

MODEL CONSULTANT CONTRACT

In the model contract, round brackets indicate where text is to be inserted, square brackets indicate 'delete as appropriate'.

(date)

Dear

Appointment of Consultant in (Specialty)

Offer of appointment

1. (a) I am instructed by the (insert name) (employer) to offer you an appointment as [full-time], [part-time,] consultant in (specialty) commencing on (date) [The appointment is forprogrammed activities per week]

(b) The date of the start of your period of continuous employment is.....For the purposes of the (section to be specified) Employment Rights Act 1996, your previous employment with (insert name of previous employer) does [not] count as part of your continuous period of employment. However for the purpose of certain NHS conditions of service, previous NHS service, not treated as 'continuous' under the provisions of the Employment Rights Act 1996, may also be reckoned for those purposes, subject to the rules set out in the Terms and Conditions of Service.

Applicable collective agreement

2.The appointment will be subject to the Terms and Conditions of Service of the Consultant Grade (Scotland) as amended from time to time. A copy is attached and an up to date version is available at the following website: www.show.scot.nhs.uk/publications

Pension

3.(a)The appointment is superannuable, unless you opt out of the NHS Superannuation Scheme (Scotland) 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 ...].

Superannuable pay will include basic salary (up to 10 programmed activities, but not any extra programmed activities above this level), on-call availability supplements, discretionary points, distinction awards, and any other pay expressly agreed to be superannuable.

(b) You are contracted out of the State Second Pension Scheme.

For consultants contracted to work less than 40 hours per week

(c) Your pensionable pay for contributions purposes will be the appropriate proportion of actual full-time pay inclusive of on-call availability supplements, discretionary points, distinction awards and any other pay expressly agreed to be superannuable'.

(d) (Insert name of employer) will make arrangements to track and record these additional hours for pension purposes.

(e) Superannuable pay will be subject to Inland Revenue limits.

Duties and responsibilities

4. Your duties and responsibilities are as defined in your job plan, which is subject to review on an annual or interim basis. The provisions relating to job planning are as set out in Section 3 of the Terms and Conditions of Service.

Principal place of work

5. Your principal place of work is, as set out in the job plan and as governed by paragraphs 3.2.9 to 3.2.13 of the terms and conditions of service.

Private practice

6. You agree that any private practice you may undertake will be governed by the Code of Conduct set out in **Appendix 8** of the Terms and Conditions of Service.

Pay

7. (a) The salary of the appointment will be that appropriate to a [full-time] [part-time] consultant appointment [assessed at (.....) programmed activities a week]. Your starting salary will be (insert commencing salary) (pay point....). Salary will be payable (monthly).

(b) Your starting seniority point will be (...). You are eligible for progression through seniority points in accordance with the provisions of Section 5 of the Terms and Conditions of Service.

(c) Your seniority date will be the anniversary of the date of appointment (.....).
Note: different date for those transferring.

(d) The availability supplement payable will be.....

(e) In addition, you will be paid the following :

(Chief Officer Supplement)

(.....Discretionary Points)

(.....Distinction Awards)

(.....Recruitment/Retention Premium)

Notice

8.The employment is subject to three calendar months' notice on either side.

Registration and insurance

9.(a)You are required to be fully registered with the General [Medical] [Dental] Council throughout the duration of your employment and be included on the Specialist Register and continue to hold a licence to practise.

(b)You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in respect of services for which you receive a separate fee) you may not be covered by the indemnity. The (insert name of employer) therefore advise that you maintain membership of a medical defence organisation. Copies of NHS Circular 1989 (PCS) 32 and NHS MEL (2000) 18 on indemnity arrangements (are enclosed) (may be obtained on request).

Residence

10.Your private residence will not be more than (specify in minutes) travelling time or (specify) miles by road from your principal place of work unless specific approval is given by the (insert name of employer) otherwise. You must be contactable by telephone.

Leave

11. (a)You will be entitled toweeks' annual leave with full pay each year.

(b) Full details of the annual leave allowance and the conditions governing this allowance is set out in **Section 7** of the Terms and Conditions of Service.

(c) Other leave arrangements are as set out in **Section 7** of the Terms and Conditions of Service.

Sickness absence

12.The provisions relating to absence by you because of sickness and the sickness allowance applicable are set out in **Section 7** of the Terms and Conditions of Service.

Disciplinary procedure

13.The provisions relating to disciplinary procedure are set out in **Section 10** of the Terms and Conditions of Service.

Delete as appropriate

(As you were employed as a consultant in Scotland prior to 1 April 2004, and your contract included a right of appeal to Scottish Ministers under the provisions of paragraph 190 of the terms and conditions of service then applying, you will continue to benefit from this right of appeal.)

(You have a right of appeal against dismissal as agreed locally between the (insert name of employer) and the local negotiating committee (LNC) for medical and dental staff.)

Grievance procedure

14.(a) Should you have any grievance relating to your employment, you are entitled to discuss the matter in the first instance with your Clinical/Medical Director/Director of Public Health and, where appropriate, to consult with (insert name of the appropriate Human Resources Officer) at (insert address of HR Officer).

(b)The agreed procedure for settling differences between you and (insert name of employer) where the difference relates to a matter affecting your Terms and Conditions of Service is set out in Section 42 of the General Whitley Council Conditions of Service (or in any replacement provision which may come into force from time to time)

Property

15.(Insert name of employer) 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.

Deductions

16.The (insert name of employer) will not make deductions from or variations to your salary other than those required by law without your express written consent.

Acceptance

17.If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this page and return it to me in the enclosed stamped addressed envelope. A second signed copy of this contract is attached, which you should also sign and retain for your future reference.

Yours sincerely

Signature.....

On behalf of.....
(insert name of employer)

.....

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

Signature

Date

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