

**STATEMENT OF PARTICULARS OF EMPLOYMENT FORMING PART OF THE CONTRACT FOR HOSPITAL MEDICAL AND DENTAL STAFF IN THE GRADES OF SPECIALTY REGISTRAR, SPECIALIST REGISTRAR, SENIOR HOUSE OFFICER, FOUNDATION HOUSE OFFICER, HOUSE OFFICER AND PRE-REGISTRATION HOUSE OFFICER AND DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE**

**Record of amendments – Volume 1**

Amendments to the terms and conditions will normally be notified to employers via a message in the NHS Workforce Bulletin.

The latest version of the terms and conditions is posted on the NHS Employers website at

<http://www.nhsemployers.org/pay-conditions/pay-conditions-467.cfm>

	Clause number	Amendment	Date Amended	Circular Number
1		<p>Replace</p> <p style="text-align: right;"><i>Annex C</i></p> <p><i>FORM OF OFFER AND ACCEPTANCE OF CONTRACT FOR HOSPITAL MEDICAL AND DENTAL STAFF IN THE GRADES OF SENIOR REGISTRAR, SPECIALIST REGISTRAR, REGISTRAR, SENIOR HOUSE OFFICER, HOUSE OFFICER AND PRE-REGISTRATION HOUSE OFFICER AND DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE</i></p> <p><i>For Specialist Registrars it will be necessary to incorporate into the model contract below, paragraphs from the previous model contract required specifically for SpRs as per AL(MD)2/96.</i></p> <p>With</p>	8 May 2007	PC (M&D) 4/2007

		<p><i>Annex C</i></p> <p><i>STATEMENT OF PARTICULARS OF EMPLOYMENT FORMING PART OF THE CONTRACT FOR HOSPITAL MEDICAL AND DENTAL STAFF IN THE GRADES OF SPECIALTY REGISTRAR, SPECIALIST REGISTRAR, SENIOR HOUSE OFFICER, FOUNDATION HOUSE OFFICER, HOUSE OFFICER AND PRE-REGISTRATION HOUSE OFFICER AND DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE</i></p> <p><i>For Specialist and Specialty Registrars it will be necessary to incorporate into the model contract below, paragraphs as appropriate from the previous model contract required specifically for SpRs as per AL(MD)2/96 or its successor.</i></p>		
2	Clause 2	<p>Replace</p> <p><i>Applicable collective agreement</i></p> <p>2. <i>Your appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) as amended from time to time [and any reference in those Terms and Conditions to an employing Authority shall be construed as if it were to include a reference to an employing Trust].*</i></p> <p>With</p> <p><i>Applicable collective agreement</i></p> <p>2. <i>Your appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) as amended from time to time [and any reference in those Terms and Conditions to an employing Authority shall be construed as if it were to include a reference to an employing Trust].*</i></p>	8 May 2007	PC (M&D) 4/2007

3	Clause 3	<p>Replace</p> <p>(c) <i>You will receive a base salary (for practitioners in posts allocated to payband FC, you will receive a pro-rata base salary) as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service.</i></p> <p>With</p> <p><i>[For staff contracted as full-time staff</i></p> <p>(c) <i>You will receive a base salary as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service.]*</i></p> <p><i>[For staff contracted as part-time staff</i></p> <p>(c) <i>You will receive a basic salary determined by your actual hours of work as a proportion of the full-time basic salary as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service, using the principles set out in 'Equitable Pay for Flexible Medical Training' (NHS Employers, 2005).]*</i></p>	8 May 2007	PC (M&D) 4/2007
4	Clause 3	<p>Replace</p> <p>(d) <i>A non pensionable supplement at payband ..... will be payable in accordance with paragraph 22 of the Terms and Conditions of Service (For rotations, banding supplements may differ for each individual post/placement).</i></p> <p>With</p> <p>(d) <i>A non pensionable supplement at payband [insert payband] will be payable in accordance with paragraph 22 of the Terms and Conditions of Service (for rotations, banding supplements may differ for each individual post/placement).</i></p>	8 May 2007	PC (M&D) 4/2007

