The associate specialist grade

Membership guidance note – NHS employment

February 2001
Notes

• This membership guidance note gives general guidance only and should not be treated as a complete or authoritative statement of the agreement governing the grade.

• Every effort was made to check its accuracy at the time of printing but there may have been later changes.

• The associate specialist grade was prepared by the Secretariat of the BMA’s hospitals division (seniors) and was edited and produced by BMA Marketing & Publications.

• The guidance note applies to the situation in England and Wales. Although similar conditions apply to Scotland and Northern Ireland, members should contact askBMA for further information.

• Other publications for associate specialists available from askBMA are Circular on job plans for associate specialists in all specialties and Model workload document for associate specialists in all specialties.

• Members may obtain other guidance notes by calling askBMA on 0870 60 60 828. When contacting the BMA, please quote your current membership number.

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This membership guidance note describes the terms and conditions negotiated by the BMA for associate specialists.

It gives the history of the grade and explains the basic professional contract, the limitations on private practice, and how discretionary points and temporary additional notional half days are determined and paid.

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Introduction

A professional contract

1.1.1 Since 1 December 1991 associate specialists employed under national agreements have had an inclusive professional contract, similar to that for consultants. Those with particularly onerous duties are eligible for up to one, or exceptionally two, temporary additional notional half days (NHDs). These contractual arrangements are in keeping with the seniority of the associate specialist grade.

1.1.2 Significant changes to the national terms and conditions of service were introduced in April 1996.¹ Performance supplements, introduced in 1991 to reward associate specialists for providing a service beyond what would normally be expected, were replaced by discretionary points (see para 6.3).

Historical background

1.2.1 The associate specialist grade, previously called medical assistant, was introduced as a permanent career grade of limited responsibility in 1964, following a recommendation made in the Platt report² published in 1961.

1.2.2 The title ‘associate specialist’ was introduced in 1981.³ The model form of contract and job description were amended and maximum part-time contracts for associate specialists were introduced. However, the BMA had a number of concerns about their terms of service, particularly the system of extra duty allowances (EDAs), as reward for working excessive hours.

¹ AL(MD)7/95 Associate specialists discretionary points.
² Medical staffing structure in the hospital service, Platt, 1961.
³ PM(81)16 The associate specialist grade.
The system was complicated, but in general, it meant that an associate specialist had to be contracted to work more than 80 hours a week before qualifying for EDAs.

1.2.3 These anxieties were shared by the Doctors’ and Dentists’ Review Body (DDR B), but negotiations between the Department of Health and the BMA in the mid-eighties to amend the terms and conditions of service ended in stalemate.

**The 1991 agreement**

1.2.4 In March 1991, new terms and conditions of service introducing the inclusive professional contract were agreed by all parties. The agreement was then priced by the DDRB and issued to health authorities in England in November 1991. EDAs were phased out from 1 April 1994.

**NHS trusts**

1.3 The 1991 agreement describes the terms of service for associate specialists employed under national agreements. However, it should be remembered that NHS trusts do not need to adhere to national agreements (see para 9.1) and are free to employ under their own terms of service new associate specialists and those who have agreed to change their contract after transferring to the trust.

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4 HSG(91)18 *The associate specialist grade (England)* as corrected by DoH to make it clear that performance supplement and temporary NHDs should be ‘backdated’, where appropriate, to 1 December 1991, not just ‘payable’.
The associate specialist grade

2.1 Associate specialists are senior hospital doctors, responsible to named consultants. It is a career grade and, for those employed under national agreements, appointments are without fixed term, subject to a year’s probationary period, and may be held until retirement.

2.2 Associate specialist posts are often personal appointments established for those doctors committed to a career in the hospital service who are unable to complete higher professional training or who, having completed it, are unable or do not wish to accept the full responsibility of a consultant appointment and make a personal application for regrading.

2.3 In certain circumstances in England and Wales, trusts may advertise for and recruit associate specialists directly. This would be appropriate where an associate specialist had vacated a post and a continuing need for it to be filled was established by the trust or where it was established that a new associate specialist post was required and that it would not be appropriate to create a consultant post.

