

**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)**

**Record of Amendments**

Amendments to the Terms and Conditions (TCS) will normally be notified to employers via a message in the NHS Workforce Bulletin.

|   | <b>Paragraph no.</b> | <b>Amendment</b>   | <b>Date amended</b> | <b>Circular number</b>      |
|---|----------------------|--|---------------------|-----------------------------|
| 1 | Paragraph 133.c.     | <p>Addition of Paragraph 133.c.</p> <p><b><u>Promotion Increase</u></b></p> <p>133.c.</p> <p>Where a practitioner in their previous appointment has been paid on one of points 3, 4 or 5 of the Senior House Officer scale for a period of more than five months immediately prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.</p> | 1 December 2002     | Advance Letter (MD) 06/2002 |
| 2 | Paragraph 22.a.iv.   | <p>TCS said: 'see Guidance xxx'</p> <p>Changed to:</p> <p>'see Junior Doctors Contract: A general guide to the new pay system'</p>   | 10 January 2003     | N/A                         |

|   |                 |   |                       |     |
|---|-----------------|---|-----------------------|-----|
| 3 | Paragraph 25.b. | TCS said: 'same rate as that payable under paragraph 37'<br><br>Changed to:<br><br>'same rate as that payable under paragraph 25(a)'<br><br>to reflect the correct paragraph renumbering due to the combining of the TCS.   | 10<br>January<br>2003 | N/A |
| 4 | Paragraph 25.c. | TCS said: 'he or she is eligible for an allowance under sub-paragraph (a) above'<br><br>Changed to:<br><br>'he or she is eligible for an allowance under sub paragraphs (a) and (b) above'<br><br>to reflect correct paragraph renumbering due to the combining of the TCS. | 10<br>January<br>2003 | N/A |
| 5 | Paragraph 78    | TCS said: 'excluding any notional half-day contracted under paragraph 16'<br><br>Changed to:<br><br>'excluding any notional half-days contracted under paragraph 14'<br><br>to reflect correct paragraph renumbering due to the combining of the TCS.                       | 10<br>January<br>2003 | N/A |
| 6 | Paragraph 129   | TCS said: 'in excess of two spent as a registrar', which was a typo.<br><br>Changed to:   | 10<br>January<br>2003 | N/A |

|   |                     |   |                 |   |
|---|---------------------|---|-----------------|---|
|   |                     | 'in excess of three spent as a registrar'   |                 |   |
| 7 | Paragraph 133.c.    | <p>TCS said: 'Where a practitioner in their previous appointment has been paid on one of points 3, 4 or 5 of the Senior House Officer scale for a period of more than five months immediately prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.'</p> <p>Changed to:</p> <p>'Where a practitioner has been paid on one of Points 3, 4 or 5 of the Senior House Officer scale for a period of five months or more in their last appointment prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.'</p> <p>to reflect the amended wording in AL (MD) 6/02.</p> | 10 January 2003 | Advance Letter (MD) 06/2002 (Amended version) |
| 8 | Paragraph 189       | <p>TCS said: 'Section 40 of the General Council Conditions of Service shall apply subject to the reservations set out in paragraph 1 thereof'</p> <p>Changed to:</p> <p>'Section 42 of the General Council Conditions of Service shall apply subject to the reservations set out in paragraph 2 and 3 thereof'</p> <p>to reflect current relevant General Council paragraph numbering.</p>  | 10 January 2003 | N/A   |
| 9 | Paragraph 190.c.ii. | TCS had an * which refers to footnote which stated 'Section 40 of the General Whitley Council Terms and Conditions'   | 10 January 2003 | N/A   |

|    |                     |  |                 |                            |
|----|---------------------|--|-----------------|----------------------------|
|    |                     | <p>Changed to:</p> <p>'Section 42 of the General Whitley Council Terms and Conditions'</p> <p>to reflect current relevant General Council paragraph numbering.</p>   |                 |                            |
| 10 | Paragraph 297.a.    | <p>TCS had an * which should refer to footnote.</p> <p>Footnote reinstated as:</p> <p>'* 30 March 1976 for practitioners holding part time appointments on 30 March 1976'</p>  | 10 January 2003 | N/A                        |
| 11 | Paragraph 313.a.vi. | <p>TCS said: 'A candidate to whom sub-paragraph 313.a.v. does not apply may not be'</p> <p>Changed to:</p> <p>'A candidate to whom sub-paragraph 313.a.v does not apply shall not be'</p> <p>to reflect wording in AL (MD) 4/98.</p>   | 10 January 2003 | Advance Letter (MD) 4/1998 |
| 12 | Paragraph 21        | <p>The following paragraphs were added as a continuation of Paragraph 21</p> <p><b>Backdating of Pay on Re-Banding after Monitoring</b></p> <p>o) When following a change of house a rota is properly monitored to be in a higher band than demonstrated by previous valid monitoring, backdating of pay will apply to those doctors currently in post and will not apply to former postholders regardless of when previous monitoring took place, unless former postholders have formally raised concerns and requested monitoring but where that has not taken place. In such cases where the later valid monitoring confirms the concerns of the former postholders, they should receive back pay at the higher rate from the date of the request</p> | 6 February 2004 | Advance Letter (MD) 4/2003 |

|    |           |  |   |         |
|----|-----------|--|---|---------|
|    |           | <p>for monitoring to the end of the placement.</p> <p>p) In the event of a rota, without any change in working pattern, being shown to belong in a higher pay band as a result of a valid monitoring round, pay at the higher level shall be backdated to the point three calendar months after the first day of the previous successful monitoring round, i.e. that which most recently showed the lower pay band, except:</p> <ul style="list-style-type: none"> <li>• where there are postholders who have taken up their posts after the previous valid monitoring round, for whom the most recent round is also their first one in their current post, in which case their pay increase will be backdated to their first day in the post;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• when there have been intervening attempts by the trust to monitor, which the trust can demonstrate to have been done in accordance with good practice guidelines and which have not been successful despite the proven best efforts of the trust, in which case pay shall be backdated to the first day of the valid monitoring exercise which led to the rota being shown for the first time to belong in a higher pay band.</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• where a valid monitoring round which has been requested by the doctors in post demonstrates an increase in the pay band, when backdating will be to the date of the request to monitor if this is less than three calendar months from the first day of the previous successful monitoring round.</li> </ul> <p><b>Notification of Posts becoming Compliant</b></p> <p>q) Where a previously non-compliant rota is shown on valid monitoring to fall into a compliant pay band, an employer shall notify the doctors on that rota of the change in writing, and salaries at the protected level of band 2A shall be paid from the first day of the month following that in which notification was made. An employer cannot require repayment of any salary paid at the higher band prior to the last day of the month in which formal notification was given.</p> |   |         |
| 13 | Paragraph |  | 6 | Advance |

|    |                  |  |                  |   |
|----|------------------|--|------------------|---|
|    | 209              | <p>Paragraph 209 was amended to read:</p> <p><b><u>Leave years</u></b></p> <p>209 With the exception of CMOs on the first five points of the salary scale and practitioners in the staff grade other than those mentioned in paragraph 205, whose leave year will run from 1 November to 31 October, the leave year of practitioners (other than locums) referred to in paragraphs 205 and 206 shall run from their incremental date for salary purposes, or its anniversary where the practitioners are on the maximum of the scale, or the anniversary of the date of the appointment where there is no incremental progression. Practitioners previously conditioned to a different leave year may retain existing arrangements for the duration of their current post.</p> | February 2004    | Letter (MD) 4/2003  |
| 14 | Paragraph 112.d. | <p>TCS said: 'Provision for protection of salary in paragraph 131' which was an error as the reference had not been updated following a previous renumbering of a section of the TCS.</p> <p>Changed to:</p> <p>'Provision for protection of salary in paragraph 132'</p>  | 17 February 2005 |   |
| 15 | Paragraph 189    | <p><b>DISCIPLINARY PROCEDURES</b></p> <p>Replace</p> <p>Section 42 of the General Council Conditions of Service shall apply subject to the reservations set out in paragraph 2 and 3 thereof.</p> <p>With</p> <p>189.a. In England, wherever possible, any issues relating to conduct and capability should be identified and resolved without recourse to formal procedures. However, should an employing authority consider that a practitioner's conduct and capability may be in breach of the authority's code of conduct, or that the practitioner's professional competence has been called into question, the matter will be resolved through the authority's disciplinary or capability procedures (which will</p>  | 17 February 2005 | Interchange alert 264 - <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPA">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPA</a> |

|    |                |   |                  |   |
|----|----------------|---|------------------|---|
|    |                | <p>be consistent with the 'Maintaining High Professional Standards in Modern NHS' framework), subject to the appeal arrangements set out in those procedures. Any allegations of misconduct against, or capability concerns about, a doctor or dentist in a recognised training grade should be considered initially as a training issue and dealt with via the educational supervisor with close involvement of the postgraduate dean from the outset..</p> <p>189.b. In Wales section 42 of the General Council Conditions of Service shall apply subject to the reservations set out in para 2 and 3 thereof.</p>  |                  | <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPAmpGBrowseDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">mpGBrowseDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a>   |
| 16 | Paragraph 190a | <p><b>TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL</b></p> <p>Replace</p> <p>190.a. Subject to sub-paragraph (c), a consultant, SHMO, SHDO, AS, child psychiatrist appointed to a personal substantive grade under circular HC(79)7, senior clinical medical officer, senior medical officer (community medicine), clinical medical officer on or above the 6th point of the salary scale or hospital practitioner who considers that his or her appointment is being unfairly terminated may appeal to the Secretary of State against the termination by sending to the Secretary of State a notice of appeal at any time during the period of notice of termination of his or her appointment.</p> <p>With</p> <p>190.a. In Wales only (this paragraph does not apply in England from 17 February 2005), subject to sub-paragraph (c), a consultant, SHMO, SHDO, AS, child psychiatrist appointed to a personal substantive grade under circular HC(79)7, senior clinical medical officer, senior medical officer (community medicine), clinical medical officer on or above the 6th point of the salary scale or hospital practitioner who considers that his or her appointment is being unfairly terminated may appeal to the Secretary of State against the termination by sending to the Secretary of State a notice of appeal at any time during the period of notice of termination of his or her appointment.</p> | 17 February 2005 | <p>Interchange alert 264</p> <p><a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPAmpGBrowseDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPAmpGBrowseDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a></p> |
| 17 | Contents       | <p>Replace</p> <p>SUPPLEMENT: Terms and conditions of service for doctors undertaking sessional work in the community health service, providing medical services to local authorities under the collaborative arrangements and undertaking medical examinations of prospective NHS employees</p>  | 1 June 2005      | Pay Circular (M&D) 3/2005   |

|  |  |              |   |  |  |
|--|--|--------------|---|--|--|
|  |  | APPENDIX I   | Please see the latest Advance Letter, which deals with pay and conditions of service, available on the Department of Health website at <a href="http://www.doh.gov.uk/publications/coinh.html">www.doh.gov.uk/publications/coinh.html</a>   |  |  |
|  |  | APPENDIX II  | Application of General Whitley Council Agreements   |  |  |
|  |  | APPENDIX III | Application of General Whitley Council Agreements by Subject Matter   |  |  |
|  |  | APPENDIX IV  | Please see the latest Advance Letter, which deals with fees and allowances payable to doctors for sessional work, available on the Department of Health website at <a href="http://www.doh.gov.uk/publications/coinh.html">www.doh.gov.uk/publications/coinh.html</a>   |  |  |
|  |  | APPENDIX V   | Index to Examples of Category 1 and 2 Items of Service  |  |  |
|  |  | INDEX        | Index to Terms and Conditions by Subject Matter   |  |  |
|  |  | With         |   |  |  |
|  |  | SUPPLEMENT:  | Terms and conditions of service for doctors undertaking sessional work in the community health service, providing medical services to local authorities under the collaborative arrangements and undertaking medical examinations of prospective NHS employees  |  |  |
|  |  | APPENDIX I   | <u>England</u><br>Please see the latest Pay Circular, which deals with pay and conditions of service, available on the NHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycirculars.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculars.asp</a> |  |  |



|    |              |  |        |     |
|----|--------------|--|--------|-----|
|    |              | <p><u>Wales</u><br/>Please see the latest Advance Letter, which deals with pay and conditions of service, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a></p> <p>APPENDIX II<br/>Application of General Whitley Council Agreements</p> <p>APPENDIX III<br/>Application of General Whitley Council Agreements by Subject Matter</p> <p>APPENDIX IV<br/><u>England</u><br/>Please see the latest Pay Circular, which deals with fees and allowances payable to doctors for sessional work, available on the NHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp</a></p> <p>Wales<br/>Please see the latest Advance Letter, which deals with fees and allowances payable to doctors for sessional work, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a></p> <p>APPENDIX V<br/>Index to Examples of Category 1 and 2 Items of Service</p> <p>APPENDIX VI(i)<br/>[Temporary Insertion] Maternity Leave and Pay</p> <p>APPENDIX VI(ii)<br/>[Temporary Insertion] Employment Break Scheme</p> <p>INDEX<br/>Index to Terms and Conditions by Subject Matter</p> |        |     |
| 18 | Introduction | INTRODUCTION   | 1 June | Pay |

|    |     |  |             |                           |
|----|-----|--|-------------|---------------------------|
|    |     | <p>Replace</p> <p>i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in England and Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Secretary of State and the medical and dental professions as at 1 September 2002.</p> <p>With</p> <p>i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in England and Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Secretary of State and the medical and dental professions as at 1 June 2005.</p>            | 2005        | Circular (M&D) 3/2005     |
| 19 | 200 | <p><b><u>RETIRING AGE</u></b></p> <p>200.a. When a practitioner reaches age sixty-five, the practitioner's employment shall come to an end. If the employing authority consider it would be in the interests of the service, however, they may offer to extend the practitioner's contract for one year or any lesser period, and so from time to time until age seventy.</p> <p>b. Practitioners aged sixty-five or over may be employed as locums for periods no longer than a year at a time.</p> <p>c. No authority shall employ a practitioner aged seventy or over unless all the following requirements are satisfied:</p> <p>i. the period of employment is for two months or less;</p> <p>ii. there is a pressing need for the appointment and the need cannot be met from a regular appointment;</p> | 1 June 2005 | Pay Circular (M&D) 3/2005 |

|    |      |  |             |                           |
|----|------|--|-------------|---------------------------|
|    |      | <p>iii. there will be a breakdown in service if the appointment is not made;</p> <p>iv. the authority is satisfied that the practitioner is suitably qualified and is fit, both mentally and physically to undertake the duties of the post;</p> <p>v. the practitioner is not employed for more than two months in any 9 month period.</p> <p>With</p> <p><b><u>RETIRING AGE</u></b></p> <p>200. Unallocated.</p>   |             |                           |
| 20 | 214. | <p>Replace</p> <p><b><u>Public holidays</u></b></p> <p>214. The leave entitlements of practitioners in regular appointments are additional to ten days' statutory and public holidays to be taken in accordance with Section 2 of the General Council Conditions of Service, as amended, or days in lieu thereof. In addition, a practitioner who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9 am on a statutory or public holiday should receive a day off in lieu. Where the needs of the service permit, locums should be allowed statutory and general national holidays or days in lieu in the same way as practitioners in regular appointments.</p> <p>With</p> <p><b><u>Public holidays</u></b></p> <p>214. The leave entitlements of practitioners in regular appointments are additional to eight public holidays and two statutory holidays or days in lieu thereof. The two statutory holidays may, by local agreement, be converted to a period of annual leave. In addition, a practitioner who in the course of</p> | 1 June 2005 | Pay Circular (M&D) 3/2005 |

|    |            |   |             |                           |
|----|------------|---|-------------|---------------------------|
|    |            | his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9 am on a statutory or public holiday should receive a day off in lieu. Where the needs of the service permit, locums should be allowed statutory and general national holidays or days in lieu in the same way as practitioners in regular appointments.   |             |                           |
| 21 | 260        | <p>Replace</p> <p><b><u>Special leave with and without pay</u></b></p> <p>260. The provisions of Section 3 of the General Council Conditions of Service shall apply, with the following qualifications:</p> <p>With</p> <p><b><u>Special leave with and without pay</u></b></p> <p>260. Special leave for any circumstances may be granted (with or without pay) at the discretion of the employing authority, with the following qualifications:</p> | 1 June 2005 | Pay Circular (M&D) 3/2005 |
| 22 |            | <p>Replace</p> <p><b><u>Maternity leave</u></b></p> <p>261. The provisions of Section 6 of the General Council Conditions of Service shall apply.</p> <p>With</p> <p><b><u>Maternity leave</u></b></p> <p>261. The provisions listed temporarily at Appendix IV(i) shall apply.</p>   | 1 June 2005 | Pay Circular (M&D) 3/2005 |
| 23 | Appendix 1 | Replace   | 1 June      | Pay                       |

|    |             |  |             |  |
|----|-------------|--|-------------|--|
|    |             | <p><b>APPENDIX I</b></p> <p>Please see the latest Advance Letter which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on the Department of Health website at <a href="http://www.doh.gov.uk/publications/coinh.html">www.doh.gov.uk/publications/coinh.html</a></p> <p>With</p> <p><b>APPENDIX I</b></p> <p><b>England</b><br/>Please see the latest Pay Circular which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on the NHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp</a></p> <p><b>Wales</b><br/>Please see the latest Advance Letter, which deals with pay and conditions of service, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a></p> | 2005        | Circular (M&D) 3/2005  |
| 24 | Appendix II | <p>Delete</p> <p>“3 SPECIAL LEAVE 260”<br/>(subject to the qualifications set out in paragraph 260)</p> <p>“6 MATERNITY LEAVE 261”</p> <p>“40 DISCIPLINARY PROCEDURES<br/>(Subject to the qualifications set out in paragraph 1 thereof)”</p>  | 1 June 2005 | Pay Circular (M&D) 3/2005 and Interchange alert 264<br><a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications">http://www.dh.gov.uk/PublicationsAndStatistics/Publications</a> |

|    |              |  |             |   |
|----|--------------|--|-------------|---|
|    |              | <p>Inserted</p> <p>“NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).”</p> <p>“NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup><br/> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a> “</p>   |             | <p><a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a></p>   |
| 25 | Appendix III | <p>Deleted</p> <p>“MATERNITY LEAVE 6”</p> <p>“SPECIAL LEAVE 3 *”</p> <p>“DISCIPLINARY PROCEDURES 40*”</p> <p>Inserted</p> <p>“NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).”</p> <p>“NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup><br/> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a></p> | 1 June 2005 | <p>Pay Circular (M&amp;D) 3/2005 and Interchange alert 264</p> <p><a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a></p> |

|    |                       |  |             |                           |
|----|-----------------------|--|-------------|---------------------------|
| 26 | Appendix IV           | <p>Replace</p> <p>Please see the latest Advance Letter which deals with fees and allowances payable to doctors for sessional work in the community health services, medical services to local authorities (under collaborative arrangements), medical examinations of prospective National Health Service employees, and notification of infectious diseases and food poisoning. This is available on the Department of Health website at <a href="http://www.doh.gov.uk/publications/coinh.html">www.doh.gov.uk/publications/coinh.html</a></p> <p>With</p> <p>Please see the latest Pay Circular which deals with fees and allowances payable to doctors for sessional work in the community health services, medical services to local authorities (under collaborative arrangements), medical examinations of prospective National Health Service employees, and notification of infectious diseases and food poisoning. This is available on the NHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp</a></p> <p>Wales</p> <p>Please see the latest Advance Letter, which deals with fees and allowances payable to doctors for sessional work, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a></p> | 1 June 2005 | Pay Circular (M&D) 3/2005 |
| 27 | Temporary Annex VI(i) | <p style="text-align: right;"><b>TEMPORARY APPENDIX VI(i)</b></p> <p><b>MATERNITY LEAVE AND PAY</b></p> <p><b>Introduction</b></p> <p>1 Paragraphs 6 to 43 of this Appendix set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.</p> <p>2 Paragraphs 44 to 47 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS</p>  | 1 June 2005 | Pay Circular (M&D) 3/2005 |

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p>employment.</p> <p>3 Paragraphs 48 to 52 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 6 (i) below and which breaks in service may be disregarded for this purpose.</p> <p>4 Paragraphs 53 to 58 explain how to get further information about employees' statutory entitlements.</p> <p>5 These arrangements shall apply in respect of all pregnant employees whose expected week of childbirth begins on or after 5 December 2004. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.</p> <p style="text-align: center;"><b>Eligibility</b></p> <p>6 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:</p> <ul style="list-style-type: none"> <li>- (i) she has twelve months continuous service (see paragraphs 48 to 52) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;</li> <li>- (ii) she notifies her employer in writing before the end of the 15<sup>th</sup> week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter): <ul style="list-style-type: none"> <li>(a) of her intention to take maternity leave;</li> <li>(b) of the date she wishes to start her maternity leave (but see paragraph 7 below);</li> </ul> </li> </ul> |  |  |
|--|--|---|--|--|



|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>(c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;</p> <p>(d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.</p> <p><b>Changing the Maternity Leave Start Date</b></p> <p>7 If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).</p> <p><b>Confirming Maternity Leave and Pay</b></p> <p>8 Following discussion with the employee, the employer should confirm in writing:</p> <ul style="list-style-type: none"> <li>- (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);</li> <li>- (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and</li> <li>- (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 38 and 39 below);</li> <li>- (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.</li> </ul> <p><b>Keeping in Touch</b></p> |  |  |
|--|--|--|--|--|

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p>9 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:</p> <ul style="list-style-type: none"> <li>- (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;</li> <li>- (ii) keeping the employer in touch with any developments that may affect her intended date of return.</li> </ul> <p><b>Paid Maternity Leave</b></p> <p><b>Amount of Pay</b></p> <p>10 Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:</p> <ul style="list-style-type: none"> <li>- (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable;</li> <li>- (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay.</li> </ul> <p>11 By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.</p> <p><b>Calculation of Maternity Pay</b></p> <p>12 Full pay will be calculated using the average weekly earnings rules used for calculating</p> |  |  |
|--|--|---|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>Statutory Maternity Pay entitlements, subject to the following qualifications:</p> <ul style="list-style-type: none"> <li>- (i) in the event of a pay award or annual increment being implemented <u>before</u> the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</li> <li>- (ii) in the event of a pay award or annual increment being implemented <u>during</u> the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</li> <li>- (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.</li> </ul> <p><b>Unpaid Contractual Maternity Leave</b></p> <p>13 Employees will also be entitled to 26 weeks' unpaid leave.</p> <p><b>Commencement and Duration of Leave</b></p> <p>14 An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.</p> <p><b>Sickness Prior to Childbirth</b></p> <p>15 If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last</p> |  |  |
|--|--|--|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.</p> <p>16 Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.</p> <p style="text-align: center;"><b>Premature Birth</b></p> <p>17 Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.</p> <p>18 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.</p> <p>19 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.</p> <p>20 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.</p> <p style="text-align: center;"><b>Still Birth</b></p> <p>21 Where an employee's baby is born dead after the 24<sup>th</sup> week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.</p> |  |  |
|--|--|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p style="text-align: center;"><b>Miscarriage</b></p> <p>22 Where an employee has a miscarriage before the 25<sup>th</sup> week of pregnancy normal sick leave provisions will apply as necessary.</p> <p style="text-align: center;"><b>Health and Safety of Employees Pre and Post Birth</b></p> <p>23 Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.</p> <p>24 These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.</p> <p style="text-align: center;"><b>Return to Work</b></p> <p>25 An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.</p> <p>26 An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.</p> <p style="text-align: center;"><b>Returning on Flexible Working Arrangements</b></p> <p>27 If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written,</p> |  |  |
|--|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.</p> <p>28 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.</p> <p style="text-align: center;"><b>Sickness Following the End of Maternity Leave</b></p> <p>29 In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.</p> <p style="text-align: center;"><b>Failure to Return to Work</b></p> <p>30 If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 6 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.</p> <p style="text-align: center;"><b>Miscellaneous Provisions</b></p> <p style="text-align: center;"><b>Fixed – Term Contracts or Training Contracts</b></p> <p>31 Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 6 (i), 6 (ii) (a), 6 (ii) (b) and 6 (ii) (d) shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 10 above.</p> <p>32 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.</p> |  |  |
|--|---|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>33 If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 30 above will not apply.</p> <p>34 Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 6 (i) above may still be entitled to Statutory Maternity Pay.</p> <p style="text-align: center;"><b>Rotational Training Contracts</b></p> <p>35 Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.</p> <p style="text-align: center;"><b>Contractual rights</b></p> <p>36 During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.</p> <p style="text-align: center;"><b>Increments</b></p> <p>37 Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.</p> <p style="text-align: center;"><b>Accrual of Annual Leave</b></p> <p>38 Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.</p> <p>39 Where the amount of accrued annual leave would exceed normal carry over provisions, it</p> |  |  |
|--|---|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer.</p> <p style="text-align: center;"><b>Pensions</b></p> <p>40 Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.</p> <p style="text-align: center;"><b>Antenatal Care</b></p> <p>41 Pregnant employees have the right to paid time off for antenatal care. Antenatal care may include relaxation and parent-craft classes as well as appointments for antenatal care.</p> <p style="text-align: center;"><b>Post-natal Care and Breastfeeding Mothers</b></p> <p>42 Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.</p> <p>43 Employers are required to provide breast-feeding women with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for women who are breast-feeding with suitable access to a private room to express and store milk.</p> <p style="text-align: center;"><b>Employees Not Returning to NHS Employment</b></p> <p>44 An employee who satisfies the conditions in paragraph 6, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 20 weeks.</p> |  |  |
|--|--|--|--|



|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p style="text-align: center;"><b>Employees With Less Than Twelve Months Continuous Service</b></p> <p>45 If an employee does not satisfy the conditions in paragraph 6 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 6. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.</p> <p>46 Employees who fall into the category set out in paragraph 45 but intend to return to NHS employment will also be entitled to a further period of 26 weeks' unpaid maternity leave.</p> <p>47 Paragraphs 53 to 58 contain further information on statutory maternity entitlements.</p> <p style="text-align: center;"><b>Continuous Service</b></p> <p>48 For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 6 (i) the following provisions shall apply:</p> <ul style="list-style-type: none"> <li>- (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;</li> <li>- (ii) a break in service of three months or less will be disregarded (though not count as service).</li> </ul> <p>49 The following breaks in service will also be disregarded (though not count as service);</p> <ul style="list-style-type: none"> <li>- (i) employment under the terms of an honorary contract;</li> <li>- (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;</li> </ul> |  |  |
|--|--|--|--|--|

