

# CONSULTANT HANDBOOK

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## 1. Terms and Conditions of Employment

Your appointment will be subject to the Terms and Conditions of Service for Consultants (England) 2003. In addition your appointment is subject to local procedures, local agreements and policies as determined from time to time by the Trust and also in accordance with collectively agreed terms of the General Council as amended from time to time. Copies of

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these conditions may be seen in the Divisional Medical Staffing Department or via the Trust's HR Web.

### General Mutual Obligations

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we 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:

- To co-operate with each other;
- To maintain goodwill;
- To carry out our respective obligations in agreeing and operating a job plan;
- To carry out our respective obligations in accordance with appraisal arrangements;
- To carry out our respective obligations in devising, reviewing, revising and following the organisation's policies, objectives, rules, working practices and protocols.

## 2. Duties

### Main Duties and Programmed Activities

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, as reviewed from time to time in line with the provisions in section 3 below.

### Associated Duties

You are responsible for the associated duties set out in Schedule 2 of the Terms and Conditions.

### Objectives

The purpose of including agreed personal objectives in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

### On-Call Duties and Emergency Responses

You may also be required to participate in an on-call rota to provide emergency cover (see section 5). When not on an on-call rota, we may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, we will review the need to introduce an on-call rota.

## 3. Job Planning

You and your clinical manager have agreed a prospective Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements, your objectives and supporting resources.

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You and your clinical manager will review the Job Plan annually (or 3 months for Locums) in line with the provisions in Schedule 3 of the Terms and Conditions. Either may propose amendment of the Job Plan. You will help ensure through participating in Job Plan reviews that your Job Plan meets the criteria set out in the Terms and Conditions and that it contributes to the efficient and effective use of NHS resources.

### **4. Scheduling Of Activities**

You and your clinical manager will agree in the schedule of your job plan the programmed activities that are necessary to fulfil your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all activities. We will not schedule non-emergency work during premium time without your agreement.

Subject to the provisions for recognising work done in Premium Time (see section 5 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.

Your job plan will contain the number of Programmed Activities specified in your contract. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in Paragraph 4.v to agree up to two extra Programmed Activities. Remuneration for Programmed Activities is set out in Schedules 13 and 14 of the Terms and Conditions of Service.

#### **i. Flexibility**

Attaching a time value to Programmed Activities is intended to provide greater transparency about the level of commitment expected of consultants by the NHS. However, you and your clinical manager can agree flexible arrangements for timing of work.

Programmed Activities may be scheduled either as a single block of four hours, or sub-divided into smaller units of time.

The precise length of Programmed Activities may vary from week to week around the average assessment set out in the Job Plan.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Programmed Activities. In such a case, where appropriate, you and your clinical manager will agree an annual number of Programmed Activities and your Job Plan will set out variations in the level and distribution of Programmed Activities within the overall annual total.

You and your clinical manager may agree, as part of your Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged out over 26 weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

#### **ii. Balance between Direct Clinical Care and Other Programmed Activities**

Subject to the provisions for recognising emergency work arising from on call rotas below, the schedule in a full time Job Plan will typically include an average of 8½ Programmed Activities for Direct Clinical Care duties and 1.5 Programmed Activities for Supporting Professional Activities. Where your agreed level of duties in relation to supporting professional activities,

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additional responsibilities and other duties is significantly greater or lower than 1½ programmed activities there will be local agreement as to the appropriate balance between activities. Part-time consultants need to devote proportionately more of their time to Supporting Professional Activities. This should be agreed on an individual basis. Refer to the guidance on part time and flexible working for further information.

The precise balance will be agreed as part of Job Plan reviews and may vary to take account of circumstances where the agreed level of duties in relation to Supporting Professional Activities, Additional NHS Responsibilities and External Duties is significantly greater or lower than 1.5 Programmed Activities.

### **iii. External Duties**

Where you wish to seek agreement to have External Duties included in your Job Plan, you must notify your clinical manager in advance. Scheduling of such duties will be by agreement between you and your clinical manager. Where carrying out these External Duties might affect the performance of direct clinical duties, where possible you will give us sufficient notice to ensure that, where such external duties are agreed, you and your clinical manager can agree a revised schedule of activities at least six weeks in advance. Please see local policy for Study/Professional Leave.

