



**MEDICAL WORKFORCE**

Lyndon Place  
2096 Coventry Road  
Sheldon  
Birmingham  
B26 3YU

Tel: 0121 424 8993 (Option 4 then Option 1)

Fax: 0121 424 8917

Monday, 09 April 2018

«Title» «First\_Names» «Last\_Name»  
«Address\_Line\_1»  
«Address\_Line\_2»  
«Address\_Line\_3»  
«TownCity»  
«PostcodeZip\_code»

Dear «Title» «Last\_Name»

**Re: Appointment of Foundation Year Two from Wednesday 7th August  
2013 to Tuesday 5<sup>th</sup> August 2014**

Further to your interview I write to confirm the offer of appointment of Foundation Year Two at Heart of England NHS Foundation Trust (Teaching).

**The details of your posts are as follows:**

Programme Reference Number: «Programme\_Ref»

<p><b>Post 1</b> - Commencing on 7<sup>th</sup> August 2013 and Ending on 3<sup>rd</sup> December 2013 Specialty: «Placement_1» Site: «Placement_1_Site» Banding Supplement: «Placement_1_Banding»</p>
--

<p><b>Post 2</b> - Commencing on 4<sup>th</sup> December 2013 and Ending on 1<sup>st</sup> April 2014 Specialty: «Placement_2» Site: «Placement_2_Site» Banding Supplement: «Placement_2_Banding»</p>
---

<p><b>Post 3</b> - Commencing on 2<sup>nd</sup> April 2014 and Ending on 5<sup>th</sup> August 2014 Specialty: «Placement_3» Site: «Placement_3_Site» Banding Supplement: «Placement_3_Banding»</p>
---

*Please note: although the utmost care has been taken by both the West Midlands Deanery and the Trust, errors occasionally occur and as such it may be necessary to amend your rotation. If this is the case we will ensure you are notified as soon as possible so that you incur minimum inconvenience.*

This offer of employment is **conditional**, subject to:

- o Receiving satisfactory references
- o Occupational Health Clearance (see attached guidance notes)
- o Police Clearance - CRB (see attached guidance notes)

and receipt of the documents listed:

- o GMC Certificate
- o Medical Qualification
- o Recent pay slip or staff transfer form
- o Passport or Birth Certificate – Evidence of the Right to live and work in the UK. (if you are not an EEA national you must also provide a copy of your current visa stamp)

The documents requested **MUST** be returned to the Medical Workforce Team by not later than the 31<sup>st</sup> May 2013.

Your appointment to the grade of Foundation Year Two will be paid at the salary scale detailed in your contract. In addition, your contract will also detail any banding supplement that is applicable for the post. Please note that your banding may change as you move through your different specialities. In order for us to determine your starting salary you must provide a staff transfer form and/or **recent** payslip. If you have equivalent overseas experience which you would like to be considered towards incremental credit you must provide certificates from your employers giving dates and details of your employment.

As you are employed by the Trust and not any one department, you may be required to work on a temporary or permanent basis at any of the following Trust's locations: Birmingham Heartlands / Solihull Hospital / The Birmingham Chest Clinic / Good Hope Hospital or the premises of other Trusts where the Trusts clinical activity is undertaken on a peripheral basis from which the Trust operates. This may be for all or part of your hours. If you are required to work at a different location, as far as is practicable, you will be consulted about such a change, with a view to reaching agreement. In some circumstances, or in an emergency it may not be possible to consult or give notice but the Trust will look at each case individually. When a change to your location is required due to the needs of the service, commuting distance from your current work base or home will be taken into consideration.

Two copies of this letter are attached please confirm your acceptance of the offer by signing both copies and returning one copy by not later than the 31<sup>st</sup> May 2013.

May I take this opportunity to welcome you to the Trust and if you should have any queries regarding your appointment please contact us on the number given above.

Yours sincerely,



Simon Birley  
Medical Workforce Manager

**Failure to return the above documentation within the specified deadline may result in the offer of employment being withdrawn. We will of course be happy to offer assistance, where appropriate, if you are experiencing difficulties.**

---

**PLEASE DO NOT DETACH**

I hereby confirm that **I accept / do not accept** the post of Foundation Year Two and confirm that I will / will not take up duty on the **7<sup>th</sup> August 2013** subject to the clearances mentioned herein.

