



**[HEALTH BOARD/TRUST NAME] LHB/TRUST**

**PRINCIPAL STATEMENT OF MAIN TERMS AND  
PARTICULARS OF EMPLOYMENT**

***NAME IN FULL***  
**CONSULTANT IN ...**



**[HEALTH BOARD/TRUST NAME] LHB/TRUST**

**PRINCIPAL STATEMENT OF MAIN TERMS AND  
PARTICULARS OF EMPLOYMENT**

**CONSULTANT**

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**[HEALTH BOARD/TRUST NAME] LHB/TRUST**

## **PRINCIPAL STATEMENT OF MAIN TERMS AND PARTICULARS OF EMPLOYMENT**

### **CONSULTANT IN ....**

This is a statement of the principal terms and conditions of service which will govern your employment with this employer.

#### **1. THE PARTIES**

**1.1 Employer:**

**1.2 Employee:**        *NAME IN FULL*

#### **2. COMMENCEMENT AND CONTINUITY OF EMPLOYMENT**

**2.1 Date commenced in this Post:**        <<*POSTDATE*>>

**2.2 Date commenced with this employer:**        <<*EMPLOYERDATE*>>

**2.3 Date commenced continuous employment in the National Health Service:**

<<*NHSDATE*>>

#### **3. APPOINTMENT**

**3.1** This is a Full Time / Part Time appointment.

#### **4. MAIN TERMS AND CONDITIONS OF SERVICE**

**4.1** The terms and conditions of service, including pay, which apply to the post are those which apply to medical and dental staff employed in Wales as amended from time to time.

**4.2** No employer shall form an agreement that is less favourable than those specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time

#### **5. DUTIES AND RESPONSIBILITIES**

- 5.1** The normal duties and responsibilities of your post are contained in your role profile/job description/job plan and will include the following
- a.** Diagnosis and treatment of patients at locations identified in your job plan.
  - b.** The diagnosis and treatment of patients occupying accommodation made available under section 65 (as amended) of the National Health Service Act 1977 insofar as such patients have not made private arrangements for such treatment under section 65(2) of that Act.
  - c.** Continuing clinical responsibility of the patients admitted under your care, allowing for proper delegation to, and training of your staff.
  - d.** Domiciliary Consultations as may be required from time to time.
- 5.2** You agree to be responsible, as far as practicable, to deputise from time to time for absent colleagues.

### **Job Planning**

- 5.3** Your main duties, responsibilities and expected outcomes will form the basis of an agreed job plan which forms part of your contract of employment and which will be reviewed on an annual basis between you and your <<CLINICALDIRECTOR>>. Your job plan will be confirmed by the Chief Executive or his nominee. For full time consultants, the Job Plan will typically contain 7 sessions for Direct Clinical Care and 3 for Supporting Professional Activities. Part time consultants should make reference to the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.
- 5.4** You and your <<CLINICALDIRECTOR>> will agree a Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Direct Clinical Care sessions, Supporting Professional Activities sessions, your additional responsibilities, your agreed external duties and agreed additional sessions.
- 5.5** You and your <<CLINICALDIRECTOR>> will agree the times and locations at which these activities are scheduled to take place.
- 5.6** An interim job plan review will be conducted where duties or responsibilities or outcomes are changed or need to change significantly within the year, or where the time commitment involved breaches the contract hours Trigger Point. Either party may propose an amendment to the job plan.

### **Outcomes**

- 5.7** The purpose of including agreed personal outcomes in your job plan is to set out in clear and transparent terms what you and your <<*CLINICALDIRECTOR*>> have agreed should be reasonably achieved in the year in question. These outcomes are not contractually binding in themselves and must be appropriate, identified and agreed.
- 5.8** All employees are required to comply with the employment policies of the Employer, which are approved, after the normal process of negotiation/consultation by the LHB/Trust Board.

### **Appeals**

- 5.9** In cases where it is not possible to agree a job plan, either initially or at an annual review, the appeal mechanism will be in accordance with the procedure as specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.

## **6. PLACE OF EMPLOYMENT**

- 6.1** Your principal place of employment will be <<*BASE*>>. Other working locations including off site working may be agreed in your job plan where appropriate.

