



Executive

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ADVANCE LETTER (MD) 4/97

To: Chief Executives of:-

**Health Authorities
NHS Trusts
Prescription Pricing Authority
National Blood Authority
Dental Practice Board
Health Education Authority
Special Health Authorities**

The Director of:

**The High Security Psychiatric
Service Commissioning Board**

The Secretary of:

The Public Health Laboratory Service Board

25 July 1997

Dear Sir/Madam,

TERMS AND CONDITIONS OF SERVICE FOR THE STAFF GRADE

Summary

1. This Advance Letter notifies employers of new arrangements for the employment of staff grade practitioners employed on national terms and conditions of service. The new terms and conditions of service provide for local discretion over a substantial portion of staff grade salaries within a framework of national guidance. These arrangements are effective from 1 October 1997. Those existing terms and conditions of service provisions which apply equally to staff grade practitioners under the existing and the new arrangements remain unchanged. Where existing terms and conditions differ in their application to staff grade practitioners under the new arrangements, amendments are attached at Annex A. Detailed guidance to accompany this advanced letter is included at Annex C. A model form of offer and acceptance of contract for the staff grade is attached at Annex E. We would draw your attention to the following changes in particular:

Basis of Contract

2. The basic salary should reward a commitment of ten four hour sessions per

week (pro-rata for part-time appointments). In addition, particularly onerous workload, significant extra responsibilities or out of hours work may be recognised by extra sessions or part sessions paid on a pro-rata basis to the basic salary. Out of hours work can also be recognised within the basic 10 sessions and not necessarily via additional sessions.

Salary Scale

3. There will be a nine point salary scale divided between a number of automatic annual increments (subject to starting salary as outlined in paragraph 5) and a number of further optional points. The indicative salary scale on implementation of the new arrangements is given at Annex B. Future pay rates will be determined in the light of the recommendation of the Doctors and Dentists Review Body, and promulgated with the rates of doctors and dentist pay annually.

Optional points

4. Optional points are consolidated payments in addition to the new maximum of the staff grade scale, which may be paid at the discretion of the employer in the light of professional advice. The optional points will consist of 4 points of equal value; the top two guaranteed points of the salary scale have been converted to optional points and a further two points added. Guidelines on the criteria for optional points are attached at Annex D.

Starting salaries and future progression

5. Employers may provide a starting salary at the minimum of the scale or at any higher point. Future salary progression through the automatic annual incremental points to the maximum of the scale will be dependent on the starting salary that individual practitioners are appointed to, or the point at which they transfer to, under the new arrangements.

Transitional arrangements

6. Existing staff grade practitioners may either retain their existing terms and conditions of service during their current employment, or opt to transfer at any time to the new terms and conditions on their existing salary or, at the employer's discretion, some higher point.

Private Practice Earnings

7. The provisions of paragraphs 40-43 on private practice earnings will no longer apply to the staff grade.

Central Medical Workforce Controls

8. As outlined in EL(97)25 the national ceiling on staff grade numbers is removed. Employing authorities and trusts will be responsible for individual staff grade appointments. Employers may wish to use the opportunity afforded by the

new agreement to consider whether to offer existing non-standard grade doctors of the appropriate level the option to transfer to the new terms and conditions of service.

Job Plans

9. All staff grade doctors should have job plans setting out their main duties and responsibilities, including a work programme for the "typical" week. This job plan is subject to review each year. This annual review should provide the staff grade doctor and the consultant(s) responsible for his/her work the opportunity to discuss any problem which may have arisen and settle any changes which may need to be made to meet new circumstances or service priorities, including any reassessment of the sessional commitment deemed necessary.

Agreement

10. Following discussion in the Joint Negotiating Committee for Hospital Medical and Dental Staff, the Secretary of State has approved the revised terms and conditions of service as set out in Annex A.

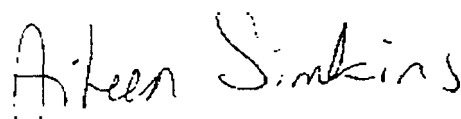
Distribution

11. Authorities are asked to make their own arrangements for any further copies they require.

Enquiries

12. Enquiries can be made by calling Karen Phelps on 01132545707.

Yours sincerely



**Miss Aileen Simkins
Head of NHS-PAY**

ANNEX A

Amendments to the Terms and Conditions of Service

Those existing terms and conditions of service provisions which apply equally to staff grade practitioners under existing and the new arrangements remain unchanged. Where existing terms and conditions of service differ in their application to staff grade practitioners under the new arrangements the changes are as follows:

Rates of pay

Insert new Paragraph 1 e:

Staff Grade practitioners who have reached the maximum point possible on the automatic incremental salary scale shall be paid optional points where the employing authority has agreed, at the rates given in Appendix 1.

