

THIS CONTRACT IS BETWEEN:

Milton Keynes University Hospital

and

{applicanttitle.en-gb} {applicantfirstnames.en-gb} {applicantfamilyname.en-gb}

THE POST

1. LOCUM APPOINTMENT FOR SERVICE / CLINICAL FELLOW / TRUST DOCTOR

1.1. Your job title is {offerjobtitle.en-gb} in **(Department)**.

1.2. The appointment is subject to the national Terms and Conditions of Service for doctors and dentists in training ("the TCS"), 2016, which may be amended from time to time. A copy of the TCS is available on the NHS Employers website.

1.3. Rota Information Document 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.

1.4.1 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, and the date on which the changes automatically take effect.

2. Commencement of Employment and Pay Point

2.1. Employment under this Contract commences on {offerstartdate.en-gb} and will terminate/terminates on **(DATE)**

2.2. Your continuous employment for the purposes of the Employment Rights Act 1996, [begins/began] on {offerstartdate.en-gb}. Pursuant to section 218 of the Employment Rights Act 1996, employment which involves being employed successively by a number of different health service employers whilst undergoing professional training shall not be taken to involve breaks in continuity of employment.

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. Rota Information Document Rota Information Document Rota Information Document Rota Information Document

2.5. Your salary will be assessed in accordance with the pay framework set out in Schedule 2 of the 2016 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. Further details relating to your pay are set out at section 11 of this Contract.

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. Probationary Period

3.1. Upon commencement, you will be subject to a probationary period for six months. During this period your line manager will work with you to ensure your performance and conduct is in line with the standards expected by the Trust. In circumstances where the expected standards of performance and conduct are not met during the probationary period, the Trust reserves the right to; a) extend the probationary period for a further six months; and/or b) terminate your employment.

3.2. During the probationary period the period of notice for the termination of your employment will be one month on either side. Once you have passed your probationary period the period of notice will increase to the length of time defined in the below section 'Termination of employment'.

4. General Mutual Obligations

4.1. 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. Your employment in a training post requires you to actively progress in your training, including the sitting and passing of such examinations as are set out in your training curriculum, and requires your employer to provide an appropriate training environment. 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:

4.1.1. to co-operate with each other and maintain goodwill;

4.1.2. to carry out our respective obligations in operating a Rota Information Document ;

4.1.3 to carry out respective obligations in accordance with educational and training requirements;

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

4.1.5 to carry out our respective obligations as defined in the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016.

THE WORK

5. Location

5.1. Your principal place of work is Milton Keynes University Hospital NHS Foundation Trust Other work locations, including off site working, may be incorporated in your Rota Information Document where appropriate. You will be expected to undertake duties at the principal place of work, other sites where your employer offers services or other locations identified in the Rota Information Document . You may also be required to travel between work sites and attend official meetings at other locations.

6. Duties

6.1. Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities set out in Schedule 1 of the 2016 TCS and undertaking the activities set out in your Rota Information Document at Appendix 1, as reviewed from time to time in line with the provisions in paragraph 7.2 below.

7. Emergency Responses

7.1. In exceptional circumstances you may be asked to return to site or remain at work for emergencies outside of the expectations in your Rota Information Document ; however, you are not required to be available for such eventualities.

8. Work Scheduling

8.1 The Rota Information Document 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 scheduled to take place.

8.1.1. 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 at Appendix 2 of this Contract.

8.1.2. 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.

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

8.2. Where you have approved external duties included in your rota Rota Information Document , you will provide six weeks' written notice to your employer 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.

9. Spare Professional Capacity

9.1. 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.

10. Hours which attract a pay enhancement

10.1. 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.

11. On-Call Rotas

11.1. If you are required to be on an on-call rota, the provisions of Schedule 3 of the 2016 TCS will apply.

11.2. Your on-call commitment will be set out in your Rota Information Document Rota Information Document document.

PAYMENT

12 Pay

12.1. The full-time equivalent basic salary applicable on commencement in this employment is {offersalary.en-gb} per annum. Your actual salary will be assessed on the basis of your Rota Information Document document Rota Information Document and may comprise one or more of the following:

12.1.1 If your Rota Information Document rota 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;

12.1.2. If part of the work as part of your rota Rota Information Document 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 2016 TCS which is appended to this Contract at Appendix 2;

12.1.3. 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;

12.1.4. 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;

12.2 Your salary will be payable monthly in arrears on 25th of every month.

13. Deductions from Pay

13.1. 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.