2.4 Each appointment depends not only on the needs of the applicant but also on there being a clear service need which could not be met more appropriately by the creation of a consultant post. An associate specialist post should only be established when it is in the best interests of the service. The employing authority should seek advice from the relevant royal college or faculty and from the local medical workforce advisory group (LMWAG). The Quality framework was introduced as a working draft in April 1997 and established LMWAGs to provide advice to trusts on medical staffing.
2.5 In annex 2 to the executive letter introducing the *Quality framework* (EL(97)25), which revised the appointment procedures for associate specialists, the employing authorities are asked to take the following factors into account:

a) the need to develop a consultant-based service

b) overall consultant responsibility for patient care

c) consultant cover, both in and out of hours, in the relevant specialty and, where necessary, in related specialties

d) provision for the teaching of junior doctors and for the supervision of both junior and career grade medical staff.

2.6 A job description for the associate specialist post should be drawn up with the advice of a representative of the relevant royal college or faculty. The BMA's central consultants and specialists committee (CCSC) has produced a model workload document for associate specialists as a separate document and it is suggested that doctors consult it before agreeing a job description.

**Eligibility**

2.7 To be eligible for appointment to the associate specialist grade doctors and dentists should:

a) have completed 10 years’ medical work (either a continuous period or in aggregate) since obtaining a primary medical qualification which is (or would at the time have been) acceptable by the General Medical Council for full, limited or temporary (but not provisional) registration;

b) have served a minimum of four years in the registrar, specialist registrar or staff grade, at least two of which should have been in the appropriate specialty.
Equivalent service is also acceptable, with the agreement of the relevant college or faculty regional adviser and of the regional postgraduate dean.

**Appointment committee**

2.8 The appointment committee should comprise, as a minimum:

- a senior manager

- a consultant (or if appropriate a senior associate specialist) from the trust and preferably in the relevant specialty

- an external senior hospital doctor nominated by the relevant royal college or faculty

And for posts which have been advertised:

- a further royal college or faculty representative.

Trusts may appoint extra members as necessary. Trusts should ensure that all members of the appointment committee are aware of relevant national and European law and are trained or experienced in appointment procedures, including good practice in equal opportunities.

**Nature of contract**

3.1 The arrangement of an individual’s duties are agreed between the responsible consultant(s) and the associate specialist, and should be consistent with the seniority and the specialisation of the practitioner in this career grade. Associate specialists, like consultants, have the option of a whole-time or maximum part-time contract, or may be employed on a part-time basis.
Whole-time and maximum part-time contracts

3.2.1 Whole-time and maximum part-time contract holders have an identical contractual commitment to devote substantially the whole of their professional time to their NHS duties. These contracts are termed professional in that they do not specify particular hours of work.

3.2.2 The work commitment of a maximum part-time contract holder is defined as a minimum weekly commitment of 10 notional half days (NHDs), with an NHD being defined as the equivalent of three and a half hours flexibly worked. Although the work commitment of whole-time contract holders is not formally defined, they are regarded as having a similar work commitment to maximum part-timers, ie a minimum of 10 NHDs per week, as they both have an identical contractual commitment to devote substantially the whole of their professional time to their NHS duties.

3.2.3 The key difference between whole-time and maximum part-time contracts relates to the right to do private practice. Whole-timers - like consultants - may undertake a limited amount of private practice, with annual income restricted to 10 per cent of their gross NHS earnings. Maximum part-timers, in return for being paid only ten-elevenths of a whole-timer's salary, are entitled to earn an unlimited level of income from and have increased flexibility to undertake private work.

Part-time contracts

3.3.1 Part-time contract holders have a work commitment of between one and nine NHDs. Part-timers are paid one-eleventh of the whole-time associate specialist salary for each NHD plus the same proportion of any discretionary point(s) held. Unlike whole-timers or maximum part-timers, there is no contractual obligation on part-timers to devote substantially the whole of their professional time to the NHS.
3.3.2 Whole-timers or maximum part-timers who wish to become part-timers may amend their existing contracts only with the agreement of their employing authority.

Model contract

3.4.1 The current form of the associate specialist contract was determined by the 1981 agreement (see para 1.2.2) between the Department of Health and the BMA, and is unchanged by the 1991 agreement.

3.4.2 The agreed model contract is reproduced as a separate supplement, which is available askBMA. Associate specialists are advised to read the contract they are offered carefully in the light of the model. If there are any doubts or if it differs from the model to any significant degree, advice should be sought from askBMA before signing. This is particularly important for those being employed by trusts under local agreements (see para 9.1).

