

## TERMS AND CONDITIONS OF SERVICE - NHS MEDICAL AND DENTAL STAFF (ENGLAND) 2002

FORMALLY KNOWN AS 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 - volume 3

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

	Paragraph no.	Amendment	Date amended	Circular number
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'  Changed to:  'same rate as that payable under paragraph 25(a)'  to reflect the correct paragraph renumbering due to the combining of the TCS.	10 January 2003	N/A
4	Paragraph 25.c.	TCS said: 'he or she is eligible for an allowance under sub-paragraph (a) above'  Changed to:  'he or she is eligible for an allowance under sub paragraphs (a) and (b) above'  to reflect correct paragraph renumbering due to the combining of the TCS.	10 January 2003	N/A
5	Paragraph 78	TCS said: 'excluding any notional half-day contracted under paragraph 16'  Changed to:  'excluding any notional half-days contracted under paragraph 14'  to reflect correct paragraph renumbering due to the combining of the TCS.	10 January 2003	N/A
6	Paragraph 129	TCS said: 'in excess of two spent as a registrar', which was a typo.  Changed to:	10 January 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</p>	6 February 2004	Advance Letter (MD) 4/2003

		<p>rate from the date of the request 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>		
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13	Paragraph 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>	6 February 2004	Advance 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</p>	17 February 2005	Interchange alert 264 - <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationPolicyAnd">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationPolicyAnd</a>

		<p>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 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="#">Guidance/PublicationsPAmgBrowseableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a>
16	Paragraph 190a	<p><b>TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL</b> Replace 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 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 <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPAmgBrowseableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPAmgBrowseableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a></p>
17	Contents	Replace	1 June 2005	Pay Circular

	<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> <p>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></p> <p>APPENDIX II                      Application of General Whitley Council Agreements</p> <p>APPENDIX III                     Application of General Whitley Council Agreements by Subject Matter</p> <p>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></p> <p>APPENDIX V                     Index to Examples of Category 1 and 2 Items of Service</p> <p>INDEX                              Index to Terms and Conditions by Subject Matter</p> <p>With</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> <p>APPENDIX I                      <u>England</u></p>		(M&D) 3/2005
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		<p>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_paycircul ars.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycircul ars.asp</a></p> <p><u>Wales</u> 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 Application of General Whitley Council Agreements</p> <p>APPENDIX III Application of General Whitley Council Agreements by Subject Matter</p> <p>APPENDIX IV <u>England</u> 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/publication s_paycircul ars.asp">http://www.nhsemployers.org/KeepingInTouch/publication s_paycircul ars.asp</a></p> <p><u>Wales</u> 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 Index to Examples of Category 1 and 2 Items of Service</p> <p>APPENDIX VI(i) [Temporary Insertion] Maternity Leave and Pay</p>		
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		APPENDIX VI(ii) INDEX	[Temporary Insertion] Employment Break Scheme Index to Terms and Conditions by Subject Matter		
18	Introduction	INTRODUCTION Replace  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.  With  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.		1 June 2005	Pay Circular (M&D) 3/2005
19	200	<b><u>RETIRING AGE</u></b>  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.  b. Practitioners aged sixty-five or over may be employed as locums for periods no longer than a year at a time.		1 June 2005	Pay Circular (M&D) 3/2005

		<p>c. No authority shall employ a practitioner aged seventy or over unless all the following requirements are satisfied:</p> <ul style="list-style-type: none"> <li>i. the period of employment is for two months or less;</li> <li>ii. there is a pressing need for the appointment and the need cannot be met from a regular appointment;</li> <li>iii. there will be a breakdown in service if the appointment is not made;</li> <li>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;</li> <li>v. the practitioner is not employed for more than two months in any 9 month period.</li> </ul> <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>	1 June 2005	Pay Circular (M&D) 3/2005

		<p><b>With</b></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 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>		
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>	1 June 2005	Pay Circular (M&D) 3/2005

		<p>With</p> <p><b><u>Maternity leave</u></b></p> <p>261. The provisions listed temporarily at Appendix IV(i) shall apply.</p>		
23	Appendix 1	<p>Replace</p> <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><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 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><u>Wales</u></b></p> <p>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>	1 June 2005	Pay Circular (M&D) 3/2005
24	Appendix II	Delete	1 June 2005	Pay Circular

