model contract for doctors and denTists in training with Schedule 15, Section 2 transitional pay protection

**Information for employers (this page does not form part of the contract of employment and should be omitted when the contract is issued).**

This contract is **only** for use for doctors and dentists in training where the post is accredited for training by the General Medical Council (GMC) / Health Education England (HEE) **and** the post holder is registered as having been accepted as a trainee under the auspices of the Postgraduate Dean.

This version of the template has been adapted to reflect the pay and working hours provisions of Schedule 15, Section 2 on transitional pay protection for trainees in the higher training grades and other stages of run-through training.

It can therefore be used for doctors who on 2 August 2016 were either in a higher specialty programme, at ST3 or above on a run-through programme, or on a pre-2007 SpR training programme

The contract may be adapted as indicated below for full-time appointments, less than full time appointments and locum appointments for training (LAT). Employers may need to add additional clauses to reflect local agreements and policies; any such insertion should be placed before the current paragraph 23.

This contract **should not** be used for service posts (trust doctor / clinical fellow), either temporary or permanent; nor should it be used for locum posts, other than for appointment as a locum for training (LAT).

This template is **not** for use by lead employers; a separate template has been prepared for employers acting as lead employer on behalf of host organisations.

This template has been designed to support mail-merge functionality; mail-merge fields are indicated with footnotes. Employers should use these fields to create mail merges as required.

The obligations of the employer under this contract should be read in conjunction with the learning and development agreement between the employer and Health Education England for the employer to provide training to a standard acceptable to the GMC/GDC.

The doctor also has obligations under a separate training agreement with Health Education England (local office).

Doctor or Dentist in an Approved Training Post

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

**THIS CONTRACT IS BETWEEN:**

[I*nsert name of employing organisation*][[1]](#endnote-1) and

[I*nsert name and address of employee*][[2]](#endnote-2)

**THE POST**

1. **Doctor in Approved Training**
	1. Your job title is [ [[3]](#endnote-3)] in [][[4]](#endnote-4).
	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.
	3. Your employment is conditional upon you continuing to hold a place in an approved postgraduate training programme.
	4. It is a condition of your employment that you sit and pass such examinations as are required for the completion of your training. These must be completed in accordance with the curriculum and within the timescale approved by the General Medical Council (GMC) and/or for dentistry the General Dental Council (GDC) or other relevant body. Your mandatory training requirements and training opportunities are set out in the work schedule appended to this document at Appendix 1.
	5. 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.
	6. This Contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996.
	7. 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**
	1. Employment under this contract commences on [ [[5]](#endnote-5)] and will terminate/terminates on [ [[6]](#endnote-6)].
	2. Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, begins on [ [[7]](#endnote-7)]. 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.
	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.
	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 and will be as set out in your work schedule which is appended to this Contract at Appendix 1. Should the hours in your work schedule be varied following a change of post or placement or following a work schedule review (as detailed in Schedule 5 of the 2016 TCS), you shall be issued with a new work schedule which shall form part of your section 1 statement of employment and your salary will be amended accordingly.
	5. Your salary will be assessed in accordance with the pay framework set out in Schedule 2 of the 2016 TCS, taking into account the transitional provisions of Schedule 15. 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.
	6. The maximum number of hours that may be worked in any given week is set out in Schedule 3 of the 2016 TCS.
	7. Up to 40 hours of work per week are pensionable in the NHS Pension scheme.
3. **General Mutual Obligations**
	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:

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

3.1.2. to carry out our respective obligations in operating a work schedule;

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

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

3.1.5 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**

1. **Location**
	1. Your principal place of work is [ [[8]](#endnote-8)]. Other work locations, including off site working, may be incorporated in your work schedule 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 work schedule. You may also be required to travel between work sites and attend official meetings at other locations.
2. **Duties**
	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 work schedule, as reviewed from time to time in line with the provisions in paragraph 7.2 below.
3. Emergency Responses
	1. In exceptional circumstances you may be asked to return to site or remain at work for emergencies outside of the expectations in your work schedule; however, you are not required to be available for such eventualities.
4. Work Scheduling
	1. In accordance with Schedule 4 of the 2016 TCS, the purpose of your work schedule is to set out in clear and transparent terms the service commitments expected of you while in the post, and the parts of your training curriculum which can be achieved in the post. Additionally, you will be required to meet with your educational supervisor to agree and to include in your personalised work schedule other objectives that should reasonably be covered during this employment. The work schedule is not contractually binding in itself, but you have a duty to make all reasonable efforts to follow it.
	2. The process for discussion and review of work schedules is set out in Schedules 4 and 5 of the 2016 TCS.
	3. Scheduling of Activities
		1. The work schedule 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.
		2. Additional hours (up to the maximum set out in Schedule 3 of the TCS) may be contracted for separately from time to time. The rates for basic pay are set out in Appendix 2 of this Contract **.**
		3. Any variations in your scheduled weekly commitments should be averaged out over the length of the rota cycle, the length of your placement or 26 weeks, whichever is the shorter, so that your average commitment is consistent with the provisions of the Working Time Regulations 1998 as amended from time to time.
	4. Where emergency work takes place at regular and predictable times and / or in predictable amounts, it will be accounted for prospectively within the work schedule. You may be required to participate in an on-call rota to respond to unpredictable emergencies.
	5. Where you have approved external duties included in your work schedule, you will provide 6 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.
5. Spare Professional Capacity
	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.
6. Hours which attract a pay enhancement
	1. To recognise the unsocial nature of any work undertaken at nights and on weekends will be recognised via the banding provisions of paragraphs xx-xx of Schedule 15 of the 2016 TCS. The provisions of Schedule 15 are appended to this Contract at Appendix 2.
7. On-Call Rotas
	1. If you are required to be on an on-call rota, the provisions of Schedule 3 of the 2016 TCS will apply.
	2. Your on-call commitment will be set out in your work schedule.