Tenure

3.5.1 If employed under national agreements, the appointment is initially for one year unless terminated by three months’ notice on either side. At the end of a year, unless terminated, the contract may be renewed without any limitation of time. For those employed under national agreements termination of associate specialist appointments are subject to the Terms and conditions of service of hospital medical and dental staff (paragraphs 190–198). These grant certain rights in the case of termination of employment, in particular a right of appeal to the Secretary of State if the practitioner considers the appointment is being unfairly terminated.

3.5.2 This right of appeal does not apply to doctors who have transferred to or who have changed to NHS trust contracts
which differ from the nationally negotiated terms and conditions of service. Also, it does not apply to new appointees of trusts irrespective of their terms and conditions of service. The government indicated in the NHS Plan that the right of appeal to the Secretary of State will be removed for all doctors. For doctors without the right of appeal under paragraph 190, local trust procedures should include the right of appeal beyond the trust board. Please seek advice from askBMA with regard to the procedures of a particular trust.

Private practice

Definition

4.1.1 Private practice is defined in the Terms and conditions of service as "the diagnosis or treatment of patients by private arrangement". It includes nearly all work that may be undertaken in general medical, dental or ophthalmic services. Private practice can be carried out under arrangements with health authorities in respect of in-patients or out-patients in NHS hospitals, or entirely separately in private rooms or independent hospitals.

4.1.2 A private patient is defined as a patient who has given an undertaking to pay.

Work which is not private practice

4.2.1 Doctors can receive fees and payments in addition to their NHS salaries, which are quite separate from private practice fees. These include fees for:

- Category 2 work, eg examinations and/or reports on patients for courts, insurance companies etc; making court appearances; or completing cremation certificates. As a
general rule, category 2 work is that which is not principally to do with the prevention, diagnosis and treatment of illness, and for which a fee can be charged, usually from a body outside the health service.

**Note:** Category 2 work is defined in paragraph 35 of the *Terms and conditions of service for hospital medical and dental staff*. askBMA has an up-to-date reference copy.

- family planning services arranged by the health authority
- domiciliary visits (see para 8.6)
- lectures to hospital staff
- examinations and reports in connection with the routine screening of employees of health and local authorities carried out by radiologists and pathologists outside their contractual arrangements.

4.2.2 Guidance on rates for much of this work is in the membership guidance note *Fees for part-time medical services* and its schedules.

**Contractual limits on private practice**

4.3.1 Whole-time associate specialists may undertake private practice subject to certain contractual restrictions, including a strict limitation on private practice income. Whole-timers’ gross earnings from private practice for any year beginning 6 April must not exceed 10 per cent of gross NHS salary.

4.3.2 In addition to private practice income (see para 4.1), earnings from ‘category 3’ work counts towards the 10 per cent limit. This is work performed on NHS patients by separate arrangement outside the practitioner’s principal contract of employment, eg waiting list initiative work.
4.3.3 ‘Gross NHS salary’ includes any discretionary points payable but not other NHS emoluments such as fees for domiciliary visits.

4.3.4 Whole-time associate specialists must, if requested, certify annually to employing authorities (at the end of the financial year) that they have not exceeded the 10 per cent limit. Authorities have the explicit right to call for the production of fully audited accounts to support certificates of earnings if thought necessary, but this is rarely exercised. However, if a certificate is requested and not provided within three months, an authority has the power to regard this as evidence that private practice earnings are in excess of the 10 per cent limit.

**Loss of whole-time status**

4.3.5 If they exceed the limit in two consecutive years beginning 6 April, and cannot show by the following 1 April that they have taken effective steps to reduce their private commitments, associate specialists lose their whole-time status. They will then be regraded automatically to maximum part-time contract (see para 4.3.8) and paid only ten-elevenths of the gross whole-time salary. They can return to whole-time status only after a further two (financial) years in which their private earnings do not exceed the 10 per cent limit.

4.3.6 Authorities cannot count part years on a pro rata basis. When associate specialists take up appointments on dates other than 6 April, authorities can begin assessing compliance with the limit only from the following 6 April.

4.3.7 It would, however, be contrary to the spirit of the agreement if associate specialists were to regard themselves as having three years’ automatic grace in which to flout the limit before being regraded. Similarly, deliberate repeated compliance only
at the three year stage is regarded as an abuse of the system. If associate specialists know in advance that their private earnings are likely to break the limit, and that they have no intention of reducing them, they should make this clear to their employers forthwith and seek to be regraded.