		<p>“3 SPECIAL LEAVE (subject to the qualifications set out in paragraph 260) 260”</p> <p>“6 MATERNITY LEAVE 261”</p> <p>“40 DISCIPLINARY PROCEDURES (Subject to the qualifications set out in paragraph 1 thereof)”</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> <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG</a> “</p>		<p>(M&amp;D) 3/2005 and Interchange alert 264 <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/PublicationsPampGBrowsableDocument/fs/en?CONTENT_ID=4103418&amp;chk=UVbdwG">http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PolicyAndGuidance/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>	1 June 2005	<p>Pay Circular (M&amp;D) 3/2005 and Interchange alert 264  <a href="http://www.dh.gov.uk/PublicationsAndStatistics/Publications">http://www.dh.gov.uk/PublicationsAndStatistics/Publications</a></p>

		<p>“NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: <sup>19</sup></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>		<a href="#">/Publication sPolicyAnd Guidance/Pu blicationsPA mpGBrowsa bleDocumen t/fs/en?CON TENT_ID=4 103418&amp;ch k=UVbdwG</a>
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)	<b>TEMPORARY APPENDIX VI(i)</b>	1 June 2005	Pay Circular

	<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 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><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> </ul>	<p>(M&amp;D) 3/2005</p>
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		<ul style="list-style-type: none"> <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><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> </ul>		
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		<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 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</li> </ul>		
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		<p>Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay.</p> <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 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>		
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		<p>13 Employees will also be entitled to 26 weeks' unpaid leave.</p> <p style="text-align: center;"><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 style="text-align: center;"><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 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</p>		
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		<p>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>		
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	<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</p>		
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		<p>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>		
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		<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 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>		
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		<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>		
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		<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 agreement.</li> </ul>		
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		<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:-  <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:-  <a href="http://www.dwp.gov.uk/lifeevent/famchild/ind">http://www.dwp.gov.uk/lifeevent/famchild/ind</a></p>		
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		<p>58 Further information for new and expectant mothers at work is available on the Health and Safety Executive website at:-</p> <p style="text-align: center;"><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> <li>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.</li> <li>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.</li> <li>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.</li> </ol> <p><b>Scope</b></p>	1 June 2005	Pay Circular (M&D) 3/2005

	<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</p>		
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		<p>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> <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</p>		
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		<p>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><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> <ul style="list-style-type: none"> <li>i. to practitioners on on-call rotas who work an on-call rota of 1 in 10 including prospective cover or more frequently; or</li> <li>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</li> <li>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</li> </ul> </li></ul>	1 June 2005	Pay Circular (M&D) 3/2005



		1 in 6.5 weekends or more frequently.		
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 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>	1 June 2005	Pay Circular (M&D) 3/2005
33	Paragraph 22.j.	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	1 June 2005	Pay Circular (M&D)

		<p>Friday.</p> <p>Changed to:</p> <p>No supplement shall apply to:</p> <p>(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;</p> <p>(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.</p>		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> <p>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.</p>	1 June 2005	Pay Circular (M&D) 3/2005
35	Contents	<p>Insert</p> <p>APPENDIX VI (iii) [Temporary Insertion] Redundancy Pay</p>	1 March 2007	Pay Circular (M&D) 1/ 2007
36	Introduction	<p>INTRODUCTION</p> <p>Replace</p>	1 March 2007	Pay Circular

		<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> <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 X 2007</p>		(M&D) 1/ 2007
37	Paragraph 337	<p>Replace</p> <p style="text-align: center;"><b><u>Arrangements for redundancy payments</u></b></p> <p>337. The provisions of Section 45 of the General Council Conditions of Service shall apply.</p> <p>With</p> <p style="text-align: center;"><b><u>Arrangements for redundancy payments</u></b></p> <p>337. The provisions listed temporarily at Appendix VI (iii) shall apply.</p>	1 March 2007	Pay Circular (M&D) 1/2007
38	Appendix II	<p>Deleted</p> <p>45 ARRANGEMENTS FOR REDUNDANCY PAYMENTS 337</p> <p>Insert</p> <p>NB – Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)</p>	1 March 2007	Pay Circular (M&D) 1/2007
39	Appendix III	Deleted	1 March	Pay

