

Healthier Communities, Outstanding Care

King's Mill Hospital
Mansfield Road
Sutton in Ashfield
Nottinghamshire
NG17 4JL

Tel: 01623 622515 ext. 3271

Join today: www.sfh-tr.nhs.uk

Our Ref: {empjobref}

{current_date}

Private and Confidential

{formatted_address}

Dear {applicanttitle} {applicantfirstnames} {applicantfamilyname},

Re: Appointment as {jobtitle} based at {offersite}, part of Sherwood Forest Hospitals NHS Foundation Trust Please find enclosed your contract of employment.

IMPORTANT: If you agree to accept the appointment on the terms specified above please reply to this email as acceptance of the Terms and Conditions of your Offer. If we do not receive a response within 5 working days we will assume your acceptance.

Please print and sign two copies, one to return to your line manager on your start date, the second being for your information and retention.

May I take this opportunity to congratulate you on your new appointment.

Yours sincerely

{loggedinusersignature}

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CONTRACT OF EMPLOYMENT BETWEEN

SHERWOOD FOREST HOSPITALS NHS FOUNDATION TRUST

AND

{formatted_address}

Post Title	{offerjobtitle}
Grade	{offergrade}
Base	{offersite}
Commencement of Employment	{bookedstartdate}
Duration of Employment	<p>{offercontractdescription}</p> <p>Employers are required by the Employment Act 2002 (Dispute Resolution) Regulations 2004, to formally notify employees when they are contemplating the termination of an employee's Contract. These regulations apply to the expiry and non-renewal of Fixed-Term Contracts.</p> <p>For the avoidance of doubt, this clause constitutes formal notification that your employment with us is scheduled to cease on ENTER DATE, unless a decision is subsequently taken to the contrary.</p>
Continuous Service Date	<p>The date of the start of your period of continuous employment with Sherwood Forest Hospitals NHS Foundation Trust is ENTER DATE For these purposes, your employment with previous NHS employers is not included in the period of continuous employment.</p> <p>This is because for employment legislation purposes your period of continuous employment dates from ENTER DATE. However Pension Regulations and certain nationally negotiated agreements may allow for previous NHS service to be taken into account when determining relevant entitlements (e.g. annual leave, sick pay, pension benefits etc.).</p>
Commencing Salary	Your base salary will be {offersalary} paid monthly and will progress by annual increments 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.) See Note 1.
Hours of Work (exclusive of meal times)	{offerworkingperioddesc}
Leave	<p>You will be entitled to ENTER NUMBER days annual leave with full pay each year.</p> <p>All leave must be taken within the duration of this contract.</p>
Notice	You are entitled to receive 1months/3months (delete as appropriate) notice of termination of employment and are required to give Sherwood Forest Hospitals NHS Foundation Trust 1months/3months (delete as appropriate) notice. See also Note 8.2.

Offer of appointment

a) I am instructed by Sherwood Forest Hospitals NHS Foundation Trust to confirm the offer of an appointment at King's Mill Hospital

b) A number of procedures affecting your employment have been agreed through the Trust's machinery for consulting with staff interests. You are expected to acquaint yourselves with these procedures, up to date copies of which are held by Heads of Department, Staff representatives and the Human Resources Department and may be inspected on request. From time to time variations to your Terms and Conditions will result from negotiations and agreements at national and/or local levels with recognised trade unions and/or employee representative bodies. These will be incorporated into the documents which are available to you for reference on the Trust's Intranet site, or within the Trust's Human Resources Department or from your Trade Union Representative if you are a member of a union. **You are required to regularly reacquaint yourselves with these documents. Where contractual, any such variations are automatically incorporated in your contract of employment.**

c) As a trust employee you have a responsibility to safeguard and promote the welfare of children and young people, and it is also your responsibility to be aware of all trust safeguarding children policies and guidelines and to undertake the required trust safeguarding children training as appropriate to your role.

Applicable collective agreement

Your appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (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

a) Your hours and duties are as defined in your job description (for rotations, the job description may differ for each individual post/placement).

b) You will receive a base salary as detailed above.

c) Non pensionable supplements for working additional rostered hours, nights and weekends will be paid for out of hours working.

d) you are required to undertake and participate in any Emergency Planning and Business Continuity training which is commensurate with your job role.

Pay

a) You will receive, in addition to your base salary supplements for out of hours working as mentioned above.

Pension

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.

b) 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. For staff contracted to work 40 or more hours of duty per week:

d) Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only. For staff contracted to work less than 40 hours of duty per week:

e) Your pensionable pay for contributions purposes will be the appropriate proportion of actual wholetime basic pay (1.0). However, your contributions must also be paid on any additional hours of duty you work between your contracted hours and a maximum of 40 hours per week.

f) Your employer must make arrangements to track and record these additional hours (see Paragraph 5(e) above) for pension purposes.

Notice

Notwithstanding clause 8.1 (see above table), the Trust may, in its sole and absolute discretion, terminate the Contract at any time and with immediate effect by paying a sum in lieu of notice (Payment in Lieu) equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this Contract during the notice period referred to at clause 8.1 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

a) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and

b) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

c) The Employee shall have no right to receive a Payment in Lieu unless the Trust has exercised its discretion in clause 8.1

Registration and insurance

You are required to be registered with the General Medical Council/General Dental Council throughout the duration of your employment and to produce to the Trust evidence of this. See also Note 3.

Additional work

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.

Residence

The appointment does not require you to be resident at the Trust.

Leave

a) Full time staff will be entitled to eight national public holidays in a full leave year. Part time staff will receive a pro-rata entitlement to public holidays, which will be added to their annual leave entitlement. Therefore, if a public holiday falls on a day that a part-time employee would normally work, they will be required to take an annual leave day for this.

b) 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.

Property

a) Sherwood Forest Hospitals 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, Sherwood Forest Hospitals 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

Sherwood Forest Hospitals 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

a) Notification of absence due to sickness must be made to your supervising Consultant and the departmental Rota Co-ordinator. The certification must be submitted at intervals throughout the period of sickness, as detailed in the Trust's sickness absence policy

b) The Trust reserves the right to call for medical certificates at more frequent intervals.

Grievance procedure

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, either personally or in writing, with the Head of Medical Workforce, King's Mill Hospital, Mansfield Road, Sutton-in-Ashfield NG17 4JL.

b) The agreed procedure for settling differences between you and Sherwood Forest Hospitals NHS Foundation Trust is set out in the Trust's Grievance Procedure, details of which are available on the Trust intranet site.

Disciplinary procedure

This post is subject to the Disciplinary Procedures of the Trust for Medical and Dental Staff; details of the rules and procedures are available from the Trusts intranet site.

Acceptance

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.

FORM OF ACCEPTANCE BY EMPLOYEE

I hereby 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. Furthermore I can confirm I have received, read and understood the information handed to me at induction. This offer, and acceptance of it, shall together constitute a contract between the parties.

Signature..... Date.....

Name of Officer completing Contract: {loggedinusername} Date: {current_date}