**Maximum part-timers**

4.3.8 Maximum part-timers are entitled to earn an unlimited level of income from private practice and have increased flexibility to undertake private work. However, in return they are paid only ten-elevenths of the whole-time salary.

**Priority to NHS work**

4.3.9 Associate specialists may undertake private practice **provided**, in the case of whole-timers, that significant amounts of time are not spent travelling to and from private commitments. Any rights as to private practice, whether as whole-time or maximum part-time employees, do not allow associate specialists to diminish the level of service given to their NHS patients. They must give priority to their NHS work at all times, subject only to their ethical obligations to all their patients when emergencies arise.

**Private practice in NHS hospitals**

4.4.1 Many NHS hospitals have accommodation and services for use by private patients; only consultants are entitled to admit patients to hospital for treatment and the same applies to such private facilities.

4.4.2 In general the services afforded to private patients in NHS hospitals by associate specialists are provided as part of their normal conditions of employment, and no additional fee is payable.
4.4.3 However, with the agreement of the consultant to whom the associate specialist is responsible, the consultant in charge of the patient and of the private patient, an associate specialist may treat private patients in an NHS hospital on a private basis and charge for services.

4.4.4 The vast majority of private patients are covered by health insurance. All the major health insurers have strict rules as to who should supervise treatment in order for the patient to qualify for reimbursement of treatment costs. Most insist on either:

- the holding of a **substantive** NHS consultant post, or
- inclusion on the GMC’s Specialist Register.

4.4.5 It is as well to note that, for the present, the majority of health insurers will not recognise associate specialists as ‘specialists’ for health insurance purposes. Associate specialists are therefore advised to discuss with any private patient, before treatment commences, what the rules of any health insurance policy they hold say on this issue.

**Job plans**

5.1 All associate specialists (whether newly-appointed or already in post and whether whole-time, maximum part-time or part-time) should have job plans agreed with their trust, and indeed these should form part of their contract of employment. However, it is important to note that job plans, although strongly recommended by the BMA, are not a guaranteed contractual provision as is the case for consultants. If drawn up, they should include as a minimum the following elements:
• the main duties and responsibilities of the post, including information on the clinical, teaching, research and administrative elements

• a work programme, including the fixed commitments of the associate specialist

• requirements to participate in clinical audit and clinical governance under local arrangements (in the light of relevant departmental guidance)

• details of out-of-hours and unsocial hours responsibilities, including rota commitments

• budgetary and other management responsibilities, where appropriate.

5.2 Job plans should include certain general provisions, for example that associate specialists would be expected to observe the policies and procedures of the trust, drawn up in consultation with the profession where they involve clinical matters, eg admissions procedures.

5.3 The job plan and work programme need to comply with the agreement reached on the implementation of the European working time directive for senior hospital medical staff which limits working time to an average of 48 hours per week. Details of the agreement are set out in the BMA's publication *Guidance on implementing the EC directive on working time for senior hospital medical staff*. The BMA's *Model workload document for associate specialists in all specialties* should also be considered in conjunction with this guidance.

5.4 The associate specialist's named consultant may either draw up a draft job plan or may ask the associate specialist to draw up their own. Where an associate specialist provides
services for more that one trust, the trust with the greater proportion of the associate specialist’s contractual commitment should normally have the lead responsibility for the day-to-day management of the various aspects of the contract. The job plan, including its work programme, shall then be agreed between the named consultant and the individual associate specialist.

5.5 For an associate specialist on a whole-time or maximum part-time contract between five and seven notional half-days, depending on specialty, should normally be allocated in the work programme to fixed commitments. For associate specialists on other part-time contracts, at least half of the notional half-days should normally be allocated to fixed commitments. The number of fixed commitments may be varied with the agreement of the associate specialist and their named consultant. A fixed commitment (ie out-patient clinics, operating lists) is a commitment which an associate specialist must fulfil, except by agreement with their named consultant or in an emergency.

5.6 Each associate specialist’s job plan (including the work programme) should be subject to review each year. This annual review should provide an opportunity for the associate specialist and the named consultant to discuss any problems which may have arisen and to settle any changes which need to be made to meet new circumstances or service priorities. It is likely that in many cases job plans will need to be amended only occasionally and even then will be subject to minimal alteration.