Basis of Contract

Paragraph 15 remains unchanged

Paragraph 16 amended to include heading and read;

Sessional assessment

a. A whole-time practitioner may be contracted for such sessions or part sessions as required to meet the needs of the service and may be remunerated at the rate of one-tenth or pro-rata for part sessions of the appropriate basic rate for each session. The allocation of sessions or part sessions, including any additional sessions deemed necessary, shall be determined in accordance with paragraphs 16 b to e below, taking account of any guidance issued by the Department.

b. The average weekly number of sessions allocated will be assessed by reference to the work commitment specified in the practitioner's job plan and should take account of any assessment under paragraph 16 d. Contributions in the following areas should be taken into account in drawing up the job plan: out-patient clinics, ward rounds, operating procedures, investigative work, administration, teaching, participation in clinical audit, emergency visits, on-call duties. This list is not intended to be prescriptive.

c. The assessment should exclude time attributable to:

- (i) the practitioner's commitment under paragraph 15ii to iv; and to
- (ii) traveling time between the practitioner's place of residence and his

or her principal hospital

The assessment shall be rounded up to the nearest whole number of sessions, and shall be deemed to continue throughout the year regardless of the practitioner's absence on leave.

d. In assessing the allocation of sessions or part sessions for out of hours work the following factors should be taken into account:

i. where in effect staff grade doctors work for the whole time that they are on duty out-of-hours (whether compulsorily resident or not), the allocation should be no less than 1 session per 4 hour session actually worked

ii. staff grade doctors should not have their personal freedom unnecessarily restricted by being required to be compulsorily resident on-call where there is no legitimate service reason for such a requirement

iii. where a staff grade doctor is compulsorily resident on-call the allocation should normally be no less than 1 session per 4 hour session of on-call duty

iv. where in effect staff grade doctors work for a substantial proportion of the time that they are on duty out-of-hours, but where paragraphs d(i) or d(iii) do not apply, the allocation should be no less than 1 session per 6 hours of duty

e. The sessional assessment should be reviewed not less than annually via a job plan review. Where appropriate, the allocation should be revised, in consultation with the consultant and the practitioner concerned, in accordance with paragraph 16b. The salary payable shall be recalculated from the date of change, and any protection of pay shall be determined in accordance with Section 48 of the General Council Conditions of Service. In the event of failure to agree on a sessional assessment, the practitioner shall be entitled to appeal, via a local mechanism set up by the employing authority.

Paragraph 17 will now remain unallocated.

Limitation on earnings from private practice and work performed on NHS patients by separate arrangement outside the practitioner's principal contract of employment

Paragraph 42a:

Amend at beginning to read:

Whole-time practitioners in the grades of Consultant and Associate Specialist must certify annually

Paragraph 42d:

To be deleted and remain unallocated.

Increments on first appointment to a grade:

Staff grade

Paragraph 128:

Amend to read:

128. Employing authorities may appoint a staff grade practitioner at any point on the scale, including the optional points. In determining the starting salary, the employing authority shall make reference to the appropriate guidance issued by the Department and take account of the skills, experience and qualifications of the practitioner including:

- i. time spent in NHS employment, including periods of locum appointment**
- ii. equivalent service outside the NHS**
- iii. relevant qualifications obtained in postgraduate education and experience gained through research and teaching.**

ANNEX B

STAFF GRADE PRACTITIONER SALARY SCALES WITH EFFECT FROM 1 OCTOBER 1997

BASIC RATES OF PAY PER ANNUM

AUTOMATIC INCREMENTAL SCALE

	1.4.97	1.12.97
Minimum	£23,070	£23,390
Point 1	£24,960	£25,305
Point 2	£26,850	£127,220
Point 3	£28,740	£29,135
Point 4	£30,630	£31,050

OPTIONAL POINTS

Point 5	£32,520	£32,965
Point 6	£34,410	£34,880
Point 7	£36,300	£36,795
Point 8	£38,190	£38,710

ANNEX C

GUIDANCE ON THE EMPLOYMENT OF STAFF GRADE PRACTITIONERS ON NATIONAL TERMS AND CONDITIONS OF SERVICE

INTRODUCTION

This guidance is issued following discussions with the Central Consultants and Specialists Committee and NHS 'Confederation. It expands upon the information contained in Advance Letter (MD) 4/97. Where appropriate, it refers to paragraphs in the AL and Annex A (amendments to the terms and conditions of service).

