Scottish Hygiene Therapy Vocational Training

The following contract of employment applies exclusively to arrangements made under the national Hygiene Therapy Vocational Training scheme in Scotland, to which nationally agreed standards apply;

The national Dental Hygiene Therapy Vocational Scheme is intended to introduce the Trainee to General Dental Practice in a protected environment while enhancing skills;

The contract of employment is between the Employer and the Trainee. The Employer will either be the Trainer, or will supply a Trainer for the duration of the contract of employment.

The Trainer will have been approved as a Trainer in GDS or PDS and has been appointed by NHS Education for Scotland (NES) to provide training services to the Trainee.

The Trainee has entered into a Memorandum of Understanding with NES under which the Trainee has agreed to certain conditions to apply to his/her training.
CONTRACT OF EMPLOYMENT

This document is your contract of employment and contains a statement of the applicable terms of your employment as required by section1 of the Employment Rights Act 1996.

Commencement of Employment

1. Your Employer is ..............................................................................................................

2. Your employment will commence on 1st August 2015. This date is also the start of your continuous employment with the above named employer.

Job Role

3. You are employed as a Vocational Dental Hygiene Therapy (VDHT) Trainee as an assistant to ..........................................................................................,

the Trainer, to serve under the Trainer’s list number in the Practice.

Training Obligations

4. For the duration of your employment with the Employer under this contract of employment you will comply with the obligations to the Trainer set out in Appendix 1.

Qualifications and Registration

5. Your employment with the Employer is conditional upon you holding a qualification listed by the General Dental Council (GDC) as appropriate for GDC registration as a Hygiene -Therapist for the duration of your employment with the Employer.

Immigration Status
6. You warrant that you are entitled to work in the UK without any additional approvals and will notify the Employer immediately if you cease to be so entitled at any time during your employment with the Employer.

**Term and Termination**

7. The appointment shall be for a fixed term period of one year for Hygiene Therapy Vocational Training (HTVT). This period will commence on 1st August 2015, “the Commencement Date” and shall continue, subject to the remaining terms of the agreement, until it terminates on 31st July 2016 without the need for notice, unless previously terminated by either party giving notice to the other in writing of not less than 1 month.

**Place of Work**

8. Your normal place of work is at

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“the Practice” but you may be required to work in other locations as reasonably required by the Employer and/or Trainer.

**Hours of Work**

9. Your normal part-time hours are 21 hours per week. The specific hours you are required to work are detailed in Appendix 2;

**Annual Leave**

10. You shall be entitled to four weeks’ holiday with full pay during each period of twelve months of employment with the Employer and pro rata for shorter periods or part-time. Such holidays shall be taken at the times agreed between the parties and must be taken outwith the study day programme. In addition you shall be entitled to 8 days statutory public holidays per year (pro rata if employed for less than a year or on a part time basis), as per the Employer’s standard arrangements. The annual leave year starts on the Commencement Date.

**Salary and Emoluments**

11. During the continuance of this employment, you shall be entitled to payment of a salary set at the Band 5 rate as laid down from time to time in the NHS Agenda for Change Pay Scales. This salary will accrue from day to day and payment will be made on the Employer’s behalf by NHS Education for Scotland (NES). Payment will be made in arrears by monthly instalments on the last Thursday of each calendar month. You will receive a monthly pay slip from the NES payment agent, National Services Scotland.

**Superannuation**
12. During the period of employment you will become a member of the NHS Superannuation Scheme (if you qualify), unless you elect to opt out of the scheme. If a member, the salary payable to you will be made following deduction of all contributions and other payments for which you are liable under the NHS Superannuation Scheme.

Sickness Absence

13. If absent due to sickness in the first 4 months, you will be entitled to one month’ salary at full pay. After 4 months service, you will be entitled to one month’s salary at full pay and 2 months at half pay. Sickness absence must be evidenced by the paperwork and medical certificates specified by the Employer and notified in accordance with the Employer’s policy. You agree that the Employer may forward copies of medical certificates submitted in line with such policy to NES.

Induction

14. At the start of your Employment, you will receive an induction. An outline of the main topics to be covered can be found in Appendix 3.

Policies/Procedures

15. The Employer has a number of policies and procedures which relate to the employment of staff. You will be advised of these during the course of your induction and copies will be made available to you. You should familiarise yourself with their terms.

