

Trust Headquarters
 Russell's Hall Hospital
 Dudley
 West Midlands
 DY1 2HQ

Ref: FOI-012024-000587

Date: 1st February 2024

Address / Email:

Dear

Request Under Freedom of Information Act 2000

Thank you for requesting information under the Freedom of Information Act 2000.

Request

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

1. Please provide the number of FTE doctors employed on local contracts at your trust as of 15 January 2024.
2. Please provide the percentage of locally employed doctors who are international medical graduates.
3. Please provide the percentage of locally employed doctors who are from an ethnic minority group.
4. Please provide a sample contract used by your trust for locally employed doctors.
5. Please provide the job titles under which these LE doctors are employed.
6. What proportion of LE doctors have been employed with your organisation for more than two years?

Response

1. Please provide the number of FTE doctors employed on local contracts at your trust as of 15 January 2024	139 FTE
2. Please provide the percentage of locally employed doctors who are international medical graduates.	<p>Data not centrally held.</p> <p>We are unable to answer this as we do not hold the information you have requested in a reportable format.</p> <p>When information is not in a reportable format</p>

	The ICO guidance clearly states “FOIA only applies to information that a public authority already holds in recorded form at the time of a request. If you don't hold a particular piece of information that someone has asked for, you don't have to create it”.
3. Please provide the percentage of locally employed doctors who are from an ethnic minority group.	85.61%
4. Please provide a sample contract used by your trust for locally employed doctors	Sample attached
5. Please provide the job titles under which these LE doctors are employed.	Trust Doctor (non-training) level 1 Trust Doctor (non-training) Level 2 Clinical Teaching Fellows Clinical Fellow Junior Clinical Fellow Senior Clinical Fellow
6. What proportion of LE doctors have been employed with your organisation for more than two years?	8.63%

If you are dissatisfied with our response, you have the right to appeal in line with guidance from the Information Commissioner. In the first instance you may contact the Information Governance Manager of the Trust.

Information Governance Manager
Trust Headquarters
Russell's Hall Hospital
Dudley
West Midlands
DY1 2HQ
Email: dgft.dpo@nhs.net

Should you disagree with the contents of our response to your appeal, you have the right to appeal to the Information Commissioners Office at.

Information Commissioners Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Tel: 0303 123 1113
www.ico.org.uk

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If you require further clarification, please do not hesitate to contact us.

Yours sincerely

**Freedom of Information Team
The Dudley Group NHS Foundation Trust**

**CONTRACT OF EMPLOYMENT AND
STATEMENT OF TERMS AND CONDITIONS OF SERVICE
Trust Grade Contract (Fixed Term)**

1	Full Name	
2	Job title	
3	Department	
4	Start date	
5	Tenure	
6	End date	
7	Continuous employment	
8	Basic Salary	
9	Increment to	
10	Increment date	
11	Oncall supplement (%)	
12	Annual leave period	

1. Offer of appointment

- a) I am instructed by The Dudley Group NHS Foundation Trust to confirm the offer of ***see point 2 of SCE** in ***see point 3 of SCE** at Russells Hall Hospital commencing on ***see point 4 of SCE** for a period of ***see point 5 of SCE** months terminating on ***see point 6 of SCE**
- b) This placement is for a **fixed term** period.
- c) The date of the start of your period of continuous employment is ***see point 7 of SCE**. For these purposes, any overseas experience is **not** included in the period of continuous employment.

2. Collective agreement

- a) Your appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff and Doctors in Public Health Medicine, and the Community Health Service (England and Wales) as amended from time to time [and any reference in those Terms and Conditions to an employing Authority shall be construed as if it were to include a reference to an employing Trust].

3. Duties

- a) Your hours and duties are as defined in your job description (For rotations, the job description may differ for each individual post/placement). You will be available for duty hours which in total will not exceed the duty hours set out for your working pattern in paragraph 20 of the Terms and Conditions of Service.
- b) Your working pattern is described as full shift with controls on hours as defined in the Terms and Conditions of Service paragraph 20.
- c) You will receive a base salary as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service.
- d) Banding supplements may be altered in light of changes in working patterns.

