

**STATEMENT OF AGREED TERMS AND CONDITIONS OF EMPLOYMENT FOR
Locally Employed Doctors**

THIS CONTRACT IS BETWEEN:

Wrightington Wigan and Leigh Teaching Hospitals NHS Foundation Trust

And

**{fullname}
{applicantaddress1}, {applicantaddress2}, {applicantaddress3},
{applicanttown}, {applicantpostcode}**

Date of this agreement: {current_date}

THE POST

1. Role

1.1 Your job title is **{jobtitle}** in **{insert specialty}**.

1.2 The appointment is subject to regionally agreed Terms and Conditions of Service for Locally Employed Doctors (LED's), which may be amended by collective negotiation from time to time. A copy of the TCS is available on the WWL Intranet.

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.

2. Commencement of Employment and Pay Point

2.1 Employment under this contract **begins/began** on **{bookedstartdate}** and will terminate on **{insert date}**.

2.2 Your employment shall, subject to the remaining terms of this contract, continue for a fixed term period of **{insert number}** month's duration, subject to satisfactory appraisal. It will terminate on **{insert date}** without the need for notice unless

previously terminated by either party giving the other the required period of notice, as set out in section 22 of this contract.

2.3 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, **begins/began on {Continuous Service Date}**.

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 job plan. Should the hours in your job plan be varied following a change of post or placement or following a job plan review (as detailed in Section 5 of the TCS), your salary will be amended accordingly.

2.5 Your salary will be assessed in accordance with the pay framework set out in Section 2 of the 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 3 of the TCS.

2.7 The Trust reserves the right to vary your hours, on a temporary or continuing basis, with notice.

2.8 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 maintain professional standards and obligations as set out by the General Medical Council (GMC);

3.1.2 to co-operate with each other and maintain goodwill;

3.1.3 to carry out our respective obligations in agreeing and operating in line with your Job Description and Terms and Conditions for Locally Employed Doctors;

3.1.4 to carry out our respective obligations relating to the policies and procedures, objectives, rules, working practices and protocols;

3.1.5 to keep patients (and/or their carers, if appropriate) informed about their condition;

3.1.6 to involve patients (and/or their carers, if appropriate) in decision-making about their treatment;

3.1.7 to maintain the required level of skills and knowledge; and

3.1.8 to protect patients and colleagues from any risk posed by their own health or fitness to work.

THE WORK

4. Location

4.1 Your principal place of work is **{offersite}**. Other work locations, including off site working, may be incorporated in your job plan where appropriate. You will generally be expected to undertake duties at the principal place of work, other sites where your employer offers services or other locations identified in the job plan. You may also be required to travel between work sites and attend official meetings at other locations. / Exceptions will include travelling between work sites and attending official meetings away from the workplace.

4.2 You may be required to work at any site within your employing organisation, including new sites, provided that they are within a reasonable travelling distance from your home address.

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 your job description, the Terms and Conditions for Locally Employed Doctors and undertaking the activities set out in your job plan, as reviewed from time to time, and which are consistent with your grading.

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 job description and job plan; however, you are not required to be available for such eventualities.

7. Job Plan

7.1 In accordance with Section 4 of the LED TCS, the purpose of your job plan is to set out in clear and transparent terms the service commitments expected of you while in the post. The work plan is not contractually binding in itself, but you have a duty to make all reasonable efforts to follow it.

7.2 The process for discussion and review of job plans is set out in Sections 4 and 5 of the LED TCS.

7.3 Scheduling of Activities:

7.3.1 The 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 planned to take place;

7.3.2 Additional hours (up to the maximum set out in Section 3 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;

7.3.3 Any variations in your planned 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.

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

8. Spare Professional Capacity

8.1 The TCS, Section 3, 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 NHS as set out in the paragraphs pertaining to locum work in Section 3 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 2 of the TCS will apply.

