

MODEL CONTRACT FOR COMMUNITY DENTAL SERVICE

Information for employers (this page does not form part of the contract of employment and should be omitted when the contract is issued).

This contract is for use **only** for dentists working in the community dental service.

The contract may be adapted for full-time appointments and less than full time appointments. Employers will need to add additional clauses to reflect local agreements and policies.

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

THIS CONTRACT IS BETWEEN:

[INSERT NAME OF EMPLOYING ORGANISATION]

AND

[INSERT NAME AND ADDRESS OF EMPLOYEE]

1. THE POST

- 1.1 Your job title is *[insert job title as per the Job Description]*
- 1.2 The appointment is subject to the Northern Ireland Terms and Conditions of Service for the Community Dental Service (TCS) 2015, which may be amended from time to time. A copy of the TCS is available on the DoH website *<insert link>*
- 1.3 It is a condition of your employment that you have, and retain throughout your employment, the correct level of professional registration.
- 1.4 This is a permanent post. *[Note: Employing organisation should amend this paragraph as appropriate for a fixed term appointment]*

2. COMMENCEMENT OF EMPLOYMENT

- 2.1 Employment under this contract commences on 1st April 2015.
- 2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights (Northern Ireland) 1996, *[begins/began]* on *[insert date]*.
- 2.3 For the purposes of certain HSC conditions of service, previous service within the HSC, whether with this employer or another NHS/HSC employer, although not continuous for the purposes of Employment Rights Act 1996, will count as reckonable. For some purposes, dated prior to the dates in paragraphs 2.1 and 2.2 may, therefore be taken into account.
- 2.4 You are required to work *[insert No.]* hours per week on average, excluding meal breaks. *[Note: the standard hours of work for full-time staff shall be 37.5 hours per week excluding meal breaks. The hours will be adjusted for less than full-time dentists]*
- 2.5 The pattern of your working hours will be set out in your job plan. This will be agreed with you in accordance the TCS and in line with the job planning guidance.
- 2.6 Your basic salary on commencement is *[\£ insert value]* this has been calculated in accordance with the provisions of Schedule 9 of the TCS. Your salary is payable monthly.

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 agreeing and operating a job plan;
- 3.1.3 to carry out our respective obligations in accordance with appraisal arrangements;
- 3.1.4 to carry out our respective obligations relating to the employer's policies, objectives, rules, working practices and protocols; and
- 3.1.5 to carry out our respective obligations as defined in the Terms and Conditions of Service for the Community Dental Service (NI) 2016.

4. THE WORK

4.1 Location

You may be required to work at any site within your employing organisation, including new sites. Your principal place of work is [*insert location*]. Other work locations including off site working may be required and incorporated in your Job Plan (where applicable). You will generally be expected to undertake your duties and responsibilities at the principal place of work, other sites where your employer offers services or other locations identified in your job plan. You may also be required to travel between work sites and attend official meetings at other locations.

4.2 Duties

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities set out in your job plan, as reviewed from time to time in line with the provisions of paragraph 5 below.

4.3 Emergency Responses

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

5. JOB PLANNING

- 5.1 In accordance with Schedule 5 of the TCS, the purpose of your job plan is to set out in clear and transparent terms the service commitments expected of you whilst in post. The process for discussion and review of the job plan is set out in Schedule 5 of the TCS and the job planning guidance document.

- 5.2 You and your manager will agree a prospective job plan that sets out your main duties and responsibilities, a schedule which will set out the hours and range of activities that are necessary to fulfil your duties and responsibilities under this contract, and include the duration and locations at which these activities are scheduled to take place.
- 5.3 Your job plan will include a set of agreed personal objectives, which you and your manager have agreed should be reasonably achieved in the year in question. You have a duty to make all reasonable efforts to achieve them.
- 5.4 Where you have approved external duties included in your job plan you will provide 6 weeks written notice to your employer of the dates upon which the external duties will be carried out. Shorter notice periods may be agreed by local arrangement or by agreement between you and your manager.
- 5.5 You and your manager can agree flexible arrangements for timing of work. You and your manager may agree as part of your job plan arrangements for the standard hours to be worked over any reference period. Your job plan will set out variations in the level and distribution of hours within the overall total. Any variations to your weekly commitments should be averaged out over seventeen weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations (NI) 2016.
- 5.6 You may occasionally, be required to work beyond your regular contracted hours, for example to ensure the safe completion of a patient care episode, we will ensure that you are neither advantaged nor disadvantaged for this flexibility. Specific arrangements to cover this situation are set out in *[insert reference to local procedures]*.
- 5.7 Non-emergency work (outside of your contracted working hours) during weekdays or at weekends will only be scheduled by mutual agreement between you and your manager, or in accordance with your contracted responsibilities or hours of employment.

6. PAY AND ALLOWANCES

- 6.1 The full-time equivalent (37.5 hours) basic salary applicable on commencement in this employment is *[£insert value]* per annum. Less than full time dentists will receive the same entitlements on a pro-rata basis as full-time colleagues.
- 6.2 Your salary will be payable monthly in arrears on *[insert date]*.
- 6.3 Full-time equivalent basic salary is set out in the latest pay circular issued by DoH.

6.4 Your basic salary will increase when you receive pay increments in accordance with the pay framework. Where a pay increment is awarded your salary will increase on your incremental date (in most cases this will be the anniversary of your appointment).

6.5 Criteria for Incremental Pay Progression

You will not receive pay progression automatically, but it is expected that you will progress incrementally according to the criteria set out in Schedule 10 and in accordance with the transitional arrangements. We will make all reasonable efforts to support you in meeting the criteria for pay progression.

