



CONTRACT OF EMPLOYMENT

TERMS AND CONDITIONS FOR MEDICAL STAFF

INTRODUCTION

You have been appointed by the Portsmouth HealthCare NHS Trust (the "Trust") to the post shown in your "Personal Contract Details". Your duties will include those described in your issued Job Description.

The current terms and conditions of your employment are those appropriate to your Staff Group and Pay Grade shown on your Personal Contract Details.

Reference to the terms and conditions is contained in:

- (a) agreements approved by, or directions made by the Secretary of State for Health.
- (b) the National Health Service (Superannuation) Regulations 1980 and subsequent amendments.
- (c) written employment policies and agreements issued by the Trust.

These documents will be available upon request from the Personnel Department for you to refer to. Any future changes to these documents will be recorded in this Department.

Any specific individual changes to your Personal Contract Details will be notified to you in writing within one month, excluding increases in rates of pay, etc.

CONTINUOUS SERVICE

Your Personal Contract Details confirms:

- (a) your current post start date
- (b) the date on which your continuous period of employment began or will begin
- (c) if your employment is for a temporary period or a fixed term contract the Termination Date and other details are shown.

HOURS OF DUTY

Your Personal Contract Details confirm your normal working week as contracted hours. Your normal working week is described in your Job Description and this will state where you are required to work extra duty hours. Your starting and finishing times, shift and roster arrangements, will be specified by your Manager. You may be required to work hours different from these to enable the Trust to provide an efficient and effective service.

If you are a part-time employee the Part-Time indicator will reflect this with a letter "Y".

BASE

As a result of the process of changing from a hospital-based to a community-based service, maximum flexibility in terms of duties and base will be required. You will be based initially at the location stated on your Personal Contract Details. In certain circumstances, following consultation you may be required to work at any other of the Trust's establishments in accordance with the needs of the service.

PAY

Your Personal Contract Details includes details on:

- (a) Your Payscale
- (b) Your actual starting Salary/Wage
- (c) Any Allowances and Deductions per annum
- (d) Your Incremental Date if appropriate

If you have worked in the NHS prior to this employment your Actual Pay Rate and Incremental Date may depend on verification of your previous NHS service. Actual Pay Rate and Incremental Date will not be shown on the Personal Contract Details if this previous service has not been verified at the Date of issue of this Contract of Employment.

These items of information will be confirmed in writing to you as soon as verification is complete.

The Pay Type in your Personal Contract Details show whether you are weekly or monthly paid. Monthly paid staff are paid on the penultimate working day of the month. Weekly paid staff are normally paid one week in arrears. You are paid by credit transfer to a bank account authorised by you.

ANNUAL LEAVE

Your Annual Leave entitlement in the current leave year and in the next leave year are given in your Personal Contract Details. The leave year of Doctors (other than locums) referred to in paragraph 205 shall run from 1 June to 31 May. The leave year of Doctors (other than locums) referred to in paragraph 206 shall run from 1 November to 31 October (see appropriate Whitley Council Handbook for definitions).

A full-time employee is entitled to 8 Bank Holidays. A part-time employee is entitled to Bank Holidays that occur on days of the week when he/she would normally be rostered to work. If required to work on Bank Holidays, an employee will be paid and given time off in lieu in accordance with their terms and conditions.

PENSIONS

Membership of the NHS Superannuation Scheme is voluntary, but you will be included in the Scheme unless you complete a form, available from the Personnel Department expressing your wish to opt out. All employees of the Trust who are members of the National Health Service Superannuation Scheme are contracted out of the earnings related part of the state pension scheme.

PERIOD OF NOTICE

The minimum period of notice given by either side to terminate your employment shall be determined from the following table, unless the statutory minimum periods provided for in the Employment Rights Act 1996 are longer.

If your pay grade is:	The minimum period of notice is:
House Officer	2 weeks
Senior House Officer	1 Month
Registrar	2 Months
Part-time medical or dental practitioner within the meaning of paragraphs 94 & 107 of the Terms and Conditions	2 Months
All locum pay grades	1 week
All other pay grades	3 Months

This is an appointment for a fixed term ending on the Date of Termination shown in your Personal Details Contracts unless previously terminated in accordance with the above paragraph. You will not be entitled to a period of notice extending beyond the termination date.

OCCUPATIONAL HEALTH

Your employment is subject to you being medically fit to perform the duties for which you have been engaged. You may be required to have a medical examination and/or x-ray from time to time during the course of your employment.

PROFESSIONAL REGISTRATION

If your employment is to a post which requires you to be registered with the appropriate regulatory body, the continuation of your employment is conditional upon you continuing to meet the Registration requirement. The Trust will require evidence of current registration.

CHARGES OR DEDUCTIONS

It is a condition of your employment that, where applicable, charges for accommodation in the Trust's residences, telephone charges and any outstanding accounts payable to the Trust, will be deducted from your wages or salary. It is also a condition of your employment that the Trust has the right to make a deduction(s) from your wages or salary if property belonging to the Trust remains in your possession, or to satisfy an order by a court or tribunal requiring the payment of any amount by you to the Trust.

PERSONAL CHANGES

You must notify the Trust of any change of address or any change in your personal circumstances which may affect employment.

STAFF HANDBOOK

The Staff Handbook which has been issued to you contains guidance on conditions related to your employment. The following parts of the Staff Handbook are particularly important and you should make yourself familiar with them:

- (a) sickness absence notes
- (b) health, safety and welfare
- (c) Confidentiality
- (d) personal property
- (e) grievance procedures
- (f) disciplinary rules

ADDITIONAL DETAILS

Any special conditions of employment which apply to your post are detailed in your Personal Contract Details.

Issuing Officer: (on behalf of the Trust) P. M. Keeping
Designation: Medical Personnel Manager
Date: 1 November 1999

STATEMENT TO BE SIGNED BY EMPLOYEE

I hereby accept the appointment in accordance with the terms and conditions and any accompanying documents specifically referred to above.

Employees signature **Code A**

Date 2/11/99