10. On-Call Rotas

10.1 If you are required to be on an on-call rota, the provisions of Section 3 of the TCS will apply.

10.2 Your on-call commitment will be set out in your job plan.

PAYMENT

11. Pay

11.1 The full-time equivalent basic salary applicable on commencement for this employment is **{offersalary}** per annum. Your actual salary will be assessed on the basis of your job plan and may comprise one or more of the following:

11.1.1 If your 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;

11.1.2 If part of the work in your job plan is undertaken at a time which attracts an enhanced hourly rate of pay, that part will be paid as set out in Section 2 of the 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 2 of the 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 2 of the TCS.

11.2 Your salary will be payable monthly in arrears each month.

12. Deductions from Pay

12.1 In the event of any salary over payment being made, and in the event that any We will not make deductions from, or variations to, your salary as set out at paragraph 11.1 other than those permitted by law without your express written consent.

13. Pension

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 2 of the TCS.

14. Expenses

14.1 You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Section 10 of the 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

15. Expenses

15.1 Based on a standard working week of five days, you will be entitled to

15.1.1 On first appointment to the NHS: 27 days

15.1.2 After five years' completed NHS Service: 32 days

15.2 Full details on:

15.2.1 Annual Leave

15.2.2 Professional and Study Leave

15.2.3 Sick Leave

15.2.4 Special Leave

15.2.5 Maternity, Paternity, Parental, Carers and Adoption leave

Can be found in Section 8 of the LED Ts and Cs:

15.3 Consent to take leave will be granted subject to the needs of your department and in line with local protocols

15.4 You will be entitled to take your birthday as an additional day off. The additional day does not form part of the annual leave entitlement and is not transferable, cannot be accrued and will not be backdated

15.5 You will be allowed to take one day off work. Due to the different working patterns of clinical and non-clinical staff across the Trust, it is recognised there will be different variations of days off, in terms of working hours taken, depending on where you work and what day of your work pattern your birthday falls on. The day is not allocated on a pro-rata basis, it applies to scheduled working hours as they fall on your birthday.

15.6 It is recommended that you speak with your Managers to agree the day you will take off based around your working patterns and the day your birthday falls.

15.7 Whilst every effort will be made to agree the actual day of your birthday off, you are reminded that patient safety will come first and approval will be subject to the exigencies of the service.

15.8 Your entitlement to this benefit will start on **{offerstartdate}**.

15.9 Public holiday entitlement is limited to New Year's Day, Good Friday, Easter Monday, two May day bank holidays, August Bank Holiday, Christmas day and Boxing Day. These days are in addition to annual leave entitlement.

16. Registration and Right to work and Personal Information

16.1 It is a condition of your employment that you are registered with the General Medical Council (GMC) throughout the duration of your employment, and you continue to hold a Licence to Practise.

16.2 The Trust may share with the GMC any information and concerns that it may have in relation to your capability, competence or conduct where the Trust deems it appropriate.

16.3 Similarly, if you provide additional services to the Trust or any other NHS Body through NHS Professionals or any other agency, the Trust may share with them any additional information that it may have in relation to your capability, competence or conduct where the Trust deems it to be appropriate

16.4 Should you leave the Trust to take up employment with another NHS Organisation the Trust may share information relating to your employment, such as DBS status, statutory and mandatory training, attendance and disciplinary records.

16.5 The Trust may also be required to release information under the Freedom of Information Act (2000) (as may from time to time) relating to you/and or your services to the Trust.

16.6 You are normally covered by the NHS Hospital and Community Health Service indemnity against claims of medical negligence. However, in certain circumstances (especially in respect of service for which you receive a separate fee) 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.

16.7 The Trust requires that all employed professionals abide by the relevant published codes of professional practice.

16.8 You are required to provide satisfactory evidence to the Trust of your eligibility to work in the United Kingdom prior to and when requested throughout the period of your employment.