## **7. MANAGERIAL AND PROFESSIONAL RELATIONSHIPS**

- 7.1** You will be managerially accountable to the <<*SERVICEGROUPGENERALMANAGER*>> and have ultimate accountability to the Chief Executive.
- 7.2** You will be professionally responsible to the Medical Director.
- 7.3** Details of any responsibilities for staff which are part of the post are contained in your job description / job plan.

## **8. MEMBERSHIP OF A TRADE UNION / STAFF ORGANISATION**

- 8.1** The Employer works closely with Trade Unions / Staff organisations to negotiate on and develop various employment issues within the organisation.
- 8.2** Employees are encouraged to join Trade Unions, Professional Associations and Staff Organisations. Through such bodies staff express their collective wishes which are presented to the appropriate authority effectively.
- 8.3** The Employer recognises a large number of organisations. Contact names for these

organisations are available from the Human Resources Department.

## **9. DISCIPLINARY PROCEDURES**

- 9.1** Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures.
- 9.2** Otherwise these will be handled in accordance with Upholding Professional Standards in Wales as attached in M&D(W)3/2015 dated 26 August 2015.

## **10. GRIEVANCE PROCEDURE**

- 10.1** The grievance procedure that applies to your employment is set out in [Health Board/Trust Name] LHB/Trust's Grievance Policy.

## **11. HOURS OF WORK**

- 11.1** The normal hours of work, exclusive of identified meal breaks, are <<**HOURS**>> per week as specified in the agreed job plan.
- 11.2** There will be flexibility for the precise length of the individual sessions; there will be scope for local variation to take account of individual circumstances and service needs, and scope for flexible working.
- 11.3** You and your <<**CLINICALDIRECTOR**>> may agree, as part of the Job Plan process flexible working arrangements to include annualised sessions, term time working etc.
- 11.4** The Working Time Regulations 1998 and any amendments thereto should apply to this post.

## **12. ON CALL**

- 12.1** All emergency work that takes place at regular and predictable times (e.g. post take ward rounds) will be programmed into the working week on a prospective basis and count towards your Direct Clinical Care sessions as specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.
- 12.2** Any on-call commitment applicable to this post will be detailed in your Job Plan and you will be required to be contactable by your employer by telephone during these periods.

**12.3** Any pay banding supplement due as a result of on-call work will be detailed in your Job Plan.

### **13. PAY**

**13.1** The pay for this post will be <<*STARTPAY*>> and you will progress automatically by annual increments to <<*MAXPAY*>>. This is exclusive of Commitment Awards, and Clinical Excellence Awards.

**13.2** Your incremental date is <<*INCDATE*>>.

**13.3** You will be entitled to commitment awards in accordance with the principles specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.

**13.4** Pay for additional sessions will be in accordance with the principles specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.

**13.5** Your salary will be payable monthly in arrears by way of direct transfer to a Bank or Building Society account.

**13.6** We will not make any deductions from or variations to your salary other than those required by law without your express written consent. Where you provide your consent to a deduction being made, you will be consulted on the terms of repayment with a view to seeking reasonable agreement before any deductions are made.

### **14. PRIVATE PRACTICE**

**14.1** There must be no conflict of interest between NHS work and private work. All consultants undertaking private practice must fulfil their NHS commitments.

### **15. PENSION**

**15.1** You will automatically be a member of the NHS Pension Scheme, subject to its terms and rules which may be amended from time to time, unless you make alternative arrangements and notify your manager accordingly. Details of the NHS scheme are given in the scheme guide which is available from the Medical Personnel Department and / or via the website <http://www.nhsbsa.nhs.uk/pensions>

**15.2** You are contracted out of the State Second Pension Scheme.

**15.3** For the purpose of the NHS Pension Scheme your periods of continuous employment shall be deemed to have commenced on the date which would be confirmed by the NHS Pensions Agency records.

## **16. ANNUAL LEAVE AND PUBLIC HOLIDAYS**

**16.1** You will be entitled to leave at the rate specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time, which are currently 6 weeks and 3 days\* annual leave with an additional 8 days in respect of general public holidays.

Your annual leave year commences on <<*DATE*>>.

**16.2** Arrangements for leave, or any other absences, must be approved in advance and in line with Terms and Conditions of Service, by the nominated person in the Directorate. Applications should specify the arrangements made with colleagues for cover during the absence and, unless there are exceptional circumstances, six weeks notice should be given.