14. Pension

14.1. 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.

14.2. 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.

15. Expenses

15.1. You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Schedule 12 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

16. Leave and holidays

16.1. The annual leave year runs from the start date of your appointment.

16.2. The annual leave entitlement for a full-time doctor is as follows, based on a standard working week of five days:

1. On first appointment to the NHS: 27 days
2. After five years' completed NHS service: 32 days

16.3. Where your contract or placement is for less than 12 months, the leave entitlement is pro rata to the length of the contract or placement.

16.4. A doctor working less than full time will be allocated leave and be entitled to public holidays on a pro rata basis.

16.5. You shall normally provide a minimum six weeks' notice of annual leave to be approved in accordance with local policies and procedures.

16.6. In cases where exceptional circumstances or service demands have prevented you from taking the full leave allowance, up to five days of leave per annum (pro rata for contracts or placements of less than 12 months' duration or for doctors who work less than full time), may be carried forward to the next post or placement with the same employer. This is not an entitlement and must be with the agreement of the relevant department, in line with the employer's local policy. With the agreement of the employer and in line with local policy, payment in lieu can be made for up to five days' annual leave (pro rata as appropriate) which could not be taken before a move to a new employer.

16.7. Pay is calculated on the basis of what you would have received had you been at work, based on your Rota Information Document 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.

16.8. 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.

16.9. 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 paid at 1 / 365th

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

16.11. Full details of sick leave are set out in Schedule 10 of the 2016 TCS.

16.12. Doctors will be entitled to a maximum of 10 days study leave per year.

16.13. Schedule 14 of the 2016 TCS sets 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.

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 Rota Information Document, 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 located on the staff intranet

19.2 If you wish to appeal against a disciplinary decision you may apply in writing to Human Resources in accordance with our disciplinary procedure.

19.3 If you wish to raise a grievance you may apply in writing to Human Resources 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 [insert date] 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 employer shall provide the following minimum periods of notice:

1. one week's notice if the period of continuous employment is less than two years; or
2. one week's notice for each year of continuous employment if the period of continuous employment is at least two but less than 12 years; or
3. 12 weeks' notice if the period of continuous employment is 12 years or more.

21.4. The minimum period of notice to be given by you where you have been continuously employed for at least four weeks, shall be 3 months (unless the period specified in paragraph 21.5 below is longer). The period of continuous employment shall be computed in accordance with the Employment Rights Act 1996, as amended from time to time.

21.5. The agreed minimum period of notice by both sides for doctors, unless the statutory minimum periods of notice as set out above are longer, shall be 3 months

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) or your removal from a GMC- approved training programme as informed by the post graduate dean. 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.

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. Collective agreement and entire terms

23.1 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 [insert link]

23.2 This Contract, together with the 2016 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 {applicanttitle.en-gb} {applicantfirstnames.en-gb} {applicantfamilyname.en-gb}

and

Milton Keynes University Hospital NHS Foundation Trust

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

[] *Doctor's signature*

Date:.....

[] *Representative of employing organisation's signature*

Date:.....

Date of this agreement []*

[

Appendix 1

Schedule 2 of the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016

Section 1 Additional hours

1. Additional hours of work set out in a doctor's work schedule shall be remunerated at the basic pay rate, 1/40th of weekly whole-time equivalent for each additional hour worked, subject to the provisions of paragraph 20 below.

Section 2 Hours that attract a pay enhancement

2. An enhancement of 37 per cent of the hourly basic pay rate shall be paid on any hours worked between 21.00 and 07.00, on any day of the
3. Where a shift is worked which begins no earlier than 20.00 and no later than 23.59, and is at least 8 hours in duration, an enhancement of 37 per cent of the hourly basic rate shall also be payable on all hours worked up to 10:00 on any day of the week. Where such a shift begins before 20:00, rostering guidance must be adhered to as defined in schedule 3 paragraph 6.

4. Where a shift ends between 00:00 and 04:00 (inclusive), the entirety of the shift will attract an enhancement of 37 per cent of hourly basic rate.

5. The number of hours in the rota for which an enhancement is paid will be assessed across the length of the rota cycle (as set out in the work schedule), as described in paragraph 14 of Schedule 4 of these TCS and converted into equal weekly amounts by dividing the total number of hours to be paid at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure and the doctor will be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked, as per paragraph 83-85 on annual salaries.

