

Terms and Conditions of Service for Trust Doctors

V1.0

September 2018

Summary

This policy has been written in order to ensure that the Terms & Conditions for doctors employed on Trust contracts at the Royal Cornwall Hospitals NHS Trust are comparable to the conditions that Doctors in Training (DiT) are employed.

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1. Introduction

1.1. This policy sets out the terms and conditions of service (TCS) for Trust doctors and dentists (hereafter referred to as doctors) employed by the Royal Cornwall Hospitals NHS Trust.

1.2. The policy and associated contract refers to these local TCS (“the TCS”) and also the national Junior Doctor TCS referred to as “2016 TCS”. Additionally, reference is also made to the “NHS Terms and Conditions of Service Handbook”, which are the Agenda for Change TCS available on the NHS Employers’ website. Sections of the NHS Terms and Conditions of Service Handbook which apply to doctors employed under these TCS are listed in Appendix 1.

1.3. This policy is approved by the Joint Local Negotiating Committee (JLNC) and authorised by the Medical Director.

2. Purpose of this Policy/Procedure

2.1. The purpose of this policy is to align the Terms and Conditions for Trust Doctors (junior doctors not holding a National Training Number) to the terms and conditions currently provided to Doctors in Training under the ‘Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016’.

2.2. Implementation of the Policy will:

- ensure comparable terms and conditions of employment are in place for all Junior Doctors
- provide clarity to Line managers and Service Directorates thereby preventing the workforce being employed under differing terms and conditions whilst employed in similar roles
- clarify the Post-Graduate training responsibility of the Trust towards Doctors not in Training posts
- enable clear identification of Supervisory oversight of Trust Doctors.

3. Scope

3.1. This policy will apply to all Junior Doctors employed by the Royal Cornwall Hospital in Trust Doctor Posts, including Locum Appointment for Service (LAS) and Locum appointment for Training (LAT) positions.

3.2. This policy will not apply to the following Doctors:

- doctors in Training posts appointed by HEE (with the exception of LAS & LAT appointments)
- Specialty Doctors and Associate Specialist Doctors
- Consultants
- individuals employed under Agenda for Change Terms & Conditions.

4. Definitions / Glossary

- **Acting Down** - Acting down is where a doctor is requested by their employer to cover the duties of a more junior colleague within their contracted working hours, although it may extend to covering the duties

of a more junior colleague during unplanned additional hours. This definition does not apply, however, where the doctor undertakes duties as part of their normal workload which a more junior doctor might be competent to undertake; nor does it apply where a doctor agrees to undertake locum work at a more junior level.

- **Allocated Leave** - Allocated leave is residual leave which is allocated to an individual doctor after requests for leave have been accommodated as best as possible.
- **Caring Responsibilities** - Significant responsibilities to care for another person, whether solely or as part of a group (for example of family members). This may include but is not limited to acting as a carer for a child or an ill or disabled family member.
- **Doctor** - Wherever 'doctor' is used in these terms and conditions, it is intended to mean a doctor or dentist.
- **Episodes of work** - Periods of continuous work within an on-call period separated by periods of rest.
- **Fixed Leave** - Fixed leave is leave built into the construction of the rota with days or weeks blocked out for each doctor in advance.
- **Long Shift** - For the purposes of these TCS, a long shift is any shift that exceeds 10 hours in duration.
- **On Call** - A doctor is on call when they are required by the employer to be available to return to work or to give advice by telephone but are not normally expected to be working on site for the whole period. A doctor carrying an 'on-call' bleep whilst already present at their place of work as part of their scheduled duties does not meet the definition of on-call working.
- **On-Call Period** - An on-call period is the time that the doctor is required to be on call.
- **Professional Leave** - Professional leave is leave in relation to professional work.
- **Professional Work** - Professional work is work done outside of the requirements of the employer for professional bodies such as Royal Colleges, Faculties or the General Medical Council (GMC)/General Dental Council (GDC). Non-trade union activities undertaken for a recognised trade union, for example work on an Ethics Committee, would count as professional work, however trade union duties and activities are covered through recognition agreements.
- **Public Holiday** - Holidays recognised by the NHS in England. Currently, these are: New Year's Day; Easter Friday (otherwise also known as Good Friday); Easter Monday; the two May bank holidays; the August bank holiday; Christmas Day and Boxing Day.

- **Resident On Call** - A doctor who is resident on-call is required to be present on site and available to work for the whole on-call period, but will not be expected to be working during that time unless called upon to do so.
- **Rota** - The working pattern of an individual doctor or group of doctors.
- **Rota Cycle** - The number of weeks' activity set out in a rota, from which the average hours of a doctor's work and the distribution of those hours are calculated.
- **Shift** - The period which the employer schedules the doctor to be at the work place performing their duties, excluding any on-call duty periods.
- **Study Leave** - Study leave is leave that allows time, inside or outside of the workplace, for formal learning that meets the requirements of the curriculum and personalised training objectives.
- **WTD** - European Working Time Directive 1993 (as amended).
- **WTR** - the Working Time Regulations (as amended) came into force on 1 October 1998 in order to implement the provisions of the European Working Time Directive in the UK.
- **WTR Reference period** - reference period as defined in the Working Time Regulations 1998 (as amended), currently 26 weeks.
- **Principal place of work** - The place of work from which the doctor conducts their main duties.
- **Official journey** - A journey in the performance of a doctor's duties.

5. Ownership and Responsibilities

5.1. Role of the Medical Director

The Medical Director is responsible for:

- executive oversight of the policy to ensure that the conditions within it remain in line with current employment legislation
- conducting regular reviews to ensure that the policy remains fit for purpose
- Board approval of all requests to amend the policy.