6.6 Deductions from Pay

We will not make deductions from, or variations to, your salary as set out at paragraph 2.6 other than those permitted by law without your express written consent.

6.7 Pension

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

6.8 Expenses

You are entitled to reimbursement for travel and subsistence and other expenses as set out in Schedule 13 of the TCS. Claims for expense must be submitted in a timely manner (normally within one month of the time that expenses were incurred).

6.9 Training Allowance *[delete para if not applicable to this dentist]*

A dentist on pay scale M431 who has responsibility for the supervision of a dental core trainee or an under-graduate dental student, will be eligible for an allowance, as set out in Schedule 9 of the TCS, as amended from time to time.

7. OTHER CONDITIONS OF EMPLOYMENT

7.1 Registration Requirements

It is a condition of your employment that you are, and remain a fully registered Dental practitioner.

7.2 Leave

7.2.1 You will be entitled to *[insert no]* days annual leave each year. Details of full time equivalent annual leave, public holidays, professional and study leave, sick leave are set out in Schedule 11 of the TCS. Leave for less than full time dentists is calculated on a pro rata basis.

7.2.2 Sections 33-35 of the NHS Terms and Conditions of Service Handbook these sections relate to flexible working and apply to dentists employed under these TCS. *[Note: employers to add reference to where these can be located]*

7.3 **Policies and procedures**

You are required to familiarise yourself and comply with your employers policies and procedures and those of any other sites, identified in your work schedule, where you employer offers services. *[Note: employers to add reference to where these can be located]*

7.4 **Appraisal and Clinical Governance**

You must co-operate fully in the operation of the employer's appraisal scheme. You must also comply with the employer's clinical governance procedures. *[Note: employers to add reference to where these can be located]*

7.5 **Gifts and Gratuities**

You are required to comply with the employer's rules and procedures governing the acceptance of gifts and hospitality. *[Note: employers to add reference to where these can be located]*

7.6 **Grievance Procedures**

The procedure for dealing with grievance is detailed in your employer's policy and procedure which can be found *[Note: employer to add reference to local procedures]*. This procedure does not have contractual effect.

7.7 **Disciplinary Procedure**

7.7.1 Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures.

7.7.2 Should the employer consider that your conduct or behaviour may breach the employer's code of conduct, the matter will be resolved through the employer's disciplinary procedures.

7.7.3 Should the employer consider that your professional competence/clinical ability has been called into question, the matter will be resolved through the employer's capability procedures. These

procedures will reflect the guidance issued by the DHPSS 'Maintaining High professional Standards in the Modern DHPSS Framework'.

7.8 Intellectual Property

You will comply with our procedures for intellectual property which reflects 'The NHS as an Innovate Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS. *[Note: employer to add reference to local procedures]*

7.9 Termination of Employment

The provisions governing termination of employments are set out in Schedule 12 of the TCS.

7.10 Medical Fitness

Your appointment is subject to a satisfactory medical report and in this respect you will be required to undergo an initial medical screening. During the course of your employment you may be required to have periodic medical checks which will be in your own interests and those of the Trust.

It is also a condition of your employment that, if you are a Health Care Worker whose duties involve carrying out exposure prone procedures, you fulfil screening requirements for Blood Borne Viruses (Hepatitis B, Hepatitis C and HIV) and Tuberculosis as stipulated in Department of Health guidelines

7.11 Data Protection

The Data Protection Act 1998 places responsibilities on the Trust with regard to the processing of information relating to staff.

The Trust retains information relating to your employment obtained at the recruitment stage, such as your application form together with any further information obtained during your employment including live disciplinary warnings, grievance details, sickness details, etc.

We also record and process personal information on our computerised Human Resources System which is linked to the Finance Directorate for budgetary and payroll purposes. Details relating to your sick leave absence and disciplinary record (if appropriate) are also held on this system.

If you wish to receive any further information in relation to why the Trust holds and processes information about you, please contact the Employee Engagement & Relations Department.

7.14 IT Security/Records Management

You are legally responsible for any record you make in the course of your work with the Trust, whether manual or electronic, including written notes and email.

These records are public records and available to the general public except in very limited circumstances described under the Freedom of Information Act 2000, the Environmental Information Regulation 2004 and the Data Protection Act 1998.

You are required to comply with the Trust's Code of Conduct for computer and manual record users which is available from your manager and will be explained to you during your induction.

The unauthorised/inappropriate use of computers including the internet, e-mail, passwords, computer packages, etc., may be regarded as gross misconduct and treated as such under the Disciplinary Procedure

7.12 Indemnity

You are normally covered by the HSC Hospital and Community Health Services indemnity against claims of negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Department of Health and Social Services therefore advises that you maintain membership of your medical defence organisation. Copy of Circular HSS (TC8) 14/89 regarding the handling of claims of negligence may be obtained on request.

<[Trusts to insert additional paragraphs as appropriate]>

8 ENTIRE TERMS

- 8.1 This contract, together with the TCS and any local agreements, contain the entire terms and conditions of employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference, such incorporation is only to the extent so stated and not further or otherwise.

Schedule of Employment

Job Title *<insert>*

Duration of Appointment *<insert>*

Salary *<insert value>* Pay Scale *<insert details>*

Incremental Date *<insert date>* *Please note that this is not automatic*

Contracted Hours of work *< insert>*

AGREEMENT

I [*Insert name*]

And

[*insert employer*]

have understood and agree to honour the terms and conditions set out in this contract.

[_____]

Dentist's signature

[_____]

Signature of representative of employer

Date of this Agreement [_____]

Notes

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