

# Guidance note supplement

## The staff grade: recommended form of contract and job description

### **A Contract** [as set out in circular AL(MD)4/97]

[name and address of employing authority]

[date]

Dear [ ]

#### **Appointment of [job title]**

- 1 I am instructed by [ ] trust/employing authority to offer you a [full-time]\* [part-time]\* appointment as [job title] in the staff grade from [date] [(fixed term appointments) for a period of [duration] ending on [date]]\*, subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) (the 'TCS'), as amended from time to time and specifically by AL(MD)4/97, and also subject to the Conditions of Service of the General Council of the Whitley Councils for the Health Services, as amended from time to time. Copies of these may be seen at [ ].
- 2
  - a) Your duties, which are assessed as amounting to [ ] basic sessions [(whole-timers) and [ ] regular additional sessions]\*, are specified in the enclosed job description.
  - b) The employing authority will nominate from time to time the consultant[s]\* in the relevant specialty to whom you will be responsible. Initially, you will be responsible to [ ].

- c) The arrangement of your duties will be such as may be agreed between the consultant[s]\* and yourself from time to time. The employing authority may subsequently nominate [an]\* other consultant[s]\* to whom you will be responsible and, subject to your agreement (which should not be unreasonably withheld), vary the rostering of your contracted sessions and place of duty. Your duties should be reviewed not less than annually.
  - d) It is agreed that you are liable, so far as is practicable, to deputise from time to time for absent colleagues, in accordance with paragraph 108 of the TCS.
  - e) It is agreed that, exceptionally, you will be available for additional work in occasional emergencies and unforeseen circumstances.
  - f) It is agreed that, exceptionally, you will be available for such irregular commitments outside your normal rostered duties as are essential for the continuation of patient care.
  - g) Duties carried out under (e) and (f) above should be reviewed during your annual workload review to ensure they continue to be exceptional in nature.
- 3
- a) Your basic salary will be [(part-timers) [ ] tenth[s] of]\* that applicable to a full-time appointment in the staff grade, that is £ [ ] a year, payable monthly. [You will progress automatically by annual increments to £ [ ]]\*. [Further]\* [Progress through the optional points scale will be subject to the discretion of the employer in the light of professional advice]\*. Your incremental date is [date] [and your starting salary has been calculated to give [period] incremental credit for previous service according to paragraph 128 of the TCS]\*. [(Full-timers) In addition, you will receive a payment at the rate of one tenth of your basic salary (including any

optional points) for each regular additional session specified in paragraph 2a)\*. [You will receive a London Weighting Allowance of £ [ ]]\*.

- b) The employing authority undertakes not to make deductions from or variations to your salary without your written consent.
- 4 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 deductions or superannuation contributions in accordance with the scheme. Details of the scheme are given in the scheme guide, which is [enclosed]\* [available from ...]\*.
- 5 For the purposes of section 1(2) of the Employment Protection (Consolidation) Act 1978, your previous employment with [ ] does [not]\* count as part of your continuous period of employment [and the date when your continuous period of employment began is therefore [date]]\*. Previous NHS service not treated as continuous under the provisions of that Act may, however, be reckoned for certain purposes under the TCS.
- 6 [Your private residence shall be maintained in contract with the public telephone service and shall not be located at more than ten miles' distance by road from [hospital] without the authority's written consent]\*.

[This appointment requires you to be resident in hospital. You are therefore entitled to free lodgings at [ ]. You may instead elect to occupy hospital accommodation at [ ] on the abated terms set out in the enclosed tenancy agreement]\*.

[This appointment does not require you to reside in hospital accommodation but you have elected to do so. [An appropriate [abated]\* deduction from salary for lodgings at [ ] will be made in accordance with paragraph 174 of the TCS]\*. [The terms of your occupancy of [ ] are set out in the enclosed tenancy agreement]\*].\*

- 7
  - a) Your annual leave entitlement is [five weeks until the completion of two years' service and six weeks thereafter]\* [six weeks]\*, plus statutory and public holidays. Your leave year runs from [date] to [date].
  - b) You are entitled to an occupational sick pay allowance during sick leave subject to the provisions of paragraphs 225 to 243 of the TCS.
  - c) The conditions governing study leave are specified in paragraphs 250 to 254 of the TCS.
  - d) Arrangements for taking annual leave and other absences must be approved by the employing authority.
- 8
  - a) You are required to be fully registered with the General [Medical]\* [Dental]\* Council.
  - b) Your liability arising out of or in connection with your duties hereunder is covered by the NHS indemnity scheme. However, it is advisable that you should retain some form of personal indemnity to cover other work.
- 9 The appointment is [for one year in the first instance, unless previously terminated by three months' notice on either side. After one year, the appointment, unless terminated may be renewed without limitation of time and shall then be]\* subject to three months' notice on either side, and to the provisions of paragraphs 195 to 198 of the TCS.