Membership of Defence Union

16. During the period of your employment, you shall, at your own expense, be a member of a recognised Medico-legal Defence Organisation.

Hepatitis B Immunisation Status

17. You shall ensure that your immunisation status is in line with local guidelines and that you are, and remain, compliant with other blood borne virus policies, where applicable and as directed by your health board.

Work Restriction

18. For the purpose of protecting the goodwill of the Employer, it is agreed that for a period of one year following the expiry or termination of this contract of employment (howsoever terminated), you shall not actively solicit the business or custom of any person who had been at any time within the period of twelve months prior to the termination of this contract of employment a patient of the Employer, with a view to the provision, to that person, of any professional service of a kind normally provided by a general dental practitioner, hygienist, hygienist-therapist or therapist, save with the written consent of the Employer.

Confidentiality

19. You shall not, whether during or after your employment, disclose any confidential information relating to the Employer and patients of the Employer, such confidential information to include

20. This does not prevent you from making a protected disclosure (sometimes referred to as whistle-blowing) within the meaning of section 43A of the Employment Rights Act 1996.

Disciplinary Procedure

21. The Employer has a Disciplinary Procedure, a copy of which will be provided to you during the course of your Induction.

Grievance Procedure

22. Should you have any grievance in relation to your employment then you should attempt to address this informally in the first instance. However, if resolution is not achieved, you should refer to, and act in accordance with, the grievance policy of the Employer, a copy of which will be provided to you during the course of your Induction.

General

23. Nothing herein shall entitle the Employee 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 Employer and the Employee.

24. In this contract of employment, 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.

By signing below, you and the Employer confirm your acceptance of this contract of employment including the five attached appendices.

Employer

I have read, understood and agree to be bound by this contract of employment

Print Name ______________________________________
Signature ______________________________________
Date ______________________________________

Employee
I have read, understood and agree to be bound by this contract of employment

Print Name ________________________________
Signature __________________________________
Date __
__________________________________________
**APPENDIX 1**

**Trainee's Obligations to Trainer**

The Trainee shall:

1) fulfil and obey all lawful and reasonable directions and orders of the Trainer and not at any time during the contracted hours of employment, 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;

2) be fully registered with the General Dental Council for the duration of his employment and shall check in January of the relevant year during the Term that they have a valid certificate of registration for that year;

3) work cooperatively with colleagues in the practice, in particular with the Dental Nurse assigned to him/her;

4) keep proper accounts and records, if appropriate, of all professional visits, fees paid, all patients attended, operations performed including prosthetic work and all other work done by him/her for the Trainer.

5) not accept any monies due to the Trainer, but direct those requiring to make such payments, to the Trainer;

6) keep all usual and necessary dental charts and appropriate clinical records of the work done for all patients attended to by him/her;

7) devote his/her whole time to the practice of the Trainer during the hours specified in Appendix 2;

8) ensure that during the training year, the percentage of their working time which involves NHS work, constitutes not less than 90% of their total working time;

9) observe and conform to all the laws and customs and reasonable standards of practice of the dental profession;

10) in relation to any patient treated by the Trainee, or desiring to be treated by the Trainee under the National Health Service, comply with the Terms of Service applicable to dentists under the provision of the National Health Service (General Dental Services) Regulations then in force;

11) 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 written consent both of the Trainer and of the DPGDPE;

12) meet all the conditions of the assessment system, required for Satisfactory Completion of the Hygiene Therapy Vocational Training Scheme, as set down by NES;

13) maintain and complete the training and assessment records on Knowledge Network and any other system provided by NES;

14) attend and fully participate in the required number of tutorials with the Trainer;

15) undertake such educational studies as may be reasonably advised from time to time by the DPGDPE;
18) inform the DPGDPE and Trainer of any alteration in his/her circumstances which might affect this contract of employment;

19) fulfil the obligations and responsibilities of trainees in the national Hygiene Therapy Vocational Training Scheme in Scotland as detailed in the documents and electronic records provided by NES;

20) complete and return, in a timely fashion, all required documentation in relation to their employment and participation on the Hygiene Therapy Vocational Training Scheme including without limitation documentation relating to payroll, Disclosure Scotland, and the need for any documentation required during the course of this employment;

21) at all times during the year, in the Practice and during the study-days or educational excursions, not behave in manner which does, or may reasonably be said to, bring the profession, the Dental Vocational Training Scheme, the Practice or the Trainer into disrepute. Such transgressions will be regarded as constituting a breach of this contract;

22) at all times comply with the rules and regulations which are in force in any establishment which he/she visits or in which he/she works as part of the training programme.

