

## Doctors in Training and Trust Grade Doctors Locum Policy (MD 14)

If you require a copy of this policy in an alternative format (for example large print, easy read) or would like any assistance in relation to the content of this policy, please contact the Diversity & Inclusion Officer on 01803 656705.



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Date of Issue:	Oct 2022	Next Review Date:	Oct 2025			
Version:	1.5	Last Review Date:	Oct 2023			
Author:	Medical Workforce					
Directorate:	Workforce and Org	ganisational Development				
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Approved By:		Date Approved:				
JLNC		22 May 2017	22 May 2017			
JLNC		September 2017	September 2017			
JLNC		May 2018	May 2018			
JLNC		May 2020	May 2020			
JDRC/JLNC		October 2022	October 2022			
JLNC		December 2023	December 2023			
		·				
Links or overlag	os with other poli	cies:				

### **Amendment History**

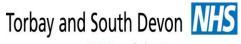
Issue	Date	Reason for Change
1.1	Sept 17	Inclusion of non-resident on call rate.
1.2	Oct 18	New locum rates
1.3	May 2020	Removal of previous appendix B and reference to TempRe
1.4	July 2020	Changed review date and corrected mistake with non-resident on call rate
		removed ref to per hour
1.5	Oct 2022	Review and update to locum rates of pay
2	Dec 2023	Updated payment process and added Current Medical Appx A&B form

# Torbay and South Devon NHS

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### Rapid Equality Impact Assessment

Policy Title (and number)		Jnr Dr locui	n policy	blicy Version and Date Dec 2023		23	
Policy Author		Medical Wor	Medical Workforce				
An (e)quality impact assessment is a process designed to ensure that policies do not discriminate or disadvantage							
				and extent of the	impact, not the number	of people	e affected.
Who may be af	-						_
Patients/ Service		taff ⊠	Other, please				
					than the general population the referred to the equilation of the		ds below
Age	Yes □ No⊠		r Reassignme		Sexual Orientation	unty rout	Yes □ No⊠
Race	Yes □ No⊠	Disabil		Yes □ No⊠	Religion/Belief (non)		Yes □ No⊠
Gender	Yes □ No⊠		ancy/Maternity		Marriage/ Civil Partr		Yes □ No⊠
					roups less favorably t	•	Yes □ No⊠
the general pop	pulation? (subs	tance mi			ravellers <sup>2</sup> ; homeless <sup>3</sup> ;		
convictions; soc							
Please provide	details for eac	h proteo	cted group wl	nere you have in	dicated 'Yes'.		
VISION AND VA	ALUES: Policie	s must a	im to remove	unintentional barri	ers and promote inclusi	ion	
Is inclusive lang							No□ NA ⊠
Are the services	-	-		?		_	No□ NA ⊠
			•				No□ NA ⊠
	Does the policy encourage individualised and person-centered care? Yes □ No □ NA ⊠   Could there be an adverse impact on an individual's independence or autonomy <sup>7</sup> ? Yes □ No □ NA ⊠						
EXTERNAL FACTORS							
Is the policy a	Is the policy a result of national legislation which cannot be modified in any way? Yes $\Box$ No $\boxtimes$						
What is the reason for writing this policy? (Is it a result in a change of legislation/ national research?)							
outlines the process under which a doctor in training or a Trust Grade doctor may undertake additional locum shifts.							
					,		
Who was cons	ulted when dra	fting thi	s policy?				
Patients/ Service	e Users 🗆 🛛 Ti	rade Uni	ons 🛛 Pro	tected Groups (in	cluding Trust Equality C	Groups)	
Staff		eneral P		er, please state			
What were the recommendations/suggestions?							
As per amendment history							
Does this document require a service redesign or substantial amendments to an existing Yes I No							
process? PLEASE NOTE: 'Yes' may trigger a full EIA, please refer to the equality leads below							
ACTION PLAN: Please list all actions identified to address any impacts							
Action					Person responsible	Comp	letion date



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### 1 Policy Statement

- 1.1 The safety of patients is a paramount concern for the NHS. Significant staff fatigue is a hazard to both patients and staff themselves.
- 1.2 Torbay and South Devon NHS Foundation Trust (hereafter referred to as the Trust) is committed to having robust processes in place in order to comply with the responsibilities as outlined in the 2016 Terms and Conditions of Service for NHS Doctors and Dentists in training (TCS) to ensure that any risk is effectively mitigated.

