

# Trainee's Contract (Full time)

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

BETWEEN \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ Dental Surgeon ("the Trainer") of the one part

and \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ Dental Surgeon ("the Trainee") of the other part.

**WHEREAS** the parties are both duly qualified and registered Dental Surgeons, the Trainer being in general dental practice at \_\_\_\_\_ ("The Practice"), which will be the Trainee's normal place of work.

**WHEREAS** this contract of employment applies exclusively to arrangements made under the national dental vocational training scheme in **Northern Ireland**, to which nationally agreed standards apply

**WHEREAS** the national dental vocational training scheme is intended to introduce the trainee to general dental practice in a protected environment while enhancing skills

**WHEREAS** both the Trainer and the Trainee have entered into educational agreements with the [ ] Deanery

**WHEREAS** the Trainer has been approved as a Trainer in General Dental Practice and the Trainee wishes to enter employment on a dental vocational training programme with the Trainer

**AND WHEREAS** the parties hereto agree to establish this contract upon the terms and conditions hereinafter mentioned.

**NOW IT IS HEREBY AGREED** as follows:

- 1 The Trainer will employ the Trainee and the Trainee will serve the Trainer as an assistant in the said practice to the best of his/her ability and will do his/her best to promote the interests of the Trainer and to serve the patients of the practice.
- 2.1 Subject as hereinafter provided (and in particular subject to earlier termination as provided in clause 2(2) below) this agreement shall start on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall automatically terminate on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.
- 2.2 Notwithstanding clause 2.1 above this agreement may be terminated at any time by either party giving one month's notice in writing to the other.
3. During the continuance of this employment the Trainer shall pay to the Trainee a salary at the rates laid down from time to time in Determination IV of the Statement of Dental Remuneration (Northern Ireland) from time to time in force. Payments will be made in arrears by monthly instalments on the \_\_\_\_\_ day of each calendar month.
4. The Trainee will be subject to the NHS Superannuation Regulations and the Trainer will account to the proper authority for all contributions and other payments for which the Trainee is liable under the said Regulations.
5. During the period of the employment both parties shall at their own expense be members of a recognised medical defence organisation.

**6. During the continuance of this employment the Trainer shall:**

- 6.1 work in the same premises as the Trainee in a surgery to which the Trainee has sufficient access to allow him/her to fulfil his/her obligations under the contract, for not less than 3 days per week;
- 6.2 be available to the Trainee for guidance in both clinical and administrative matters;
- 6.3 provide reference material for the use of the Trainee;
- 6.4 allow and require the Trainee to attend the appropriate study day course of approximately 30 days in the year arranged by the Regional Adviser/VT Adviser in General Dental Practice;
- 6.5 provide weekly tutorials for the Trainee, such tutorials to take place during normal practice hours and to be of a minimum of one hour's duration;
- 6.6 provide the Trainee with satisfactory facilities to comply with health and safety and infection control standards as contained in the BDA's Advice Sheet A12 *Infection control in dentistry*, including an adequate supply of handpieces and instruments sufficient to allow them to be sterilised between patients
- 6.7 provide the Trainee with relevant opportunities so that a wide range of NHS practice is experienced and so that as far as is reasonably possible the Trainee is fully occupied;
- 6.8 provide the Trainee with administrative support and full-time assistance of a suitably experienced and qualified Dental Nurse;
- 6.9 complete the Professional Development Portfolio provided by the Postgraduate Dental Dean or Regional Adviser/VT Adviser in General Dental Practice;
- 6.10 inform the Postgraduate Dental Dean forthwith and in writing if the circumstances of either the Trainer or the Trainee change in such a way as to alter the contract of employment;
- 6.11 fulfil the obligations and responsibilities of trainers in the national Dental Vocational Training Scheme in Northern Ireland as contained in the Trainer's educational agreement with the Deanery