4. Pay

- a) Your base salary will be ***see point 8 of SCE** per annum, paid monthly and will progress by annual increments to ***see point 9 of SCE** per annum in accordance with the agreed salary scale for your grade. (These rates are subject to amendment from time to time by national agreement.) See Note 1.
- b) Your incremental date will be ***see point 10 of SCE**.
- c) You will receive, in addition to your base salary a supplement at the rate of ***see point 11 of SCE** of your base salary for duty contracted which will be payable monthly. (For rotations, the supplement may differ for each individual post/placement)

5. Pension

- a) Membership of the NHS Pension Scheme is voluntary and is available to all employees over the age of 16. Membership is subject to the regulations of the NHS Pensions Scheme, which is administered by the NHS Pensions Agency. However, please note that you are automatically entered into the NHS Scheme with the appropriate deductions from your pay unless you opt out of the Scheme by completing the appropriate form at the time of commencement.

Details of the Scheme are available from the Payroll Department.

6. Notice

- a) You are entitled to receive 3 months' notice of termination of employment and are required to give 3 months' notice.

7. Registration and insurance

- a) You are required to be registered with the General Medical Council and/or the General Dental Council throughout the duration of your employment. See also Note 3.
- b) You are responsible for maintaining your own registration. You are also required to provide evidence of such registration and, if renewable, proof of renewal may also be required to produce.
- c) You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation.

8. Additional work

- a) You agree not to undertake locum medical or dental work for this or any other employer where such work would cause your contracted hours (or actual hours of work) to breach the controls set out in paragraph 20 of the Terms and Conditions of Service.

9. Residence

- a) The appointment does not require you to be resident at Russells Hall Hospital.

10. Leave

- a) In the current leave period ***see point 12 of SCE**, your entitlement will be **27** days exclusive of Bank Holidays.

- b) When booking leave Juniors Doctors should provide a minimum of six week's notice and ensure leave is approved by their line manager before making any arrangements preventing them from attending work. Refer to local department for leave arrangements.
- c) Full details of both annual leave and sick leave allowances and the conditions governing those allowances and study leave, are set out in the local policy which is available via the Trust's intranet.

11. Property

- a) The Dudley Group NHS Foundation Trust accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.
- b) Notwithstanding (a) above, The Dudley Group of Hospitals undertakes, so far as is reasonable possible, to ensure that lodgings are maintained in a secure condition.
- c) You should, through the exercise of normal diligence, also seek to maintain the security of your lodgings.
- d) You are required to ensure that items of The Dudley Group NHS Foundation Trust issued to you i.e. Bleep, White Coat, Security Badges, Car Park Badges, Library Books, are returned to the Trust upon your termination of employment.
- e) You should, through the exercise of normal diligence, also seek to maintain the security of your lodgings.

12. Deductions

- a) The Trust undertakes that it will not make deductions from or variations to your salary other than those required by law without your express written consent.

13. Health Assessment

- a) You will be required to have a confidential pre-employment health assessment, carried out by the Trust's appointed Occupational Health Service. This health assessment will include completion of a health questionnaire and appropriate assessment by the Occupational Health Physician and/or nursing staff.
- b) During the course of your employment the Trust may require you to have a health assessment should it become necessary to ascertain your medical fitness.

14. Policies and procedures

Copies of Trust Policies and Procedures are available on the Trust Intranet. All staff are expected to adhere to policies and procedures in the Trust, which establish standards of good practice and follow any codes of conduct which are relevant to their own profession. You are also required to act at all times in accordance with the Trust's values and the NHS Constitution.

The following notes provide a summary of your main obligations under key Trust Procedures:

14.1. Sickness Absence

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

If you are absent from work due to sickness you should in advance of your scheduled start

time;

- Personally contact their department and speak to their consultant, giving clear indication of the nature of your illness and a likely return date.
- Personally contact the Medical Workforce Team giving clear indication of the nature of your illness and a likely return date.
- If you are absent from work due to sickness during out of hours you should;
 - Contact the site coordinator through the hospital switchboard in advance of your scheduled start time to allow sufficient time to source a locum if required and indicate the nature of your illness and a likely return date
 - Failure to telephone will result in the time absent being classified as unauthorised (unpaid) leave. It is not acceptable to leave messages “with the department”, or send text messages or e-mails as this can result in a lack of clarity of information.