### 2 Purpose

- 2.1 This policy outlines the process under which a doctor in training or a Trust Grade doctor may undertake additional locum shifts.
- 2.2 The purpose of this policy is to set out the local framework for undertaking additional hours of paid work as a locum for doctors in training working under the Terms & Conditions of Service for Doctors & Dentists in Training 2016.

### 3 Scope

3.1 This policy applies to Doctors and Dentists employed by Torbay & South Devon NHS Foundation Trust under the Terms & Conditions of Service for Doctors & Dentists in Training (England) 2016 and the Local Terms and Conditions of Service for Trust Doctors.

### 4 Introduction

- 4.1 There is no obligation upon a junior doctor to undertake locum work, nor to opt out of the Working Time Regulations in order to increase the spare hours they have to carry out locum work.
- 4.2 As per the Terms and Conditions of Service for NHS Doctors and Dentists in Training 2016, where a Doctor intends to undertake hours of paid work as a locum, additional to the hours set out in the work schedule, the doctor must initially offer such additional hours of work exclusively to the service of the NHS. However it is expected by the Trust that the doctor will offer additional work to the Trust in the first instance.
- 4.3 The requirement to offer such service is limited to work commensurate with the grade and competencies of the doctor rather than work at a lower grade than the doctor is currently employed to work at.

### 5 Equality and Diversity Statement

5.1 The Trust is committed to preventing discrimination, valuing diversity and achieving equality of opportunity. No person (staff, patient or public) will receive less favourable treatment on the grounds of the nine protected characteristics

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(as governed by the Equality Act 2010): sexual orientation; gender; age; gender re-assignment; pregnancy and maternity; disability; religion or belief; race; marriage and civil partnership. In addition to these nine, the Trust will not discriminate on the grounds of domestic circumstances, social-economic status, political affiliation or trade union membership.

5.2 The Trust is committed to ensuring all services, policies, projects and strategies undergo equality analysis.

### 6 Roles and Responsibilities

- 6.1 The junior doctor and the Trust have a mutual obligation to ensure safe working, considering the hours and rest limit set out in schedule 3 of the Terms & Conditions of Service.
- 6.2 Should an individual wish to undertake additional hours on a voluntary basis they may do so by completing the relevant Junior Doctor European Working Time Directive Opt-Out form at Appendix A and return to Medical Education for inclusion in their personal file. There will only be a requirement for the doctor to complete and sign Appendix A once during their period of employment with the trust.
- 6.3 By signing the form at Appendix, A, the doctor is confirming that they will initially offer their services exclusively to the service of the NHS

### 7. Practice/Operational Managers/Rota Co-Ordinators

- 7.1 When a locum is required to cover a shift due to a short-term vacancy i.e. to cover sickness or annual leave, then the doctors within that grade can be contacted and offered an additional shift. As much notice as possible should be given to the doctor when offering additional shifts.
- 7.2 The manager is responsible for ensuring correct remuneration is made to the doctor as set out in Appendix B of this policy.
- 7.3 The Trust will operate a Weekly Payroll for all bank shifts. All timesheets should be completed on TempRE by Monday 0900 hrs. ready to be authorized by your Manager by 1200 noon Monday.

### 8 Opting out of the Working Time Regulations

- 8.1 A doctor can carry out additional activity over and above the standard commitment set out in the doctor's work schedule up to a maximum average of 48 hours per week.
- 8.2 A doctor may choose to voluntarily opt out of the WTR average weekly limit of 48 hours, subject to prior agreement in writing with the employer. A decision to exercise this option is individual and voluntary. No pressure will be placed on the doctor to take this option.

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- 8.3 Under the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 and the Local Terms and Conditions of service for Trust Doctors, where a doctor has, overall hours are restricted to a maximum average of 56 hours per week, across all or any organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in WTR.
- 8.4 Under the Terms and Conditions of Service for NHS Doctors and Dentists in Training 2016 a doctor opting out of the WTR weekly limit is still bound by all of the other limits set out in the WTR and in the TCS. Both the Doctor and their practice manager has responsibility to ensure that by undertaking the additional shift/s that they do not breach the contractual limits on working hours and protected rest periods as set out in the Terms and Conditions of Service for NHS Doctors and Dentists in Training 2016 Schedule 3.
- 8.5 The doctor can opt out of the WTR average weekly working hours by completing the form in Appendix A. By signing the opt-out agreement the doctor agrees to opt out indefinitely. To end the agreement the doctor must give written notice to the Trust. The notice period shall be 2 months.
- 8.6 Whereby a Doctor is employed by a Lead Employer but works for the Trust in its' role as a Host organisation, the Trust will expect the doctor to sign Appendix A prior to completing any Locum Work.