5.2. Role of the JLNC

The JLNC is responsible for:

- providing local staff & BMA representation to approve the terms within the policy
- regular review of the policy to ensure that it remains fit for purpose
- suggesting and approving future amendments to the policy.

5.3. *Role of Divisional Management Staff / Clinical Supervisors/ Rota Coordinators*

All Divisional Management Staff, Clinical Supervisors and Rota Coordinators are responsible for:

- ensuring that members of staff employed under these terms are managed effectively
- notifying Medical HR of any issues or areas in these terms that need amending.

5.4. *Role of Medical HR Staffing Coordinator (Junior Doctors)*

The Medical Staffing HR Coordinator (Junior Doctors) is responsible for:

- monitoring legislative changes to the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 and assessing any impact to this policy
- where there is a divergence from these terms, identifying any impact that may affect members of staff on these terms or the Trust
- identifying any required changes to these terms and notifying the Deputy Director of HR & OD to enable discussion at the JLNC where there is a divergence in terms
- updating the policy when approved and ensuring updates are disseminated
- maintaining the master policy document in the document library.

5.5. *Role of Junior Doctors on Trust Doctor Contracts*

Junior Doctors on Trust Doctor Contracts are responsible for:

- ensuring that they remain compliant with the terms and conditions highlighted in this policy
- reporting to their Line Manager and Medical HR any issues/concerns that may affect their ability to apply the terms and conditions
- highlighting to Medical HR and the Trust Guardian of Safe Working any anomalies where they are working outside of these terms.

6. Terms & Conditions

6.1. *General duties and responsibilities*

6.1.1. Doctors have clinical and professional responsibility for their patients as set out in the General Medical Council (GMC) guidance Good Medical Practice or any successor documents, as amended or substituted from time to time. It is the duty of a doctor to:

- maintain professional standards and obligations as set out by the GMC and the General Dental Council (GDC), as appropriate
- keep patients (and/or their carers, if appropriate) informed about their condition
- involve patients (and/or their carers, if appropriate) in decision-making about their treatment

- maintain the required level of skills and knowledge, and
- protect patients and colleagues from any risk posed by their own health or fitness to work.

6.1.2. A doctor is responsible for carrying out any work related to, or reasonably incidental to, the duties set out in their job description, such as:

- the keeping of records and the provision of reports in accordance with the DPA 2018. The Act covers how the Trust obtains, holds, records, uses and stores all personal and special category (eg Health) information in a secure and confidential manner. It covers all data and information including medical records. Further information can be obtained from the *Information Use Framework Policy*
- the proper delegation of tasks and
- other related duties.

6.1.3. Doctors will be expected to be flexible and to cooperate with reasonable requests to cover for their colleagues' absences where the doctor is competent to do so, and where it is safe and practicable for the doctor to do so. Where doctors carry out work in accordance with this paragraph and such work takes place outside of their contracted hours, they will receive either an equivalent off-duty period in lieu or appropriate remuneration.

6.1.4. A doctor will be prepared to perform duties in occasional emergencies and unforeseen circumstances.

6.1.5. A doctor is expected to engage constructively with the Trust in the design of services and of safe working patterns to support that service delivery.

6.1.6. A doctor will make all reasonable efforts to achieve agreed service delivery objectives.

6.2. **Arrangements for Pay**

6.2.1. Doctors shall be paid a basic salary at a nodal pay point linked to the grade and the level of responsibility required in the post to which they have been appointed.

6.2.2. The basic salary for a doctor employed full time is calculated on an average of 40 hours' work per week.

6.2.3. The value of basic salary for doctors less than full time shall be pro rata to the levels based on the proportion of full-time work that has been agreed.

6.2.4. Additional hours of work set out in a doctor's work schedule shall be remunerated at the basic pay rate, 1/40th of weekly whole-time equivalent for each additional hour worked, subject to the provisions of paragraphs 6.2.12 and 6.2.13 below.

6.2.5. **Weekend Allowance** - A doctor rostered to work at the weekend (defined as one or more shifts/duty periods beginning on a Saturday or a Sunday) at a minimum frequency of 1 in 8 across the length of the rota cycle will be paid an allowance. These will be set as a percentage of full time basic salary in accordance with the rates set out in the table below:

Frequency	Percentage
1 weekend in 2	10%
Less frequently than 1 weekend in 2 and greater than or equal to 1 weekend in 4	7.5%
Less frequently than 1 weekend in 4 and greater than or equal to 1 weekend in 5	6%
Less frequently than 1 weekend in 5 and greater than or equal to 1 weekend in 7	4%
Less frequently than 1 weekend in 7 and greater than or equal to 1 weekend in 8	3%
Less frequently than 1 weekend in 8	No Allowance

6.2.6 A doctor working less than full time will also be entitled to be paid this allowance when working on a rota where the doctors working full time on that same rota are in receipt of such an allowance. The allowance will be paid pro rata based on the proportion of the full time commitment to the weekend rota that has been agreed.

6.2.7 **On-Call Availability Allowance** - A doctor on an on-call rota who is required by the Trust to be available to return to work or to give advice by telephone, but who is not normally expected to be working on site for the whole period, shall be paid an on-call availability allowance.

6.2.8 The value of the allowance above is based on 8% of a full time basic salary for the relevant grade.

6.2.9 For doctors employed on a less-than-full-time basis, in any grade, the value of the on-call availability allowance shall be paid pro rata, based on the proportion of full-time commitment to the rota that has been agreed.

6.2.10 This allowance will not be payable where a doctor's working pattern does not include any periods of work that meet the description in paragraph 6.2.7 above.

6.2.11 **Payment for Work undertaken whilst On-Call** - Doctors shall be paid for their average hours of work. The hours paid will be calculated prospectively across the rota cycle. For the purposes of pay, these total estimates shall be converted into equal weekly amounts by dividing the total number of prospective hours at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure and the doctor shall be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked.

