Royal United Hospitals Bath
NHS Foundation Trust

TERMS & CONDITIONS OF
SERVICE FOR
TRUST DOCTORS / CLINICAL FELLOWS 2021

Final 1/7/21

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1. Introduction

1.1 This document sets out the terms and conditions of service (TCS) for Trust doctors and dentists (hereafter referred to as doctors) employed by The Royal United Hospitals NHS Foundation Trust (hereafter referred to as the Trust/RUH).

2. Definitions

Acting Down	Acting down is where a doctor is requested by their employer to cover the duties of a more junior colleague within their contracted working hours, although it may extend to covering the duties of a more junior colleague during unplanned additional hours. This definition does not apply, however, where the doctor undertakes duties as part of their normal workload which a more junior doctor might be competent to undertake; nor does it apply where a doctor agrees to undertake locum work at a more junior level.
Doctor	Wherever 'doctor' is used in these terms and conditions, it is intended to mean a doctor or dentist. Trust Doctor also, can be referred to Clinical Fellow
Episodes of work	Periods of continuous work within an on call period separated by periods of rest.
Fixed Leave	Fixed leave is leave built into the construction of the rota with days or weeks blocked out for each doctor in advance.
Long Shift	For the purposes of these TCS, a long shift is any shift that exceeds 10 hours in duration.
On Call	A doctor is on-call when they are required by the employer to be available to return to work or to give advice by telephone but are not normally expected to be working on site for the whole period. A doctor carrying an 'on-call' bleep whilst already present at their place of work as part of their scheduled duties does not meet the definition of on-call working.
On Call Period	An on-call period is the time that the doctor is required to be on call
Professional Work	Professional work is work done outside of the requirements of the employer for professional bodies such as Royal Colleges, Faculties or the GMC/GDC. Non-trade union activities undertaken by for a recognised trade union, for example work on an Ethics Committee would count as

	professional work, however trade union duties and activities are covered through recognition agreements.
Public Holiday	Holidays recognised by the NHS in England. Currently, these are: New Year's Day; Easter Friday (otherwise also known as Good Friday); Easter Monday; the two May bank holidays; the August bank holiday; Christmas Day and Boxing Day.
Resident On Call	A doctor who is resident on-call is required to be present on site and available to work for the whole on-call period, but will not be expected to be working during that time unless called upon to do so.
Rota	The working pattern of an individual doctor or group of doctors
Rota Cycle	The number of weeks' activity set out in a rota, from which the average hours of a doctor's work and the distribution of those hours are calculated.
Shift	The period which the employer schedules the doctor to be at the work place performing their duties, excluding any on-call duty periods.
Study Leave	Study leave is leave that allows time, inside or outside of the workplace, for formal learning that meets the requirements of the curriculum and personalised training objectives.
WTR Reference period	Reference period as defined in the Working Time Regulations 1998 (as amended), currently 26 weeks.

3. General Duties & Responsibilities

3.1 Doctors have clinical and professional responsibilities for their patients as set out in the General Medical Council (GMC) guidance *Good Medical Practice* or any successor documents, as amended or substituted from time to time. It is the duty of a doctor:

- To maintain professional standards and obligations as set out by the GMC and the General Dental Council (GDC), as appropriate.
- To keep patients (and/or their carers, if appropriate) informed about their condition.
- To involve patients (and/or their carers, if appropriate) in decision-making about their treatment.
- To maintain the required level of skills and knowledge, and
- To protect patients and colleagues from any risk posed by their own health or fitness to work.

3.2 A doctor is responsible for carrying out any work related to, or reasonably incidental to, the duties set out in their job description, such as:

- The keeping of records and the provision of reports.
- The proper delegation of tasks and
- Other related duties.

3.3 Doctors will be expected to be flexible and to cooperate with reasonable requests to cover for their colleagues' absences where the doctor is competent to do so, and where it is safe and practicable for the doctor to do so. Where doctors carry out work in accordance with this paragraph and such work takes place outside of their contracted hours, they will receive either an equivalent off-duty period in lieu or appropriate remuneration.

3.4 A doctor will be prepared to perform duties in occasional emergencies and unforeseen circumstances.

3.5 A doctor is expected to engage constructively with the employer in the design of services and of safe working patterns to support that service delivery.

3.6 A doctor will make all reasonable efforts to achieve agreed service delivery objectives.

4. Arrangements for Pay

Pay and Other Allowances

4.1 Doctors shall be paid a basic salary at a nodal point linked to the grade and the level of responsibility required in the post to which they have been appointed at the rates set out in annex A, as reviewed from time to time.

