|  |
| --- |
| **PRINCIPAL STATEMENT OF**  **MAIN TERMS AND PARTICULARS OF EMPLOYMENT** [NAME IN FULL] **MEDICAL EXAMINER** |

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

**EMPLOYMENT**

**MEDICAL EXAMINER**

This document is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

Between:

**1. THE PARTIES**

**1.1 Employer:** Velindre University NHS Trust, Charnwood Court, Parc Nantgarw, Cardiff CF15 7QZ (the Trust)

**Employment Management**: NHS Wales Shared Services Partnership (NWSSP) will manage your employment on behalf of the Trust.

**1.2 Employee: [*NAME IN FULL, ADDRESS IN FULL]*** (You)

**2. COMMENCEMENT AND CONTINUITY OF EMPLOYMENT**

* 1. **Date commenced in this Post: [*POST DATE]***
  2. **Date commenced with this employer for continuous service purposes:**

***[EMPLOYER DATE]***

* 1. **Date commenced employment in the National Health Service:**

**[*NHS DATE]***

**3. APPOINTMENT**

**3.1** This appointment is a **[permanent/fixed termcontract *(delete as appropriate)]***

If fixed term - end date:**[INSERT END DATE]**

* 1. No probationary period is applicable to this post.
  2. No employment with a previous employer count towards continuous employment.

**4. APPLICABLE COLLECTIVE AGREEMENT AND MAIN TERMS AND CONDITIONS OF SERVICE**

**4.1** The terms and conditions of service, including pay, 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 the post are contained in the role profile/job description. The following represent the equivalent of Direct Clinical Care (DCC) in the context of the Medical Examiner role and will include the following non-exhaustive duties:

1. Undertaking a three-stage scrutiny process on all deaths not investigated by a coroner.
2. Through a proportionate scrutiny of the clinical notes, discussions with the Attending Practitioner and discussions with the bereaved, verify clinical information on Medical Certificates of Cause of Death and ensure that referrals are made to a coroner or to the appropriate care organisation for further investigation where appropriate.
3. Where appropriate, delegate authority to Medical Examiner’s officers to liaise with clinical teams and the bereaved as part of the scrutiny process.
4. Bring to the attention of the Medical Examiner Officer where you are aware of your involvement in the clinical care of the deceased and refrain from carrying out these functions in such cases to avoid a potential conflict of interest which may undermine public trust in your independence.
5. Where necessary to provide independent medical advice to Coroners and their officers.
6. To complete the necessary steps required for compliance with all legislation related to death certification and allied processes.

**5.2** In addition to the ‘DCC-equivalent’ activity outlined above, the post includes activities necessary to support professional development as a Medical Examiner along with continued professional registration with the GMC (see section 18).

There should be a minimum of 20% of sessions for core Supporting Professional Activity (SPA) type activity to support revalidation and professional development. If it is identified through the job planning process that more SPA type activity is required, additional time will be made available. This supporting professional activity will include the following, non-exhaustive, duties:

a) Medical Examiner appropriate CPD as approved by the Lead Medical Examiner or nominated deputy including the in-house evening on-line CPD and the annual CPD meeting.

b) Time for job planning and annual performance review to feed into whole practice appraisal for those with an RO linked to other substantive clinical roles, or for appraisal under the Velindre RO where the ME role is the only medical role.

c) Quality improvement and audit work as agreed by the lead ME or nominated deputy related to the ME service to support revalidation.

**6. JOB PLANNING**

**6.1** The job planning process is the vehicle for the Medical Examiner and the employer to agree the composition and scheduling of activities into the sessions that comprise the working week, mutual expectations of what is to be achieved through these, and for discussing and agreeing changes on a regular basis.

**6.2** Where Medical Examiners work for more than one NHS employer, a lead employer will be designated, and an integrated single job plan agreed. Typically, this will be the substantive employer. Where Velindre University NHS Trust is the substantive employer, job planning will be completed with the Lead Medical Examiner for Wales and will relate to the Medical Examiner role only.

**6.3** 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 substantive employer’s nominated director. Your job plan will be confirmed by the Managing Director of NWSSP or their nominee.

**6.4** You and the Lead Medical Examiner for Wales will agree a Medical Examiner Job Plan that sets out your main duties and responsibilities and schedule for carrying out you Medical Examiner sessions. These will include time for direct medical examiner activities as well as for supporting professional activity work such as training and continuing professional development. This will be separate from any other job planning undertaken with other employers.

**6.5** You and the Lead Medical Examiner for Wales will agree the times and locations at which your Medical Examiner activities are scheduled to take place. Other contractual and sessional commitments will be subject to alternative arrangements with that employer.

**6.6** 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 contracted hours and triggers a review as set out in Paragraph 2.26 of the Amendment to the National Consultant Contract in Wales. Either party may propose an amendment to the job plan.

**6.7** The purposeof including agreed personal outcomes in your job plan is to set out in clear and transparent terms what you and your Line Manager 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

.

**6.8** 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, namely paragraphs 1.34-1.39 of the Amendment to the National Consultant Contract in Wales.