6.2.12 **Hours that Attract a Pay Enhancement** - An enhancement of 37 per cent of the hourly basic pay rate shall be paid on any hours worked between 21.00 and 07.00, on any day of the week.

6.2.13 Where a shift is worked which begins no earlier than 20.00 and no later than 23.59, and is at least 8 hours in duration, an enhancement of 37 per cent of the hourly basic rate shall also be payable on all hours worked up to 10:00 on any day of the week.

6.2.14 The number of hours in the rota for which an enhancement is paid will be assessed across the length of the rota cycle and converted into equal weekly amounts by dividing the total number of hours to be paid at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure and the doctor will be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked.

6.2.15 **Counting of Hours** - Average total hours and average hours that attract an enhancement will be assessed in quarter hours, rounded to the nearest quarter hour.

6.2.16 **Changes to Working Arrangements Affecting Pay** - Where pay is increased as a result of changes to the work requirements, pay will be altered from the date that the change is implemented. Other than in exceptional circumstances, such changes to pay will usually be prospective:

- where changes to the work arrangements are required by the Trust and total pay would be decreased as a result, the doctor's total pay will be protected for 3 months.
- where changes to the working arrangements are requested by the doctor and agreed by the Trust, and total pay would be decreased as a result, the doctor's total pay will be reduced from the date that the change is implemented.

6.3. **Recognising Previous Service for Pay Purposes**

6.3.1 Where Trust Doctors are appointed to the Local Trust Doctor Terms and Conditions of Service, the Trust recognises that there may be a situation where the doctor has direct substantive NHS Service the day directly before their contract under these Terms and Conditions of Service commences. This means they must have been previously paid on one of the MN13/15/21/35/37/39/KA01/LF21 Scales. In this situation the Trust will recognise this service.

6.3.2 In such cases, the Trust will make a comparison of the salary paid the day directly before the doctor's contract (under these local Terms and Conditions of Service) commences. All calculations will be pro rata for less than full time doctors.

6.3.3 This comparison will be between:

- basic salary on the MN13/15/21/35/37/39/KA01/LF21 Scale, plus

- rota banding of the Rota that the Doctor is joining (under this contract of employment) as at 31st October 2015, and,
- section 6.2.1 (specifically sections 6.2.2-6.2.15) Pay Arrangements of these Terms and Conditions of Service.

6.3.4 Where the previous salary at 6.3.1 is the higher salary (the day directly before the contract under these Terms and Conditions of Service is due to commence) than that highlighted under Section 6.2.2-6.2.15, recognition will be given to the salary at 6.3.1. This will be paid for the duration of the length of the placement and will be outlined in the Work Schedule.

6.3.5 This salary will remain for the duration of the placement and will be re-calculated at the point that a further Work Schedule is issued for a new placement or in the instance whereby a Work Schedule review takes place.

6.3.6 No increments are applicable to this salary if outweighed by the amount calculated at 6.2 above. The individual will transition to a salary under Section 6.2.2-6.2.15 of these Terms and Conditions of Service.

6.3.7 Where there is no direct substantive NHS Service (the day directly before the contract under these Terms and Conditions of Service commences), Section 6.7 of these Terms and Conditions of Service will apply.

6.4. ***Additional Hours of Work***

6.4.1. Doctors must seek authorisation to be eligible for additional payment, or time off in lieu and will be remunerated at 1:40th of their weekly WTE for each additional hour, subject to the provisions at 6.2.12 of these Terms and Conditions of Service.

6.4.2. With the exception of 6.2.16, the provisions in Section 6.2 for additional payments are not applicable for those pay protected under Section 6.3 of these Terms and Conditions.

6.4.3. ***Pay in Exceptional Circumstances to secure Patient Safety*** - Because of unplanned circumstances, a doctor may consider that there is a professional duty to work beyond the hours described in the work schedule, in order to secure patient safety. In such circumstances, the Trust will appropriately compensate the individual doctor for such hours, if the work is authorised by their manager. This authorisation would be given before or during the period of extended working, or afterwards if this is not possible. If pre-authorisation is not possible the doctor should submit an exception report, within 7 days of the additional hours worked.

6.4.4. Payment will be at the basic pay rate, 1/40th of weekly whole-time equivalent for each additional hour worked.

6.4.5. ***Payment of Annual Salaries*** - The annual salaries of full-time employees will be apportioned as follows:

- for each calendar month: one-twelfth of the annual salary

- for each odd day: the monthly sum divided by the number of days in the particular month.

6.4.6. The annual salaries of less than full time doctors should be apportioned as above except in the months in which employment commences or terminates when they should be paid for the hours worked.

6.4.7. **Locum Pay** - Where a doctor carries out additional work for the Trust through a locum bank, such work will be paid at the prevailing Trust locum rates in place at that time.

6.4.8. **Pension Arrangements** - Doctors will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 2015 (as amended).

6.4.9. The following will be pensionable in the NHS Pension Scheme:

- all hours worked up to 40 hours per week on average and paid at the basic pay rate.

6.4.10. The following will not be pensionable in the NHS Pension Scheme:

- payments for additional rostered hours above 40 per week
- enhancements paid under the provisions of paragraph 6.2.12.
- weekend and on-call availability allowances. Travelling, subsistence and other expenses paid as a consequence of the doctor's work for the Trust or the wider NHS.