**7. During the continuance of this employment the Trainee shall:**

- 7.1 fulfil and obey all lawful and reasonable directions and orders of the Trainer and not at any time except in the case of illness or other unavoidable cause or permitted holidays be absent from the service of the Trainer without the Trainer's consent;
- 7.2 work cooperatively with colleagues in the practice, in particular with the dental nurse assigned to him/her;
- 7.3 keep proper accounts of all professional visits, fees paid, all patients attended, operations performed including prosthetic work and all other business done by him/her for the Trainer and of all monies received and forthwith pay all monies so received to the Trainer or as the Trainer may direct;
- 7.4 keep all usual and necessary dental charts and an appropriate record of the work done for all patients attended to by him/her;
- 7.5 devote his/her whole time to the practice of the Trainer during the hours specified in clause 8 below;
- 7.6 unless as part of the training course, not normally attend any patient or perform any operation or prosthetic work for any person other than the Trainer nor on his/her own account either carry on or be engaged in a dental practice nor accept any part-time or full-time dental appointment whether paid or unpaid or give any dental advice either gratuitously or for reward unless it be with the prior written consent of the Trainer and with the **agreement** of the Postgraduate Dental Dean;
- 7.7 not whether during or after his/her employment disclose any professional secrets or any confidential information with respect to the Trainer or his/her family, patients, practice, or affairs or any directions given to him/her by the Trainer; such confidential information to include patient records, details of appointments, and financial information relating to the Trainer or practice;

- 7.8 observe and conform to the provisions of the Dentists Act 1984 so far as they relate to the Trainee or his/her employment and observe and conform to all the laws and customs and reasonable standards of practice of the dental profession;
- 7.9 in relation to any patient treated by the Trainee or desiring to be treated by the Trainee under the National Health Service comply insofar as possible with the Terms of Service applicable to dentists under the provision of the National Health Service (General Dental Services) Regulations then in force;
- 7.10 attend such study day courses as are set out in the published programme and shall not except in case of illness or other unavoidable cause absent himself/herself from any such course without the previous consent both of the Trainer and of the Regional Adviser/VT Adviser in General Dental Practice;
- 7.11 attend weekly tutorials with the Trainer
- 7.12 maintain and complete the Professional Development Portfolio provided by the Postgraduate Dental Dean or Regional Adviser/VT Adviser in General Dental Practice;
- 7.13 undertake such educational studies as may be reasonably advised from time to time by the Regional Adviser/VT Adviser in General Dental Practice;
- 7.14 inform the Postgraduate Dental Dean and Trainer of any alteration in his/her circumstances which might affect this contract of employment;
- 7.15 fulfil the obligations and responsibilities of trainees in the national Dental Vocational Training Scheme in Northern Ireland as contained in the Trainee's educational agreement with the Deanery
- 8.1 The Trainee is required to work during the following hours: \_\_\_\_\_
- 8.2 The out-of-hours services to be provided by the Trainee are: \_\_\_\_\_  
Such out-of-hours services are not required to be undertaken during the first three months of the Trainee's employment.
9. The Trainee shall be entitled to four weeks' holiday with full pay during the period of twelve months in the practice and pro rata for shorter periods. Such holidays shall be taken at the times agreed between the parties. In addition the Trainee shall be entitled to the public holidays normally taken by the practice.
10. If absent due to sickness the Trainee will be entitled to full pay for four weeks and statutory sick pay thereafter.
11. The Trainee shall be entitled to maternity/adoption/paternity leave and maternity/adoption/paternity pay as the case may be. The amount of pay and duration of leave will be determined according to the statutory entitlements from time to time in force. During a period of maternity/adoption/paternity leave the Trainee's entitlements under paragraph 9 to paid holidays and under paragraph 10 to paid sickness leave will accrue.
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12. For the purpose of protecting the goodwill of the practice it is agreed that for a period of one year following the termination of this agreement (howsoever terminated) the Trainee, **unless practising in the Trainer's practice or otherwise with the Trainer's written consent, shall not:**
  - 12.1 whether as principal, associate, assistant, locum tenens or deputy provide any professional service of a kind normally provided by a general dental practitioner to any person who had been at any time within the period of twelve months prior to the termination of this agreement a patient of the practice;
  - 12.2 solicit in any manner any person who was at the date of the termination of this agreement a patient of the practice to the intent that such person should transfer to the Trainee's National Health Service list or otherwise become a patient of the Trainee as a general dental practitioner or of any practice of general dental practitioners in which the Trainee is a partner, associate, assistant, locum tenens or deputy;
  - 12.3 In this clause a "patient of the practice " shall include any person who was at the time in question on the National Health Service list or a private patient of the Trainer or any partner or associate of the Trainer.