4.2 The basic salary for a doctor employed full time is calculated on an average of 40 hours' work per week.

4.3 The value of basic salary for doctors in training less than full time shall be pro rata to the levels in Annexe A, based on the proportion of full-time work that has been agreed.

Additional Hours

4.4 Additional hours of work shall be renumerated at the basic rate, 1/40th of weekly whole time equivalent for each additional hour worked.

Weekend Allowance

4.5 A doctor rostered to work at the weekend (defined as one or more shifts/duty periods beginning on a Saturday or Sunday) at a minimum frequency of 1 in 8

across the length of the rota cycle shall be paid an allowance. These will be set as a percentage of the full-time basic salary in accordance with the rates set out in the table below:

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

4.6 A doctor working less than full time will also be entitled to be aid 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% contribution to the rota would be paid 50% of the value of the availability allowance paid to a doctor making a full contribution to the rota.

On-call Availability Allowance

4.7 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 normally expected to be working on site for the whole period, shall be paid an on call availability allowance.

4.8 The value of the allowance described in paragraph 4.7 is set out in Annex A and is based on 8% of the full time basic salary for the relevant grade.

4.9 The allowance will take the form of a cash sum set out in Annex A, as amended from time to time.

4.10 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% contribution to the rota would be paid 50% of the value of the availability allowance paid to a doctor making a full contribution to the rota.

4.11 This allowance will not be payable when a doctor's working pattern does not include any periods of work that meet the description in paragraph 9 above.

Payment of work Undertaken whilst on call

4.12 Doctors shall be paid for their average hours of work (as defined in section 5) undertaken while on call, either in the workplace or remotely, at the rates of pay described in this section. The hours paid will be calculated prospectively across the rota cycle. 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.

Hours that attract a pay enhancement

4.13 An enhancement of 37% of the hourly basic pay rate shall be paid on any hours worked between 2100 and 0700 on any day of the week.

4.14 Where a shift is worked which begins no earlier than 2000 and no later than 2359, and is at least 8 hours in duration, an enhancement of 37% of the hourly basic rate shall also be payable on all hours worked up to 1000 on any day of the week.

4.15 Where a shift ends after 0000 and before 0401, the entirety of the shift will attract an enhancement of 37% of the hourly basic rate.

4.16 The number of hours in the rota for which an enhancement is paid will be assessed across the length of the rota cycle and converted into 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 4.10 on annual salaries.

Counting of Hours

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

Changes to Working Arrangements Affecting Pay

4.8 Where pay is increased as a result of changes to the work requirements, pay will be altered from the date that the change is implemented.

Pay in Exceptional Circumstances to secure Patient Safety

4.9 Due to unplanned circumstances a doctor may consider that there is a professional duty to work beyond the hours agreed within their contract of employment, in order to secure patient safety. The doctor must seek approval for any additional hours worked. This must be raised with their clinical supervisor to ensure prompt resolution and/or remedial action to ensure that safe working hours are maintained.

Payment of Annual Salaries

4.10 The annual salaries of full-time employees will be apportioned as follows:-

- For each calendar month: one-twelfth of the annual salary
- For each odd day: the monthly sum divided by the number of days in the particular month

4.11 The annual salaries of less than full time doctors should be apportioned as above except in the months in which employment commences or terminates when they should be paid for the hours worked.

4.12 Where full time doctors terminate their employment immediately before a weekend and/or public holiday, and take up a new salaried post with another NHS employer immediately after that weekend and/or public holiday, payment for the intervening day or days i.e. the Saturday (in the case of a 5 day working week) an/or the Sunday and/or public holiday, shall be made by the first employer.

Locum Pay

4.12 Where a doctor carries out additional work for the Trust through a locum bank, such work will be paid at the agreed Trust rates.

Pension Arrangements

4.13 Doctors will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 2015 (as amended).

4.14 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.

4.15 The following will be pensionable in the NHS Pension Scheme:

- All hours worked up to 40 hours per week on average and paid at the basic pay rate.

4.16 The following will not be pensionable in the NHS Pension Scheme:

- Payments for additional rostered hours above 40 per week.
- Enhancements paid under the provisions of paragraphs 4.13 – 4.15.
- Weekend and on-call availability allowances.
- Travelling, subsistence and other expenses paid as a consequence of the doctor's work for the Trust or the wider NHS.

5. Working Hours

Limits on Hours Work Life Balance Policy

5.1 No doctor should be rostered for more than an average of 48 hours of actual work per week, as calculated over the reference period defined in the Regulations.