6.5. **Working Hours**

6.5.1. Limits on Hours:

- No doctor should be rostered for more than an average of 48 hours of actual work per week, as calculated over the reference period as defined in the working time Regulations 1998 (as amended), currently 26 weeks.
- No more than 72 hours' actual work should be rostered for or undertaken by any doctor, working on any working pattern, in any period of seven consecutive calendar days.
- No shift (other than an on-call period) shall be rostered to exceed 13 hours in duration.
- No more than five long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) shall be rostered or worked on consecutive days. Where five long shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fifth long shift.

- Where long shifts finish after 23.00, no more than four such shifts shall be rostered or worked on consecutive days. Where four such shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fourth such shift.
- No more than four shifts where at least three hours of work falls into the period between 23.00 and 06.00 shall be rostered or worked consecutively.
- Where three shifts as defined in paragraph 5.6 above are rostered or worked consecutively, a doctor may be rostered to work a fourth such shift. However, if the doctor is not rostered for a fourth such shift, then there must be a minimum 46-hour rest period rostered immediately following the conclusion of the third such shift.
- Where four shifts as defined in 5.6 above are rostered or worked consecutively, there must be a minimum 46-hour rest period rostered immediately after the conclusion of the fourth and final such shift.
- A maximum of eight shifts of any length can be rostered or worked on eight consecutive days subject to the restrictions outlined above.
- Where eight shifts of any length are rostered or worked on eight consecutive days, there must be a minimum 48-hour rest rostered immediately following the conclusion of the eighth and final shift.
- Under the WTR there should normally be at least 11 hours' continuous rest between rostered shifts, other than on-call duty periods.
- Any breaches of 11 hours' rest in a 24-hour period will be subject to time off in lieu, which must be within 24 hours. In exceptional circumstances where, due to service needs as required by the Trust, the rest period is reduced to fewer than eight hours, the doctor will be paid for the additional hours worked that resulted in the shortening of the rest period at the rate for the shift worked.
- No doctor is to be rostered to work more frequently than 1:2 weekends (00:01 Sat and 23:59 Sunday).

6.5.2. **Breaks** - A doctor should receive the following breaks:

- at least one 30-minute paid break for a rostered shift to last more than five hours and
- a second 30-minute paid break for a shift rostered to last more than nine hours.

6.5.3. The breaks described above can be taken flexibly during the shift and should be evenly spaced where possible. These would normally be taken separately but may if necessary be combined into one longer break. Where the

breaks are combined into one break this must be taken as near as possible to the middle of the shift. No break should be taken within an hour of the shift commencing or held over to be taken at the end of the shift.

6.5.4. **On Call Periods** - A doctor is on-call when they are required by the Trust to be available to return to work or to give advice by telephone but are not normally expected to be working on site for the whole period. A doctor carrying an on-call bleep whilst already present at their place of work as part of the doctors rostered duties does not meet the definition of on-call.

- The maximum length of an individual on-call duty period is 24 hours.
- Consecutive periods of on-call covering up to a maximum seven consecutive days will be permitted where agreement is reached that it is safe to do so and where such an on-call pattern would not breach the WTR requirements.
- On-call periods worked consecutively across a weekend (beginning on a Saturday and Sunday respectively) will be permitted.
- The day following an on-call period (or following the last on-call period, where more than one 24-hour period is rostered consecutively) must not be rostered to last longer than 10 hours.
- Whilst on call, a doctor should expect to get eight hours' rest per 24 hour period, of which at least five should be continuous rest between 22.00 and 07.00. Where this is not expected to be possible, then the provisions below apply.
- Where it is expected that the rest requirements set out above may not be met, rostered work on the day following the on-call period must not exceed five hours.
- Where during an on-call period, a doctor's expected overnight rest is significantly disrupted, defined as causing a breach in the expected rest requirements; the doctor must inform the Trust immediately. Arrangements should be made for the doctor to take appropriate rest and time off in lieu within 24 hours.
- If, as a result of actual hours worked during the on-call period, a doctor's rest has been significantly disrupted, the default assumption is that the doctor may be unsafe to undertake work because of tiredness and if this is the case, the doctor must inform the Trust that they will not be attending work as rostered, other than to ensure a safe handover of patients. No detriment in pay will result from the doctor making such a declaration.
- The doctor's contract should contain an average amount of time, calculated prospectively, for anticipated work during the on-call period. Such work includes any actual clinical or non-clinical work undertaken either on or off site, including telephone calls and travel time arising from such calls. Any time during the on-call period when

the doctor is not undertaking such work, is defined as non-working time.

- Where a doctor rostered for on-call duty on a Saturday and Sunday that contains three hours or fewer of work each day and no more than three episodes of work on each day, then such duty is defined as 'low intensity'. In such circumstances the provisions of paragraph 5.9 will not apply and a maximum of 12 days can be rostered or worked consecutively.

6.5.5. **Opting out of the Working Time Regulations (WTR)** - A doctor may voluntarily choose to opt out of the WTR average weekly limit of 48 hours, subject to prior agreement in writing with the Trust.

6.5.6. Where a doctor has opted out of the WTR average weekly hours, overall hours are restricted to a maximum average of 56 hours per week, across all organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR, currently 26 weeks. Additionally the maximum of 72 hours worked in any period of seven consecutive days applies.

6.5.7. To end any opt out agreement the doctor should give the Trust a minimum of one month's written notice.

6.5.8. **Locum Work** - Where a doctor intends to undertake hours of paid locum work, additional to contracted hours, the doctor must initially offer such additional work to the Trust.

6.6. **Private Professional and Fee Paying Work**

6.6.1. The doctor is responsible for ensuring that the Trust is advised of any regular commitments that they have in relation to the provision of any private professional work.

6.6.2. The doctor is responsible for ensuring any private professional work undertaken by the doctor does not result in any detriment to NHS patients or services.

