

Understanding the employment framework

The hierarchy of employment documents

Daniel has coordinated a weekly multidisciplinary meeting for several years. His colleagues regard him as responsible for it, and the service relies on the decisions and follow-up it generates. The duty began as a short-term arrangement during a vacancy. His job description predates it, the latest timetable does not identify it and an old email says that the position will be reviewed. When Daniel asks for the work to be recognised in his job plan, a new manager replies that coordination is already covered by the general requirement to support the department. Daniel believes a long-standing agreement is being ignored. Neither has yet assembled the documents needed to decide what was actually agreed.

This chapter uses Daniel as a composite Specialty Doctor employed in England on national terms. His situation illustrates why a simple hierarchy of documents can be misleading. Legislation, collective agreements, national terms, an individual contract, a job description, a job plan and local policies do not merely occupy seven rungs on a ladder. Their effect depends on the question, incorporation, wording, timing and applicable law. A national document may supply a contractual process; a local policy may describe how to access it; an individual agreement may record the doctor's actual duties. Each can matter without deciding every aspect of the dispute.

Start by distinguishing a source of obligation from evidence of an agreement. Legislation can impose requirements that do not depend on whether the contract repeats them. Express contractual terms may be written or verbal; other terms can arise through legally recognised mechanisms. Acas explains that an employment contract is broader than the written statement of particulars and that agreement can be evidenced in several ways. This does not mean that any remembered conversation becomes binding. It means the enquiry cannot safely stop after reading one signed document.^[24]

National terms need to be linked to the individual appointment. Establish the nation, grade, contract version and any relevant amendments. Then find the wording by which those terms apply to the doctor. A colleague's contract may help identify a missing document, but it does not establish the reader's

entitlement. The same department may include doctors on different national contracts, retained historical terms and local arrangements. An employer's general description of the SAS workforce does not erase those distinctions. The document map must describe the actual appointment being examined.

For each source, write down what question it can answer. The individual contract may identify the employer and contracted commitment. The job description may explain the role's broad scope. The job plan may record agreed activities and resources. A policy may identify the person to contact and the form required. Minutes and emails may establish when an additional duty was introduced. This method is useful because it prevents a document being asked to prove more than it contains. A timetable demonstrates what was scheduled; it does not necessarily explain why an omitted duty became expected.

Daniel's first task is therefore evidential. He obtains the offer and contract, the applicable national terms, his job description, successive job plans and the original coordination correspondence. He asks whether a later agreement replaced the temporary arrangement. He checks whether the manager's policy is current and whether it actually addresses this duty. He also records the work now required, because even a clear account of the original agreement may not describe the current service. Historical entitlement and present workload are related questions, but they should be capable of separate answers.

The reader's employment document map can be a single page. For each document record its title, date, source, purpose and unresolved question. Mark whether it is signed, agreed, draft or simply informational. Add the relevant passage rather than attaching an entire archive to every email. The map is a preparation tool, not a legal opinion. Its value is that a representative, manager or adviser can see what is known and what needs interpretation. A disciplined document set usually makes a stronger starting point than a confident assertion that one document automatically overrides all the others.

National terms and local implementation

National agreements provide a framework within which local work must be organised. They cannot describe every clinic, hospital journey or educational responsibility. Local implementation is therefore necessary. It becomes problematic when the word implementation is used to conceal a change in the underlying agreement, or when a doctor treats every administrative choice as if it requires national negotiation. The useful question is what the local decision does: does it arrange an established

process, exercise an authorised discretion, seek a new agreement or conflict with a term that already applies?

Consider three examples. Requiring job plans to be submitted through a particular system may be an administrative arrangement. Scheduling the annual review within an agreed departmental cycle may organise the process. Reducing an agreed commitment or payment raises a different question about contractual authority and consent. The examples do not decide whether a particular action is lawful. They show why the reader should identify the substance of a change rather than accept its label. Calling something a rota update does not make its consequences merely administrative.

