

ADDRESSEE ONLY

Dr XXXXX

Medical Workforce

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Chair: Professor Sheila Salmon
Chief Executive: Paul Scott

DATE XXXXX

Dear Dr XXXXX

**Written Statement of Terms & Conditions
Trust Grade Doctor**

1. Offer of Employment

- 1a) I am instructed by the Essex Partnership NHS Foundation Trust to confirm the offer of a Trust Grade Doctor in Psychiatry.
- 1b) Your placement will be in xxxxx, based at xxxxx starting on xxxxx and terminating on xxxxx
- 1c) This placement is not approved for training and therefore does not form part of an approved training scheme.
- 1d) For the purposes of the Hospital Medical and Dental Staff Terms and Conditions of Service applying to this post the date of the start of your period of continuous employment is.

For these purposes, your previous employment with Essex Partnership NHS Foundation Trust is not included in the period of continuous employment. The continuity of your employment in the grade is protected upon moving between Trust employers by the Employment Protection (Continuity of Employment of NHS employees) (Modification) Order 1996 (SI 1996/1023).

- 1e) For the purposes of the Employment Rights Act (1996) the date of commencement with the Trust will be xxxxxx

2. Applicable collective agreement

- 2a) Your appointment will be subject to the Terms, Conditions of Service of Hospital Medical, Dental Staff, and doctors in Public Health Medicine and the Community Health Service (England and Wales) as amended from time to time.

3. Duties

- 3a) Your hours and duties are as defined in your job description.
- 3b) Your working pattern is described as full time.
- 3c) You will receive a base salary as detailed in table 1, appendix 1 of the Terms and conditions of Service.
- 3d) N/A

4 Pay

- 4a) Your base salary will be £xxxxxx per annum.
- 4b) Your incremental date will not be applicable.
- 4 c) N/A
- 4 d) The salary will be paid monthly in arrears. Payment will be by BACS credit transfer to a nominated bank or building society account. This will normally be on the 27th of each month. Claims for mileage and allowances will be paid by credit transfer to the nominated payroll account

5 Deductions

Essex Partnership NHS Foundation Trust will not make deductions from or variations to your salary other than those required by law without your express written consent.

6. Pension

- 6a) 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. Unless you opt out of the NHS Pension Scheme. Details of the scheme are available from the Human Resources Department. Contribution rates may vary as determined by the Pension Scheme.
- 6b) Pay supplements over and above base salary are non-pensionable.
- 6c) *For practitioners contracted to work 40 or more hours of duty per week:*
Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.
- 6d) *For practitioners contracted to work less than 40 hours of duty per week:*
Your pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, your contributions must also be paid on any additional hours of duty you work between your contracted hours and a maximum of 40 hours per week.
- 6e) Your employer must make arrangements to track and record these additional hours (Paragraph 5d) above) for pension purposes.

7 Monitoring of working patterns

- 7a) The Trust is contractually obliged to monitor Junior Doctors New Deal compliance and the application of the banding system, through robust local monitoring arrangements supported by national guidance. You are contractually obliged to co-operate with those monitoring arrangements.
- 7b) These arrangements will be subject to:

review by the regional improving junior doctors working lives action team (or equivalent);
and
for the Trust, the performance management systems
- 7c) The Trust must collect and analyse data sufficient to assess hours' compliance and/or to resolve pay or contractual disputes. Therefore, when the Trust reasonably requests you to do so, you must record data on hours worked and forward that data to the Trust.
- 7d) The Trust is required to ensure that practitioners in training grades or posts comply with the controls on hours of actual work and rest detailed in sub-paragraph 22a of the Terms and Conditions of Service, and with the requirements of the Working Time Regulations as amended from time to time.
- 7e) You are required to work with your employer to identify appropriate working arrangements or other organisational changes in working practice which move non-compliant posts to compliant posts and to comply with reasonable changes following such discussion.

8 Revision to pay banding

- 8a) The Trust will notify you in writing of its decision on banding.
- 8b) Full details of the procedure for appealing against banding decisions are in the Terms and Conditions of Service sub-paragraph 22i.
- 8c) Full details of the procedure for appealing against banding decisions are in the Terms and Conditions of Service sub-paragraph 22m.

9 Notice

- 9a) You are entitled to receive and are required to give 1 months' notice of termination of employment. *See also Note 2.*
- 9b) The Trust may choose in its absolute discretion to make a payment in lieu of any unexpired period of notice of termination given by either party.