5.2 No more than 72 hours' actual work should be rostered for or undertaken by any doctor, working on any working pattern, in any period of seven consecutive calendar days.

5.3 No shift (other than an on-call period) shall be rostered to exceed 13 hours in duration.

5.4 No more than four long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) shall be rostered or worked on consecutive days. Where four long shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fourth long shift.

5.5 Where long shifts finish after 23.00, no more than four such shifts shall be rostered or worked on consecutive days. Where four such shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fourth such shift.

5.6 No more than four shifts where at least three hours of work falls into the period between 2300 and 0600 shall be rostered or worked consecutively.

5.7 Where shifts (excluding non resident on call shifts) as defined in paragraph 5.6 above are rostered singularly, or consecutively, then there must be a minimum 46 hour rest period rostered immediately following the conclusion of the shift(s).

5.8 Where four shifts as defined in 5.6 above are rostered or worked consecutively, there must be a minimum 46 hour rest period rostered immediately after the conclusion of the fourth and final such shift.

5.9 A maximum of seven shifts of any length can be rostered or worked on seven consecutive days subject to the restrictions outlined above. Where a shift contains hours of work across more than one day, the work on each day will be counted independently toward the total number of consecutive days.

5.10 Where seven shifts of any length are rostered or worked on seven consecutive days, there must be a minimum 48 hour rest rostered immediately following the conclusion of the eighth and final shift.

5.11 The maximum number of consecutive shifts described in paragraph 5.4 – 5.10 above can be increased by one to a maximum of five or eight respectively where both employer and the doctors on the rota agree through local processes that it is safe and acceptable to both parties to do so. The Guardian of Safe Working Hours and the Junior Doctors Forum must be consulted where any concerns around safety or acceptability are raised. Any agreement will be reviewed annually. The minimum of 48 hours rest described in paragraphs 5.4 – 5.10 will apply following the conclusion of the increased maximum shifts where they are agreed.

5.12 All reasonable steps should be taken to avoid rostering doctors to work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 0001 Saturday and 2359 Sunday) at a frequency of greater than 1 in 3 weekends.

5.13 By exception authorisation for a rota using a pattern greater than 1 in 3 can be granted if there is a clearly identified clinical reason agreed by the relevant clinical director for that rota and deemed appropriate by the Guardian of Safe Working Hours. Such rotas should be co-produced, and must be approved by the affected doctors, agreed via the JDF and reviewed annually. Doctors that wish to work at a frequency greater than 1 in 3 weekends, by undertaking additional work, for example as a locum, are able to agree to do so but must not work an average weekend frequency of greater than 1 weekend in 2.

5.14 No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 0001 Saturday and 2359 Sunday) at a frequent of greater than 1 in 2 weekends.

5.11 Under the WTR there should normally be at least 11 hours' continuous rest between rostered shifts, other than on-call duty periods.

5.12 Any breaches of 11 hours' rest in a 24-hour period will be subject to time off in lieu, which must be within 24 hours. In exceptional circumstances where, due to service needs as required by the Trust, the rest period is reduced to fewer than eight hours, the doctor will be paid for the additional hours worked that resulted in the shortening of the rest period at the rate for the shift worked.

Breaks

5.13 A Doctor should receive:

- At least one 30 minute paid break for a rostered shift to last more than five hours and
- A second 30 minute paid break for a shift rostered to last more than nine hours.
- A third 30 minute paid break for a night shift as described in paragraph 4.13 rostered to last 12 hours or more.

5.14 The breaks described above can be taken flexibly during the shift and should be evenly spaced where possible. These would normally be taken separately but may if necessary be combined into one longer break. Where the breaks are combined into one break this must be taken as near as possible to the middle of the shift. No break should be taken within an hour of the shift commencing or held over to be taken at the end of the shift.

On Call Periods

5.15 A doctor is on-call when they are required by the Trust to be available to return to work or to give advice by telephone but are not normally expected to be working on site for the whole period.

5.16 A doctor carrying an on call bleep whilst already present at their place of work as part of the doctors rostered duties does not meet the definition of on call.

5.17 The maximum length of an individual on call duty period is 24 hours, however the maximum length of an on-call shift can be extended by between 15 minutes and one hour to allow shift overlap and ensure there is adequate time for handover.

5.18 On call periods cannot be worked consecutively, other than at weekends when two consecutive on-call periods (beginning on Saturday and Sunday respectively) are permitted. Longer runs of consecutive on call periods, covering up to a maximum of seven days, may be agreed locally where both the employer and doctor agree that it is safe and acceptable to both parties to do so and where such an on call pattern would not breach any of the other limits on working hours or rest.