Signed:

Date:

## Heart of England NHS Foundation Trust

### PRINCIPLE STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT GOVERNING THE AGREEMENT BETWEEN THE TRUST & «Title» «First\_Names» «Last\_Name»

Monday, 09 April 2018

«Title» «First\_Names» «Last\_Name»  
«Address\_Line\_1»  
«Address\_Line\_2»  
«Address\_Line\_3»  
«TownCity»  
«PostcodeZip\_code»

Dear «Title» «First\_Names» «Last\_Name»

Programme Reference Number: «Programme\_Ref»

#### **Offer of appointment**

1.
  - a. I am instructed by Heart of England NHS Foundation Trust to confirm the offer of an appointment as Foundation Year Two in at Heart of England NHS Foundation Trust (Teaching) commencing on 7<sup>th</sup> August 2013 concluding on the 5<sup>th</sup> August 2014.
  - b. The date of the start of your period of continuous employment is 7<sup>th</sup> August 2013. For these purposes, your employment with Heart of England NHS Foundation Trust is included in the period of continuous employment.

#### **Applicable collective agreement**

2. Your appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) as amended from time to time and any reference in those Terms and Conditions to an employing Authority shall be construed as if it were to include a reference to an employing Trust.

#### **Duties**

3.
  - a. Your hours and duties are 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 will be payable in accordance with paragraph 22 of the Terms and Conditions of Service (For rotations, banding supplements may differ for each individual placement).
- e. Banding supplements may be altered (in accordance with paragraph 6(e) and 7(c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal. If the payband 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 £27,798 per annum, paid monthly [and will progress by annual increments of £27,798 to £31,434 per annum] 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).
  - b. Your incremental date will be 7<sup>th</sup> August 2013.
  - c. You will receive, in addition to your base salary a supplement, as detailed within your offer letter of your base salary for out of hours duty contracted 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).]\*
  - d. In addition, you will be paid the following allowances:

*e.g. peripheral allowances*

## **Pension**

5.
  - a. Your appointment will be pensionable and your base salary will be subject to deduction of superannuation contributions in accordance with the NHS Pension Regulations 1995 unless you opt out of the scheme. (Any supplement payable to you is not pensionable.) Details of the NHS scheme are given in the scheme guide, which is enclosed.
  - b. There is a contracting out certificate in force for the NHS pension scheme for the purposes of section 3(5) of the Employment Rights Act 1996.
  - c. Pay supplements over and above base salary are non-pensionable.
  - d. Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.

## **Monitoring of Working Patterns**

6.
  - a. The Trust 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 Trust, the performance management systems.
- c. The Trust must collect and analyse data sufficient to assess hours' compliance and/or to resolve pay or contractual disputes. Therefore, when the Trust reasonably requests you to do so, you must record data on hours worked and forward that data to the Trust.
  - d. The Trust 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
  - 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 Trust 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 22.1.
  - 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 one month notice of termination of employment and are required to give Heart of England NHS Foundation Trust one months notice.

### **Registration and insurance**

9.
  - a. You are required to be registered with the General Medical Council throughout the duration of your employment. You are required to produce evidence of your continued registration.
  - b. 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.

### **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. Resident on-call – when you are undertaking resident on-call duties you must use the room provided for you on-site.

### **Leave**

12.
  - a. You will be entitled to 28 days annual leave with full pay each year. Your leave will be split between your three placements at the rate of 10 days for placement 1 and 9 days each of placements 2 and 3.
  - b. Full detail 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. Heart of England NHS Foundation Trust 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, Heart of England NHS Foundation Trust 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 Heat of England NHS Foundation Trust 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.

### **Grievance Procedure**

16. The grievance procedures, which apply to your employment, are set out in the Trust's Grievance and Disputes Policy

### **Disciplinary procedure**

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

A handwritten signature in dark ink, appearing to read 'S. Birley', with a long, sweeping horizontal stroke extending to the right.

Simon Birley  
Medical Workforce Manager  
On behalf of: Heart of England NHS Foundation Trust



**NOTES:**

1. 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:

FY1	2 weeks
FY2	1 month
Fixed Term Specialist Training Appointment (FTSTA)	1 months
Speciality Trainee	3 months
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:

Period of continuous employment

Notice entitlement

1 month or more but less than 2 years	Not less than 1 week
2 years or more but less than 12 years	Not less than 1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

2. Copies of HC(89)34 and the leaflet on indemnity arrangements issued in December 1989 may be obtained on request.
3. Copies of the enclosure to EL(91)82 relating to standards of residential accommodation may be obtained on request.
4. Copies of HSC 2000/031 – Modernising Pay and Contracts for Hospital Doctors and Dentists in Training, may be obtained on request.

---

PLEASE DO NOT DETACH

**I hereby [accept]\* [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.

# INDUCTION ARRANGEMENTS

The Trust induction is in three parts; On-line Induction, Corporate Induction and Local Induction, all parts are mandatory.

## **ONLINE INDUCTION:**

Before taking up your post, you must complete your pre-start Induction on our Doctors Induction website ([www.nhst.co.uk](http://www.nhst.co.uk)). This will take approximately 2 hours and if you prefer to complete it in stages, you can....it will 'book-mark' where you are and will not expect you to repeat any of it when you next log-in!

