

Royal Cornwall Hospital



TRUST DOCTOR CONTRACT



THIS CONTRACT IS BETWEEN:

Royal Cornwall Hospital Trust

and

XXXX

Trust Doctor

THE POST

1. Trust Doctor

1.1 Your job title is **XXXXX**

1.2 The appointment is subject to the local Terms and Conditions of Service for Trust Doctors (“the TCS”), which may be amended from time to time. A copy of the TCS is available on the Trusts’ intranet site.

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 additionally continue to hold a licence to practise.

1.4 This Contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996.

1.5 The parties agree that the employer will be entitled to make changes to this Contract unilaterally to the strictly limited extent that such changes are necessary to enable the employer to comply with its statutory obligation under section 1 of the Employment Rights Act 1996 which stipulates the particulars which must be provided by employers to employees regarding their employment. The employer shall provide you with notice of any changes which are required to be made including the new wording proposed, an explanation of why the employer considers the change necessary to comply with section 1 Employment Rights Act 1996, and the date on which the changes automatically take effect.



2. Commencement of Employment and Pay Point

2.1 Employment under this contract commences on the **XXXX** and will terminate / terminates on the **XXXX**.

2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, begins on the **XXXX**. Pursuant to section 218 of the Employment Rights Act 1996, employment which involves being employed successively by a number of different health service employers whilst undergoing professional training shall not be taken to involve breaks in continuity of employment.

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 **XX 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 which is appended to this Contract at Appendix 1. Should the hours in your work schedule be varied following a change of post or placement or following a work schedule review, you shall be issued with a new work schedule which shall form part of your section 1 statement of employment and your salary will be amended accordingly.

2.5 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 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 your employer 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 rota;

3.1.3 To carry out our respective obligations relating to the employer's policies, objectives, rules, working practices and protocols; and

3.1.4 To carry out our respective obligations as defined in the Local Terms Conditions of Service.

THE WORK



4. Location

4.1 Your principal place of work is the **Royal Cornwall Hospitals NHS 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 your employer 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 6.1 of the Local TCS for Trust Doctors and undertaking the activities set out in your work schedule/roster, as reviewed from time to time in line with the provisions of the Local TCS for Trust Doctors.

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 roster; however, you are not required to be available for such eventualities.

7. Work Scheduling

7.1 The purpose of your work schedule at Appendix 1 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 the TCS) may be contracted for separately from time to time. The rates for basic pay at Appendix 2 of this Contract.

7.2.3 Any variations in your scheduled weekly commitments should be averaged out over the length of the rota cycle 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 your employer 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.



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8. Spare Professional Capacity

8.1 Section 6.5 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 paragraph 6.5.8 of the Local TCS for Trust Doctors.

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 6.2.12 of the Local TCS for Trust Doctors will apply.

10. On-Call Rotas

10.1 If you are required to be on an on-call rota, the provisions of Section 6.5.4 of the Local TCS for Trust Doctors will apply.

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

PAYMENT

11. Pay

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

11.1.1 If your work schedule / roster 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 / roster is undertaken at a time which attracts an enhanced hourly rate of pay, that part will be paid as set out in Section 6.2.12 of the Local TCS for Trust Doctors;

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 6.2.5 of the Local TCS for Trust Doctors;

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 6.2.7 of the Local TCS for Trust Doctors;

11.2 Your salary will be payable monthly in arrears on the 25th of the month or on the last working day before 25th of the month if it falls on a non-working day.

12. Deductions from Pay

12.1 We will not make deductions from, or variations to, your salary other than those permitted by law without your express written consent.

13. Pension



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13.1 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.

13.2 Pensionable pay will include basic salary and any other pay expressly agreed to be pensionable in Section 6.2 of the Local TCS for Trust Doctors.

14. Expenses

14.1 You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Section 6.12 of the Local TCS for Trust Doctors. Claims for expenses must be submitted in a timely manner (and normally within 1 month and as soon as possible after the end of the period of which the claim relates).

OTHER CONDITIONS OF EMPLOYMENT**15. Leave and Holidays**

15.1 The annual leave year runs from the 1st April.

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

- a. On first appointment to the NHS: 27 days.
- b. After five years' completed NHS service: 32 days.

15.3 Where your contract or placement is for less than 12 months, the leave entitlement is pro rata to the length of the contract or placement.

