



Medical Personnel Services
St James' Hospital
Locksway Road
Portsmouth
Hampshire PO4 8LD

Tel: 023 9289 4453
Fax: 023 9289 4430

Dr J I Yikona
37 Bury Close
Gosport
Hants PO12 3TX

26 September 2001

Dear Dr Yikona

**Staff Physician - Gosport War Memorial Hospital
From 30 October 2000 to 29 October 2001**

I write to confirm that on the recommendation of your consultant, Dr Lord, your contract dated 11 September 2000, is extended without term. All other terms and conditions remain unchanged.

I enclose two copies of this letter as an amendment to your Contract of Employment. If you accept this amendment kindly sign both copies and return one copy to me, retaining the second copy for your records.

I have sent your passport and your wife's passport to Montgomery & Co, in connection with the extension to your work permit and will call you when the passports are returned to me.

Should you have any queries regarding this, please do not hesitate to contact me on **Code A**

Yours sincerely

Code A

Chris Donohoe
Medical Personnel Manager

~~I accept the letter dated 26 September 2001 as an amendment to my original contract dated 11 September 2000, as detailed.~~

Signed: **Code A** (Dr J I Yikona) Date: 28/09/2001



Medical Personnel Services For
East Hampshire Primary Care Trust, Portsmouth City Primary Care Trust
Portsmouth HealthCare NHS Trust

PORTSMOUTH
HealthCare
 NHS
 TRUST

Dr J I Yikona
 98 Farview Road
 Sheffield S5 7TB

Our ref

CD
 Your ref

Date

11 September 2000

Ext

4307

Dear Dr Yikona

**Appointment of Staff Physician - Department of Medicine for Elderly People
 Gosport War Memorial Hospital - 30 October 2000 to 29 October 2001**

1. I am instructed by Portsmouth HealthCare NHS Trust, to offer you a full-time appointment as Staff Physician in the Department of Medicine for Elderly People, Gosport War Memorial Hospital, commencing on 30 October 2000, for a period of one year, ending on 29 October 2001, subject to the terms and conditions of service of Hospital Medical and Dental Staff (England and Wales), as amended from time to time and specifically by AL(MD)4/97, and also subject to the Conditions of Service of the General Council of the Whitley Councils for the Health Services, as amended from time to time. Copies of these may be seen in the Medical Personnel Department, St. James' Hospital.
- 2(a) Your duties, which are assessed as amounting to 10 basic sessions (whole-time) and are specified in the job description, already provided.
- (b) The employing Trust will nominate from time to time the consultant(s) in the relevant speciality to whom you will be responsible. Initially, you will be responsible to Dr Aithea Lord.
- (c) The arrangement of your duties will be such as may be agreed with the consultant(s) and yourself from time to time. The employing Trust may subsequently nominate other consultant(s) to whom you will be responsible, and subject to your agreement (which should not be unreasonably withheld) vary the rostering of your contracted sessions and place of duty. Your duties should be reviewed not less than annually.
- (d) It is agreed that you are liable, as far as is practicable, to deputise from time to time for absent colleagues, in accordance with paragraph 108 of the terms and conditions of service.
- (e) It is agreed that, exceptionally, you will be available for additional work in occasional emergencies and unforeseen circumstances.

MEDICAL PERSONNEL

St. James' Hospital
 Locksway Road, Portsmouth, Hants PO4 8LD
 Tel: 023 92822444 Fax: 023 92894430
<http://www.portsmouth-healthcare.org>