14.2 Grievance Procedures

The grievance procedures, which apply to your employment, are set out in the Trust’s Grievance Policy a copy of which is available from the Trust’s intranet.

The core values of the Trust include being responsible for our actions, respecting one another and working in partnership as one team. As a direct response to these values the Trust wants to encourage its employees who have concerns to speak to their Line Manager in the first instance and where appropriate take advice either personally, or in writing, through the Human Resources Department.

14.3 Disciplinary Matters

Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures and will be subject to the appeal arrangements set out in those procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern NHS' framework).

14.4 Equal Opportunities

The Trust is committed to equality of opportunity in employment. The Trust is committed to ensuring that no employee receives less favourable treatment on the grounds of Race, Disability, Sex, Age, Gender Reassignment, Pregnancy & Maternity, Religion and Belief, Sexual Orientation, Marriage/Civil. Each employee has an obligation to adhere to this policy and to promote equality of opportunity in all areas of employment and access to services. Acts of unlawful discrimination or harassment will normally be regarded as gross misconduct and could result in dismissal.

14.5 Candour

Medical staff are required to act with openness and candour at all times. They are responsible for raising concerns which may have an impact on patient safety using the processes set out by the Trust.

14.6 Whistle Blowing

If you have a genuine concern relating to health service issues associated with the Trust and/or the delivery of care, you have a duty to raise this with the Trust. The Policy sets out the procedure for raising these concerns.

14.7 Health & Safety

The Trust has a duty of care to employees and will ensure that, as far as is reasonably practicable, adequate training, facilities and arrangements for the management of health and safety are in place.

The Trust has in place a Health and Safety Policy with local procedures for each Ward and Department. Copies of these are held by your Line Manager, and it is the responsibility of every employee to comply with the Health and Safety Policy and local procedures. It is the responsibility of every employee to take reasonable care for the health and safety of themselves and of other people who may be affected by their acts or omissions at work.

14.8 Research Governance

The Trust operates all research in accordance with the requirements of the Research Governance Framework. As an employee of this Trust, you must comply with the Trust's policies on Research Governance, Intellectual Property and Indemnity.

General Conditions of Service

15. Confidentiality

- a) Patient and/or staff information is confidential. It is a condition of your employment that you will not use or disclose any confidential information obtained during the course of your employment (except where such disclosure and/or use is authorised by the Trust) to anyone without a valid and lawful reason. Any breach of confidentiality will be regarded as misconduct and subject to disciplinary action. You must keep your smart card (if applicable), ID card and password safe at all times.

16. Disclosure & Barring Service

- a) If your job role involves or may involve direct contact with patients, the Trust will request a Disclosure & Barring Service check. Your employment is conditional on Disclosure and Barring clearance.
- b) Under the conditions of the Rehabilitation of Offenders Act 1974, you are not entitled to withhold information about convictions which otherwise might be considered 'spent' where you are applying for a position which involves contact with patients. Failure to disclose such convictions may result in your dismissal from the Trust. You are required to advise your Line Manager of any criminal allegations you may face during your employment, whether or not these result in a conviction. Failure to do so could lead to disciplinary action which may result in your dismissal.

17 Safeguarding of Children and Vulnerable adults

- a) All staff have a duty to safeguard and promote the welfare of patients, their families and carers. This includes practitioners who do not have a specific role in relation to safeguarding children or adults, you have a duty to ensure you are:-
 - Familiar with the Trusts safeguarding policies.
 - Attend the appropriate training for safeguarding
 - Know who to contact if you have concerns about an adult or child's welfare.
- b) The Trust will provide training and has in place policies and procedures to provide staff with guidance on safeguarding adults and children; these can be accessed via the HUB.
- c) Additional help and advice is available from the designated safeguarding leads
 - Designated Paediatrician for Safeguarding Children
 - Named Lead Nurse for Safeguarding Children
 - Designated Lead Doctor for Safeguarding Adults
 - Named Lead Nurse for Safeguarding Adults
 - Named Midwife for Vulnerable Women