15.4 A doctor working less than full time will be allocated leave and be entitled to public holidays on a pro rata basis.

15.5 You shall normally provide a minimum six weeks' notice of annual leave to be approved in accordance with local policies and procedures.

15.6 In cases where exceptional circumstances or service demands have prevented you from taking the full leave allowance, up to five days of leave per annum (pro rata for contracts or placements of less than 12 months' duration or for doctors who work less than full time), may be carried forward to the next post or placement within the Trust. This is not an entitlement and must be with the agreement of the relevant department.

15.7 Pay is calculated on the basis of what you would have received had you been at work, based on your work schedule and on a 52 week reference period.

15.8 Public holiday entitlement is limited to New Year's Day, Easter Friday, Easter Monday, two May bank holidays, the August bank holiday, Christmas Day and Boxing Day. These days are additional to annual leave entitlement.



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15.9 On termination of your employment, you will be entitled to pay in lieu of any outstanding entitlement accrued in the leave year in which your employment terminates or be required to repay to the Trust salary received in respect of annual leave taken in excess of entitlement. The amount of the payment or repayment shall be based on accrued salary for the leave year paid at a rate of 1/260th of your salary for each day accrued.

15.10 Full details of annual leave and public holidays, professional and study leave and sick leave are set out in Section 6.8 of the Local TCS for Trust Doctors.

16. Policies and Procedures

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

17. Transfer of Information

17.1. Where you are required to rotate between employing organisations, you acknowledge that we may receive and transfer personal and confidential information regarding your employment and training, as necessary for the continuation of your employment. Such personal and confidential information may include personal and special category data for the purposes of the General Data Protection Regulation and the Data Protection Act 2018.

17.2 On commencement of employment with the Trust, your personal data will be uploaded to the Electronic Staff Record (ESR). ESR is a workforce solution for the NHS which is used by the Trust to effectively manage the workforce leading to improved efficiency and improved patient safety.

In accepting employment with the Trust, you accept that the following personal data will / may be transferred if your employment transfers to another NHS organisation.

- Name, Date of Birth, NI Number, GMC Registration.
- DBS information.
- Statutory Benefits Entitlements.
- Continuous Service Records.
- Appraisal Dates (if recorded).
- Assignments History
- Salary Details
- Learning and development (Mandatory & Statutory Training) Records.
- Occupational Health (Immunisation) Records

17.3. Certain personal data is transferred from one NHS organisation to another when your employment transfers. NHS organisations have a legitimate interest in processing your data in this way to enable them to establish the employment of a suitable workforce and improve efficiencies within the NHS by making costs savings for Trusts and to save you time if your employment transfers.



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For further information relating to processing of personal data please go to the Trusts Information Governance pages on the Intranet / Internet.

If you have any concerns or queries about this please contact the Trusts Data Protection officer rch-tr.infogov@nhs.net

18. Disciplinary Procedure

18.1 The procedure for dealing with matters of alleged misconduct is detailed in your employer's policy and procedure which can be found on the Trusts' intranet site.

19. Grievance Procedure

19.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, copies of which are available on the Trust Intranet.

19.2 If you wish to appeal against a disciplinary decision you may apply in writing to the Director of HR and OD in accordance with our disciplinary procedure.

19.3 If you wish to raise a grievance you may apply in writing to your Clinical Supervisor (Line Manager) in accordance with our grievance procedure.

20. Intellectual Property

20.1 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'.

21. Termination of employment

21.1 You are employed on a fixed-term basis and the Contract will terminate at the end of the fixed term which is **XXX** without the need for further notice from either party.

21.2 This Contract of employment can be brought to an end prior to the expiry of the fixed-term arrangements. In such circumstances, either you or the employer must give notice in writing, except where the provisions of paragraph 21.7 apply.

21.3 The employer shall provide the following minimum periods of notice:

- a. One week's notice if the period of continuous employment is less than two years; or
- b. 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
- c. 12 weeks' notice if the period of continuous employment is 12 years or more.

21.4 The minimum period of notice to be given by you where you have been continuously employed for at least four weeks, shall be one week (unless the period specified in paragraph 21.5 below is longer). The period of continuous employment shall be computed in accordance with the Employment Rights Act 1996, as amended from time to time.



XXXX

Representative of employing organisation's signature

Date: XXXXX

Date of this agreement XXXXX

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 Human Resources department upon request.

Appendix 1

Work Schedule attached