The NHS Employers England SAS repository provides national terms, model documentation and related resources, while Northern Ireland's Department of Health maintains a separate SAS contract collection. Their existence illustrates why implementation must begin with the correct national source. A form borrowed from another nation may be convenient, but its wording cannot safely be assumed to carry the same process or entitlement. For Wales and Scotland, use the national sources identified in Chapter 3 and the contract applicable to the individual doctor.^{[1][5]}

Local discretion should be identified precisely. Ask who has authority to make the decision, the criteria they apply, what evidence they need and whether a review route exists. A manager may be able to agree a timetable adjustment but need another person's approval for a funded additional role. Medical staffing may explain contractual wording while a clinical lead decides the service's proposed priorities. If the doctor sends one broad request to everyone, responsibility can become diffuse. Splitting the request into decisions with named owners makes it easier to obtain a usable answer.

In Daniel's case, the service manager can confirm that coordination remains necessary. That is not necessarily the same as authority to change the agreed job plan or establish additional remuneration. Daniel therefore asks for two linked decisions: confirmation of the expected duty and a review of how its workload is accommodated. He avoids asking the manager to recognise his seniority as an undefined whole. The narrower request preserves the substance of his concern while giving the organisation a practical route to respond. A separate progression discussion can follow if the evidence supports it.

A local procedure should also be tested against the work it is intended to support. Suppose the system allows only fixed weekly activities, while the doctor undertakes a variable annual teaching commitment. The right response is not to distort the work until it fits a screen. Ask how the

organisation records that type of commitment and where the agreed explanation will sit. Software is a means of recording an agreement, not an independent source of contractual truth. A limitation in the form should be made visible before it creates a misleading account of the role.

When local wording appears inconsistent with national terms, frame the enquiry carefully. Identify the two passages, explain the practical difference and ask which is intended to apply. For example: The local instruction appears to exclude this category of work, whereas the attached national provision appears relevant to it; please explain how the local process gives effect to the provision. This is more productive than asserting that all local policies are invalid. It also helps a representative assess whether the problem is interpretation, incomplete implementation or an actual proposed contractual change.

Keep collective and individual issues connected without merging them. If several doctors encounter the same apparent inconsistency, a recognised representative route may be more effective than repeated individual correspondence. The common question can be considered collectively while each doctor's facts remain distinct. A department-wide solution still needs to fit different contracts and working patterns. Conversely, an individual arrangement that works well for one doctor should not be described as an entitlement for every colleague unless its basis genuinely supports that conclusion.

Written particulars and incorporated documents

The document handed to a new employee is often called the contract, but it may be a statement summarising principal terms and referring elsewhere for detail. Acas distinguishes the written statement of employment particulars from the broader employment contract. In Great Britain, the main written statement is required from the start of employment, with some information permitted separately under the applicable rules. A doctor should obtain the statement promptly, but should also retrieve the terms and policies it identifies. The absence of a clause from the short document does not necessarily mean that no corresponding term exists.^[25]

Northern Ireland must be treated separately. The official nidirect guidance describes the written-statement entitlement for employees employed for more than one month and provision within two months of starting. It also explains that some particulars may be supplied through other accessible documents. These are not interchangeable with the Great Britain timetable. A reader moving between nations should use the applicable rules rather than repeating a familiar deadline from a previous appointment. For a

dispute about compliance or remedies, obtain advice under the correct jurisdiction.^[26]

Look for phrases referring to national terms, collective agreements, policies, schedules and amendments. Then request the actual documents, including the version relevant to appointment and any later changes said to apply. An intranet link may lead only to today's policy. That can be adequate for finding the current process but insufficient for understanding a decision made several years earlier. If the question concerns the introduction of a duty or removal of an allowance, the historical version and transition arrangements may be central to the explanation.

Incorporation is a legal question that may require interpretation. A document being available on the intranet does not automatically make every sentence a contractual term. Equally, labelling a policy non-contractual does not answer every question about how it may be used or whether other obligations apply. The reader should identify the relevant references and ask the employer or adviser to explain their effect. The practical skill is to recognise when the document set is incomplete, not to improvise a legal conclusion from a heading or disclaimer.