18. Infection Control

- a) Infection Control is everyone's responsibility All staff both clinical and non clinical are required to make every effort to maintain high standards of infection control and specifically are required to;
- Attend mandatory infection control training provided for them by the Trust
 - Wash their hands or use alcohol gel on entry and exit from all clinical areas and between patient contact
 - Challenge non-compliance when observed to protect patients or report any non-compliance to their line manager
 - Promote patient safety and act as a role model for other staff in respect of Infection prevention and control staff need to be familiar with and adhere to the following Trust policies;
 - Infection Prevention and Control
 - Uniform and Work Wear including "bare below elbows" guidance
 - Sickness and Absence

This is not an exhaustive list and staff need to note that policies and procedures are updated and added to. All staff have a responsibility to familiarise themselves and adhere to all trust policies which can be found on the HUB

19. Data Protection

- a) You agree to act in accordance with the UK General Data Protection Regulations (UKGDPR) and the Data Protection Act 2018 (DPA 2018) at all times during your employment and to comply with any policy introduced by the Trust in order to comply with it.

20. General Data Protection Regulations

- a) In accordance with the Employer's privacy notice for employees, the Employer will hold computer records and personnel files relating to you which contain personal data. The Employer will comply with its obligations under the UK GDPR, the DPA 2018 and all other data protection legislation. The data the Employer holds may include employment application details, references, bank details, performance appraisals, holiday and sickness records, salary reviews and remuneration details and other records, (which may, where necessary, include special category data and criminal offence data relating to your health, data held for ethnic monitoring purposes, and DBS checks). The Employer requires such personal data for personnel administration and management purposes and to comply with its obligations regarding the keeping of employee records. The staff privacy notice sets out the Employer's legal basis for processing your personal data. You have a right to request access this information.
- b) You will familiarise yourself with the Employer's IT Acceptable Usage Policy and Information Governance Policies (published on the Intranet 'The Hub') which sets out its obligations under the UK GDPR, the UK Data Protection Act 2018 and all other data protection legislation. You must comply with the Employer's IT Acceptable Usage Policy and Information Governance Policies at all times and you agree that you will only access the systems, databases or networks to which you have been given authorisation and only for the purposes of your work for the Employer. You will not access the information of an individual where you have no involvement in the care of that person or where there is no other valid reason to. Access to sensitive data is monitored. The Employer will consider a breach of its IT Acceptable Usage Policy and Information Governance Policies by you to be a disciplinary matter which may lead to disciplinary action up to and including summary dismissal. You should also be aware that you could be criminally liable if you disclose personal data outside the Employer's policies and procedures. If you have any queries about your responsibilities in respect of data protection you should contact the Employer's Data Protection Officer.

20. Acceptance

If you agree to accept the appointment on the terms specified above, please sign the form of acceptance on the following page and return it to me. A second signed copy of this is attached, which you should also sign, and retain for your future reference.

Yours faithfully

Signature:

Date:

On behalf of The Dudley Group NHS Foundation Trust

SAMPLE

NOTES

- 1. Your salary gives incremental credit for previous service. If you have any enquiry about how this has been calculated, please contact the Medical Workforce Team.
- 2. The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:

House Officer or equivalent grade	3 months
Trust Doctor (non-training) Level 1 or equivalent grade	3 months
Trust Doctor (non-training) Level 2 or equivalent grade	3 months

The Employment Rights Act 1996 provides entitlement to minimum periods of notice, dependent upon an employee’s length of continuous employment, as follows:

Please

Period of continuous employment	Notice entitlement
1 month or more but less than 2 years	Not less than 1 week
2 years or more but less than 12 years	Not less than 1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

3. Copies of HC(89)34 and the leaflet on indemnity arrangements issued in December 1989 may be obtained on request. You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation.

4. Copies of the enclosure to HSC2000/036 relating to standards of residential accommodation may be obtained on request.

5. Copies of HSC 2000/031 – Modernising Pay and Contracts for Hospital Doctors and Dentists in Training, may be obtained on request.

21. Form of acceptance

I hereby confirm my acceptance of the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it.

Signature:

Date:

(Doctors signature)

This offer, and acceptance of it, shall together constitute a contract between the parties. **Please return one signed copy to;** [REDACTED]