### **iv. Recognition for Emergency Work Arising from On-Call Duties**

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Programmed Activities in your Job Plan schedule. You may, however, be required to participate in an on-call rota to respond to less predictable emergencies.

The provisions in Schedule 5 of the Terms and Conditions apply to recognise unpredictable emergency work arising from on-call rota duties that takes place other than during a Programmed Activity scheduled in your Job Plan.

### **v. Additional Programmed Activities**

You and your clinical manager may agree that you will undertake extra Programmed Activities over and above the number stated in your contract that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. The remuneration for these activities is covered by Schedules 13 and 14 of the Terms and Conditions.

Any such agreement will be made in writing and the additional Programmed Activities will be incorporated into your Job Plan schedule.

Subject to the provisions in section 4.vi below, you do not have to agree to carry out more than the number of Programmed Activities stated in your contract. on average per week. However, where you do give your agreement, you must undertake such activities. The remuneration for these activities is covered by Schedules 13 and 14 of the Terms and Conditions. Any additional Programmed Activities that you carry out beyond the stated number of Programmed activities will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions.

### **vi. Additional Programmed Activities and Spare Professional Capacity**

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Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the NHS, for the independent sector or for another party, the provisions in Schedule 6 of the Terms and Conditions will apply.

### **5. Premium Time**

The provisions in Schedule 7 of the Terms and Conditions will apply to recognise the unsocial nature of work done in Premium Time and the flexibility needed by consultants who work at these times as part of a more varied overall working pattern.

On any occasion where a consultant is scheduled to work during the Premium Time period, the employing organisation will ensure that the consultant has adequate rest both before and after this period of duty.

### **6. On-Call And Emergency Duties**

#### **i. On-Call Rotas**

Where you are on an on-call rota, the provisions in Schedule 8 of the Terms and Conditions will apply.

Your on-call duties will be set out in the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

#### **ii. On-Call Availability Supplements**

Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the Terms and Conditions. The level of supplement will depend on the frequency of your rota and the typical nature of the required response when you are called.

#### **iii. Residence**

If in a substantive post your private residence shall be within a distance of 30 minutes or 10 miles by road from your principal place of work unless the Trust gives specific approval to you residing at a greater distance.

You must be contactable by telephone.

### **7. Induction and Training**

It is a mandatory requirement to attend Trust induction within 8 weeks of commencing employment and you are required to undertake whatever training and/or development your manager identifies as appropriate to your post. You will not be able to obtain study leave funding without attending induction.

#### **i. Registration Requirements**

It is a condition of your employment that you are, and remain, a fully registered medical practitioner and continue to hold a licence to practice.

Staff undertaking work that requires professional registration and/or qualification are required to produce proof of such registration and/or qualification on request. When this is renewable, proof of renewal must be produced. Failure to produce proof of registration and/or qualification

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will result in you not being able to undertake clinical duties and may result in the termination of your employment. While employed by the Trust you are required to comply with your profession's code of professional conduct

You are normally covered by the NHS Hospital and Community Health Services Indemnity against claims of medical negligence. However, in certain circumstances (especially in service for which you receive a separate fee) you may not be covered by the indemnity. The Health Department therefore advises that you maintain membership of your Medical Defence Organisation.

### **8. Fee Paying Services and Private Professional Services**

#### **i. Minimising Potential for Conflicts Of Interest**

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 9 of the Terms and Conditions in order to help minimise the risk of any perceived conflicts of interest to arise with your work for the NHS.

#### **ii. Fee Paying Services and NHS Programmed Activities**

Examples of Fee Paying Services are set out in Schedule 10 of the Terms and Conditions.

You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 11 of the Terms and Conditions contains guidance on this subject.

#### **iii. Private Professional Services and NHS Programmed Activities**

Subject to the provisions in Schedule 9 of the Terms and Conditions, you may not carry out Private Professional Services during your Programmed Activities.

#### **iv. Publications, lectures, etc**

A practitioner shall be free, without prior consent of the employing authority, to publish books, articles, etc., and to deliver any lecture or speak, whether on matters arising out of his or her NHS service or not.