### 9 Exception Reporting

- 9.1 Undertaking additional locum shifts is done so by choice of the individual doctor, and should not breach any of the contractual limits on working hours. and protected rest periods. Therefore, doctors should not submit exception reports for locum shifts they choose to undertake.
- 9.2 If by undertaking an additional locum shift it is found that the shift goes beyond the agreed hours i.e. 9-5 pm shift is agreed but due to service requirements the locum works until 6.30pm then payment on the additional hours will be at the locum rate.

### 10 Authorisation and Remuneration

10.1 All locum shifts requests and payments will be through the Trust TempRe system.

### 11 Training and Awareness

- 11.1 Advice and support will be provided by Medical Workforce to support staff and managers in adhering to this policy and their understanding of dealing with requests for additional hours to secure patient safety.
- 11.2 Medical Workforce will raise awareness of this policy through induction processes, the publication of information on ICON and to advise staff of changes to the policy through the staff bulletin and ratification processes.



11.3 Please be aware that is Trust practice that any worker who leaves the Trust cannot then return to the Trust Via agency for a 12-month period from their leaving date.

### 12 References

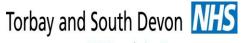
- 11.1 Terms and Conditions of Service for NHS Doctors and Dentists in Training 2016.
- 11.2 BMA Junior Doctor model locum work policy

#### 13 Contact Details

- 13.1 Any queries regarding this policy should be directed to Medical Workforce, People Directorate.
  - <u>Sdhct.Medicalhr@nhs.net</u>

#### 14 Monitoring, Audit and Review Procedures

14.1 This policy will be monitored and audited on a regular basis. A full review will take place every two years by the Directorate of Workforce and Organisational Development unless legislative changes determine otherwise.



### Appendix A –

### Staff Bank Personal Details form Please note: This form <u>must be completed in full</u> and returned to the Temporary Staffing Department

In order to ensure we hold the most up-to-date data in relation to you on our system please complete and return this form to the Temporary Staffing Team along with your signed Bank Agreement.

#### **Employee Name**

### PERSONAL DETAILS

PERSONAL DETAILS	)			
NI Number				
Date of Birth				
Professional Body				
Prof. Registration No.		1	Date of Expiry	
Surname			First Name	
Title			Middle Name(s)	
11 A 11				
Home Address				
		1	Postcode	
Mobile Telephone Number			Home Tel.	
			Number	
Personal Email Address				
NHS Email Address				
DBS Disclosure	Disclosure Number:	Date of	of Disclosure:	

### NHS PENSION CONFIRMATION INFORMATION

**Do you wish to pay pension contributions on your Bank work**? (if you are already currently employed Whole Time and Pay into the NHS Pension Scheme you are not eligible to pay on your Bank work)

		Already employed full-time and paying Pension *
Yes	No	

EQUALITY ACT 2010				
Asian or Asian British	М	ixed	C	Other Ethnic Group
Bangladeshi		White & Asian		Chinese
Indian		White & Black African		Any other Ethnic Group
Pakistani		White & Black Caribbean		
Any other Asian Background		Any other Mixed Background		
Black or Black British	W	hite		
African		British		
Caribbean		Irish		I do not wish to disclose this
Any other Black Background		Any other White Background		



### THE WORKING TIME REGULATIONS 1998 – OPT-OUT FORM

Under the Working Time Regulations 1998, I am entitled not to work for more than an average of 56 hours per week (over a 26week rolling period) and hereby confirm my agreement to exclude the rights from my Bank contract with Torbay and South Devon NHS Foundation Trust with immediate effect. I therefore agree that I am willing to work up to a maximum average of 56 hours per week. I understand that I may terminate my Agreement at any time.

Name:

Signed:

Г

Date:

By signing this Agreement I confirm that the above details are correct and I agree to the Bank Terms and Conditions of the Registration Document	Signed:
(Appendix B)	Date:

I confirm that I am competent and would be willing to undertake Bank Assignments within the following speciality areas via the Staff Bank		
	Please specify Grade(s)	
Specialty Group	M&D - F1/2, CT1/2, ST/1/2, ST3+, SAS, Cons	Tick as applicable
Acute Medicine		
Anaesthetics		
Emergency Medicine (A&E)		
ENT		
<b>General Medicine</b> (please state sub-specialties i.e. Gastro, Dermatology, etc)		
<b>General Surgery</b> (please state sub-specialties i.e. Colorectal, Upper GI, etc)		
Hematology		
Histopathology		
Obstetrics & Gynaecology		
Oncology		
Ophthalmology		