**7. PLACE OF EMPLOYMENT**

**7.1**Your principal place of employment will be [INSERT BASE]. Other working locations including off site working may be agreed in your job plan where appropriate.

**7.2** You will not be required to work outside of the United Kingdom.

**8**. **HOURS OF WORK**

8.1 You are contracted to work [XX] session[s] per week. Although the Medical Examiner Service operates between the core hours of hours of 8.00 to 18.00 Monday to Friday, your start and finish times will be agreed locally with you within these hours. A session equates to 3.75 hours.

8.2 Working over weekends and bank holidays will be required to deliver a service that includes facilitating the urgent release of bodies where this is required, for example for faith-based reasons or for organ donation. The non-core hours rota will provide 2 sessions per day across Wales, can be worked from home, and will be agreed as part of the job planning process. Sessions worked will be paid at the applicable premium rate of time plus 30%.

8.3 Alternative sessions on different hours or days to your Job Plan may be required to cover annual leave, absence, or service demand. The job planning process will be followed for this.

**9. MANAGERIAL AND PROFESSIONAL RELATIONSHIPS**

**9.1** You will be professionally and managerially accountable to the Lead Medical Examiner for Wales, through the Senior Medical Examiner team

**9.2** Details of any responsibilities for staff which are part of the post are contained in your job description.

**10. DISCLOSURES AND CONVICTIONS**

**10.1** You are required to report any police investigations or criminal proceedings to which you are subject and any convictions, cautions, reprimands, or alleged offences where you are charged to the Lead Medical Examiner for Wales, or your Senior Medical Examiner, and to the People & Organisational Development Department at NWSSP.

**10.2** You are required to inform the Lead Medical Examiner for Wales, or a Senior Medical Examiner, and the People & Organisational Development Department at NWSSP of any child protection or vulnerable adult investigations which you may be subject to both inside and outside of the workplace.

**10.3** You are required to disclose to the Lead Medical Examiner any potential conflict of interest that may arise from duties carried out for other employers and which may undermine public trust in the independence of the Medical Examiner role.

**11. DISCIPLINARY PROCEDURES**

**11.1** Wherever possible, any issues relating to conduct, capability and behaviour should be identified and resolved without recourse to formal procedures.

**11.2** The provisions relating to disciplinary procedures applied to medical examiners are set out within the Upholding Professional Standards in Wales Procedure, as amended from time to time.

**12. GRIEVANCE PROCEDURE**

**12.1** Should you have any grievance relating to your employment you are entitled to discuss the matter in the first instance with Director of the Medical Examiner Service for Wales, and, where appropriate to consult, either personally or in writing with the Head of People and Organisational Development in NWSSP.

**12.2** The grievance procedure that applies to your employment is set out in the All- Wales Respect and Resolution Policy as amended from time to time. A copy of which can be obtained on the intranet of from the People & Organisational Development Department at NWSSP.

**12.3** If you are dissatisfied with any grievance decision outcome you can write to the Director of People & Organisational Development.

**13. PAY**

**13.1** Your starting salary will be point **[XX]** £**insert salary]** within the NHS Wales Consultant Pay Scale.

**13.2** Your pay will be commensurate with demonstrable skills and experience in line with the Medical Examiner role.

Part time staff will receive a pro rata salary determined by the actual hours of work as a proportion of the full-time basic salary.

For new entrants to the role the maximum starting salary on commencement in the role will be pay point 4 (payroll code and grade step ZM81-05).

**13.3** Your incremental date is **[insert date].** Your pay will progress on your incremental date in line with the NHS Wales Consultant Pay Scale.

Pay will also be subject to increases in line with national pay circulars.

**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** Payment of your salary will be made in arrears by monthly instalments on or around the 21st of each calendar month. If you have any questions about how your monthly pay has been calculated, please contact the People & Organisational Development Department at NWSSP .

**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**

There must be no conflict of interest between NHS work and private work. All medical examiners undertaking private practice must fulfil their NHS commitments.

**15. PENSION**

**15.1** Almost all employees between the ages of 16 and 75 will be automatically enrolled into 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 People and Organisational Development Department and / or via the website <http://www.nhsbsa.nhs.uk/pensions>.  
Membership of the NHS Pension Scheme is voluntary, but you are encouraged to join.

**15.2** If you do not wish to join the NHS Pension Scheme you will need to complete the ‘Application to leave the NHS Pension Scheme (SD502)’ form. The form can be downloaded from the ‘Leaving or taking a break from the Scheme’ section of NHS Pensions website at [www.nhsbsa.nhs.uk/member-hub](https://nhswales365-my.sharepoint.com/personal/andrew_evans_wales_nhs_uk/Documents/A.%20MESW/Workforce/AppData/Local/Microsoft/AppData/Local/Microsoft/AppData/Local/Microsoft/Windows/INetCache/AppData/Local/Microsoft/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/AppData/Local/Microsoft/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/wa084047/Desktop/DB%20Transition/www.nhsbsa.nhs.uk/member-hub).  If you do not have personal access to a computer, you should be able to access facilities which will allow you to do so at work or please contact NHS Pensions on 0300 3301 346 to request a paper copy.