### **9. Appraisal and Clinical Governance**

The National Appraisal Scheme for Consultant Medical Staff (Department of Health Circulars AL(MD)5/01 and AL(MD)6/00) applies to your post. You must co-operate fully in the operation of the appraisal scheme. You must also comply with our clinical governance procedures.

Clinical Governance is the framework through which this Trust is accountable for continuously improving the quality of its services and safeguarding the high standards of care. It does so by creating and maintaining an environment in which excellence in clinical care will flourish. Clinical Governance is managed within a wider integrated assurance and governance framework.

Every member of staff must work within this governance and risk management framework as specified in their individual job description. It is expected that Medical Staff will participate in



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Clinical Audit. If you have concerns on any Clinical Governance matters these should be raised with your Lead Doctor, Head of Division or Medical Director, whichever is more appropriate. Every division has regular Clinical Governance meetings. The Trust is committed to providing safe and effective care for patients. Your attention is also drawn to the Trust 'Speaking Out' Policy.

Any member of staff – whether in a clinical division or not and whether in a supervisory position or not – who becomes aware of a potentially unmanaged risk to safety, has a personal responsibility to escalate that risk immediately to the individual in charge of the area concerned and to notify their own line manager that they have done so. Whenever possible, that escalation should be followed up in writing.

There is, in addition, an agreed procedure for medical staff that enables them to report, quickly and confidentially, concerns about the conduct, performance or health of medical colleagues. All medical staff practising in the Trust should ensure that they are familiar with the procedure, which is available within your Human Resources Department or via the Trust's HR Web.

You have a responsibility for protecting yourself against a variety of infectious diseases relevant to your post and, in doing so, you will protect patients. You also have a responsibility to ensure compliance with all Trust policies connected to any infectious disease. If you are in contact with an infectious disease (e.g. tuberculosis) outside of your work environment or if you travel abroad, for more than one month, then you should contact the Occupational Health Service to discuss your situation.

## 10. Compliance With Standards Set By Regulatory / Professional Bodies

Professional healthcare staff are responsible for complying with the relevant standards set by their regulatory or professional bodies. A breach of such standards may lead to action by the Trust independent of any taken by the regulatory or professional body concerned. It will be investigated fairly and appropriate steps taken to prevent a recurrence and address any wider causes.

## 11. Disclosure Clearance

In order to protect the public, this post is exempt from Sections 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.

At any time in your career, the Trust reserves the right to request a full Disclosure Check through the Criminal Records Bureau. All information will be treated in confidence. Where a criminal record is disclosed, it will not necessarily prevent you from continuing your employment with the Trust, however the appropriate action will be taken to consider the offence and you will be offered the opportunity to discuss the information disclosed with your Manager and Divisional Human Resource Manager. Where an offence impacts on your continued employment with the Trust, the Trust reserves the right to formally terminate your employment contract, following an appropriate investigation and disciplinary hearing.

Furthermore, you are required to formally notify the Trust and appropriate regulatory/professional body if at anytime during the course of your employment you are subject to any criminal investigation, conviction or proceeding that may lead to criminal action in the UK or in any other country.

## 12. Gifts and Gratuities

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You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities.

### **13. Trust Policies**

Trust policies are available within your divisional Medical Staffing Department and accessible via the Trust's HR Web.

### **14. Grievance Procedures**

The procedure is intended to facilitate individual employees or groups of employees in raising a matter as a grievance that has not been resolved by management in the normal way.

Copies of the full procedure are available via your Divisional Medical Staffing Manager and via the Trust's HR Web.

### **15. Issues of Conduct and Capability**

- i. The Trust's Staff Conduct Policy sets out the standards required of staff. A full copy of this document is provided with your final offer letter and is also available via Employee Services, your Divisional HR Business Partner or via the Trust's HR Intranet site (HR Web).
- ii. In line with the NHS Constitution, all healthcare providers, registered medical practitioners, nurses and other registered health professionals have a duty of openness, honesty and transparency (candour) where there is a belief or suspicion that any treatment or care provided to a patient by or on behalf of their employing healthcare provider has caused harm.
- iii. All staff, irrespective of their role or profession, should demonstrate values, attitudes and behaviours which encompass a desire to provide the highest quality of care to patients and their colleagues.
- iv. (d) The Trust will handle issues of Conduct and Capability through a locally agreed policy and procedure. Full copies of this policy are available via Employee Services, your Divisional HR Business Partner and via the Trust's HR Intranet site (HR Web).