5.7 The CCSC has produced guidance on job plans for associate specialists which contains further detailed guidance on the action to be taken where agreement is not reached on a job plan, how major changes to the job plan should be handled, and the award of temporary additional notional half-days for
additional contractual duties or onerous duties. (This is also covered in para 6.4.) The guidance also provides template documentation for the job plan and work programme. It is available from askBMA.

**Pay**

**Basic salary**

6.1.1 Associate specialists are paid on an eight-point salary scale (see supplement). The basic salary covers the whole-time contract, with part-timers remunerated on a pro rata basis of one-eleventh of the whole-time salary for each contracted NHD (see para 3.3).

6.1.2 As with all NHS doctors employed under national agreements, salaries are reviewed annually by the Doctors’ and Dentists’ Review Body which advises the government on NHS doctors’ and dentists’ pay and to which the association gives evidence on behalf of all doctors.

**Starting salary**

6.2.1 On first appointment associate specialists are normally paid at the minimum point of the associate specialist salary scale, which consists of eight incremental points. However, when determining the starting salary in a new post, account is taken of previous equivalent service both within and outside NHS hospitals; and therefore associate specialists may be put on a higher incremental point than the minimum.

6.2.2 Service is calculated only in complete years, and may be counted in full as follows:

- previous regular NHS associate specialist service;
• all but the first two years of completed registrar service or service in a higher grade or equivalent.

6.2.3 If this gives a starting salary at the minimum or first incremental point, the employing authority has discretion to take account of age, special experience and qualifications to fix the starting salary at the first or second incremental point.

6.2.4 If the starting salary works out at the same or less than the doctor was earning in the last regular NHS post, the salary can be raised to the next incremental point above that being earned in the previous post.

6.2.5 When determining starting salary, service in a part-time or honorary post counts in exactly the same way as service in a whole-time appointment.

Discretionary points

6.3.1 Since 1 April 1996, associate specialists on the maximum of the associate specialist salary scale have been eligible for discretionary points. These are superannuable. They apply automatically only to associate specialists on national terms and conditions, although trusts may wish to apply the scheme to those on trust contracts.

6.3.2 The criteria for the award of discretionary points are that an associate specialist has demonstrated skill and expertise beyond what would normally be expected and has made an outstanding contribution in one of the following fields: the service of patients; teaching; research; and the development of the service. The following factors will also be considered:

• professional excellence
• contribution to professional and multidisciplinary team working
• research, innovation and improvement in the service
• clinical audit
• administrative or NHS management contributions
• teaching and training
• wider contribution to the work of the NHS nationally.

6.3.3 Employers have discretion on the number of discretionary points to be granted in an individual case in any one year and on the total number of points to be granted in any year within the authority or trust.

6.3.4 There are four discretionary points on the top of the associate specialist pay scale, the fourth point being equivalent to 15 per cent of the maximum of the salary scale. The amount payable is shown in the supplement, paragraph 2. Points are paid in full to whole-timers; ten-elevenths to maximum part-timers and pro-rata to part-timers.

6.3.5 Arrangements for deciding payment are at the discretion of individual trusts. However, there should be professional input into decisions and the mechanism must command the confidence of the profession locally. The BMA’s central consultants and specialists committee (CCSC) has produced separate guidance on associate specialists’ discretionary points, which includes advice to local negotiating committees on the decision making and nomination processes.  

6.3.6 There are no standard appeals mechanisms against decisions on discretionary points; there are recommendations for an appeals mechanism in the CCSC guidance. Concerns about the operation of the scheme, in particular trusts, can be raised by the CCSC with the NHS Executive via the Joint Negotiating Committee (Seniors).

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5 CCSC Newsletter: Guidance on associate specialists’ discretionary points, January 1996, available through askBMA.
Temporary additional notional half-days

6.4.1 While discretionary points recognise the quality of work undertaken, a particularly onerous workload is recognised through the award of temporary additional notional half days (NHDs). (See supplement, para 3)

6.4.2 General managers and individual associate specialists need to review the associate specialist’s workload as part of the associate specialist’s annual job plan review. The model workload document produced by the CCSC and the committee’s guidance on job plans should assist associate specialists in their discussions. They should decide whether it would be appropriate to award one (or a fraction), or, where duties are particularly onerous, up to two NHDs.