|  |    |  |  |  |
|--|----|--|--|--|
|  |    | <ul style="list-style-type: none"> <li>- (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;</li> <li>- (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;</li> <li>- (v) absence on a employment break in accordance with the provisions of Appendix VI(ii);</li> <li>- (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.</li> </ul> |  |  |
|  | 50 | Employers may at their discretion extend the period specified in paragraphs 48 (ii) and 49.  |  |  |
|  | 51 | Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.  |  |  |
|  | 52 | Employers have the discretion to count other previous NHS service or service with other employers.   |  |  |
|  |    | <b>Information About Maternity Rights and Statutory Maternity Pay</b>  |  |  |
|  | 53 | Information about all maternity rights is contained in the following Department of Trade and Industry (DTI) booklet:-<br><br>Maternity Rights: a guide for employers and employees (URN 99/1191).  |  |  |
|  | 54 | Copies of this booklet can be obtained by telephoning 0870 – 1502 500. It is also  |  |  |

|    |                           |   |             |                           |
|----|---------------------------|---|-------------|---------------------------|
|    |                           | <p>available from the DTI website at:-<br/> <a href="http://www.dti.gov.uk/er/individual/maternity.pdf">http://www.dti.gov.uk/er/individual/maternity.pdf</a></p> <p>55 Information on Statutory Maternity Pay and Maternity Allowance entitlements is contained in the following Department for Work and Pensions (DWP) booklet:-</p> <ul style="list-style-type: none"> <li>- (i) A Guide To Maternity Benefits (NI 17A)</li> </ul> <p>56 Copies of this booklet can be obtained from local benefits offices.</p> <p>57 Further information on Statutory Maternity Pay and Maternity Allowance entitlements is also available on the DWP website at:-</p> <p><a href="http://www.dwp.gov.uk/lifeevent/famchild/ind">http://www.dwp.gov.uk/lifeevent/famchild/ind</a></p> <p>58 Further information for new and expectant mothers at work is available on the Health and Safety Executive website at:-</p> <p><a href="http://www.hse.gov.uk">www.hse.gov.uk</a></p> |             |                           |
| 28 | Temporary Appendix VI(ii) | <p style="text-align: right;"><b>TEMPORARY APPENDIX VI(ii)</b></p> <p><b>EMPLOYMENT BREAK SCHEME</b></p> <p><b>General</b></p> <ol style="list-style-type: none"> <li>1. NHS employers should provide all staff with access to an employment break scheme.</li> <li>2. The scheme should be agreed between employers and local staff representatives.</li> </ol>  | 1 June 2005 | Pay Circular (M&D) 3/2005 |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.</p> <p>4. The scheme should also enable employers to attract and retain the experience of staff consistent with the NHS commitment to the provision of high quality healthcare.</p> <p>5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.</p> <p style="text-align: center;"><b>Scope</b></p> <p>6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.</p> <p>7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.</p> <p style="text-align: center;"><b>Eligibility</b></p> <p>8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.</p> <p>9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.</p> <p style="text-align: center;"><b>Length of Break</b></p> |  |  |
|--|--|--|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>10. The maximum length of break should be five years.</p> <p>11. Breaks should be able to be taken either as a single period or as more than one period.</p> <p>12. The minimum length of break should be three months.</p> <p>13. The length of any break should balance the needs of the applicant with the needs of the service.</p> <p>14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.</p> <p>15. All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:</p> <ul style="list-style-type: none"> <li>- the effect of the break on various entitlements related to length of service;</li> <li>- a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;</li> <li>- if the break is longer than one year, the applicant may return to as similar a job as possible;</li> <li>- return to work at the equivalent salary level, reflecting increases awarded during the break;</li> <li>- the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;</li> <li>- arrangements for keeping in touch during the break;</li> </ul> |  |  |
|--|--|--|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <ul style="list-style-type: none"> <li>- requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;</li> <li>- training arrangements for re-induction to work;</li> <li>- any other conditions required either by the employer or the applicant.</li> </ul> <p><b>Return to Work</b></p> <p>16. Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.</p> <p>17. The period of the break should count toward continuous employment for statutory purposes.</p> <p>18. Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.</p> <p><b>Appeals</b></p> <p>19. Applicants should be entitled to a written reason for the refusal of any application.</p> <p>20. Applicants may resort to the grievance procedure if a request for a break is refused.</p> <p><b>Monitoring and Review</b></p> <p>21. All records of applications and decisions should be kept for a minimum of twelve months.</p> <p>22. The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.</p> |  |  |
|--|--|--|--|--|

|    |                 |   |             |                           |
|----|-----------------|---|-------------|---------------------------|
| 29 | Paragraph 21.a. | <p style="text-align: center;"><b>Doctors Training Flexibly</b></p> <p>TCS said: 'Full time practitioners in the grades of SR, SpR, R, SHO, HO and PRHO receive a base salary. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I.'</p> <p>Changed to:</p> <p>'Full time practitioners in the grades of SR, SpR, R, SHO, HO and PRHO receive a base salary. Part time practitioners in these grades receive as base salary a proportion of the full-time base salary based on average weekly hours of actual work. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I'</p>  | 1 June 2005 | Pay Circular (M&D) 3/2005 |
| 30 | Paragraph 22.g. | <p>TCS said: 'Band FA shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and</p> <ul style="list-style-type: none"> <li>i. to practitioners who work an on-call rota of 1 in 10 including prospective cover or more frequently; or</li> <li>ii. to practitioners who work 1 in 5 weekends or more frequently; or</li> <li>iii. to practitioners for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday.' <p>Changed to:</p> <p>'Band FA shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and:</p> </li></ul> | 1 June 2005 | Pay Circular (M&D) 3/2005 |

|    |                 |  |             |                           |
|----|-----------------|--|-------------|---------------------------|
|    |                 | <p>i. to practitioners on on-call rotas who work an on-call rota of 1 in 10 including prospective cover or more frequently; or</p> <p>ii. to practitioners on on-call rotas who either work an on-call rota of 1 in 13.5 including prospective cover or more frequently, or who work 1 in 6.5 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on duty out-of-hours, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or</p> <p>iii. to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 6.5 weekends or more frequently.</p> |             |                           |
| 31 | Paragraph 22.h. | <p>TCS said: 'Band FC shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who do not undertake any work outside of 8am to 7pm, Monday to Friday.'</p> <p>Changed to:</p> <p>'Band FC shall apply to part-time practitioners who work within the controls on hours applicable to on-call rotas as described in sub-paragraphs 20.a and 22.a above, and who work on average less than 40 hours of actual work per week; and who work an on-call rota of 1 in 13.5 without prospective cover or less frequently and are not required to be resident, for clinical or contractual reasons, at their place(s) of work when on duty out-of-hours.'</p>  | 1 June 2005 | Pay Circular (M&D) 3/2005 |
| 32 | Paragraph 22.i. | <p>TCS said: 'Band FB shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who undertake any out-of-hours</p>  | 1 June 2005 | Pay Circular (M&D)        |



|    |                  |  |             |                           |
|----|------------------|--|-------------|---------------------------|
|    |                  | <p>work but who do not fulfil the criteria for Band FA as described in sub-paragraph 22.g above.'</p> <p>Changed to:</p> <p>'Band FB shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who do not fulfil the criteria for Band FA or FC described in sub-paragraphs 22.h and i above.'</p>  |             | 3/2005                    |
| 33 | Paragraph 22.j.  | <p>TCS said: 'No supplement shall apply to full-time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 40 hours or fewer all between 8am to 7pm, Monday to Friday.'</p> <p>Changed to:</p> <p>No supplement shall apply to:</p> <ul style="list-style-type: none"> <li>(i) full-time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 40 hours or fewer all between 7am to 7pm, Monday to Friday;</li> <li>(ii) part time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours all between 7am to 7pm, Monday to Friday.</li> </ul> | 1 June 2005 | Pay Circular (M&D) 3/2005 |
| 34 | Paragraph 133.c. | <p>TCS said: Where a practitioner has been paid on one of Points 3, 4 or 5 of the Senior House Officer scale for a period of five months or more in their last appointment prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.</p> <p>Changed to:</p>  | 1 June 2005 | Pay Circular (M&D) 3/2005 |

|    |                  |  |                    |                                     |
|----|------------------|--|--------------------|-------------------------------------|
|    |                  | Where a practitioner has been paid on one of Points 1,2, 3, 4 or 5 of the Senior House Officer scale for a period of five months or more in their last appointment prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.   |                    |                                     |
| 35 | Contents         | Insert<br><br>APPENDIX VI (iii) [Temporary Insertion] Redundancy Pay   | 1<br>March<br>2007 | Pay<br>Circular<br>(M&D)<br>1/ 2007 |
| 36 | Introduction     | INTRODUCTION<br>Replace<br><br>i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in England and Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Secretary of State and the medical and dental professions as at 1 June 2005<br><br>With<br><br>i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in England and Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Secretary of State and the medical and dental professions as at X 2007 | 1<br>March<br>2007 | Pay<br>Circular<br>(M&D)<br>1/ 2007 |
| 37 | Paragraph<br>337 | Replace<br><br><b><u>Arrangements for redundancy payments</u></b><br><br>337. The provisions of Section 45 of the General Council Conditions of Service shall apply.<br><br>With<br><br><b><u>Arrangements for redundancy payments</u></b><br><br>337. The provisions listed temporarily at Appendix VI (iii) shall apply.   | 1<br>March<br>2007 | Pay<br>Circular<br>(M&D)<br>1/2007  |

|    |                                   |  |                    |                                    |
|----|-----------------------------------|--|--------------------|------------------------------------|
|    |                                   |  |                    |                                    |
| 38 | Appendix II                       | Deleted<br>45 ARRANGEMENTS FOR REDUNDANCY PAYMENTS 337<br><br>Insert<br>NB – Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)   | 1<br>March<br>2007 | Pay<br>Circular<br>(M&D)<br>1/2007 |
| 39 | Appendix III                      | Deleted<br>REDUNDANCY PAYMENTS 45<br><br>Insert<br>NB – Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)  | 1<br>March<br>2007 | Pay<br>Circular<br>(M&D)<br>1/2007 |
| 40 | Temporary<br>Appendix VI<br>(iii) | Insert<br><br><b>REDUNDANCY PAY</b><br><br>1. This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service for those who are members of the NHS pension scheme and have at least two years continuous full time or part time service and two years qualifying membership in the NHS pension scheme. Pension changes take effect from 1 December 2006. It further sets out transitional arrangements from 1 December 2006 to 30 September 2011 for staff aged over 50 at the time of redundancy who are members of the NHS Pension scheme with at least five year's pensionable service. | 1<br>March<br>2007 | Pay<br>Circular<br>(M&D)<br>1/2007 |

|  |  |  |  |
|--|--|--|--|
|  | <p><b>Definition of Redundancy</b></p> <p>2. The Employment Rights Act 1996 Section 139 states that redundancy arises when employees are dismissed in the following circumstances:</p> <p><b>Qualification for a Redundancy Payment</b></p> <p>3. To qualify for a redundancy payment, the member of staff must be an employee, working under a contract of employment for an NHS employer. 'NHS employer' means NHS trusts, primary care trusts, strategic health authorities and special health authorities and any predecessor or successor body. Non executive directors of NHS organisations do not qualify. Contracts of employment may be written or verbal, and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required they accept the terms and conditions offered by the employer. To qualify for a redundancy payment the employee must also have at least 104 weeks of continuous full time or part time service.</p> <p><b>Definition of Continuous Service</b></p> <p>4. "Continuous service" means full-time or part-time employment with the present or any previous NHS Employer. If with more than one NHS employer, there must not have been a break of more than a week (measured Sunday to Saturday) between employments.</p> <p><b>Definition of Reckonable Service</b></p> <p>5. "Reckonable service" for the purposes of an NHS redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous NHS employer but with the following additions:</p> <ul style="list-style-type: none"> <li>- where there has been a break in service of 12 months or less the period of employment</li> </ul> |  |  |
|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>prior to the break will count as reckonable service;</p> <ul style="list-style-type: none"> <li>- periods of employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme will count as reckonable service;</li> <li>- at employer discretion, any period or periods of employment with employers outside the NHS where these are judged to be relevant to NHS employment can be included in reckonable service.</li> </ul> <p>6. The following employment will not count as reckonable service:</p> <ul style="list-style-type: none"> <li>- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer;</li> <li>- where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.</li> </ul> <p><b>Definition of a Months Pay</b></p> <p>7. “Months pay” means whichever is the more beneficial of the following calculations:</p> <ul style="list-style-type: none"> <li>- 4.35 times a week’s pay calculated in accordance with the provisions of Section 221 to 229 of the Employment Rights Act 1996;</li> <li>- an amount equal to 1/12<sup>th</sup> of the annual salary in payment at the date of termination of employment.</li> </ul> <p><b>Calculation of Redundancy Payment</b></p> <p>8. The redundancy payment will take the form of a lump sum, dependent on the employee’s reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month’s pay for each complete year of reckonable service subject to a minimum of two years (104 weeks) continuous service and a maximum of 24 year’s reckonable service being counted.</p> <p>9. Fractions of a year of reckonable service will not be taken into account.</p> |  |  |
|--|---|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p><b>Early Retirement on Grounds of Redundancy for Employees entitled to pension benefits</b></p> <p><b>Qualification Criteria</b></p> <p>10. Members of the NHS Pension Scheme who are made redundant and meet the conditions set out above in paragraphs 3 to 6, may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum benefit set out in paragraph 8. To qualify for early retirement the member of staff must:</p> <ul style="list-style-type: none"> <li>- Be a member of the NHS Pension Scheme;</li> <li>- Have at least two years' continuous service and two years' qualifying membership;</li> <li>- Have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.</li> </ul> <p><b>Definition of Qualifying Membership</b></p> <p>11. 'Qualifying membership' is membership that counts towards entitlement for benefits. Pensionable membership is membership that counts when benefits are calculated. This may be different from reckonable service for the purposes of a redundancy payment as it can include pensionable service from previous periods of employment with the NHS or another employer and periods of part time working.</p> <p><b>Use of Redundancy Payment to pay for Early Retirement</b></p> <p>12. If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying</p> |  |  |
|--|---|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.</p> <p>13. This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under paragraph 8 then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.</p> <p><b>Treatment of Concurrent Pensionable Employment</b></p> <p>14. Where there is concurrent pensionable employment, members may choose between:</p> <ul style="list-style-type: none"> <li>- Ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme) and:</li> <li>- Taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55.</li> <li>- Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved</li> </ul> |  |  |
|--|--|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>for payment at age 60.</p> <p>15. The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.</p> <p><b>Exclusion from eligibility</b></p> <p>16. Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:</p> <ul style="list-style-type: none"> <li>- they are dismissed for reasons of misconduct, with or without notice; or</li> <li>- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or</li> <li>- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or</li> <li>- leave their employment before expiry of notice, except if they are being released early (see paragraphs 20 to 21 below); or</li> <li>- are offered a renewal of contract (with the substitution of the new employer for the previous NHS one);</li> <li>- where their employment is transferred to another public service employer who is not an NHS employer.</li> </ul> <p><b>Suitable alternative employment</b></p> <p>17. Employers have a responsibility before making a member of staff redundant or agreeing early retirement on grounds of redundancy to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another NHS employer. Employers should avoid the loss of staff through redundancy wherever possible to retain valuable skills and experience where appropriate within the local health economy.</p> |  |  |
|--|--|--|--|--|



|  |   |  |  |
|--|---|--|--|
|  | <p>18. 'Suitable alternative employment', for the purposes of paragraph 17, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.</p> <p>19. For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Section 138 (3) of the Employment Rights Act 1996 will apply.</p> <p><b>Early release of redundant employees</b></p> <p>20. Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.</p> <p>21. If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.</p> <p><b>Claim for redundancy payment</b></p> <p>22. Claims for redundancy payment or retirement on grounds of redundancy must be submitted within six months of date of termination of employment. Before payment is made the employee will certify that:</p> |  |  |
|--|---|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <ul style="list-style-type: none"> <li>- they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date;</li> <li>- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.</li> </ul> <p><b>Retrospective Pay Awards</b></p> <p>23. If a retrospective pay award is notified after the date of termination of employment then the redundancy payment and/or pension will be recalculated, and any arrears due paid,</p> <p><b>Disputes</b></p> <p>24. An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment should make representations to the employer via local grievance procedures. See also paragraph 22 about making a claim for a redundancy payment.</p> <p><b>Early Retirement in the Interests of the Efficiency of the Service</b></p> <p>25. Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.</p> <p>26. These arrangements are aimed at employees who have given valuable NHS service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early</p> |  |  |
|--|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>retirement.</p> <p>27. The relevant NHS pension scheme certifies the grounds on which early retirement is taking place. The scheme does so on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.</p> <p><b>Employer Responsibilities</b></p> <p>28. Employer contributions to the NHS pension scheme do not cover the costs of early retirement benefits. There is a requirement for NHS employers to pay these costs if they retire staff early on grounds of redundancy or in the interests of the service.</p> <p><b>Transitional Arrangements: 1 October 2006 to 30 September 2011</b></p> <p>29. There will be transitional arrangements in place from 1 December 2006 to 30 September 2011.</p> <p>These transitional arrangements apply to staff:</p> <ul style="list-style-type: none"> <li>- whose continuous NHS service and/or pension scheme membership began before 1 October 2006</li> <li>- who are aged over 50 on 30 September 2006 or who reach 50 during the transition period: 1 October until 30 September 2011; (after 6 April 2010 subject to the rules on minimum pension age set out in paragraph 10)</li> <li>- who are members of the NHS Pension scheme and have at least five years qualifying membership in the scheme at the date of redundancy.</li> </ul> <p>30. Employees who are made redundant and qualify for transitional protection can choose between a redundancy payment under the new arrangements and payment under transitional protection. The transitional arrangements for early retirement (but not the redundancy payment) will also apply to staff given early retirement in the interests of the service and who meet the</p> |  |  |
|--|---|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>qualifying conditions in paragraph 29.</p> <p>31. Transitional Protection has two phases. The first phase applies from 1 December 2006 to 30 June 2007. During this phase, the maximum pension that an employee can receive on taking redundancy retirement is that to which they would have been entitled had they been made redundant under the old agreement on 30 September 2006.</p> <p>32. The second phase is from 1 July 2007 to 30 September 2011. During this phase, as well as freezing the maximum enhanced pension at that which would have been available on 30 September 2006, there will be a further reduction so that all enhancements are removed by 30 September 2011.</p> <p>33. The date used to calculate the level of both final pensionable pay and of salary for redundancy payment under the transition will be set by reference to the actual date of redundancy.</p> <p><b>Calculation of Baseline Entitlement During Transition</b></p> <p>34. For employees taking advantage of the transitional arrangements, and subject to a maximum of 20 years' reckonable service being counted, the lump sum redundancy payment will be calculated based on the arrangements in place before 1 October 2006 as follows. Based on service at 30 September 2006:</p> <ul style="list-style-type: none"> <li>- 1 1/2 week's pay for each complete year of reckonable service at age 41 or over</li> <li>- one week's pay for each complete year of reckonable service at age 22 or over but under 41</li> <li>- 1/2 week's pay for each complete year of reckonable service at age 18 or over but under 22</li> <li>- overall maximum 30 week's pay.</li> </ul> <p>35. Fractions of a year of reckonable service will not be taken into account except that they may be aggregated under paragraph 34 above to make complete years. The lowest weeks' pay</p> |  |  |
|--|---|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>multiplier relevant to the employee's calculation will apply to the complete year aggregated.</p> <p><b>Reduction to Baseline Entitlement</b></p> <p>36. Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than 10 years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 6 2/3 years they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 6 2/3 years with pro-rata reduction for part years.</p> <p>37. The redundancy payment made under these transitional arrangements will be based on the number of week's service applicable for a redundancy on 30 September 2006 along with the reduction for enhancement greater than 6 2/3 years that would have been made had the redundancy taken place on that date. If there has been a break in continuous service between 1 October 2006 and the date of redundancy, then the payment would be based on the number of years continuous service at the date of redundancy.</p> <p>38. As a baseline calculation for transitional protection all employees eligible for premature payment of pension and compensation benefits under the terms of this agreement on transition shall have their reckonable years in the NHS scheme at 30 September 2006 doubled subject to a maximum enhancement of ten added years. Total reckonable years (including enhancements) will in all cases be limited to the lesser of:</p> <ul style="list-style-type: none"> <li>- the total reckonable service that would have been attained by continuing in service to retirement age; or</li> <li>- 40 years; provided that:</li> <li>- the enhancement of reckonable service for employees with relevant optant service shall be based on the aggregate of their reckonable NHS service and their relevant optant service.</li> </ul> <p><b>Transition Phase One: 1 October 2006 to 30 June 2007</b></p> |  |  |
|--|--|--|--|

|    |  |   |              |                           |
|----|--|---|--------------|---------------------------|
|    |  | <p>39. For redundancies from 1 October 2006 until 1 December 2006, when the regulations to give effect to the transition are introduced, employees will receive enhanced pension based on the pre 1 October arrangements including the calculation of redundancy payment.</p> <p>40. From 1 December 2006 to 30 June 2007, the enhancement that the employee will be eligible to receive will be the enhancement on which the pension would have been based had they been made redundant on 30 September 2006, less the number of days since 30 September 2006. For those who have any part time membership, the reduction in enhancement will be scaled down according to the scaling factor applicable at 30 September 2006.</p> <p><b>Transition Phase Two: 1 July 2007 to 30 September 2011.</b></p> <p>41. During this phase, maximum enhancement available to the employee made redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. For those whose enhancement on 30 September 2006 would have been greater than five years, the additional amount of service enhancement over five years should be reduced by 1/60<sup>th</sup> for each whole month that has elapsed between 30 September 2006 and the date of redundancy. The effect of the two transition elements together is that after each year of transition, the maximum enhancement would be reduced by two years until no enhancement is available from 1 October 2011.</p> <p>42. Paragraphs 29 to 42 will be removed from this agreement on 1 October 2011.</p> |              |                           |
| 41 |  | <p>Deleted<br/>APPENDIX I</p> <p><u>England</u><br/>Please see the latest Pay Circular, which deals with pay and conditions of service, available on the NHS Employers website at<br/><a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycircul ars.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycircul ars.asp</a></p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|  |                   |  |  |  |
|--|-------------------|--|--|--|
|  |                   | <p><u>Wales</u><br/>Please see the latest Advance Letter, which deals with pay and conditions of service, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a></p>  |  |  |
|  | APPENDIX II       | Application of General Whitley Council Agreements  |  |  |
|  | APPENDIX III      | Application of General Whitley Council Agreements by Subject Matter  |  |  |
|  | APPENDIX IV       | <p><u>England</u><br/>Please see the latest Pay Circular, which deals with fees and allowances payable to doctors for sessional work, available on the NHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp</a></p> <p>Wales<br/>Please see the latest Advance Letter, which deals with fees and allowances payable to doctors for sessional work, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a></p> |  |  |
|  | APPENDIX V        | Index to Examples of Category 1 and 2 Items of Service   |  |  |
|  | APPENDIX VI(i)    | [Temporary Insertion] Maternity Leave and Pay  |  |  |
|  | APPENDIX VI(ii)   | [Temporary Insertion] Employment Break Scheme  |  |  |
|  | APPENDIX VI (iii) | [Temporary Insertion] Redundancy Pay <sup>35</sup>   |  |  |

|  |                      |  |  |  |
|--|----------------------|--|--|--|
|  |                      | INDEX Index to Terms and Conditions by Subject Matter <sup>17</sup>  |  |  |
|  | Insert<br>APPENDIX I | <u>England</u><br>Please see the latest Pay Circular, which deals with pay and conditions of service, available on the NHS Employers website at:<br><a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a>                            |  |  |
|  |                      | <u>Wales</u><br>Please see the latest Advance Letter, which deals with pay and conditions of service, available on the NHS Wales website at <a href="http://www.wales.nhs.uk/">http://www.wales.nhs.uk/</a>  |  |  |
|  | APPENDIX II          | Application of General Whitley Council Agreements  |  |  |
|  | APPENDIX III         | Application of General Whitley Council Agreements by Subject Matter  |  |  |
|  | APPENDIX IV          | <u>England</u><br>Please see the latest Pay Circular, which deals with fees and allowances payable to doctors for sessional work, available on the NHS Employers website at<br><a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a> |  |  |
|  | APPENDIX V           | Index to Examples of Category 1 and 2 Items of Service   |  |  |
|  | APPENDIX VI(i)       | [Temporary Insertion] Maternity Leave and Pay  |  |  |
|  | APPENDIX VI(ii)      | [Temporary Insertion] Employment Break Scheme  |  |  |
|  | APPENDIX VI (iii)    | [Temporary Insertion] Redundancy Break Scheme <sup>35</sup>  |  |  |
|  | APPENDIX VI (iv)     | [Temporary Insertion] Caring for Children and Adults   |  |  |
|  | APPENDIX VI (v)      | [Temporary Insertion] Flexible Working Arrangements  |  |  |
|  | APPENDIX VI (vi)     | [Temporary Insertion] Balancing Work and Personal Life   |  |  |