5.19 Unless agreed locally, as described in 5.18 above, there must be no more than three on call periods in any period of seven consecutive days.

5.20 The day following an on call period (or following the last on call period, where more than one 24 hour period is rostered consecutively) must not be rostered to last longer than 10 hours.

5.21 Whilst on call, a doctor should expect to get eight hours rest per 24 hour period, of which at least five should be continuous rest between 22.00 and 07.00. Where this is not expected to be possible, then the provisions below apply.

5.22 Where it is expected that the rest requirements set out above may not be met, rostered work on the day following the on call period must not exceed five hours.

5.23 Where during an on call period, a doctor's expected overnight rest is significantly disrupted, defined as causing a breach in the expected rest requirements; the doctor must inform the Trust immediately. Arrangements should be made for the doctor to take appropriate rest and time off in lieu taken within 24 hours.

5.24 If as a result of actual hours worked during the on call period a doctor's rest has been significantly disrupted, the default assumption is that the doctor may be unsafe to undertake work because of tiredness and if this is the case, the doctor must inform the Trust that they will not be attending work as rostered, other than to ensure a safe handover of patients. No detriment in pay will result from the doctor making such a declaration. Arrangements for dealing with this issue must be agreed locally.

5.25 Rotas must overlap sufficiently to allow time for handover. This is critical for the safe transfer of patient's information to deliver continuity of care and good quality patient management. Most services will require a minimum handover of 15 to 30 minutes, some services may need to allow for 60 minutes or (in rare cases) longer. Coming in specifically to attend handover or undertake telephone handover is classed as working time and is part of the duty period.

5.25 A doctor's rota should include an indication of the amount of the expected predictable and unpredictable work during enhanced hours and unenhanced hours.

a. Predictable work refers to routine activities which will occur at specific times during an on call shift. This may include ward rounds, anticipated duties and clinical handovers.
b. Unpredictable work refers to unscheduled activities that occur at unspecified times during an on call shift, including telephone calls, actively awaiting urgent results or updates and travel time arising from such on calls. For these activities, the employer must provide a prospective estimate of the average amount of unpredictable on call work that will occur during an on call shift, using the calculation method described in paragraphs 5.27 – 5.29 below.

5.26 To inform the calculation of the prospective estimate of the average amount of work in hours, performed during an on-call shift, employers should use all relevant available data. This includes a combination of but is not limited to actual

data such as: activity data, calls through switchboard, bleeps, admissions, feedback from colleagues in the department, feedback from staff, previously and currently rostered for on-call duties on the relevant rota, previous exception reporting data for the relevant rota, and recent diary activities or monitoring data. Prospective hours should be communicated to doctors in advance of starting work so they are aware when they may be risking a breach of limits on hours and rest requirements. Employers should provide clarity on when the on-call shifts may typically require unpredictable work in the working pattern, how the estimates were arrived at and what data sources informed the estimate.

5.27 Prospective hours should be calculated by totalling the number of hours of on-call work performed across an actual (and typical) week of on-call shifts across the rota reference period of a rota cycle, placement length, or 26 weeks whichever is shorter. From this, an average amount of work for each weekday (Monday to Friday) and weekend (Saturday and Sunday) can be calculated. The total hours should then be divided by the number of on-call shifts from which the total number of hours are drawn, to provide an average amount of on-call work – at both the plain time and enhanced rate – a doctors can expect to undertake during their rostered on-call shifts.

5.28 All rostered on-call shifts must have a prospective estimate of unpredictable work a doctor can expect to perform, even if it is a very low intensity shift pattern, with 15 minutes being the minimum prospective estimate for an individual on-call shift.

5.29 The result of the prospective hour's calculation should be set out on the template rota to ensure they are aware of when they may be experiencing an unexpected variation in the number of hours worked during an on-call shift.

5.20 The Trust encourages doctors to report to their clinical supervisor when they believe their performed on-call activity has varied from the prospective estimate for predictable and unpredictable work, as set out in their template rota.

5.21 Where a doctor, or doctors, on an on-call rota are regularly exceeding or significantly below the prospective estimate for on-call shifts then a rota review is required. In the case of doctor(s) regularly exceeding the prospective estimate, then consideration should be given to the alternative arrangements such as; having an additional doctor on the on-call rota, reducing the workload covered by the on-call doctor, or converting the on-call working pattern to a full shift working pattern.

5.22 The prospective estimate of predictable and unpredictable hours to be worked during on call shifts must be included in the calculation of a doctor's average weekly hours, and factored into the leave adjustment calculation for employers using prospective cover.

