

Doctor in Locum Appointment for Service (LAS) post

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

THIS CONTRACT IS BETWEEN:

Kent & Medway NHS and Social Care Partnership Trust

And

Name - address

LAS SPECIALTY REGISTRAR CONTRACT OF EMPLOYMENT

CONTRACT SUMMARY

Name:	{applicantfirstnames} {applicantmiddlenames} {applicantfamilyname}
Home address:	
Care Group:	{ou3name}
Job Title:	{offerjobtitle}
Date of appointment:	{offerstartdate}
Date of continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996:	{offerstartdate}
NHS reckonable service date (NHS entry date):	To be verified by KMPT payroll services
Starting salary:	per annum pro rata (plus on-call payment)
On-call allowance:	Please note that on-call is a mandatory requirement for this post. If you are required to be on-call in any of your placements, the provisions of Schedule 3 of the 2016 TCS will apply. Your on-call commitments will be set out in your work schedule for those placements where such commitments exist. On-call payments will commence once you have started working on the on-call rota.
Principal Place of Work:	
Number of Programmed Activities that constitute your standard contractual duties:	Full time – 10 PA (40 hours) per week plus on-call
Total annual leave entitlement:	LAS Fixed Term Float Trainee (on first appointment) = 27 days plus bank holidays. LAS Fixed Term Float Trainee (after 5 years completed NHS service) = 32 days plus bank holidays. These amounts are pro rata for part time staff. This is subject to confirmation of your previous NHS service.
Pro rata annual leave entitlement – current year	To be calculated and updated on SARD.
Duration of Employment:	Locum for a period of * months, from ** to **. As a floating member of team you can be deployed into a 4/6 month vacancy within Kent in line with the rotation dates. Any changes to post details will be discussed and agreed with you by the Medical Education Team.
Notice period:	Locum Appointment for Service - 1 month notice

THE POST

1. Doctor in Locum Appointment of Service (LAS) post

- 1.1. Your job title is Locum Appointment of Service (LAS) **F2** Trust grade doctor in Psychiatry.
- 1.2. 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.
- 1.3. This Contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996.
- 1.4. 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.

2. Commencement of Employment and Pay Point

- 2.1. Employment under this contract commences on **DATES** and will terminate on **DATES**. Your pay scale on commencement is **MT02, Nodal point 02** in accordance with the 2016 TCS.
- 2.2. Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, begins on **DATES**.
- 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.
- 2.5. Your salary will be assessed in accordance with local agreements. 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 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 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 respective obligations in accordance with educational and training requirements; and

3.1.4 to carry out our respective obligations relating to the employer's policies, objectives, rules, working practices and protocols.

THE WORK

4. Location

4.1. Your principal place of work is as per the contract summary above. Other work locations including off site working may be agreed and 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 or other locations agreed in the Job Plan or work schedule. 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 and undertaking the activities set out in your job plan and work schedule, as reviewed from time to time.

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

7. Job plan/Work Scheduling

- 7.1. You and your clinical manager have agreed a prospective job plan/work schedule that sets out your main duties and responsibilities, a schedule for carrying out your responsibilities, your accountability arrangements, your objectives and supporting resources.
- 7.2. The process for discussion and review of work schedules is set out in Schedules 4 and 5 of the 2016 TCS.
- 7.3. Scheduling of Activities
- 7.3.1. The work schedule for each post/placement will set out the hours and range of activities that are necessary to fulfill your duties and responsibilities under this contract, and include the duration and locations at which these activities are scheduled to take place.
- 7.3.2. Additional hours (up to the maximum set out in Schedule 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 scheduled weekly commitments should be averaged out over the length of the rota cycle, the length of your placement or 26 weeks, whichever is the 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 schedule. You may be required to participate in an on-call rota to respond to unpredictable emergencies.
- 7.5. Where you have approved external duties included in your work schedule, you will provide 6 weeks' written notice to your host organisation 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, Schedule 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 Schedule 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 Schedule 2 of the 2016 TCS will apply. The provisions of Schedule 2 are appended to this Contract at Appendix 2.