6.6.3. A doctor must not earn fees during salaried time. In effect a doctor must not be paid twice for the same period.

6.6.4. Doctors are solely responsible for the payment and management of the tax and insurance liabilities and any related costs in respect of any private professional or fee paying work that the doctor undertakes and for ensuring that they have adequate and appropriate insurance and indemnity for such work. The doctor agrees to indemnify the Trust for any costs or demands that the Trust incurs in relation to such liabilities referred to above.

6.6.5. NHS or other contractual commitments must take precedence over the provision of private professional work.

Further information can be obtained from the Trust's Additional Employment Policy, a copy of which is available from the HR Folder of the Trust's document library.

6.6.6. **Use of NHS Facilities** - The doctor must obtain the Trust's prior agreement to use NHS facilities, staff and/or resources for the provision of private professional fee paying work.

- The Trust will make it clear which facilities, if any, a doctor is permitted to use for private purposes and to what extent and whether any charge will be levied for the use of these facilities, staff and/or resources.
- Fee paying work should normally be carried out in time for which the doctor is not being paid by the Trust.

6.7. **Other Conditions of Employment**

6.7.1. **Outside Employment & Financial Interests** - A doctor must declare any:

- outside financial interest or any financial relationship with an external organisation that they may have which may conflict or could be perceived to conflict with the policies, business activity and decisions of the Trust; and/or
- financial or pecuniary advantage they may gain whether directly or indirectly as a result of a privileged position within the Trust.

6.7.2. It is the responsibility of the doctor to ensure they comply with their corporate responsibilities as set out in the Trust's standing orders and standing financial instructions, a copy of which is available on the Trust's document library.

6.7.3. **Research** - All research must be managed in accordance with the requirements of the Department of Health research governance framework. Doctors must comply with all reporting requirements put in place by the Trust to deliver research governance. Doctors must also comply with the GMC/GDC guidance 'Good Practice in Research'.

6.7.4. **Confidentiality** - A doctor has an overriding professional obligation to maintain patient confidentiality as described by guidance from the regulatory bodies, and Trust policies from time to time in force, subject to relevant legal exceptions.

6.7.5. A doctor must not disclose, without permission, any information of a confidential nature concerning other employees or contracted workers, except where there is an overriding public interest or legal obligation to do so.

6.7.6. A doctor must not disclose, without permission, any information of a confidential nature concerning the business of the Trust or of contractors of the Trust, save where there is an overriding public or patient safety interest or legal obligation to do so.

6.7.7. **Raising Concerns** - Should a doctor have cause for genuine concern about an issue (including one that would normally be subject to the requirements regarding information of a confidential nature set out in paragraph 6.7.4 above) the doctor has a professional obligation to raise that concern. A doctor should raise concerns, in accordance with the Trust's 'Freedom to Speak Up: Raising Concerns Policy, and shall not be subject to any detriment for raising such concerns, including those regarding a third party.

6.7.8. If a doctor believes that a disclosure of any concern regarding malpractice, patient safety, the safety of doctors, other employees or contracted workers, financial impropriety or any other serious risk (including one that would normally be subject to paragraph 6.7.4) would be in the public interest, they have a right and a duty to speak out and be afforded statutory protection as required under the Public Interest Disclosure Act 1998 (PIDA) as amended from time to time. A doctor making such a qualifying disclosure shall also have the right not to be subject to any detriment by the Trust for raising such concerns. As far as practicable, local procedures for disclosure of information in the public interest should be followed.

6.8. **Annual Leave**

6.8.1. The annual leave year runs from the start date of the doctor's appointment.

6.8.2. The annual leave entitlement for a full time doctor is as follows, based on a standard working week of five days:

- on first appointment to the NHS = 27 Days
- after five years completed NHS service = 32 Days

6.8.3. As leave is deducted from the rota before the average hours are calculated for pay purposes, leave may not be taken from shifts attracting an enhanced rate of pay or an allowance. Where a doctor wishes to take leave when rostered for such a shift or duty the doctor must arrange to swap the shift or duty with another doctor on the same rota. It is the doctor's responsibility to arrange such swaps and the Trust is not obliged to approve the leave request if the doctor does not make the necessary arrangements to cover shifts.

6.8.4. Where the doctor's contract is for less than 12 months, the leave entitlement is pro rata to the length of the contract.

6.8.5. A doctor working less than full time will be allocated leave on a pro rata basis.

6.8.6. A doctor should normally provide a minimum six weeks' notice of annual leave to be approved.

6.8.7. If, due to circumstances beyond the doctor's control, a reasonable request is made for leave outside the minimum six weeks' notice period, the Trust will fairly consider the request while paying due regard to service requirements.

6.8.8. Where it has not been possible to plan leave arrangements, some leave may need to be allocated to ensure that all doctors are able to take their full leave entitlement while maintaining safe coverage of services.

6.8.9. **Payment for annual leave** - Pay is calculated on the basis of what the doctor would have received had the doctor been at work, based on the doctor's rota.

6.8.10. **Public Holidays** - Public holiday entitlement is additional to annual leave entitlement.

6.8.11. A doctor working less than full time is entitled to paid public holidays at a rate pro rata to the number of public holidays for a full time doctor. This will be calculated in working hours.

6.8.12. Public holiday entitlement for a doctor working less than full time shall be added to annual leave entitlement and any public holidays shall be taken from the combined allowance for annual leave and public holidays.

6.8.13. A doctor who in the course of their duties is required to be present at their place of work at any time (from 00.01 to 23.59) on a public holiday, or who is required to be on call on a public holiday, will be entitled to a standard working day off in lieu.

6.8.14. Where a public holiday falls on a scheduled rest day, then the doctor will be given a day off in lieu of the public holiday.

6.8.15. Where a public holiday, including Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January), falls on a Saturday and Sunday the public holiday will be designated as falling on the first working weekday thereafter. In such circumstances no day off in lieu arises for work undertaken on Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January).