**PAYMENT**

#  Pay

* 1. As your appointment is covered by the provisions of Schedule 15 of the TCS, your salary while in this appointment will be as follows:
		1. You will be paid a base salary in the range of £XX to £XX, paid pro-rata if you are working less than full time;
		2. Your incremental point on the above scale on appointment (as set out in the relevant pay circular) will be determined in accordance with the provisions of the Terms and Conditions of Service NHS Medical and Dental Staff (England) 2002, based on information provided by your previous employer and / or via your last payslip, and you will be entitled to annual incremental pay progression in accordance with the provisions of Schedule 15 of the 2016 TCS;
		3. You will in addition be paid a salary supplement (also known as a banding supplement) of [ [[9]](#endnote-9)] in accordance with the provisions of Schedule 15 of the 2016 TCS; which is appended to this Contract at Appendix 2. [*Note:* *delete if not applicable*]
		4. London Weighting (where applicable) is payable in accordance with Schedule 2 of the 2016 TCS, which is appended to this Contract at Appendix 2
	2. Your salary will be payable monthly in arrears on [ [[10]](#endnote-10) ].
1. Deductions from Pay
	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.

#  Pension

* 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.
	2. Pensionable pay will include basic salary and any other pay expressly agreed to be pensionable in Schedule 2 and Schedule 15 of the 2016 TCS.
1. Expenses
	1. You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Schedule 12of 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).
2. **Benefits**

# [It is a requirement for section 1 statements to include details of any additional benefits and so NHS employers should insert further information here where necessary]

# OTHER CONDITIONS OF EMPLOYMENT

#  Leave and holidays

* 1. The annual leave year runs from the start date of your appointment.
	2. The annual leave entitlement for a full-time doctor is as follows, based on a standard working week of five days:

a. On first appointment to the NHS: 27 days

b. After five years’ completed NHS service: 32 days.

* 1. 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.
	2. A doctor working less than full time will be allocated leave and be entitled to public holidays on a pro rata basis.
	3. You shall normally provide a minimum six weeks’ notice of annual leave to be approved in accordance with local policies and procedures.
	4. 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.
	5. Pay is calculated on the basis of what you would have received had you been at work, based on your work schedule and on a 52-week reference period. Payment of annual salaries is referred to in Schedule 2 of these 2016 TCS which is appended to this Contract at Appendix 2.
	6. Public holiday entitlement is limited to New Year’s Day, Easter Friday, Easter Monday, two May bank holidays, the August bank holiday, Christmas Day and Boxing Day. These days are additional to annual leave entitlement.
	7. On termination of your employment, you will be entitled to pay in lieu of any outstanding entitlement accrued in the leave year in which your employment terminates or be required to repay to the Trust salary received in respect of annual leave taken in excess of entitlement. The amount of the payment or repayment shall be based on accrued salary for the leave year paid at [EMPLOYING ORGANISATIONS TO INSERT THE METHOD OF CALCULATION,]
	8. Further details regarding annual leave and public holidays is set out in Schedule 10 of the 2016 TCS.
	9. Full details of professional and study leave and sick leave are set out in Schedule 10 of the 2016 TCS.
	10. 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.

* 1. 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]

[List data which is transferred]

* 1. Certain personal data is transferred from one NHS organisation to another when your employment transfers. NHS organisations have a legitimate interest in processing your data in this way to enable them to establish the employment of a suitable workforce and improve efficiencies within the NHS by making costs savings for Trusts and to save you time if your employment transfers.

**18. Policies and Procedures**

18.1 You are required to familiarise yourself and comply with your employer’s policies and procedures and those of any other sites, identified in your work schedule, where your employer offers services.

**19. Disciplinary and Grievance Procedure**

19.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, copies of which are [contained in the Staff Handbook OR available from [POSITION]].

19.2 If you wish to appeal against a disciplinary decision you may apply in writing to [POSITION] in accordance with our disciplinary procedure.

19.3 If you wish to raise a grievance you may apply in writing to [POSITION] in accordance with our grievance procedure.

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

**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’.

1. Termination of employment
	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.
	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.
	3. The employer shall provide the following minimum periods of notice:

a. one week's notice if the period of continuous employment is less than two years; or

b. 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

c. 12 weeks’ notice if the period of continuous employment is 12 years or more.