10. On-Call Rotas

10.1. If you are required to be on an on-call rota in any of your placements, the provisions of Schedule 3 of the 2016 TCS will apply.

10.2. Your on-call commitments will be set out in your work schedule for those placements where such commitments exist.

PAYMENT

11. Pay

11.1. The full-time equivalent basic salary applicable on commencement in this employment is £39,467.00 per annum. Your actual salary will be assessed on the basis of your work schedule and may comprise one or more of the following:

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 for each additional hour 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 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 TCS which is appended to this Contract at Appendix 2;

11.1.3. 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; which is appended to this Contract at Appendix 2.

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 Schedule 2 of the 2016 TCS; which is appended to this Contract at Appendix 2.

11.1.5. London Weighting (where applicable) is payable in accordance with Schedule 2 of the 2016 TCS which is appended to this Contract at Appendix 2.

11.2. Your salary will be payable monthly in arrears on the 24th of each month.

12. Deductions from Pay

12.1. 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 Schedule 2 and Schedule 14 of the 2016 TCS.

14. Expenses

- 14.1. You may be entitled to reimbursement for travel, subsistence and other expenses. Claims for expenses must be submitted in a timely manner (normally within one month of the time that the expenses were incurred).

15. Benefits

- 15.1 KMPT offer a range of ongoing initiatives. Further information can be found at: <https://www.kmpt.nhs.uk/about-us/careers/benefits>

OTHER CONDITIONS OF EMPLOYMENT

16. Leave and holidays

- 16.1. The annual leave entitlement for a full-time doctor is as follows, based on a standard working week of five days:
 - 16.1.1. On first appointment to the NHS: 27 days
 - 16.1.2. After five years' completed NHS service: 32 days
- 16.2. Where your contract is for less than 12 months, the leave entitlement is pro rata to the length of the contract.
- 16.3. A doctor working less than full time will be allocated leave and be entitled to public holidays on a pro rata basis.
- 16.4. You shall normally provide a minimum six weeks' notice of annual leave to be approved in accordance with local policies and procedures.
- 16.5. 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. Payment of annual salaries is referred to in Schedule 2 of these 2016 TCS which is appended to this Contract at Appendix 2.
- 16.6. 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.
- 16.7. 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. The calculation will be made using the Trust's annual leave calculator and a copy will be made available to you upon request.

16.8. Further details regarding annual leave and public holidays is set out in Schedule 10 of the 2016 TCS.

16.9. Full details of, professional and study leave, and sick leave are set out in Schedule 10 of the 2016 TCS.

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

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 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.

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 be transferred if your employment transfers to another NHS organisation. Data which is transferred includes but is not limited to: Name, Date of Birth, Address, Professional Registration details, Employment dates, Position ID and emergency contact information.

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.

18. Policies and Procedures

18.1. 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, where your employer offers services.

19. Disciplinary and 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 i-connect page or from the Medical Staffing department upon request.

- 19.2 If you wish to appeal against a disciplinary decision you may apply in writing to Director of Workforce and Communications in accordance with our disciplinary procedure.
- 19.3 If you wish to raise a grievance you may apply in writing to the Medical Staffing 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 **5th April 2022** 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 agreed minimum period of notice by both sides is one month.
- 21.6 Employment can be terminated without notice in cases of gross misconduct, gross negligence, where your professional registration and/or licence to practise has been removed or has lapsed (without good reason). In this circumstance you will be entitled to invoke the locally recognised appeals process, as set out in the relevant policies of the employing organisation. This process must be in line with ACAS guidance.
- 21.7 Further terms regarding termination of employment are set out in Schedule 11 of the 2016 TCS.
- 21.8 It is Trust policy that a former KMPT employee cannot work in the Trust via an agency for a period of 6 months after the termination date of their employment.

Former KMPT employees are welcome to work for the Trust by joining NHS Professionals, the KMPT In-House Bank or as a directly employed locum depending on their occupational group.

22. Governing Law

- 22.1 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.

23. Property

- 23.1 Kent and Medway NHS and Social Care Partnership Trust accepts no responsibility for damage to or loss of personal property. You are therefore recommended to take out an insurance policy to cover your personal property.

