



GIG
CYMRU
NHS
WALES

Bwrdd Iechyd Prifysgol
Hywel Dda
University Health Board

Withybush General Hospital
Fishguard Rd
Haverfordwest
Pembrokeshire
SA61 2PZ

Ein cyf- Our ref: xxxxxx
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E-bost/ E-mail: medical.recruitment.hdd@wales.nhs.uk

PRIVATE & CONFIDENTIAL

Date
Dr name
Xxx
Xxxx
Xxxxx
xxxxxx

Dear Dr xxxxxxxxxxxx,

PRINCIPLE STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

Offer of appointment

1. (a) I am instructed by the Hywel Dda University Health Board to confirm the offer of an appointment as a xxxxxxxx in xxxxxx based at xxxx General Hospital in xxxxx commencing on date for a xx month contract ending on xxxxxx
- (b) Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996 begins on xxxxxxxx
- (c) For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count.

Swyddfeydd Corfforaethol, Adeilad Ystwyth,
Hafan Derwen, Parc Dewi Sant, Heol Ffynnon Job,
Caerfyrddin, Sir Gaerfyrddin, SA31 3BB

Corporate Offices, Ystwyth Building,
Hafan Derwen, St Davids Park, Job's Well Road,
Carmarthen, Carmarthenshire, SA31 3BB

Cadeirydd / Chair
Mrs Maria Battle

Prif Weithredwr/Chief Executive
Mr Steve Moore

Bwrdd Iechyd Prifysgol Hywel Dda yw enw gweithredol Bwrdd Iechyd Lleol Prifysgol Hywel Dda
Hywel Dda University Health Board is the operational name of Hywel Dda University Local Health Board

Mae Bwrdd Iechyd Prifysgol Hywel Dda yn amgylchedd di-fwg Hywel Dda University Health Board operates a smoke free environment

Applicable collective agreement

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

Duties

3. (a) Your hours and duties are as defined in your job description (For rotations, the job description may differ for each individual post/placement). You will be available for duty hours which in total will not exceed the duty hours set out for your working pattern in paragraph 20 of the Terms and Conditions of Service.
- (b) Your working pattern is described as full shift with controls on hours as defined in the Terms and Conditions of Service paragraph 20.
- (c) You will receive a base salary as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service.
- (d) A non pensionable supplement at pay band **xx xx%** will be payable in accordance with paragraph 22 of the Terms and Conditions of Service (for rotations, banding supplements may differ for each individual post/placement).
TO BE PAID WHEN SIGNED OFF AS COMPETENT
- (e) Banding supplements may be altered (in accordance with paragraphs 6(e) and 7(c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal and the Working Time Regulations as amended. If the pay band changes, you will be issued with a letter of variation (in accordance with paragraph 7 below). Pay protection will apply in accordance with paragraph 21 of the Terms and Conditions of Service.

Pay

4. (a) Your base salary will be £**xxxxx** per annum, paid monthly in accordance with the current national agreed salary scale for your grade. (These rates are subject to amendment from time to time by national agreement.) See Note 1.
- (b) Your incremental date will be **xxxxxx**
- (c) You will receive, in addition to your base salary a supplement at the rate of **xx%** of your base salary for duty contracted at Band **xx** as set out in Paragraph 3(d) above, which will be payable monthly. (These rates may be amended from time to time by national agreement). **TO BE PAID WHEN SIGNED OFF AS COMPETENT**

Pension

5. (a) You will be entitled to become a member of a NHS Pension Scheme subject to its terms and rules, which may be amended from time to time. Details of the NHS scheme are given in the scheme guide, which can be obtained from the HR Medical Workforce Department.
- (b) You are contracted out of the State Second Pension Scheme.
- (c) Pay supplements over and above base salary are non-pensionable.
For staff contracted to work 40 or more hours of duty per week
- (d) Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.
For staff contracted to work less than 40 hours of duty per week

Your pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, your contributions must also be paid on any additional hours of duty you work between your contracted hours and a maximum of 40 hours per week.

- (e) Your employer must make arrangements to track and record these additional hours (see Paragraph 5(e) above) for pension purposes.