|    |              |   |              |                           |
|----|--------------|---|--------------|---------------------------|
|    |              | INDEX Index to Terms and Conditions by Subject Matter <sup>17</sup>   |              |                           |
| 42 | Introduction | <p>Deleted</p> <p>i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in England and Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Secretary of State and the medical and dental professions as at X 2007.<sup>18, 36</sup></p> <p>Insert</p> <p>i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in England and Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Secretary of State and the medical and dental professions as at 30 July 2007.</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 43 | Introduction | <p>Deleted</p> <p>iii. The Terms and Conditions of Service set out in this handbook shall incorporate, and be read subject to, any amendments which are from time to time the subject of negotiation by the appropriate negotiating bodies and are approved by the Secretary of State after considering the results of such negotiations. The record of amendments, at the back of this handbook, should be kept up-to-date.</p> <p>Insert</p> <p>iii. The Terms and Conditions of Service set out in this handbook shall incorporate, and be read subject to, any amendments which are from time to time the subject of negotiation by the appropriate negotiating bodies and are approved by the Secretary of State after considering the results of such negotiations. A record of amendments to these Terms and Conditions of Service is available on the NHS Employers website at <a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-467.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-467.cfm</a>.</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 44 | Introduction | <p>Deleted</p> <p>ix. The following abbreviations for grades have been used<br/> SHMO/SHDO: Senior hospital medical/dental officer<br/> AS: Associate specialist</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |              |  |              |                           |
|----|--------------|--|--------------|---------------------------|
|    |              | <p>SG: Staff grade<br/> SCMO: Senior clinical medical officer<br/> CMO: Clinical medical officer<br/> SR Senior registrar<br/> SpR Specialist registrar<br/> R Registrar<br/> SHO Senior house officer<br/> HO House officer</p> <p>Insert<br/> ix. The following abbreviations have been used</p> <p>SHMO/SHDO: Senior hospital medical/dental officer<br/> AS: Associate specialist<br/> SG: Staff grade<br/> SCMO: Senior clinical medical officer<br/> CMO: Clinical medical officer<br/> SpR: Specialist registrar<br/> StR: Specialty Registrar<br/> StR (FT): Specialty Registrar (Fixed Term)<br/> SHO: Senior house officer<br/> FHO2: Foundation House Officer (Post-Registration)<br/> FHO1: Foundation House Officer (Pre-Registration)<br/> LAT: Locum Appointment for Training<br/> LAS: Locum Appointment for Service (NHS appointments)<br/> HO: House officer<br/> PRHO: Pre Registration House Officer</p> |              |                           |
| 45 | Introduction | <p>Insert<br/> xii The term “training grades” is used as an inclusive term for doctors in the grades of SpR, StR, StR(FT), SHO, PRHO, HO, FHO1 and FHO2 including locums for training.</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                |   |              |                           |
|----|----------------|---|--------------|---------------------------|
| 46 | Paragraph 4    | <p>Insert</p> <p>c. Entry to the grades of PRHO and HO are closed for medical practitioners. Entry to the grade of SpR is closed from 31<sup>st</sup> December 2006.</p> <p>d. From 31<sup>st</sup> July 2007 entry to the grade of SHO is closed.</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 47 | Paragraph 5    | <p>Deleted</p> <p><b><u>Associate Specialist</u></b></p> <p>5.a. A medical practitioner appointed to the AS grade should have served for a minimum of four years in the registrar or staff grade, and/or in the clinical and/or senior clinical medical officer grades, at least two of which have been in the appropriate specialty. Equivalent service is also acceptable, with the agreement of the relevant College or Faculty Regional Adviser and the Regional Postgraduate Dean; and</p> <p><b><u>Associate Specialist</u></b></p> <p>5.a. A medical practitioner appointed to the AS grade should have served for a minimum of four years in the staff grade or a training grade higher than SHO, and/or in the clinical and/or senior clinical medical officer grades, at least two of which have been in the appropriate specialty. Equivalent service is also acceptable, with the agreement of the relevant College or Faculty Regional Adviser and the Regional Postgraduate Dean; and</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 48 | Paragraph 7.b. | <p>Deleted</p> <p>ii. shall have completed at least three years' full-time hospital service in the SHO or a higher grade since first obtaining full or limited registration, including adequate experience in the relevant specialty; or</p> <p>Insert</p> <p>ii. shall have completed at least three years' aggregate full-time hospital service in SHO, FHO2 or higher grades since first obtaining full or limited registration, including adequate experience in the relevant specialty; or</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                |   |              |                           |
|----|----------------|---|--------------|---------------------------|
| 49 | Paragraph 7.c. | Deleted<br>ii. shall have completed at least four years' full-time hospital service since first obtaining registration, including adequate experience in the SHO or a higher grade in the relevant specialty;<br><br>Insert<br>ii. shall have completed at least four years' full-time hospital service since first obtaining registration, including adequate experience in the SHO, FHO2 or a higher grade in the relevant specialty;   | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 50 | Paragraph 9    | Deleted<br><b><u>Senior Registrar</u></b><br><br>9. On appointment as SR a medical practitioner shall have full or limited registration and shall normally have at least four years' postgraduate experience, and a dental practitioner shall normally have been registered for at least four years. Posts shall be held for the duration of a programme of training typically of three or four years.<br><br>Insert<br>9. Not Allocated  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 51 | Paragraph 10   | Deleted<br><b><u>Specialist Registrar</u></b><br><br>10. On appointment to the grade through the requisite appointments procedure run by the Postgraduate Dean a specialist registrar will be allocated a National Training Number guaranteeing a continued place in a training programme. Training placements will be arranged by the Postgraduate Dean in consultation with employers culminating in the award of a Certificate of Completion of Specialist Training or permanent removal from a place in a training programme. The final placement will end 6 months after the completion of training, or 6 months after notification of completion of training, whichever is the later. In certain circumstances the postgraduate dean will | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                 |   |              |                           |
|----|-----------------|---|--------------|---------------------------|
|    |                 | <p>recommend a new fixed term contract.</p> <p>Insert<br/> <u><b>Specialist Registrar or Specialty Registrar</b></u></p> <p>10. On appointment to the grade through the requisite appointments procedure run by the Postgraduate Dean a specialist or specialty registrar appointed to a full programme will be allocated a National Training Number guaranteeing a continued place in a training programme. Training placements will be arranged by the Postgraduate Dean in consultation with employers culminating in the award of a Certificate of Completion of Specialist Training (CCST) or Certificate of Completion of Training (CCT) or permanent removal from a place in a training programme. The final placement will end 6 months after the completion of training, or 6 months after notification of completion of training, whichever is the later. In certain circumstances the postgraduate dean will recommend a new fixed term contract. A practitioner appointed to a post of Specialty Registrar (Fixed Term) shall be appointed for a fixed period of one year (or the equivalent for a practitioner appointed on a less than full time basis) and will not be allocated a National Training Number.</p> |              |                           |
| 52 | Paragraph 10.a. | <p>Deleted<br/> <u><b>Registrar</b></u></p> <p>10A. On appointment as registrar a medical practitioner shall have full or limited registration and shall normally have at least two years' postgraduate experience, and a dental practitioner shall normally have been registered for at least two years. Posts shall be held for two or three years, but the appointment may be for one year in the first instance.</p> <p>Insert<br/> 10a. Not allocated.</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 53 | Paragraph 12    | <p>Deleted<br/> <u><b>House Officer</b></u></p> <p>12. A medical practitioner may have full, limited or provisional registration; a dental practitioner</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |              |  |              |                           |
|----|--------------|--|--------------|---------------------------|
|    |              | <p>must be registered. Posts shall be held for twelve months or six months, but may include rotations (including rotations between different employing authorities) for shorter periods within that twelve months.</p> <p>Insert<br/> <b><u>House Officer / Foundation House Officer</u></b></p> <p>12. A medical practitioner may have full, limited or provisional registration; a dental practitioner must be registered. Posts shall normally be held for 12 or 24 months, but may include rotations (including rotations between different employing authorities) for shorter periods within that period.</p> |              |                           |
| 54 | Paragraph 18 | <p>Deleted<br/> <b><u>PRACTITIONERS IN THE GRADES OF SR, SpR, R, SHO AND HO</u></b></p> <p>18.a. Practitioners in the grades of SR, SpR, R, SHO, HO and PRHO contract for:</p> <p>Insert<br/> <b><u>PRACTITIONERS IN THE TRAINING GRADES</u></b></p> <p>18.a. Practitioners in the training grades contract for:</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 55 | Paragraph 20 | <p>Deleted<br/> 20. The following controls on hours of duty shall apply to practitioners in the grades of SR, SpR, R, SHO, HO and PRHO working on-call rotas, partial shifts, 24 hour partial shifts, full shifts or hybrids (except in circumstances where they are acting up as a consultant):</p> <p>Insert<br/> 20. The following controls on hours of duty shall apply to practitioners in the training grades working on-call rotas, partial shifts, 24 hour partial shifts, full shifts or hybrids (except in</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                 |  |              |                           |
|----|-----------------|--|--------------|---------------------------|
|    |                 | circumstances where they are acting up as a consultant):   |              |                           |
| 56 | Paragraph 20.f. | Deleted<br>f. Employing authorities must ensure that, from 1 December 2000, practitioners in the SR, SpR, R, SHO, HO and PRHO grades comply with the controls on hours of duty described in sub-paragraphs 20.a to d above (see paragraph 18.b above).<br><br>Insert<br>f. Not allocated.  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 57 | Paragraph 20.g. | Deleted<br>g. Employing authorities must 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 below.<br><br>Insert<br>g. Not allocated.  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 58 | Paragraph 20.h. | Deleted<br>h. Practitioners and their employing authority shall agree to work together to identify appropriate working arrangements or other organisational changes in working practice to ensure the controls on hours of duty, actual work and rest described in paragraphs 20 above and 22 below, and to comply with reasonable changes following these discussions; changes to working arrangements shall be monitored by regional improving junior doctors working lives action team's (or equivalent's).<br><br>Insert<br>h. Employing authorities shall ensure that practitioners in the training grades comply with the relevant controls on hours of duty. Practitioners and their employing authority shall agree to work together to identify appropriate working arrangements or other organisational changes in working practice to ensure the controls on hours of duty, actual work and rest described in sub-paragraphs 18.b, 20.a to d above and 22.a below are met for practitioners in all training grades, and to comply | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                 |   |              |                           |
|----|-----------------|---|--------------|---------------------------|
|    |                 | with reasonable changes following these discussions; changes to working arrangements shall be monitored by regional improving junior doctors working lives action team's (or equivalents).  |              |                           |
| 59 | Paragraph 21.a. | <p>Deleted<br/><b><u>Payment</u></b></p> <p>21a. Full time practitioners in the grades of SR, SpR, R, SHO, HO and PRHO receive a base salary. Part time practitioners in these grades receive as base salary a proportion of the full-time base salary based on average weekly hours of actual work. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I.</p> <p>Insert<br/><b><u>Payment</u></b></p> <p>21a. Full time practitioners in the training grades receive a base salary. Part time practitioners in these grades receive as base salary a proportion of the full-time base salary based on average weekly hours of actual work. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I.</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 60 | Paragraph 21.n. | <p>Deleted<br/><b><u>Definition</u></b></p> <p>n. For these purposes a rotation is a series of posts or placements forming part of a training programme which might be at PRHO, SHO, or SpR level. Such a rotation may involve the trainee having a series of different employing trusts and contracts, but will not involve a new appointment panel.</p> <p>Insert<br/><b><u>Definition</u></b></p> <p>n. For these purposes a rotation is a series of posts or placements forming part of a training programme which might be in any training grade. Such a rotation may involve the trainee having a</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |



|    |              |   |              |                           |
|----|--------------|---|--------------|---------------------------|
|    |              | series of different employing trusts and contracts, but will not involve a new appointment panel.   |              |                           |
| 61 | Paragraph 22 | Deleted<br>22. Subject to paragraph 24 below, the assessment of pay supplements for staff in the grades of SR, SpR, R, SHO, HO and PRHO shall be made as follows:<br><br>Insert<br>22. Subject to paragraph 24 below, the assessment of pay supplements for staff in the training grades shall be made as follows:  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 62 | Paragraph 63 | Deleted<br><b><u>Remuneration of Part-Timers</u></b><br><br>63. Except as provided in paragraph 66, the salary of a part-time practitioner in the grades of consultant, SHMO, SHDO and AS shall be one eleventh of the appropriate whole-time salary for each notional half day, together, in the case of a part-time consultant, with the same proportion of any distinction award held, subject to the maximum in paragraph 69. In the case of a consultant or AS this should include a proportion of any Discretionary Point(s) granted.<br><br>Insert<br><b><u>Remuneration of Part-Timers</u></b><br><br>63. The salary of a part-time practitioner in the grades of consultant, SHMO, SHDO and AS shall be one eleventh of the appropriate whole-time salary for each notional half day, together, in the case of a part-time consultant, with the same proportion of any distinction award held, subject to the maximum in paragraph 69. In the case of a consultant or AS this should include a proportion of any Discretionary Point(s) granted. | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 63 | Paragraph 65 | Deleted<br><b><u>Part-Time Practitioners in the grades of SR, SpR, R, SHO, and HO</u></b>   | 30 July 2007 | Pay Circular              |

|                                 |                       | <p>65.a. A practitioner in the grades of SR, R, SpR, SHO, HO and PRHO may contract with one or more employing authorities for an aggregate of less than 40 hours of duty per week.</p> <p>Insert<br/> <u><b>Part-Time Practitioners in the training grades</b></u></p> <p>65.a. A practitioner in the training grades may contract with one or more employing authorities for an aggregate of less than 40 hours of duty per week.</p>  |                                 | (M&D)<br>6/2007      |   |                      |   |                       |                 |                                    |
|---------------------------------|-----------------------|---|---------------------------------|----------------------|---|----------------------|---|-----------------------|-----------------|------------------------------------|
| 64                              | Paragraph<br>66 - 68  | <p><u><b>Practitioners appointed before 1 January 1960: preserved rights</b></u></p> <p>66. The following classes of practitioners, viz:</p> <p>a. practitioners holding part-time consultant, SHMO or SHDO posts on 31 December 1959;</p> <p>b. practitioners holding whole-time consultant, SHMO or SHDO posts on 31 December 1959, who subsequently transfer to part-time service in the same grade;</p> <p>c. whole-time or part-time SHMOs and SHDOs in post on 31 December 1959, who subsequently become part-time consultants, and whole-time or part-time SRs or SpRs in post on 31 December 1959, who subsequently become part-time consultants or part-time SHMOs or part-time SHDOs shall be paid the proportion indicated below of the appropriate whole-time salary, together, in the case of a part-time consultant, with the same proportion of the value of any distinction award held:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Number of notional<br/>half-days</th> <th style="text-align: center;">Proportion of salary</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">115% of one eleventh</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">115% of two elevenths</td> </tr> </tbody> </table> | Number of notional<br>half-days | Proportion of salary | 1 | 115% of one eleventh | 2 | 115% of two elevenths | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |
| Number of notional<br>half-days | Proportion of salary  |   |                                 |                      |   |                      |   |                       |                 |                                    |
| 1                               | 115% of one eleventh  |   |                                 |                      |   |                      |   |                       |                 |                                    |
| 2                               | 115% of two elevenths |   |                                 |                      |   |                      |   |                       |                 |                                    |

|    |                 |   |                 |                                    |
|----|-----------------|---|-----------------|------------------------------------|
|    |                 | <p>3 115% of three elevenths<br/> 4 109% of four elevenths<br/> 5 109% of five elevenths<br/> 6 109% of six elevenths<br/> 7 103% of seven elevenths<br/> 8 103% of eight elevenths<br/> 9 103% of nine elevenths</p> <p>67-68. Unallocated.</p> <p>Insert<br/> 66-68. Unallocated.</p>   |                 |                                    |
| 65 | Paragraph<br>70 | <p>Deleted<br/> <b><u>JOB SHARING</u></b></p> <p>70. Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the job sharing of a post in any grade shall be determined in accordance with the provisions of Section 11 of the General Whitley Council Terms and Conditions of Service.</p> <p>Insert<br/> <b><u>JOB SHARING</u></b></p> <p>70. Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the job sharing of a post in any grade shall be determined in accordance with the provisions of temporary Appendix VI(v).</p> | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>5/2007 |
| 66 | Paragraph<br>71 | <p>Deleted<br/> <b><u>MULTIPLE APPOINTMENTS</u></b></p> <p>71. Where a practitioner holds appointments in more than one grade other than the grades of SR, SpR, R, SHO and HO and/or with more than one authority, the practitioner's remuneration in respect of each appointment shall be calculated in accordance with the method set out in</p>  | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |

|    |                 |   |              |                           |
|----|-----------------|---|--------------|---------------------------|
|    |                 | <p>paragraphs 72 to 75. However, a notional half-day arising from an additional session contracted under the terms of paragraph 14 or an additional session under sub-paragraph 16.b. shall not be included in the calculation.</p> <p>Insert<br/> <b><u>MULTIPLE APPOINTMENTS</u></b></p> <p>71. Where a practitioner holds appointments in more than one grade other than the training grades and/or with more than one authority, the practitioner's remuneration in respect of each appointment shall be calculated in accordance with the method set out in paragraphs 72 to 75. However, a notional half-day arising from an additional session contracted under the terms of paragraph 14 or an additional session under sub-paragraph 16.b. shall not be included in the calculation.</p> |              |                           |
| 67 | Paragraph 74    | <p>Deleted<br/> <b><u>Paragraph 66 appointments</u></b></p> <p>74. Where, however, one contract (or more) is remunerated under paragraph 66, the remuneration due under such contract or contracts shall be calculated separately from the remuneration due under any other contract. The procedure set out in paragraph 72 shall, in such cases, therefore, first be carried out in respect of appointments remunerated under paragraph 66 without any regard to any other appointments the practitioner may have, and then quite separately in respect of such other appointments.</p> <p>Insert<br/> 74. Not allocated.</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 68 | Paragraph 81(a) | <p>Deleted<br/> 81 (a) Practitioners in the grades of SR, SpR, R, SHO, HO and PRHO who are required as part of their approved training programme to work in non-NHS organisations shall be guaranteed</p>   | 30 July 2007 | Pay Circular (M&D)        |

|    |               |   |              |                           |
|----|---------------|---|--------------|---------------------------|
|    |               | <p>continuity of service for employment purposes.</p> <p>Insert<br/>81 (a) Practitioners in the training grades who are required as part of their approved training programme to work in non-NHS organisations shall be guaranteed continuity of service for employment purposes.</p>   |              | 6/2007                    |
| 69 | Paragraph 106 | <p>Deleted<br/><b><u>Consultant, SHMO/SHDO and AS</u></b></p> <p>106. Subject to paragraphs 112 and 113, practitioners shall be expected in the normal run of their duties to deputise for absent colleagues in these grades so far as is practicable, even if on occasions this should involve interchange of staff between hospitals. However, where the normal duties of an AS colleague involve sharing a duty rota with staff in the grades of SR, SpR, R, SHO or HO, then consultants, SHMOs and SHDOs will not be expected to cover that part of the AS colleague's duties. Where appropriate these will fall to the AS's colleagues on the rota under sub-paragraph 110.c. When deputising is not practicable the authority (and not the practitioner) shall be responsible for the engagement of a locum tenens, but the practitioner shall have the responsibility of bringing the need to their notice. The authority shall assess the number of notional half-days required, a notional half-day being regarded as the equivalent of three and a half hours, the basis of the assessment being as in paragraphs 61 and 62.</p> <p>Insert<br/><b><u>Consultant, SHMO/SHDO and AS</u></b></p> <p>106. Subject to paragraphs 112 and 113, practitioners shall be expected in the normal run of their duties to deputise for absent colleagues in these grades so far as is practicable, even if on occasions this should involve interchange of staff between hospitals. However, where the normal duties of an AS colleague involve sharing a duty rota with staff in the training grades, then consultants, SHMOs and SHDOs will not be expected to cover that part of the AS colleague's duties. Where appropriate these will fall to the AS's colleagues on the rota under sub-paragraph 110.c. When deputising is not practicable the authority (and not the practitioner) shall be responsible</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |               |   |              |                           |
|----|---------------|---|--------------|---------------------------|
|    |               | for the engagement of a locum tenens, but the practitioner shall have the responsibility of bringing the need to their notice. The authority shall assess the number of notional half-days required, a notional half-day being regarded as the equivalent of three and a half hours, the basis of the assessment being as in paragraphs 61 and 62.  |              |                           |
| 70 | Paragraph 110 | Deleted<br><b><u>SR, SpR, R, SHO and HO</u></b><br><br>110.a. Subject to paragraphs 112 and 113, and to sub-paragraphs b. to g. below, practitioners in the grades of SR, SpR, R, SHO and HO shall be expected in the normal run of their duties, and within their contract and job description, to cover for the occasional brief absence of colleagues as far as is practicable (for the purposes of paragraph 110, a colleague is another practitioner participating in the same duty rota or shift).<br><br>Insert<br><b><u>Training Grades</u></b><br><br>110.a. Subject to paragraphs 112 and 113, and to sub-paragraphs b. to g. below, practitioners in the training grades shall be expected in the normal run of their duties, and within their contract and job description, to cover for the occasional brief absence of colleagues as far as is practicable (for the purposes of paragraph 110, a colleague is another practitioner participating in the same duty rota or shift). | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 71 | Paragraph 111 | Deleted<br><b><u>LOCUM PRACTITIONERS: BASIS OF CONTRACT</u></b><br><br>111.a Practitioners in the grades of SR, SpR, R, SHO or HO may be employed on a locum tenens basis by their own employing authority but not within the hours for which they are already contracted and provided that such employment does not cause their average weekly hours to exceed the limits set out in paragraph 20 (except in circumstances where they are acting up as a consultant).  | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p>b. Practitioners in the grades of SR, SpR, R, SHO or HO shall not undertake locum medical or dental work for any other employer where such work would cause their contracted hours to breach the controls set out in paragraph 20. (except in circumstances where they are acting up as a consultant).</p> <p>c. A practitioner employed in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO accepting an appointment as on a locum basis (cf. subparagraph 110.f) in any of these grades, in a hospital identified in the job description applicable to the practitioner's main employment, will contract for each hour in such appointments at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Table 2 of Appendix I, or shall be entitled to receive a days leave for each week night (the night of Friday/Saturday being classed as a week night) or complete Saturday (including the night of Saturday/Sunday) or Sunday (including up to the start of normal duty on Monday morning) of additional duty. The taking of such leave shall be subject to the needs of the service and to the authority's approval. Any such leave which has not been taken within twelve months or by the end of the practitioner's contract, whichever is the earlier, shall be relinquished. Payment shall be made retrospectively under the terms of this sub-paragraph for the actual amount of additional duty undertaken at the time and for which the practitioner has not otherwise been paid and has been unable to take leave in compensation.</p> <p>d. A practitioner engaged as a locum for a week or less in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO in circumstances other than those described in c. shall be paid at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Table 2 of Appendix I.</p> <p>e. A practitioner engaged as a locum for less than 40 hours of duty per week in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO in circumstances other than those described in c. above, shall contract for hours on the basis set out in paragraph 65 and, in accordance with the pay banding arrangements with effect from 1 December 2000, at the rates set out in Table 2 of Appendix I.</p> |  |  |
|--|--|---|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>Insert</p> <p><b><u>LOCUM PRACTITIONERS: BASIS OF CONTRACT</u></b></p> <p>111.a Practitioners in the training grades may be employed on a locum tenens basis by their own employing authority but not within the hours for which they are already contracted and provided that such employment does not cause their average weekly hours to exceed the limits set out in paragraph 20 (except in circumstances where they are acting up as a consultant).</p> <p>b. Practitioners in the training grades shall not undertake locum medical or dental work for any other employer where such work would cause their contracted hours to breach the controls set out in paragraph 20. (except in circumstances where they are acting up as a consultant).</p> <p>c. A practitioner employed in a training grade (except Locum Appointment for Training) accepting an appointment as on a locum basis (cf. sub-paragraph 110.f) in any of these grades, in a hospital identified in the job description applicable to the practitioner's main employment, will contract for each hour in such appointments at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Appendix I, or shall be entitled to receive a days leave for each week night (the night of Friday/Saturday being classed as a week night) or complete Saturday (including the night of Saturday/Sunday) or Sunday (including up to the start of normal duty on Monday morning) of additional duty. The taking of such leave shall be subject to the needs of the service and to the authority's approval. Any such leave which has not been taken within twelve months or by the end of the practitioner's contract, whichever is the earlier, shall be relinquished. Payment shall be made retrospectively under the terms of this sub-paragraph for the actual amount of additional duty undertaken at the time and for which the practitioner has not otherwise been paid and has been unable to take leave in compensation.</p> <p>d. A practitioner engaged as a locum for a week or less in a training grade (except Locum Appointment for Training) in circumstances other than those described in c. shall be paid at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Appendix I.</p> <p>e. A practitioner engaged as a locum for less than 40 hours of duty per week in a training grade (except Locum Appointment for Training) in circumstances other than those described in c. above, shall contract for hours on the basis set out in paragraph 65 and, in accordance with the pay banding arrangements with effect from 1 December 2000, at the rates set out in Appendix I.</p> |  |  |
|--|---|--|--|



|    |                  |  |                 |                                    |
|----|------------------|--|-----------------|------------------------------------|
| 72 | Paragraph<br>118 | <p>Deleted</p> <p><b><u>REGISTRATION OF LOCUM PRACTITIONERS</u></b></p> <p>118. A medical practitioner engaged as a locum consultant shall be fully registered. A medical practitioner engaged as a locum for any other grade of staff shall have full or limited registration, save that a medical practitioner with provisional registration may be engaged as a locum in an HO post that is normally occupied by a doctor with such registration. A dental practitioner engaged as a locum consultant should be a registered dental practitioner or a fully registered medical practitioner. For dental posts other than consultant, practitioners appointed as locums should be either registered or temporarily registered dental practitioners, or fully or limited registered medical practitioners.</p> <p>Insert</p> <p><b><u>REGISTRATION OF LOCUM PRACTITIONERS</u></b></p> <p>118. A medical practitioner engaged as a locum consultant shall be fully registered. A medical practitioner engaged as a locum for any other grade of staff shall have full or limited registration, save that a medical practitioner with provisional registration may be engaged as a locum in an FHO1 or HO post that is normally occupied by a doctor with such registration. A dental practitioner engaged as a locum consultant should be a registered dental practitioner or a fully registered medical practitioner. For dental posts other than consultant, practitioners appointed as locums should be either registered or temporarily registered dental practitioners, or fully or limited registered medical practitioners.</p> | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |
| 73 | Paragraph<br>129 | <p>Deleted</p> <p><b><u>Senior Registrar</u></b></p> <p>129. On first appointment as SR, one increment should be given for each year or part of a year in excess of three spent as a registrar, up to a maximum of two increments.</p> <p>Insert</p> <p>129. Unallocated</p>   | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |

|    |                  |   |                 |                                    |
|----|------------------|---|-----------------|------------------------------------|
| 74 | Paragraph<br>130 | <p>Deleted<br/><b><u>Registrar and Specialist Registrar</u></b></p> <p>130. On first appointment as R or SpR, one increment and one only shall be given for any year or part of a year in excess of two spent previously in the SHO grade.</p> <p>Insert</p> <p><b>Specialist / Specialty Registrar</b></p> <p>130. On first appointment as a SpR or StR, one increment and one only shall be given for any year or part of a year in excess of two spent previously in the SHO and/or FHO2 grade.</p>  | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |
| 75 | Paragraph<br>132 | <p>Deleted<br/><b><u>PROTECTION</u></b></p> <p>132. Where a practitioner takes an appointment in a lower grade which is recognised by the appropriate authority as being for the purpose of obtaining approved training (which may include training to enable the practitioner to follow a career in another specialty), the practitioner shall, while in the lower grade, continue to be paid on the incremental point the practitioner had reached in his or her previous appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to the higher grade or on appointment to another higher grade, the practitioner's starting salary should be assessed as if the period spent in the approved training post had been continuing service in the previous higher grade. Practitioners whose previous appointment was in the Northern Ireland, Isle of Man or Channel Islands hospital service are eligible for protection of salary under the terms of this paragraph.</p> <p>Insert<br/><b><u>PROTECTION</u></b></p> <p>132. Where a practitioner in a career grade takes an appointment in a training grade which is</p> | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |

|    |                  |  |              |                           |
|----|------------------|--|--------------|---------------------------|
|    |                  | <p>recognised by the appropriate authority as being for the purpose of obtaining approved training (which may include training to enable the practitioner to follow a career in another specialty) and the practitioner has given continuous service in a career grade post or posts for at least 13 months immediately prior to re-entering training, the practitioner shall, while in the training grade, continue to receive a salary protected on the incremental point or threshold the practitioner had reached in his or her previous career grade appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to a career grade post, the practitioner's starting salary should be assessed as if the period spent in the approved training post had been continuing service in the previous career grade. Where a practitioner re-entering training from a career grade has held a recognised training post (or equivalent service overseas) in the 13 months of contracted employment prior to re-entering training, the intervening period spent in the career grade shall be taken as continuing service in the training grade, and the practitioner will be re-appointed on the appropriate incremental point of the training grade scale. Where pay in the earlier training post was already protected under these provisions, such protection shall continue. Practitioners whose previous appointment was in the Northern Ireland, Isle of Man or Channel Islands hospital service are eligible for protection of salary under the terms of this paragraph.</p> |              |                           |
| 76 | Paragraph 133.d. | <p>Inserted<br/>d. Where a practitioner is appointed to the Specialty Registrar grade from the SHO grade transitional arrangements will be as set out in Pay Circular (Medical and Dental) 4/2007.</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 77 | Paragraph 135.e. | <p>Deleted<br/><u>Hospital Medical and Dental Staff</u><br/>e. for hospital medical and dental staff, the rate of salary paid in the previous appointment shall also not include any payments for an additional notional half-day under paragraph 14, additional sessions under paragraph 16 or for a salary supplement, as appropriate, for which the practitioner was contracted in that appointment. The practitioner will, however, be entitled to payment for an additional notional half-day under paragraph 14, additional sessions under paragraph 16, or for a salary supplement, as appropriate, which are contracted for in the new appointment, and these shall be paid at the appropriate proportion of the salary determined under these provisions.</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                  |   |              |                           |
|----|------------------|---|--------------|---------------------------|
|    |                  | <p>Insert</p> <p>e. A practitioner entitled to protection under paragraph 132 shall continue to receive the leave entitlement of his or her previous post and shall receive the appropriate training grade salary plus the supplement or his or her protected salary, whichever is the greater, except that where the salary is protected at a point on the training grade scales the supplement for the new post shall be paid in any case. The appropriate training grade salary shall be determined as the point on the training grade incremental scale previously reached, plus recognition of service in the same or a higher grade subject to the provisions of paragraph 123 and such guidance as may be published from time to time. For career grade practitioners entering a training grade, the basic salary paid in the previous appointment shall also, for protection purposes, not include any payments for an additional notional half-day under paragraph 14, additional sessions under paragraph 16, payments for additional Programmed Activities, out of hours or on-call, or a salary supplement, as appropriate, for which the practitioner was contracted in that career grade appointment. The practitioner will, however, be entitled to have total pay in the training post calculated as if the duties contracted for in the training post had been carried out under the relevant terms of the career grade contract held before re-entry to training. For consultants in Wales this will not include the equivalent payments under paragraphs 2.27 and 2.46 of the Addendum to the Medical and Dental Staff (Wales) Handbook.</p> |              |                           |
| 78 | Paragraph 135.f. | <p>Deleted</p> <p><b><u>Doctors in Public Health Medicine and the Community Health Service</u></b></p> <p>f. for doctors in public health medicine and the community health service, a practitioner entitled to protection under paragraph 132 shall receive the appropriate training grade salary plus the supplement or his or her protected salary, whichever is the greater, except that where the salary is protected at a point on the trainee scale the supplement shall be paid in any case.</p> <p>Insert</p> <p>f. Not allocated.</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 79 | Paragraph 188    | <p>Deleted</p> <p><b><u>HOs</u></b></p>   | 30 July 2007 | Pay Circular (M&D)        |

|    |                  |  |              |                           |
|----|------------------|--|--------------|---------------------------|
|    |                  | <p>188. Despite the foregoing requirement, a medical or dental practitioner who fails to pass the medical examination shall not be refused an appointment as HO unless the practitioner's employment is likely to be prejudicial to the health of his or her patients or colleagues. In the case of practitioners so appointed, however, the passing of a medical examination shall be an essential condition of appointment to a post in any grade other than HO.</p> <p>Insert<br/><b><u>House Officers</u></b></p> <p>188. Despite the foregoing requirement, a medical or dental practitioner who fails to pass the medical examination shall not be refused an appointment as HO, FHO1 or FHO2 unless the practitioner's employment is likely to be prejudicial to the health of his or her patients or colleagues. In the case of practitioners so appointed, however, the passing of a medical examination shall be an essential condition of appointment to a post in any grade other than HO, FHO1 or FHO2.</p>   |              | 6/2007                    |
| 80 | Paragraph 190.a. | <p>Deleted<br/><b><u>TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL</u></b></p> <p>190.a. In Wales only (this paragraph does not apply in England from 17 February 2005), subject to sub-paragraph (c), a consultant, SHMO, SHDO, AS, child psychiatrist appointed to a personal substantive grade under circular HC(79)7, senior clinical medical officer, senior medical officer (community medicine), clinical medical officer on or above the 6th point of the salary scale or hospital practitioner who considers that his or her appointment is being unfairly terminated may appeal to the Secretary of State against the termination by sending to the Secretary of State a notice of appeal at any time during the period of notice of termination of his or her appointment.</p> <p>Insert<br/><b><u>TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL</u></b></p> <p>190.a. In Wales only (this paragraph does not apply in England from 17 February 2005), subject to sub-paragraph (c), a consultant, AS, child psychiatrist appointed to a personal substantive grade under circular HC(79)7, senior clinical medical officer, senior medical officer (community medicine),</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|  |               |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
|--|---------------|---|--------------|--------------------|-----|-----------|-----|--------------|--|------------|-------------------------|--------------|------------|-----------|----------------------|-----------|------------|--------------|---|------------|-------------------------|--------------|--------------|---------------------------|
|  |               | clinical medical officer on or above the 6th point of the salary scale or hospital practitioner who considers that his or her appointment is being unfairly terminated may appeal to the Secretary of State against the termination by sending to the Secretary of State a notice of appeal at any time during the period of notice of termination of his or her appointment.   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| 81   | Paragraph 196 | <p>Deleted</p> <p><b><u>Contractual minimum period of notice</u></b></p> <p>196. The agreed minimum period of notice by both sides for practitioners in regular appointments shall, unless the statutory minimum periods specified in paragraph 195 are longer, be as follows:</p> <table> <tr> <td>HO</td> <td>two weeks</td> </tr> <tr> <td>SHO</td> <td>one month</td> </tr> <tr> <td>SpR</td> <td>three months</td> </tr> <tr> <td>R, part-time medical or dental officer (paragraphs 94 and 105)</td> <td>two months</td> </tr> <tr> <td>All other practitioners</td> <td>three months</td> </tr> </table> <p>Insert</p> <p><b><u>Contractual minimum period of notice</u></b></p> <p>196. The agreed minimum period of notice by both sides for practitioners in regular appointments shall, unless the statutory minimum periods specified in paragraph 195 are longer, be as follows:</p> <table> <tr> <td>FHO1 or HO</td> <td>two weeks</td> </tr> <tr> <td>FHO2, StR(FT) or SHO</td> <td>one month</td> </tr> <tr> <td>SpR or StR</td> <td>three months</td> </tr> <tr> <td>Part-time medical or dental officer (paragraphs 94 and 105)</td> <td>two months</td> </tr> <tr> <td>All other practitioners</td> <td>three months</td> </tr> </table> | HO           | two weeks          | SHO | one month | SpR | three months | R, part-time medical or dental officer (paragraphs 94 and 105) | two months | All other practitioners | three months | FHO1 or HO | two weeks | FHO2, StR(FT) or SHO | one month | SpR or StR | three months | Part-time medical or dental officer (paragraphs 94 and 105) | two months | All other practitioners | three months | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| HO   | two weeks     |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| SHO  | one month     |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| SpR  | three months  |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| R, part-time medical or dental officer (paragraphs 94 and 105) | two months    |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| All other practitioners  | three months  |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| FHO1 or HO   | two weeks     |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| FHO2, StR(FT) or SHO   | one month     |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| SpR or StR   | three months  |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| Part-time medical or dental officer (paragraphs 94 and 105)    | two months    |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| All other practitioners  | three months  |   |              |                    |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |
| 82   | Paragraph 205 | <p>Deleted</p> <p><b><u>ANNUAL LEAVE</u></b></p>  | 30 July 2007 | Pay Circular (M&D) |     |           |     |              |  |            |                         |              |            |           |                      |           |            |              |   |            |                         |              |              |                           |

|  |  |   |  |        |
|--|--|---|--|--------|
|  |  | <p>205. The following practitioners shall be entitled to leave at the rate of 6 weeks a year:</p> <p>Consultants<br/> SHMOs<br/> SHDOs<br/> SRs<br/> SpRs on the third or higher incremental points of their scale<br/> Practitioners appointed under the terms of paragraphs 94 or 105<br/> SCMOs<br/> Senior medical officers (community medicine)<br/> CMOs on or above the 6th point of the salary scale<br/> Hospital Practitioners<br/> ASs<br/> Practitioners in the staff grade who have completed two years' service in the grade or who had an entitlement to six weeks' leave a year in their immediately previous appointments<br/> CMOs who have served 5 years in the grade before transfer to staff grade as part of the assimilation into a combined child health service between 1 February 1994 and 31 January 1995.</p> <p>Insert<br/> <b><u>ANNUAL LEAVE</u></b></p> <p>205. The following practitioners shall be entitled to leave at the rate of 6 weeks a year:</p> <p>Consultants<br/> SHMOs<br/> SHDOs<br/> SpRs, StRs and StRs (FT)s on the third or higher incremental points of their scale<br/> Practitioners appointed under the terms of paragraphs 94 or 105<br/> SCMOs<br/> Senior medical officers (community medicine)<br/> CMOs on or above the 6th point of the salary scale<br/> Hospital Practitioners</p> |  | 6/2007 |
|--|--|---|--|--------|

|    |               |   |              |                           |
|----|---------------|---|--------------|---------------------------|
|    |               | <p>ASs</p> <p>Practitioners in the staff grade who have completed two years' service in the grade or who had an entitlement to six weeks' leave a year in their immediately previous appointments</p> <p>CMOs who have served 5 years in the grade before transfer to staff grade as part of the assimilation into a combined child health service between 1 February 1994 and 31 January 1995.</p>   |              |                           |
| 83 | Paragraph 206 | <p>Deleted</p> <p>206. The following practitioners shall be entitled to leave at the rate of 5 weeks a year:</p> <p>Registrars<br/>SpRs on the minimum, 1<sup>st</sup> or 2<sup>nd</sup> incremental points of their payscale<br/>SHOs<br/>CMOs on the first 5 points of the salary scale<br/>Practitioners in the staff grade other than those mentioned in paragraph 205.</p> <p>Insert</p> <p>206. The following practitioners shall be entitled to leave at the rate of 5 weeks a year:</p> <p>Registrars<br/>SpRs on the minimum, 1<sup>st</sup> or 2<sup>nd</sup> incremental points of their payscale<br/>SHOs<br/>CMOs on the first 5 points of the salary scale<br/>Practitioners in the staff grade other than those mentioned in paragraph 205</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 84 | Paragraph 210 | <p>Deleted</p> <p><b><u>HOs</u></b></p> <p>210. HOs are entitled to leave at the rate of five weeks a year. The leave period of an HO shall correspond with the period of tenure of a post. Not more than four days' leave may be carried</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |



|    |               |  |              |                           |
|----|---------------|--|--------------|---------------------------|
|    |               | <p>forward from one post into subsequent appointments, or may be anticipated from such subsequent appointments.</p> <p>Insert<br/><b><u>FHO1s and HOs</u></b></p> <p>210. FHO1s and HOs are entitled to leave at the rate of five weeks a year. The leave period of an FHO1 or HO shall correspond with the period of tenure of a post. Not more than four days' leave may be carried forward from one post into subsequent appointments, or may be anticipated from such subsequent appointments.</p>   |              |                           |
| 85 | Paragraph 211 | <p>Deleted<br/><b><u>Locum tenens: leave entitlement</u></b></p> <p>211. Subject to paragraph 212, practitioners acting as locums for practitioners in the grades not mentioned below shall be entitled to leave at the rate of six weeks per twelve months' continuous locum service; practitioners acting as locums for Rs, SHOs and HOs shall be entitled to leave at the rate of five weeks per twelve months' continuous locum service.</p> <p>Insert<br/><b><u>Locum tenens: leave entitlement</u></b></p> <p>211. Subject to paragraph 212, practitioners acting as locums shall be entitled to leave at the rate applicable to the substantive grade of the acting post per twelve months' continuous locum service except that practitioners acting as locums in the run-through StR grade shall be entitled to leave at the rate of six weeks per twelve months' continuous locum service regardless of previous service in the substantive grade.</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 86 | Paragraph 226 | <p>Deleted<br/><b><u>HOs who have not passed a medical examination</u></b></p> <p>226. The application of the above scale of allowances in the case of a practitioner appointed as</p>   | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |               |  |              |                           |
|----|---------------|--|--------------|---------------------------|
|    |               | <p>HO who has failed to pass the medical examination and has been employed under the terms of paragraph 188 shall be subject to an overriding maximum period of paid sick leave on the basis of one week for each completed month of service.</p> <p>Insert<br/> <u><b>House Officers who have not passed a medical examination</b></u></p> <p>226. The application of the above scale of allowances in the case of a practitioner appointed as FHO1, FHO2 or HO who has failed to pass the medical examination and has been employed under the terms of paragraph 188 shall be subject to an overriding maximum period of paid sick leave on the basis of one week for each completed month of service.</p>   |              |                           |
| 87 | Paragraph 241 | <p>Deleted<br/> <u><b>Termination of employment</b></u></p> <p>241. The sick leave provisions of these Terms and Conditions or Service shall cease to apply to a practitioner on the termination of employment by reasons of permanent ill-health or infirmity of mind or body, of resignation, of age, or any other reason; provided that, where a practitioner is in receipt of sick leave allowance at the time of expiry of a contract in a regular appointment as a SR, R, SpR, SHO, or HO, that allowance shall be paid during the practitioner's illness, subject as a maximum to his or her entitlement to allowances under the provisions of paragraph 225 and 226.</p> <p>Insert<br/> <u><b>Termination of employment</b></u></p> <p>241. The sick leave provisions of these Terms and Conditions or Service shall cease to apply to a practitioner on the termination of employment by reasons of permanent ill-health or infirmity of mind or body, of resignation, of age, or any other reason; provided that, where a practitioner is in receipt of sick leave allowance at the time of expiry of a contract in a regular appointment in a training grade, that allowance shall be paid during the practitioner's illness, subject as a maximum to his or her entitlement to allowances under the provisions of paragraph 225 and 226.</p> | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 88 | Paragraph     | Deleted  | 30 July      | Pay                       |

|    |                  |  |              |                           |
|----|------------------|--|--------------|---------------------------|
|    | 251.b.           | <p>b. SRs</p> <p>In addition to an aggregate, normally equivalent to at least one day per week for individual study and specific research projects, professional leave with pay and expenses within a maximum of an annual rate of ten days over a period of three years; this allowance being cumulative over three years, provided that the total amount due in three years is not taken until one year of the appointment has been served. This allowance may be carried over within the three year period on promotion to a permanent post in grades listed at a. above.</p> <p>Insert<br/>b. Not allocated.</p> | 2007         | Circular (M&D) 6/2007     |
| 89 | Paragraph 251.c. | <p>Deleted<br/>SpRs<br/>Rs<br/>CMOs<br/>SHOs<br/>HOs and post-registration medical HOs</p> <p>Insert<br/>c. SpRs<br/>StRs<br/>StR (FT)s<br/>CMOs<br/>SHOs<br/>FHO2s<br/>HOs</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 90 | Paragraph 251.d. | <p>Deleted<br/>d. Pre-registration HOs should be allowed reasonable time within working hours for attending, within the hospital, clinico-pathological conferences and ward rounds with other firms.</p>   | 30 July 2007 | Pay Circular (M&D)        |

|    |                  |  |              |                           |
|----|------------------|--|--------------|---------------------------|
|    |                  | Insert<br>d. FHO1s and pre-registration HOs should be allowed reasonable time within working hours for attending, within the hospital, clinico-pathological conferences and ward rounds with other firms.  |              | 6/2007                    |
| 91 | Paragraph 260.b. | Deleted<br>b. <u>Jury service</u> : Normally medical and dental practitioners are entitled to be excused jury service.<br><br>Insert<br>b. Not allocated.  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 92 | Paragraph 261    | Deleted<br><b><u>Maternity leave</u></b><br><br>261. The provisions listed temporarily at Appendix IV(i) shall apply<br><br>Insert<br><b><u>Maternity leave</u></b><br><br>261. The provisions listed temporarily at Appendix VI(i) shall apply  | 30 July 2007 | Pay Circular (M&D) 5/2007 |
| 93 | Paragraph 262    | Deleted<br><b><u>Special leave for domestic, personal and family reasons</u></b><br><br>262. The provisions of Section 12 of the General Council Conditions of Service shall apply.<br><br>Insert<br><b><u>Special leave for domestic, personal and family reasons</u></b><br><br>262. The provisions listed temporarily at Appendix VI(vi) shall apply. | 30 July 2007 | Pay Circular (M&D) 5/2007 |
| 94 | Paragraph        | Deleted  | 30 July      | Pay                       |

|    |                  |   |              |                           |
|----|------------------|---|--------------|---------------------------|
|    | 283              | <p><b><u>Scattered hospitals</u></b></p> <p>283. Where, in exceptional circumstances, consultants are required by their employing authority, as a condition of their contract, to live within a specified area at a distance of more than ten miles by road from their principal hospital in order to provide adequate emergency cover to a group of widely scattered hospitals or other institutions, mileage allowance at the approved rate shall be paid for the whole of the journey between their home and their principal hospital.</p> <p><b><u>Journeys Beginning or Ending at Home: Other Staff</u></b><br/>(ie. practitioners in the grades of SG, CMO, SR, SpR, R, SHO, HO and HP, or employed under paragraphs 94 or 105)</p> <p>Insert<br/><b><u>Scattered hospitals</u></b></p> <p>283. Where, in exceptional circumstances, consultants are required by their employing authority, as a condition of their contract, to live within a specified area at a distance of more than ten miles by road from their principal hospital in order to provide adequate emergency cover to a group of widely scattered hospitals or other institutions, mileage allowance at the approved rate shall be paid for the whole of the journey between their home and their principal hospital.</p> <p><b><u>Journeys Beginning or Ending at Home: Other Staff</u></b><br/>(ie. practitioners in the grades of SG, CMO, HP, or any training grade, or employed under paragraphs 94 or 105)</p> | 2007         | Circular (M&D) 6/2007     |
| 95 | Paragraph 284.c. | <p>Deleted</p> <p>c. For SRs, SpRs, Rs and SHOs in public health medicine, for official journeys between 6pm and 8am and on Saturdays, Sundays, statutory and public holidays only between 8am and 6pm, the base for the calculation of mileage allowance shall be the doctor's own home.</p> <p>Insert</p> <p>c. For training grades in public health medicine, for official journeys between 6pm and 8am</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|    |                   |  |              |                           |
|----|-------------------|--|--------------|---------------------------|
|    |                   | and on Saturdays, Sundays, statutory and public holidays only between 8am and 6pm, the base for the calculation of mileage allowance shall be the doctor's own home.   |              |                           |
| 96 | Paragraph 285.e.i | Deleted<br>i. the practitioner is a SR, SpR, R, SHO or HO who owned the home before taking up the appointment; or<br><br>Insert<br>i. the practitioner is in a training grade and owned the home before taking up the appointment; or  | 30 July 2007 | Pay Circular (M&D) 6/2007 |
| 97 | Paragraph 331     | Deleted<br><b><u>Equal opportunities</u></b><br><br>331. The provisions of Section 7 of the General Council Conditions of Service shall apply.<br><br>Insert<br><b><u>Equal opportunities</u></b><br><br>331. The provisions of Section 7A of the General Council Conditions of Service shall apply. | 30 July 2007 | Pay Circular (M&D) 5/2007 |
| 98 | Paragraph 332     | Deleted<br><b><u>Harassment at work</u></b><br><br>332. The provisions of Section 8 of the General Council Conditions of Service shall apply.<br><br>Insert<br><b><u>Dignity at work</u></b><br><br>332. The provisions of Section 7C of the General Council Conditions of Service shall apply.      | 30 July 2007 | Pay Circular (M&D) 5/2007 |

|     |                     |   |                 |                                    |
|-----|---------------------|---|-----------------|------------------------------------|
| 99  | Paragraph<br>333    | Deleted<br><b><u>Child care</u></b><br><br>333. The provisions of Section 9 of the General Council Conditions of Service shall apply.<br><br>Insert<br><b><u>Child care</u></b><br><br>333. The provisions of temporary Appendix VI(iv) shall apply.  | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>5/2007 |
| 100 | Paragraph<br>334    | Deleted<br><b><u>Retainer schemes</u></b><br><br>334. The general provisions of Section 10 of the General Council Conditions of Service shall apply, subject where appropriate to the particular provisions of the Doctors and Dentists Retainer Schemes set out in Annex B of PM(79)3 and EL(90)222 respectively.<br><br>Insert<br><b><u>Retainer schemes</u></b><br><br>334. The general provisions of temporary Appendix VI(ii) shall apply.   | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>5/2007 |
| 101 | Supplement<br>7 - 8 | Deleted<br><b><u>EXAMINATIONS OF BLIND OR PARTIALLY-SIGHTED PERSONS FOR THE COMPLETION OF FORM BD8 (Schedule paragraph 2)</u></b><br><br>7. These fees are payable if the doctor has taken steps to ascertain that the patient is not already registered, or where it is proposed to recommend that a registered patient be transferred from one category of register to another, and it has been decided in consultation with the local authority concerned (by telephone if necessary) that the examination should be carried out other than in the course of sessional arrangements.<br><br>The fees for re-examination should be paid if the previous BD8 is available at the time of the | 30 July<br>2007 | Pay<br>Circular<br>(M&D)<br>6/2007 |

|     |            |  |              |                           |
|-----|------------|--|--------------|---------------------------|
|     |            | <p>re-examination</p> <p>8. Where Form BD8 is completed in the course of or following a domiciliary consultation for hospital purposes without a further visit being necessary, the combined fee should be paid by his employing authority at the rate shown in Appendix I (paragraph 145) to the Hospital Medical and Dental Staff Terms and Conditions of Service.</p> <p>Insert</p> <p><b><u>EXAMINATIONS OF BLIND OR PARTIALLY-SIGHTED PERSONS FOR THE COMPLETION OF FORM CVI (Schedule paragraph 2)</u></b></p> <p>7. These fees are payable if the doctor has taken steps to ascertain that the patient is not already registered, or where it is proposed to recommend that a registered patient be transferred from one category of register to another, and it has been decided in consultation with the local authority concerned (by telephone if necessary) that the examination should be carried out other than in the course of sessional arrangements.</p> <p>The fees for re-examination should be paid if the previous CVI is available at the time of the re-examination</p> <p>8. Where Form CVI is completed in the course of or following a domiciliary consultation for hospital purposes without a further visit being necessary, the combined fee should be paid by his employing authority at the rate shown in Appendix I (paragraph 145) to the Hospital Medical and Dental Staff Terms and Conditions of Service.</p> |              |                           |
| 102 | Appendix 1 | <p>Delete</p> <p><b><u>England</u></b></p> <p>Please see the latest Pay Circular which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on theNHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp</a></p> <p>Insert</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |



|                |   | <p><b>England</b></p> <p>Please see the latest Pay Circular which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on the NHS Employers website at <a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a></p>  |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |
|----------------|---|--|----------------|----------------|------------------------|---|---|-----|---|---|-----|---|---------------------|-----|---|--------------------|-----|---|------------|-----|--------------|---------------------------|
| 103            | Appendix II   | <p>Delete</p> <p style="text-align: right;"><b>APPENDIX II<sup>38</sup></b></p> <p>This Appendix sets out by reference to the General Handbook which General Council agreements have been applied to hospital medical and dental staff and in what way.</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>Section</b></th> <th style="text-align: left;"><b>Subject</b></th> <th style="text-align: left;"><b>See Paragraphs:</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ANNUAL LEAVE ENTITLEMENT<br/>(except that this Section does not apply to locums, and subject to the further qualifications set out in paragraph 216)</td> <td>216</td> </tr> <tr> <td>2</td> <td>STATUTORY AND PUBLIC HOLIDAYS<br/>(subject to the qualifications set out in paragraph 214)</td> <td>214</td> </tr> <tr> <td>7</td> <td>EQUAL OPPORTUNITIES</td> <td>331</td> </tr> <tr> <td>8</td> <td>HARASSMENT AT WORK</td> <td>332</td> </tr> <tr> <td>9</td> <td>CHILD CARE</td> <td>333</td> </tr> </tbody> </table> | <b>Section</b> | <b>Subject</b> | <b>See Paragraphs:</b> | 1 | ANNUAL LEAVE ENTITLEMENT<br>(except that this Section does not apply to locums, and subject to the further qualifications set out in paragraph 216) | 216 | 2 | STATUTORY AND PUBLIC HOLIDAYS<br>(subject to the qualifications set out in paragraph 214) | 214 | 7 | EQUAL OPPORTUNITIES | 331 | 8 | HARASSMENT AT WORK | 332 | 9 | CHILD CARE | 333 | 30 July 2007 | Pay Circular (M&D) 5/2007 |
| <b>Section</b> | <b>Subject</b>  | <b>See Paragraphs:</b>   |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |
| 1              | ANNUAL LEAVE ENTITLEMENT<br>(except that this Section does not apply to locums, and subject to the further qualifications set out in paragraph 216) | 216  |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |
| 2              | STATUTORY AND PUBLIC HOLIDAYS<br>(subject to the qualifications set out in paragraph 214)   | 214  |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |
| 7              | EQUAL OPPORTUNITIES   | 331  |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |
| 8              | HARASSMENT AT WORK  | 332  |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |
| 9              | CHILD CARE  | 333  |                |                |                        |   |   |     |   |   |     |   |                     |     |   |                    |     |   |            |     |              |                           |

|  |                |  |           |                             |
|--|----------------|--|-----------|-----------------------------|
|  | 10             | RETAINER SCHEMES<br>(subject to the qualifications set out in paragraph 334)                           | 334       |                             |
|  | 11             | JOB SHARING<br>(subject to the qualification set out in paragraph 70)                                  | 70        |                             |
|  | 12             | SPECIAL LEAVE FOR DOMESTIC, PERSONAL AND FAMILY REASONS  | 262       |                             |
|  | 22             | SUBSISTENCE ALLOWANCES<br>(subject to the qualifications set out in paragraph 311)                     | 311       |                             |
|  | 23             | TRAVELLING EXPENSES<br>(subject to the qualifications set out in paragraphs 277 to 303)                | 277 - 303 |                             |
|  | 26             | REMOVAL EXPENSES AND ASSOCIATED PROVISIONS<br>(subject to the qualifications set out in paragraph 315) | 314 - 315 |                             |
|  | 33             | DISPUTES PROCEDURES  | 335       |                             |
|  | 34             | ORGANISATIONAL CHANGE - APPEALS  |           |                             |
|  | 38             | FACILITIES FOR STAFF ORGANISATIONS   |           |                             |
|  | 39             | JOINT CONSULTATION MACHINERY   |           |                             |
|  |                |  |           | <b>APPENDIX II (Cont'd)</b> |
|  | <b>Section</b> | <b>Subject</b>   |           | <b>See Paragraphs:</b>      |
|  | 41             | HEALTH AWARENESS FOR NHS STAFF   | 336       |                             |

|  |    |  |         |     |
|--|----|--|---------|-----|
|  | 46 | PAYMENT OF SUPERANNUATION AND COMPENSATION BENEFITS ON PREMATURE RETIREMENT                    |         |     |
|  | 47 | PROTECTION OF PAY AND CONDITIONS OF SERVICE  |         |     |
|  | 52 | POSITION OF EMPLOYEES ELECTED TO PARLIAMENT  |         | 338 |
|  | 53 | MEMBERSHIP OF LOCAL AUTHORITIES  |         | 339 |
|  | 54 | PAYMENT OF ANNUAL SALARIES   |         | 340 |
|  | 55 | PREPERATION FOR RETIREMENT   |         |     |
|  | 56 | LONDON WEIGHTING<br>(Only paragraphs 4, 10 to 14 and 18 to 20 thereof apply)                   | 55 - 60 |     |
|  | 57 | STATUTORY SICK PAY: QUALIFYING DAYS<br>(subject to the qualification set out in paragraph 244) |         | 244 |
|  | 58 | NHS REORGANISATION 1974 - CONTINUITY OF EMPLOYMENT   |         |     |
|  | 59 | NHS TRUSTS - CONTINUITY OF SERVICE   |         | 341 |
|  | 61 | ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO THE NHS EMPLOYMENT             |         | 342 |
|  | 62 | NHS REORGANISATION - STAFFING ARRANGEMENTS (ENGLAND)   |         |     |
|  | 63 | NHS REORGANISATION - APPEALS (ENGLAND)   |         |     |

|                             |   |  |                               |
|-----------------------------|---|--|-------------------------------|
|                             | <p>65 NHS REORGANISATION - STAFFING ARRANGEMENTS (WALES)</p> <p>66 NHS REORGANISATION - APPEALS (WALES)</p> <p>68 NHS REORGANISATION - STAFFING ARRANGMENTS (SCOTLAND)</p> <p>69 NHS REORGANISATION - APPEALS (SCOTLAND)</p> <p>70 DISMISSAL APPEALS TRIBUNAL - EMPLOYEES TRANSFERRING FROM, TO OR WITHIN SCOTLAND</p>  |  |                               |
| <b>APPENDIX II (Cont'd)</b> |   |  |                               |
|                             | <p><b>Section</b></p> <p><b>Subject</b></p>   |  | <p><b>See Paragraphs:</b></p> |
|                             | <p>71 SUPPLEMENT TO INDUSTRIAL TRIBUNAL AWARDS FOLLOWING SUCCESSFUL APPEALS AGAINST UNFAIR DISMISSAL FOR EMPLOYEES TRANSFERRING, TO OR WITHIN SCOTLAND</p> <p>74 NHS REORGANISATION - PROTECTION OF PAY AND TERMS AND CONDITIONS OF SERVICE</p>   |  |                               |
|                             | <p>NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).</p> <p>NB - Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)</p> <p>NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup><br/> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAMPGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAMPGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a></p> |  |                               |
|                             | <p><sup>24</sup></p>  |  |                               |

|  |  |   |                        |
|--|--|---|------------------------|
|  | Insert   |   |                        |
|  |  | <b>APPENDIX II</b> <sup>38, 103</sup>   |                        |
|  | This Appendix sets out by reference to the General Handbook which General Council agreements have been applied to hospital medical and dental staff and in what way. |   |                        |
|  | <b>Section</b>   | <b>Subject</b>  | <b>See Paragraphs:</b> |
|  | 1  | ANNUAL LEAVE ENTITLEMENT<br>(except that this Section does not apply to locums, and subject to the further qualifications set out in paragraph 216) | 216                    |
|  | 2  | STATUTORY AND PUBLIC HOLIDAYS<br>(subject to the qualifications set out in paragraph 214)   | 214                    |
|  | 7.A  | GENERAL STATEMENT   | 331                    |
|  | 7.B  | RECRUITMENT, PROMOTION AND STAFF DEVELOPMENT  |                        |
|  | 7.C  | DIGNITY AT WORK   | 332                    |
|  | 22   | SUBSISTENCE ALLOWANCES<br>(subject to the qualifications set out in paragraph 311)  | 311                    |
|  | 23   | TRAVELLING EXPENSES<br>(subject to the qualifications set out in paragraphs 277 to 303)   | 277 - 303              |
|  | 26   | REMOVAL EXPENSES AND ASSOCIATED PROVISIONS<br>(subject to the qualifications set out in paragraph 315)  | 314 - 315              |
|  | 33   | DISPUTES PROCEDURES   | 335                    |
|  | 34   | ORGANISATIONAL CHANGE - APPEALS   |                        |
|  | 38   | FACILITIES FOR STAFF ORGANISATIONS  |                        |
|  | 39   | JOINT CONSULTATION MACHINERY  |                        |

|                             |  |  |                        |  |
|-----------------------------|--|--|------------------------|--|
| 41                          | HEALTH AWARENESS FOR NHS STAFF   | 336  |                        |  |
| 46                          | PAYMENT OF SUPERANNUATION AND COMPENSATION BENEFITS ON PREMATURE RETIREMENT                    |  |                        |  |
| 47                          | PROTECTION OF PAY AND CONDITIONS OF SERVICE  |  |                        |  |
| 52                          | POSITION OF EMPLOYEES ELECTED TO PARLIAMENT  | 338  |                        |  |
| 53                          | MEMBERSHIP OF LOCAL AUTHORITIES  | 339  |                        |  |
| 54                          | PAYMENT OF ANNUAL SALARIES   | 340  |                        |  |
| 55                          | PREPERATION FOR RETIREMENT   |  |                        |  |
| 56                          | LONDON WEIGHTING<br>(Only paragraphs 4, 10 to 14 and 18 to 20 thereof apply)                   | 55 - 60  |                        |  |
| 57                          | STATUTORY SICK PAY: QUALIFYING DAYS<br>(subject to the qualification set out in paragraph 244) | 244  |                        |  |
| 58                          | NHS REORGANISATION 1974 - CONTINUITY OF EMPLOYMENT   |  |                        |  |
| 59                          | NHS TRUSTS - CONTINUITY OF SERVICE   | 341  |                        |  |
| 61                          | ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO THE NHS EMPLOYMENT             | 342  |                        |  |
| 62                          | NHS REORGANISATION - STAFFING ARRANGEMENTS (ENGLAND)   |  |                        |  |
| 63                          | NHS REORGANISATION - APPEALS (ENGLAND)   |  |                        |  |
| <b>APPENDIX II (Cont'd)</b> |  |  |                        |  |
|                             | <b>Section</b>   | <b>Subject</b>                                     | <b>See Paragraphs:</b> |  |
| 65                          |  | NHS REORGANISATION - STAFFING ARRANGEMENTS (WALES) |                        |  |
| 66                          |  | NHS REORGANISATION - APPEALS (WALES)               |                        |  |

|     |              |  |              |                           |
|-----|--------------|--|--------------|---------------------------|
|     |              | <p>68 NHS REORGANISATION - STAFFING ARRANGMENTS (SCOTLAND)</p> <p>69 NHS REORGANISATION - APPEALS (SCOTLAND)</p> <p>70 DISMISSAL APPEALS TRIBUNAL - EMPLOYEES TRANSFERRING FROM, TO OR WITHIN SCOTLAND</p> <p>71 SUPPLEMENT TO INDUSTRIAL TRIBUNAL AWARDS FOLLOWING SUCCESSFUL APPEALS AGAINST UNFAIR DISMISSAL FOR EMPLOYEES TRANSFERRING, TO OR WITHIN SCOTLAND</p> <p>74 NHS REORGANISATION - PROTECTION OF PAY AND TERMS AND CONDITIONS OF SERVICE</p> <p>NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).</p> <p>NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAndGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAndGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a> <sup>24</sup></p> <p>NB – Please note that Employment Break Scheme arrangements are now covered by Temporary Appendix VI(ii)</p> <p>NB – Please note that Redundancy Pay arrangements are now covered by Temporary Appendix VI(iii) <sup>38</sup></p> <p>NB – Please note that Caring for Children and Adults is now covered by Temporary Appendix VI(iv)</p> <p>NB – Please note that Flexible Working Arrangements are now covered by Temporary Appendix VI(v)</p> <p>NB – Please note that Balancing Work and Personal Life is now covered by Temporary Appendix VI(vi)</p> |              |                           |
| 104 | Appendix III | <p>Delete</p> <p style="text-align: right;"><b>APPENDIX III<sup>39</sup></b></p> <p>This Appendix sets out by reference to the subject matter the General Council agreements which apply to hospital medical and dental staff</p>  | 30 July 2007 | Pay Circular (M&D) 5/2007 |

|  |  | <b>Subject Handbook</b><br><br>ANNUAL LEAVE<br>ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT<br>CHILD CARE<br>DISPUTES PROCEDURES<br>EQUAL OPPORTUNITIES<br>HARASSMENT AT WORK<br>HEALTH AWARENESS FOR NHS STAFF<br>JOB SHARING<br>JOINT CONSULTATION MACHINERY<br>LOCAL AUTHORITIES, MEMBERSHIP OF<br>LONDON WEIGHTING<br>MILEAGE ALLOWANCES<br>NHS REORGANISATION<br><br>NHS TRUSTS - CONTINUITY OF SERVICE<br>ORGANISATIONAL CHANGE - APPEALS<br>PARLIAMENT, POSITION OF EMPLOYERS ELECTED TO<br>PREMATURE RETIREMENT, PAYMENT OF<br>PROTECTION OF PAY AND CONDITIONS OF SERVICE<br>SUPERANNUATION AND COMPENSATION BENEFITS ON<br><br>REMOVAL EXPENSES<br>RETAINER SCHEMES<br>RETIREMENT, PREPARATION FOR<br>SALARIES, PAYMENT OF<br>SPECIAL LEAVE FOR DOMESTIC, PERSONAL | <b>Section (s) of General Council</b><br><br>1 *<br><br>61<br>9<br>33<br>7<br>8<br>41<br><br>11 *<br><br>39<br>53<br>56 *<br>23 *<br>58, 62, 63, 65,<br>66, 68, 69, 70,<br>71, 74<br><br>59<br>34<br>52<br><br>47<br><br>46<br><br>26 *<br><br>10 *<br>55<br><br>54 |  |
|--|--|--|---|--|
|--|--|--|---|--|



|  |   |  |  |
|--|---|--|--|
|  | <p>AND FAMILY REASONS 12</p> <p>STAFF ORGANISATIONS, FACILITIES FOR 38</p> <p>STATUTORY AND PUBLIC HOLIDAYES 2 *</p> <p>STATUTORY SICK PAY, QUALIFYING DAYS 57 *</p> <p>SUBSISTENCE ALLOWANCES 22 *</p> <p>TRAVELLING EXPENSES 23 *</p> <p>* but see note in Appendix II</p> <p>NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).</p> <p>NB – Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)</p> <p>NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup><br/> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAmPGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAmPGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a><br/> <sup>25</sup></p> <p>Insert</p> <p>This Appendix sets out by reference to the subject matter the General Council agreements which apply to hospital medical and dental staff</p> <p><b>Subject</b><br/> <b>Section (s) of General Council Handbook</b></p> <p>ANNUAL LEAVE 1 *</p> <p>ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON</p> |  |  |
|--|---|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  | RE-ENTRY AND ENTRY TO NHS EMPLOYMENT         | 61   |  |  |
|  | DISPUTES PROCEDURES                          | 33   |  |  |
|  | EQUAL OPPORTUNITIES                          | 7.A  |  |  |
|  | DIGNITY AT WORK                              | 7.C  |  |  |
|  | HEALTH AWARENESS FOR NHS STAFF               | 41   |  |  |
|  | JOINT CONSULTATION MACHINERY                 | 39   |  |  |
|  | LOCAL AUTHORITIES, MEMBERSHIP OF             | 53   |  |  |
|  | LONDON WEIGHTING                             | 56 *   |  |  |
|  | MILEAGE ALLOWANCES                           | 23 *   |  |  |
|  | NHS REORGANISATION                           | 58, 62, 63, 65,<br>66, 68, 69, 70,<br>71, 74 |  |  |
|  | NHS TRUSTS - CONTINUITY OF SERVICE           | 59   |  |  |
|  | ORGANISATIONAL CHANGE - APPEALS              | 34   |  |  |
|  | PARLIAMENT, POSITION OF EMPLOYERS ELECTED TO | 52   |  |  |
|  | PREMATURE RETIREMENT, PAYMENT OF             |  |  |  |
|  | PROTECTION OF PAY AND CONDITIONS OF SERVICE  | 47   |  |  |
|  | SUPERANNUATION AND COMPENSATION BENEFITS ON  | 46   |  |  |
|  | REMOVAL EXPENSES                             | 26 *   |  |  |
|  | RETIREMENT, PREPARATION FOR                  | 55   |  |  |
|  | SALARIES, PAYMENT OF                         | 54   |  |  |
|  | STAFF ORGANISATIONS, FACILITIES FOR          | 38   |  |  |

|     |             |  |              |                           |
|-----|-------------|--|--------------|---------------------------|
|     |             | <p>STATUTORY AND PUBLIC HOLIDAYES 2 *</p> <p>STATUTORY SICK PAY, QUALIFYING DAYS 57 *</p> <p>SUBSISTENCE ALLOWANCES 22 *</p> <p>TRAVELLING EXPENSES 23 *</p> <p>* but see note in Appendix II</p> <p>NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).</p> <p>NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup><br/> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAMPGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAMPGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a> <sup>25</sup></p> <p>NB – Please note that Redundancy Pay arrangements are now covered by Temporary Appendix VI(iii) <sup>39</sup></p> |              |                           |
| 105 | Appendix IV | <p>Delete</p> <p style="text-align: right;"><b>APPENDIX IV</b></p> <p>England<br/> Please see the latest Pay Circular which deals with fees and allowances payable to doctors for sessional work in the community health services, medical services to local authorities (under collaborative arrangements), medical examinations of prospective National Health Service employees, and notification of infectious diseases and food poisoning. This is available on the NHS Employers website at <a href="http://www.nhsemployers.org/KeepingInTouch/publications_paycircularesp">http://www.nhsemployers.org/KeepingInTouch/publications_paycircularesp</a></p> <p>Insert</p> <p style="text-align: right;"><b>APPENDIX IV</b> <sup>105</sup></p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|     |                     |  |              |                           |
|-----|---------------------|--|--------------|---------------------------|
|     |                     | <p>England</p> <p>Please see the latest Pay Circular which deals with fees and allowances payable to doctors for sessional work in the community health services, medical services to local authorities (under collaborative arrangements), medical examinations of prospective National Health Service employees, and notification of infectious diseases and food poisoning. This is available on the NHS Employers website at <a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a></p>   |              |                           |
| 106 | Temp Appendix VI(i) | <p>Replace</p> <p>MATERNITY LEAVE AND PAY</p> <p><b>Introduction</b></p> <p>1 Paragraphs 6 to 43 of this Appendix set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.</p> <p>2 Paragraphs 44 to 47 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.</p> <p>3 Paragraphs 48 to 52 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 6 (i) below and which breaks in service may be disregarded for this purpose.</p> <p>4 Paragraphs 53 to 58 explain how to get further information about employees' statutory entitlements.</p> <p>5 These arrangements shall apply in respect of all pregnant employees whose expected week of childbirth begins on or after 5 December 2004. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.</p> | 30 July 2007 | Pay Circular (M&D) 5/2007 |

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p style="text-align: center;"><b>Eligibility</b></p> <p>6 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:</p> <ul style="list-style-type: none"> <li>- (i) she has twelve months continuous service (see paragraphs 48 to 52) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;</li> <li>- (ii) she notifies her employer in writing before the end of the 15<sup>th</sup> week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter): <ul style="list-style-type: none"> <li>(a) of her intention to take maternity leave;</li> <li>(b) of the date she wishes to start her maternity leave (but see paragraph 7 below);</li> <li>(c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;</li> <li>(d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.</li> </ul> </li> </ul> <p style="text-align: center;"><b>Changing the Maternity Leave Start Date</b></p> <p>7 If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).</p> <p style="text-align: center;"><b>Confirming Maternity Leave and Pay</b></p> |  |  |
|--|--|---|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>8 Following discussion with the employee, the employer should confirm in writing:</p> <ul style="list-style-type: none"> <li>- (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);</li> <li>- (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and</li> <li>- (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 38 and 39 below);</li> <li>- (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.</li> </ul> <p><b>Keeping in Touch</b></p> <p>9 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:</p> <ul style="list-style-type: none"> <li>- (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;</li> <li>- (ii) keeping the employer in touch with any developments that may affect her intended date of return.</li> </ul> <p><b>Paid Maternity Leave</b></p> <p><b>Amount of Pay</b></p> |  |  |
|--|--|--|--|--|

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p>10 Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:</p> <ul style="list-style-type: none"> <li>- (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable;</li> <li>- (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay.</li> </ul> <p>11 By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.</p> <p style="text-align: center;"><b>Calculation of Maternity Pay</b></p> <p>12 Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:</p> <ul style="list-style-type: none"> <li>- (i) in the event of a pay award or annual increment being implemented <u>before</u> the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</li> <li>- (ii) in the event of a pay award or annual increment being implemented <u>during</u> the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</li> </ul> |  |  |
|--|--|---|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>- (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.</p> <p><b>Unpaid Contractual Maternity Leave</b></p> <p>13 Employees will also be entitled to 26 weeks' unpaid leave.</p> <p><b>Commencement and Duration of Leave</b></p> <p>14 An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.</p> <p><b>Sickness Prior to Childbirth</b></p> <p>15 If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.</p> <p>16 Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.</p> <p><b>Premature Birth</b></p> <p>17 Where an employee's baby is born alive prematurely the employee will be entitled to the</p> |  |  |
|--|--|--|--|--|



|  |   |  |  |
|--|---|--|--|
|  | <p>same amount of maternity leave and pay as if her baby was born at full term.</p> <p>18 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.</p> <p>19 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.</p> <p>20 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.</p> <p style="text-align: center;"><b>Still Birth</b></p> <p>21 Where an employee's baby is born dead after the 24<sup>th</sup> week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.</p> <p style="text-align: center;"><b>Miscarriage</b></p> <p>22 Where an employee has a miscarriage before the 25<sup>th</sup> week of pregnancy normal sick leave provisions will apply as necessary.</p> <p style="text-align: center;"><b>Health and Safety of Employees Pre and Post Birth</b></p> <p>23 Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative</p> |  |  |
|--|---|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>work the employee should be suspended on full pay.</p> <p>24 These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.</p> <p style="text-align: center;"><b>Return to Work</b></p> <p>25 An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.</p> <p>26 An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.</p> <p style="text-align: center;"><b>Returning on Flexible Working Arrangements</b></p> <p>27 If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.</p> <p>28 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.</p> <p style="text-align: center;"><b>Sickness Following the End of Maternity Leave</b></p> <p>29 In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.</p> <p style="text-align: center;"><b>Failure to Return to Work</b></p> |  |  |
|--|---|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>30 If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 6 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.</p> <p style="text-align: center;"><b>Miscellaneous Provisions</b></p> <p style="text-align: center;"><b>Fixed – Term Contracts or Training Contracts</b></p> <p>31 Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 6 (i), 6 (ii) (a), 6 (ii) (b) and 6 (ii) (d) shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 10 above.</p> <p>32 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.</p> <p>33 If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 30 above will not apply.</p> <p>34 Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 6 (i) above may still be entitled to Statutory Maternity Pay.</p> <p style="text-align: center;"><b>Rotational Training Contracts</b></p> <p>35 Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise</p> |  |  |
|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.</p> <p style="text-align: center;"><b>Contractual rights</b></p> <p>36 During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.</p> <p style="text-align: center;"><b>Increments</b></p> <p>37 Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.</p> <p style="text-align: center;"><b>Accrual of Annual Leave</b></p> <p>38 Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.</p> <p>39 Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer.</p> <p style="text-align: center;"><b>Pensions</b></p> <p>40 Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.</p> <p style="text-align: center;"><b>Antenatal Care</b></p> <p>41 Pregnant employees have the right to paid time off for antenatal care. Antenatal care may</p> |  |  |
|--|---|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>include relaxation and parent-craft classes as well as appointments for antenatal care.</p> <p style="text-align: center;"><b>Post-natal Care and Breastfeeding Mothers</b></p> <p>42 Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.</p> <p>43 Employers are required to provide breast-feeding women with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for women who are breast-feeding with suitable access to a private room to express and store milk.</p> <p style="text-align: center;"><b>Employees Not Returning to NHS Employment</b></p> <p>44 An employee who satisfies the conditions in paragraph 6, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 20 weeks.</p> <p style="text-align: center;"><b>Employees With Less Than Twelve Months Continuous Service</b></p> <p>45 If an employee does not satisfy the conditions in paragraph 6 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 6. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.</p> <p>46 Employees who fall into the category set out in paragraph 45 but intend to return to NHS employment will also be entitled to a further period of 26 weeks' unpaid maternity leave.</p> <p>47 Paragraphs 53 to 58 contain further information on statutory maternity entitlements.</p> |  |  |
|--|---|--|--|

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p style="text-align: center;"><b>Continuous Service</b></p> <p>48 For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 6 (i) the following provisions shall apply:</p> <ul style="list-style-type: none"> <li>- (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;</li> <li>- (ii) a break in service of three months or less will be disregarded (though not count as service).</li> </ul> <p>49 The following breaks in service will also be disregarded (though not count as service);</p> <ul style="list-style-type: none"> <li>- (i) employment under the terms of an honorary contract;</li> <li>- (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;</li> <li>- (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;</li> <li>- (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;</li> <li>- (v) absence on a employment break in accordance with the provisions of Appendix VI(ii);</li> <li>- (vi) absence on maternity leave (paid or unpaid) as provided for under this</li> </ul> |  |  |
|--|--|---|--|--|

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p>agreement.</p> <p>50 Employers may at their discretion extend the period specified in paragraphs 48 (ii) and 49.</p> <p>51 Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.</p> <p>52 Employers have the discretion to count other previous NHS service or service with other employers.</p> <p style="text-align: center;"><b>Information About Maternity Rights and Statutory Maternity Pay</b></p> <p>53 Information about all maternity rights is contained in the following Department of Trade and Industry (DTI) booklet:-</p> <p style="padding-left: 40px;">Maternity Rights: a guide for employers and employees (URN 99/1191).</p> <p>54 Copies of this booklet can be obtained by telephoning 0870 – 1502 500. It is also available from the DTI website at:-<br/> <a href="http://www.dti.gov.uk/er/individual/maternity.pdf">http://www.dti.gov.uk/er/individual/maternity.pdf</a></p> <p>55 Information on Statutory Maternity Pay and Maternity Allowance entitlements is contained in the following Department for Work and Pensions (DWP) booklet:-</p> <p style="padding-left: 40px;">- (i) A Guide To Maternity Benefits (NI 17A)</p> <p>56 Copies of this booklet can be obtained from local benefits offices.</p> <p>57 Further information on Statutory Maternity Pay and Maternity Allowance entitlements is also available on the DWP website at:-</p> |  |  |
|--|--|---|--|--|

