

LOCAL TERMS & CONDITIONS OF SERVICE FOR LOCALLY EMPLOYED TRUST DOCTORS

This is a controlled document. It should not be altered in any way without the express permission of the author or their representative. On receipt of a new version, please destroy all previous versions.

Date of Issue:	October 2023	Next Review Date:	Oct 2025
Version:	4	Last Review Date:	sept 2023
Author:	Medical Workforce		
Directorate:	People Directorate		
Approval Route			
Approved By:		Date Approved:	
Junior Doctor Assurance Group		June 2016	
JLNC		November 2017	
JLNC		March 2019	
JLNC		July 2020	
JDRC/JLNC		Feb 2021	
JDRC			
JLNC		October 2023	
Links or overlaps with other policies:			

Amendment History

Issue	Date	Reason for Change
1.2	Dec 17	Addition of pay protection Section 4b. Change to notice periods.
1.3	March 19	Amendment to para 8.9 and 8.21 Addition of para 8.22
2	July 20	Complete review in line with Amendments to National Junior Doctor Contract
3	Feb 2021	Addition of paras 1.2 & 1.3. New Section 4 to include introduction of 5 th nodal point. Addition lines to 3.2.1 regarding authorisation of rota for 1in2 weekends.
4	Oct 2023	Expansion of definition Section 2 move from Trust Dr to LED Change to 5.4 confirming LED are subject to Exception Reporting and Generic Work Schedule

Rapid Equality Impact Assessment

Title (and number)	Trust Doctor T&Cs	Version and Date	V4 Oct 2023
Author	Medical Workforce		
An (e)quality impact assessment is a process designed to ensure that policies do not discriminate or disadvantage people whilst advancing equality. Consider the nature and extent of the impact, not the number of people affected.			
Who may be affected by this document?			
Patients/ Service Users	<input type="checkbox"/>	Staff	<input checked="" type="checkbox"/>
Other, please state...		<input type="checkbox"/>	
Could the policy treat people from protected groups less favorably than the general population?			
<i>PLEASE NOTE: Any 'Yes' answers may trigger a full EIA and must be referred to the equality leads below</i>			
Age	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Gender Reassignment	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Race	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Gender	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Pregnancy/Maternity	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Sexual Orientation		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Religion/Belief (non)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Marriage/ Civil Partnership		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Is it likely that the policy could affect particular 'Inclusion Health' groups less favorably than the general population? (substance misuse; teenage mums; carers ¹ ; travellers ² ; homeless ³ ; convictions; social isolation ⁴ ; refugees)			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please provide details for each protected group where you have indicated 'Yes'.			
VISION AND VALUES: Policies must aim to remove unintentional barriers and promote inclusion			
Is inclusive language ⁵ used throughout?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Are the services outlined in the policy fully accessible ⁶ ?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Does the policy encourage individualised and person-centered care?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
Could there be an adverse impact on an individual's independence or autonomy ⁷ ?			Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
EXTERNAL FACTORS			
Is the document a result of national legislation which cannot be modified in any way?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What is the reason for writing this document? (Is it a result in a change of legislation/ national research?)			
Outlining the terms and conditions for Trust Doctors locally employed by the Trust.			
Who was consulted when drafting this policy?			
Patients/ Service Users	<input type="checkbox"/>	Trade Unions	<input type="checkbox"/>
Protected Groups (including Trust Equality Groups)		<input type="checkbox"/>	
Staff	<input type="checkbox"/>	General Public	<input type="checkbox"/>
Other, please state...		<input type="checkbox"/>	
What were the recommendations/suggestions?			
Does this document require a service redesign or substantial amendments to an existing process? <i>PLEASE NOTE: 'Yes' may trigger a full EIA, please refer to the equality leads below</i>			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
ACTION PLAN: Please list all actions identified to address any impacts			
Action	Person responsible	Completion date	

Contents

1	Section 1: Introduction	5
2.	Definition Locally Employed Trust Doctor	5
3.	Section 2: National Terms & Conditions	6
4.	Section 3: Local Terms & Conditions Applicable to LEDs	6
4.1	Working Hours Working Time Regulations	6
4.2	Working Hours Weekend Working	7
4.3	Study Leave	7
4.4	Contractual Notice Period	8
5.	Section 4: Arrangements for Pay	8

1 Section 1: Introduction

- 1.1 This document sets out the terms and conditions of service (TCS) for Locally Employed Trust doctors and dentists (hereafter referred to as LED) employed by Torbay & South Devon NHS Foundation Trust (The Trust)

2. Definition Locally Employed Trust Doctor

- 2.1 **Locally Employed Trust Grade Doctors** are usually a Doctor who is at the level of F1 to ST4 (i.e. has 0 to 7 years of experience as a doctor). They are usually employed to fill gaps in the junior doctor workforce. There are a large variety of LED names: Clinical Fellow, Teaching Fellow, Trust Doctor, Trust SHO and F3.

- 2.2 **Fellow Posts** tend to be at the level of ST6 and above (i.e. has 8 years and above experience as a doctor). The post will usually include a training or research element.

- 2.3 **Medical Training Initiative (MTI)**. This scheme enables international medical graduates (IMGs) to access short-term training opportunities in the UK supported by the Royal Colleges. The posts are between 3 months and 2 years and require approval of the local Postgraduate Dean that they are posts suitable for training. They are not part of the Postgraduate Schools; do not allow further training in the NHS and the responsibility for the training and supervision of the MTI trainee lies with the local Trust. The Trust will usually be required to report to the relevant College on the progress of the trainee.