### **16. Medical Requirements**

All Medical and Dental practitioners taking up an appointment are required to have their general immunity state checked. All practitioners taking up an appointment involving the treatment of children must also have their Hepatitis test immunity state checked. This may be arranged by contacting the Occupational Health Department in the Trust extension 23400, where all vaccinations and immunisations may be obtained.

Medical and Dental practitioners will be required to provide documentary evidence of natural or acquired immunity to hepatitis B. Where this is not possible, the post holder will be required to demonstrate by recent (within the last year) evidence of serology showing the absence of hepatitis B surface antigen. These provisions are to meet the requirements of the Department of Health's Instruction to Trusts (HG(93)40).



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At any stage of your employment you may be required to undergo a medical examination to confirm your fitness to undertake your duties. This may include obtaining a written medical opinion, which will be under the Access to Medical Reports Act. Refusal to comply with such a request may put your continued employment at risk and could result in your dismissal.

You have a responsibility for protecting yourself against a variety of infectious diseases relevant to your post and, in doing so, you will protect patients. You also have a responsibility to ensure compliance with all Trust policies connected to any infectious disease. If you are in contact with an infectious disease (e.g. tuberculosis) outside of your work environment or if you travel abroad, for more than one month, then you should contact the Occupational Health Service to discuss your situation.

## 17. Health and Safety

Under the provisions contained in the Health and Safety at Work Act 1974, the Trust undertakes to ensure so far as is reasonably practicable the health, safety and welfare at work of all of its employees.

It is the duty of every employee to:

- i. Take reasonable care of themselves and of others at work.
- ii. To co-operate with the Trust, as far as is necessary to enable them to carry out their legal duty.
- iii. Not intentionally or recklessly to interfere with anything provided, including personal protective equipment, for health and safety or welfare at work.
- iv. To advise the Trust promptly of any injury sustained whilst at work or sustained elsewhere that might affect your ability to carry out the duties and responsibilities of your role. Copies of the appropriate forms are available from your manager.

## 18. Absence from Work

The provisions relating to absence by you because of sickness appear in paragraph 225-244 of the Terms and Conditions of Service

In the event of absence you must notify your immediate Supervisor/Medical Staffing Department in accordance with your department/ward requirements.

In the event of you being sick and unable to undertake work a self-certificate must be submitted to your immediate Medical Staffing Department after any period of 5 consecutive days' sickness.

Medical Sickness certificates must be sent to your immediate Medical Staffing for any period of sickness absence lasting 8 consecutive calendar days or longer.

### Occupational Sick Pay allowance will be paid as indicated below:-

During first year of service - one month's full pay and after completing four months service - two months' half pay.

During second year of service - two months full pay and two months' half pay.

During third year of service - four months full pay and four months half pay

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During fourth and fifth year of service - five months full pay and five months half pay.

After five years' service - six months full pay and six months half pay.

NB: These entitlements are calculated by aggregating periods of sickness absence in the immediate preceding twelve month period. If you are absent as a result of an accident, where damages may be recoverable from a third party, you should check your personal situation with Medical Staffing/Payroll as the Trust reserves the right to recover such costs. Information on the facilities for the granting of leave in times of urgent domestic crisis and other authorised leave can be obtained via your immediate Manager or Divisional Medical Staffing Manager .

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Continuous NHS Service as stated in Consultant Contract Section 3.

## 19. Data Protection

All staff who have access to personal data must comply with the Trust's Data Protection Policy and with the Data Protection Legislation including the General Data Protection Regulation and the Data Protection Act 2018. In particular this means members of staff should not access or process personal data which is not required for their job and personal data must not be passed to unauthorised persons. If in doubt a member of staff should ask their manager for guidance. Breach of these requirements may result in disciplinary action and could result in dismissal. Unlawfully accessing or disclosing personal data, if deliberate, may be a criminal offence and could make the individual member of staff liable to prosecution.