- 12.4 It is hereby expressly agreed and declared that each of paragraphs 12.1 and 12.2 above contains and constitutes a separate obligation which is intended to be enforceable independently of the others of them (and without prejudice to the severability of provisions contained within each such paragraph).
13. Nothing herein shall entitle the Trainee to any of the rights or expose him/her to any of the liabilities of a partner or constitute in any way the relationship of partners between the Trainer and the Trainee.
14. Should you have any query, grievance or complaint regarding your employment or the terms and conditions relating to that employment, you should raise the matter initially with \_\_\_\_\_. The full procedure is set out in Appendix 1.
15. The full disciplinary rules in place in this practice and are set out in Appendix 2.
16. For the purposes of agreements entered into in Northern Ireland references to the National Health Service shall be construed as reference to Health and Personal Social Services and references to the National Health Service (General Dental Services) Regulations shall be construed as references to the Health and Personal Social Services General Dental Services Regulations (Northern Ireland).
17. In this agreement references to any enactment order regulation or other similar instrument shall be construed as a reference to such enactment order regulation or instrument as amended from time to time or as replaced by any subsequent enactment order regulation or instrument.

AS WITNESS the hands of the parties hereto this day and year first before written.

SIGNED by the said Trainer: \_\_\_\_\_

In the presence of: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED by the said Trainee: \_\_\_\_\_

In the presence of: \_\_\_\_\_

DATE: \_\_\_\_\_

# Notes of guidance on the Trainee's Contract

## Introduction

The Trainee's Full-time Contract has been drawn up by the British Dental Association for vocational training schemes in the Northern Ireland. It is a variation on the standard full-time contract to allow for the possibility of 'flexible', or part-time, training and will be used by training practices for agreements entered into on or after 1 August 2007.

The contract has been approved by the defence societies and has been adopted as the national standard by the Committee on Vocational Training for England and Wales, the Scottish Dental Vocational Training Committee, and the Committee on Vocational Training (Northern Ireland). It is a condition of approval as a Trainer by a selection committee that the standard (either full or flexible) contract is used when the Trainer appoints a Trainee. A copy of the signed contract must be deposited with the Postgraduate Dental Dean (Regional Adviser in Scotland). Any variation in the terms of the contract must be notified to the Postgraduate Dental Dean before the Trainee is in post.

It is hoped that these notes of guidance will help Trainers and Trainees complete the contract properly, by explaining the terms used and the intentions behind some of the clauses. Misunderstandings can be avoided if both parties make time to think through the terms of the contract in advance. If any questions arise from the contract, advice should be sought from the Postgraduate Dental Dean or Regional or VT Adviser, who in turn may consult the appropriate national vocational training committee or the British Dental Association.

A Trainer is an experienced practitioner who has been approved by the relevant local selection committee. The training practice will also have been approved within the training scheme, and training schemes are in turn subject to the approval of the appropriate national vocational training committee. Once the Trainee has started work, the Trainer will be paid a grant, and is reimbursed the Trainee's salary.

It is for the Postgraduate Dental Dean to determine what further training is required if vocational training is incomplete at the end of the contract. If, exceptionally, the training period has to be extended for any reason this should be done by entering into a new contract.

A Trainee is appointed by a Trainer solely at the Trainer's discretion. The Trainee is the Trainer's employee and works as an Assistant to the Trainer. After the training period is over, the Trainee may continue to work in the practice as an Assistant or an Associate, or may move on to another practice.

In extreme circumstances it is possible that approval of the Trainer may be withdrawn. If this happens, every effort will be made to find the Trainee a new training practice in order to complete vocational training.

Exceptionally, a Trainee may have two joint Trainers. A Trainer may not normally have more than one Trainee.

## Full-time vocational training

A contract for full-time vocational training is available from postgraduate offices or from the BDA.

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## Terminology

A Postgraduate Dental Dean may also be known as the Director of Postgraduate Dental Education.

In Scotland a Regional Adviser is known as a Regional General Practice Vocational Training Adviser (RGPVT Adviser). A Vocational Training Adviser (VT Adviser) is known as a General Practice Vocational Training Adviser (GPVT Adviser). References to the Postgraduate Dental Dean should be taken as referring to the RGPVT Adviser.

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## Completion of the contract

### Preamble

If the Trainee is to work at more than one practice location all of these need to be specified.

### Clause 1

The Trainer must inform the Postgraduate Dental Dean (or equivalent) and the HB of the appointment of a Trainee, and the Trainee's starting date in the practice.

Under NHS Regulations a Trainee is an Assistant. The HB has to be notified of the employment of an Assistant within the first week of employment and of the termination of employment within one week of the Assistant leaving the practice. The agreement's termination date should be written in at clause 2(i), and should be no later than 12 months after the start date. However, it can be terminated at any time by giving one month's written notice. If both parties agree, a shorter period of notice may be given, or pay in lieu.