5.26 Where a doctor rostered for on call duty on a Saturday and Sunday contains 3 hours or fewer of work each day and no more than 3 episodes of work on each day, then such duty is defined as 'low intensity'. In such circumstances the

provisions of paragraph 5.9 will not apply and a maximum of 12 days can be rostered or worked consecutively.

5.27 Where the doctor is required by the employer to be resident in the workplace, the entire period of residence will be counted as working time for the purposes of the Regulations. Only time anticipated and set out in the template rota as working time will count towards the hours limits, or for the purposes of pay, as set out in these TCS.

5.28 Where a doctor is required to work a night shift or a shift on a weekend as part of a rota for a department or service, the employer will not in addition roster a second doctor working that same rota to be available non-resident on call for the same night or weekend, unless there is a clearly identified clinical reason agreed by the clinical director and the work pattern is agreed by both the Guardian of Safe Working Hours as being safe. A doctor being asked to work such a rota who feels this is inappropriate has the right to request a rota review.

Opting out of the Working Time Regulations (WTR)

5.27 A doctor may voluntarily choose to opt out of the WTR average weekly limit of 48 hours.

5.28 Where a doctor has opted out of the WTR average weekly hours, overall hours are restricted to a maximum average of 56 hours per week, across all organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR. Additionally the maximum of 72 hours worked in any period of seven consecutive days applies.

5.29 To end any opt out agreement the doctor should give the Trust 6 weeks written notice.

5.30 Any concerns relating to either your rota or hours worked should be escalated to your nominated Clinical Lead in the first instance.

Locum Work

5.30 Where a doctor intends to undertake hours of paid locum work, additional to contracted hours, the doctor must initially offer such additional work exclusively to the NHS via the Trust Bank Staffing Solutions.

6. Exception Reporting

6.1 The purpose of exception reports is to ensure prompt resolution and/or remedial action to ensure that safe working hours are maintained.

6.2 Exception reporting is the mechanism used by doctors to ensure compensation for all work performed. The activities to which exception reporting for Trust Doctors applies include:

a. All scheduled NHS work under this contract (e.g. any patient facing and non-patient facing activities that is required as part of the doctor's employment) and/or
b. Any activities that are agreed between the doctor and the Trust such as quality improvement, attendance at JDF or patient safety tasks, directly serving a department or the Trust and/or
c. Any professional activities the doctor is required to fulfil by the Trust i.e. e-portfolio, induction, e-learning, Quality Improvement and Quality Assurance Projects, audits and mandatory training courses.
d. Unless required by the Trust, or agreed with the clinical supervisor, exception reporting does not apply to occasions where an individual may choose to undertake activities or personal development which are outside of contractual requirements.

6.3 Doctors can use exception reporting to inform the employer when their day-to-day work varies significantly and/or regularly from the agreed rota. Primarily these variations are likely to include:

a. Differences in total hours of work (including opportunities for rest breaks)
b. Differences in the pattern of hours worked
c. Differences in the support available for the doctor during service commitments

6.4 Exception reports allow the Trust the opportunity to address issues as they arise, and to make timely adjustments to rotas.

6.5 Exception reports should include:

a. The name, specialty and grade of the doctor involved
b. The identity of the clinical supervisor
c. The dates, times and durations of exceptions
d. The nature of the variance from the rota and
e. Any steps the doctor has taken to resolve matters before escalation (if any).

6.6 The review process for exception reports must be agreed locally by; the Guardian of Safe Working Hours, the JDF and the Joint Local Negotiating Committee. Regardless of the reviewal process agreed, all reports should be copied to a trainee's clinical supervisor.

a. When deciding who should be the actioner for the different types of report, consideration should be given to ensure the actioner is appropriate with

significant insight into issues raised and be able to propose suitable resolutions.

b. In any locally agreed review process,, it should not be a requirement for an in-person meeting between the doctor submitting the exception report and the report's actioner, to be held for all individual exception reports, except for reports relating to service support, or immediate safety concerns. However, a doctor or actioner of a report, must be able to request a meeting to discuss any report they submit or receive.

6.7 The doctor shall send the report electronically to the locally agreed actioner for the type of report submitted. This should be as soon as possible after the exception takes place, and in any event within 14 day (or 7 days when making a claim for additional pay).

6.8 The doctor will copy the exception report to the Guardian of Safe Working in relation to safe working practices.

6.9 Upon receipt of an exception report, the locally agreed actioner for the report type submitted will within 7 days of receiving a report:

a. Firstly action the report, or discuss the report with the doctor (when felt necessary by the actioner or requested by the doctor submitting the report) to agree what action is necessary to address the reported variation or concern.
b. Secondly, set out in an electronic response to the doctor their decision, or the agreed outcome of the report following a meeting with the doctor, including any agreed actions.
c. Thirdly, copy the response to the Guardian of Safe Working as appropriately identified in 6.8 above.

