

# Guidance note *supplement*

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## Recommended form of contract: associate specialists

[as set out in circular PM(81)16, as amended]

Dear

- 1 I am instructed by the [insert name] Authority to offer you an appointment as a [whole-time]\*, [maximum]\* [part-time]\* practitioner in [specialty] from [date] in the career grade of Associate Specialist in [specialty].
- 2 The appointment is subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) and General Whitley Council Conditions of Service as amended from time to time. Copies of these may be seen at the Authority's offices.
- 3 The appointment is superannuable, unless you opt out of the NHS Superannuation Scheme, or are ineligible to join, and your remuneration will be subject to deduction of superannuation contributions in accordance with the Scheme. Details of the scheme are given in the Scheme guide, which is [enclosed] [available from....]
- 4 a) Insofar as they are not already covered by the Terms and Conditions of Service mentioned above, your duties will be assigned to you for the purpose of providing health services under the National Health Service Acts in the following district(s): [insert name].

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- b) The Authority will nominate from time to time the Consultant or Consultants to whom you will be responsible; the duties he or they shall designate to you shall be such as are consistent with your seniority and specialisation as a practitioner in this career grade. Your normal hours of duty will be agreed between yourself, the Consultant to whom you are responsible and the employing Authority, and will be notified to you in writing by the Authority but these will be subject to any additional requirements of your post. Initially, you will be responsible to [insert name] and your duties will be at the following hospitals, health centres or clinics [insert names]. [Insert for part-timers only, the number of notional half-days at each].
- c) Your duties will include continuing clinical responsibility to the consultant(s) nominated by the Authority for the patients in your charge, allowing for all proper delegation to, and training of, junior staff.
- d) [Insert as necessary]
- e) In addition to the duties mentioned above you may exceptionally be required to undertake duties for limited periods elsewhere within the district(s) specified.
- f) The Authority reserves the right to make changes in your place of work and in the Consultant(s) to whom you are responsible, subject to your agreement, which should not be unreasonably withheld.

5 The arrangement of your duties will be such as may be agreed between your consultants and yourself from time to time. [Insert the following sentence for whole-timers and maximum part-timers]. [It is agreed that any private practice you may undertake, whether limited or not by the Terms and Conditions of Service will in no way diminish the level of service that may be expected from you by the Authority in carrying out the duties specified above]\*. [Insert the following sentence for maximum part-time practitioners only].

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[It is also agreed that the duties specified above are regarded as requiring substantially the whole of your professional time and that this will involve a minimum work commitment equivalent to 10 notional half-days a week]\*. [Insert the following sentence for part-time practitioners only]. [The duties of the appointment offered to you are assessed as amounting to notional half-days a week]\*.

- 6 The salary of the appointment will be that appropriate to a [whole-time]\*, [maximum]\* [part-time]\* appointment in the grade of Associate Specialist [assessed at notional half-days a week]\*. Your starting salary will be [insert commencing salary]. Salary will be payable monthly. Your incremental date will be [date].
- 7 For the purpose of section 1(2)(c) of the Employment Protection (Consolidation) Act 1978, your previous employment with [insert name of previous employer] does [not]\* count as part of your continuous period of employment [and your continuous period of employment therefore began on [date]]\*. However, for the purpose of a number of NHS conditions of service, previous NHS service, not treated as "continuous" under the provisions of the Employment Protection (Consolidation) Act may also be reckoned for those purposes, subject to the rules set out in the Terms and Conditions of Service.
- 8 The appointment is for one year in the first instance unless previously terminated by three months' notice on either side. At the expiration of one year the appointment, unless terminated, may be renewed without any limitation of time, and shall then be subject to three months' notice on either side and to the provisions of paragraphs 190 to 198 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.

**Note:** Associate specialists newly appointed by trusts are not entitled to the protection of an appeal against unfair dismissal to the Secretary of State under paragraph 190.

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- 9           You are entitled to the minimum periods of time off duty set out in paragraph 26 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.
- 10          You are required to have full or limited registration with the General Medical/Dental Council.
- 11          **Note:** The wording of this paragraph in the original circular stated that membership of a recognised professional defence organisation was required. However this is no longer a contractual requirement, but both the BMA and the Health Departments advise doctors to do so.
- 12          Your private residence shall be maintained in contact with the public telephone service and shall be not more than 10 miles by road from the [insert name] hospital unless specific approval is given by the Authority to your residing at a greater distance.
- 13          Arrangements for leave and other absences must be approved by the Authority [but shall in the first instance be made locally]\*.
- 14          The agreed procedure for settling differences between you and the Authority where the difference relates to a matter affecting your conditions of service is set out in Section 32 of the General Whitley Council Conditions of Service.
- 15          In matters of personal conduct you will be subject to the General Whitley Council agreements on disciplinary and dismissal procedures. The agreed procedures for appeal against disciplinary action or dismissal are set out in Section 40 of the General Whitley Council Handbook and paragraph 190 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.
- 16          The Authority accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.

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- 17 If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Signature (On behalf of)

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I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on the [date].

Signature

Date

This offer and acceptance of it shall together constitute a contract between the parties.

**Note:** [ ]\* denotes "delete as necessary".

Issued in consultation with the Secretariat of the BMA Central Consultants and Specialist Committee, by the Communications Centre.