## **17. SICKNESS ABSENCE REPORTING AND PAY**

**17.1** The Employer has a Sickness and Absence Policy – a copy of which is available from your manager or the Human Resources Department.

**17.2** In accordance with the Sickness and Absence Policy the Employer may require you to undergo a medical examination by a medical practitioner nominated by the Employer, including the Employer's Occupational Health Physician. The expense of such an examination will be borne by the Employer.

**17.3** You are required to report absence due to sickness at the earliest opportunity and in accordance with your directorate / department reporting arrangements which will be explained to you by your manager.

**17.4** For periods of absence of between 1 and 7 calendar days you will be required to complete the Employer's self certification form. For absences beyond 7 calendar days you will be required to submit a medical certificate.

**17.5** Receipt of sick pay is subject to the fulfilment of the notification and certification requirements specified above.

**17.6** The amount of sick pay is specified within the terms and conditions of service which apply

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\* Where a Consultant's normal working week is not based on 5 days, the days element of their annual leave entitlement may need to be adjusted appropriately.

to medical and dental staff employed in Wales as amended from time to time and is dependent on length of service.

## **18. NOTICE TO TERMINATE EMPLOYMENT**

**18.1** The appointment is subject to three months notice in writing from either side.

**18.2** When giving or receiving notice the LHB/Trust reserves the right to make a payment in lieu of such notice and to require you to remain away from your place or places of employment. There will be no entitlement to notice or payments in lieu in the event of summary dismissal.

## **19. SPECIAL PARTICULARS**

### **19.1 Residence**

Your employer will reimburse either mobile telephone or land-line telephone rental in accordance with LHB/Trust policies.

Given the particular nature of your work you are required to live in a location which is within reasonable travelling time from your place of work as agreed with your <<CLINICALDIRECTOR>>.

### **19.2 Statutory registration**

There is a statutory requirement for you to maintain throughout the duration of your employment, up to date registration with the appropriate statutory body recognised for such purposes, namely the General Medical/Dental Council. This is your licence to practice and safeguards the required standard of patient care and treatment. Your employment is conditional upon this registration and any lapse in this may lead to disciplinary action.

Substantive Consultant medical staff are required to be included on the General Medical/Dental Council's Specialist Register.

### **19.3 Medical Negligence**

You will only be indemnified for duties undertaken on behalf of [Health Board/Trust Name] LHB/Trust. You are therefore advised to ensure that you have appropriate Professional Defence Organisation Cover for duties outside the scope of the Employer and for private activity within the LHB/Trust.

#### **19.4 Clinical Governance**

The post holder agrees to comply with the procedures adopted by the Employer to implement effective practices in respect of Clinical Governance, insofar as these procedures are consistent with the post holder's overriding legal, professional and ethical duties under GMC/GDC rules and guidance.

#### **19.5 Health status**

The post holder must comply with LHB/Trust policies and procedures which implement Department of Health and Welsh Assembly Government guidance on the protection of their own health and prevention of harm to patients.

#### **19.6 Health and Safety at Work**

All employees have a statutory duty of care for their own personal safety and that of others who may be affected by their own acts or omissions. The post holder must comply with the employer's policies and procedures which ensure compliance with health and safety legislation.

#### **19.7 The Ionising Radiation (Medical Exposure) Regulations 2000**

The Ionising Radiation (Medical Exposure) Regulations 2000 impose a legal responsibility on LHBs/Trusts for all staff who refer patients for medical radiation exposures such as diagnostic x-rays to supply sufficient data to enable those considering the request to decide whether the procedure is justified.

### **20. RESEARCH GOVERNANCE**

[Health Board/Trust Name] LHB/Trust manages all research in accordance with the requirements of the Research Governance Framework (Welsh Assembly Government, 2009). As a contract holder with the LHB/ Trust, you must comply with all reporting requirements, systems and duties put in place by the LHB/Trust to deliver Research Governance.

**21. SIGNATURES TO THE CONTRACT**

Signed on behalf of [Health Board/Trust Name] LHB/ Trust.

.....  
Employer

.....  
Date

I have read, understood and I accept the Terms and Conditions of Employment as referred to in this Statement and supplemented by my job plan.

I confirm receipt of two copies of the Statement, one of which I am retaining and the other I am returning attached for retention by the Employer.

.....  
Employee

.....  
Date