

## CONTRACT OF EMPLOYMENT

Between

**UNIVERSITY HOSPITAL BIRMINGHAM NHS FOUNDATION TRUST**

And

Dr Georgios Garas  
Apartment 607  
The Lansdowne  
25 Hagley Road  
Birmingham  
B16 8FY

### THE POST

**1 Consultant**

Your job title is Consultant in ENT Surgery.

**2 Commencement Of Employment**

2.1 Employment under this contract began on 01/10/2021 and incorporates 0 years seniority (as defined in Schedule 1 of the Terms and Conditions). Your pay scale code on commencement was YC72.

2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, began on 01/10/2021.

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count.

Schedule 1 of the Terms and Conditions contains guidance on commencement of employment.

**3 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 judgments 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.

## **THE WORK**

### **4 Location**

You may be required to work at any of the Trust locations to provided services as required.

Your principal place of work is the Queen Elizabeth Hospital. Other work locations including off site working may be agreed in your Job Plan where appropriate, e.g. for supporting professional activities and some direct clinical care such as audit notes. You will generally be expected to undertake your Programmed Activities at the principal place of work or other locations agreed in the Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

You may be required to work at any site within your employing organisation, including new sites.

### **5 Duties**

#### **5.1 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 6 below.

#### **5.2 Associated Duties**

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

#### **5.3 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.

#### **5.4 On-Call Duties and Emergency Responses**

You may also be required to participate in an on-call rota to provide emergency cover (see section 9). 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.

## **6 Job Planning**

### **6.1 Job Plan**

You and your clinical manager will need to finalise 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.

You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 3 of the Terms and Conditions (subject to clause 6.2 below). 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.

- 6.2** In accordance with the Trust requirements, your post may at any point in time include evening and weekend commitments as part of the standard working arrangements which you agree to undertake. The specific scheduling of such activities would be subject to mutual agreement and may be agreed at a later date.

## **7 Programmed Activities**

### **7.1 Scheduling Of Activities**

You and your clinical manager will agree in the schedule of your job plan the programmed activities that are necessary to fulfill 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.

Subject to the provisions for recognising work done in Premium Time (see section 8 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 ten Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in Paragraph 7.6 to agree up to two extra Programmed Activities. Remuneration for Programmed Activities is set out in section 21 below and Schedules 13 and 14 of the Terms and Conditions of Service.

### **7.2 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, 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.

### **7.3 Balance Between Direct Clinical Care And Other Programmed Activities**

Subject to the provisions for recognizing emergency work arising from on-call rotas below, the schedule in your Job Plan will typically include an average (8). Programmed Activities for Direct Clinical Care duties and (2) Programmed Activities for Supporting Professional Activities.

The precise balance will be agreed as part of Job Plan reviews.

### **7.4 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 a month in advance.

### **7.5 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.



## **7.6 Extra Programmed Activities**

You and your clinical manager may agree that you will undertake extra Programmed Activities over and above the ten Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations.

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

Without prejudice to section 7.7 below, you do not have to agree to carry out more than ten Programmed Activities on average per week. However, where you do give your agreement, you must undertake such activities. The remuneration for these activities is covered by Section 21 below and Schedules 13 and 14 of the Terms and Conditions.

## **7.7 Extra Programmed Activities and Spare Professional Capacity**

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.

## **8 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.

## **9 On-Call and Emergency Duties**

### **9.1 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.

### **9.2 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.



## **OTHER CONDITIONS OF EMPLOYMENT**

### **10 Registration Requirements**

It is a condition of your employment that you are, and remain and a fully registered medical practitioner with a licence to practice and are included on the Specialist Register held by the General Medical Council (GMC).

### **11 Fee Paying Services and Private Professional Services**

#### **11.1 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.

#### **11.2 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.

#### **11.3 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.

#### **11.4 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.

### **12 Deductions From Pay**

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

### **13 Appraisal and Clinical Governance**

The Trust has an appraisal scheme for consultant medical staff and you are required to co-operate fully and comply with the Trusts requirements for appraisal and revalidation. You must also comply with our clinical governance procedures.

### **14 Gifts And Gratuities**

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

### **15 Policies And Procedures**

You are required to comply with our Policies and Procedures as may from time to time be in force



**16 Grievance Procedures**

The grievance procedure, which applies to your employment is set out in the Trusts Grievance Procedure which is available on the Intranet site, or from the Human Resources Department.

**17 Disciplinary Matters**

Wherever possible, any issues relating to conduct, competence and behavior should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behavior 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 the Trusts disciplinary or capability procedures for medical staff and be subject to the appeal arrangements set out in those procedures.

**18 Intellectual Property**

You will comply with our procedures for 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'

**19 Other Conditions of Service**

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

**PAY**

**20 Salary**

**20.1 Basic Salary And Pay Thresholds**

Your basic salary on commencement was £84,559. This has been calculated in accordance with the provisions in Schedules 13 and 14 of the Terms and Conditions.

Your basic salary will increase when you receive pay thresholds in accordance with the provisions of section 20.2 and Schedule 15 of the 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 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 transfer to this contract.

Your basic salary, together with any payments for extra Programmed Activities see section 21 below, includes payment for all Contractual and Consequential Services.

**20.2 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.



**21 Payment For Additional Programmed Activities**

Any additional Programmed Activities that you carry out, beyond the standard ten Programmed Activities will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions

**22 Distinction Awards And Discretionary Points**

Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest Pay Circular from NHS Employers. The provisions of Schedule 30 'Clinical Excellence Awards' of the Terms and Conditions shall apply to and are expressly incorporated into this contract.

**23 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.

**PENSION**

**24 Pension**

The provisions in Schedule 17 of the Terms & Conditions shall apply.

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

**LEAVE AND HOLIDAYS**

**25 Leave And Holidays**

Schedule 18 of the Terms and Conditions sets out your entitlements in respect of:

- annual leave and public holidays
- professional and study leave
- sabbaticals
- sick leave
- special leave
- maternity leave

The Policies and Procedures relating to the above may all be found on the Trust intranet.



## OTHER ENTITLEMENTS

### 26 Expenses

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

- excess travel
- subsistence; and
- other expenses in accordance with the Terms and Conditions.

The trust will decline claims which are not submitted in a timely manner specifically those exceeding six months.

### 27 Charges for Residence

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.

## DURATION OF EMPLOYMENT

28 This is a Substantive post.

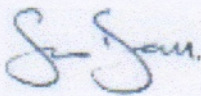
## TERMINATION OF EMPLOYMENT

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

## ENTIRE TERMS

### 30 Entire Terms

This contract and the associated Terms and Conditions Consultants (England) 2003 (as amended) contain the entire terms and conditions of your 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.

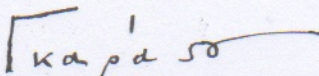


18/2/22

-----Date-----

Professor Simon Ball  
Chief Medical Officer

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



-----Date----- 23/2/22

Dr Georgios Garas