24. Sickness Absence

- 24.1 Notification of absence due to sickness or injury must be made immediately to the Medical Human Resources Department and you must keep the Medical Human Resources Department regularly informed. You are required to produce a self-certificate, obtainable from the Medical Human Resources Department, for all periods of absence up to and including seven days. A fit note will be required in respect of absences from the 8th day of absence. The Trust may require medical statements at regular specified intervals, but not more frequently than weekly.
- 24.2 You may be required, if notice is given, to undergo medical examinations. These will be arranged through the Trust's Occupational Health Department and any expenses incurred in connection with such an examination shall be met by the Trust.
- 24.3 You must, in your own interest, report any personal accidents or injury, however trivial, arising out of the course of your employment, to your Consultant, or the appropriate authority.
- 24.4 If your absence results from an accident, you will not be entitled to sickness payments if damages are recovered from a third party. You must notify your Consultant of any such accident.
- 24.5 If your absence results from an accident or injury, caused by the negligence of a third party, you must disclose this, and repay sick pay received in respect of this period in proportion to the damages received for such loss of earnings.
- 24.6 Your entitlement to Occupational sick pay is set out in the Terms and Conditions of Service.

25. Health & Safety

- 25.1. You are reminded that, in accordance with the Health & Safety at Work Act 1974, and the Management of Health and Safety at Work Regulations 1999 and subsequent legislation, you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities, and required to co-operate with the Trust in meeting statutory requirements. As an employee of the Trust you are obliged to attend and participate in Trust health and safety training identified as relevant to your work. All accidents sustained at work must be reported in accordance with the Accident Policy.

Should there be concerns with regard to your performance or conduct, and there is concern this may be as a result of substance abuse, you may be required, if notice is given, to undergo screening to detect alcohol or drugs as necessary. This will be arranged through the Trust's Occupational Health Department.

26. Confidentiality, Data Protection and Freedom of Information

26a Confidentiality

In the course of your duties you may acquire have available to you or access sensitive information. Such information should not be accessed by you or disclosed to any other person unless in the pursuit of your duties or with specific permission given on behalf of the Trust.

This applies particularly to information relating to patients, clients, individual staff records and details of contract prices and terms. This includes information held on computers and computer printouts. Trust employees are required to ensure that confidential information, particularly that about patients, is safeguarded to maintain confidentiality and is kept securely in accordance with Confidentiality: NHS Code of Practice 2003 This means that patient information can only be passed to someone else if it contributes to the provision of care or the effective management of health care services within the Trust. If you are in any doubt as to which disclosures are unauthorised, check with your departmental manager.

Breaches of confidentiality will lead to disciplinary action.

26b Data Protection

The UK General Data Protection Regulation 2018, regulates the use of all information relating to any living identifiable individual that the Trust may hold, regardless of the media in which it is held. This information may be as basic as name and address. Unauthorised disclosure of any of this information may be deemed a criminal offence. If you are found to have permitted the unauthorised disclosure of any such information, you and the Trust may face legal action.

You must not, whether during your employment with the Trust, or after the end of it, whether you resign or are dismissed by the Trust, unless expressly authorised by the Chief Executive of the Trust, make any *confidential* disclosure to any unauthorised person or use any confidential information relating to the business affairs of the Trust. This includes any detail about the Trust's clients and employees, actual, potential or past in any format or media.

Nothing in this contract shall prevent disclosure by you of information disclosed for the purpose of making a protected disclosure within the meaning of Part IV A of the Employment Rights Act 1996 or information which has come into the public domain otherwise than by breach of confidence on your part. The Trust supports the right and the duty of individual members of staff to raise with the Trust any matters of concern they may have about health service issues relating to the delivery of care or services to a patient. Any disclosure of this nature should be made in accordance with the Trust's policies, e.g. Whistleblowing Policy.

26c Freedom of Information

The Trust is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and during the course of your duties as an employee, you may be required to assist and co-operate with the Trust to enable the Trust to comply with these information disclosure requirements.

It is your responsibility to make yourself aware of your personal responsibilities under the Freedom of Information Act 2000.