6.9. **Study & Professional Leave.**

6.9.1. The authorisation of Study & Professional Leave is subject to the need to maintain NHS Services.

6.9.2. Where leave with pay is granted, the doctor must not undertake any other paid work during the leave period without the Trust's prior permission.

6.9.3. Entitlement to Study and Professional leave will be up to 10 days in any one year (including off duty days falling within the leave period). Expenses will only be paid with prior agreement of the Department.

6.10. **Sickness Absence**

6.10.1. A doctor absent from duty owing to illness (including injury or other disability) shall, subject to the provisions below, be entitled to receive an allowance in accordance with the following:

During the first year of service	One month's full pay and two months' half pay.
During the second year of service	Two month's full pay and two month's half pay.
During the third year of service	Four month's full pay and four month's half pay.
During the fourth and fifth years of service	Five month's full pay and five months half pay.
After completing five years of service	Six months full pay and six months half pay

The allowances set out in the table above are in line with those set out in the NHS Terms and Conditions of Service Handbook.

6.10.2. Doctors are required to notify the Trust as soon as possible of any illness, disease or condition that prevents them from undertaking their duties in accordance with the Trust's Attendance Management Policy & Procedure, a copy of which is available from HR folder of the Trust's document library.

6.10.3. To enable rehabilitation, the Trust has the discretion to allow a doctor to return to work on reduced hours/duties and will use accrued annual leave to cover hours not worked in accordance with the Trust's Attendance Management Policy & Procedure and associated guidance on phased returns, to ensure there is no loss of pay.

6.10.4. Doctors who are unable to take their statutory annual leave (i.e. the 5.6 weeks of contracted weekly hours to which they are entitled under the Working Time Regulations) in any leave year due to sickness absence will be permitted to carry over up to 4 weeks of contracted weekly hours (in accordance with European Working Time Directive) to a subsequent leave year where employment is continuous. Any carried-over leave must be taken within 18 months of the end of the leave year in which it accrues. Where a doctor leaves the Trust before taking this entitlement, the outstanding balance will be compensated through pay. The content of this paragraph does not apply to any leave granted under these TCS which exceeds the doctor's statutory entitlement under the Regulations, which will lapse if it is not taken in the leave year in which it accrues.

6.10.5. The period during which sick pay should be paid and the rate of sick pay for any period of absence is calculated by deducting from the doctor's entitlement on the first day of sickness the aggregate periods of paid sickness absence during the 12 months immediately preceding that day. In aggregating periods of absence due to illness no account shall be taken of:

- unpaid sick absence
- injuries, diseases, or other health conditions sustained or contracted in the discharge of the doctors duties of employment, as defined in Section 22 of the NHS Terms and Conditions of Service Handbook

- injury resulting from a crime of violence, not sustained on duty but connected with or arising from the doctor's employment, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (England, Wales and Scotland) and/or the Compensation Agency (Northern Ireland)
- as above, but an injury which has not attracted payment of an award as it has not met the loss of earnings criteria or was not one for which compensation above the minimum would arise.

6.10.6. The Trust may, at its discretion, take no account of the whole or any part of the period of absence due to injury (not on duty) resulting from a crime of violence, not arising from or connected with the doctor's employment or profession.

6.10.7. **Previous Qualifying Service** - For the purpose of calculating the appropriate allowance of paid sickness absence, previous qualifying service shall be determined in accordance with the doctor's statutory rights and all periods of service, (without any break of 12 months or more, subject to paragraph below), with a National Health Service employer shall be aggregated.

6.10.8. **Limitation of allowance when insurance or other benefits are payable** - The sickness absence allowance paid to a doctor when added to any statutory sick pay, injuries or compensation benefits, including any allowances for adult or child dependants must not exceed the pay the doctor would have received had they been at work.

6.10.9. **Recovering of damages from third party** - A doctor who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. The Trust will advance to the doctor a sum not exceeding the amount of sick pay payable under this scheme, providing the doctor repays the full amount of sickness allowance to the Trust, when damages are received. Once received the absence shall not be taken into account for the purposes of the scale set out in the table above.

6.10.10. **Accident due to sport or negligence** - An allowance shall not normally be paid in a case of accident due to active participation in sport as a profession, or where contributory negligence is proved.

6.10.11. **Injury sustained on duty** - An absence due to injury sustained by a doctor in the actual discharge of their duty, for which the doctor was not liable, shall not be recorded for the purposes of aggregation against future sickness absence.

6.10.12. The injury allowance provisions will apply as set out in Section 22 of the NHS Terms and Conditions of Service Handbook, and should be read alongside the accompanying guidance issued by NHS Employers.

6.10.13. **Forfeiture of rights** - If it is reported to the Trust that a doctor has failed to observe the conditions of sick leave entitlement, or has been guilty of conduct prejudicial to the doctor's recovery, and the Trust is satisfied that there is substance in the report, the payment of the allowance shall be suspended

until the Trust has made a decision regarding the continued payment of the allowance. Before making a decision, the Trust will give the doctor an opportunity of responding to the report. If the Trust decides that the doctor has failed without reasonable excuse to observe the conditions of these TCS, or has been guilty of conduct prejudicial to the doctor's recovery, then the doctor shall forfeit the right to any further payment of allowance in respect of that sickness or period of absence.

6.10.14. **Termination of Employment due to Ill Health** - After investigation, consultation and consideration of alternative posts, and where there is no reasonable prospect of the doctor returning to work, the Trust will have the option to terminate employment before the doctor has reached the end of their contractual period of sick leave.