Check the personal particulars as well as the incorporated framework. Is the correct employer named? Are the grade, start date, contracted commitment, location and pay details consistent with the offer? Is earlier continuous employment recorded correctly where relevant? Are fixed-term dates and any agreed special arrangements clear? A discrepancy that appears minor can later complicate a calculation or dispute. Request correction while the recruitment record is recent, and retain the reply. It is easier to amend a wrong date at entry than reconstruct why it was accepted years later.

Build a compact document index rather than repeatedly downloading an entire policy library. Daniel's index identifies his individual contract, the national terms, relevant amendments, current job plan and the policies that bear on the disputed duty. Each entry includes the location of the original and the date he retrieved it. He keeps personal employment material securely and does not mix it with patient information. Where a document belongs to an employer's controlled system, he preserves enough detail to identify the authoritative version and obtain it through an appropriate route when needed.

The same discipline helps when an organisation says that the doctor has already agreed a change. Ask for the document, date and form of agreement relied upon. A signed acknowledgement of receiving a policy may not answer the same question as agreement to alter a term; the wording and

circumstances matter. Avoid making assumptions in either direction. The reader should leave this enquiry with a clear account of what was supplied, what was accepted, what remains disputed and which question requires individual advice. That is a much stronger position than arguing over the everyday meaning of the word contract.

When a referenced document cannot be found, record the failed search and ask the employer to supply it. Do not replace the missing source with a colleague's recollection or an undated copy from an internet discussion. If only an archived version is available, label it accordingly and identify the uncertainty it leaves. This allows useful discussion to continue without presenting an incomplete record as if it were the definitive contractual history.

Job description and job plan

The job description and job plan should tell compatible stories at different levels of detail. The description explains the broad purpose of the appointment, principal responsibilities and organisational relationships. The plan connects the current work to time, objectives, resources and review. A description may remain broadly accurate while the timetable needs revision. Conversely, a changing service can alter the role so substantially that adjusting individual sessions is no longer enough. The reader needs to ask which document has become inaccurate and what decision will correct it.

Daniel's coordination duty illustrates the difference. His job description includes participation in multidisciplinary care, but it does not identify responsibility for arranging the meeting, reviewing referrals beforehand and following unresolved actions. His timetable allocates attendance at the meeting but not the associated work. The manager's reference to multidisciplinary participation therefore answers only part of the question. Daniel can acknowledge that the duty fits the department's purpose while showing that its full delivery is not represented. The disagreement becomes easier to examine once scope and allocation are separated.

A broad duty clause should not be read as a measurement tool. Saying that a doctor will contribute to teaching does not establish how much teaching is required, who the learners are or what clinical work is displaced. Equally, the absence of a task from a weekly grid does not automatically prove that it falls outside the role. The documents and the actual agreement need to be read together. Chapter 6 explains how to construct a job plan that accounts for complete activities rather than treating only visible patient contact as work.

Start a reconciliation by describing a representative cycle. Identify recurring duties, less frequent commitments, associated administration, travel and predictable interruptions. Compare this account with the job description and plan. Mark each difference as an omission, a changed frequency, a changed level of responsibility or a new proposal. These categories help determine the next discussion. An omitted established duty may need accurate recording; an increased frequency may need workload review; a new responsibility may require an explicit agreement about scope, authority and resources.

Be clear about evidence. A work diary can demonstrate that a task occurs and how long it takes under observed conditions. It does not by itself determine the contractual allocation or prove that the task should continue. A clinic letter may evidence clinical work, but confidential patient material should not be circulated merely to support a timetable discussion. Aggregated activity, schedules and non-identifying examples are usually a better starting point. The evidence should illuminate the employment question without creating a separate information-governance problem.