The Trust holds and processes personal data relating to its staff for the purposes of the contract of employment and employment law. This may include special category data e.g. sickness records, Occupational Health Records, Equal Opportunities information and Trade Union Membership. Disclosures may be made as required by law e.g. to HM Revenues and Customs or for the prevention of fraud and other illegal activities.

Further information on your rights in relation to the personal data the Trust holds and how it is looked after and kept secure can be found at [\[redacted\]](#)

## 20. Confidentiality of Information

All information concerning the Trust's patients must be treated as strictly confidential at all times, unless disclosure is expressly authorised by your employer. Misuse of or a failure to properly safeguard confidential data will be regarded as a disciplinary offence.

Personal information concerning members of staff may be divulged only with their consent, or if the giving of it is a necessary part of official procedure. Unauthorised disclosure of confidential information will result in a disciplinary hearing and be investigated under the Disciplinary Procedure and could result in your dismissal.

Under no circumstances may any information be given to representatives of the media on any subject concerning the Trust's facilities, its patients or staff, without the written authority of the Chief Executive. Unauthorised disclosure of confidential information may involve disciplinary action and serious persistent breaches will result in dismissal.

Nothing in the foregoing prevents the representative of a recognised Staff Organisation from communicating with the media as a representative of his organisation.

## 21. The Caldicott Principles

The Caldicott Principles as laid down by the NHS Executive must also be followed by the Trust:

- I. Principle 1 - Justify the purpose(s): Every proposed use or transfer of patient-identifiable information within or from an organisation should be clearly defined and scrutinised, with continuing uses regularly reviewed by an appropriate guardian.
- II. Principle 2 - Do not use patient-identifiable information unless it is absolutely necessary: Patient-identifiable information items should not be used unless there is no alternative.
- III. Principle 3 - Use the minimum necessary patient-identifiable information: Where use of patient-identifiable information is considered to be essential, each individual item of information should be justified with the aim of reducing identifiability.
- IV. Principle 4 - Access to patient-identifiable information should be on a strict need to know basis: Only those individuals who need access to patient-identifiable information should have access to it, and they should only have access to the information items that they need to see.
- V. Principle 5 – Everyone should be aware of their responsibilities: Those handling patient - identifiable information - both clinical and non-clinical staff - must be aware of their responsibilities and obligations to respect patient confidentiality.
- VI. Principle 6 - Understand and comply with the law: Every use of patient-identifiable information must be lawful.
- VII. Principle 7 - The duty to share information can be as important as the duty to protect patient confidentiality; Health and Social care professionals should have the confidence to share information in the best interests of their patients within the framework set out in these principles. They should be supported by the policies of their employers, regulators and professional bodies.

The Trust has appointed a Caldicott Guardian who is responsible for ensuring that the Trust complies with its obligations.

Failure to maintain patient information in a confidential manner can result in disciplinary proceedings being taken against a member of staff.

## 22. Consultation with Employees

Members of staff may join a Trade Union of their choice, although membership is not compulsory. The Trust recognises Trade Unions in accordance with the Recognition Agreement between the Management and accredited Trade Union Representatives.

## 23. Intellectual Property

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You will comply with Trust procedures for intellectual property ownership and management as set out in the 'Policy to govern the protection and management of Intellectual Property' which are in line with *'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'* (Department of Health, 2002).

### **24. Welfare of Children, Young People and Vulnerable Adults**

University Hospitals Bristol and Weston is committed to safeguarding and promoting the welfare of all children, young people and vulnerable adults and as such expects all staff and volunteers to share this commitment.

### **25. Sustainable Development Plan**

University Hospitals Bristol and Weston NHS and Weston Foundation Trust recognises the impact our activities have on climate change and the effects that climate change will have on people's health. The Trust is committed to reducing its impact on the environment, in line with the NHS Carbon Reduction Strategy. All staff have a responsibility in achieving this goal by using resources efficiently and disposing of waste responsibly.

### **26. The Bribery Act 2010**

The Bribery Act 2010 defines bribery as the giving or taking of a reward in return for acting dishonestly and/or in breach of the law.

There are 4 different classifications of bribery.

- I. Bribing another person.
- II. Being bribed.
- III. Bribing a foreign public official.
- IV. Failure to prevent bribery.