		<p>REDUNDANCY PAYMENTS 45</p> <p>Insert NB – Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)</p>	2007	Circular (M&D) 1/2007
40	Temporary Appendix VI (iii)	<p>Insert</p> <p style="text-align: center;"><b>TEMPORARY APPENDIX VI(iii)</b></p> <p style="text-align: center;"><b>REDUNDANCY PAY</b></p> <p>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.</p> <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,</p>	1 March 2007	Pay Circular (M&D) 1/2007

	<p>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 prior to the break will count as reckonable service;</li> <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>		
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		<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>		
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		<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 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</p>		
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		<p>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 for payment at age 60.</li> </ul> <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>		
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		<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>		
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	<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 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</p>		
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	<p>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 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</p>		
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	<p>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 multiplier relevant to the employee's calculation will apply to the complete year aggregated.</p> <p><b>Reduction to Baseline Entitlement</b></p>		
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	<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>		
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		<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 APPENDIX I</p> <p><u>England</u> 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_paycirculares.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculares.asp</a></p> <p><u>Wales</u></p>	30 July 2007	Pay Circular (M&D) 6/2007

			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	<p><u>England</u> 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_paycirculars.asp">http://www.nhsemployers.org/KeepingInTouch/publications_paycirculars.asp</a></p> <p>Wales 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>		



		<p>Insert APPENDIX I      <u>England</u></p> <p>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/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a></p> <p><u>Wales</u></p> <p>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      Application of General Whitley Council Agreements</p> <p>APPENDIX III     Application of General Whitley Council Agreements by Subject Matter</p> <p>APPENDIX IV      <u>England</u></p> <p>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/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a></p> <p>APPENDIX V      Index to Examples of Category 1 and 2 Items of Service</p> <p>APPENDIX VI(i)    [Temporary Insertion] Maternity Leave and Pay</p> <p>APPENDIX VI(ii)   [Temporary Insertion] Employment Break Scheme</p> <p>APPENDIX VI (iii) [Temporary Insertion] Redundancy Break Scheme<sup>35</sup></p> <p>APPENDIX VI (iv) [Temporary Insertion] Caring for Children and Adults</p> <p>APPENDIX VI (v)   [Temporary Insertion] Flexible Working Arrangements</p> <p>APPENDIX VI (vi) [Temporary Insertion] Balancing Work and Personal Life</p> <p>INDEX Index to Terms and Conditions by Subject Matter<sup>17</sup></p>		
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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 SHMO/SHDO: Senior hospital medical/dental officer</p>	30 July 2007	Pay Circular (M&D)

		AS: Associate specialist SG: Staff grade SCMO: Senior clinical medical officer CMO: Clinical medical officer SR Senior registrar SpR Specialist registrar R Registrar SHO Senior house officer HO House officer  Insert ix. The following abbreviations have been used  SHMO/SHDO: Senior hospital medical/dental officer AS: Associate specialist SG: Staff grade SCMO: Senior clinical medical officer CMO: Clinical medical officer SpR: Specialist registrar StR: Specialty Registrar StR (FT): Specialty Registrar (Fixed Term) SHO: Senior house officer FHO2: Foundation House Officer (Post-Registration) FHO1: Foundation House Officer (Pre-Registration) LAT: Locum Appointment for Training LAS: Locum Appointment for Service (NHS appointments) HO: House officer PRHO: Pre Registration House Officer		6/2007
45	Introduction	Insert 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.	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</p>	30 July 2007	Pay Circular (M&D) 6/2007

		experience in the relevant specialty; or		
49	Paragraph 7.c.	Deleted 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;  Insert 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 <b><u>Senior Registrar</u></b>  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.  Insert 9. Not Allocated	30 July 2007	Pay Circular (M&D) 6/2007
51	Paragraph 10	Deleted <b><u>Specialist Registrar</u></b>  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.	30 July 2007	Pay Circular (M&D) 6/2007

		<p>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.</p> <p>Insert  <b><u>Specialist Registrar or Specialty Registrar</u></b></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  <b><u>Registrar</u></b></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  10a. Not allocated.</p>	30 July 2007	Pay Circular (M&D) 6/2007
53	Paragraph	Deleted	30 July	Pay

