



DEPARTMENT OF HEALTH AND SOCIAL SECURITY

To Regional Health Authorities)
 Area Health Authorities) for action
 Boards of Governors)
 Community Health Councils for information

April 1981

PAY AND CONDITIONS OF SERVICE:

THE ASSOCIATE SPECIALIST GRADE

SUMMARY

This Memorandum notifies authorities of a change in the title of Medical Assistants and Assistant Dental Surgeons to "Associate Specialists" and the introduction of a maximum part-time contract for this grade.

GENERAL

1. The Joint Negotiating Committee for Hospital Medical and Dental Staff have agreed that the changes set out in this Circular shall take effect from the 1 March 1981. The principal changes within this Circular are:
 - i. Medical Assistants and Assistant Dental Surgeons will be known in future as "Associate Specialists"
 - ii. Amendments to their model contracts.
 - iii. The introduction of a maximum part-time contract for Associate Specialists, who will be paid 10/11ths of the whole time salary.

CHANGE OF TITLE

2. All posts, in the grades hitherto known as Medical Assistant or Assistant Dental Surgeon, offered after the due date, should bear the new title. References to Medical Assistants or Assistant Dental Surgeons in the terms of service will be amended to refer to Associate Specialists in future editions.

MODEL FORM OF CONTRACT AND JOB DESCRIPTION

3. Attached in the Annex is a model form of contract for practitioners in the Associate Specialist grade, to replace that attached to PM(79)11. As well as the change in title, it includes amendments in paragraphs 1 and 4(a), with reference to the status and designation of duties for the grade. Authorities are asked to follow this closely in drawing up future contracts, and, where appropriate, in amending existing contracts. Job descriptions, consistent with the seniority and specialisation of a practitioner in this career grade, should be drawn up by authorities after discussion with the Consultant or Consultants to whom the Associate Specialist will be responsible, and issued to practitioners who take up these posts.
4. Authorities should notify existing post-holders in these grades of the changes set out in paragraph 2 and 3 above, and ask them if they wish their contracts to be amended to take account of these changes. Provided that the practitioner is satisfied with the document he currently holds, there should be no need to issue a new contract, but simply to issue agreed amendments to the existing contract. If existing practitioners in the grade wish to have written job descriptions, these should be provided, based on the duties already designated to them by the Consultant or Consultants to whom they are responsible, and accepted by the Associate Specialists as a true description of their current duties. Practitioners already in post who retain their old titles will in future be bound by the same terms and conditions of service as the Associate Specialist grade.

MAXIMUM PART-TIME CONTRACT

5. Following agreement by the Joint Consultants Committee, Associate Specialists appointed to whole time posts will be able to exercise the option of a maximum part-time contract on terms similar to those agreed between the Government and the Joint Consultants Committee in 1955 and re-stated in 1961 (see Annex A to PM(79)11). From the effective date:

- i. Associate Specialist posts offered to practitioners may be done so on either a whole time or a maximum part-time basis;
- ii. Existing Associate Specialists may exercise the option to change to maximum part-time status, or vice-versa, subject, as in the case of Consultants, to the overriding needs of the service;
- iii. All future holders of maximum part-time contracts will receive 10/11ths of the whole time salary on the basis that their NHS commitment will occupy substantially the whole of their professional time, and they will undertake a minimum work commitment equivalent to 10 notional half-days.

6. Existing holders of 9 session part-time contracts whose present work commitment satisfies the criteria for a maximum part-time contract (para 5iii above) or who are prepared to increase their commitment to satisfy it may, if they give notice within a period of 4 months from the effective date of this Circular, change to a maximum part-time contract. Thereafter any change will be a matter of agreement between the Associate Specialist concerned and his employing authority, subject to the needs of the service.

7. Authorities are accordingly asked to notify all whole time and 9 session part-time Associate Specialists of the options now open to them. Where practitioners ask to exercise the choices available under paragraph 5(ii) or 6, authorities should review the contracts of these Associate Specialists in consultation with them on the basis of paragraph 5(iii) above. All maximum part-time contracts should incorporate a minimum work commitment equivalent to not less than 10 notional half-days, covering all the duties of the post and which should be assessed in the flexible way provided for in the terms of service. In assessing the minimum work commitment associated with the maximum part-time contract, they should follow the broad principles set out in Mrs Castle's letter to Dr Stevenson of 17 April 1975 (Annex B to PM(79)11) in the context of Consultants. The process of review will in the majority of cases simply amount to checking readily ascertainable facts.

8. Where a whole time practitioner applies to change to maximum part-time status, the new arrangements should begin on a mutually acceptable date. Where practitioners are exercising the option set out in paragraph 6, the authority will need to satisfy itself about the minimum work commitment. If it is agreed that the practitioner is already fulfilling the minimum requirement, then the new arrangement can be back dated to the receipt of the request for a change. Where an extra commitment is required, and agreed, the new contract should date from the time when the commitment was so increased.