- 2.4 LEDs are very diverse, have a variety of clinical experience and may be uncertain about their training needs and career path. They may have recently completed Foundation or Core training and choose to take a gap in their formal training to consolidate their clinical knowledge or broaden their experience. Some are uncertain about their training path and wish to spend time in a variety of posts / hospitals to gain a wider experience of various specialties. Others wish to gain the requisite two years of specialty experience to be eligible to apply for a specialty doctor position. Some are international graduates embarking on a fixed training programme and others are EU doctors experiencing work in the NHS for the first time.

- 2.5 LEDs are employed by the Trust on local terms and conditions of service, they are usually fixed-term (non-permanent) posts and do not have nationally agreed TCS. There is no nationally recognised career or pay progression for these posts.

3. Section 2: National Terms & Conditions

- 3.1 The terms and conditions of service for LEDs employed by Torbay and South Devon NHS Foundation Trust will where appropriate mirror the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016. **For exceptions refer to section 3.**

[Terms & Conditions-for-doctors-and-dentists-in-training](#)

- 3.2 Certain sections of the “NHS Terms and Conditions of Service Handbook”, which are the Agenda for Change TCS will also be applicable. Sections of the *NHS Terms and Conditions of Service Handbook* which may apply to LEDs employed under these TCS are listed in Scheduled 14 of Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016.

[agenda-for-change nhs-terms-and-conditions-of-service-handbook](#)

4. Section 3: Local Terms & Conditions Applicable to LEDs

4.1 Working Hours Working Time Regulations

- 4.1.1 The doctor must comply with the regulatory limits set out in the Working Time Regulations 1998 (the Regulations), as amended, or any successor legislation. The doctor should pay particular attention to the safeguards on hours and rest, including those related to night workers, as set out in the Regulations 1
- 4.1.2 A doctor may voluntarily choose to opt out of the WTR average weekly limit of 48 hours, subject to prior agreement by completing the Trust opt out form. A decision to exercise this option is individual, voluntary and no pressure may be placed on the doctor to take this option.
- 4.1.3 Under these TCS, where a doctor has opted out of the WTR average weekly working hours, 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 the WTR. A doctor opting out of the WTR weekly hours limit is still bound by all of the other limits set out in the WTR.

4.1.4 A doctor's agreement to opt out may apply either to a specified period or indefinitely. To end any such agreement, a doctor must give the Trust 3 months written notice.

4.2 Working Hours Weekend Working

4.2.1 While all reasonable steps will be taken to avoid rostering Trust Doctors to work at the weekend at a frequency greater than 1 in 3 weekends. There may be occasions and certain speciality rotas that require a frequency of 1 in 2 weekends. Authorisation for a rota using a pattern greater than 1 in 3 weekends should have a clearly identified clinical reason agreed by the Clinical Lead and deemed appropriate by the Guardian of Safe Working.

4.2.2 Trust Doctors that wish to work at a frequency greater than 1 weekend in 3, by undertaking additional work, for example as a locum, are able to agree to do so.

4.3 Study Leave

4.3.1 It should be noted that LED posts are not identified as training posts, however the Trust wishes to support individual development and where appropriate courses will be considered for study leave entitlement unless they are required by the service/department in such circumstances it is an expectation that the service/department will be responsible for financing the course/training.

4.3.2 LEDs will have an entitlement to Study and Professional leave comparable with Trainee Doctors up to a maximum of 30 days per annum pro rata. Leave should be granted with pay and expenses or time off in lieu following discussion with the Department and in line with service need.

4.3.3 A doctor on a contract of employment of less than 12 months' duration is entitled to study leave on a pro rata basis.

4.3.4 The authorisation of Study & Professional Leave is subject to the need to maintain NHS Services.

4.3.5 Where leave with pay is granted, the doctor must not undertake any other paid work during the leave period without the Trust's prior permission.

4.4 Contractual Notice Period

- 4.4.1 The agreed minimum period of notice by both sides for doctors employed under these terms and conditions of service, unless the statutory minimum periods of notice, are longer, shall be as follows:

LED Grade equivalent to F1, F2, ST & CT 1&2 will be 2 months

LED Grade equivalent to ST3+ will be 3 months

5. Section 4: Arrangements for Pay

- 5.1 LEDs undertaking a role equivalent to a trainee doctor will be offered basic pay comparable to the national basic pay for doctors in training to include unsocial hours and weekend working payments.
- 5.2 Where a doctor is employed and paid under the Terms and Conditions of Service for NHS Doctors and Dentists in Training 2016 or on the SAS Grade terms and conditions or paid on a spot salary the day directly before the LEDs contract commences recognition of the previous salary will not apply. The salary for the LED post will be as per the grade required of a LED. In hard to fill posts each case will be assessed on its individual merits.
- 5.3 All LEDs and Fellows at ST3 and above will be automatically placed on the 4th Node point of the pay scales, unless the employing department can confirm that the doctor has the skills and competencies to be paid at the 5th Node point (equivalent to training grade ST6+) and is working at this level. Once it is confirmed that the doctor has the appropriate skills and competencies to work at Nodal point 5, which should be established over a period of 3 months from the start date, the salary will increase accordingly (and back pay will be paid accordingly).
- 5.4 Schedule 4 of Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 with regard to Generic Work Schedules will be applicable to LEDs in posts covering junior doctor in training gaps. Therefore, they will receive a generic work schedule detailing pay arrangements.
- 5.5 Additional hours of work to those set out in the rota and individual pay breakdown (following submission of an Exception Report and agreed payment by your Supervisor) will be remunerated at 1:40th of your weekly WTE for each additional hour, subject to the provisions of the Terms and conditions for Doctors and Dentists in Training for such hours.

5.5 **Locum Pay**

Where a LED carries out additional work for the Trust through the Trust Medical Locum bank, such work will be paid at the rates set out for this Purpose in The Trust's Locum Policy (MD 14 Junior Doctor Locum Policy).