The pin will default to 1111. You will be required to change this upon logging in for the first time.

**NB – The On-Line Induction Website will open with effect from 1<sup>st</sup> July 2011. Please do not login before that time.**

## **CORPORATE INDUCTION:**

The schedule for the Corporate Induction Day is currently being discussed and once confirmed will be available for you to view and print off via the Online Induction, therefore it is imperative that you forward the above information to the recruitment team as soon as possible.

## **LOCAL INDUCTION:**

Your Local Induction will be co-ordinated by the Department in which you will work, every effort will be made to ensure this information is available on the On-Line Induction website, however, you may receive notification of its timing and contents via an additional letter or e-mail. Therefore if you personal details have changed, or are likely to change from those detailed below, please contact the Medical Workforce Team via email to confirm your new details.

[medical.workforce@heartofengland.nhs.uk](mailto:medical.workforce@heartofengland.nhs.uk)

## **ADDITIONAL INFORMATION**

As part of the induction process, the Trust has implemented a standard which requires all 'Doctors in Training' to be interviewed by their Educational Supervisor or Supervising Consultant in order to assess training needs and competence. This interview must take place within one week of your starting in post and you will receive a letter, setting out the date and time, in due course. You will be required to bring to the interview your up to date logbook/portfolio/college book or any training records you have.

## **LOCAL POLICIES & PROCEDURES RELATING TO EMPLOYMENT**

The Trust reserves the right to vary your terms and conditions of employment to reflect new or revised collective agreements agreed nationally or by JNCC or new legislation.

Every effort is made to ensure that you are paid correctly. However, if there is an error then this needs to be rectified. If there is an underpayment due to an accepted error by the Trust the, amount underpaid will be paid back into your salary as early as is reasonable. If there is an overpayment due to a mistake of fact, such as an administrative error, you will have to pay this back to the Trust. You will be notified of the amount of the overpayment and we will agree with you a reasonable time period over which you will have to pay it back. A deduction will then be made directly from your salary.

Acceptance of Gifts: Under HSG(93)5 Standards of Business Conduct for NHS Staff it is an offence for employees to accept any gifts or consideration as an inducement or reward for:

- doing, or refraining from doing, anything in your official capacity
- or
- showing favour or disfavour to any person in your official capacity

Under this circular, any money, gift or consideration accepted by you whilst employed at Heart of England NHS Foundation Trust, from a person or organisation holding or seeking to obtain a contract, will be deemed as gross misconduct under the Disciplinary Procedure and a dismissible offence. It will also be deemed by the courts to have been received corruptly unless you are able to prove the contrary.

You may only receive hospitality which is reasonable, free of any impropriety and has been declared to and agreed by your manager.

Declaration of Interest: You are required to tell us if you have a close relative or associate who has:-

- a controlling interest
- or significant financial interest
- or other interest

in any business which may compete for a NHS contract to supply either goods or services to the Heart of England NHS Foundation Trust.

'Business' means either a private company, or public sector organisation, or other NHS employer or voluntary organisation or any other activity or pursuit.

If this applies to you, you should write to the Finance Director as soon as you are aware of this confirming that you wish to declare an interest and giving the details. Any failure to declare an interest will result in the Disciplinary Procedure being invoked.

Standing Financial Instructions: Heart of England NHS Foundation Trust issues Standing Financial Instructions, in accordance with the financial directions issued by

the Secretary of State. These relate to the conduct of the Trust's financial matters. You are required to abide by Standing Financial Instructions in everything that you do in connection with your work.

You also have a general responsibility for the security of the Trust's property. You should take all steps to avoid loss and ensure as economic a use of money as possible.

A copy of the Trust's Standing Financial Instructions is available for inspection within the Service Development Unit and Finance Department. In addition this will be included in your induction.

You are employed on National terms and conditions of employment, unless stated otherwise. The Local Policies & Procedures, which may affect your terms & conditions include:-

Adverse Weather Conditions	Hepatitis B
AIDS and Employment	Long Service Award
Alcohol Related Problems	New Technology
Career Break	Pre-Employment Health
Carers Leave	Protection of Children
Control of Respiratory Sensitisers	Redundancy
Disciplinary Procedure	Retirement Procedure
Disruption to travel services policy	Screening
Equal Opportunities	Sickness Absence
First Aider	Time off Work Policy
Grievance	Travel Expenses
Harassment	Violence to Staff
Health & Safety	Visual Screening & Eyesight Testing

This list is not exhaustive and further policies may be implemented at any time subject to consultation at JNCC. Reference to these policies is not intended to imply that these policies form part of the contract of employment.