23) advise NES immediately of any disruption to training, whether it be due to ill health, maternity or paternity leave, legal proceedings, request to change or cease training, or any other reason. Any such information should be supplied to the Dental Recruitment Team at NES.
APPENDIX 2

Hours of Work
(To be completed before trainer – trainee contract is signed.)

Trainer:

VDHT::

The Trainee is required to work a 21 hour week (or pro rata if part-time), during the following hours:

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While NES supports employers by advising VDHTs to be flexible with hours so as to fit in with normal practice arrangements it is advised that trainers do not make any individual day too long for a trainee.

If there is any deviation from normal working hours, please use this section to illustrate how annualisation of the above hours equates to 21 hours per week (including study days).
APPENDIX 3

Trainee Induction and Support for Trainees in the Workplace.

Induction

Induction of a new Trainee into the practice/clinic is absolutely essential to ensure that that the working environment is safe and to allow a quick and easy settling-in period, therefore incorporating the Trainee into the dental team as an effective member as quickly as possible.

Trainers are expected to set aside a portion of their time in the first day, or days, to provide a personal practice induction for the Trainee. Alternatively, the Trainer may delegate some of this task to another experienced member of the practice team.

Normal employers’ duties which would apply to all staff should be extended to trainees on their attendance at the training practice and practice policies should be made available to them. Confirmation of receipt of these should be obtained by means of a signature and trainees should familiarise themselves with their terms.

The following policies should be issued and covered during induction.

- **Health & Safety**
  Procedures and protocols, should be discussed and the trainee should be conversant with power switches for dental units, radiography rules, H&S risk assessment etc

- **Disciplinary Policy**
  Employers should ensure that the principles of fairness, reasonableness, equitable treatment and natural justice are applied in dealing with matters that may warrant disciplinary action.

- **Grievance Policy**

- **Sickness Absence Policy**

Additional issues which should be covered as soon as possible after the Trainee joins the practice include:

- **Code of conduct**, e.g. – expected levels of behaviour, professionalism and ethics.

- **Records**, e.g. – confidentiality, consent, content, expected protocols for entering notes, storing and retrieving.

- **Introductions**, e.g. – team members, cleaners, technicians etc.

- **Schedule diary**, e.g. – timing of tutorials and LEPs, VDHT’s use of the appointment diary

- **Equipment function and surgery familiarity**, – eg use of large and small, fixed and mobile equipment, cupboard/ drawer location and contents, availability of materials etc
Support for Trainees

The purpose of Vocational Training is to provide 12 months supervised experience in General Dental Practice supplemented by an educational programme to help graduates make the transition to unsupervised practice in the NHS GDS.

The criteria specified for becoming a trainer are required in order to ensure that Trainees start their dental careers in the workforce in an environment which has achieved certain standards and with a Trainer who similarly has certain qualities. It is envisaged that the combination of these criteria will result in the Trainee being provided with a “protected environment” for the first year of their career.

Trainer obligations, as specified within the Trainer/Trainee contract, illustrate many of the managerial requirements of a Trainer, however, Trainers should be aware that it is primarily their talent and ability as a mentor, tutor and role model, from an educational perspective, that is equally, if not more, important in their Trainer role.

- Trainers should monitor workload and take into account the inexperience of the Trainee, the Trainee’s ability to cope with workload and the support available. As workload is a vital element of providing a protected environment, Trainers should take account of advice offered by Advisers in cases where the workload is deemed to be insufficient or excessive when compared with the average workload in Training practices. It is recognised that different practices, however, will have a wide variation in workload and this will be an issue considered by Advisers/Directors.

- As Vocational Training is a learning programme for Trainees, Trainers should be mindful of the fact that Trainees may need a certain amount of time within their working week, to reflect on their work in order to maximize the educational value of gaining experience.