<http://www.dwp.gov.uk/lifeevent/famchild/ind>

58 Further information for new and expectant mothers at work is available on the Health and Safety Executive website at:-

[www.hse.gov.uk](http://www.hse.gov.uk)

Insert

## **MATERNITY LEAVE AND PAY**

### **Introduction**

1. All employees will have the right to take 52 weeks of maternity leave
2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.
3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.
4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.
5. Paragraph 65 explains how to get further information about employees' statutory entitlements.
6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

### **Eligibility**

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:



|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <ul style="list-style-type: none"> <li>- (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;</li> <li>- (ii) she notifies her employer in writing before the end of the 15<sup>th</sup> week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter): <ul style="list-style-type: none"> <li>(a) of her intention to take maternity leave;</li> <li>(b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11<sup>th</sup> week before the baby is born (but see paragraph 8 below);</li> <li>(c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;</li> <li>(d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.</li> </ul> </li> </ul> <p><b>Changing the Maternity Leave Start Date</b></p> <p>8. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).</p> <p><b>Confirming Maternity Leave and Pay</b></p> <p>9. Following discussion with the employee, the employer should confirm in writing:</p> <ul style="list-style-type: none"> <li>- (i) the employee’s paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);</li> <li>- (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and</li> </ul> |  |  |
|--|--|---|--|--|

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <ul style="list-style-type: none"> <li>- (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);</li> <li>- (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.</li> </ul> <p><b>Keeping in Touch</b></p> <p>10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:</p> <ul style="list-style-type: none"> <li>- (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;</li> <li>- (ii) keeping the employer in touch with any developments that may affect her intended date of return.</li> </ul> <p><b>Work During the Maternity Leave Period</b></p> <p><b>Keeping in Touch Days</b></p> <p>11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.</p> <p>12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.</p> <p>13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.</p> <p>14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.</p> <p>15. An employee may not work during the two weeks of compulsory maternity leave</p> |  |  |
|--|--|--|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>immediately after the birth of her baby</p> <p>16. The work can be consecutive or not and can included training or other activities which enable the employee to keep in touch with the workplace.</p> <p>17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.</p> <p>18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.</p> <p>19. Working for part of any day will count as one KIT day</p> <p>20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34</p> <p><b>Paid Maternity Leave</b></p> <p><b>Amount of Pay</b></p> <p>21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:</p> <ul style="list-style-type: none"> <li>- (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants'allowances) receivable;</li> <li>- (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances)receivable, providing the total receivable does not exceed full pay.</li> <li>- (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme</li> </ul> <p>22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.</p> <p><b>Calculation of Maternity Pay</b></p> |  |  |
|--|--|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>23. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:</p> <ul style="list-style-type: none"> <li>- (i) in the event of a pay award or annual increment being implemented <u>before</u> the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</li> <li>- (ii) in the event of a pay award or annual increment being implemented <u>during</u> the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</li> <li>- (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.</li> </ul> <p><b>Unpaid Contractual Leave</b></p> <p>24. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances for example, where employees have sick pre-term babies or multiple births.</p> <p><b>Commencement and Duration of Leave</b></p> <p>25. An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.</p> <p><b>Sickness Prior to Childbirth</b></p> <p>26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next</p> |  |  |
|--|--|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.</p> <p>27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.</p> <p><b>Pre-term Birth</b></p> <p>28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.</p> <p>29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.</p> <p>30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.</p> <p>31. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may spilt her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.</p> <p><b>Still Birth</b></p> <p>32. Where an employee's baby is born dead after the 24<sup>th</sup> week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.</p> <p><b>Miscarriage</b></p> <p>33. Where an employee has a miscarriage before the 25<sup>th</sup> week of pregnancy normal sick leave provisions will apply as necessary.</p> <p><b>Health and Safety of Employees Pre and Post Birth</b></p> <p>34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer</p> |  |  |
|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.</p> <p>35. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.</p> <p><b>Return to Work</b></p> <p>36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.</p> <p>37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.</p> <p><b>Returning on Flexible Working Arrangements</b></p> <p>38. If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.</p> <p>39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.</p> <p><b>Sickness Following the End of Maternity Leave</b></p> <p>40. In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.</p> <p><b>Failure to Return to Work</b></p> <p>41. If an employee who has notified her employer of her intention to return to work for the</p> |  |  |
|--|---|--|--|

|  |  |  |  |
|--|--|--|--|
|  | <p>same or a different NHS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.</p> <p><b>Miscellaneous Provisions</b></p> <p><b>Fixed – Term Contracts or Training Contracts</b></p> <p>42. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii) (a), 7 (ii) (b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.</p> <p>43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.</p> <p>44. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 41 above will not apply.</p> <p>45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.</p> <p><b>Rotational Training Contracts</b></p> <p>46. Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.</p> <p><b>Contractual rights</b></p> <p>47. During maternity leave (both paid and unpaid) an employee retains all of her contractual</p> |  |  |
|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>rights except remuneration.</p> <p><b>Increments</b></p> <p>48. Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.</p> <p><b>Accrual of Annual Leave</b></p> <p>49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.</p> <p>50. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer. Payment in lieu may be considered as an option where accrual of annual leave exceeds normal carry over provisions.</p> <p><b>Pensions</b></p> <p>51. Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.</p> <p><b>Antenatal Care</b></p> <p>52. Pregnant employees have the right to paid time off for antenatal care. Antenatal care includes relaxation and parent-craft classes as well as appointments for antenatal care.</p> <p><b>Post-natal Care and Breastfeeding Mothers</b></p> <p>53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.</p> <p>54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:</p> <ul style="list-style-type: none"> <li>○ a clean, healthy and safe environment for women who are breastfeeding,</li> </ul> |  |  |
|--|---|--|--|



|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <ul style="list-style-type: none"> <li>o suitable access to a private room to express and store milk in an appropriate refrigerator.</li> </ul> <p>Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work</p> <p><b>Employees Not Returning to NHS Employment</b></p> <p>55. An employee who satisfies the conditions in paragraph 7, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.</p> <p><b>Employees With Less Than Twelve Months Continuous Service</b></p> <p>56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.</p> <p>57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.</p> <p>58. All employees will have a right to take 52 weeks of maternity leave whether they return to NHS Employment or not.</p> <p>59. Paragraph 65 contains further information on statutory maternity entitlements.</p> <p><b>Continuous Service</b></p> <p>60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 7 (i) the following provisions shall apply:</p> <ul style="list-style-type: none"> <li>- (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;</li> <li>- (ii) a break in service of three months or less will be disregarded (though not</li> </ul> |  |  |
|--|--|---|--|--|

|  |  |   |  |  |
|--|--|---|--|--|
|  |  | <p>count as service).</p> <p>61. The following breaks in service will also be disregarded (though not count as service);</p> <ul style="list-style-type: none"> <li>- (i) employment under the terms of an honorary contract;</li> <li>- (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;</li> <li>- (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;</li> <li>- (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;</li> <li>- (v) absence on a employment break scheme in accordance with the provisions of Schedule 25;</li> <li>- (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.</li> </ul> <p>62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.</p> <p>63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.</p> <p>64. Employers have the discretion to count other previous NHS service or service with other employers.</p> <p><b>Information about Statutory Maternity/Adoption and Paternity Maternity Leave and Pay</b></p> <p>65. There are occasions when employees are entitled to other statutory benefits/allowances and information about all statutory maternity/adoption and paternity rights can be found using the following links:</p> <p><a href="http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-">http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-</a></p> |  |  |
|--|--|---|--|--|

|     |                           |   |              |                           |
|-----|---------------------------|---|--------------|---------------------------|
|     |                           | <p><a href="http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp">pay/guidance/page21116.html</a></p> <p><a href="http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp">http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp</a></p> <p><a href="http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.htm">http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.htm</a></p> <p>↓</p> <p>Information about Health and Safety for new and expectant mothers at work can be found using the following link:-</p> <p><a href="http://www.hse.gov.uk">www.hse.gov.uk</a></p>   |              |                           |
| 107 | Temporary Appendix VI(iv) | <p>Insert</p> <p style="text-align: right;"><b>TEMPORARY APPENDIX VI(IV)</b> <sup>107</sup></p> <p><b>CARING FOR CHILDREN AND ADULTS</b></p> <p><b>General</b></p> <p>1. All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations Act for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Temporary Appendices VI(ii), (v) and (vi).</p> <p>2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the NHS to improve the quality of working life.</p> <p>3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and</p> | 30 July 2007 | Pay Circular (M&D) 5/2007 |

|  |  |  |  |
|--|--|--|--|
|  | <p>ensuring equality of access. These should be considered when drawing up a carers policy</p> <p><b>Child and Dependant Care</b></p> <p>4. Childcare covers a range of care choices for children from birth up to age 14 years.</p> <p>5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment</p> <p>6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:</p> <ul style="list-style-type: none"> <li>- the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;</li> <li>- policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;</li> <li>- equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;</li> <li>- guidelines on eligibility;</li> <li>- how the policy relates to other Appendices, in particular those covering leave and flexible working arrangements;</li> <li>- the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;</li> <li>- partnership options with other employers and trade unions; <ul style="list-style-type: none"> <li>- allocation of senior management responsibility for the operation and monitoring of the policy</li> </ul> </li> </ul> <p>7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.</p> |  |  |
|--|--|--|--|

|     |  |   |              |                           |
|-----|--|---|--------------|---------------------------|
|     |  | <p>8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.</p> <p>9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.</p> <p>10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.</p>  |              |                           |
| 108 |  | <p>Insert</p> <p style="text-align: right;"><b>TEMPORARY APPENDIX VI(V)</b> <sup>108</sup></p> <p><b>FLEXIBLE WORKING ARRANGEMENTS</b></p> <p><b>General</b></p> <p>1. NHS employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.</p> <p>2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination Act, and staff returning from maternity leave (see Appendix VI(i)).</p> <p>3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.</p> <p>4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.</p> <p>5. Policies for flexible working should be made clear to all employees.</p> <p>6. Employers should develop policies on flexible working which, as far as is practicable, should include:</p> <ul style="list-style-type: none"> <li>• part-time working, where a person works to a pattern and number of hours by mutual</li> </ul> | 30 July 2007 | Pay Circular (M&D) 5/2007 |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>agreement;</p> <ul style="list-style-type: none"> <li>• job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;</li> <li>• flexi-time, where employees can choose their own start and finish time around fixed core hours;</li> <li>• annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year;</li> <li>• flexible rostering, using periods of work of differing lengths within an agreed overall period;</li> <li>• term-time working, where people work during the school term but not during school holidays;</li> <li>• school-time contracts;</li> <li>• teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;</li> <li>• voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;</li> <li>• fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering.</li> <li>• Flexible retirement</li> </ul> <p>7. Flexible working arrangements should be available to all employees.</p> <p>8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.</p> <p>9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.</p> |  |  |
|--|--|--|--|--|

|     |  |  |              |                           |
|-----|--|--|--------------|---------------------------|
|     |  | <p>10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.</p> <p><b>Monitoring and Review</b></p> <p>11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.</p> <p>12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.</p> <p>13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.</p>  |              |                           |
| 109 |  | <p>Insert</p> <p style="text-align: right;"><b>TEMPORARY APPENDIX VI(VI)</b> <sup>109</sup></p> <p><b>BALANCING WORK AND PERSONAL LIFE</b></p> <p><b>GENERAL</b></p> <p>1. NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.</p> <p>2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Appendices.</p> <p>3. Arrangements should be agreed between employers and local staff representatives.</p> <p>4. A dependant is someone who is married to, or is a partner or civil partner, “a near relative” or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in</p> | 30 July 2007 | Pay Circular (M&D) 5/2007 |

|  |   |  |  |
|--|---|--|--|
|  | <p>a particular emergency.</p> <p><b>FORMS OF LEAVE</b></p> <p><b>Parental Leave</b></p> <p>5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.</p> <p>6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).</p> <p>7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.</p> <p>8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.</p> <p>9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.</p> <p>10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.</p> <p><b>Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave</b></p> <p>11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.</p> <p>12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a</p> |  |  |
|--|---|--|--|



|  |  |  |  |
|--|--|--|--|
|  | <p>multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.</p> <p>13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.</p> <p>14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.</p> <p>15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.</p> <p>16. Reasonable paid time off to attend ante-natal classes will also be given.</p> <p>17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).</p> <p><b>Adoption Leave and Pay</b></p> <p>18. All employees are entitled to take 52 weeks adoption leave.</p> <p>19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.</p> <p>20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.</p> <p>21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.</p> <p>22. Eligibility for occupational adoption pay will be twelve months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption</p> |  |  |
|--|--|--|--|

|  |   |  |  |
|--|---|--|--|
|  | <p>agency.</p> <p>23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.</p> <p>24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.</p> <p>25. Reasonable time off to attend official meetings in the adoption process should also be given.</p> <p>26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.</p> <p><b>Keeping in Touch</b></p> <p><b>Work during the Adoption Leave Period</b></p> <p><b>Keeping in Touch Days</b></p> <p>27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Appendix VI(i).</p> <p><b>Leave/Time Off for Domestic Reasons</b></p> <p>28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.</p> <p>29. These provisions should cover all employees.</p> <p>30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.</p> <p>31. If the need for time off continues, other options may be considered, such as a career break.</p> <p>32. Applicants for the above forms of leave should be entitled to a written explanation if the</p> |  |  |
|--|---|--|--|

|     |       |  |              |                           |
|-----|-------|--|--------------|---------------------------|
|     |       | <p>application is declined.</p> <p>33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.</p> <p><b>Monitoring and Review</b></p> <p>34. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives</p> <p>35. Applications and outcomes should be monitored annually, in partnership with local staff representatives.</p> <p>36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness</p> <p>37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year</p> |              |                           |
| 110 | Index | <p>Replace</p> <p style="text-align: center;"><b>INDEX</b></p> <p><b>ITEM</b></p> <p style="text-align: center;"><b>PARAGRAPH</b></p> <p>ACTING-UP ALLOWANCES 112</p> <p>ALLOCATION OF BANDING 18 -<br/>23</p> <p>ALLOWANCES:<br/>Mileage 277 -</p>  | 30 July 2007 | Pay Circular (M&D) 6/2007 |

|  |     |   |       |  |  |
|--|-----|---|-------|--|--|
|  | 308 | Sick Leave                                      | 225 - |  |  |
|  | 244 | Subsistence                                     | 311   |  |  |
|  |     | ALTERNATIVE EMPLOYMENT                          | 191   |  |  |
|  |     | ANNUAL LEAVE                                    |       |  |  |
|  |     | Entitlement:                                    | 205 - |  |  |
|  | 207 | Six weeks per year                              | 205   |  |  |
|  |     | Five weeks per year                             | 206   |  |  |
|  |     | Change of Grade                                 | 217   |  |  |
|  |     | General   | 215 - |  |  |
|  | 216 | House Officer                                   | 210   |  |  |
|  |     | Leave Years                                     | 209   |  |  |
|  |     | Locum Tenens                                    | 211 - |  |  |
|  | 213 | Part-Time Staff                                 | 208   |  |  |
|  |     | Public Holidays                                 | 214   |  |  |
|  |     | Re-entry and entry into NHS employment          | 342   |  |  |
|  |     | (Residence) charges during Annual Leave         | 176   |  |  |
|  |     | Voluntary Service Overseas                      | 216   |  |  |
|  |     | APPLICATION OF TERMS AND CONDITIONS OF SERVICE: |       |  |  |
|  |     | Locum Practitioners                             | 117   |  |  |
|  |     | General provisions                              | 343   |  |  |
|  |     | Former Trainees in General Practice             | 344   |  |  |
|  |     | APPOINTMENT TO AND TENURE OF POSTS:             |       |  |  |
|  |     | Appointment as Consultant                       | 3     |  |  |

|  |         |  |        |  |  |
|--|---------|--|--------|--|--|
|  |         | Appointment as House Officer                             | 12     |  |  |
|  |         | Appointment as Hospital Practitioner                     | 6      |  |  |
|  |         | Appointment as Associate Specialist                      | 5      |  |  |
|  |         | Appointment as Specialist Registrar                      | 10     |  |  |
|  |         | Appointment as Registrar                                 | 10 (a) |  |  |
|  |         | Appointment as Senior House Officer                      | 11     |  |  |
|  |         | Appointment as Senior Registrar                          | 9      |  |  |
|  |         | Appointment to Staff Grade                               | 7      |  |  |
|  |         | Closed grades  | 4      |  |  |
|  |         | Tenure of Posts  | 8      |  |  |
|  |         | Appointment for a limited period                         | 192    |  |  |
|  |         | Appointments held only by Part-time Practitioners        | 94,    |  |  |
|  | 105     |  |        |  |  |
|  |         | ARRANGEMENTS FOR COVER DURING ABSENCES AND LOCUM TENENS: |        |  |  |
|  |         | Acting-Up Allowances                                     | 112    |  |  |
|  |         | Consultant, SHMO, SHDO and AS                            | 106    |  |  |
|  |         | Hospital Practitioner                                    | 107    |  |  |
|  |         | Locum Practitioner: basis of contract                    | 111,   |  |  |
|  | 113-118 |  |        |  |  |
|  |         | SR, SpR, R, SHO, HO                                      | 110    |  |  |
|  |         | Staff Grade  | 108    |  |  |
|  |         | ASSESSMENT OF DUTIES FOR PART-TIME APPOINTMENTS          | 61 -   |  |  |
|  | 62      |  |        |  |  |
|  |         | ASSESSMENT OF PAY SUPPLEMENTS                            | 22     |  |  |
|  |         | ASSOCIATE SPECIALIST:                                    |        |  |  |
|  |         | Additional Session                                       | 14     |  |  |
|  |         | Annual Leave   | 205 -  |  |  |
|  | 206     |  |        |  |  |

|  |    |   |      |  |  |
|--|----|---|------|--|--|
|  |    | Appointment as  | 5    |  |  |
|  |    | Basis of contract   | 13 - |  |  |
|  | 14 |   |      |  |  |
|  |    | Increments on first appointment   | 127  |  |  |
|  |    | Locum Remuneration  | 114  |  |  |
|  |    | Minimum time off-duty and Extra Duty Allowance  | 26 - |  |  |
|  | 28 |   |      |  |  |
|  |    | Remuneration of Part-timers   | 63   |  |  |
|  |    | ATTENDANCE AT COURT AS WITNESS - SPECIAL LEAVE  | 260  |  |  |
|  |    | BASIS OF CONTRACT:  |      |  |  |
|  |    | Consultant, SHMO/SHDO & AS  | 13   |  |  |
|  |    | Temporary Additional Session  | 14   |  |  |
|  |    | Staff Grade   | 15 - |  |  |
|  | 17 |   |      |  |  |
|  |    | Practitioners in the grades of SR, SpR, R, SHO, HO  | 18 - |  |  |
|  | 24 |   |      |  |  |
|  |    | Locum Practitioners: basis of contract:<br>(practitioners in the grades of SR, SpR, R, SHO, HO) | 111  |  |  |
|  |    | BED FUND - SEE GENERAL PRACTITIONER HOSPITAL UNITS  |      |  |  |
|  |    | BLOOD TRANSFUSION SERVICE - OCCASIONAL WORK   | 104  |  |  |
|  |    | CANDIDATES FOR APPOINTMENT, EXPENSES OF   | 313  |  |  |
|  |    | CAR PURCHASE, LOANS FOR   | 302  |  |  |
|  |    | CASUALTY WORK (STAFF FUND)  | 90 - |  |  |
|  | 93 |   |      |  |  |

|  |   |       |  |  |
|--|---|-------|--|--|
|  | CARRIAGE OF PASSENGERS                                | 308   |  |  |
|  | CATEGORIES 1 AND 2<br>39                              | 30 -  |  |  |
|  | CHANNEL ISLANDS - COUNTING OF PREVIOUS SERVICE<br>136 | 132,  |  |  |
|  | CHARGES FOR PRIVATE USE (CROWN CARS)                  | 306   |  |  |
|  | CHARGES FOR MEALS                                     | 182   |  |  |
|  | CHARGES FOR RESIDENCE:                                |       |  |  |
|  | Compulsorily resident practitioners                   | 173   |  |  |
|  | Voluntarily resident practitioners                    | 174   |  |  |
|  | Abatement of voluntary lodging charges                | 175   |  |  |
|  | Charges during annual leave                           | 176   |  |  |
|  | Charges during sick leave                             | 177   |  |  |
|  | Charges during special or study leave                 | 178   |  |  |
|  | CHILD PSYCHIATRISTS - (HC(79)7)                       | 4     |  |  |
|  | CLOSED GRADES   | 4     |  |  |
|  | CONDITIONS OF USE (CROWN CARS)                        | 305   |  |  |
|  | CONSULTANT:   |       |  |  |
|  | Additional session                                    | 14    |  |  |
|  | Annual Leave  | 205   |  |  |
|  | Appointment to  | 3     |  |  |
|  | Basis of contract                                     | 13    |  |  |
|  | Domiciliary Consultations                             | 140 - |  |  |

|  |          |  |      |
|--|----------|--|------|
|  | 149      |  |      |
|  |          | Exceptional Consultations  | 155  |
|  |          | Hard-to-fill posts   | 134  |
|  |          | Increments on first appointment  | 126  |
|  |          | Locum Remuneration   | 113  |
|  |          | Part-timers Remuneration   | 63   |
|  |          | Practitioners appointed before 1 January 1960; preserved rights                    | 66   |
|  |          | CONTINUITY OF SERVICE - NHS TRUSTS   | 341  |
|  |          | CONTRACTUAL DUTIES OF PRACTITIONERS  | 30 - |
|  | 39       |  |      |
|  |          | COUNTING OF PREVIOUS SERVICE:  |      |
|  |          | Locum Appointments   | 123  |
|  |          | Regular Appointments   | 122  |
|  |          | Service outside NHS hospitals  | 125, |
|  | 132, 136 |  |      |
|  |          | Counting of Service while on leave   | 124  |
|  |          | CROWN CARS, ALLOCATION OF  | 304  |
|  |          | DISCIPLINARY PROCEDURES  | 189  |
|  |          | DISMISSAL: SEE TERMINATION OF EMPLOYMENT   |      |
|  |          | DISTINCTION AWARDS:  |      |
|  |          | General  | 1    |
|  |          | Payment to maximum part-time practitioners   | 13   |
|  |          | Counting for gross earnings for purposes of 10% limit on private practice earnings | 42   |
|  |          | 10% limit on private practice earnings   | 42   |
|  |          | Proportional payment for part-time practitioners                                   | 63   |



|  |     |   |       |  |  |
|--|-----|---|-------|--|--|
|  |     | Practitioners appointed before 1 January 1960                                 | 66    |  |  |
|  |     | Calculation for staff holding more than one contract of employment in the NHS | 76    |  |  |
|  |     | Honorary appointments   | 81 -  |  |  |
|  | 84  | Joint appointments  | 86    |  |  |
|  |     | Rates of awards   |       |  |  |
|  |     | Appendix I  |       |  |  |
|  |     | DOMICILIARY CONSULTATIONS:  | 140 - |  |  |
|  | 149 | Additional Fees   | 142   |  |  |
|  |     | Series of consultations - anti-coagulant therapy                              | 143   |  |  |
|  |     | Definition  | 140   |  |  |
|  |     | Fees  | 141   |  |  |
|  |     | Locum Tenens  | 147   |  |  |
|  |     | Long Distance Payment   | 146   |  |  |
|  |     | Maximum number of visits  | 148   |  |  |
|  |     | Ophthalmologists  | 145   |  |  |
|  |     | Replacement of drugs  | 149   |  |  |
|  |     | EMERGENCY VISITS: MILEAGE ALLOWANCE   | 279   |  |  |
|  |     | EQUAL OPPORTUNITIES IN EMPLOYMENT   | 331   |  |  |
|  |     | EXCEPTIONAL CONSULTATIONS:  | 155,  |  |  |
|  | 157 | Consultants   | 155   |  |  |
|  |     | General Practitioners   | 157   |  |  |
|  |     | EXPENSES:   | 275 - |  |  |
|  | 315 | Candidates for appointments   | 313   |  |  |

|     |  |       |  |  |
|-----|--|-------|--|--|
|     | General                                | 275   |  |  |
|     | Postage                                | 312   |  |  |
|     | Submission of claims                   | 276   |  |  |
|     | Travel and Mileage                     | 277 - |  |  |
| 308 |  |       |  |  |
|     | Removal                                | 314 - |  |  |
| 315 |  |       |  |  |
|     | FEES:                                  |       |  |  |
|     | Domiciliary Consultations              | 140 - |  |  |
| 149 |  |       |  |  |
|     | General                                | 38    |  |  |
|     | Lectures                               | 165 - |  |  |
| 166 |  |       |  |  |
|     | Payable by Employing Authorities       | 32    |  |  |
|     | FORMER TRAINEES IN GENERAL PRACTICE    | 344   |  |  |
|     | "FULL PAY" (SR, SpR, R, SHO, HO)       | 23    |  |  |
|     | GENERAL PRACTITIONERS                  |       |  |  |
|     | Exceptional Consultations              | 157   |  |  |
|     | Former Trainees                        | 344   |  |  |
|     | GENERAL PRACTITIONER HOSPITAL UNITS    | 87 -  |  |  |
| 93  |  |       |  |  |
|     | Staff fund                             | 87    |  |  |
|     | In-patients                            | 88    |  |  |
|     | Beds under the control of a consultant | 89    |  |  |
|     | Casualty work                          | 90    |  |  |
|     | Basis of payment - casualty work       | 91    |  |  |
|     | Limit on number of sessions            | 92    |  |  |