Daniel proposes a short review period with a record of preparation, meeting time and follow-up. He asks colleagues to confirm the coordination responsibilities rather than certify a preferred number of sessions. The service then has options. It may allocate time, redistribute part of the work, provide administrative support or redesign the meeting. Each option has consequences that can be discussed openly. The objective is not necessarily to preserve every existing activity exactly as it is. It is to agree a feasible account of what the service needs and who will deliver it.

Record the outcome in the appropriate place. A change of timetable should appear in the agreed plan. A substantial new responsibility may also need a revised description or appointment record. A temporary arrangement should include its duration, review and what happens if the circumstances persist. Send a short confirmation after the meeting and invite correction of factual errors. Avoid treating silence as a universal substitute for agreement. Where the process requires formal approval, identify that step and ensure the document is not described as agreed before it has been completed.

Once the documents align, use them consistently. The appraisal scope should reflect the actual role, a portfolio entry should explain the doctor's contribution and a development request should acknowledge the available time. Consistency does not mean copying the same paragraph into every system. It means that the systems describe the same professional reality. An accurate job plan cannot do every other process's work, but it prevents the

doctor from repeatedly explaining why the employment record understates responsibilities that colleagues already regard as established.

Custom practice and informal arrangements

Many NHS services depend on arrangements that began informally. A colleague agrees to cover a session, a doctor develops an educational meeting or a team adopts a useful pattern without immediately revising every document. Informality can make cooperation possible. The risk arises when the arrangement continues, the original participants leave and people disagree about what it now means. The fact that work has been done for years is relevant evidence. It is not a universal rule that repetition creates a permanent entitlement or an unlimited obligation.

Acas explains that a practice can sometimes become an implied contractual term through custom and practice. Its guidance identifies considerations including being generally known, reasonable and sufficiently certain, and warns that a practice cannot override a contradictory written term merely by repetition. Whether a particular arrangement has contractual effect is fact-sensitive. A doctor should therefore avoid announcing that custom and practice conclusively settles a dispute before the documents and history have been examined. The useful starting point is a careful account of what happened and what each party understood.^[27]

For Daniel, the original email matters because it described temporary coordination pending review. The years that followed matter too. Was the duty expressly renewed? Did a later job plan recognise it? Was additional time provided elsewhere? Did the doctor periodically request review? Did the employer communicate that it was discretionary or conditional? A complete chronology may support several interpretations. The handbook cannot decide the legal effect of those facts. It can help Daniel preserve them and avoid weakening his account by omitting material that does not immediately support his preferred conclusion.

Separate evidence of performance from evidence of agreement. Meeting minutes show that Daniel chaired meetings. They may not show what was agreed about time or remuneration. A payroll entry shows a payment but may not explain whether it was permanent, discretionary or linked to another duty. An email from a manager may be important, but their authority and the wording remain relevant. Collecting documents by function helps an adviser identify what each establishes. A large bundle without that explanation can make a straightforward issue unnecessarily difficult to assess.

There is also a practical question independent of historical entitlement: what should happen next? A service can acknowledge that the record is poor and still agree a workable future arrangement. Daniel might seek a prospective job-plan correction while reserving a separate question about the earlier period for advice. Another doctor might prefer a planned handover of the duty. These options should be expressed clearly so that resolving one issue does not accidentally appear to settle every other issue. Where rights or past payment are in question, wording and timing may require individual representation.

Temporary agreements are easier to manage when their limits are recorded at the outset. State the reason, duty, expected duration, support, review date and person who will decide continuation. If the arrangement involves extra work, identify what is being changed elsewhere and any separately agreed payment. If circumstances persist beyond the planned review, arrange another decision rather than allowing the date to disappear. A useful record can be brief. The essential feature is that another person can later understand what the parties intended without reconstructing a conversation from memory.

Goodwill should also be distinguished from permanent availability. Helping during an exceptional problem does not by itself define a sustainable service model. If exceptional requests recur, record the pattern and discuss what it reveals about staffing or workflow. The immediate response to a clinical need and the subsequent employment discussion belong to different timescales. The doctor should continue to act professionally while seeking advice on any proposed change in duties. Abruptly withdrawing from established responsibilities without an agreed safe arrangement can create risks that obscure the underlying legitimate concern.