Counting of hours

6. Average total hours, and average hours that attract an enhancement, will be assessed in quarter hours, rounded up to the nearest quarter

Section 3 Weekend allowance

7. A doctor rostered to work at the weekend (defined as one or more shifts/duty periods beginning on a Saturday or a Sunday) at a minimum frequency of 1 in 8 across the length of the rota cycle will be paid an allowance. These will be set as a percentage of full-time basic salary in accordance with the rates set out in the table below:

Frequency	Percentage
1 weekend in 2	15%
Less frequently than 1 weekend in 2 and greater than or equal to 1 weekend in 3	10%
Less frequently than 1 weekend in 3 and greater than or equal to 1 weekend in 4	7.5%
Less frequently than 1 weekend in 4 and greater than or equal to 1 weekend in 5	6%
Less frequently than 1 weekend in 5 and greater than or equal to 1 weekend in 6	5%
Less frequently than 1 weekend in 6 and greater than or equal to 1 weekend in 7	4%
Less frequently than 1 weekend in 7 and greater than or equal to 1 weekend in 8	3%
Less frequently than 1 weekend in 8	No allowance

8. A doctor working less than full time will also be entitled to be paid this allowance when working on a rota where the doctors working full time on that same rota are in receipt of such an allowance. The allowance paid to the doctor working less than full time will be paid pro rata, based on the proportion of the full-time commitment to the weekend rota that has been agreed in the doctor's work schedule. For example, a doctor making a 50 per cent contribution to the rota would be paid 50 per cent of the value of the availability allowance paid to a doctor making a full contribution to the

Section 4 On-call availability allowance

1. A doctor on an on-call rota who is required by the employer to be available to return to

work or to give advice by telephone, but who is not normally expected to be working on site for the whole period, shall be paid an on-call availability

2. The value of the allowance described in paragraph 9 is set out in Annex A and is based on 8% of a full-time basic salary for the relevant
3. This allowance will take the form of a cash sum set out in Annex A, as amended from time to
4. For doctors employed on a less-than-full-time basis, in any grade, the value of the on-call availability allowance shall be paid pro rata, based on the proportion of full-time commitment to the rota that has been agreed in the doctor's work schedule. For example, a doctor making a 50 per cent contribution to the rota would be paid 50 per cent of the value of the availability allowance paid to a doctor making a full contribution to the
5. This allowance will not be payable where a doctor's working pattern does not include any periods of work that meet the description in paragraph 9 above.

Payment for work undertaken whilst on-call

6. Doctors shall be paid for their average hours of work (as defined in schedule 3 paragraph 35) undertaken while on-call, either in the workplace or remotely, at the rates of pay described in this Schedule. The hours paid will be calculated prospectively across the rota cycle and the estimated average hours at each rate of pay will be set out in the work schedule. For the purposes of pay, these total estimates shall be converted into equal weekly amounts by dividing the total number of prospective hours at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure and the doctor shall be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked (as per paragraphs 83-85 on annual salaries).
7. If, across the rota cycle, the doctor works a greater number of hours than the prospective average estimate, the individual doctor will be appropriately compensated for these hours using the process set out in paragraphs 73-82

Section 5 Flexible pay premia

8. Flexible pay premia, as set out in Annex A, may be payable under the circumstances described in paragraphs 22-47.
9. A doctor must have a national training number to be eligible for flexible pay

10. A doctor can receive more than one flexible pay premium where the eligibility criteria for more than one premium have been met. A doctor cannot be eligible for the same flexible pay premium
11. Flexible pay premia will be fixed at the rate applicable at the point in time at which the doctor becomes eligible, as described in paragraphs 28 to 47 below, and shall continue to be paid at that same rate for the remaining period in which the doctor is working in a post as part of the training programme that attracts the
12. Flexible pay premia are additional to basic pay, and are not included for the purpose of calculating any other allowances or
13. Where flexible pay premia are payable, these will be paid to less-than-full-time trainees pro rata to their agreed proportion of full-time work.
14. The values and application of flexible pay premia will be reviewed from time to time and details will be updated in Annex

Section 6 London weighting

15. London weighting for doctors will be paid as set out in Annex
16. London weighting is a fixed sum, paid pro rata to doctors working less than full time, and is not taken into account in the calculation of any other allowances or enhancements.