**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. LEAVE**

**16.1** Annual Leave will be 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. This means that you will currently be entitled to paid annual leave of 34 days with an additional 8 days in respect of general, public holidays. You are entitled to annual leave and public holiday calculated on a pro rata equivalent if you work part time.

**16.2** Your annual leave year commences on 1stApril*each year*.

**16.3** Arrangements for leave, or any other absences, must be approved in advance and in line with Terms and Conditions of Service, by the Lead Medical Examiner for Wales, arranged through the Business Service Manager for the Welsh Medical Examiner Service. Planned leave should be arranged with 6 weeks’ notice, unless in exceptional circumstances, and are conditional on the maintenance of minimum service staffing levels.

**16.4** Details of maternity, adoption, shared parental, parental, child bereavement and paternity leave and pay provisions are available as required from the People & Organisational Development Department at NWSSP. Pay and eligibility provisions are available from the intranet or the People & Organisational Development Department and will be managed in accordance with NWSSP policies and guidance.

**17. BENEFITS**

You may be entitled to other benefits (subject to eligibility) and as amended from time to time. Details of benefits can be located on the NWSSP intranet.

**18. TRAINING AND CONTINUING PROFESSIONAL DEVELOPMENT**

**18.1** You will be required to maintain your continuing professional development, and to complete all relevant internal statutory and mandatory training. The regular, dedicated evening learning sessions, and the annual ME training and education day attract time off in lieu as would any other CPD activity approved as relevant by the Lead Medical Examiner for Wales or any person with that delegated authority. The amount of time off in lieu granted will typically not constitute more than 15% of your contract time. This is separate to your SPA time.

**18.2** Study/Professional Leave can be requested for up to 10 days per annum for a WTE post. Requests must be authorised through the agreed departmental process.

**18.3** You will be required to complete the Royal College of Pathology medical examiner e-learning modules and face to face training. In addition, you will be expected to meet CPD requirements as set out by the National Medical Examiner, Lead Medical Examiner for Wales and the Royal College of Pathology guidance on Supporting Information for Appraisal and Revalidation (May 2019)

**18.4** You will be signposted to appropriate learning materials and training events.

**19. SICKNESS ABSENCE REPORTING AND PAY**

#### 19.1 Your sickness absence will be managed by NWSSP in accordance with the Managing Attendance at Work Policy, as amended from time to time.

#### 19.2 In accordance with the Managing Attendance at Work Policy the Employer may require you to undergo a medical examination by a medical practitioner nominated by NWSSP, including the Employer’s Occupational Health Physician. The expense of such an examination will be borne by the NWSSP.

#### 19.3 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.

**19.4** 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.

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

**19.6** The provisions on sick pay and sick leave are specified within the terms and conditions of service which apply to medical and dental staff employed in Wales as amended from time to time.

**20. NOTICE TO TERMINATE EMPLOYMENT**

**20.1** Subject to clause 20.2 this contract may be terminated by either side giving 3 months’ notice in writing. A shorter notice period may apply where mutually agreed.

**20.2** When giving or receiving notice, the organisation 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 if you commit a serious breach of your obligations as an employee if you are found to be in breach of the conditions of employment or are summarily dismissed.

**21. SPECIAL PARTICULARS**

**21.1 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 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.

**21.2 Medical Negligence**

You will only be indemnified for duties undertaken on behalf of NWSSP. You are therefore advised to ensure that you have appropriate Professional Indemnity Insurance for duties outside the scope of the Medical Examiner Service.

**21.3 Clinical Governance, Annual Appraisal and Revalidation**

The post holder agrees to comply with the procedures adopted by NWSSP 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 rules and guidance.

The post holder will also be expected to follow the Royal College of Pathologists Guidance Notes for medical examiner appraisal and revalidation.

You will be subject to an annual appraisal which will be conducted using the MARS process, or other local equivalent, in line with GMC guidance.

Where your NWSSP role as a Medical Examiner is your sole medical employment requiring revalidation and appraisal you will need to use your approved time of in lieu to ensure that you have achieved your required CPD, quality improvement and any other requirements for successful revalidation, through the VUNHST revalidation system.

**21.4 Health status**

The post holder must comply with 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.

**21.5** **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.

**22 RESEARCH GOVERNANCE**

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

**23 CONFIDENTIALITY**

**23.1** You must at all always maintain confidentiality and security of information gained by you during your employment. This will in many cases include access to confidential corporate, staff or patient information. You must treat this information in accordance with the provisions of Data Protection Legislation and NWSSP policy.

# 23.2 Any breach of confidentiality may lead to disciplinary action in accordance with

# clause 11.

**24 SIGNATURES TO THE CONTRACT**

Signed on behalf of the Trust.

[………………………………………] […………………………..]

Employer Date

I have read, understood and I accept the Terms and Conditions of Employment as referred to in this Statement.

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