

Strictly Personal, Private and Confidential

Dr

Date 23/02/2024

Your Ref

Our Ref

Enquiries to

Extension

Direct Line

E-mail

Dear Dr

1. (a) I am instructed by the Shetland Health Board (now known by the common name of Shetland NHS Board) to confirm the offer to you of the appointment as **<Job Title>** in **<Speciality>** at the Gilbert Bain Hospital commencing on **<Start date>** and terminating on **<end date>**.
- (b) The date of the start of your period of continuous employment is **<start date>** and for the purposes of the Employment Rights Act (1996), your employment with other Hospitals is not included in the period of continuous employment. However, for Whitley Council Terms and Conditions of Service, previous service within the NHS may count.
2. The appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (Scotland) as amended from time to time.
3. The appointment is pensionable and your salary will be subject to deduction of superannuation contributions in accordance with the NHS (superannuation) (Scotland) Regulations 1980 unless you opt out of the scheme. Details of the NHS scheme are given in the scheme guide which can be obtained from the Payroll Department.
4. (a) Your duties are as defined in the job description already provided to you. You will be available for duty hours, which in total will not exceed the duty hours set out in your working pattern in paragraph 20 of the Terms and Conditions of Service.
- (b) Your working pattern is described as 24-partial 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 **<?2B?>** will be payable in accordance with paragraph 22 of the Terms and Conditions of Service.

- (e) Banding supplements may be altered (in accordance with paragraphs 7(e) and 8 (c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal. 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.
5. (a) Your base salary will be in a range of **£40,995 to £54,235 per annum (pro rata)** subject to verification from transfer certificate, paid monthly in arrears 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 is **<start date>**, subject to verification from transfer certificate.
- (c) You will receive, in addition to your standard salary, a payment at the rate of **??50%** of your standard salary for duty contracted at pay band **2B??** as set out in Paragraph 4 (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:
- Distant Islands Allowance of **£2,256** per annum pro-rata
6. (a) Your appointment will be pensionable and your base salary will be subject to deduction of superannuation contributions in accordance with the NHS Superannuation Scheme (Scotland) Regulations 1995 (as amended) unless you opt out of the scheme. (Any supplement payable to you is not pensionable.) Details of the NHS scheme are available from the Payroll Department.
- (b) Should you wish to opt out of the Superannuation scheme there is a contracting out certificate in force 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.
7. (a) The 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 Implementation Support Group; and

for employers, the performance management systems.

- (c) The Board must collect and analyse data sufficient to assess hours' compliance and/or to resolve pay or contractual disputes. Therefore, when the Board reasonably requests you to do so, you must record data on hours worked and forward that data to the Board.
 - (d) The Board is required to ensure that practitioners in SHO grades from 1 August 2003, comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a of the Terms and Conditions of Service.
 - (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.
8. (a) The 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 22.1.
- (c) Full details of the procedure for re-banding posts are in the Terms and Conditions of Service sub-paragraph 22.m.
9. You are entitled to receive one month's notice of termination of employment and are required to give Shetland Health Board one month's notice. See also Note 2.
10. (a) You are required to be registered with General Medical Council throughout the duration of your employment.
- (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. See also Note 3.
11. You agree not to undertake locum medical or dental work for this or any other employer where such work would cause your contracted hours to breach the controls set out in paragraph 20 of the Terms and Conditions of Service.
12. The appointment does not require you to reside in the hospital, but where you have chosen to do so, a deduction from salary for lodgings will be made, in accordance with the Terms and Conditions of Service, section 175.

It is your responsibility to ensure that when on call you will be available by telephone and able to reach your hospital in time to meet your clinical commitments.

13. (a) You will be entitled to 5.6 weeks' (28 days) annual leave with full pay each year, plus statutory and public holidays. This entitlement is pro rata per placement. This rises to 6.6 (33 days) weeks per annum when you are in the third increment of the salary scale. For part time staff, this will be calculated on a pro rata basis based on the days and/or hours worked per week and the duration of the placement.
- (b) Arrangements for taking annual leave must be approved by your Consultant.
- (c) 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.
14. (a) Shetland 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, Shetland Health Board undertakes, so far as 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.
15. The Shetland Health Board undertakes that it will not make deductions from or variations to your salary other than those required by law without your express written consent.
16. The provisions relating to absence by you because of sickness appear in paragraphs 225-244 of the Terms and Conditions of Service.
17. (a) Should you have any grievance relating to your employment you are entitled to discuss the matter in the first instance with the Consultant (or Consultants) to whom you are responsible, and where appropriate to consult, whether personally or in writing, with the Head of Human Resources, Board HQ, Upper Floor - Montfield.
- (b) The agreed procedure for settling differences between you and Shetland Health Board where the difference relates to a matter affecting your Conditions of Service is set out in Shetland Health Board Grievance Policy and Procedure.
- (c) The provisions relating to disciplinary procedure appear in section 42 of the General Whitley Council Conditions of Service as incorporated by paragraph 189 of the Terms and Conditions of Service.

18. All information regarding patients which members of staff may learn in the course of their duty must be treated as confidential.

All staff are expected to comply with the requirements of the current Data Protection Act. Information relating to the business of the Board (including personal information about members of staff) must also be treated as confidential, and must not be communicated to anyone except those who are authorised to be given such information for legitimate reasons.

If you are in any doubt as to the authority of the individual or agency requesting information, you must seek advice from your superior officer.

Any member of staff who knowingly communicates, or in any way makes public information about the patient; or about the affairs of a patient or a member of staff, without authority, will be liable to disciplinary action. The unauthorised disclosure of official business of the Board is also regarded as a breach of confidence and may also lead to disciplinary action (disciplinary action includes the possibility of dismissal).

19. If you agree to accept the appointment on the terms specified above, please sign the form of acceptance

Yours sincerely

HR Manager (Recruitment, Planning & Systems)

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:

Foundation House Officer 1	1 month
Foundation House Officer 2	1 month
FTSTA	1 month
Locum Appointment for Service (LAS)	1 month
Locum Appointment for Training (LAT)	1 month
Specialty Registrar (StR)	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

One month or more but less than 2 years
 Two years or more but less than 12 years
 12 years or more

Not less than 1 week
 Not less than 1 week for each year of continuous employment
 Not less than 12 weeks

REMOVE IF SENDING OUT VIA JOB TRAIN

Acceptance

I have read and understood the above terms and conditions of employment and agree to accept the appointment under these terms.

Signature:

Name: **Date:**

To confirm your agreement and acceptance of the terms and conditions described in this statement, please sign and return one copy to HR Department, Board Headquarters, Upper Floor – Montfield, Burgh Road, Lerwick, Shetland, ZE1 0LA: The second copy should be retained for your own reference.