Any such payment shall be limited to your basic salary at the rate payable at the date notice is given and shall not include any payment in respect of pension or benefits in kind (of any nature), less any appropriate tax and other statutory deductions.

You shall not in any circumstances, have any right to payment in lieu unless the Trust has exercised its option to make such payment. Should the Trust exercise its discretion to terminate in this way. All of your post termination obligations contained in this agreement and in particular, the confidentiality provisions shall remain in full force.

- 9c) The Trust may require you to remain away from work and/or not to undertake work and/or duties on its behalf for such periods as it may determine from time to time. This is subject to you continuing to be entitled to receive full salary and contractual benefits during any such period(s).

10 Registration and insurance

- 10a) You are required to be registered with the General Medical Council throughout the duration of your employment. Failure to remain registered may result in suspension from duty and dismissal from the Trust.
- 10b) 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. The Health Department therefore advise that you maintain membership of a medical defence organisation. *See also Note 3.*

11 Additional Work

- 11a) You agree not to undertake any locum medical work where such work would cause your contracted hours (or actual hours of work) to breach the controls set out in paragraph 20 of the Medical & Dental Terms and Conditions of service.

Either should you undertake any locum work, for this or another employer, which might cause a breach of paragraph 20 you must advise the Trust in advance so that consideration can be given as to how such work might impact on your performance.

12 Residence

- 12a) The appointment does not require you to reside in hospital.

13 Leave

- 13a) n/a
- 13b) For those on the MT04 scale, you will be entitled to 32 days annual leave with full pay each year (pro rata for part time).
- 13c) For those on protected Terms & Conditions, you will be entitled to leave in relation to the length of service in the grade at the point that protection is applied.
- 13d) In addition to annual leave, you are entitled to 8 days general public holidays.
- 13e) If you work part time, your annual leave and entitlement of bank holidays will be calculated on a pro rata basis. Where bank holidays falls on a day that you would normally be working this will count as one of these days.
- 13f) You may be required to work on any of the 8 general public holidays. Notwithstanding, but in such event, you will be entitled to take another day's holiday in lieu thereof.
- 13g) Annual leave is calculated on an accrued basic during the leave year. If at the termination of your employment you have outstanding holiday entitlement, you will normally be required to take that leave during the period of notice given to you, or by you. If on your last day, you have outstanding leave and management are satisfied that you have been unable to take it, you will be paid accrued pay in respect of those days.

- 13h) The Trust's leave year for Specialty Registrars runs from August of each year in line with national rotation arrangements. Where practitioners commence employment with The Trust outside of scheduled rotation, leave will be pro rata for that placement only.
- 13i) Full details of both annual leave and study leave allowances and the conditions governing these, are set out in the Terms and Conditions of Service. Procedures on booking annual and study leave are available from Human Resources (Medical Workforce).

14 Sickness Absence

- 14a) The provisions relating to absence by you because of sickness appear in paragraph 225-244 of the Terms and Conditions of Service. *See Also Appendix A.*
- 14b) Procedures for reporting sickness absence are outlined in the Trust "Sickness Absence Policy".

15 Retirement

- 15a) Normal, contractual retirement age is age 65. Members of the NHS Pension Scheme are able to draw their NHS pension at age 60 unless you belong to a designated special class and your conditions of service enable you to retire earlier, should you so wish. There are a number of flexibilities under the NHS Pension Scheme for people aged 50 or over. Available options will depend on individual circumstances and service need. Any requests for flexible retirement will be considered on an individual basis.

16 Property

- 16a) Essex Partnership NHS Foundation Trust accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property
- 16b) Notwithstanding (a) above, Essex Partnership NHS Foundation Trust undertakes, so far as is reasonably possible, to ensure that lodgings are maintained in a secure condition.
- 16c) You should, through the exercise of normal diligence, also seek to maintain the security of your lodgings.
- 16d) It is a condition of your employment that you return all Trust property on or before your last day of employment.

Failure to do so might result in the Trust seeking financial recompense for replacement of any property not returned.

17 Intellectual Property

- 17a) 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 Research

- 18a) The Essex Partnership NHS Foundation Trust manages all research in accordance with the requirements of the Research Governance Framework for Health and Social Care. As an employee of the North Essex Partnership NHS Foundation Trust, you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance.