The aim is not to eliminate informal professional cooperation. It is to recognise when an arrangement has become important enough to need a durable record. A service that depends on one person's memory or goodwill has a continuity problem as well as a workload problem. Writing down the responsibility, resources and cover makes it easier for colleagues to support the work and for a successor to inherit it. Proper documentation protects the useful contribution from becoming either invisible labour or an expectation nobody can explain.

When policies change

A new policy can alter the practical experience of a job even when the underlying national contract has not changed. A different rota process,

study-leave route, travel arrangement or approval system may affect access, workload and timing. Begin by establishing what has actually changed. Obtain the previous and current versions, publication and effective dates, the approving body and any transition guidance. A circulated draft is not necessarily an operative policy. A recently uploaded document may reproduce an older agreement. Date control prevents a discussion being built around the wrong version.

Then identify the nature of the change. Does it change administration, expectations within an existing agreement or a contractual term? Does it apply to all doctors, only certain contracts or new appointments? Does it preserve existing individual arrangements? Acas guidance on contract changes emphasises agreement and consultation. Where a contractual flexibility clause is relied upon, its guidance also stresses reasonable use, consultation and notice; broad wording does not supply unlimited authority. The specific contractual effect should be assessed with appropriate advice rather than inferred solely from the employer's description.^{[28][29]}

Imagine that Daniel's employer introduces a single online approval route for educational activity. The administrative change may be sensible, but it could create a problem if his established teaching commitment is automatically treated as optional leave. He identifies the consequence, attaches the relevant appointment record and asks how the system will distinguish an agreed duty from a new request. His argument does not depend on rejecting the software. It depends on preserving an accurate interpretation of the work when the recording process changes.

Consider the effect on different working patterns. A deadline or meeting time may be convenient for full-time colleagues but difficult for someone whose agreed days differ. A policy that assumes one base may overlook cross-site work. A digital process may require adjustments for accessibility. In Great Britain, reasonable-adjustment duties are addressed through the Equality Act framework described by Acas; Northern Ireland uses its own equality law. The practical enquiry should identify the disadvantage and a workable response, while individual legal questions go to the appropriate adviser.^[23]

Consultation is most useful when it describes consequences and alternatives. Instead of saying that a proposal is unacceptable, explain what it would require, which existing agreement is affected and what alternative would achieve the service aim. For example, a proposed earlier start across all sites may create a handover gap elsewhere in a doctor's existing schedule. A response that identifies the gap and proposes a revised sequence helps the

organisation evaluate the change. It also records that the concern is about delivery, rather than an unexplained resistance to anything new.

Ask how existing arrangements will transition. If an allowance, approval or working pattern has a stated end date, establish whether the policy changes the review process or the substantive position. If a doctor has an individual adjustment, confirm how it will be preserved or reviewed. If training is required for a new system, ask when it will be available and what happens before access is functional. Transition details often determine whether a reasonable proposal causes avoidable disruption. They deserve explicit agreement rather than being left to the first person who encounters a problem.

In Northern Ireland, nidirect provides separate guidance on changing employment conditions, including agreement, consultation and obtaining advice where changes are disputed. Its discussion should not be substituted with assumptions about Great Britain procedures or remedies. Whatever the jurisdiction, do not assume that an internal appeal or grievance protects every external deadline. If pay is reduced, duties materially altered, dismissal threatened or a settlement proposed, seek advice promptly. Continuing to work, refusing a change or resigning can each have consequences that general handbook wording cannot safely resolve for an individual.^[30]

When the outcome is agreed, obtain a usable record. It should state the decision, effective date, any temporary provisions and which document is amended. Update the employment map and retain the superseded version for the historical record. A meeting that ends with everyone apparently understanding the position can still produce different interpretations later. A short written confirmation gives both sides an opportunity to correct that mismatch while the discussion is recent. It also makes the change comprehensible to a new manager, payroll officer or representative who was not present.

