



## **Trust Appointed (Non-Training) Doctors or Dentists**

### **STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT**

#### **THIS CONTRACT IS BETWEEN:**

Salisbury NHS Foundation Trust

and





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

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

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

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

## **8. Spare Professional Capacity**

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

## **9. Hours which attract a pay enhancement**

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

## **10. On-Call Rotas**

10.1. If you are required to be on an on-call rota, the p 356.21 Tm6 328f 35.04 reW\*nB/F4 12 Tf1 C

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

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

**12. Pension**

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

**13. Expenses**

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

**OTHER CONDITIONS OF EMPLOYMENT**

**14. Leave and holidays**

- 14.1. Full details of annual leave and public holidays, professional and study leave and sick leave are set out in Section 11 of the 2016 TCS.
- 14.2. Section 11 of the 2016 TCS set out where arrangements for special leave,

**16. Policies and Procedures**

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

**17. Disciplinary Procedure**

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

## 18. Grievance Procedure

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

## 19. Intellectual Property

19.1 NHS as an Innovative Organisation, Framework and Guidance on the  
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## 20. Termination of employment

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

## 21. Governing Law

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

## 22. Entire terms

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

**AGREEMENT**

I

and

Salisbury NHS Foundation Trust

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

[ ]

Date:

A rectangular area that has been redacted, obscuring a signature. The redaction is a solid black box.

*Melissa Speed Medical HR Officer*

Date:

## Notes

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

Updates on salary values are published in the NHS Employers website [www.nhsemployers.org](http://www.nhsemployers.org)

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