

LOCALLY EMPLOYED DOCTOR

CONTRACT OF EMPLOYMENT

BETWEEN:

Cambridgeshire and Peterborough NHS Foundation Trust and

Dr XXXXXXXXXX

THE POST

1. XXXXXXXXXX

- 1.1. Your job title is XXXXXXXXXX
- 1.2. The appointment is in line with the principles and pay conditions outlined in the Terms and Conditions of Service for NHS Doctors and Dentists in Training (“the TCS”) which may be amended by collective negotiation from time to time.¹
- 1.3. It is a condition of your employment that you achieve the objectives as outlined for the placement. These must be completed in accordance with the Work Plan within the timescale approved by the Cambridgeshire and Peterborough NHS Foundation Trust or other relevant body.
- 1.4. 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 practice.

¹ A copy of the TCS may be found at www.nhsemployers.org

2. Commencement of Employment

- 2.1 Employment under this contract commences on XXXXX and will terminate on XXXXX.
- 2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, commences on **XXXXXX**.
- 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 Personal Work Plan. . Should the hours in your Personal Work Plan be varied following a change of post or placement or following a review your salary will be amended accordingly.
- 2.5 Your salary will be assessed in accordance with the pay framework set out in Schedule 2 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. The maximum number of hours that may be worked in any given week is set out in Schedule 3 of the 2016 TCS.
- 2.6 The maximum number of hours that may be worked in any given week is set out in Schedule 3 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 we 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;
 - 3.1.2 to maintain goodwill;
 - 3.1.3 to carry out our respective obligations in agreeing and operating a Work Plan;

3.1.4 to carry out our respective obligations in accordance with appraisal arrangements; and

3.1.5 to carry out our respective obligations relating to the organisations policies, objectives, rules, working practices and protocols.

THE WORK

4. Location

4.1 Your principal place of work is XXXXXXXXXX. Other work locations including off site working may be incorporated in your Job Plan or work schedule where appropriate. You will generally be expected to undertake your duties at the principal place of work, other sites where your employer offers services or other locations identified in the Job Plan or work schedule.

. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

5. Duties

5.1 Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the contracted hours as part of your post, as reviewed from time to time in line with the provisions in clause 5.5 below.

5.2 Objectives

The purpose of your Agreed Personal Learning Objectives is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the post. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

5.3 Emergency Responses

We may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not however, required to be available for such eventualities.

6 Work Scheduling

6.1 Work Schedule/Job Plan

The purpose of your Work Schedule/Job Plan is to set out in clear and transparent terms the service commitments and academic requirements expected and achieved whilst in the post. Additionally you may be required to meet with your supervisor to agree and to include your Work Schedule/Job Plan other objectives that should be reasonably covered during this employment.

6.2. Scheduling of Activities

- 6.2.1 The Work Schedule/Job Plan 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.
- 6.2.2 Additional hours (up to a maximum set out in Schedule 3 of TCS 2016) may be contracted for separately from time to time. The rates for basic pay are set out in the latest pay circular.
- 6.2.3 Any variations to your Work Schedule/Job Plan weekly commitments should be averaged out over the length of the rota cycle, the length of your post or 26 weeks, whichever is shorter so that your average commitments are consistent with the provisions of the Working Time Regulations 1998 (WTR) as amended from time to time.

6.3 External Duties

Where you have approved external duties included in your Work Schedule/ Job Plan, 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.

7 Spare Professional Capacity

- 7.1 The 2016 TCS, Schedule 3, outlines contracted 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 offer your services to the NHS as set out in the paragraphs pertaining to locum work in Schedule 3 of the TCS.

8 Hours which attract a pay enhancement.

- 8.1 To recognise the unsocial nature of work undertaken at nights and on weekends, the provisions of Schedule 2 of the 2016 TCS will apply.

9 On-Call Rotas

- 9.1 If you are required to be on an on-call rota, the provisions of Schedule 3 of the 2016 TCS will apply.
- 9.2 Your on-call commitment will be set out in your Work Schedule/Job Plan.

PAYMENT

10 Pay

10.1 The full-time equivalent basic salary applicable on commencement in this employment is Paycode XXXXXX per annum pro rata. Your actual salary will be assessed on the basis of your Work Schedule/Job Plan and may comprise one or more of the following.

10.1.1 If your Work Schedule/Job Plan 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;

10.1.2 If part of the work in your Work Schedule/Job Plan is undertaken at a time which attracts an enhanced hourly rate of pay, that part will be paid as set out in Schedule 2 of the 2016 TCS;

10.1.3 If you are required to participate in work at the weekend, you will receive a weekend allowance calculated in accordance with Schedule 2 of the 2016 TCS;

10.1.4 If you are required to participate in an on-call rota, you will receive an on-call availability allowance calculated in accordance with Schedule 2 of the 2016 TCS;

10.2 Your salary will be payable monthly in arrears on the 25th day of each month (or nearest working day before if 25th is a weekend or public holiday).

11 Deductions from Pay

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

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 Schedule 2 and Schedule 14 of the 2016 TCS.

13 Expenses

13.1 You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Schedule 11 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, public holidays and sick leave are set out in Schedule 9 of the 2016 TCS.

14 Schedules 9 and 13 of the 2016 TCS set out where arrangements for special leave, maternity, paternity., parental, carer's and adoption leave can be found.

15. Appraisal and Clinical Governance

15.1 The National Appraisal Scheme (Department of Health Advance Letter (MD) 5/2002) applies to your post. You must co-operate fully in the operation of the appraisal scheme. You must also comply with our clinical governance procedures.

16 Policies and Procedures

16.1 You are required to familiarise yourself and comply with your employer's policies and procedures as may from time to time be in force and those of any other sites identified in your work plan

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 procedure for dealing with grievances is detailed in your employer's policy and procedure which can be found on the Intranet or upon request from Medical Services. This procedure does not have contractual effect.

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 provisions governing termination of employment are set out in Schedule 10 of the 2016 TCS.

21 Governing Law

21.1 The contract and any dispute or claim arising out of or in connection with it, or its subject matter, or information, 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.

ENTIRE TERMS

22. Entire Terms

This contract and the TCS and any local agreements contain 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.

By accepting this offer, you accept that your personal data may be transferred from the Trust to another NHS organisation where your employment transfers within the NHS. This is in accordance with the streamlining programme which is aimed at improving efficiencies within the NHS both to make costs savings for NHS organisations but also to save you time when your employment transfers.

I, Dr XXXXXXXXXXXX and Cambridgeshire and Peterborough NHS Foundation Trust

have understood and agree to honour the terms and conditions set out in this contract of employment

[] *Doctor's signature*

[] *Representative of employing organisation's signature*

Date of this agreement []*