Information regarding the Freedom of Information Act 2000 can be obtained online at www.foi.gov.uk

27. Information Governance

- 27.1. It is your responsibility to familiarise yourself with all policies and procedures concerning Information Security, Records Management and Information Quality as they relate to your working activities.

28. Research and Development Governance

- 28.1. When undertaking research you should refer to the Department of Health's Research Governance Framework for Health and Social Care.

If you are undertaking or planning to undertake a research scheme you should inform your Consultant who will advise you accordingly.

29. Outside Employment and Financial Interests

- 29.1. You must not engage in activities outside the Trust which maybe prejudicial to the Trust's interests, for example, be involved in a competitor organisation or engaged in self-employed activities which in the Trust's opinion interfere with your work for the Trust or are prejudicial to its' interests.

In addition the NHS Codes of Conduct and Standards of Business Conduct for NHS Staff (HSG (93)5) require you to declare all situations where you (or a close relative or associate) have a controlling interest in a business (such as a private company, public organisation, other NHS organisation or voluntary organisation) or in any other activity which may compete for an NHS contract to supply goods or service to the Trust.

You must therefore register such interests with the Secretary to the Board either on appointment or subsequently whenever such interests are gained. You must not engage in such interests without the written approval of the Secretary to the Board, which will not be unreasonably withheld.

It is your responsibility to ensure that you are not placed in a position which appears to risk conflict between your private interests and NHS duties.

30. Gifts, Hospitality and Gratuities

- 30.1. You must not accept, from patients or their relatives, or from any company or representative of a supplier organisation with whom the Trust engages in business transactions, any gifts of value including cash, merchandise, gift certificates, weekend or vacation trips. If you are made such an offer you should report the incident to your Consultant. This does not preclude the reasonable acceptance of small gifts items of negligible value. If you are in any doubt as to whether it would be reasonable to accept a gift that is offered, you should check with your Consultant.

31. Disclosure and Barring Service (DBS)

- 31.1 As your post is one that requires an enhanced disclosure from the Disclosure & Barring Service (DBS), the Trust retains the right to request that a further disclosure is sought at any time.

32. Notification of Actual or Intended Criminal Proceedings

- 32.1. You are required to notify your Consultant or Clinical Director if you are subject to any criminal investigation, you are arrested or if you are cautioned, charged or convicted of a criminal offence, including motoring offences. Further advice and assistance can be obtained from the Human Resources Department.

33. Other Conditions of Employment

- 33.1. You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity, therefore you are advised to maintain membership of your medical defence organisation.

34. The NHS Constitution

- 34.1. The NHS Constitution establishes the principles and values of the NHS in England. It sets out rights to which patients, public and staff are entitled and pledges which the NHS is committed to achieve, together with the responsibilities, which the public, patients and staff owe to one another to ensure that the NHS operates fairly and effectively. It is your responsibility to make yourself aware of the NHS Constitution, and the Handbook to the NHS Constitution, and to work in the manner set out

35. Collective agreement and entire terms

- 35.1 Your employment is governed by this Contract and the 2016 TCS which is incorporated into your Contract and may be amended from time to time. A copy is available at <https://www.nhsemployers.org/pay-pensions-and-reward/medical-staff/doctors-and-dentists-in-training/terms-and-conditions-contracts>

35.2 This Contract, together with the 2016 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.

AGREEMENT

I NAME

And

Kent & Medway NHS and Social Care Partnership Trust

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

[] *Doctor's signature*

Date:.....

***, Medical HR Administrative Assistant

Date:

Date of this agreement: from ** to **

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.

If you are on a training programme which includes placements in a general practice setting, you may be required to effect and maintain membership of a recognised medical defence organisation, commensurate with your professional duties, throughout the period of your employment. This may initially be at your own expense. You are advised to check with your employer what arrangements apply locally in relation to GP indemnity.

Updates on salary values are published in the NHS Employers website www.nhsemployers.org

Appendix 1

You will receive a generic job plan/work schedule from your employer and a personalised work schedule will be agreed within four weeks after the commencement of the placement with your line manager.

Appendix 2

Schedule 2 of the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 are published and can be viewed on the NHS Employers website <https://www.nhsemployers.org/search?search=terms+and+conditions>