19 Rule against acceptance of Gifts, Legacies and Bequests

- 19a) Gifts, legacies or bequests over the value of £25 or more must be notified to the Trust Secretary. Further advice on your responsibilities is contained in the Corporate Governance information sheet, which is available on the Trust intranet.

Failure to observe this rule might amount to an act of gross misconduct.

20 Standard of Conduct

- 20a) The Trust expects its staff to maintain the highest standards of personal and business conduct at all time.
- i. You must declare to the Trust Board in writing any financial interest or relationship you have which may affect the Trust's policies or decisions.
 - ii. You must notify and seek written acknowledgement from your immediate manager when undertaking any secondary employment external to the Trust.
 - iii. Any hospitality provided by individuals or organisations supplying services or goods to the Trust (eg educational bodies; drug companies) should be declared in the Register of Hospitality.
 - iv. You will be required to maintain the highest standard of probity and integrity in all business matters in accordance with the 'Standards of business conduct for NHS staff (HSG(93)5).

21 Driving Licence / Vehicle Insurance

- 21a) If the nature of your work requires you to drive, or use a vehicle, you or your driver must hold and maintain a full, valid driving licence enabling you/them to drive in this country. If you use your own vehicle for Trust business, it must be insured for business use. Further details are available in the Trust's policy on the intranet.

22 Disclosure of Criminal Convictions During Employment

- 22a) Should you be convicted, cautioned or reprimanded for any offence during your employment with the Trust you are required to immediately notify your Manager in writing of the offence and the penalty. The effect of your conviction or caution will be considered with regard to the particular post you occupy and the nature and severity of the offence and penalty. Any action that may be taken by the Trust will be in accordance with the Disciplinary Procedure.
- 22b) Given that your post requires an enhanced disclosure from the Disclosure and Barring Service, the Trust retains the right to request that a further disclosure is sought at any time or at least on a 3 yearly basis.

23 Health and Safety at Work (1974)

- 23a) You are reminded that, in accordance with the Health & Safety at Work etc. Act 1974 you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities and that you must co-operate with the Trust and other in meeting statutory requirements.
- 23b) You must, in your own interest, report any accident or injury, however trivial, arising out of the course of employment to your manager and complete an accident report form.

24 Uniform, Personal Protection Clothing/Equipment

- 24a) Where personal protective clothing/equipment is provided to comply with Health & Safety legislation, it must be used in accordance with any instructions and/or training given. You must report any loss or obvious defect that occurs and then should retain the equipment as instructed and return it when required.
- 24b) Management have the discretion to change the style of uniforms and protective clothing as appropriate. All articles of clothing by way of uniform or protective clothing remain the property of the Trust and must be worn at all appropriate times. Where a uniform is not specified, the Trust's Dress Code policy must be observed.

25 Internet, Intranet and E-Mail

- 25a) Within the framework of current legislation, it is unlawful for an employer/employee to use the Internet, Intranet or e-mail for the transmission of material and/or views, which could be deemed offensive or inappropriate.
- 25b) You are advised that circulation, via electronic media or downloading of information deemed to be inappropriate or offensive would be viewed as serious misconduct and may result in disciplinary action, not excluding dismissal, being taken.

26 Transfer of information

26a). 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.

26b) 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/may be transferred if your employment transfers to another NHS organisation.

Basic Personal Information (last name, first name, title, date of birth, national insurance number, professional registration number and unique NHS identifier)

DBS/CoGS Details

Statutory Benefits Entitlement

Portable Data Set Contract Summary (Current Employer, continuous service date)

Medical Appraisal Details (if applicable)

Assignment History (dates worked from and to, job title, grade, point of salary scale, salary, WTE and incremental date)

26c). 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.

27 Confidentiality and Freedom of Speech

- 27a) It is a condition of your employment that you shall not, either during or after the termination of your employment with the Trust, use, divulge, or communicate to any person other than with the prior written authority of the Trust Board any of the trade secrets or other confidential information of, or relating to the Trust.
- 27b) This restriction shall continue to apply after the termination of employment howsoever arising without limit in point of time for so long as the trade secrets or other confidential information remain confidential to the Trust. Confidentiality information shall include the following:
- i. Information concerning any patient receiving treatment within the Trust (including name of the patient and his/her medical condition)
 - ii. Information concerning any employees of the Trust
 - iii. Information concerning the activities current or proposed by the Trust
- 27c) Should you be particularly concerned about an issue within the Trust, you should raise this with your immediate manager in the first instance. Freedom of speech is encouraged in accordance with NHS Public Policy and the Trust's 'Whistleblowing' policy.
- 27d) Any breach of such confidentiality may amount to gross misconduct for which the Trust may dismiss without notice and may, in certain circumstances result in both criminal and civil proceedings.