6.11. Termination of Employment

6.11.1. A doctor employed under these terms and conditions of service is employed on a fixed-term basis and the contract will terminate at the end of the fixed term without the need for further notice from either party. Upon termination of the contract in these circumstances the doctor is immediately entitled to receive the benefit of any period of grace as set out in these TCS.

6.11.2. The contract of employment can be brought to an end prior to the expiry of the fixed-term arrangements. In such circumstances, either the doctor or the Trust must give notice in writing, except where the provisions of paragraph 6.11.11 apply.

6.11.3. Doctors are required to give the Trust the following notice to bring the contract of employment to an end prior to the expiry of the fixed term arrangements.

- One months' notice if ST2 equivalent or below (Nodal Points 1-3).
- Three months' notice if equivalent to an ST3 or senior (Nodal point 4).

6.11.4. **Statutory notice periods** - The Trust shall give, as the minimum period of notice to terminate the employment of a doctor who has been continuously employed for at least four weeks (unless the contractual period specified is longer):

- one week's notice if the period of continuous employment is less than two years; or
- one week's notice for each year of continuous employment if the period of continuous employment is at least two but less than 12 years; or
- 12 weeks' notice if the period of continuous employment is 12 years or more.

6.11.5. The minimum period of notice to be given to the Trust by a doctor who has been continuously employed for at least four weeks, shall be one week

(unless the period specified in the contract of employment is longer). The period of continuous employment shall be computed in accordance with the Employment Rights Act 1996, as amended from time to time.

6.11.6. **Termination on grounds other than end of contract** - Whilst it is accepted that the majority of doctors employed within the NHS do their best to achieve high standards of behaviour and practice, on occasion a doctor may fail to meet the standards required, and in some circumstances this may lead to termination of employment.

6.11.7. The process for dealing with matters of conduct, competence, capability or performance will be detailed in the relevant policies of the Trust and /or the General Medical Council.

6.11.8. **Grounds for early termination of employment** - A doctor's employment may be terminated for the following reasons:

- conduct
- capability
- redundancy
- in order to comply with a statute or other statutory regulation
- failure to hold or maintain a requisite qualification, registration, or licence to practice
- where there is some other substantial reason to do so in a particular case.

6.11.9. Should the application of any of the above procedures result in the decision to terminate a doctor's contract of employment, the doctor will be entitled to invoke a locally recognised appeals process, as set out in the relevant policies of the Trust.

6.11.10. In cases where employment is terminated, a doctor may be required to work the notice period, or if the Trust considers it more appropriate, the doctor may be paid in lieu of notice, or paid through the notice period but not be required to attend work. Such arrangements are at the sole discretion of the Trust.

6.11.11. Employment can be terminated without notice in cases of gross misconduct, gross negligence, where a doctor's professional registration and/or licence to practice has been removed or has lapsed (without good reason).

6.12. Expenses

6.12.1. Expenses relating to travel, subsistence and other business expenses shall be paid to meet actual disbursements of doctors in the performance of their duties, and shall not be regarded as a source of pay or reckoned as such for the purposes of pension.

6.12.2. The Trust reimburses expenses on the basis of the contract that is held with an individual and in accordance with the NHS Terms and Conditions of Service and the Trust policy and procedure on Staff Travel and Expenses, a copy of which is available from the HR folder of the Trust's document library.

7. Dissemination and Implementation

7.1 This document will be stored in the document library and linked to the Medical Staffing intranet page. Details of the location will be disseminated on employment contracts and by e-mail to those employed on these Terms & conditions.

7.2 This policy will be implemented as new personnel take up posts or current contracts expire. As the terms and conditions mirror those held by Doctors in Training no training is needed. However the Medical HR team will provide updates and notification to Divisional managers on the implications.

8. Monitoring compliance and effectiveness

Element to be monitored	All aspects of this policy will need to be monitored.
Lead	Medical Staffing Coordinator (Junior Doctors)
Tool	NHS Employers Website and changes to Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 will result in a need to review this document.
Frequency	This document will need to be reviewed annually once the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 have been reviewed to recommend any changes to maintain similarities.
Reporting arrangements	Reports requiring change will be sent to the Dep Director HR & OD and the JLNC to debate and confirm changes to the Policy. Changes should be documented in the JLNC minutes.
Acting on recommendations and Lead(s)	Medical HR will action any decisions from the JLNC for incorporation into the Policy within an agreed timeframe dependant on the requirements to consult with Regional colleagues and Junior Doctors
Change in practice and lessons to be shared	Required changes to policy will be identified and actioned within a 3 month period. A lead member of the team will be identified to take each change forward where appropriate. Lessons will be shared with all the relevant stakeholders

9. Updating and Review

This policy will normally be reviewed every three years by the Medical HR Team or earlier in view of developments which may include legislative changes, national policy instruction (NHS or Department of Health), Trust Board decision or request by either party.

10. Equality and Diversity

Royal Cornwall Hospitals NHS Trust is committed to a Policy of Equal Opportunities in employment. The aim of this policy is to ensure that no job applicant or employee receives less favourable treatment because of their race, colour, nationality, ethnic or national origin, or on the grounds of their age, gender, gender reassignment, marital status, domestic circumstances, disability, HIV status, sexual orientation, religion, belief, political affiliation or trade union membership, social or employment status or is disadvantaged by conditions or requirements which are not justified by the job to be done. This policy concerns all aspects of employment for existing staff and potential employees.

The Initial Equality Impact Assessment Screening Form is at Appendix 2.