BASIS OF CONTRACT

AL paragraph 2, TCS paragraph 16

The key difference between the current and the new staff grade terms of service is that the new arrangements explicitly allow doctors in the grade to undertake out-of-hours commitments. Recognition of any out-of-hours work should be made via the allocation of sessions within the main contract.

It is possible that the basic 10 sessions could incorporate the doctor's out-of-hours commitment or it might be necessary to contract additional sessions for this work. This will depend upon the work commitment of individual posts, as specified in the job plan.

Number of sessions

Under the new terms of service and subject to any legislative constraints (including any effects of 93/104/EC Council Directive on Working Time) there is no strict limit on the number of sessions that a staff doctor may work. However, it is recognised that it may be harmful to either doctors or patients for doctors to work an excessive number of hours.

Additional Sessions

AL paragraph 2, TCS paragraph 16d

Paragraph 16d of the terms of service deals with factors that should be taken into account in assessing the allocation of sessions for out-of-hours work. As an overall principle, whenever a staff doctor is on-call out-of-hours, there should be some recognition of this via the sessional allocation, however low the call out expectation. The level of work expectation should be assessed by reference to previous comparable periods of work and should be reassessed in the light of experience.

This following guidance seeks to clarify some of the terms used in paragraph 16d:

Out-of-hours work: This is work undertaken outside the routine working shifts in the trust which would normally include any work carried out after 6pm and before 8am.

When a staff doctor is resident on-call, the allocation should 'normally' be no less than 1 session per 4 hours of on-call duty: It is only in exceptional circumstances that the allocation should be less than 1 session per 4 hours. These circumstances might, for example, be when there is an very low level of work expectation and the doctor is provided with high quality residential facilities. If the expectation is very low, however, there should be a question against the need for the doctor to be resident at all.

Where a staff doctor works for a 'substantial' proportion of the time on-duty: Employers will need to establish a definition of the term 'substantial'. Generally, if a doctor is expected to work for at least half the time whilst on duty, this should be regarded as 'substantial'. For periods of on-call when the work expectation is lower, there should still be an appropriate sessional allocation in the job plan.

SESSIONAL ASSESSMENT: THE JOB PLAN

TCS Paragraph 16 b,c and e

Paragraph 16b indicates that each staff doctor should have a job plan outlining their responsibilities and workload. For newly appointed practitioners, the plan should be based upon the job description and person specification for the post and should be agreed with the practitioner before the post is accepted. The job plan should be reviewed after one year and annually thereafter. It is expected that the consultant(s) responsible for the work of the staff doctor would carry out the review with the staff doctor.

The job plan should include all the NHS duties undertaken in an average week. As paragraph 16b indicates, the plan should include out-patient clinics, ward rounds, operating procedures, investigative work, administration, teaching, medical audit, emergency visits and on-call work as calculated under paragraph 16b.

As paragraph 16e indicates, there should be an appeal mechanism for staff doctors who cannot agree on the sessional allocation. The appeal should take place via a locally agreed grievance procedure negotiated with the local negotiating committee.

STARTING SALARIES

AL Paragraph 5, TCS Paragraph 128

In making assessments under paragraph 128, trusts should ensure that the criteria used for making decisions are transparent and applied equally in all cases. Practitioners should be made aware of the proposed starting salary and the reasons for the salary level before accepting the appointment.

ANNEX D

OPTIONAL POINTS

AL Paragraph 4 and Annex D, TCS Paragraph 1e

Criteria for optional points for staff grade practitioners employed under new terms & conditions of service

The following principles should apply locally to the award of staff grade optional points:

- 1. Optional points are not seniority payments, nor automatic annual increments.**
- 2. Staff grade practitioners in all specialties and all types of posts are equally eligible to be considered for optional points, once they have reached the top of the automatic incremental scale.**
- 3. Optional points are separate and distinct from consultants' and associate specialists discretionary points. Staff doctors should therefore not be in competition with more senior colleagues when decisions are made about points.**
- 4. The normal expectations associated with staff grade practitioners must be taken into account when decisions are made about optional points. In particular, it should be recognised that a significant amount of staff doctors' time is likely to be spent in the service of patients and therefore clinical expertise and commitment to personal clinical development must be major determinants of suitability for optional points. Evidence of personal development might include obtaining higher degrees or similar qualifications whilst in the staff grade.**
- 5. To warrant payment of an optional point, staff doctors will be expected to demonstrate skills and expertise beyond what would normally be expected of a practitioner in the grade and make an above average contribution to the service.**
- 6. Progression at each step up the optional point scale will reflect an increasing quality and range of contribution made by the staff grade practitioner. To attain the maximum of the optional scale staff doctors will be expected to demonstrate an outstanding contribution to services.**
- 7. The criteria for payment of optional points should focus primarily on contributions to the quality of patient care. In judging the service contribution expected and provided, account should be taken of overall workload and workload intensity, together with staff and facilities available. Where this has not been taken into account in the basic salary, optional points provide an opportunity to recognise irregular or unsocial hours of work.**
- 8. In addition to their clinical commitment, some staff doctors make contributions in other areas that should be taken into account. The following in particular should be considered:**

