(NHS EMPLOYER)

Contract of Employment

(Today’s Date)

**Private & Confidential**

Dr {CANDIDATES.FIRSTNAME} {CANDIDATES.LASTNAME}
{CANDIDATES.ADDRESSLINE1}
{CANDIDATES.ADDRESSLINE2}
{CANDIDATES.CITY}
{CANDIDATES.POSTCODE}

Dear Dr {CANDIDATES.LASTNAME}

**Appointment of Specialty Doctor in (NHS Employer)**

1.  Offer of Appointment

 I write on behalf of **(Insert name of NHS Employer)** to offer you an appointment as a **(Insert Job Title)** commencing on **(Insert contract start date)**. The appointment is for **(Insert number of programmed activities)** programmed activities per week.

 For purposes of the Employment Rights Act 1996, your period of continuous employment with **(Insert name of NHS Employer)** began on **(Insert continuous service start date)**. Under statutory provisions, a week not covered by a contract of employment can break continuity of employment.  However, for the purposes of certain terms and conditions of service such as annual leave, sick pay, maternity pay and redundancy entitlements, previous NHS service, not treated as continuous under the provisions of the Employment Rights Act, may be regarded as reckonable service subject to the rules set out in the Terms and Conditions.

 The terms of this Contract of Employment are subject to satisfactory Occupational Health and Disclosure Scotland PVG Scheme Application. This has been obtained before issuing this contract.

 Should you be subject to any criminal charges, cautions and/or proceedings during the course of your employment you are required to inform the Medical Director immediately. Failure to do so may be dealt with under NHS Scotland Workforce Conduct Policy.

2.     Applicable Collective Agreement

 The appointment will be subject to the Terms and Conditions of Service of the Specialty Doctor in Scotland 2022 as amended from time to time. A copy is available at the following website [Specialty Doctors & Specialist Doctors | MSG (scot.nhs.uk)](https://www.msg.scot.nhs.uk/pay/medical/specialist-doctors-associate-specialists)

3.     Pension

 This appointment is pensionable under the NHS Pension Scheme. New eligible entrants who are not already in a pension scheme will normally be enrolled automatically into membership of the NHS Pension Scheme.

 Our pension scheme is provided by Scottish Public Pensions Agency, and all benefits are explained on the SPPA website (<http://www.sppa.gov.uk> ). Here you can also access an annual statement showing how much service has built up in your pension. If you wish to opt out or have previous NHS Service, you should refer to the SPPA website for further information about any implications for your pension benefits.

 Pensionable pay will include basic salary (up to 10 programmed activities, but not any extra programmed activities above this level), on-call availability supplements, and any other pay or allowances agreed by the Scottish Government, to be superannuable.  Pensionable pay will be subject to HMRC legislation.

4.     Duties and Responsibilities

 Your duties and responsibilities are as defined in your job plan, which is subject to review on an annual or interim basis. The provisions relating to job planning are as set out in Schedule 4 of the Terms & Conditions of Service for Specialty Doctors in Scotland 2022.

5.     Main Base

 Your main base is as set out in the job plan. Subject to agreement through the job planning process you may be required from time to time to undertake work within other areas of the Health Board.

6.     Private Practice

 You agree that any private practice you may undertake will be governed by the Code of Conduct set out in Schedule 7 and Appendix 2 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022.

7. Pay

 The salary of the appointment will be that appropriate to a {StarterForm.Field396} appointment assessed at {StarterForm.Field402} programmed activities a week.

1. Your base salary will be {StarterForm.Field432} per annum, paid monthly and will progress to {StarterForm.Field433} per annum in accordance with the provisions of Schedule 10 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022 and the current national agreed salary scale for your grade.
2. Your starting salary will be confirmed in your first payslip.  These rates may be amended from time to time by National agreement. Salary will be payable monthly.
3. Your starting pay point will be **(Insert Pay Point in Appointment)**. You are eligible for pay progression in accordance with the provisions of Schedule 11 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022.
4. Your pay progression date is the anniversary of the date you first commenced employment in the specialty doctor grade, subject to the provisions of Schedule 10 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022 on recognising previous relevant service.
5. The availability supplement payable will be {StarterForm.Field687}%.
6. Expenses

 You are entitled to be paid expenses, for travel, subsistence and other expenses which shall normally be submitted as soon as practical after they are incurred and in any case not more than three months later. Expenses will be payable as set out in the Schedule 16 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022 and must be in line with existing circulars, regulations and directions as amended.

9.     Notice

 This employment is subject to three calendar months’ notice (alter to One Month if Fixed Term) on either side.

10.    Registration and Insurance

1. You are required to be fully registered with the General Medical Council throughout the duration of your employment and continue to hold a licence to practise.
2. You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in respect of services for which you receive a separate fee) you may not be covered by the indemnity.

 **(Insert NHS Employer)** therefore advise that you maintain membership of a medical defence organisation. Copies of NHS Circular 1989(PCS)32 and NHS MEL(2000)18 on indemnity arrangements may be obtained on request.
3. Appraisal and Clinical Governance

 You are contractually required to undertake an annual appraisal, and comply with local clinical governance policies.