### Clause 2

The salary is specified in Determination IV of the Statement of Dental Remuneration (Northern Ireland). During the currency of a training contract the salary may be altered. This is why the contract does not specify the amount of salary. It is for the Trainer and Trainee to agree when the salary will be paid but payment at the end of each month's work is normal in salaried employment. The Trainee is entitled under employment law to an itemised payslip each month.

### Clause 3

This clause may be deleted if the Trainee opts out of the NHS Superannuation Scheme. A Trainee considering doing so should take appropriate professional advice.

### Clause 4

Every practitioner should be protected against professional risks.

#### **Clause 5**

- (i) The time during which the Trainer is working in the same premises as the Trainee as stated in the contract should be pro rata the duration of the contract and with the agreement of the Postgraduate Dental Dean or Regional Adviser.
- (v) Exceptionally, tutorials may be provided outside normal hours, when this is appropriate - for example, a session on re-opening a surgery out-of-hours. Tutorials are expected to continue outside normal term time.
- (viii) The Professional Development Portfolio is crucial to the assessment of completion of vocational training and must be maintained carefully. This includes taking part in the self-assessments and final appraisal.

#### **Clause 6**

- (i) The Trainer takes responsibility for the Trainee's actions and so the Trainee must agree to obey the Trainer's direction
- (ii) Any private fees for work done by the Trainee will accrue to the Trainer. As it is the NHS's vocational training scheme it is not expected that the Trainee will do much private work. No other fees should be paid to the Trainee in addition to the salary except any reimbursement of travel costs made to the Trainee by the Trainer in respect of domiciliary visits or out-of-hours work.
- (iv) Hours of work must be agreed in advance. It is expected that the hours of work should be worked according to the full-time commitment of 35 hours per week, exclusive of lunch breaks, including any study day courses. Time off in lieu may be given for out-of-hours work.
- (vi) *Under the terms of the part-time contract this clause allows the Trainee to undertake other dental work, for instance, which is part of a two year scheme of General Professional Training. Any employment undertaken by the Trainee in addition to the contract must not impinge on the Trainee's commitment to vocational training nor compromise the Trainee's ability to complete vocational training. The Trainee may do locum work, for instance, or take part in an emergency rota, when appropriate, if he/she fulfils the regulations stipulated to work on the rota.*
- (vii) This clause is not intended to prohibit sharing of confidential information between Trainer and Trainee during and as part of weekly tutorials.
- (ix) Health Service contractual requirements are binding only on dentists who are in contract with a HB. As an Assistant, a Trainee is not on the HB dental list and is not in contract with the HB. However, it is essential that the Trainee behaves as if he/she were bound by the terms of service. A copy of Health Service terms of service can be obtained from the HB.
- (x) A Trainee has to make a commitment to the course, just as a Trainer must undertake to attend courses under his/her contract with the Postgraduate Dental Dean. The Trainee will not take holidays which clash with study days, so absence from the study day course is acceptable only on grounds of illness or other unavoidable cause. The Trainee should become a member of one of the study day course provided for full-time Trainees. Normally, the courses are held weekly in three terms on one day per week and last for one year. The Trainee must undertake the study day course during the early part of the training period, ie as soon as possible after starting work in practice.
- (xii) A Trainee will be expected to attend additional studies, for example as a result of not being able to attend a study day because of illness.

#### **Clause 7**

If a Trainee agrees to work on a public holiday, he or she should be given a day's leave in lieu.

#### **Clause 8**

The Trainee is entitled to four weeks' leave. A full-time Trainee can be assumed to work a five day week: four weeks' leave means twenty working days in this case. For a part-time Trainee, work out leave and other entitlement on a pro rata basis. A one-day a week Trainee is entitled to four days' leave.

#### **Clause 9**

Up to four weeks' sickness is allowable during the year worked out on the same basis as annual leave in clause 9. The Trainee should be able to self-certificate for absence owing to sickness for up to seven calendar days. Beyond this a doctor's note may be required. In case of frequent absences the Trainer may ask for medical evidence for periods of absence of less than seven calendar days. Any leave in addition to the normal holiday entitlement and four weeks' sickness can only be taken with the agreement of the Trainer and the Regional or VT Adviser. Otherwise the contract must be terminated.

#### **Clause 10**

Twenty-six weeks' ordinary maternity leave and a further 26 weeks' additional maternity leave is allowed under clause 11 provided the correct notification is given to the Trainer. The Trainee also has the right to reasonable time off with pay to receive antenatal care and to attend antenatal classes. Statutory Maternity Pay is paid for 39 weeks. BDA advice sheet D9 "Employees' Maternity Arrangements and Pay" gives further information on maternity rights. Absence due to maternity should be treated like any other absence from the scheme: the period of training missed should be made up afterwards.