* 1. The minimum period of notice to be given by you where you have been continuously employed for at least four weeks, shall be one week (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.
	2. 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 as follows:

|  |  |
| --- | --- |
| F1 F2 StR (Core Training) (CT) StR (Fixed Term Specialty Training Appointment) Dental Foundation Trainee (LDFT or DFT) Dental Core Trainee (DCT)  | One month  |
| StR (Run-through) StR (Higher Specialty Training) GP Specialty Trainee SpR  | Three 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

1. Governing Law
	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.
2. **Collective agreement and entire terms**
	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]
	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 [*insert name or employee*[[11]](#endnote-11)]

and

[*insert employer*[[12]](#endnote-12)]

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 [ ]

## **Notes**

You are normally covered by the NHS indemnity scheme against claims of medical negligence. However, in certain circumstances you may not be covered by the indemnity. We therefore advise you to maintain membership of a medical defence organisation. Details of the NHS indemnity scheme may be obtained from the Human Resources department upon request.

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

Updates on salary values are published in the NHS Employers website [www.nhsemployers.org](http://www.nhsemployers.org)

**Data required for mail merge**

1. Name of employing organisation [↑](#endnote-ref-1)
2. Name and address of employee [↑](#endnote-ref-2)
3. Job title [↑](#endnote-ref-3)
4. Specialty or department [↑](#endnote-ref-4)
5. Insert date (actual start date under this contract) [↑](#endnote-ref-5)
6. Insert end date [↑](#endnote-ref-6)
7. Insert date [ERA date] [↑](#endnote-ref-7)
8. Insert location [base or main location for this contract] [↑](#endnote-ref-8)
9. Insert banding supplement (delete paragraph where not applicable) [↑](#endnote-ref-9)
10. Insert date/ day in month of payday [↑](#endnote-ref-10)
11. Name of employee [↑](#endnote-ref-11)
12. Name of employing organisation

**Appendix 1**

**INSERT WORK SCHEDULE HERE**

	1. The doctors identified below will be granted transitional pay protection under the arrangements described in this Schedule at paragraphs 27-41 with effect from 3 August 2016:
	2. Doctors already at ST3 or above on a run-through training programme on 2 August 2016.
	3. Doctors already in higher specialty training programmes on 2 August 2016.
	4. Specialist registrars (SpRs) on a pre-2007 training programme.
	5. Doctors outlined in paragraph 27 above shall continue to be paid a basic salary on the pay scale (MN37) on which they were previously paid under the 2002 TCS, and shall continue to receive annual increments on the anniversary of their previously agreed incremental date until they exit training or until 6 August 2025, whichever is the sooner. These arrangements do not apply to work carried out under the provisions in schedule 2 paragraph 73 which will be paid as set out in schedule 2.
	6. Where the hours worked by a doctor (up to a maximum of an average of 40 hours per week) are increased or decreased between or during appointments, such that the proportion of full time that the doctor is training is formally adjusted, the actual cash value of the level of protected pay shall be adjusted accordingly. In such circumstances, the doctor shall continue to be paid in accordance with paragraph 28 above until either the doctor exits training or until 6 August 2025, whichever is the sooner.
	7. Doctors described in paragraph 27 above, during the time that their basic salary is protected as described in paragraphs 28 to 29 above, continue to be paid, where appropriate, and based on the rota on which they are actually working, a banding supplement, as calculated under paragraph 31 below. However, where a doctor described in paragraph 27 above subsequently elects to re-enter training in a different training programme, any protection arrangements arising as a result of paragraphs 27 to 29 shall be discontinued and the doctor will instead be entitled the same level of pay protection as for a doctor described in paragraphs 5 and 6 above, until the end of the original period of pay protection applying at the point that the doctor first accepted an appointment under these TCS.
# Working hours for the purposes of banding at transition

	1. For the purposes of calculating the banding supplement for this group of doctors only, refer to Annex B.
	2. Monitoring and re-banding will not be used under these new TCS. Doctors continuing to be paid under the 2002 TCS will otherwise be subject to the terms of these TCS. If such a doctor experiences significant and/or regular variation between their day to day work and their work schedule, they should submit an exception report and follow the process as set out in schedule 5 above. A work schedule review should be used to determine whether or not the banding supplement being paid is correct for the doctor’s working pattern, and Annex B can be used to pay a different banding supplement to the individual doctor if necessary. Any disagreement between the doctor and their supervisor will be overseen by the guardian of safe working hours as set out in schedule 6 above.
# Banding and the Working Time Regulations 1998

	1. Doctors working on patterns described in Annex B that require more than 48 hours of average weekly work must have opted out of the WTR, as set out in Schedule 3 of these TCS. Doctors not wishing to opt out can only be contracted on rotas of no more than an average of 48 hours’ actual work per week.
	2. Rotas with a weekly average greater than 56 hours of actual work are not permitted under the terms of this contract. Employers must not create such working patterns, nor should doctors request to work such patterns. [↑](#endnote-ref-12)