PRIVATE PRACTICE

9. As indicated in paragraph 16 of PM(79)11, whole time staff in the grade of Associate Specialist are permitted to engage in private practice up to a limit of 10% of their gross whole time salary in any one financial year. It has now been agreed that paragraph 9 of PM(79)11 should apply to Associate Specialists as well as Consultants when the limit is exceeded.

CONSULTATIVE MACHINERY AND APPEALS

10. If Authorities have a need for consultative machinery, or if there are consequent appeals, in connection with the assessment of a minimum work commitment, they should follow the pattern set out in paragraphs 18 to 21 of PM(79)11, with suitable adaptations for Associate Specialists.

AMENDMENTS TO THE TERMS AND CONDITIONS OF SERVICE

11. Amendments consequential upon this Circular will be included in the revised handbook on the Terms and Conditions of Service.

REVIEW

12. This agreement will be reviewed jointly by the Health Departments and the Professions at the time a review is carried out of the arrangements set out in PM(79)11.

APPROVAL

13. This agreement has been approved by the Secretary of State under Regulation 3 of the National Health Service (Remuneration and Conditions of Service) Regulations 1951 (SI 1951 No 1373) and 1974 (SI 1974 No 296).

ACTION

14. Authorities are asked to put the provisions of this Memorandum into operation from the effective date.

From:

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File Ref MDC/1/9

Further copies of this Memorandum may be obtained (by written request wherever possible please) from DHSS Store, No 2 Site, Manchester Road, Heywood OL10 2PZ, Tel No Heywood (0706)66287 quoting code and serial number appearing at the top right hand corner.

RECOMMENDED FORM OF CONTRACT FOR ASSOCIATE SPECIALISTS (nb underlining indicates changes from previous model contract)

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 within 13 weeks of starting your employment you are notified otherwise, you will be subject to the National Health Service Superannuation Scheme and will then be contracted out of the state pension scheme. A copy of the current regulations governing the scheme may be seen at the Authority's offices and a booklet about it is attached (NHS Superannuation Scheme (England and Wales); An Explanation).

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).

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.

(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). [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 purposes 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.
9. You are entitled to the minimum periods of time off duty set out in paragraph ~~118~~²⁶ of the Terms and Conditions of Service of Hospital Medical and Dental Staff: if this entitlement cannot be accorded, you will be entitled to extra duty allowances under the conditions set out therein.
10. You are required to have full or limited registration with the General Medical/Dental Council.
11. The Authority requires you to be a fully subscribed member of a recognised professional defence organisation, or, if you have an objection to such membership on grounds of conscience or on some other grounds approved by the Secretary of State, to take out and produce to the Authority an insurance policy covering yourself in respect of any liability arising out of or in connection with your duties hereunder, and to produce to the Authority forthwith the receipts of the payment or renewal of subscriptions or premiums as the case may be.
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 XXII 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 XXXIV 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.
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

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".

EXPENSES

45. Consultants and Senior Registrar Appointments Committees are committees of the Regional Health Authority or District Health Authority for the purpose of orders made under Section 5(1) of the National Health Service Reorganisation Act 1973 and of Boards of Governors preserved by Section 15(1) and Schedule 2 of that Act. Under regulation 9, all Committee members are entitled to travelling, subsistence and financial loss allowances while engaged on Committee business. These should be paid in accordance with the National Health Service and Regional Nurse Training (Travelling Allowances etc) Determination, rather than under any other provision.

TRANSITION

46. Provision has been made under regulation 11 to cover the position of appointments already being processed when SI 1982/276 comes into force on 1 April 1982. The provision means that:-

- a. Where an authority has already properly constituted an Appointments Committee under previous regulations, but the Committee had not made a recommendation prior to 1 April 1982, then a successor authority can accept and act upon any recommendation of that Committee, to make a valid appointment.
- b. Where an Appointments Committee, prior to 1 April 1982, has made a recommendation but the authority has not yet made an appointment, it will be valid for a successor authority to act upon the recommendation of that Committee.

CIRCULARS CANCELLED

47. RHB(48)30/BG(48)9; RHB(50)78/HMC(50)76/BG(50)72; HM(66)14; HM(69)22 and HSC(1S)24 are hereby cancelled.

CIRCULATION

48. Copies of the Regulations have been sent to authorities. Further copies of the Regulations may be obtained from HMSO.

ACTION

49. Authorities should form Appointments Committees for consultants on the basis of the new regulations, and for Senior Registrars on the lines set out in this guidance. They are asked to bring the relevant paragraphs on procedure and confidentiality in this Circular to the attention of all such Appointments Committees.

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APT/1/15

Copies of this Circular may be obtained from DHSS Stores, Health Publications Unit, No. 2 Site, Manchester Road, Heywood, Lancs OL10 2PZ quoting code and serial number appearing at top right-hand corner.