|  |  |  |        |  |  |
|--|--|--|--------|--|--|
|  |  | Very small casualty units                                      | 93     |  |  |
|  |  | HARASSMENT AT WORK   | 332    |  |  |
|  |  | HOME TO HOSPITAL MILEAGE: SEE "MILEAGE ALLOWANCES"             |        |  |  |
|  |  | HEALTH AWARENESS FOR NHS STAFF                                 | 336    |  |  |
|  |  | HONORARY APPOINTMENTS  |        |  |  |
|  |  | Appointments and distinction awards                            | 81, 82 |  |  |
|  |  | - 86   |        |  |  |
|  |  | Retired practitioners  | 201    |  |  |
|  |  | HOSPITAL PRACTITIONER GRADE:                                   |        |  |  |
|  |  | Annual Leave   | 205    |  |  |
|  |  | Appointments to  | 6      |  |  |
|  |  | Increments on first appointment                                | 131    |  |  |
|  |  | Locum tenens   | 107    |  |  |
|  |  | HOUSE OFFICER GRADE:   |        |  |  |
|  |  | Annual Leave   | 210    |  |  |
|  |  | Appointment to   | 12     |  |  |
|  |  | Basis of contract  | 18 -   |  |  |
|  |  | 24   |        |  |  |
|  |  | Medical examination on appointment                             | 188    |  |  |
|  |  | Sick leave: HOs who have not passed a medical examination      | 226    |  |  |
|  |  | INCREMENTAL DATES: SEE "STARTING SALARIES & INCREMENTAL DATES" |        |  |  |
|  |  | ISLE OF MAN - COUNTING OF PREVIOUS SERVICE                     | 132,   |  |  |
|  |  | 136  |        |  |  |

|     |   |       |  |
|-----|---|-------|--|
|     | JOURNEYS BEGINNING OR ENDING AT HOME: SEE "MILEAGE ALLOWANCES"        |       |  |
|     | JOB SHARING   | 70    |  |
|     | JUNIOR DOCTORS: SEE "PRACTITIONERS IN GRADES OF SR, SpR, R, SHO & HO" |       |  |
|     | JURY SERVICE - SPECIAL LEAVE  | 260   |  |
|     | JOINT APPOINTMENTS  | 86    |  |
|     | LEAVE:  |       |  |
|     | Annual  | 205 - |  |
| 217 | Counting of service while on leave                                    | 124   |  |
|     | Maternity Leave   | 261   |  |
|     | Sick  | 225 - |  |
| 244 | Special   | 260 - |  |
| 262 | Study   | 250 - |  |
| 254 |   |       |  |
|     | LECTURE FEES  | 165 - |  |
| 166 | Lectures to Doctors or Dentist  | 166   |  |
|     | Lectures to non-medical or non-dental staff                           | 165   |  |
|     | LIMITATION OF PRIVATE PRACTICE  | 42    |  |
|     | LIMITATION OF SICKNESS AND OTHER BENEFITS                             | 229 - |  |
| 230 |   |       |  |

|     |   |       |  |  |
|-----|---|-------|--|--|
|     | LOCAL AUTHORITIES - MEMBERSHIP OF                           | 339   |  |  |
|     | LOCUM TENENS  |       |  |  |
|     | Annual Leave  | 211 - |  |  |
| 213 | Application of Terms and Conditions of Service              | 117   |  |  |
|     | Basis of contract (SR, SpR, R, SHO, HO)                     | 111   |  |  |
|     | Counting of previous service                                | 123   |  |  |
|     | Domiciliary Consultations                                   | 147   |  |  |
|     | Hospital Practitioners                                      | 107   |  |  |
|     | London Weighting  | 59    |  |  |
|     | Maximum remuneration (part-time consultant, SHMO, SHDO, AS) | 116   |  |  |
|     | Mileage Allowances  | 289   |  |  |
|     | Registration  | 118   |  |  |
|     | Removal expenses  | 117   |  |  |
|     | Remuneration of   | 113 - |  |  |
| 116 | Consultants   | 113   |  |  |
|     | Associate Specialists                                       | 114   |  |  |
|     | Other posts   | 115   |  |  |
|     | Sick Leave  | 243   |  |  |
|     | Staff Grade   | 108   |  |  |
|     | LONDON WEIGHTING:   | 55 -  |  |  |
| 60  | Fringe Zone   | 56    |  |  |
|     | Locum Tenens  | 59    |  |  |
|     | London and extra-territorially managed units                | 55    |  |  |
|     | Part-time appointments                                      | 58    |  |  |
|     | Resident Staff  | 57    |  |  |
|     | Rotational Appointments                                     | 60    |  |  |

|  |  |       |  |  |
|--|--|-------|--|--|
|  | MATERNITY LEAVE  | 261   |  |  |
|  | MEAL CHARGES   | 182   |  |  |
|  | MEDICAL CERTIFICATION OF SICKNESS<br>236                       | 235 - |  |  |
|  | MEDICAL EXAMINATION ON APPOINTMENT<br>188                      | 186 - |  |  |
|  | Form of Certificate  | 187   |  |  |
|  | House Officers   | 188   |  |  |
|  | MEDICAL SUPERINTENDENTS & DEPUTY MEDICAL SUPERINTENDENTS       | 49    |  |  |
|  | MILEAGE ALLOWANCES AND TRAVEL EXPENSES<br>308                  | 277 - |  |  |
|  | Allowances payable to all practitioners                        | 278   |  |  |
|  | Emergency visits   | 279   |  |  |
|  | Home to hospital mileage - (Consultants, SHMO, SHDO, SCMO, AS) | 280 - |  |  |
|  | 283  |       |  |  |
|  | Liability to make emergency visits                             | 282   |  |  |
|  | Official journeys beginning at home                            | 280   |  |  |
|  | Scattered hospitals  | 283   |  |  |
|  | Subsequent official journeys                                   | 281   |  |  |
|  | Journeys beginning or ending at home: other staff              | 284 - |  |  |
|  | 287  |       |  |  |
|  | Full-time Staff  | 284   |  |  |
|  | Part-time Practitioners  | 286   |  |  |
|  | Part-time Practitioners in all grades - reserved rights        | 287   |  |  |
|  | Locum Tenens   | 289   |  |  |
|  | Rates of mileage allowance                                     | 291 - |  |  |

|  |     |   |       |
|--|-----|---|-------|
|  | 304 |   |       |
|  |     | Cars out of use   | 296   |
|  |     | Change in circumstances   | 292   |
|  |     | Essential Users (Consultants)                                       | 291   |
|  |     | Garage Expenses, Tolls and Ferries                                  | 301   |
|  |     | Loans for car purchase  | 302   |
|  |     | Non-classification as regular user                                  | 293   |
|  |     | Part months of service  | 295   |
|  |     | Passenger Allowances  | 300   |
|  |     | Pedal Cycle Allowances  | 303   |
|  |     | Payment of Lump sums  | 294   |
|  |     | Protection of existing Standard Rates                               | 297   |
|  |     | Public Transport Mileage Rate                                       | 299   |
|  |     | Regular User Allowances   | 290   |
|  |     | Standard Mileage Rates  | 298,  |
|  |     | Appendix I  |       |
|  |     | MINIMUM PERIOD OF NOTICE  | 195   |
|  |     | MINIMUM TIME OFF-DUTY   |       |
|  |     | Practitioners in grades of SR, SpR, R, SHO, HO                      | 20 -  |
|  | 21  | Practitioners in grade of AS  | 26    |
|  |     | MISCELLANEOUS:  | 330 - |
|  | 342 | Annual leave and sick pay on re-entry and entry into NHS employment | 342   |
|  |     | Arrangements for Redundancy Payment                                 | 337   |
|  |     | Child Care  | 333   |
|  |     | Disputes procedures   | 335   |
|  |     | Employees who are elected to Parliament                             | 338   |

|  |  |             |  |  |
|--|--|-------------|--|--|
|  | Equal opportunities in employment  | 331         |  |  |
|  | Harassment at work   | 332         |  |  |
|  | Health awareness for NHS staff   | 336         |  |  |
|  | Membership of local authorities  | 339         |  |  |
|  | NHS Trusts - Continuity of Service   | 341         |  |  |
|  | Payment of annual salaries   | 340         |  |  |
|  | Publications, lectures, etc.   | 330         |  |  |
|  | Retainer Schemes   | 334         |  |  |
|  | <b>MULTIPLE APPOINTMENTS</b>   | <b>71 -</b> |  |  |
|  | 78, 81 - 86  |             |  |  |
|  | Appointments in more than one grade  | 73          |  |  |
|  | Appointments in one grade  | 72          |  |  |
|  | Discounting of notional half-days in excess of limit                             | 75          |  |  |
|  | Medical and Dental Staff holding more than one contract of employment in the NHS | 76          |  |  |
|  | Paragraph 66 appointments  | 74          |  |  |
|  | Teaching and Research  | 78, 84      |  |  |
|  | - 86   |             |  |  |
|  | <b>NOTICE</b>  |             |  |  |
|  | Application of minimum periods   | 197         |  |  |
|  | Contractual minimum period of notice   | 196         |  |  |
|  | Pay during notice  | 198         |  |  |
|  | Statutory minimum period   | 195         |  |  |
|  | <b>NORTHERN IRELAND - COUNTING OF PREVIOUS SERVICE</b>                           | <b>132,</b> |  |  |
|  | 136  |             |  |  |
|  | <b>NOTIFIABLE DISEASE - CONTACT WITH, SPECIAL LEAVE</b>                          | <b>260</b>  |  |  |
|  | <b>OCCASIONAL WORK IN THE BLOOD TRANSFUSION SERVICE</b>                          | <b>104</b>  |  |  |



|    |   |        |  |  |
|----|---|--------|--|--|
|    | PARLIAMENT, POSITION OF EMPLOYEES ELECTED TO          | 338    |  |  |
|    | PART-TIME APPOINTMENTS:                               |        |  |  |
|    | Annual Leave  | 208    |  |  |
|    | Assessment of duties                                  | 61 -   |  |  |
| 62 | London Weighting                                      | 58     |  |  |
|    | Maximum Remuneration                                  | 69     |  |  |
|    | Multiple appointments                                 | 71 -   |  |  |
| 75 | Occasional work in Blood Transfusion Service          | 104    |  |  |
|    | Part-time General Dental Practitioners                | 105    |  |  |
|    | Part-time Medical Officer                             | 94     |  |  |
|    | Practitioner appointed before 1.1.60: reserved rights | 66     |  |  |
|    | Remuneration of Part-timers                           | 63     |  |  |
|    | Practitioners in the grades of SR, SpR, R, SHO & HO   | 65     |  |  |
|    | Staff Grade   | 64, 69 |  |  |
|    | Teaching and Research posts                           | 84     |  |  |
|    | Teaching duties undertaken by part-time consultants   | 85     |  |  |
|    | PAY RATES:  | 1,     |  |  |
|    | Appendix I  |        |  |  |
|    | Pay during notice                                     | 198    |  |  |
|    | Payment of annual salary                              | 340    |  |  |
|    | PRACTITIONERS IN GRADES OF SR, SpR, R, SHO, HO:       |        |  |  |
|    | Appointment as House Officer                          | 12     |  |  |
|    | Appointment as Specialist Registrar                   | 10     |  |  |
|    | Appointment as Registrar                              | 10 (a) |  |  |
|    | Appointment as Senior House Officer                   | 11     |  |  |
|    | Appointment as Senior Registrar                       | 9      |  |  |
|    | Arrangement for cover during absences                 | 106 -  |  |  |

|  |     |   |       |  |  |
|--|-----|---|-------|--|--|
|  | 112 | Assessment of Remunerable Time                            | 22 -  |  |  |
|  | 24  | Basis of contract   | 13 -  |  |  |
|  | 18  | "Full Pay"  | 23    |  |  |
|  |     | Notice Period   | 195 - |  |  |
|  | 198 | Part-time Appointments                                    | 61 -  |  |  |
|  | 69  | Retention of Existing Contracts                           | 24    |  |  |
|  |     | PRE-REGISTRATION HOUSE OFFICERS (SEE ALSO HOUSE OFFICERS) |       |  |  |
|  |     | Medical Examination on Appointment                        | 188   |  |  |
|  |     | Sick Leave  | 226   |  |  |
|  |     | PRIVATE PRACTICE  |       |  |  |
|  |     | By clinical teachers                                      | 83    |  |  |
|  |     | Definition  | 40    |  |  |
|  |     | Entitlement to undertake private practice                 | 41    |  |  |
|  |     | Limitation of private practice                            | 42    |  |  |
|  |     | PROMOTION INCREASES                                       | 133   |  |  |
|  |     | PROTECTION OF SALARY                                      | 132   |  |  |
|  |     | PUBLIC HOLIDAYS   | 214   |  |  |
|  |     | PUBLICATIONS, LECTURES, ETC.                              | 330   |  |  |
|  |     | RATES OF MILEAGE ALLOWANCES                               | 290 - |  |  |
|  | 303 |   |       |  |  |

|    |   |        |  |
|----|---|--------|--|
|    | Appendix I  |        |  |
|    | RATES OF PAY<br>Appendix I  | 1,     |  |
|    | REDUNDANCY PAYMENTS<br>191  | 337,   |  |
|    | REGISTRAR GRADE:  |        |  |
|    | Annual Leave  | 206    |  |
|    | Appointment to  | 10 (a) |  |
|    | Basis of contract   | 18 -   |  |
| 24 | Increments on first appointment                                       | 130    |  |
|    | REIMBURSEMENT OF PETROL AND OTHER COSTS                               | 307    |  |
|    | REMOVAL EXPENSES:   |        |  |
|    | General   | 314    |  |
|    | Rotational Appointment  | 315    |  |
|    | REMUNERATION OF PART-TIMERS   | 63     |  |
|    | REMUNERATION OF LOCUM PRACTITIONERS<br>117                            | 113 -  |  |
|    | Consultants   | 113    |  |
|    | Maximum Remuneration of Part-time Locum Consultants, AS and SHMO/SHDO | 116    |  |
|    | Application of Terms and Conditions of Service to Locum Practitioners | 117    |  |
|    | Registration of Locum Practitioners                                   | 118    |  |
|    | Associate Specialists   | 114    |  |
|    | Other Posts   | 115    |  |

|  |   |       |  |  |
|--|---|-------|--|--|
|  | REPRESENTATION AGAINST DISMISSAL                      | 190   |  |  |
|  | RETAINER SCHEMES                                      | 334   |  |  |
|  | RETENTION OF EXISTING CONTRACTS (SR, SpR, R, SHO, HO) | 24    |  |  |
|  | RETIRING AGE  |       |  |  |
|  | General provisions                                    | 200   |  |  |
|  | Honorary or emeritus contracts                        | 201   |  |  |
|  | RESIDENCE CHARGES                                     | 173 - |  |  |
|  | 178   |       |  |  |
|  | ROTATIONAL APPOINTMENTS                               |       |  |  |
|  | London Weighting                                      | 60    |  |  |
|  | Overseas Appointments                                 | 216,  |  |  |
|  | 228   |       |  |  |
|  | Removal Expenses                                      | 315   |  |  |
|  | SECTION 7 SERVICES                                    | 31    |  |  |
|  | SENIOR HOUSE OFFICER GRADE                            |       |  |  |
|  | Annual Leave  | 206   |  |  |
|  | Appointment to  | 11    |  |  |
|  | Basis of contract                                     | 18 -  |  |  |
|  | 24  |       |  |  |
|  | SENIOR HOSPITAL MEDICAL AND DENTAL OFFICER GRADE      | 4 A   |  |  |
|  | SENIOR REGISTRAR GRADE                                |       |  |  |

|  |     |  |       |  |  |
|--|-----|--|-------|--|--|
|  |     | Annual Leave   | 205   |  |  |
|  |     | Basis of contract  | 18 -  |  |  |
|  | 24  | Increments on first appointment                                      | 129   |  |  |
|  |     | SERVICE OUTSIDE NHS  | 125,  |  |  |
|  |     | 132, 136   |       |  |  |
|  |     | SICK LEAVE:  |       |  |  |
|  |     | Accident due to sport or negligence                                  | 237   |  |  |
|  |     | Calculation of allowances  | 227   |  |  |
|  |     | Definition of "one month"  | 234   |  |  |
|  |     | Forfeiture of rights   | 242   |  |  |
|  |     | Injury on duty   | 238   |  |  |
|  |     | Limitation of allowance when Insurance or other benefits are payable | 229 - |  |  |
|  | 230 | Locum Tenens   | 243   |  |  |
|  |     | Married Women  | 233   |  |  |
|  |     | Medical Examination  | 240   |  |  |
|  |     | Practitioners admitted to hospital                                   | 236   |  |  |
|  |     | Pre-registration house officers                                      | 226   |  |  |
|  |     | Previous qualifying service  | 228   |  |  |
|  |     | Recovering of damages from third party                               | 239   |  |  |
|  |     | Residence charges during sick leave                                  | 177   |  |  |
|  |     | Scale of Allowances  | 225   |  |  |
|  |     | Staff Fund Appointments  | 244   |  |  |
|  |     | Submission of doctors' statements                                    | 235 - |  |  |
|  | 236 | Termination of employment  | 241   |  |  |
|  |     | Voluntary service overseas   | 228   |  |  |
|  |     | SPECIAL LEAVE:   | 260 - |  |  |

|  |     |   |        |  |  |
|--|-----|---|--------|--|--|
|  | 262 | Attendance at Court as Witness                          | 260    |  |  |
|  |     | Contact with Notifiable Diseases                        | 260    |  |  |
|  |     | Domestic, personal and family reasons                   | 262    |  |  |
|  |     | Jury service  | 260    |  |  |
|  |     | Maternity leave   | 261    |  |  |
|  |     | Residence charges during special leave                  | 178    |  |  |
|  |     | STAFF FUND  | 87 -   |  |  |
|  | 93  |   |        |  |  |
|  |     | STAFF GRADE:  |        |  |  |
|  |     | Appointment to  | 7      |  |  |
|  |     | Arrangements for cover during absences and locum tenens | 108    |  |  |
|  |     | Basis of Contract                                       | 15     |  |  |
|  |     | Starting Salary   | 128    |  |  |
|  |     | Remuneration of Locum Practitioners                     | 115    |  |  |
|  |     | Remuneration of Part-timers                             | 64, 69 |  |  |
|  |     | STARTING SALARIES AND INCREMENTAL DATES:                | 121    |  |  |
|  |     | Counting of previous services:                          | 122 -  |  |  |
|  | 125 |   |        |  |  |
|  |     | Locum posts   | 123    |  |  |
|  |     | Regular Appointments                                    | 122    |  |  |
|  |     | Service While on Leave                                  | 124    |  |  |
|  |     | Service Outside NHS Hospitals                           | 125    |  |  |
|  |     | Increments on appointment to grade:                     |        |  |  |
|  |     | Consultants   | 126    |  |  |
|  |     | Hard-to-fill Consultants Posts                          | 134    |  |  |
|  |     | Hospital Practitioner                                   | 131    |  |  |
|  |     | Associate Specialist                                    | 127    |  |  |
|  |     | Registrar   | 130    |  |  |

|  |      |   |        |  |  |
|--|------|---|--------|--|--|
|  |      | Specialist Registrar                                | 130    |  |  |
|  |      | Senior Registrar                                    | 129    |  |  |
|  |      | Staff Grade   | 128    |  |  |
|  | 136  | Interpretation                                      | 135 -  |  |  |
|  |      | Promotion increase                                  | 133    |  |  |
|  |      | Protection  | 132    |  |  |
|  |      | STATUTORY MINIMUM PERIOD OF NOTICE                  | 195    |  |  |
|  | 254  | STUDY LEAVE:  | 250 -  |  |  |
|  |      | Additional periods of leave (UK)                    | 252    |  |  |
|  |      | Conditions  | 254    |  |  |
|  |      | Definition  | 250    |  |  |
|  |      | Outside the UK                                      | 253    |  |  |
|  |      | Recommended Standard (UK)                           | 251    |  |  |
|  |      | Residence Charges during Study Leave                | 178    |  |  |
|  |      | SUBSISTENCE ALLOWANCES                              | 311    |  |  |
|  | - 86 | TEACHING AND RESEARCH:                              | 78, 81 |  |  |
|  |      | Honorary Appointments                               | 81     |  |  |
|  |      | Joint Appointments                                  | 86     |  |  |
|  |      | Part-time Posts                                     | 84     |  |  |
|  |      | Private Practice                                    | 83     |  |  |
|  |      | Whole-time Posts                                    | 82     |  |  |
|  |      | Teaching duties undertaken by part-time consultants | 85     |  |  |
|  |      | TEMPORARY ADDITIONAL SESSION                        | 14     |  |  |

|  |   |                             |                  |  |
|--|---|-----------------------------|------------------|--|
|  | TENURE OF POSTS   |                             | 8 - 12           |  |
|  | TERMINATION OF EMPLOYMENT   |                             | 190 -            |  |
|  | 198   |                             |                  |  |
|  | Alternative Employment  |                             | 191              |  |
|  | Applications of minimum periods of notice                         |                             | 197              |  |
|  | Appointment for limited period                                    |                             | 192              |  |
|  | Contractual minimum period of notice                              |                             | 196              |  |
|  | Pay during notice   |                             | 198              |  |
|  | Representations against dismissal                                 |                             | 190              |  |
|  | Statutory Minimum period of notice                                |                             | 195              |  |
|  | Termination of employment - Sick Leave                            |                             | 241              |  |
|  | TRAINEES IN GENERAL PRACTICE, FORMER                              |                             | 344              |  |
|  | TRAINING GRADES: SEE PRATITIONERS IN GRADE OF SR, SpR, R, SHO, HO |                             |                  |  |
|  | TRAVELLING EXPENSES: (SEE ALSO MILEAGE ALLOWANCES)                |                             | 277 -            |  |
|  | 308   |                             |                  |  |
|  | USE OF HOSPITAL FACILITIES  |                             | 34               |  |
|  | VOLUNTARY SERVICE OVERSEAS  |                             |                  |  |
|  | 216, 228  |                             |                  |  |
|  | Insert  |                             |                  |  |
|  |   | <b>INDEX</b> <sup>110</sup> |                  |  |
|  | <b>ITEM</b>   |                             | <b>PARAGRAPH</b> |  |
|  | ACTING-UP ALLOWANCES  |                             | 112              |  |



|  |   |           |  |  |
|--|---|-----------|--|--|
|  | ALLOCATION OF BANDING                           | 18 - 23   |  |  |
|  | ALLOWANCES:                                     |           |  |  |
|  | Mileage   | 277 - 308 |  |  |
|  | Sick Leave                                      | 225 - 244 |  |  |
|  | Subsistence                                     | 311       |  |  |
|  | ALTERNATIVE EMPLOYMENT                          | 191       |  |  |
|  | ANNUAL LEAVE                                    |           |  |  |
|  | Entitlement:                                    | 205 - 207 |  |  |
|  | Six weeks per year                              | 205       |  |  |
|  | Five weeks per year                             | 206       |  |  |
|  | Change of Grade                                 | 217       |  |  |
|  | General   | 215 - 216 |  |  |
|  | House Officer                                   | 210       |  |  |
|  | Leave Years                                     | 209       |  |  |
|  | Locum Tenens                                    | 211 - 213 |  |  |
|  | Part-Time Staff                                 | 208       |  |  |
|  | Public Holidays                                 | 214       |  |  |
|  | Re-entry and entry into NHS employment          | 342       |  |  |
|  | (Residence) charges during Annual Leave         | 176       |  |  |
|  | Voluntary Service Overseas                      | 216       |  |  |
|  | APPLICATION OF TERMS AND CONDITIONS OF SERVICE: |           |  |  |
|  | Locum Practitioners                             | 117       |  |  |
|  | General provisions                              | 343       |  |  |
|  | Former Trainees in General Practice             | 344       |  |  |
|  | APPOINTMENT TO AND TENURE OF POSTS:             |           |  |  |
|  | Appointment as Consultant                       | 3         |  |  |
|  | Appointment as Hospital Practitioner            | 6         |  |  |
|  | Appointment as Associate Specialist             | 5         |  |  |
|  | Appointment as Specialist Registrar             | 10        |  |  |
|  | Appointment as Specialist Registrar             | 10        |  |  |

|  |  |              |  |  |
|--|--|--------------|--|--|
|  | Appointment as House Officer / Foundation House Officer 1        | 12           |  |  |
|  | Appointment as Senior House Officer / Foundation House Officer 2 | 11           |  |  |
|  | Appointment to Staff Grade                                       | 7            |  |  |
|  | Closed grades  | 4            |  |  |
|  | Tenure of Posts  | 8            |  |  |
|  | Appointment for a limited period                                 | 192          |  |  |
|  | Appointments held only by Part-time Practitioners                | 94, 105      |  |  |
|  | ARRANGEMENTS FOR COVER DURING ABSENCES AND LOCUM TENENS:         |              |  |  |
|  | Acting-Up Allowances   | 112          |  |  |
|  | Consultant, SHMO, SHDO and AS                                    | 106          |  |  |
|  | Hospital Practitioner  | 107          |  |  |
|  | Locum Practitioner: basis of contract                            | 111, 113-118 |  |  |
|  | Training grades  | 110          |  |  |
|  | Staff Grade  | 108          |  |  |
|  | ASSESSMENT OF DUTIES FOR PART-TIME APPOINTMENTS                  | 61 - 62      |  |  |
|  | ASSESSMENT OF PAY SUPPLEMENTS                                    | 22           |  |  |
|  | ASSOCIATE SPECIALIST:  |              |  |  |
|  | Additional Session   | 14           |  |  |
|  | Annual Leave   | 205 - 206    |  |  |
|  | Appointment as   | 5            |  |  |
|  | Basis of contract  | 13 - 14      |  |  |
|  | Increments on first appointment                                  | 127          |  |  |
|  | Locum Remuneration   | 114          |  |  |
|  | Minimum time off-duty and Extra Duty Allowance                   | 26 - 28      |  |  |
|  | Remuneration of Part-timers                                      | 63           |  |  |
|  | ATTENDANCE AT COURT AS WITNESS - SPECIAL LEAVE                   | 260          |  |  |
|  | BASIS OF CONTRACT:   |              |  |  |
|  | Consultant, SHMO/SHDO & AS                                       | 13           |  |  |
|  | Temporary Additional Session                                     | 14           |  |  |