16.9 You agree to immediately notify the Trust if you cease to be entitled to work in the UK at any time during your employment with the Trust.

16.10 Failure to comply with 16.8 and/or 16.9 may result in your exclusion from work without pay and/or your dismissal.

17. Information Governance

17.1 During the course of your employment, you will become aware of confidential information concerning patients or staff. All such information must be treated as confidential and breach of such confidence may result in dismissal.

17.2 A duty of confidence arises when one person discloses information to another (e.g. patient to clinician) in circumstances where it is reasonable to expect the information will be held in confidence. You are legally obliged not to disclose confidential information without the consent of the confider unless there is a legislative basis for the disclosure.

17.3 While undertaking work on behalf of the Trust, you are responsible for keeping up to date with information governance policies, procedures and guidance. As an employee of the Trust you have duties around information security, records management and information quality.

17.4 You are obliged to ensure all information recorded is accurate, relevant and not excessive and that you follow Trust procedures on the appropriate recording of information. You are required to assist the Trust in ensuring the safe use, storage and transfer of information and you must at all times follow Trust guidance on issues such as encryption, home working and remote access.

17.5 As part of ensuring safe and appropriate use of Trust systems, staff members' access to all systems e.g. email and intranet use is monitored. Breaching any of these requirements may be viewed by the Trust as a serious disciplinary offence.

18. Gifts and Gratuities

18.1 You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities. Please refer to WWL Intranet for more information.

19. Confidentiality

19.1 In accordance with the Data Protection Act 1998 you are not entitled to use for your own benefit or gain, or to divulge to any persons, firm or other organisation whatsoever, any confidential information belonging to the trust or relating to the Trust's affairs or dealings which may come to your knowledge during your employment.

19.2 On no account must information relating to patients is divulged to anyone other than authorised persons – for example, medical, nursing or other professional staff involved in the care, diagnosis and/or treatment of the patient. Similarly, no information of a personal or confidential nature should be divulged to anyone without the proper authority first having been given. If you are in any doubt whatsoever in relation to the release of information under this heading you should seek guidance from your Manager.

20. Research and Governance

20.1 If you are undertaking research and development as part of your role within the Trust you have responsibilities under the NHS Research Governance Framework, Health and Safety legislation and Data Protection Act.

21. Health and Safety

21.1 The Trust has a written statement of general policy as required by the Health and Safety at Work etc. Act 1974, which all employees should make themselves familiar with. It is the duty of every employee to comply with the Health and Safety at Work etc. Act, and any health and safety Regulations made under the Act and, in particular, with the duties set out under Sections 7 and 8 of the Act, which requires every employee to:

21.1.1 take reasonable care of their health and safety and that of others who may be affected by their acts or omissions at work;

21.1.2 co-operate with the Trust as regards to any duty or requirement imposed on the employer in the pursuit of compliance with statutory provisions;

21.1.3 not intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare.

21.2 Additionally, every employee is required to report all accidents/incidents/near misses, and to use any safety equipment provided for their protection.

21.3 Under the Regulatory Reform (Fire Safety) Order 2005, you are required to receive instructions and training, to be repeated at regular intervals, on the action to

be taken in the event of an emergency. It is your responsibility to ensure you receive the training, which is provided regularly by the Trust.

22. Incidents Accidents and Near Misses on Duty

22.1 If you are involved in any accident, untoward incident or near miss when on duty, however trivial, you must immediately report it to your line manager. Details of the occurrence must be submitted in writing by completing a Datix incident form available on the Trust's Intranet (or whatever other incident reporting form may be in use from time to time).