These Policies & Procedures may be changed from time to time, subject to consultation being undertaken, where necessary.

Any dispute regarding the terms and conditions of employment which apply to this employment and any future terms and conditions which may be applied will be determined by the Human Resources Director.

Please note that Medical and Dental Staff are no longer required to subscribe to a medical defence organisation. However, you are advised not to withdraw your defence body membership which will ensure you are covered for any work which does not fall within the scope of the indemnity scheme, viz, private practice and consultancy for personal gain and/or advice which may be needed in the event of dispute between yourselves and the Trust. If you have already withdrawn your membership you are strongly advised to reconsider your decision.

## **OCCUPATIONAL HEALTH CLEARANCE GUIDELINES**

Prior to commencing work, in line with Trust Policy all new staff are required to be medically cleared by the Trust's Occupational Health Department, by completing a health questionnaire. This may involve a medical examination/chest x-ray/screening tests by a registered medical practitioner nominated by the Trust.

**If you fail to complete and return a health questionnaire, provide relevant information requested and/or attend appointments made for you, your position may not be confirmed.**

You will need to complete and return the enclosed questionnaire

Please note that you will not be passed fit to work unless you include an **identified validated laboratory report** of the following:

- Hepatitis B titre result
- Hepatitis B surface antigen
- Hepatitis C antibody
- HIV antibody/antigen

Further written evidence of TB, measles, mumps and rubella immunity is also required, with either a history or evidence of chicken pox immunity, to ensure there are no restrictions placed on your practice.

If you do not have this evidence, your options are:

1. Obtain written documentation of identified validated samples from your current Occupational Health or GP, if previously undertaken.
2. Request a blood test with your current Trust and provide a copy of the laboratory results to Occupational Health.
3. Arrange an appointment with the Occupational Health Department who will undertake the relevant blood tests.
4. Enclose the completed 'results release form' with your questionnaire to Occupational Health, so they may obtain results of tests that you have previously had taken.

For further information please consult Department of Health (March 2007) Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New healthcare workers & Heart of England Trust policy.

## **CRIMINAL RECORDS BUREAU (POLICE CLEARANCE)**

It is Trust policy to carry out a police check on medics working in your speciality, please notify us if you have any criminal convictions or cautions before the CRB check is undertaken.

You will have received confirmation of how to complete a CRB Disclosure Application form on-line, once this is completed please return copies of the following documentation to us.

- Passport and Birth Certificate
- Driving licence: photo card type or paper driving licence
- P45/P60 statement
- Marriage Certificate if applicable.

You will also need to provide two proofs of address, for example

- Recent utility bill
- Recent credit card statement
- Recent bank statement
- Recent mortgage statement
- Recent insurance statement

Please contact the Medical Workforce Team if you have any questions regarding completion of your CRB (0121 424 8993 Option 4 then Option 1).

Further information can be downloaded from the CRB website <http://www.crb.gov.uk> by selecting the following document: An applicants guide to completing the CRB Application Form.

## **PAYROLL PROCESS**

On commencement with the Trust you will need to be entered onto the payroll system. There are a number of forms you need to complete, and return to the medical workforce team as soon as possible, in order to ensure you are set up in time to meet the payroll deadline:

**PAY DAY IS THE 27<sup>th</sup> OF EACH MONTH**

### **Bank/Building Society Details**

Complete this form in full and sign the declaration at the bottom of the form.

### **P45/P46**

If you do not have a P45 please complete the enclosed P46 (statements A, B or C and sign the form.) Your current employer will provide you with a P45 when you leave. Please send this form to the Medical Workforce Department at Heartlands Hospital as soon as possible.

### **Pension Form**

If you do not wish to join the NHS pension scheme you should complete form SD502.

### **Payslips/Overseas Certificates**

If you do not have a Staff Transfer Form you should send us an original recent payslip to enable us to determine your starting salary. If you have overseas service and you wish to be considered towards incremental credit you must also send original certificates of employment.

***NB If evidence of previous salary is not provided prior to your starting with the Trust, your commencement salary will be the minimum of the appropriate salary scale.***

## **FURTHER INFORMATION**

### **Security/Identity Pass**

You will be required to wear a Trust identity badge at all times. The identity badge is also used to gain access to staff car parks. An application form is available on the Online Induction website.

### **Application for Car Parking Permit**

An application form is available on the Online Induction website should you require access to staff car parks.

### **Emergency Contact Form**

For emergency planning and only in the event of a crisis, the Trust requires contact details for all doctors working within the Trust, please complete the form on the Online Induction Website.

### **Pharmacy Sample Signature Form**

The Pharmacy Department will retain this information for the purpose of verifying signatures.

**If you have any questions before you start, please contact the Helpdesk on 0121 424 8993 (Option 4 then Option 1)**