Contractual basis of payment

6.4.3 The contractual basis of payment for any temporary additional NHDs is:

a) Extra temporary NHDs are not covered by the associate specialist’s standard contract of employment with the health authority, but form part of a separate contract.

b) This separate contract is reviewable not less than annually, and is terminable at three months’ notice on either side. These temporary additional NHDs are not covered by the right of appeal under paragraph 190 of the Terms and conditions of service (see para 3.5.1).

c) Extra NHDs are each paid at the rate of one-eleventh of the appropriate whole-time salary. This payment is not superannuable for either whole-timers or maximum part-timers.
d) The award of temporary additional NHDs in circumstances where the associate specialist is undertaking particularly onerous work does not affect the private practice rights of either maximum part-time or whole-time contract holders.

**Pensions**

7.1 Details of entitlements under the *NHS pension scheme* may be found in the BMA membership guidance note on pensions for salaried doctors. Other pensions guidance notes are also available covering such areas as early retirement and improving pension and lump sum benefits.

7.2 Discretionary points are superannuable.

**Terms and conditions of service**

8.1 Associate specialists employed under national agreements are subject to the *Terms and conditions of service for hospital medical and dental staff* as negotiated between the profession and the Department of Health. Some are outlined below.

**Annual leave**

8.2 Associate specialists are entitled to six weeks’ annual leave.

**Study leave**

8.3.1 Professional or study leave is granted for postgraduate purposes and is approved by the employing authority. It covers study, research, teaching, examining or taking examinations, visiting clinics and attending professional conferences.
8.3.2 The recommended standards for associate specialists are: leave with pay and expenses, within a maximum of thirty days (including off-duty days falling within the period of leave) in any period of three years for professional purposes within the United Kingdom.

Removal expenses

8.4 Associate specialists are entitled to the reimbursement of removal expenses if they move to take up a first whole-time appointment in the grade, provided they are eligible under the terms of the removal expenses agreement. They are also entitled to the reimbursement of removal expenses if they move to take up a further whole-time appointment in the grade, in circumstances accepted by the existing and prospective authorities as being in the interests of the service. (Further details are given in the BMA’s membership guidance note on removal expenses, available from askBMA.)

Maternity leave

8.5 Maternity leave is subject to the terms of the agreement for all NHS staff (GWC Conditions of service, section 6). A BMA membership guidance note, available from askBMA, gives further details.

Domiciliary consultations

8.6.1 A domiciliary consultation is a visit to the patient’s home, at the request of the general practitioner and normally in his/her company, to advise on the diagnosis or treatment of a patient who on medical grounds cannot attend hospital. A fee is payable for each domiciliary consultation subject to certain restrictions.

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6 GWC Conditions of service, Section 26, as amended by the Terms and conditions of service for hospital medical and dental staff.
8.6.2 Domiciliary consultations are usually undertaken by consultants, but may, in the absence of a consultant, be undertaken by associate specialists in the following circumstances:

- the absent consultant is satisfied that the associate specialist is capable of performing domiciliary consultations as required; and

- the employing authority is satisfied with and has given prior approval to the arrangement; and

- the associate specialist’s consultant is temporarily absent (ie on leave) or the consultant post is unfilled, the consultant providing cover is unable to do domiciliary consultations, and there is no other appropriate consultant available.

Other areas

8.7.1 The Terms and conditions of service cover many other areas including: NHDs in circumstances other than those covered by paragraph 6.4; London weighting allowance; arrangements for cover during absences; locum tenens; lecture fees; sick leave; special leave; travelling expenses; mileage allowances and subsistence allowances. Further information can be obtained from askBMA.

Employment by NHS trusts

9.1 NHS trusts are able to offer their associate specialists contracts of employment which may differ substantially from the nationally agreed contract and terms and conditions of service. Trusts are free to offer newly appointed associate specialists whatever form of contract and employment conditions they choose. Furthermore, while associate
specialists employed in the unit before it became a trust and who subsequently transfer to employment by the trust, are able to retain their NHS contracts at the point of transfer, thereafter trusts are able to propose changes in individual contracts of employment.

9.2 **It is absolutely essential that any associate specialist who is either to be appointed by a trust or facing a change in contract making it different from the national terms and conditions of service should seek advice from askBMA before making any formal response.**