6.10 Where an exception report is not received within 7 days as per the paragraph above, the Guardian of Safe Working Hours will have the authority to action the report.

6.11 the Guardian of Safe Working Hours will review the outcome of the exception report to identify whether further improvements to the doctor's working hours are

required to ensure that limits on working hours outlined in these TCS are being met.

Breaches incurring a financial penalty

6.12 The Guardian of Safe Working Hours will review all exception reports copied to them by doctors to identify whether a breach has occurred which incurs a financial penalty as set out below.

6.13 Where such concerns are shown to be correct in relation to:

a. A breach of the 48 hour average working week (across the reference period agreed for that placement in the rota; or
b. A breach of the maximum 13 hour length shift; or
c. A breach of the maximum 72 hours worked across any consecutive 168 hour period; or
d. Where 11 hours rest in a 24 hour period has not been achieved (excluding on call shifts); or
e. Where 5 hours continuous rest between 2200 and 0700 during a non resident on call shift has not been achieved; or
f. Where 8 hours of total rest per 24 hour non-resident on-call shifts has not been achieved.

The doctor will be paid for the additional hours at the penalty rates set out in Annex A, and the Guardian of Safe Working Hours will levy a fine on the department employing the doctor for those additional hours worked, at the rates set out in Annex A.

6.14 Where a concern is raised that breaks have been missed on at least 25% of occasions across a four week reference period, and the concern is validated and shown to be correct, the Guardian of Safe Working Hours will levy a fine at the rate of twice the relevant hourly rate for the time in which the break was not taken.

6.15 Additionally to ensure no further breaches occur, a rota review may be required.

Disbursement of Fines

6.16 The money raised through fines must be used to benefit the education, training and working environment of doctors in training and trust doctors. The Guardian of Safe Working Hours should devise the allocation of funds in collaboration with the Trust Junior Doctor's Forum. These funds must not be used to supplement

the facilities, IT provision, and other resources that are fundamental requirements for Trust Doctors which should be provided by the Trust as standard.

6.17 The details of the Guardian fines will be published in the organisation's financial report (accounts), which are subject to independent audit. The Guardian's annual report will include clear detail on how the money was spent.

Immediate Safety Concerns

CONTINUE FROM HERE

7, Private Professional and Fee Paying Work

7.1 The doctor is responsible for ensuring that the employer is advised of any regular commitments that the doctor has in relation to the provision of any private professional work.

7.2 The Trust and employee is responsible for ensuring any private professional work undertaken by the doctor does not result in any detriment to NHS patients or services.

7.3 A doctor must not earn fees during salaried time. In effect a doctor must not be paid twice for the same period.

7.4 Doctors are solely responsible for the payment and management of the tax and insurance liabilities and any related costs in respect of any private professional or fee paying work that the doctor undertakes and for ensuring that they have adequate and appropriate insurance and indemnity for such work. The doctor agrees to indemnify the Trust for any costs or demands that the Trust incurs in relation to such liabilities referred to above.

7.5 NHS or other contractual commitments must take precedence over the provision of private professional work.

Use of NHS Facilities

7.6 The doctor must obtain the Trust's prior agreement to use NHS facilities, staff and/or resources for the provision of private professional fee paying work.

7.7 The Trust will make it clear which facilities, if any a doctor is permitted to use for private purposes and to what extent and whether any charge will be levied for the use of these facilities staff and/or resources.

7.8 If a doctor with the employing organisation's permission, undertakes private professional clinical work in any of the employing organisation's facilities, the doctor must observe the principles and relevant provisions in the Code of Conduct for Private Practice.

7.9 Doctors must also make themselves aware of and comply with their employing and/or host organisation' policies and procedures for private practice.

Fee Paying Services

7.10 Fee paying work should normally be carried out in time for which the doctor is not being paid by the Trust.

8. Other Conditions of Employment

Outside Employment & Financial Interests

8.1 A doctor must declare:

- Any outside financial interest or any financial relationship with an external organisation that they may have which may conflict or could be perceived to conflict with the policies, business activity and decisions of the Trust; and/or
- Any financial or pecuniary advantage they may gain whether directly or indirectly as a result of a privileged position within the Trust.

8.2 It is the responsibility of the doctor to ensure they comply with their corporate responsibilities as set out in the Trust's standing financial instructions.