- (f) It is agreed that, exceptionally, you will be available for such irregular commitments outside your normal rostered duties as are essential for the continuation of patient care.
- (g) Duties carried out under (e) and (f) above should be reviewed during your annual workload review, to ensure they continue to be exceptional in nature.
- 3(a) Your basic salary will be £30,430, payable monthly. You will progress automatically by annual increments to £34,710. Progress through the Optional Points scale will be subject to the discretion of the employer in the light of professional advice. Your incremental date is 30 October 2001 and your starting salary has been calculated to give incremental credit for previous service accordingly to paragraph 128 of the terms and conditions of service.
- (b) The employing Trust undertakes not to make deductions from or variations to your salary without your written consent.
4. The appointment is superannuable, unless you opt out of the NHS Superannuation Scheme or are ineligible to join, and your remuneration will be subject to deductions or superannuation contributions in accordance with the scheme. Details of the scheme are given in the scheme guide, which is enclosed.
5. For the purposes of the Employment Rights Act 1996, your previous employment with The University of Sheffield does not count as part of your continuous period of employment, and the date when your continuous employment began is, therefore, 30 October 2000. Previous NHS services not treated as continuous under the provisions of that Act may, however, be reckoned for certain purposes under the terms and conditions of service.
6. Your private residence shall be maintained in contact with the public telephone service and shall not be located at more than ten miles' distance by road from Gosport War Memorial Hospital without the Trust's written consent.
- 7(a) Your annual leave entitlement is 27 days until the completion of two years' service and 32 days thereafter plus public holidays. Your leave year runs from 30 October to the following 29 October.
- (b) You are entitled to occupational sick pay allowance during sick leave, subject to the provisions of paragraphs 225 to 243 of the terms and conditions of service.
- (c) The conditions governing study leave are specified in paragraphs 250 to 254 of the terms and conditions of service.
- (d) Arrangements for taking annual leave and other absences must be approved by the employing authority.
- 8(a) You are required to be fully registered with the General Medical Council.
- (b) Your liability arising out of or in connection with your duties hereunder is covered by the NHS Indemnity Scheme. However, it is advisable that you should retain some form of personal indemnity to cover other work.

- 9. The appointment is for one year in the first instance, unless previously terminated by three months' notice on either side. After one year, the appointment, unless terminated may be renewed without limitation of time and shall be subject to three months' notice on either side, and to the provisions of paragraphs 195 to 198 of the terms and conditions of service.
- 10. Should you have any grievance relating to your employment you are entitled to discuss it in the first instance with the consultant(s) to whom you are responsible, and if appropriate to consult the Medical Personnel Manager at St James' Hospital, either personally or in writing.
- 11. In matters of personal conduct, you are subject to the General Whitley Council agreements on disciplinary and dismissal procedures, and the Trust policy on grievance and disciplinary procedures.
- 12. Statements of the employing Trust's policy on health and safety at work, and of the personnel policies are available from the Medical Personnel Department.
- 13. With the exception of small valuables handed to its officers for safe custody, the Trust accepts no responsibility for damage to or loss of personal property. You are, therefore, recommended to take out an insurance policy covering your personal property.
- 14. If you wish to accept this appointment on the terms specified above, please sign and date the form at the foot of this letter and return it to the Medical Personnel Department. A second signed copy of this letter is enclosed, which you also sign and keep for future reference. This offer, and acceptance of it, shall together constitute a contract between the parties.

Yours sincerely

Code A

**Mrs Chris Donohoe
Medical Personnel Manager**

Encs

PLEASE DO NOT DETACH

FORM OF ACCEPTANCE

I accept the offer of appointment made in the foregoing letter on the terms and subject to the terms and conditions of service mentioned therein.

Signature

Code A

Date

13th September 2000



WESSEX
REGIONAL
HEALTH
AUTHORITY

Highton, Romsey Road, Winchester SO17 0DQ
Telephone (0962) 863311 Ext: 286 - Mrs. M. Gibson
Fax (0962) 86-698

Ref: Occ Code 011
MG/BD

28th January 1992

Dr. A. Lord
8 St. Georges Court
Gosport Road
Fareham
PO16 0LL

Dear Dr. Lord

APPOINTMENT OF CONSULTANT IN MEDICINE FOR THE ELDERLY

1. I am instructed by the Wessex Regional Health Authority (hereinafter referred to as the Authority) to offer you an appointment as whole-time Consultant in Medicine for the Elderly in the Portsmouth and South East Hampshire Health Authority from 30th March 1992, subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff and to the provisions for superannuation from time to time in force.
2. The terms and conditions of the employment offered are set out in the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) and General Council Conditions of Service as amended from time to time, a copy of which is available for inspection at the Personnel Department of the Portsmouth and South East Hampshire Health Authority. I would particularly draw your attention to Paragraphs 235 and 236 which relate to the submission of medical certificates during sickness, since failure to do this can result in loss of pay.
3. The appointment is superannuable. Unless within the first pay period (one month) of starting your employment you decide otherwise, you will be subject to the National Health Service Superannuation Scheme and will then be contracted out of the State Pension Scheme. Copies of the current regulations governing the scheme may be seen at the offices of the District Health Authority.