Resolving uncertainty

The aim of document work is a decision, not an ever-growing archive. Once the relevant material has been gathered, frame the problem in a paragraph. State the current arrangement, the discrepancy, the practical consequence and the resolution sought. For Daniel, the question is that coordination of the weekly meeting is required and recurrent, but the agreed plan appears to omit preparation and follow-up. He asks for confirmation of the role and a review of how the work is accommodated. The historical question about

earlier arrangements is identified separately, with the relevant chronology attached.

Use a discrepancy log sparingly. Each entry should contain the issue, supporting document or evidence, date raised, person responsible, response and next action. Avoid recording every frustrating exchange as if all were equally important. Prioritise matters that affect safe work, pay, contractual commitment or a time-sensitive decision. If an issue is resolved, mark the outcome and close it. A log should reduce the cognitive burden of uncertainty. If it becomes a record of grievance without a decision route, it is no longer doing its intended job.

The first approach can often be informal and specific. A useful formulation is: I may be missing a later agreement; the documents I hold show the following position, while the current instruction appears different. Please confirm the basis of the instruction and whether the attached record needs correction. This wording leaves room for a missing document without conceding the point. It asks for evidence and a decision. It also avoids attributing motives that the doctor cannot establish and that would make an ordinary clarification unnecessarily adversarial.

Prepare for the meeting by identifying the smallest useful outcome. That may be agreement on the facts, an interim safe arrangement, referral to the correct decision-maker or a timetable for review. Not every issue can be resolved by the person attending the first conversation. Ask them to identify the next route rather than accepting that they cannot help as the end of the matter. Record what has been agreed and what remains open. If a decision is deferred, establish the information needed and the date on which it will return for consideration.

Use advice selectively but early enough to matter. A straightforward missing document may be resolved through medical staffing. A disputed contractual interpretation may need a recognised union or employment adviser. An issue involving clinical responsibility or a regulatory investigation may also require a medical defence organisation. These advisers perform different functions, and one may not cover every aspect. Acas provides employment information and conciliation services for Great Britain; the Labour Relations Agency is the corresponding starting point for employment-relations advice in Northern Ireland. Identify jurisdiction before choosing the route.^[31]

If formal action becomes necessary, obtain advice on the correct process and deadlines rather than treating every disagreement as a grievance. A job-plan dispute, pay decision, contractual change and disciplinary matter may have distinct routes. State the remedy sought and provide a proportionate

bundle. Avoid sending confidential clinical records or unnecessary information about colleagues. Do not rely on the existence of an ongoing internal conversation to postpone checking legal time limits. The appropriate adviser can explain which action preserves the position while a practical resolution is still being sought.

Daniel's eventual discussion produces a clearer prospective arrangement. The service confirms the coordination duty, agrees to assess the associated work and identifies which administrative tasks can move elsewhere. This is an illustrative outcome, not a prediction that every employer will respond similarly. The unresolved historical issue remains available for separate advice. What has improved is the quality of the decision: the parties now know which facts they share, what each document establishes and what still needs interpretation. That is a meaningful achievement even before every disputed point has been settled.

After a resolution, check implementation once. Has the revised plan reached the system used by the department? Has payroll received any authorised change? Has the person taking over a task understood the agreed boundary? A decision can be correctly recorded yet incompletely implemented. Identify the missing operational step without reopening every settled point. If the implementation differs from the agreement, raise that specific discrepancy and attach the decision record. This final check turns a successful discussion into a change the doctor and service can actually rely on.

Before leaving the chapter, test the method on one uncertainty in your own role. Can you name the governing document set, distinguish fact from inference and state the decision you need in two sentences? Can you identify the person authorised to answer and the point at which individual advice is necessary? If not, begin with the missing information. The employment framework becomes manageable when broad frustration is converted into a precise question supported by the right evidence. The following chapters use that method to examine the work itself, its allocation and the consequences when the agreed plan and service reality diverge.