1. Duty to be Contactable and Response Time

 Where you are required to attend an emergency when on-call an appropriate response time must be agreed with your Clinical Director and captured in the Job Plan

13.   Leave

 For the purposes of determining your annual leave entitlement in accordance with terms and conditions of service, a week is defined as the total number of PAs in your Job Plan, including any EPAs.

 Full details of the annual leave allowance and the conditions governing this allowance is set out in Schedule 13 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022.

14.   Sickness Absence

 The provisions relating to absence by you because of sickness and the sickness allowance applicable are set out in Schedule 13 of the Terms and Conditions of Service for Specialty Doctors in Scotland 2022.

15.   Disciplinary Procedure

 Your appointment is subject to NHS Scotland Workforce Conduct Policy for the resolution of disciplinary matters relating to the personal conduct of Medical and Dental Staff.  In cases of professional misconduct or professional competence, your appointment is subject to the provisions of Schedule 14 of the Terms and Conditions of Service for Specialty Doctor in Scotland 2022.

16.   Grievance Procedure

 Should you have a grievance relating to your employment, you are entitled to discuss the matter in the first instance with your immediate line manager e.g. Clinical Director. If the matter remains unresolved you will have recourse to NHS Scotland Workforce Grievance Policy for the resolution of grievance matters.

17.   Property

 **(Insert name of NHS Employer)** 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.

18.   Deductions

 **(Insert name of NHS Employer)** will not make deductions from or variations to your salary other than those required by law without your express written consent.

19.      Confidentiality

 In relation to confidentiality, schedule 9 of the Terms & Conditions of Service for Specialty Doctors in Scotland 2022 applies.

 You are required to comply at all times with NHS Scotland and **(Insert name of NHS Employer)** information governance and confidentiality policies and procedures. You must also comply with any applicable computer access and information security policies.

 Unauthorised access to, disclosure, use or removal of information may be regarded as serious misconduct and could result in disciplinary action, including dismissal.

20.      Data Protection

 **(Insert name of NHS Employer)** will collect and process information relating to you in accordance with the privacy notice which is available on **(Insert name of NHS Employer)** intranet.

 You shall comply with **(Insert name of NHS Employer)** privacy and data protection policies, when handling personal data in the course of your employment, including personal data relating to any, patient, employee, supplier or agent of **(Insert name of NHS Employer)**. You must also comply with any applicable on-site security requirements, record keeping requirements and the Caldicott requirements and protocols.

 Failure to comply with the privacy and data protection policies may be regarded as serious misconduct and could result in disciplinary action, including dismissal.

21.   Protection of Intellectual Property

 **(Insert name of NHS Employer)** has a policy on the management of intellectual property, which is consistent with the Management Framework for Intellectual Property of the NHS as contained in HDL (2004) 9.  Generally, intellectual property which arises, or could reasonably be expected to arise, in the course of your work with **(Insert name of NHS Employer)** belongs to **(Insert name of NHS Employer)**, unless agreed otherwise in writing, as detailed in Schedule 9 of the Terms & Conditions of Service for Specialty Doctors in Scotland 2022.

22.   Acceptance of Gifts and/or Hospitality

 Advice on acceptance of gifts and/or hospitality and the declaration of interests is as set out within the **(Insert name of NHS Employer)** policy and NHS Circulars 1989 (GEN) 32 and MEL (1994) 48/80. Any breach of the principles will be treated as serious misconduct and may attract appropriate disciplinary action. It is the responsibility of all staff to ensure that they are impartial and strictly independent in their dealings with commercial bodies and external organisations. You are therefore advised to check with your Clinical Director before accepting any gifts and/or hospitality.

23.   Conflict / Declaration of Interests

 **(Insert name of NHS Board**) is responsible for maintaining a register of declaration of financial interests of any staff concerned with the awarding of a contract. If your position allows you to influence purchasing decisions or you have ordering powers you must discuss the matter with your Clinical Director and produce a written declaration of any interest or outside employment which may infringe or might reasonably be deemed by others to infringe on your impartiality in any matter relevant to your duties.

24.   Health & Safety

 **(Insert name of NHS Employer)** has a duty to ensure so far as is reasonably practicable the Health, Safety and Welfare at Work of all its employees.

 Every employee is also under a duty while at work to take reasonable care for the health and safety of themselves and of others and as regards any duty imposed on **(Insert name of NHS Employer)** to co-operate with **(Insert name of NHS Employer)** so far as is necessary to enable that duty to be performed or complied with.

 Please refer to the **(Insert name of NHS Employer)** local policy relating to health, safety and wellbeing.

25.   Trade Union Membership

 You have a right to join and remain a member of a trade union/professional association.  Similarly you also have a right not to join a trade union if you choose not to do so.

26.   Equality and Diversity

 **(Insert name of NHS Employer)** is an equal opportunity employer.  The policy of **(Insert name of NHS Employer)** is that all employees and job applicants should be afforded equal opportunities in employment irrespective of their sex, sexual orientation, marital status, race, religion, creed, colour, age or disability.

27.   Acceptance

 If you agree to accept the appointment on the terms and conditions set out in the foregoing contract, please complete no later than within 3 weeks from the date of this letter.

Yours sincerely

On behalf of **(Insert name of NHS Employer)**