4. Insofar as they are not already covered by the Terms and Conditions of Service mentioned above, the following duties have been assigned to you for the purpose of providing health services under the National Health Service Acts at any hospital, health centre or clinic for which the Authority is responsible but primarily in the Portsmouth and South East Hampshire Health Authority.

- (a) Diagnosis and treatment of patients.
 - (b) Emergency and standby duties.
 - (c) Substitution for other members of the Consultant Medical Staff during their temporary absence, so far as this is consistent with the proper discharge of the duties attached to (a) and (b) above.
 - (d) Undertaking emergency and standby duties at other hospitals outside the Portsmouth and South East Hampshire Health Authority following agreement between yourself and the Authority.
 - (e) The diagnosis and treatment of patients occupying accommodation made available under Sections 58, 65 and 66 of the National Health Service Act 1977, insofar as such patients have not made private arrangements for such treatment under Section 65(2) of that Act.
-
- (f) Continuing clinical responsibility for the patients in your charge, allowing for all proper delegation to, and training of, your staff.

Subsequently, the duties and places where they are to be carried out may be varied by agreement between the District Health Authority and yourself.

5. The arrangement of your duties will be such as may be agreed between the District Health Authority and yourself from time to time, including the annual review of job plans as provided for in HC(90)16.

- (i) It is agreed that any private practice you may undertake, whether limited or not by the Terms and Conditions of Service, will in no way diminish the level of service that may be expected from you by the District Health Authority in carrying out the duties specified above.

6. The salary of the appointment (exclusive of any distinction and meritorious service award payable to you) will be that appropriate to a whole-time consultant appointment. Your starting salary will be £38,545 rising to £46,390 per annum. Your salary will be payable monthly and your incremental date will be 30th March.

7. For the purposes of Section 1(2)C of the Employment Protection (Consolidation) Act 1978, your previous employment with Wessex Regional Health Authority as Senior Registrar does count as part of your continuous period of employment and your continuous period of employment therefore began on 1st October 1988. However, for the purpose of certain National Health Service conditions of service, previous National Health Service service, not treated as "continuous" under the provisions of the Employment Protection (Consolidation) Act 1978, may also be reckoned for those purposes, subject to the rules set out in the Terms and Conditions of Service.
8. The employment is subject to three months notice on either side but is subject to the provisions of Paragraphs 190-198 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.
9. You are required to be fully registered with the General Medical Council.
10. You are encouraged to take out adequate defence organisation cover as appropriate to cover you for any work which does not fall within the scope of Crown Indemnity for NHS clinical negligence.
11. Your private residence shall be maintained in contact with the public telephone service and shall be not more than 10 miles by road from St. Mary's Hospital, Portsmouth, unless specific approval is given by the District Health Authority to your residing at a greater distance.
12. Arrangements for annual leave and other absences should be made with the Portsmouth and South East Hampshire Health Authority through locally agreed procedures.
13. (a) Should you have any grievance relating to your employment this should be taken up, in the first instance, under the locally agreed procedures.
- (b) Failing resolution at local level, the agreed national procedure for settling differences between you and the Authority where the difference relates to a matter affecting your conditions of service is set out in Section 32 of the General Whitley Council Conditions of Service, and any Medical and Dental personnel policies and procedures which may be approved by the District and Regional Health Authorities after consultation and negotiation with the appropriate recognised staff organisations.
14. In matters of personal conduct you will be subject to the General Whitley Council agreements on disciplinary and dismissal procedures. The agreed procedures for appeal against disciplinary action or dismissal are set out in Section 40 of the General Whitley Council Handbook.

15. The Authority 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.

16. If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return it to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Code A

Margaret Gibson
for Medical Manpower Manager

DO NOT DETACH

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on the 30th March '92

Signed Code A Dated 07/2/92

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