	12	<p><b><u>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 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 <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>	2007	Circular (M&D) 6/2007
54	Paragraph 18	<p>Deleted <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 <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 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>	30 July 2007	Pay Circular (M&D) 6/2007

		<p>Insert</p> <p>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 circumstances where they are acting up as a consultant):</p>		
56	Paragraph 20.f.	<p>Deleted</p> <p>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).</p> <p>Insert</p> <p>f. Not allocated.</p>	30 July 2007	Pay Circular (M&D) 6/2007
57	Paragraph 20.g.	<p>Deleted</p> <p>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.</p> <p>Insert</p> <p>g. Not allocated.</p>	30 July 2007	Pay Circular (M&D) 6/2007
58	Paragraph 20.h.	<p>Deleted</p> <p>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).</p> <p>Insert</p>	30 July 2007	Pay Circular (M&D) 6/2007



		<p>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 subparagraphs 18.b, 20.a to d above and 22.a below are met for practitioners in all training grades, 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 equivalents).</p>		
59	Paragraph 21.a.	<p>Deleted <b>Payment</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 <b>Payment</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 <b>Definition</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</p>	30 July 2007	Pay Circular (M&D) 6/2007

		<p>new appointment panel.</p> <p>Insert <b>Definition</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 series of different employing trusts and contracts, but will not involve a new appointment panel.</p>		
61	Paragraph 22	<p>Deleted</p> <p>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:</p> <p>Insert</p> <p>22. Subject to paragraph 24 below, the assessment of pay supplements for staff in the training grades shall be made as follows:</p>	30 July 2007	Pay Circular (M&D) 6/2007
62	Paragraph 63	<p>Deleted</p> <p><b><u>Remuneration of Part-Timers</u></b></p> <p>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.</p> <p>Insert</p> <p><b><u>Remuneration of Part-Timers</u></b></p> <p>63. The salary of a part-time practitioner in the grades of consultant, SHMO, SHDO and AS</p>	30 July 2007	Pay Circular (M&D) 6/2007

		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.		
63	Paragraph 65	Deleted <b><u>Part-Time Practitioners in the grades of SR, SpR, R, SHO, and HO</u></b>  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.  Insert <b><u>Part-Time Practitioners in the training grades</u></b>  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.	30 July 2007	Pay Circular (M&D) 6/2007
64	Paragraph 66 - 68	<b><u>Practitioners appointed before 1 January 1960: preserved rights</u></b>  66. The following classes of practitioners, viz:  a. practitioners holding part-time consultant, SHMO or SHDO posts on 31 December 1959;  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;  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	30 July 2007	Pay Circular (M&D) 6/2007

		<p>any distinction award held:</p> <table border="0"> <thead> <tr> <th style="text-align: center;">Number of notional half-days</th> <th style="text-align: center;">Proportion of salary</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>115% of one eleventh</td> </tr> <tr> <td style="text-align: center;">2</td> <td>115% of two elevenths</td> </tr> <tr> <td style="text-align: center;">3</td> <td>115% of three elevenths</td> </tr> <tr> <td style="text-align: center;">4</td> <td>109% of four elevenths</td> </tr> <tr> <td style="text-align: center;">5</td> <td>109% of five elevenths</td> </tr> <tr> <td style="text-align: center;">6</td> <td>109% of six elevenths</td> </tr> <tr> <td style="text-align: center;">7</td> <td>103% of seven elevenths</td> </tr> <tr> <td style="text-align: center;">8</td> <td>103% of eight elevenths</td> </tr> <tr> <td style="text-align: center;">9</td> <td>103% of nine elevenths</td> </tr> </tbody> </table> <p>67-68. Unallocated.</p> <p>Insert 66-68. Unallocated.</p>	Number of notional half-days	Proportion of salary	1	115% of one eleventh	2	115% of two elevenths	3	115% of three elevenths	4	109% of four elevenths	5	109% of five elevenths	6	109% of six elevenths	7	103% of seven elevenths	8	103% of eight elevenths	9	103% of nine elevenths		
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65	Paragraph 70	<p>Deleted <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 <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 2007	Pay Circular (M&D) 5/2007																				