# Torbay and South Devon NHS

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<b>Oral &amp; Maxillo-Facial</b> (please state sub-specialties i.e.Orthodontics, Restorative, etc)	
Paediatrics	
Radiology	
Trauma & Orthopaedics	
Urology	
Other – please specify	

Employee Signature	Date of Signature	
Print Name		

### AGREEMENT OF BANK TERMS & CONDITIONS OF REGISTRATION

### Appointment

Employment as a member of the locum bank does not constitute regular continuous employment as you will be offered work on an 'as and when' basis. The Trust is under no obligation to provide you with work and equally you are under no obligation to accept work. Each assignment is treated as a self-contained period of work and employment is only continuous for the duration of that assignment.

### Remuneration

- a) Bank staff will be paid an hourly rate as agreed by the respective department.
- b) Bank staff remuneration and the Agreement are determined by the Trust and amended from time to time.

### Job Base

You may be required to work at any site owned, managed or leased by the Trust in order to meet the needs of the service. Unless agreed in advance, no expenses will be paid either in terms of time or money to travel to work.

### Hours of Work

There are no contractual hours with this post. Your normal weekly hours of work will be 'as and when required'.

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**Please note:** TempRE automatically deducts 30 minutes for every 6 hours worked. However, the Trust's junior doctors are contractually entitled to be paid breaks so in order to overcome this on TempRE please ensure that you add the 30 minutes deducted to the end of your shift, i.e. if you work 0900 to 2100 the please adjust the timesheet to show a finish time of 2200 hrs.

In line with the European Working Time Directive, your hours of work should not exceed 48 per week, unless you choose to opt out of the Working Time Directive which will enable you to work a maximum of 56 hours per week. Please complete the WTD Opt Out section on **Appendix A** form above.

As you are employed under the Junior Doctors 2016 Contract you will still be bound by the limits set out in the Working Time Regulations and the restrictions of working hours as defined in the terms and conditions of service. All medical staff should ensure that they have sufficient rest periods i.e. at least one full day off each week. The Trust has the right not to offer you work where it is felt that any additional hours will prevent you from delivering a safe level of care. You have an individual responsibility for the hours you work and for ensuring that you do not work hours that would prevent you from delivering a safe level of patient care.

### Notice to cancel shifts/assignments

A minimum of 24 hours' notice are required for you to cancel bank shifts, except in exceptional circumstances.

### **Notice Period**

You are under no obligation to give us notice that you wish to leave the register and we are not obligated to give you notice should we wish to stop using your services. Please be aware the Trust has a policy that any worker who leaves the Trust cannot then return to the Trust via agency for a 12-month period from their leaving date.

### Pay Arrangements

The Trust will operate a Weekly Payroll for all bank shifts. All timesheets should be completed on TempRE by Monday 0900 hrs ready to be authorised by your Manager by 1200 noon Monday.

Once the on-line timesheet has been authorised on the TempRE system, payment will be made directly into your bank account on the following Thursday of the next week for hours worked the previous week. Please note that deadlines may alter due to Christmas and Bank Holidays, but notice of any changes will be e-mailed to you by Liaison.

### Pension

For your Bank work only you may choose to Opt In or Opt Out of the Pension Scheme – please state on the form above (**Appendix A**) whether you wish to Opt In or Opt Out. This section  $\underline{MUST}$  be completed in order to allow your Manager to access and authorise your timesheets.



If you choose to Opt Out of the NHS Pension Scheme for your locum/bank work at Torbay, this will not affect your current Pension choice for any other work carried out at Torbay.

**Please Note:** If you are already working Whole Time and pay into the NHS pension scheme you are NOT eligible to pay pension contributions on your Bank work.

### **Annual and Public Holidays**

The hourly bank rate for each assignment includes 12.07% for annual leave pay.

### **Right to Work**

It is a condition of your employment that you have the legal right to work in the United Kingdom. You are responsible for ensuring that if your right to work status changes that you notify the Temporary Staffing Team with immediate effect. The Trust reserves the right to carry out ad-hoc checks in addition to those mandated by the Home Office.