5	Clause 3	<p>Replace</p> <p>(e) <i>Banding supplements may be altered (in accordance with paragraphs 6(e) and 7(c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal. If the payband changes, you will be issued with a letter of variation (in accordance with paragraph 7 below). Pay protection will apply in accordance with paragraph 21 of the Terms and Conditions of Service.</i></p> <p>With</p> <p>(e) <i>Banding supplements may be altered (in accordance with paragraphs 6(e) and 7(c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal and the Working Time Regulations as amended. If the payband changes, you will be issued with a letter of variation (in accordance with paragraph 7 below). Pay protection will apply in accordance with paragraph 21 of the Terms and Conditions of Service.</i></p>	8 May 2007	PC (M&D) 4/2007
6	Clause 4	<p>Replace</p> <p><i>Pay</i></p> <p>4. (a) <i>Your base salary will be £..... per annum, paid monthly [and will progress by annual increments of £..... to £..... per annum]* in accordance with the current national agreed salary scale for your grade. (These rates are subject to amendment from time to time by national agreement.) See Note 1.</i></p> <p>(b) <i>Your incremental date will be .....]*</i></p>	8 May 2007	PC (M&D) 4/2007

		<p>(c) You will receive, in addition to your base salary a supplement at the rate of .....% of your base salary for duty contracted at [Band 1 A/B/C]* [Band 2 A/B]* [Band 3]* [Band FA]* [Band FB]* as set out in Paragraph 3(d) above, which will be payable monthly. [(These rates may be amended from time to time by national agreement).]*</p> <p>With Pay</p> <p>4. a) Your base salary will be £ [insert figure] per annum, paid monthly [and will progress by annual increments to £ [insert figure] per annum]* in accordance with the current national agreed salary scale for your grade. (These rates are subject to amendment from time to time by national agreement.) See Note 1.</p> <p>b) Your incremental date will be [insert date]]*</p> <p>(c) You will receive, in addition to your base salary a supplement at the rate of .....% of your base salary for duty contracted at [Band 1 A/B/C]* [Band 2 A/B]* [Band 3]* [Band FA/FB/FC]* as set out in Paragraph 3(d) above, which will be payable monthly. (These rates may be amended from time to time by national agreement).]*</p>		
7	Clause 5	<p>Replace Pension</p> <p>For practitioners contracted to work 40 or more hours of duty per week:</p> <p>(d) Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.</p> <p>For practitioners contracted to work less than 40 hours of duty per week:</p> <p>With</p>	8 May 2007	PC (M&D) 4/2007

		<p><i>For staff contracted to work 40 or more hours of duty per week:</i></p> <p>(e) <i>Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.</i></p> <p><i>For staff contracted to work less than 40 hours of duty per week:</i></p>		
8	Clause 6	<p>Replace</p> <p>(d) <i>The Trust is required to ensure that practitioners in the HO and PRHO grades from 1 August 2001 and practitioners in the SR, SpR, R and SHO grades from 1 August 2003, comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a of the Terms and Conditions of Service.</i></p> <p>With</p> <p>(d) <i>The Trust is required to ensure that staff in all training grades comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a of the Terms and Conditions of Service, and with the requirements of the Working Time Regulations as amended from time to time.</i></p>	8 May 2007	PC (M&D) 4/2007
9	Clause 9	<p>Replace</p> <p><i>Registration and insurance</i></p> <p>9. (a) <i>You are required to be registered with the [General Medical Council]* [and]* [General Dental Council]* throughout the duration of your employment.</i></p> <p>(b) <i>You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a</i></p>	8 May 2007	PC (M&D) 4/2007

		<p>separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation. See also Note 3.</p> <p>With</p> <p><b>Registration and insurance</b></p> <p>9. You are required to be registered with the [General Medical Council]* [and]* [General Dental Council]* throughout the duration of your employment. See also Note 3.</p>												
10	Notes Para 2	<p>Replace</p> <p>2. (a) The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:</p> <table style="margin-left: 100px;"> <tr> <td>House Officer</td> <td>2 weeks</td> </tr> <tr> <td>Senior House Office</td> <td>1 month</td> </tr> <tr> <td>Registrar</td> <td>2 months</td> </tr> <tr> <td>Specialist Registrar</td> <td>3 months</td> </tr> <tr> <td>Senior Registrar</td> <td>3 months</td> </tr> </table> <p>With</p> <p>2. (a) The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:</p> <p>House Officer ..... 2 weeks</p>	House Officer	2 weeks	Senior House Office	1 month	Registrar	2 months	Specialist Registrar	3 months	Senior Registrar	3 months	8 May 2007	PC (M&D) 4/2007
House Officer	2 weeks													
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		<p><i>Foundation House Officer 1 ..... 2 weeks</i></p> <p><i>Foundation House Officer 2 ..... 1 month</i></p> <p><i>Senior House Officer..... 1 month</i></p> <p><i>Specialty or Specialist Registrar ..... 3 months</i></p>		
11	Notes Para 3	<p>Replace</p> <p>3. <i>Copies of HC(89)34 and the leaflet on indemnity arrangements issued in December 1989 (are enclosed)* [may be obtained on request]*.</i></p> <p>With</p> <p>3. <i>Copies of HC(89)34 and the leaflet on indemnity arrangements issued in December 1989 (are enclosed)* [may be obtained on request]* You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation.</i></p>	8 May 2007	PC (M&D) 4/2007
12	Notes Para 4	<p>Replace</p> <p>4. <i>Copies of the enclosure to EL(91)82 relating to standards of residential accommodation [are enclosed]* [may be obtained on request]*.</i></p>	8 May 2007	PC (M&D) 4/2007