If any individual offers, promises, gifts, requests or agrees to give you any bribe you should report this immediately to the Trust, through the directions set out in the Speaking Out Policy.

If you are aware or suspect any individual from within or without has offered, promised, given, requested, agreed to, received or accepted any bribe you should report this immediately to the Trust, through the directions set out in the Speaking Out Policy.

### **Other Conditions of service**

The provisions in Schedule 12 of the Terms and Conditions will apply.

In any unforeseen circumstances when either the Major Incident Plan or Civil Contingency Policy is invoked, the Trust reserves the right to temporarily alter or change any part of your terms and conditions such as locations or job role within your competencies. This may mean that you are required to work in another healthcare organisation, which may or may not be a NHS organisation, however your employment remains with your current employer.

### **27. Salary**

#### **i. Basic Salary and Pay Thresholds**

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Your basic salary will increase when you receive pay thresholds in accordance with the provisions of Schedule 15 of the national Terms and Conditions.

The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the national Terms and Conditions.

Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of commencement of this contract, subject to the national Terms and Conditions and continuous employment in the NHS.

Your basic salary, together with any payments for extra Programmed Activities includes payment for all Contractual and Consequential Services.

The interval at which payment is to be made will be monthly for the current calendar month via bank transfer to an appropriate account as specified by you. Payday is the 27th or earlier.

### **ii. Criteria for Pay Thresholds**

You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 are met. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds.

### **iii. Payment For Additional Programmed Activities**

Any additional Programmed Activities that you carry out, beyond the number stated in your Contract will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions.

### **iv. Clinical Excellence Awards**

Where the National Advisory Committee on Clinical Excellence Awards has recommended that you receive a Clinical Excellence Award, or we have decided that you should receive one or more local Clinical Excellence Award, these will be paid at the rates set out in the latest Pay Circular from NHS Employers.

### **v. On-Call Availability Supplement**

If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in Schedule 16 of the Terms and Conditions.

Where there is a change to a consultant's contribution to the rota or the categorisation of a consultant's on call duties, the level of the supplement will be amended on a prospective basis. Where this results in a reduction in the level of supplement, there will not be any protection arrangements in relation to previous entitlements.

### **vi. Deductions**

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

## **28. Pensions**

## **i. The Pension Acts 2008 and 2011**

The above Acts introduce the Automatic Enrolment of all eligible workers into a qualifying workplace pension scheme. The intention of the legislation is to encourage workers to save towards retirement and widen the number of individuals with a statutory right to a workplace pension. From April 2013 there will be TWO Trust Pension Schemes, the NHS Pension Scheme and the Alternative Pension Scheme the National Employment Savings Trust known as NEST (which is only available to Non eligible NHS Pension Scheme individuals, eligibility is also dependent upon Age and earnings in this scheme.)

## **ii. Alternative Pension - National Employment Savings Trust**

The Alternative Pension Scheme – NEST is a contributory scheme to which a minimum contribution of 1% will be payable from October 2012 – September 2017 increasing to 3% in October 2017 and 5% in October 2018 will be deducted dependent upon your earnings; the deductions will be shown on your payslip, more information is available on the NEST website [www.nestpensions.org.uk](http://www.nestpensions.org.uk). UH Bristol and Weston will also make a statutory contribution to your personal fund.

## **iii. Retirement Age**

There is no formal Trust retirement age in relation to employment with the Trust and there are now variable ages when the State Pension becomes payable (you can determine this date by contacting the Department of Work and Pension – DWP <https://www.gov.uk/calculate-state-pension>) but there are ages where the NHS Pension can be claimed and depend on the Section of the NHS Scheme you are in. If you are in the 1995 Section of the scheme the age with no restriction is 60 (55 for Special Classes) and if you are in the 2008 Section (all new starters from April 2008 and those staff who have opted to change to this Section) the age is 65. The Nest Pension Scheme becomes available when your individual State Pension Age is reached.

Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only for staff contracted to work for 40 or more hours per week. If you are contracted to work less than 40hours duty per week then your pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time 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.

Your employer must make arrangements to track and record any additional hours for pension purposes.