Monitoring of working patterns

6. (a) The Health Board is contractually obliged to monitor junior doctors' New Deal compliance and the application of the banding system, through robust local monitoring arrangements supported by national guidance. You are contractually obliged to co-operate with those monitoring arrangements.
- (b) These arrangements will be subject to:
- review by the regional improving junior doctors working lives action team (or equivalent); and
 - for the Health Board, the performance management systems.
- (c) The Health Board must collect and analyse data sufficient to assess hours' compliance and/or to resolve pay or contractual disputes. Therefore, when the Health Board reasonably requests you to do so, you must record data on hours worked and forward that data to the Health Board.
- (d) The Health Board is required to ensure that staff in all training grades comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a of the Terms and Conditions of Service, and with the requirements of the Working Time Regulations as amended from time to time.⁸
- (e) You are required to work with your employer to identify appropriate working arrangements or other organisational changes in working practice which move non-compliant posts to compliant posts and to comply with reasonable changes following such discussion.

Revision to pay banding

7. (a) The Health Board will notify you in writing of its decision on banding.
- (b) Full details of the procedure for appealing against banding decisions are in the Terms and Conditions of Service sub-paragraph 22.l.
- (c) Full details of the procedure for rebanding posts are in the Terms and Conditions of Service sub-paragraph 22.m.

Notice

8. You are entitled to receive 1 month notice of termination of employment and are required to give Hywel Dda University Health Board 1 month notice. See also Note 2.

Registration and insurance

9. You are required to be registered with the General Medical Council throughout the duration of your employment. See also Note 3.

Additional work

10. You agree not to undertake locum medical or dental work for this or any other employer where such work would cause your contracted hours (or actual hours of work) to breach the controls set out in paragraph 20 of the Terms and Conditions of Service.

Residence

11. The appointment does not require you to reside in hospital, but if you have chosen to do so; and a deduction from salary for lodgings will accordingly be made, in accordance with the Terms and Conditions of Service.

See also Note 4

Leave

12. You will be entitled to **xxxx** annual leave with full pay each year.

Full details of both annual leave and sick leave allowances and the conditions governing those allowances and study leave, are set out in the Terms and Conditions of Service.

Property

13. (a) Hywel Dda University Health Board accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.
- (b) Notwithstanding (a) above, Hywel Dda Health Board undertakes, so far as is reasonably possible, to ensure that lodgings are maintained in a secure condition.
- (c) You should, through the exercise of normal diligence, also seek to maintain the security of your lodgings.

Deductions

14. The Hywel Dda University Health Board will not make deductions from or variations to your salary other than those required by law without your express written consent.

Sickness Absence

15. The provisions relating to absence by you because of sickness appear in paragraph 225-244 of the Terms and Conditions of Service.

Resolution Procedures

- 16.1 The resolution procedures, which apply to your employment, are set out in the All Wales Respect and Resolution Policy.
- 16.2 If you wish to request a formal resolution, which cannot be dealt with using the resources outlined in the toolkit, you should put your request for resolution in writing to your Clinical Director.

Disciplinary Matters

17. Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures and will be subject to the appeal arrangements set out in those procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern NHS' framework).

Acceptance

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

Yours faithfully

XXXXXXXXXX

XXXXXXX

Medical Recruitment

On behalf of Hywel Dda University Health Board

NOTES

1. Your salary gives **xxxxxx** incremental credit for previous service. If you have any enquiry about how this has been calculated, please contact the Medical Recruitment Advisor.

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

House Officer	2 weeks
Foundation House Officer 1	2 weeks
Foundation House Officer 2	1 month
Senior House Officer	1 month
Specialty Registrar (Fixed Term).....	1 month
Specialty Registrar (Core Training).....	1 month
Specialty or Specialist Registrar	3 months

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

<u>Period of continuous employment</u>	<u>Notice entitlement</u>
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1 month or more but less than 2 years	Not less than 1 week
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2 years or more but less than 12 years	Not less than 1 week for each year of continuous employment
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12 years or more	Not less than 12 weeks
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3. Copies of HC(89)34 and the leaflet on indemnity arrangements issued in December 1989 (are enclosed)* [may be obtained on request]* You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation.

4. Copies of the enclosure to HSC2000/036 relating to standards of residential accommodation may be obtained on request from the HR Medical Workforce Department.

5. Copies of HSC 2000/031 – Modernising Pay and Contracts for Hospital Doctors and Dentists in Training, may be obtained on request from the HR Medical Workforce Department.

PLEASE DO NOT DETACH

I hereby confirm my acceptance of the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it.

Signature

Date

This offer, and acceptance of it, shall together constitute a contract between the parties.