|  |  |          |  |  |
|--|--|----------|--|--|
|  | Staff Grade  | 15 - 17  |  |  |
|  | Practitioners in the training grades               | 18 - 24  |  |  |
|  | Locum Practitioners: Training grades               | 111      |  |  |
|  | BED FUND - SEE GENERAL PRACTITIONER HOSPITAL UNITS |          |  |  |
|  | BLOOD TRANSFUSION SERVICE - OCCASIONAL WORK        | 104      |  |  |
|  | CANDIDATES FOR APPOINTMENT, EXPENSES OF            | 313      |  |  |
|  | CAR PURCHASE, LOANS FOR                            | 302      |  |  |
|  | CASUALTY WORK (STAFF FUND)                         | 90 - 93  |  |  |
|  | CARRIAGE OF PASSENGERS                             | 308      |  |  |
|  | CATEGORIES 1 AND 2                                 | 30 - 39  |  |  |
|  | CHANNEL ISLANDS - COUNTING OF PREVIOUS SERVICE     | 132, 136 |  |  |
|  | CHARGES FOR PRIVATE USE (CROWN CARS)               | 306      |  |  |
|  | CHARGES FOR MEALS                                  | 182      |  |  |
|  | CHARGES FOR RESIDENCE:                             |          |  |  |
|  | Compulsorily resident practitioners                | 173      |  |  |
|  | Voluntarily resident practitioners                 | 174      |  |  |
|  | Abatement of voluntary lodging charges             | 175      |  |  |
|  | Charges during annual leave                        | 176      |  |  |
|  | Charges during sick leave                          | 177      |  |  |
|  | Charges during special or study leave              | 178      |  |  |
|  | CHILD PSYCHIATRISTS - (HC(79)7)                    | 4        |  |  |
|  | CLOSED GRADES                                      | 4        |  |  |
|  | CONDITIONS OF USE (CROWN CARS)                     | 305      |  |  |
|  | CONSULTANT:  |          |  |  |
|  | Additional session                                 | 14       |  |  |

|  |  |               |  |  |
|--|--|---------------|--|--|
|  | Annual Leave   | 205           |  |  |
|  | Appointment to   | 3             |  |  |
|  | Basis of contract  | 13            |  |  |
|  | Domiciliary Consultations  | 140 - 149     |  |  |
|  | Exceptional Consultations  | 155           |  |  |
|  | Hard-to-fill posts   | 134           |  |  |
|  | Increments on first appointment  | 126           |  |  |
|  | Locum Remuneration   | 113           |  |  |
|  | Part-timers Remuneration   | 63            |  |  |
|  | Practitioners appointed before 1 January 1960; preserved rights                    | 66            |  |  |
|  | CONTINUITY OF SERVICE - NHS TRUSTS   | 341           |  |  |
|  | CONTRACTUAL DUTIES OF PRACTITIONERS  | 30 - 39       |  |  |
|  | COUNTING OF PREVIOUS SERVICE:  |               |  |  |
|  | Locum Appointments   | 123           |  |  |
|  | Regular Appointments   | 122           |  |  |
|  | Service outside NHS hospitals  | 125, 132, 136 |  |  |
|  | Counting of Service while on leave   | 124           |  |  |
|  | CROWN CARS, ALLOCATION OF  | 304           |  |  |
|  | DISCIPLINARY PROCEDURES  | 189           |  |  |
|  | DISMISSAL: SEE TERMINATION OF EMPLOYMENT   |               |  |  |
|  | DISTINCTION AWARDS:  |               |  |  |
|  | General  | 1             |  |  |
|  | Payment to maximum part-time practitioners   | 13            |  |  |
|  | Counting for gross earnings for purposes of 10% limit on private practice earnings | 42            |  |  |
|  | 10% limit on private practice earnings   | 42            |  |  |
|  | Proportional payment for part-time practitioners                                   | 63            |  |  |
|  | Practitioners appointed before 1 January 1960                                      | 66            |  |  |
|  | Calculation for staff holding more than one contract of employment                 |               |  |  |

|  |  |            |  |  |
|--|--|------------|--|--|
|  | in the NHS                                       | 76         |  |  |
|  | Honorary appointments                            | 81 - 84    |  |  |
|  | Joint appointments                               | 86         |  |  |
|  | Rates of awards                                  | Appendix I |  |  |
|  | DOMICILIARY CONSULTATIONS:                       | 140 - 149  |  |  |
|  | Additional Fees                                  | 142        |  |  |
|  | Series of consultations - anti-coagulant therapy | 143        |  |  |
|  | Definition                                       | 140        |  |  |
|  | Fees   | 141        |  |  |
|  | Locum Tenens                                     | 147        |  |  |
|  | Long Distance Payment                            | 146        |  |  |
|  | Maximum number of visits                         | 148        |  |  |
|  | Ophthalmologists                                 | 145        |  |  |
|  | Replacement of drugs                             | 149        |  |  |
|  | EMERGENCY VISITS: MILEAGE ALLOWANCE              | 279        |  |  |
|  | EQUAL OPPORTUNITIES IN EMPLOYMENT                | 331        |  |  |
|  | EXCEPTIONAL CONSULTATIONS:                       | 155, 157   |  |  |
|  | Consultants                                      | 155        |  |  |
|  | General Practitioners                            | 157        |  |  |
|  | EXPENSES:  | 275 - 315  |  |  |
|  | Candidates for appointments                      | 313        |  |  |
|  | General  | 275        |  |  |
|  | Postage  | 312        |  |  |
|  | Submission of claims                             | 276        |  |  |
|  | Travel and Mileage                               | 277 - 308  |  |  |
|  | Removal  | 314 - 315  |  |  |
|  | FEES:  |            |  |  |
|  | Domiciliary Consultations                        | 140 - 149  |  |  |
|  | General  | 38         |  |  |

|  |   |             |  |  |
|--|---|-------------|--|--|
|  | Lectures  | 165 - 166   |  |  |
|  | Payable by Employing Authorities                        | 32          |  |  |
|  | FORMER TRAINEES IN GENERAL PRACTICE                     | 344         |  |  |
|  | FULL PAY (Training grades)                              | 23          |  |  |
|  | GENERAL PRACTITIONERS                                   |             |  |  |
|  | Exceptional Consultations                               | 157         |  |  |
|  | Former Trainees   | 344         |  |  |
|  | GENERAL PRACTITIONER HOSPITAL UNITS                     | 87 - 93     |  |  |
|  | Staff fund  | 87          |  |  |
|  | In-patients   | 88          |  |  |
|  | Beds under the control of a consultant                  | 89          |  |  |
|  | Casualty work   | 90          |  |  |
|  | Basis of payment - casualty work                        | 91          |  |  |
|  | Limit on number of sessions                             | 92          |  |  |
|  | Very small casualty units                               | 93          |  |  |
|  | HARASSMENT AT WORK                                      | 332         |  |  |
|  | HOME TO HOSPITAL MILEAGE: SEE "MILEAGE ALLOWANCES"      |             |  |  |
|  | HEALTH AWARENESS FOR NHS STAFF                          | 336         |  |  |
|  | HONORARY APPOINTMENTS                                   |             |  |  |
|  | Appointments and distinction awards                     | 81, 82 - 86 |  |  |
|  | Retired practitioners                                   | 201         |  |  |
|  | HOSPITAL PRACTITIONER GRADE:                            |             |  |  |
|  | Annual Leave  | 205         |  |  |
|  | Appointments to   | 6           |  |  |
|  | Increments on first appointment                         | 131         |  |  |
|  | Locum tenens  | 107         |  |  |
|  | HOUSE OFFICER GRADE / FOUNDATION HOUSE OFFICER 1 GRADE: |             |  |  |
|  | Annual Leave  | 210         |  |  |

|  |  |           |  |  |
|--|--|-----------|--|--|
|  | Appointment to   | 12        |  |  |
|  | Basis of contract  | 18 - 24   |  |  |
|  | Medical examination on appointment                             | 188       |  |  |
|  | Sick leave: HOs who have not passed a medical examination      | 226       |  |  |
|  | INCREMENTAL DATES: SEE "STARTING SALARIES & INCREMENTAL DATES" |           |  |  |
|  | ISLE OF MAN - COUNTING OF PREVIOUS SERVICE                     | 132, 136  |  |  |
|  | JOURNEYS BEGINNING OR ENDING AT HOME: SEE "MILEAGE ALLOWANCES" |           |  |  |
|  | JOB SHARING  | 70        |  |  |
|  | JUNIOR DOCTORS: SEE "PRACTITIONERS IN TRAINING GRADES"         |           |  |  |
|  | JURY SERVICE - SPECIAL LEAVE                                   | 260       |  |  |
|  | JOINT APPOINTMENTS   | 86        |  |  |
|  | LEAVE:   |           |  |  |
|  | Annual   | 205 - 217 |  |  |
|  | Counting of service while on leave                             | 124       |  |  |
|  | Maternity Leave  | 261       |  |  |
|  | Sick   | 225 - 244 |  |  |
|  | Special  | 260 - 262 |  |  |
|  | Study  | 250 - 254 |  |  |
|  | LECTURE FEES   |           |  |  |
|  | Lectures to Doctors or Dentist                                 | 166       |  |  |
|  | Lectures to non-medical or non-dental staff                    | 165       |  |  |
|  | LIMITATION OF PRIVATE PRACTICE                                 | 42        |  |  |
|  | LIMITATION OF SICKNESS AND OTHER BENEFITS                      | 229 - 230 |  |  |
|  | LOCAL AUTHORITIES - MEMBERSHIP OF                              | 339       |  |  |
|  | LOCUM TENENS   |           |  |  |
|  | Annual Leave   | 211 - 213 |  |  |

|  |   |           |  |  |
|--|---|-----------|--|--|
|  | Application of Terms and Conditions of Service              | 117       |  |  |
|  | Basis of contract (Training grades)                         | 111       |  |  |
|  | Counting of previous service                                | 123       |  |  |
|  | Domiciliary Consultations                                   | 147       |  |  |
|  | Hospital Practitioners                                      | 107       |  |  |
|  | London Weighting  | 59        |  |  |
|  | Maximum remuneration (part-time consultant, SHMO, SHDO, AS) | 116       |  |  |
|  | Mileage Allowances  | 289       |  |  |
|  | Registration  | 118       |  |  |
|  | Removal expenses  | 117       |  |  |
|  | Remuneration of   | 113 - 116 |  |  |
|  | Consultants   | 113       |  |  |
|  | Associate Specialists                                       | 114       |  |  |
|  | Other posts   | 115       |  |  |
|  | Sick Leave  | 243       |  |  |
|  | Staff Grade   | 108       |  |  |
|  | LONDON WEIGHTING:   | 55 - 60   |  |  |
|  | Fringe Zone   | 56        |  |  |
|  | Locum Tenens  | 59        |  |  |
|  | London and extra-territorially managed units                | 55        |  |  |
|  | Part-time appointments                                      | 58        |  |  |
|  | Resident Staff  | 57        |  |  |
|  | Rotational Appointments                                     | 60        |  |  |
|  | MATERNITY LEAVE   | 261       |  |  |
|  | MEAL CHARGES  | 182       |  |  |
|  | MEDICAL CERTIFICATION OF SICKNESS                           | 235 - 236 |  |  |
|  | MEDICAL EXAMINATION ON APPOINTMENT                          | 186 - 188 |  |  |
|  | Form of Certificate   | 187       |  |  |
|  | House Officers  | 188       |  |  |



|  |  |                 |  |  |
|--|--|-----------------|--|--|
|  | MEDICAL SUPERINTENDENTS & DEPUTY MEDICAL SUPERINTENDENTS       | 49              |  |  |
|  | MILEAGE ALLOWANCES AND TRAVEL EXPENSES                         | 277 - 308       |  |  |
|  | Allowances payable to all practitioners                        | 278             |  |  |
|  | Emergency visits   | 279             |  |  |
|  | Home to hospital mileage - (Consultants, SHMO, SHDO, SCMO, AS) | 280 - 283       |  |  |
|  | Liability to make emergency visits                             | 282             |  |  |
|  | Official journeys beginning at home                            | 280             |  |  |
|  | Scattered hospitals  | 283             |  |  |
|  | Subsequent official journeys                                   | 281             |  |  |
|  | Journeys beginning or ending at home: other staff              | 284 - 287       |  |  |
|  | Full-time Staff  | 284             |  |  |
|  | Part-time Practitioners  | 286             |  |  |
|  | Part-time Practitioners in all grades - reserved rights        | 287             |  |  |
|  | Locum Tenens   | 289             |  |  |
|  | Rates of mileage allowance                                     | 291 - 304       |  |  |
|  | Cars out of use  | 296             |  |  |
|  | Change in circumstances  | 292             |  |  |
|  | Essential Users (Consultants)                                  | 291             |  |  |
|  | Garage Expenses, Tolls and Ferries                             | 301             |  |  |
|  | Loans for car purchase   | 302             |  |  |
|  | Non-classification as regular user                             | 293             |  |  |
|  | Part months of service   | 295             |  |  |
|  | Passenger Allowances   | 300             |  |  |
|  | Pedal Cycle Allowances   | 303             |  |  |
|  | Payment of Lump sums   | 294             |  |  |
|  | Protection of existing Standard Rates                          | 297             |  |  |
|  | Public Transport Mileage Rate                                  | 299             |  |  |
|  | Regular User Allowances  | 290             |  |  |
|  | Standard Mileage Rates   | 298, Appendix I |  |  |
|  | MINIMUM PERIOD OF NOTICE                                       | 195             |  |  |
|  | MINIMUM TIME OFF-DUTY  |                 |  |  |

|  |  |              |  |  |
|--|--|--------------|--|--|
|  | Practitioners in training grades   | 20 - 21      |  |  |
|  | Practitioners in grade of AS   | 26           |  |  |
|  | MISCELLANEOUS:   | 330 - 342    |  |  |
|  | Annual leave and sick pay on re-entry and entry into NHS employment              | 342          |  |  |
|  | Arrangements for Redundancy Payment  | 337          |  |  |
|  | Child Care   | 333          |  |  |
|  | Disputes procedures  | 335          |  |  |
|  | Employees who are elected to Parliament  | 338          |  |  |
|  | Equal opportunities in employment  | 331          |  |  |
|  | Harassment at work   | 332          |  |  |
|  | Health awareness for NHS staff   | 336          |  |  |
|  | Membership of local authorities  | 339          |  |  |
|  | NHS Trusts - Continuity of Service   | 341          |  |  |
|  | Payment of annual salaries   | 340          |  |  |
|  | Publications, lectures, etc.   | 330          |  |  |
|  | Retainer Schemes   | 334          |  |  |
|  | MULTIPLE APPOINTMENTS  | 71-78, 81-86 |  |  |
|  | Appointments in more than one grade  | 73           |  |  |
|  | Appointments in one grade  | 72           |  |  |
|  | Discounting of notional half-days in excess of limit                             | 75           |  |  |
|  | Medical and Dental Staff holding more than one contract of employment in the NHS | 76           |  |  |
|  | Paragraph 66 appointments  | 74           |  |  |
|  | Teaching and Research  | 78, 84 - 86  |  |  |
|  | NOTICE   |              |  |  |
|  | Application of minimum periods   | 197          |  |  |
|  | Contractual minimum period of notice   | 196          |  |  |
|  | Pay during notice  | 198          |  |  |
|  | Statutory minimum period   | 195          |  |  |
|  | NORTHERN IRELAND - COUNTING OF PREVIOUS SERVICE                                  | 132, 136     |  |  |

|  |  |               |  |  |
|--|--|---------------|--|--|
|  | NOTIFIABLE DISEASE - CONTACT WITH, SPECIAL LEAVE                 | 260           |  |  |
|  | OCCASIONAL WORK IN THE BLOOD TRANSFUSION SERVICE                 | 104           |  |  |
|  | PARLIAMENT, POSITION OF EMPLOYEES ELECTED TO                     | 338           |  |  |
|  | PART-TIME APPOINTMENTS:  |               |  |  |
|  | Annual Leave   | 208           |  |  |
|  | Assessment of duties   | 61 - 62       |  |  |
|  | London Weighting   | 58            |  |  |
|  | Maximum Remuneration   | 69            |  |  |
|  | Multiple appointments  | 71 - 75       |  |  |
|  | Occasional work in Blood Transfusion Service                     | 104           |  |  |
|  | Part-time General Dental Practitioners                           | 105           |  |  |
|  | Part-time Medical Officer  | 94            |  |  |
|  | Practitioner appointed before 1.1.60: reserved rights            | 66            |  |  |
|  | Remuneration of Part-timers                                      | 63            |  |  |
|  | Practitioners in training grades                                 | 65            |  |  |
|  | Staff Grade  | 64, 69        |  |  |
|  | Teaching and Research posts                                      | 84            |  |  |
|  | Teaching duties undertaken by part-time consultants              | 85            |  |  |
|  | PAY RATES:   | 1, Appendix I |  |  |
|  | Pay during notice  | 198           |  |  |
|  | Payment of annual salary   | 340           |  |  |
|  | PRACTITIONERS IN TRAINING GRADES:                                |               |  |  |
|  | Appointment as House Officer / Foundation House Officer 1        | 12            |  |  |
|  | Appointment as Senior House Officer / Foundation House Officer 2 | 11            |  |  |
|  | Appointment as Specialist Registrar / Specialty Registrar /      | 10            |  |  |
|  | Appointment as Specialty Registrar (Fixed-term)                  | 10            |  |  |
|  | Arrangement for cover during absences                            | 106 - 112     |  |  |
|  | Assessment of Remunerable Time                                   | 22 - 24       |  |  |
|  | Basis of contract  | 13 - 18       |  |  |
|  | Full Pay   | 23            |  |  |

|  |   |                         |  |  |
|--|---|-------------------------|--|--|
|  | Notice Period   | 195 - 198               |  |  |
|  | Part-time Appointments  | 61 - 69                 |  |  |
|  | Retention of Existing Contracts   | 24                      |  |  |
|  | PRE-REGISTRATION HOUSE OFFICERS (SEE ALSO HOUSE OFFICERS)<br>/ FOUNDATION HOUSE OFFICER 1 |                         |  |  |
|  | Medical Examination on Appointment  | 188                     |  |  |
|  | Sick Leave  | 226                     |  |  |
|  | PRIVATE PRACTICE  |                         |  |  |
|  | By clinical teachers  | 83                      |  |  |
|  | Definition  | 40                      |  |  |
|  | Entitlement to undertake private practice   | 41                      |  |  |
|  | Limitation of private practice  | 42                      |  |  |
|  | PROMOTION INCREASES   | 133                     |  |  |
|  | PROTECTION OF SALARY  | 132                     |  |  |
|  | PUBLIC HOLIDAYS   | 214                     |  |  |
|  | PUBLICATIONS, LECTURES, ETC.  | 330                     |  |  |
|  | RATES OF MILEAGE ALLOWANCES   | 290 - 303<br>Appendix I |  |  |
|  | RATES OF PAY  | 1, Appendix I           |  |  |
|  | REDUNDANCY PAYMENTS   | 337, 191                |  |  |
|  | REIMBURSEMENT OF PETROL AND OTHER COSTS   | 307                     |  |  |
|  | REMOVAL EXPENSES:   |                         |  |  |
|  | General   | 314                     |  |  |
|  | Rotational Appointment  | 315                     |  |  |
|  | REMUNERATION OF PART-TIMERS   | 63                      |  |  |
|  | REMUNERATION OF LOCUM PRACTITIONERS   | 113 - 117               |  |  |
|  | Consultants   | 113                     |  |  |

|  |   |               |  |  |
|--|---|---------------|--|--|
|  | Maximum Remuneration of Part-time Locum Consultants, AS and SHMO/SHDO | 116           |  |  |
|  | Application of Terms and Conditions of Service to Locum Practitioners | 117           |  |  |
|  | Registration of Locum Practitioners                                   | 118           |  |  |
|  | Associate Specialists   | 114           |  |  |
|  | Other Posts   | 115           |  |  |
|  | REPRESENTATION AGAINST DISMISSAL                                      | 190           |  |  |
|  | RETAINER SCHEMES  | 334           |  |  |
|  | RETENTION OF EXISTING CONTRACTS (Training grades)                     | 24            |  |  |
|  | RETIRING AGE  |               |  |  |
|  | General provisions  | 200           |  |  |
|  | Honorary or emeritus contracts  | 201           |  |  |
|  | RESIDENCE CHARGES   | 173 - 178     |  |  |
|  | ROTATIONAL APPOINTMENTS   |               |  |  |
|  | London Weighting  | 60            |  |  |
|  | Overseas Appointments   | 216, 228      |  |  |
|  | Removal Expenses  | 315           |  |  |
|  | SECTION 7 SERVICES  | 31            |  |  |
|  | SENIOR HOUSE OFFICER GRADE / FOUNDATION HOUSE OFFICER 2               |               |  |  |
|  | Annual Leave  | 206           |  |  |
|  | Appointment to  | 11            |  |  |
|  | Basis of contract   | 18 - 24       |  |  |
|  | SENIOR HOSPITAL MEDICAL AND DENTAL OFFICER GRADE                      | 4 A           |  |  |
|  | SERVICE OUTSIDE NHS   | 125, 132, 136 |  |  |
|  | SICK LEAVE:   |               |  |  |
|  | Accident due to sport or negligence                                   | 237           |  |  |
|  | Calculation of allowances   | 227           |  |  |

|  |  |           |  |  |
|--|--|-----------|--|--|
|  | Definition of "one month"  | 234       |  |  |
|  | Forfeiture of rights   | 242       |  |  |
|  | Injury on duty   | 238       |  |  |
|  | Limitation of allowance when Insurance or other benefits are payable | 229 - 230 |  |  |
|  | Locum Tenens   | 243       |  |  |
|  | Married Women  | 233       |  |  |
|  | Medical Examination  | 240       |  |  |
|  | Practitioners admitted to hospital                                   | 236       |  |  |
|  | Pre-registration house officers                                      | 226       |  |  |
|  | Previous qualifying service  | 228       |  |  |
|  | Recovering of damages from third party                               | 239       |  |  |
|  | Residence charges during sick leave                                  | 177       |  |  |
|  | Scale of Allowances  | 225       |  |  |
|  | Staff Fund Appointments  | 244       |  |  |
|  | Submission of doctors' statements                                    | 235 - 236 |  |  |
|  | Termination of employment  | 241       |  |  |
|  | Voluntary service overseas   | 228       |  |  |
|  | SPECIAL LEAVE:   | 260 - 262 |  |  |
|  | Attendance at Court as Witness                                       | 260       |  |  |
|  | Contact with Notifiable Diseases                                     | 260       |  |  |
|  | Domestic, personal and family reasons                                | 262       |  |  |
|  | Jury service   | 260       |  |  |
|  | Maternity leave  | 261       |  |  |
|  | Residence charges during special leave                               | 178       |  |  |
|  | STAFF FUND   | 87 - 93   |  |  |
|  | STAFF GRADE:   |           |  |  |
|  | Appointment to   | 7         |  |  |
|  | Arrangements for cover during absences and locum tenens              | 108       |  |  |
|  | Basis of Contract  | 15        |  |  |
|  | Starting Salary  | 128       |  |  |
|  | Remuneration of Locum Practitioners                                  | 115       |  |  |

|  |  |             |  |  |
|--|--|-------------|--|--|
|  | Remuneration of Part-timers              | 64, 69      |  |  |
|  | STARTING SALARIES AND INCREMENTAL DATES: | 121         |  |  |
|  | Counting of previous services:           | 122 - 125   |  |  |
|  | Locum posts                              | 123         |  |  |
|  | Regular Appointments                     | 122         |  |  |
|  | Service While on Leave                   | 124         |  |  |
|  | Service Outside NHS Hospitals            | 125         |  |  |
|  | Increments on appointment to grade:      |             |  |  |
|  | Consultants                              | 126         |  |  |
|  | Hard-to-fill Consultants Posts           | 134         |  |  |
|  | Hospital Practitioner                    | 131         |  |  |
|  | Associate Specialist                     | 127         |  |  |
|  | Specialist Registrar/Specialty Registrar | 130         |  |  |
|  | Staff Grade                              | 128         |  |  |
|  | Interpretation                           | 135 - 136   |  |  |
|  | Promotion increase                       | 133         |  |  |
|  | Protection                               | 132         |  |  |
|  | STATUTORY MINIMUM PERIOD OF NOTICE       | 195         |  |  |
|  | STUDY LEAVE:                             | 250 - 254   |  |  |
|  | Additional periods of leave (UK)         | 252         |  |  |
|  | Conditions                               | 254         |  |  |
|  | Definition                               | 250         |  |  |
|  | Outside the UK                           | 253         |  |  |
|  | Recommended Standard (UK)                | 251         |  |  |
|  | Residence Charges during Study Leave     | 178         |  |  |
|  | SUBSISTENCE ALLOWANCES                   | 311         |  |  |
|  | TEACHING AND RESEARCH:                   | 78, 81 - 86 |  |  |
|  | Honorary Appointments                    | 81          |  |  |
|  | Joint Appointments                       | 86          |  |  |
|  | Part-time Posts                          | 84          |  |  |

|  |  |   |           |  |  |
|--|--|---|-----------|--|--|
|  |  | Private Practice                                    | 83        |  |  |
|  |  | Whole-time Posts                                    | 82        |  |  |
|  |  | Teaching duties undertaken by part-time consultants | 85        |  |  |
|  |  | TEMPORARY ADDITIONAL SESSION                        | 14        |  |  |
|  |  | TENURE OF POSTS                                     | 8 - 12    |  |  |
|  |  | TERMINATION OF EMPLOYMENT                           | 190 - 198 |  |  |
|  |  | Alternative Employment                              | 191       |  |  |
|  |  | Applications of minimum periods of notice           | 197       |  |  |
|  |  | Appointment for limited period                      | 192       |  |  |
|  |  | Contractual minimum period of notice                | 196       |  |  |
|  |  | Pay during notice                                   | 198       |  |  |
|  |  | Representations against dismissal                   | 190       |  |  |
|  |  | Statutory Minimum period of notice                  | 195       |  |  |
|  |  | Termination of employment - Sick Leave              | 241       |  |  |
|  |  | TRAINEES IN GENERAL PRACTICE, FORMER                | 344       |  |  |
|  |  | TRAVELLING EXPENSES: (SEE ALSO MILEAGE ALLOWANCES)  | 277 - 308 |  |  |
|  |  | USE OF HOSPITAL FACILITIES                          | 34        |  |  |
|  |  | VOLUNTARY SERVICE OVERSEAS                          | 216, 228  |  |  |

Pay and Negotiations Team  
NHS Employers  
30 July 2007