Research

8.3 All research must be managed in accordance with the requirements of the Department of Health research governance framework. Doctors must comply with all reporting requirements put in place by the Trust to deliver research governance. Doctors must also comply with the GMC guidance 'Good Practice in Research'.

Confidentiality

8.4 A doctor has an overriding professional obligation to maintain patient confidentiality.

8.5 A doctor must not disclose, without permission any information of a confidential nature concerning other employees or contracted workers or the business of the Trust, except where there is an overriding public interest or legal obligation to do so.

Raising Concerns

8.6 Should a doctor have cause for a genuine concern about an issue the doctor has a professional obligation to raise that concern. A doctor should raise concerns in accordance with Trust policy and shall not be subject to any detriment for doing so. Raising Concerns Policy

9. Leave

9.1 The annual leave year runs from the start date of the doctor's appointment.

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

- On first appointment to the NHS = 27 Days
- After five years completed NHS service = 32 Days

9.3 As leave is deducted from the rota before the average hours are calculated for pay purposes, leave may not be taken from shifts attracting an enhanced rate of pay or an allowance. Where a doctor wishes to take leave when rostered for such a shift or duty the doctor must arrange to swap the shift or duty with another doctor on the same rota. It is the doctor's responsibility to arrange such swaps and the Trust is not obliged to approve the leave request if the doctor does not make the necessary arrangements to cover shifts.

9.4 Where the doctor's contract is for less than 12 months, the leave entitlement is pro rata to the length of the contract.

9.5 A doctor working less than full time will be allocated leave on a pro rata basis.

9.6 A doctor should normally provide a minimum six weeks' notice of annual leave to be approved.

9.7 If, due to circumstances beyond the doctor's control, a reasonable request is made for leave outside the minimum six weeks' notice period, the Trust will fairly consider the request while paying due regard to service requirements.

9.8 Where it has not been possible to plan leave arrangements, some leave may need to be allocated to ensure that all doctors are able to take their full leave entitlement while maintaining safe coverage of services.

Payment for annual leave

9.9 Pay is calculated on the basis of what the doctor would have received had the doctor been at work, based on the doctor's rota.

Public Holidays

9.10 Public holiday entitlement is additional to annual leave entitlement.

9.11 A doctor working less than full time is entitled to paid public holidays at a rate pro rata to the number of public holidays for a full time doctor. This will be calculated in working hours.

9.12 Public holiday entitlement for a doctor working less than full time shall be added to annual leave entitlement and any public holidays shall be taken from the combined allowance for annual leave and public holidays.

9.13 A doctor who in the course of their duties is required to be present at their place of work at any time (from 00.01 to 23.59) on a public holiday, or who is required to be on call on a public holiday, will be entitled to a standard working day off in lieu.

9.14 Where a public holiday falls on a scheduled rest day, then the doctor will be given a day off in lieu of the public holiday.

9.15 Where a public holiday, including Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January), falls on a Saturday and Sunday the public holiday will be designated as falling on the first working weekday thereafter. In such circumstances no day off in lieu arises for work undertaken on Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January).

Study & Professional Leave

9.16 The authorisation of Study & Professional Leave is subject to the need to maintain NHS Services. Study Leave Policy

9.17 Where leave with pay is granted, the doctor must not undertake any other paid work during the leave period without the Trust's prior permission.

9.18 Attendance at statutory and mandatory training is not counted as study leave.

9.19 Study leave includes but is not restricted to participation in:-

- Study (linked to a course or programme).
- Research.
- Teaching.
- In house teaching
- Taking examinations.
- Attending conferences or educational benefit.
- Rostered training events.

9.20 Study leave can be authorised at the Divisions discretion.

9.21 Leave should be granted with pay and expenses or time off in lieu.

Sickness Absence

9.22 A doctor absent from duty owing to illness (including injury or other disability) shall, subject to the provisions below, be entitled to receive an allowance in accordance with the following:

Sick Leave Entitlement

During the first year of service	One month's full pay and (after completing four months' service) two months' half pay
During the second year of service	Two month's full pay and two month's half pay
During the third year of service	Four month's full pay and four month's half pay
During the fourth and fifth years of service	Five month's full pay and five months half pay
After completing five years of service	Six months full pay and six months half pay

9.23 All sickness should be reported and managed in line with the Trust Supporting Attendance Policy Supporting Attendance Policy

Previous Qualifying Service

9.24 For the purpose of calculating the appropriate allowance of paid sickness absence, previous qualifying service shall be determined in accordance with the doctor's statutory rights and all periods of service, (without any break of 12 months or more, subject to paragraph below),with a National Health Service employer shall be aggregated.