| **contributions to professional and multidisciplinary team working**

- ii clinical audit
- iii administration
- iv teaching, research, innovation and improvement in the service
- v wider contribution to the work of the NHS nationally

9. In making awards of optional points, employing bodies should ensure staff doctors are treated equally, regardless of their colour, race, gender, religion, politics, marital status, sexual orientation, membership or non-membership of trade unions or associations, ethnic origin, age or disability.

Suggested procedure for decision making

- The trust should establish a mechanism to ensure that all eligible doctors are considered each year for optional points, whether or not individuals are supported by the consultant responsible for their work.
- The mechanism should involve a decision making group to consider individuals' merits. This group should have an equal number of management and staff representatives. A suggested constitution is:
 - The medical director
 - The human resources director
 - A consultant not responsible for any of the staff doctors nominated
 - A staff doctor not eligible to receive discretionary points from the employer in question
- The arrangements for deciding optional points for staff doctors are matters for the employer although staff grade doctors should be informed of the procedure involved. This should include a mechanism for ensuring professional input, for example from other staff doctors or consultants, in support of individual staff grade doctors.
- Eligible staff doctors' performance in relation to the optional points criteria should be discussed in the job plan review. As a result of the review, the responsible consultant should decide whether to support the staff doctor's case for an optional point.
- Any appeals over the non-award of optional points should be dealt with in accordance with the provisions of local procedures for handling differences about individual employee's conditions of service, after negotiations with the local negotiating committee.

OTHER ISSUES NOT COVERED BY THE ADVANCE LETTER

Continuing Professional Development & Retraining

Employers should ensure that staff doctors are able to participate fully in the continuing medical education programmed organised by medical royal colleges and

professional organisations. It is important that doctors in the grade are able to maintain and develop their skills for two main reasons. Firstly, so that they are able to contribute fully to high quality patient care and secondly so that they can, if desired, apply to return to full-time training in order to obtain a CCST. Staff doctors should be able to compete for specialist registrar posts on an equal basis with other doctors.

Staff doctors are eligible to be considered for study leave on the same basis as other senior hospital doctors under paragraph 251 of the terms and conditions of service, employers should ensure that they are not disadvantaged in relation to CME.

Flexible Working

The flexibility offered by the new terms and conditions of service should be used as an opportunity to promote alternative methods of working within the grade. In particular, opportunities for a variety of less than full time working patterns should be considered such as part-time, job-sharing and part-year contracts.

Consultant Supervision

Practitioners in the staff grade are senior hospital doctors, but ultimate clinical responsibility for the patients they treat rests with the relevant consultant. As staff doctors will display a range of clinical skills that will change with time, it is important that an appropriate level of consultant supervision is provided. The degree of direct supervision will depend on a number of factors, including the skills and experience of the individual staff doctor.

It is important for the staff doctors to know to whom they are accountable and it is essential that the consultant responsible for their work develops a mechanism for regular appraisal of the individual's skills. Staff doctors may be required to supervise junior doctors but this should only occur where it is agreed in the job plan and is within the clinical competence of the staff doctor in question.

ANNEX E

RECOMMENDED FORM OF OFFER AND ACCEPTANCE OF CONTRACT FOR HOSPITAL MEDICAL AND DENTAL STAFF IN THE STAFF GRADE

[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 [] 1.
 - 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[sl * in the relevant specialty to whom you will be responsible. Initially, you will be responsible to [] 1.
 - (c) The arrangement of your duties will be such as may be agreed with the consultant[sl * and yourself from time to time. The employing authority may subsequently nominate [an] *other consultant[sl' 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, as 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 £[] 1 a year, payable

monthly. [You will progress automatically by annual increments to f[] 1*.
[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 2(a).]*. [You will receive a London Weighting Allowance of f[]]*.

(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 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 are set out in the enclosed tenancy agreement *1*.

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 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 consultants] 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 at 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 at 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 [

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:

] * = delete as necessary.