### **Professional Registration**

It is your responsibility to ensure continuity of your professional registration i.e. GMC (with licence to practice) and GDC and provide evidence to this effect to the Trust. You may be required to provide evidence of continuing registration at any time. You are required to immediately disclose to the Trust any changes in your professional registration status, and failure to do so may result in disciplinary action being taken against you up to the immediate termination of this contract without notice or pay in lieu of notice. The Trust's Professional Registration Policy is available from the Human Resources Department or from the Intranet.

### **Disclosure of Cautions, Convictions and Arrests**

Your post requires an enhanced disclosure from the Disclosure and Barring Service. The Trust retains the right to request that a further disclosure is sought at intervals in accordance with DBS guidance and at any time during the course of your employment.

If during the course of your employment you are convicted of a criminal offence, receive a police caution whether it arises from your employment or otherwise, or you are arrested under any circumstances, you are required to report the matter to your manager who will decide what action needs to be taken. Failure to report a police caution, conviction or arrest may itself lead disciplinary action being taken.

### **Confidentiality and Security Issues**

During the course of your employment with the Trust you may acquire, or have access to confidential information which must not be disclosed without the express consent of the Trust or as detailed in the Trust's Information Governance policies. Confidential information includes all information (whether written, oral or otherwise) relating to the business of the Trust (including intellectual property rights, business, identity and affairs of its directors, officers, employees and potential customers, patients,



suppliers, agents or sub-contractors). Any breaches may constitute gross misconduct under the Trust's Disciplinary Policy and Procedure.

Your Trust contact details (job title, phone number, e-mail address) and any records or information created during your employment with the Trust, including any personal information stored on the Trust

network or in your Trust mailbox, are subject to the Freedom of Information Act 2000 and may be disclosed as a result of a request for information received by the Trust. The personal data you have provided may also be shared with other bodies responsible for auditing or administering public funds for the purpose of preventing or detecting fraud.

You are required to wear the photo identification badge issued by the Trust at all times whilst on duty on Trust premises. The badge remains the property of the Trust and must be surrendered on demand by HR, or anyone authorised by HR or upon termination of employment with the Trust for whatever reason.

### **Discipline and Grievance**

The Trust's Discipline and Grievance policies apply to your appointment.

You may from time to time be witness to alleged acts or omissions which may be the subject of a complaints investigation, disciplinary, grievance, legal or other procedures by the Trust. In any such instance you agree that you will co-operate with any investigating officer or other relevant person or body dealing with such procedures including appearing as a witness.

You have a duty to make known any concerns you have about the treatment of any patients or the practice of any staff member through the channels provided by the Trust.

### Health and Safety

The Trust will ensure compliance with the Health and Safety at Work (1974) Act. It is your duty to take reasonable care for the health and safety of yourself and of other people who may be affected by your activities at work and also to co-operate fully with the Trust and others in connection with arrangements to meet their statutory duties and responsibilities under the Act.

### Smoking

The Trust operates a no smoking policy on all its sites. Failure to adhere to this policy may result in disciplinary action being taken.

### **Personal Property**

The Trust does not accept responsibility for loss of or damage to your personal property. You are advised to insure your personal property.



### **Personal Particulars**

You are required to notify the Trust of any changes in your personal circumstances including changes to your name, address, telephone number or eligibility to work in the UK. If you are employed by another employer as well as the Trust you are required to notify the Trust of any suspension or disciplinary action taken against you by them. You must also inform the Trust of any referral or fitness to practice restrictions by your professional body.

### **Policies and Work Rules**

You are required to comply with any policies and work rules which the Trust may issue from time to time. These available on the Trust's Intranet. You are requested to make yourself familiar with such policies. Should there be any conflict between the provision of this statement of main terms and conditions of service and those in any other document, the provisions of this statement of main terms and conditions of service will prevail.

### **Trust Values and Behaviours**

As a Trust our purpose is to provide safe, high quality health and social care at the right time, in the right place to support the people of Torbay and South Devon to live their lives to the full. We have 6 values which we believe are core to achieving our vision:

- Respect and Dignity
- Commitment to quality of care
- Compassion
- Improving lives
- Working together for patients
- Everyone counts

Please take time to read our Trust Values and Behaviours and recognise the importance of your contribution to this vision.

### I agree to the above Agreement:

Signed:

Print Name:

Date:



### Appendix B – Remuneration for Locum Shifts

Trainee Doctor Grade	Social Per hour	Unsocial (per hour) week nights 21:00-07:00 weekends Friday 21:00 to 07:00 Monday
F1	£30	£32.50
F2	£40	£42.50
ST & CT 1&2	£50	£52.50
ST3+	£65	£80
Non Resident On Call	I Standard Retainer Rate £40	