#### **Clause 11**

This clause is to protect the Trainer's goodwill after the Trainee's departure. It can only be waived by the Trainer and a Trainee must note that he/she is under a legal obligation to observe whatever binding out arrangements are entered into. The reference to 'Assistants' includes the Trainee. In other words, the Trainee should not accept anyone who was treated by himself/herself at the training practice.

### **Questions and answers**

#### **What can be deleted from the contract?**

Amendment of the terms of this nationally agreed contract is not permitted. However, so far as the organisers of vocational training are concerned clauses 4 and 13 may be deleted since they have no educational significance. From the Trainer's point of view, however, clause 13 may be essential. See also the note on clause 4 of the contract.

#### **What can be added to the contract?**

In theory, anything which does not negate the other clauses. Both sides should take advice prior to the drawing up of additional clauses and should notify the Postgraduate Dental Dean of the changes they intend to make.

**What if there are joint Trainers?**

They should each enter into the contract with the Trainee and will be jointly and severally liable for his/her training. The Trainee must be clear who is responsible for his/her training at any one time, or in any one place.

**What about sick leave?**

There is up to four weeks' entitlement, in addition to four weeks' normal leave pro rata. The Trainee continues to receive his/her salary. Under clause 12 extended absence may be permitted by the Trainer and Regional/VT Adviser. The Trainee may be entitled to statutory sick pay and the Trainer should inform the Dental Practice Board/Health Board/Central Services Agency of any sums received under SSP: reimbursement of the salary may, in certain circumstances, be defrayed by the amount of SSP received.

**What about maternity leave?**

A total of 52 weeks' absence is allowed under clause 11. Maternity leave is counted separately from sick leave. The Trainee continues to receive her salary, but if she is entitled to statutory maternity pay, the Trainer should inform the Health Board of any sums received under SMP. . Any period of training missed must be made up in order to qualify

**Can the contract be further extended?**

No, but a new contract may be entered into for educational or other reasons, as under mandatory vocational training it is important for a Trainee to be given every opportunity to complete vocational training. A new contract can only run for a limited period, if permission is given by the Trainer and Adviser and required by the Postgraduate Dental Dean.

**Who is clinically responsible?**

The Trainee is engaged on the understanding that he/she is skilled to perform certain duties and will do so with reasonable professional care. However, the Trainer takes full responsibility for the Trainee's acts and omissions under the Health Service. The Trainer would answer before a service committee for a breach of the terms of service occasioned by an act or omission of the Trainee. The Trainee could still appear before the General Dental Council as a fully registered practitioner in, for instance, a case of professional misconduct.

**How should forms be completed?**

Forms should be completed under the Trainer's number with the Trainee's suffix. The Trainee should sign the forms 'pp' the Trainer's name. The Trainee may prescribe in the same way as the Trainer, using the Trainer's stamp on the appropriate form.

**What about patient charges?**

The Trainer will be responsible for charges not collected by the Trainee.

**How does employment law relate to the Trainee?**

The standard contract complies with the Employment Rights Act 1996 (Contracts of Employment and Redundancy Payment (Northern Ireland) Act 1965 as amended). The Trainer's general obligations as an employer will already exist with regard to practice staff.

**What about grievance procedures?**

Procedures must be established within a practice for dealing with grievances. Any serious difficulties should be referred to the Regional/VT Adviser.

**What about insurance?**

The Trainer has the normal employer's liability under the Health and Safety at Work Act 1974 (Health and Safety at Work (Northern Ireland) Order 1978).

**What is the Trainee's tax liability?**

The Trainee is taxed on a PAYE basis which the Trainer is responsible for deducting.

**What about National Insurance and superannuation?**

The Trainer is responsible for the employer's NI contribution and for deducting the employee's contribution from the Trainee's pay. If the Trainee is a member of the NHS Superannuation Scheme 6 per cent of the Trainee's pay will be deducted at source and NI will be deducted at the lower contracted-out rate.

**For More Information****Northern Ireland Medical and Dental Training Agency**

Beechill House, 42 Beechill Road, Belfast, BT8 7RL. Tel: 028 9040 0000

Website: [www.nimdta.gov.uk](http://www.nimdta.gov.uk)

**British Dental Association**

64 Wimpole Street, London, W1G 8YS. Tel: 020 7935 0875

Website: [www.bda.org](http://www.bda.org)

**BDA Northern Ireland**

The Mount, 2 Woodstock Link, Belfast BT6 8DD. Tel: 02890 735 856