## **iv. Social Security Pensions Act**

For the purpose of the above Act, all National Health Service employees who contribute to the National Health Service Pension Scheme (see Section 5) will be contracted out of the earnings related part of the Social Security Pension scheme which came into effect on 6<sup>th</sup> April 1978.

## **v. Opting out of the schemes**

The Pensions Acts prohibit any employer from distributing any 'Opt-Out' forms; you must obtain the form yourself directly from the NHS Pensions or NEST depending on the scheme



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you will be in. the website contact details are as follows: [www.nhsbsa.nhs.uk/pensions](http://www.nhsbsa.nhs.uk/pensions) or [www.nestpensions.org.uk](http://www.nestpensions.org.uk).

If you do not complete an 'Opt-Out' form and you will be in the NHS Pension scheme deductions will start from your first day of employment. If you are joining the NEST scheme if the 'Opt-Out' form is not completed within 3 months of your start date contributions to NEST will automatically be deducted.

## 29. Leave and Holidays

Your normal annual leave year is 1st April – 31st March.

Your entitlement to annual leave and general public holidays is as follows: If you commence your employment during the financial year you will receive a pro rata of your annual leave entitlement as illustrated in the table below.

| Length of NHS service | Annual leave and General Public Holidays (days) | Annual leave and General Public Holidays (hours) |
|-----------------------|---|--|
| On appointment        | 32 days + 8 days                                | 256 hours + 64 hours                             |
| After 7 years service | 34 days + 8 days                                | 272 hours + 64 hours                             |

For employees working part-time hours and standard shifts other than 8 hours, annual leave and public holiday entitlements are calculated and taken in hours, on a pro-rata basis for part-time employees.\* The number of Bank Holidays may vary in a leave year depending on when Easter falls.

Employees are not entitled to reclaim an additional day's leave or Bank Holiday should they be sick on a general public holiday.

If, on termination of employment, you have taken more or less than your annual leave entitlement at the date of termination, then your final month's salary will be adjusted accordingly.

UHBristol and Weston allocates two additional days annual leave in lieu of the two NHS statutory days

Please also refer to the Trust Local policies

Arrangements for leave and other absences must be approved by the Trust. Requests should be submitted on the proper forms in accordance with local; procedures

## 30. Expenses

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for:

- Excess Travel
- Subsistence
- Other expenses in accordance with Schedule 21 of the Terms and Conditions.

## Charges for Residence

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Except where facilities are provided for a doctor to be on-call a charge may, where appropriate, be made for residing at your Place of Work in accordance with our local procedures.

### 31. Notice

Provisions governing termination of employment are set out in Schedule 19 of the Terms and Conditions.

| Duration of Contract | Minimum period of notice |
|----------------------|--------------------------|
| 6 months or longer   | 3 months' notice         |
| 3-6 months           | 2 months' notice         |
| Less than 3 months   | 1 months' notice         |

Should you be summary dismissed under the Trust's Disciplinary Procedure for Gross Misconduct there is no entitlement notice.

### 32. Equality and Diversity

The University Hospitals Bristol and Weston NHS Foundation Trust is an Equal Opportunities Employer, and your attention is drawn to the Trust's Equal Opportunities Policy and the Trust's Code of Expectations. All employees have a personal responsibility to contribute to an inclusive environment for patients, carers, visitors and other colleagues in accordance with Trust values and policies. All staff are expected to ensure their own behaviour is not discriminatory, does not cause offence and to challenge inappropriate behaviours of others.

The Equal Opportunities Policy and the Staff Conduct Policy are available from your Divisional Medical Staffing Manager and via the Trust's HR Web.

### 33. Property

The Trust accepts no responsibility for damage to, or loss of, personal property with the exception of small valuables which have been handed over for safe custody and for which a receipt has been given. You are, therefore, recommended to take out an insurance policy to cover your personal property.

On leaving the Trust you are required to return any Trust property in your possession including uniform and name badge, provided by the Trust. Failure to do so may result in the Trust seeking to recover the cost.

| Version Number | Author | Purpose / Change     | Date       |
|----------------|--------|----------------------|------------|
| 1.0            | ██████ | Initial version      | 19/03/2020 |
| 1.01           | ██████ | SW comments actioned | 30/03/2020 |