22.2 If you see equipment that is faulty you must not use it but must report it to your line manager immediately

22.3 Certain breaches of health and safety and/or legal regulations may constitute gross misconduct as defined by the Trust's Disciplinary Policy & procedure

23. Declaration of Interest

23.1 All applicants to any job role within the Trust are required to declare any involvement either directly or indirectly with any firm, company, relevant person or organisation which has any interest with the Trust, the services provided by the Trust or any element of patient care. Failure to do so may result in an employment application being rejected, or if it is discovered after appointment the omission of such information could lead to dismissal. This includes any form of private practice relating to medical care. All applicants who are unsure should seek clarification and obtain prior approval from the organisation. Approval will depend on your role and duties within the NHS and whether the organisation is satisfied that any conflicts of interest which might arise can be either managed or avoided.

24 Disciplinary Policy and Methods of Appeal

24.1 The provisions relating to disciplinary procedure appear in 'Maintaining High Professional Standards in the Modern NHS' (HSC 2003/012). For personal or professional misconduct, the local Conduct, Capability, Ill Health Policy and Procedure is followed.

24.2 The disciplinary policy for practitioners can be found on the Trust intranet site or from the Human Resources Department.

An employee who is dissatisfied with the outcome of any stage of the formal disciplinary procedure may appeal to a member of management immediately senior to the manager who has taken the decision. This must be done within 14 days of the disciplinary decision being communicated to the employee in writing, must be made in writing and should clearly state the basis on which the appeal is to be made.

25. Grievance Policy and Methods of Appeal

25.1 Should you have any grievance relating to your employment you are entitled to discuss the matter in the first instance with the consultant (or consultants) to whom

you are responsible, and where appropriate to consult, either personally or in writing, with the HR Department. The grievance policy can be found on the HR Intranet site or from the Human Resources Department.

25.2 An employee who is dissatisfied with the outcome of any stage of the grievance procedure may raise the grievance through the next stage of the procedure to the member of management immediately senior to the manager who has taken the previous decision. This must be done by completing the relevant section of the grievance form.

26. Freedom to Speak Up

26.1 The Trust has a responsibility to create an environment where staff feel able to raise concerns in confidence. Employees have a responsibility to raise concerns about safety, malpractice, or wrongdoing at work. This includes concerns about issues which may affect patients, the public, other staff or the organisation. If you have a concern, you should raise it so that it can be properly investigated. For further guidance, please refer to the Freedom to Speak Up Policy, available on the Trust's Intranet

27. Code of Conduct

27.1 Employees are required to read and adhere to the code of conduct. This applies to all employees both on and off site whilst representing the Trust, during or outside of working hours. The code does not normally apply at other times unless the behaviour in question is such that the Trust is brought in to disrepute. Breaches of the Code of Conduct will be treated as a disciplinary offence and may result in your dismissal. The Code of Conduct is available on the Trust Intranet site.

28. Convictions and Offences

28.1 You are required to tell your line manager immediately of any police investigations in which you are involved and/or any police cautions, convictions, bind-overs or offences which you are given or charged with whilst you are employed by the Trust. Failure to do so may be considered to be gross misconduct under the Trust's disciplinary procedure.

28.2 Due to the nature of the work, your job role may fall under the Exceptions Order of the Rehabilitation of Offenders Act (1974). If this is the case you will be required to consent to and apply for a standard/enhanced disclosure from the Disclosure and Barring service ("DBS", formerly known as the Criminal Records Bureau) and to maintain registration with the DBS Update Service for the duration of your employment with the Trust.

28.3 You authorise the Trust to deduct the cost of your DBS disclosure(s) together with any associated costs from any payment due to you within the first 3 months of employment if applicable.

28.4 Your employment is conditional upon the Trust being satisfied with your disclosure from the Disclosure & Barring Service, and upon you immediately

informing the Trust if you are barred by the Secretary of State and/or the Disclosure & Barring Service or any successor body from working and/or engaging in regulated activity with children and/or vulnerable adults.

28.5 The Trust has a statutory duty to refer your name and relevant information to the Disclosure & Barring Service (or any successor body) where there is a concern that you are not suitable to work and/or engage in regulated activity with children and/or vulnerable adults.