		<p>With</p> <p>4. <i>Copies of the enclosure to HSC2000/036 relating to standards of residential accommodation [are enclosed]* [may be obtained on request]*.</i></p>		
13	Notes Para 2	<p>Replace</p> <p>2. <i>(a)..... The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:</i></p> <p><i>House Officer..... 2 weeks</i></p> <p><i>Foundation House Officer 1 ..... 2 weeks</i></p> <p><i>Foundation House Officer 2 ..... 1 month</i></p> <p><i>Senior House Officer..... 1 month</i></p> <p><i>Specialty or Specialist Registrar ..... 3 months</i></p> <p>With</p> <p>2. <i>(a) The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:</i></p> <p><i>House Officer..... 2 weeks</i></p> <p><i>Foundation House Officer 1 ..... 2 weeks</i></p> <p><i>Foundation House Officer 2 ..... 1 month</i></p> <p><i>Senior House Officer..... 1 month</i></p>	8 October 2007	NHS Workforce Bulletin Issue 83

		<p><i>Specialty Registrar (Fixed Term)..... 1 month</i></p> <p><i>Specialty or Specialist Registrar.....3 months</i></p>		
14	Clause 5	<p>Replace <i>Pension</i></p> <p>5. (a) <i>Your appointment will be pensionable and your base salary will be subject to deduction of superannuation contributions in accordance with the NHS Pension Regulations 1995 unless you opt out of the scheme. (Any supplement payable to you is not pensionable.) Details of the NHS scheme are given in the scheme guide, which is enclosed.</i></p> <p>(b) <i>There [is]* [is not]* a contracting out certificate in force for the purposes of section 3(5) of the Employment Rights Act 1996.</i></p> <p>With</p> <p><i>e.g. peripheral allowances, London Weighting]*</i></p> <p><b>Pension</b></p> <p>5. (a) <i>You will be entitled to [become] [continue to be] * [delete as appropriate] a member of a NHS Pension Scheme subject to its terms and rules, which may be amended from time to time. Details of the NHS scheme are given in the scheme guide, which is enclosed.<sup>5</sup></i></p> <p>(b) <i>You are contracted out of the State Second Pension Scheme.</i></p>	1 April 2008	PC (M&D) 2/2008
15	Clause 16	<p>Replace</p> <p><b>Grievance procedure</b></p>	15 September	NHS Workforce Bulletin

		<p>16. (a) <i>Should you have any grievance relating to your employment you are entitled to discuss the matter in the first instance with the consultant (or consultants) to whom you are responsible, and where appropriate to consult, either personally or in writing, with [insert name of the appropriate Personnel Officer], at [insert address of Personnel Offices].</i></p> <p>16. (b) <i>The agreed procedure for setting differences between you and [insert name of employing authority/Trust] where the difference relates to a matter affecting your Conditions of service is set out in section 42 of the General Whately Council Conditions of Service (or in any replacement provision which may come into force from time to time).</i></p> <p><i>With</i></p> <p><i>The grievance procedures, which apply to your employment, are set out in</i></p> <p><i>[                    ]. [Note: employing organisation to add reference to local procedures]</i></p>	2008	Issue 130
16	Clause 17	<p><i>Replace</i></p> <p><b><i>Disciplinary procedure</i></b></p> <p>17. <i>The provisions relating to disciplinary procedure appear in section 42 of the General Whately Council of Service as incorporated by paragraph 189 of the terms and Conditions of Service.</i></p>	15 September 2008	NHS Workforce Bulletin Issue 130

		<p><i>With</i></p> <p>17. <i>Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures and will be subject to the appeal arrangements set out in those procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern NHS' framework).<sup>15</sup></i></p>		
17	Notes Para 2	<p><b><i>Insert</i></b></p> <p>2 (a) <i>Speciality Registrar (Core Training).....1 month<sup>16</sup></i></p>	15 September 2008	NHS Workforce Bulletin Issue 130

***Pay and Negotiations Team  
NHS employers  
15 September 2008***