

## FINAL VERSION

### [SPECIALTY DOCTOR] [ASSOCIATE SPECIALIST] CONTRACT

[Delete as appropriate]

### CONTRACT OF EMPLOYMENT

#### BETWEEN:

[Insert name of employing organisation]\* and

[Insert name and address of employee]\*

#### THE POST

1. **[Specialty Doctor] [Associate Specialist]** [delete as appropriate]

1.1. Your job title is [ ]\* in [insert specialty]\*.

1.2. The appointment is subject to the national Terms and Conditions of Service for Specialty Doctors/Associate Specialists (*delete as appropriate*) ("the TCS") which may be amended by collective negotiation from time to time.<sup>†</sup>

#### 2. Commencement of Employment

2.1 Employment under this contract [begins/began]\* on [insert date]\*. [Your pay scale code on commencement is [insert code ]]\*.

2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, [begins/began]\* on [insert date]\*.

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count. The amount of reckonable service is [ ]\*.

2.4 Your incremental date is [ ]\*.

#### 3. General Mutual Obligations

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\* Employing organisation to complete

<sup>†</sup> A copy of the TCS may be found at <http://www.wales.nhs.uk/sites3/page.cfm?orgid=433&pid=16423>.

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- 3.1** While it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and 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 Job 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 [            ]\*. Other work locations including off site working may be agreed and incorporated in your Job Plan where appropriate. You will generally be expected to undertake your Sessions at the principal place of work or other locations agreed in the Job Plan. 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 Main Duties and Sessions

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Sessions set out in your Job Plan, as reviewed from time to time in line with the provisions in clause 5.5 below.

#### 5.2 Associated Duties

You are responsible for the associated duties set out in Schedule 3 of the TCS.

#### 5.3 Outcomes

The purpose of including agreed personal outcomes in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question. These

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outcomes are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

### 5.4 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. Where emergency recalls of this kind become frequent, an interim job plan review may be triggered in accordance with Schedule 4 of the TCS.

### Job Planning

#### 5.5 Job Plan

You and your clinical manager have agreed a prospective Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Sessions, your responsibilities, your accountability arrangements and your outcomes and supporting resources.

You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 4 of the TCS.

## 6. Sessions

### 6.1 Scheduling of Activities

You and your clinical manager will agree in the schedule of your job plan the Sessions that are necessary to fulfill your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all activities.

Subject to the provisions for recognising work done in Out of Hours (see clause 8 below) a Session has a timetable value of four hours. Each Session may include a combination of duties.

Your Job Plan will contain [*insert*]\* Sessions per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain ten (10) Sessions subject to the provisions in clause 6.6 to agree Additional Sessions (up to the maximum permitted by the Working Time Regulations) which can be contracted for separately from time to time. The rates for basic pay are set out in the latest Pay Circular.

*[Note: the number of Sessions will need to be adjusted for part-time doctors. Where a doctor has a part-time contract, the employing organisation will need to agree the number of weekly Sessions that should be included in the Job Plan.]*

### 6.2 Flexibility

Attaching a time value to Sessions is intended to provide greater transparency

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about the level of commitment expected of doctors by the NHS. However, you and your clinical manager can agree flexible arrangements for timing of work.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Sessions. In such a case, you and your clinical manager will agree an annual number of Sessions and your Job Plan will set out variations in the level and distribution of Sessions within the overall annual total.

You and your clinical manager may agree, as part of your Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged out over twenty six (26) weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

### **6.3 Balance between Direct Clinical Care and other Sessions**

Most sessions will be devoted to Direct Clinical Care, however it is expected that in accordance with the Welsh Good Practice Guide, in the order of two sessions for Supporting Professional Activities (or 20% of working time) subject to a minimum of one. There will be local agreement as to the appropriate balance between activities. The precise balance will be agreed as part of Job Plan reviews as described in Schedule 4 of the TCS.

### **6.4 External Duties**

Where you have External Duties included in your Job Plan you will provide 6 weeks written notice 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 clinical manager.

### **6.5 Recognition of Emergency Work arising from On-Call Duties**

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Sessions in your Job Plan schedule. You may as part of the Job Planning process however, be required to participate in an on-call rota to respond to unpredictable emergencies.

The provisions of Schedule 6 of the TCS apply to unpredictable emergency work arising from on-call rota duties that takes place other than during a Session scheduled in your Job Plan.

### **6.6 Additional Sessions**

You and your clinical manager may from time to time agree that you will undertake Additional Sessions over and above the [ten (10)] [Note: *add contracted number for part-time doctors*] Sessions that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. Remuneration for Additional Sessions is covered by clause 20 below.

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You do not have to agree to carry out more than [ten (10)] *[Note: to be adjusted for part-time doctors]* Sessions on average per week. However, where you do give your agreement, you must undertake such activities.

Any agreement to carry out Additional Sessions will be made in writing. The Additional Sessions will be incorporated into your Job Plan schedule.

### 7. Out of Hours

The provisions in Schedule 8 of the TCS will apply to recognise the unsocial nature of work done Out of Hours and the flexibility needed by doctors who work at these times as part of a more varied overall working pattern.