29. HR Policies and Procedures

29.1 All Human Resources policies and procedures can be found on the HR Intranet site or from the Human Resources Department.

30. Raising Concerns

30.1 The Trust has a responsibility to create an environment where staff feels able to raise concerns in confidence. Employees have a responsibility to raise concerns about safety, malpractice, or wrongdoing at work. This includes concerns about issues which may affect patients, the public, other staff or the organisation. If you have a concern, you should raise it so that it can be properly investigated. For further guidance, please refer to the Raising Concerns policy available on the intranet via the policy library.

31. Intellectual Property

31.1 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'

32. Trust Property

32.1 All documents, manuals, hardware and software provided for your use by the Trust, and any data or documents (including copies) produced, maintained or stored on the Trust's computer systems or other electronic equipment (including laptops and mobile phones), remain the property of the Trust.

32.2 Any Trust property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your line manager at any time on request and in any event prior to the termination of your employment with the Trust.

33. Transfer of Information

33.1 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 training. 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.

33.2 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.

33.3 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.

- DBS status,
- Statutory and mandatory training
- Attendance
- Disciplinary records

33.4 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.

34. Conflict of Interest

34.1 In accordance with the Managing Conflict of Interest Policy, Code of Conduct/Disciplinary Policy/Standing Financial Instructions, Fraud, Corruption and Bribery Policy, as an employee of the Trust you are required to declare any interests, which may be relevant to the work of the Trust or your work within the organisation. Including (note the list is not exhaustive):

Register of Interests:

- Outside employment (including self-employment, secondary employment outside NHS Contract)
- Shareholding and other ownership interests
- Patents Loyalty interests
- Sponsored research
- Sponsored posts
- Clinical private practice
- Directorships/ownership of companies including non-executive directorships,
- Ownership or part-ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the NHS.
- Majority or controlling shareholdings in organisations likely or possibly seeking to do business with the NHS.
- A position of authority in a charity or voluntary Trust in the field of health and social care.
- Any connection with a voluntary or other Trust contracting for NHS services.
- The interests of spouses and cohabiting partners should also be declared (Declaration of Interest)

Failure to register such an interest is a serious disciplinary matter and may constitute gross misconduct.

35. NHS Constitution

35.1 The NHS Constitution establishes the principles and values of the NHS in England. It sets out the;

- Rights – to which patients, public and staff are entitled,
- Pledges – which the NHS is committed to achieve, and
- Responsibilities – which the public, patients and staff owe to one another
- It is your responsibility to familiarise yourself with the NHS Constitution document, which is further supported by the NHS Constitution handbook. Both are available via the www.GOV.uk website.

36. USE OF TRUST E-MAIL, INTERNET AND COMPUTER FACILITIES

36.1 Employees are permitted to use Trust E-Mail, Internet and computer facilities if required to do so in the course of their employment and for reasonable, personal use on their own time, subject to compliance with the Trusts Internet User Policy (is this still in place) and authority from their line manager. Employees must ensure that no computer software is installed or used on Trust equipment without the consent of the IT Department.

37. Termination Of Employment

37.1 The provisions governing termination of employment are set out in Section 9 of the TCS.

38. Governing Law

38.1 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.

39. Entire Terms

39.1 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.

39.2 Where any external term is incorporated by reference, such incorporation is only to the extent so stated and not further or otherwise.

40. Acceptance of Contract of employment

40.1 I have read, and understood this contract and relevant attachments. I agree and accept its contents and have confirmed my acceptance by using the online function in TRAC. I have retained a copy for my own information.

40.2 I agree that if I fail to confirm my acceptance by using the online function in TRAC or sign and return a paper copy of this Contract but start and continue to work in the job role then I will be deemed to have accepted the terms and conditions contained within this contract.

Employee Acceptance:

Name:

Date:

Employer Acceptance:

Name & Position: {loggedinusersignature}

Date: {current_date}