[(Fixed-term appointments). The appointment will be reviewed [ ] months before its expiry and may be renewed then at subsequent annual reviews on the basis of yearly fixed-term contracts. If the appointment is not to be renewed, you will be notified in writing at least six months prior to the expiry of the contract. It is agreed that you will exclude any right under section 54 of the Employment Protection (Consolidation) Act 1978 to claim unfair dismissal in respect of a termination which consists only of the expiration of your fixed-term appointment without it being renewed]\*.

- 10 Should you have any grievance relating to your employment you are entitled to discuss it in the first instance with the consultant[s]\* to whom you are responsible and if appropriate to consult [name and location] either personally or in writing.
- 11
  - a) In matters of personal conduct, you are subject to the General Whitley Council agreements on disciplinary and dismissal procedures.
  - b) [Refer to any applicable disciplinary procedures or document and to the officer to whom a practitioner aggrieved by a disciplinary decision may apply].
- 12 Statements of the employing authority's policy on health and safety at work, and of the personnel policies applicable are [enclosed]\* [available from...]\*.
- 13 With the exception of small valuables handed to its officers for safe custody, the authority accepts no responsibility for damage to or loss of personal property. You are therefore recommended to take out an insurance policy covering your personal property.

- 14 If you wish to accept this appointment on the terms specified above, please sign and date the form at the foot of this letter and return it [in the enclosed stamped addressed envelope]\*. A second signed copy of the letter is attached which you should also sign and keep for future reference. This offer, and acceptance of it, shall together constitute a contract between the parties.

Yours sincerely

[signature]  
for [ ]

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**Form of acceptance**

Please do not detach

I accept the offer of appointment made in the foregoing letter on the terms and subject to the terms and conditions of service mentioned therein.

[signature]

[date]

**Notes:**

1 [ ]\* = delete as necessary.

## **B Job description for a vacant post** [as given in circular HC(88)58]

### **Appointment of [job title]**

#### **The unit**

- 1 Describe establishment(s) where postholder is to provide services; functions, size, relationship with other establishments, including medical schools; and proposed developments.

#### **The department**

- 2 Describe work of department where post is located; numbers and composition of medical and dental staff; relationships with other departments, including Cogwheel arrangements; diagnostic and other facilities available.

#### **The post**

- 3 Job title, whether whole or part-time, and employing authority.
- 4 Consultant(s) to whom responsible; names and grades of other members of the firm. Relationships with non-medical and dental staff.
- 5 Details of all clinical commitments, including visits to and duties at other establishments. Specify duration and frequency of commitments, including any obligation to stand-by in hospital, and attach proposed duty roster.

- 6 Details of any other duties, including the supervision and support of other practitioners, collaborative work under TCS paragraph 30b, teaching, administration, and research requirements and opportunities.
- 7 "So far as is consistent with the proper discharge of the above duties the postholder undertakes to deputise from time to time for absent colleagues."
- 8 "The postholder undertakes, exceptionally, to perform additional duties in occasional emergencies and unforeseen circumstances."
- 9 "The postholder undertakes, exceptionally, to be available for such irregular commitments outside normally rostered duties as are essential for continuity of patient care."

### **Continuing education**

- 10 Describe facilities for study leave, libraries and courses available locally, and arrangements for obtaining advice on continuing postgraduate medical or dental education and careers counselling.

### **Other facilities**

- 11 As appropriate, eg recreational, shopping, car parking, transport.

### **Main conditions of service**

- 12 The appointment is subject to the TCS.
- 13 Probationary period.

- 14 Salary scale and additions.
- 15 Requirements as to residence. Describe any on-call or residential accommodation offered. Circumstances in which removal expenses may be reimbursed.

### **Appointment procedures**

- 16 State requirements as to experience.
- 17 Arrangements for visits to the unit and meetings with the staff.
- 18 "The passing of a medical examination is a condition of appointment. "
- 19 Date when appointment is to be taken up.