66	Paragraph 71	<p>Deleted <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 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 <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>	30 July 2007	Pay Circular (M&D) 6/2007
67	Paragraph 74	<p>Deleted <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>	30 July 2007	Pay Circular (M&D) 6/2007

		<p>Insert 74. Not allocated.</p>		
68	Paragraph 81(a)	<p>Deleted 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 continuity of service for employment purposes.</p> <p>Insert 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>	30 July 2007	Pay Circular (M&D) 6/2007
69	Paragraph 106	<p>Deleted <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 subparagraph 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 <b><u>Consultant, SHMO/SHDO and AS</u></b></p>	30 July 2007	Pay Circular (M&D) 6/2007

		<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 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>		
70	Paragraph 110	<p>Deleted <b><u>SR, SpR, R, SHO and HO</u></b></p> <p>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).</p> <p>Insert <b><u>Training Grades</u></b></p> <p>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).</p>	30 July 2007	Pay Circular (M&D) 6/2007

71	Paragraph 111	<p>Deleted <b><u>LOCUM PRACTITIONERS: BASIS OF CONTRACT</u></b></p> <p>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).</p> <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 subparagraph 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</p>	30 July 2007	Pay Circular (M&D) 6/2007
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		<p>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  <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</p>		
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		<p>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 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</p>	30 July 2007	Pay Circular (M&D) 6/2007

		locums should be either registered or temporarily registered dental practitioners, or fully or limited registered medical practitioners.		
73	Paragraph 129	Deleted <b><u>Senior Registrar</u></b>  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.  Insert 129. Unallocated	30 July 2007	Pay Circular (M&D) 6/2007
74	Paragraph 130	Deleted <b><u>Registrar and Specialist Registrar</u></b>  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.  Insert  <b>Specialist / Specialty Registrar</b>  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.	30 July 2007	Pay Circular (M&D) 6/2007
75	Paragraph 132	Deleted <b><u>PROTECTION</u></b>  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	30 July 2007	Pay Circular (M&D) 6/2007

		<p>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 <b><u>PROTECTION</u></b></p> <p>132. Where a practitioner in a career grade takes an appointment in a training 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) 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 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  <u>Hospital Medical and Dental Staff</u>  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> <p>Insert  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>	30 July 2007	Pay Circular (M&D) 6/2007

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> <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</p> <p><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>	30 July 2007	Pay Circular (M&D) 6/2007
80	Paragraph 190.a.	<p>Deleted</p> <p><b><u>TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL</u></b></p>	30 July 2007	Pay Circular

		<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  <u><b>TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL</b></u></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), 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>		(M&D) 6/2007										
81	Paragraph 196	<p>Deleted  <u><b>Contractual minimum period of notice</b></u></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 style="width: 100%; border: none;"> <tr> <td style="width: 60%;">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>	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	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													

		<p>Insert  <u><b>Contractual minimum period of notice</b></u></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>	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		
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  <u><b>ANNUAL LEAVE</b></u></p> <p>205. The following practitioners shall be entitled to leave at the rate of 6 weeks a year:</p> <ul style="list-style-type: none"> <li>Consultants</li> <li>SHMOs</li> <li>SHDOs</li> <li>SRs</li> <li>SpRs on the third or higher incremental points of their scale</li> <li>Practitioners appointed under the terms of paragraphs 94 or 105</li> <li>SCMOs</li> <li>Senior medical officers (community medicine)</li> <li>CMOs on or above the 6th point of the salary scale</li> <li>Hospital Practitioners</li> <li>ASs</li> <li>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</li> </ul>	30 July 2007	Pay Circular (M&D) 6/2007										



		<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> <p>Insert <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 SHMOs SHDOs SpRs, StRs and StRs (FT)s on the third or higher incremental points of their scale Practitioners appointed under the terms of paragraphs 94 or 105 SCMOs Senior medical officers (community medicine) CMOs on or above the 6th point of the salary scale Hospital Practitioners 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 SpRs on the minimum, 1<sup>st</sup> or 2<sup>nd</sup> incremental points of their payscale</p>	30 July 2007	Pay Circular (M&D) 6/2007