Limitation of allowance when insurance or other benefits are payable

9.25 The sickness absence allowance paid to a doctor when added to any statutory sick pay, injuries or compensation benefits, including any allowances for adult or child dependants must not exceed the pay the doctor would have received had they been at work.

Recovering of damages from third party

9.26 A doctor who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. The Trust will advance to the doctor a sum not exceeding the amount of sick pay payable under this scheme, providing the doctor repays the full amount of sickness allowance to the Trust, when damages are received. Once received the absence shall not be taken into account for the purposes of the scale set out in the table above.

Accident due to sport or negligence

9.27 An allowance shall not normally be paid in a case of accident due to active participation in sport as a profession, or where contributory negligence is proved.

Injury sustained on duty

9.28 An absence due to injury sustained by a doctor in the actual discharge of their duty, for which the doctor was not liable, shall not be recorded for the purposes of aggregation against future sickness absence.

9.29 The injury allowance provisions will apply as set out in Section 22 of the *NHS Terms and Conditions of Service Handbook*, and should be read alongside the accompanying guidance issued by NHS Employers.

10.0 Termination of Employment

10.1 A doctor employed under these terms and conditions of service is employed on a fixed-term basis and the contract will terminate at the end of the fixed term in line with the Trust Fixed term Policy Fixed Term Policy

10.2 The contract of employment can be brought to an end prior to the expiry of the fixed- term arrangements. In such circumstances, either the doctor or the employer must give notice in writing, except where the provisions of paragraph 9.9 apply.

Statutory notice periods

10.3 The Trust shall give, as the minimum period of notice to terminate the employment of a doctor who has been continuously employed for at least four weeks (unless the contractual period specified is longer):

- one week's notice if the period of continuous employment is less than two years; or
- 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
- 12 weeks' notice if the period of continuous employment is 12 years or more.

10.4 The minimum period of notice to be given to the Trust by a doctor who has been continuously employed for at least four weeks, shall be one week (unless the period specified in the contract of employment is longer). The period of continuous employment shall be computed in accordance with the Employment Rights Act 1996, as amended from time to time.

Contractual notice

10.5 The agreed minimum period of notice by both sides for doctors employed under these terms and conditions of service, unless the statutory minimum periods of notice as set out above, are longer, shall be as follows:-

Trust Grade Equivalent	Notice
F1 F2 Core Training: CT1-3 Speciality Training: ST 1-3 Dental Core Training	One Month
Speciality Training: ST4 and above GPSTs	Three Months

Grounds for termination of employment

10.6 Whilst it is accepted that the majority of doctors employed within the NHS do their best to achieve high standards of behaviour and practice, on occasion a doctor may fail to meet the standards required, and in some circumstances this may lead to termination of employment.

10.7 The process for dealing with matters of conduct, competence, capability or performance will be detailed in the relevant polices of the Trust.

10.8 A doctor's employment may be terminated for the following reasons:

- Conduct.
- Capability
- Redundancy.
- In order to comply with a statute or other statutory regulation.
- Failure to hold or maintain a requisite qualification, registration, or license to practise.
- Where there is some other substantial reason to do so in a particular case.

10.9 Should the application of any of the above procedures result in the decision to terminate a doctor's contract of employment, the doctor will be entitled to invoke the appeals process, as set out in the relevant policies of the Trust .

10.10 In cases where employment is terminated, a doctor may be required to work their notice period, or if the employer considers it more appropriate, the doctor may be paid in lieu of notice, or paid through the notice period but not be required to attend work. Such arrangements are at the sole discretion of the employer.

10.11 Employment can be terminated without notice in cases of gross misconduct, gross negligence, where a doctor's professional registration and/or license to practice has been removed or has lapsed (without good reason).

11.0 Expenses

11.1 Expenses relating to travel, subsistence and other business expenses shall be paid to meet actual disbursements of doctors in the performance of their duties, and shall not be regarded as a source of pay or reckoned as such for the purposes of pension. Expenses Policy

11.2 Costs incurred by doctors shall be reimbursed when, with the agreement of their employer, they use their own vehicles or pedal cycles to make official journeys.

11.3 Claims for expenses shall normally be submitted within one month and as soon as possible after the end of the period to which the claim relates, subject to local procedures.

12.0 Trust Policies and Procedures

12.1 You are required to familiarise yourself and comply with the Trust's policies and procedures and those of any other sites.

Appendix A: please see the latest pay circular which deals with pay and conditions of service of NHS Doctors and Dentists. This is available on the NHS Employers website www.nhsemployers.org.uk