Appendix 1. Governance Information

Document Title	Terms & Conditions of Service for Trust Doctors V1.0		
Date Issued/Approved:	February 2018		
Date Valid From:	20 September 2018		
Date Valid To:	20 September 2021		
Directorate / Department responsible (author/owner):	Karl Westgarth – Medical Staffing Coordinator		
Contact details:	01872 253045		
Brief summary of contents	Trust doctor Terms & Conditions of employment		
Suggested Keywords:	Trust Doctor, Terms & Conditions of Employment		
Target Audience	RCHT	CFT	KCCG
	✓		
Executive Director responsible for Policy:	Medical Director		
Date revised:	N/A		
This document replaces (exact title of previous version):	New Document		
Approval route (names of committees)/consultation:	JLNC		
Divisional Manager confirming approval processes	Deputy Director of HR & OD		
Name and Post Title of additional signatories Jonathan Lord, Chair of the LNC	Original signed		
Signature of Executive Director giving approval	Original signed		
Publication Location (refer to Policy on Policies – Approvals and Ratification):	Internet & Intranet	✓	Intranet Only
Document Library Folder/Sub Folder	Human Resources - Medical Staffing		
Links to key external standards	Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 NHS Terms and conditions of Service <ul style="list-style-type: none"> ▪ Section 15: Maternity leave & Pay 		

	<ul style="list-style-type: none"> ▪ Section 16: Redundancy Pay ▪ Section 22: Injury Allowance ▪ Section 25: Time off and facilities for trade union representatives ▪ Section 26: Joint consultation machinery ▪ Section 30: General equality and diversity statement ▪ Section 32: Dignity at Work ▪ Section 33: Caring for children and adults ▪ Section 34: Flexible working arrangements ▪ Section 35: Balancing work and Personal life ▪ Section 36: Employment break scheme ▪ Annex 26: Managing sickness absences <p>Working Time Regulations European Working Time Directive</p>
Related Documents:	<ul style="list-style-type: none"> ▪ Disciplinary Policy and Procedure ▪ Equality, Inclusion & Human Rights Policy ▪ Special Leave Policy ▪ Attendance Management Policy ▪ Career/Employment Break Policy ▪ MHPS ▪ Staff Travel & Expenses Policy and Procedure ▪ Additional Employment Policy ▪ Working Time Regulations
Training Need Identified?	No

Version Control Table

Date	Version No	Summary of Changes	Changes Made by (Name and Job Title)
Sept 2018	1.0	General Principles	Karl Westgarth Medical Staffing Coordinator

All or part of this document can be released under the Freedom of Information Act 2000

This document is to be retained for 10 years from the date of expiry.

This document is only valid on the day of printing

Controlled Document

This document has been created following the Royal Cornwall Hospitals NHS Trust Policy on Document Production. It should not be altered in any way without the express permission of the author or their Line Manager.

Appendix 2. Initial Equality Impact Assessment Form

<i>Name of Name of the strategy / policy / proposal / service function to be assessed</i>						
Terms & Conditions of Service for Trust Doctors V1.0						
Directorate and service area: HR – Med Staffing			Is this a new or existing <i>Policy</i>? New			
Name of individual completing assessment: Karl Westgarth			Telephone: 01872253045			
1. <i>Policy Aim*</i> <i>Who is the strategy / policy / proposal / service function aimed at?</i>		To ensure that there is parity of treatment in employment conditions and pay between Doctors in Training and Trust Doctors				
2. <i>Policy Objectives*</i>		To ensure that there is parity of treatment in employment conditions and pay between Doctors in Training and Trust Doctors				
3. <i>Policy – intended Outcomes*</i>		Effective management and continued recruitment of Trust Doctors.				
4. <i>*How will you measure the outcome?</i>		Continued recruitment and retention of Trust Doctors.				
5. Who is intended to benefit from the <i>policy</i> ?		Trust Doctors and Line Managers				
6a Who did you consult with		Workforce	Patients	Local groups	External organisations	Other
		Yes			Yes	
b). Please identify the groups who have been consulted about this procedure.		Please record specific names of groups: <ul style="list-style-type: none"> • Junior Doctor Contract forum • JLNC • Regional Medical HR Personnel 				
What was the outcome of the consultation?		Approval of the policy.				

7. The Impact				
Please complete the following table. If you are unsure/don't know if there is a negative impact you need to repeat the consultation step.				
Are there concerns that the policy could have differential impact on:				
Equality Strands:	Yes	No	Unsure	Rationale for Assessment / Existing Evidence
Age		X		
Sex (male, female, trans-gender / gender reassignment)		X		
Race / Ethnic communities /groups		X		
Disability - Learning disability, physical impairment, sensory impairment, mental health conditions and some long term health conditions.		X		
Religion / other beliefs		X		
Marriage and Civil partnership		X		
Pregnancy and maternity		X		
Sexual Orientation, Bisexual, Gay, heterosexual, Lesbian		X		
<p>You will need to continue to a full Equality Impact Assessment if the following have been highlighted:</p> <ul style="list-style-type: none"> You have ticked "Yes" in any column above and No consultation or evidence of there being consultation- this <u>excludes</u> any <i>policies</i> which have been identified as not requiring consultation. or Major this relates to service redesign or development 				
8. Please indicate if a full equality analysis is recommended.			Yes	No
				X
9. If you are not recommending a Full Impact assessment please explain why.				
No issues of concern identified.				

Signature of policy developer / lead manager / director		Date of completion and submission
Karl Westgarth		April 2018
Names and signatures of members carrying out the Screening Assessment	1. Karl Westgarth 2. Human Rights, Equality & Inclusion Lead	

Keep one copy and send a copy to the Human Rights, Equality and Inclusion Lead
c/o Royal Cornwall Hospitals NHS Trust, Human Resources Department, Knowledge Spa,
Truro, Cornwall, TR1 3HD

This EIA will not be uploaded to the Trust website without the signature of the Human Rights, Equality & Inclusion Lead.

A summary of the results will be published on the Trust's web site.

Signed __Karl Westgarth_____

Date ____April 2018_____