28 Media Relations

- 28a) The Trust's Media Relations Policy details the process for producing verbal and/or written statements, in whatever form, on behalf of the Trust regarding Trust business, which are intended for third parties outside the Trust and you are required to comply with its terms. You must ensure that you do not make any statement or remark, which may damage the Trust's reputation or business.

29 Research Governance

- 29a) The Essex Partnership NHS Foundation Trust manages all research in accordance with the requirements of the Research Governance Framework for Health and Social Care. As an employee of the Trust you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance.

30 Internal Control

30a) The Board of the Trust is accountable for internal control. As Accountable Officer, the Chief Executive Officer of the Board has responsibility for maintaining a sound system of internal control that supports the achievement of the organisation's objectives, and for reviewing its effectiveness. As an employee of the Trust you are required to support the Chief Executive in his/her responsibility to the best of your ability.

31 Dismissal and Disciplinary Procedure

- 31a) Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, copies of which are available from the medical workforce manager.
- 31b) If you wish to appeal against a disciplinary decision, you may apply in writing to medical workforce manager in accordance with our disciplinary procedure.
- 31c) If you wish to raise a grievance you may apply in writing to medical workforce manager in accordance with our grievance procedure

32 Policies and Procedures

You are required to familiarise yourself and comply with your employer's policies, procedures and those of any other sites, where your employer offers services.

33 Termination of Employment

34a) You are employed on a fixed-term basis and the Contract will terminate at the end of the fixed term which is without the need for further notice from either party.

34b) 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

34 Acceptance

If you agree to accept the appointment on the terms specified above, please sign the form of acceptance on the following page and return it to me. A second signed copy of this is attached, which you should also sign, and retain for your future reference.

Yours sincerely

xxxxxxx

Medical Workforce Administrator

On behalf of Essex Partnership NHS Foundation Trust

NOTES

- 1a) The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:

Foundation House Officer 1	2 weeks
Foundation House Officer 2	1 month
Senior House Officer, StR FT	1 month
Specialty Registrar (Core Training)	1 month
Specialty Registrar (Full)	3 months

- 1b) The Employment Rights Act 1996 provides entitlement to minimum periods of notice, dependent upon an employee's length of continuous employment, as follows:

<u>Period of continuous employment</u>	<u>Notice entitlement</u>
1 month or more but less than 2 years	Not less than 1 week
2 years or more but less than 12 years	Not less than 1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

- 2 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.

PLEASE DO NOT DETACH

I have read, understood and accepted that the preceding provisions, including those contained in the documents referred to (as varied from time to time) form the basis of my contract of employment.

Signature Date

Name (capitals)

APPENDIX A

SICKNESS BENEFIT

Sick pay is made up of two parts:

Statutory Sick Pay (SSP) and Occupational Sick Pay

STATUTORY SICK PAY (SSP)

Employees are normally entitled to up to 28 weeks SSP. If in the eight weeks before starting work with Essex Partnership University NHS Foundation Trust you receive SSP from a previous employer, you should be issued with a 'Leavers Statement SSP(L)' and you should bring this form with you on your first day. If you fail to do this, your entitlement to SSP could be affected.

SSP is subject to PAYE (income tax) and National Insurance contributions; various conditions may exclude and employee from SSP. When an employee is excluded (s)he will be issued with a form SSP1, explaining that SSP will not be paid and advising how to claim State Benefits. At the beginning of week, 23 of SSP the employee will be issued with a form SSP1, explaining when SSP will end and how to claim State Benefits. There is not entitlement to SSP for periods of sickness commencing outside the EEC.

OCCUPATIONAL SICK PAY

The entitlement is:

<i>Period of Continuous Service</i>	Full Pay	Half Pay
Less than 4 months	1 month	Nil
Over 4 months and up to 12 months	1 month	2 months
Over 1 years and up to 2 years	2 months	2 months
Over 2 years and up to 3 years	4 months	4 months
Over 3 years and up to 5 years	5 months	5 months
Over 5 years	6 months	6 months