

Locally Employed Doctors

Reference Number: RDF2260-24

Date of Response: 21/02/24

Further to your Freedom of Information Act request, please find the Trust's response(s) below:

Please be aware that the Royal Devon University Healthcare NHS Foundation Trust (Royal Devon) has existed since 1st April 2022 following the integration of the Northern Devon Healthcare NHS Trust (known as Northern Services) and the Royal Devon and Exeter NHS Foundation Trust (known as Eastern Services).

Please could your Trust provide the following information about your employment of locally employed doctors. By locally employed doctors we mean doctors who are not consultants, not in formal training or on a SAS contract (specialty doctor, specialists and associate specialists). Local contracts mean contracts of employment that are not nationally negotiated.

1. *Please provide the number of FTE doctors employed on local contracts at your Trust as of 15 January 2024.*

Answer: 179.77

2. *Please provide the percentage of locally employed doctors who are international medical graduates.*

Answer: The Freedom of Information Act allows the public to ask for copies of information held. This information is not held in documentation within the Trust; therefore, we are unable to release information in response to this question.

The data is not recorded on the Trust ESR (Electronic Staff Register).

3. *Please provide the percentage of locally employed doctors who are from an ethnic minority group.*

Answer: 17.21%

4. *Please provide a sample contract used by your Trust for locally employed doctors.*

Answer: Please find attached.

5. *Please provide the job titles under which these LE doctors are employed.*

Answer: Trust Doctor, Trust Service Post, Trust Fellow

6. *What proportion of LE doctors have been employed with your organisation for more than two years?*

Answer: 35.35%

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

THIS CONTRACT IS BETWEEN:

Royal Devon University Healthcare NHS Foundation Trust

and

NAME

Trust Doctor

THE POST

1. Trust Doctor

- 1.1. Your job title is Trust Doctor in *****.
- 1.2. The appointment is subject to the local Terms and Conditions of Service for Trust Doctors ("the TCS"), which may be amended from time to time. A copy of the TCS is available on the Trusts' intranet site.
- 1.3. It is a condition of your employment that you have, and retain throughout your employment, the correct level of professional registration commensurate with your grade, and that during this period; you additionally continue to hold a licence to practise.

2. Commencement of Employment and Pay Point

- 2.1. Employment under this contract commences on ***** 2024 and will terminate on ***** 2024.
- 2.2. Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, begins on ***** 2024.
- 2.3. For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this employer or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996, will count as reckonable. For some purposes, dates prior to the dates in paragraphs 2.1 and 2.2 above may, therefore, be taken into account.
- 2.4. The standard full-time working week under this contract is 40 hours per week. Your actual hours of work under this contract will be no more than 48 hours per week on average.
- 2.5. If you are working less than the standard full-time working week, your salary will be adjusted pro rata in accordance with your contracted hours of work.

3. General Mutual Obligations

- 3.1. While it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a professional employee. It is essential that you and your employer work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:
 - 3.1.1. to co-operate with each other and maintain goodwill;
 - 3.1.2. to carry out our respective obligations in operating a rota;
 - 3.1.3. to carry out our respective obligations relating to the employer's policies, objectives, rules, working practices and protocols; and

- 3.1.4 to carry out our respective obligations as defined in the Local Terms and Conditions of Service for Trust Doctors.

THE WORK

4. Location

- 4.1. Your principal place of work is Royal Devon University Healthcare NHS Foundation Trust. Other work locations, including off site working, may be incorporated in your work schedule where appropriate. You will be expected to undertake duties at the principal place of work, other sites where your employer offers services or other locations identified in the work schedule. You may also be required to travel between work sites and attend official meetings at other locations.

5. Duties

- 5.1. Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities set out in Section 3 of the Local TCS for Trust Doctors and undertaking the activities set out in your work schedule/roster, as reviewed from time to time in line with the provisions of the Local TCS for Trust Doctors.

6. Emergency Responses

- 6.1. In exceptional circumstances you may be asked to return to site or remain at work for emergencies outside of the expectations in your roster; however, you are not required to be available for such eventualities.