On any occasion where a doctor is scheduled to work during the Out of Hours period, the employing organisation will ensure that the doctor has adequate rest both before and after this period of duty.

### 8. On-Call and Emergency Duties

#### 8.1 On-Call Rotas

Where you are on an on-call rota, the provisions in Schedule 9 of the TCS will apply.

Your on-call duties will be set out in your Job Plan and the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

#### 8.2 On-Call Availability Supplements

Where you are on an on-call rota, you will receive an on-call availability supplement calculated in accordance with Schedule 14 of the TCS. The level of supplement will depend on the frequency of your participation on the rota. Payment will cease when you cease to be on an on call rota.

## OTHER CONDITIONS OF EMPLOYMENT

### 9. Registration Requirements

It is a condition of your employment that you are, and remain, [a registered dental practitioner] [a fully registered medical practitioner] *[Note: employing organisations to delete as appropriate]* and continue to hold a licence to practise.

### 10. Fee Paying Services and Private Professional Services

#### 10.1 Minimising Potential for Conflicts of Interest

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 7 of the TCS in order to help minimise

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the risk of any perceived conflicts of interest to arise with your work for the NHS.

### 10.2 Fee Paying Services and NHS Sessions

Examples of Fee Paying Services are set out in Schedule 11 of the TCS.

You will not carry out Fee Paying Services during your Sessions except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your sessions, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties or where you can account for your full time hours elsewhere. Schedule 12 of the TCS sets out the principles governing the receipt of additional fees.

### 10.3 Private Professional Services and NHS Sessions

Subject to the provisions in Schedule 9 of the TCS, you may not carry out Private Professional Services during your Sessions.

### 11. Deductions from Pay

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

### 12. Appraisal and Clinical Governance

The National Appraisal Scheme ([need to include here the relevant circular for Wales – Gwenda to complete) 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.

### 13. Gifts and Gratuities

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities.

### 14. Policies and Procedures

You are required to comply with our Policies and Procedures as may from time to time be in force.

### 15. Grievance Procedures

The grievance procedures, which apply to your employment, are set out in

[ ]. *[Note: employing organisation to add reference to local procedures]*

### 16. Disciplinary Matters

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16.1 Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures.

16.2 In matters of personal conduct you will be subject to the Employer's Disciplinary Policy.

16.3 In matters of professional conduct and competence the existing arrangements will apply, pending *the outcome of* negotiations on an all Wales policy.

### **17. Intellectual Property**

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'.

### **18. Other Conditions of Service**

The provisions in Schedule 13 of the TCS will apply.

## **PAY**

### **19. Salary**

#### **19.1 Basic Salary and Pay Increments**

Your basic salary on commencement is [£                    ]. *\*[Note: employing organisations to complete based on Schedule 14 of the Terms and Conditions]*  
This has been calculated in accordance with the provisions in Schedule 14 of the TCS and in accordance with transitional arrangements. Your salary will be payable monthly.

Your basic salary will increase when you receive pay increments in accordance with Schedule 15 of the TCS.

Where a pay increment is awarded your salary will increase on your incremental date (see paragraph 2.4 above).

#### **19.2 Criteria for Incremental Pay Progression**

You will not receive pay progression automatically, but it is expected that you will progress incrementally according to the criteria set out in Schedule 15 of the TCS and in accordance with transitional arrangements. We will make all reasonable efforts to support you in meeting the criteria for pay progression.

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### 20. Rates for Additional Sessions

The annual rate for an Additional Session is 10% of full time basic salary (see Schedule 14 of the TCS). Full time basic salary is set out in the latest pay circular issued by Welsh Assembly Government.

Any Additional Sessions that you carry out during out of hours, will be calculated in accordance with Schedule 8 of the TCS.

### 21. On-Call Availability Supplement

If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in Schedule 14 of the TCS.

The frequency of your on call availability will be detailed in your job plan.

## PENSION

### 22. Pension

The provisions in Schedule 16 of the TCS shall apply.

You will be entitled to become/continue to be [delete as appropriate] a member of the NHS Pension Scheme subject to its terms and rules, which may be amended from time to time.

Pensionable pay will include basic salary (up to ten Sessions, but not any Additional Sessions above ten for full time doctors), on-call availability supplements and any other pay expressly agreed to be pensionable.

You are contracted out of the State Second Pension Scheme.

## LEAVE AND HOLIDAYS

### 24. Leave and Holidays

You will be entitled to [ ] annual leave with full pay each year. Full details of annual leave and public holidays, professional and study leave, sick leave, special leave, maternity leave and sabbaticals are as set out in Schedule 17 of the TCS. Paternity, parental, carers and adoption leave entitlements are set out in Temporary Schedules 24 and 26 [Specialty Doctor TCS] / Temporary Schedules 25 and 27 [Associate Specialist TCS]. *[Note: employing organisations to delete as appropriate.]*

## OTHER ENTITLEMENTS

### 25. Expenses

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for travel, subsistence and other





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department upon request.

Updates on salary values are published in the Welsh Assembly Government website <http://www.wales.nhs.uk/sites3/page.cfm?orgid=433&pid=16423>.