7. Spare Professional Capacity

- 7.1. Section 5 outlines contractual limits on working hours and rest periods. While in this employment, you should not ordinarily undertake work outside of this contract. Where you do wish to undertake any such work as a locum, you must first offer your services to the Trust as set out in paragraph 5.31 of the Local TCS for Trust Doctors.

8. Hours which attract a pay enhancement

- 8.1. To recognise the unsocial nature of work undertaken at nights and on weekends, the provisions of Section 4 of the Local TCS for Trust Doctors will apply.

9. On-Call Rotas

- 9.1. If you are required to be on an on-call rota, the provisions of Section 4 and 5 of the Local TCS for Trust Doctors will apply.

9.2. Your on-call commitment will be set out in your work schedule/roster.

PAYMENT

10. Pay

10.1. The full-time equivalent basic salary applicable on commencement in this employment is £**,*** per annum. Your actual salary will be assessed on the basis of your work schedule/roster and may comprise one or more of the following:

10.1.1. If your work schedule/roster requires you to undertake additional hours of work over and above the standard week of 40 hours, you will be paid at the rate of 1/40th of the full time equivalent basic pay;

10.1.2. If part of the work in your work schedule/roster is undertaken at a time which attracts an enhanced hourly rate of pay, that part will be paid as set out in Section 4 of the Local TCS for Trust Doctors;

10.1.3. If you are required to participate in work at the weekend, you will receive a weekend allowance calculated in accordance with Section 4 of the Local TCS for Trust Doctors;

10.1.4. If you are required to participate in an on-call rota, you will receive an on-call availability allowance calculated in accordance with Section 4 of the Local TCS for Trust Doctors;

10.2. Your salary will be payable monthly in arrears on the 27th of the month or on the last working day before 27th of the month if it falls on a non-working day.

11. Deductions from Pay

11.1. We will not make deductions from, or variations to, your salary other than those permitted by law without your express written consent.

12. Pension

12.1. Unless you are deemed ineligible, you will automatically be enrolled as a member of the NHS Pension Scheme subject to its terms and rules, which may be amended from time to time.

12.2. Pensionable pay will include basic salary and any other pay expressly agreed to be pensionable in Section 4 of the Local TCS for Trust Doctors.

13. Expenses

13.1. You may be entitled to reimbursement for travel, subsistence and other expenses, as set out in Section 10 of the Local TCS for Trust Doctors. Claims for expenses must be submitted in a timely manner (and normally within 1

month and as soon as possible after the end of the period of which the claim relates).

OTHER CONDITIONS OF EMPLOYMENT

14. Leave and holidays

14.1. Full details of annual leave and public holidays, professional and study leave and sick leave are set out in Section 8 of the Local TCS for Trust Doctors.

15. Policies and Procedures

15.1 You are required to familiarise yourself and comply with your employer's policies and procedures and those of any other sites, identified in your work schedule/roster, where your employer offers services.

16. Disciplinary Procedure

16.1 The procedure for dealing with matters of alleged misconduct is detailed in your employer's policy and procedure which can be found on the Trusts' intranet site.

17. Grievance Procedure

17.1 The procedure for dealing with grievances is detailed in your employer's policy and procedure which can be found on the Trusts' intranet site.

18. Intellectual Property

18.1 You will comply with our procedures for intellectual property which reflect 'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'.

19. Termination of employment

19.1 The provisions governing termination of employment are set out in Section 9 of the Local TCS for Trust Doctors. You are required to give the Trust the following notice –

- 1 months' notice below ST3
- 3 months' notice if you are on the 4th nodal point or above

20. blank

21. Governing Law

21.1 This contract and any dispute or claim arising out of or in connection with it, or its subject matter, or formation, shall be governed and construed in accordance with

Notes

You are normally covered by the NHS indemnity scheme against claims of medical negligence. However, in certain circumstances you may not be covered by the indemnity. We therefore advise you to maintain membership of a medical defence organisation. Details of the NHS indemnity scheme may be obtained from the Human Resources department upon request.