		<p>SHOs CMOs on the first 5 points of the salary scale Practitioners in the staff grade other than those mentioned in paragraph 205.</p> <p>Insert 206. The following practitioners shall be entitled to leave at the rate of 5 weeks a year:</p> <p>Registrars SpRs on the minimum, 1<sup>st</sup> or 2<sup>nd</sup> incremental points of their payscale SHOs CMOs on the first 5 points of the salary scale Practitioners in the staff grade other than those mentioned in paragraph 205</p>		
84	Paragraph 210	<p>Deleted <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 forward from one post into subsequent appointments, or may be anticipated from such subsequent appointments.</p> <p>Insert <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>	30 July 2007	Pay Circular (M&D) 6/2007
85	Paragraph 211	<p>Deleted <b><u>Locum tenens: leave entitlement</u></b></p>	30 July 2007	Pay Circular (M&D)

		<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  <u><b>Locum tenens: leave entitlement</b></u></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>		6/2007
86	Paragraph 226	<p>Deleted  <u><b>HOs 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 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  <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>	30 July 2007	Pay Circular (M&D) 6/2007
87	Paragraph 241	<p>Deleted  <u><b>Termination of employment</b></u></p>	30 July 2007	Pay Circular (M&D)

		<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 <b><u>Termination of employment</u></b></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>		6/2007
88	Paragraph 251.b.	<p>Deleted</p> <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</p> <p>b. Not allocated.</p>	30 July 2007	Pay Circular (M&D) 6/2007
89	Paragraph	Deleted	30 July	Pay

	251.c.	<p>SpRs Rs CMOs SHOs HOs and post-registration medical HOs</p> <p>Insert c. SpRs StRs StR (FT)s CMOs SHOs FHO2s HOs</p>	2007	Circular (M&D) 6/2007
90	Paragraph 251.d.	<p>Deleted 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> <p>Insert 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.</p>	30 July 2007	Pay Circular (M&D) 6/2007
91	Paragraph 260.b.	<p>Deleted b. <u>Jury service</u>: Normally medical and dental practitioners are entitled to be excused jury service.</p> <p>Insert b. Not allocated.</p>	30 July 2007	Pay Circular (M&D) 6/2007

92	Paragraph 261	Deleted <b><u>Maternity leave</u></b>  261. The provisions listed temporarily at Appendix IV(i) shall apply  Insert <b><u>Maternity leave</u></b>  261. The provisions listed temporarily at Appendix VI(i) shall apply	30 July 2007	Pay Circular (M&D) 5/2007
93	Paragraph 262	Deleted <b><u>Special leave for domestic, personal and family reasons</u></b>  262. The provisions of Section 12 of the General Council Conditions of Service shall apply.  Insert  <b><u>Special leave for domestic, personal and family reasons</u></b>  262. The provisions listed temporarily at Appendix VI(vi) shall apply.	30 July 2007	Pay Circular (M&D) 5/2007
94	Paragraph 283	Deleted <b><u>Scattered hospitals</u></b>  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.  <b><u>Journeys Beginning or Ending at Home: Other Staff</u></b> (ie. practitioners in the grades of SG, CMO, SR, SpR, R, SHO, HO and HP, or employed under paragraphs 94 or 105)	30 July 2007	Pay Circular (M&D) 6/2007

		<p>Insert <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></p> <p>(ie. practitioners in the grades of SG, CMO, HP, or any training grade, or employed under paragraphs 94 or 105)</p>		
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 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>	30 July 2007	Pay Circular (M&D) 6/2007
96	Paragraph 285.e.i	<p>Deleted</p> <p>i. the practitioner is a SR, SpR, R, SHO or HO who owned the home before taking up the appointment; or</p> <p>Insert</p> <p>i. the practitioner is in a training grade and owned the home before taking up the appointment; or</p>	30 July 2007	Pay Circular (M&D) 6/2007

97	Paragraph 331	Deleted <b><u>Equal opportunities</u></b>  331. The provisions of Section 7 of the General Council Conditions of Service shall apply.  Insert <b><u>Equal opportunities</u></b>  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 <b><u>Harassment at work</u></b>  332. The provisions of Section 8 of the General Council Conditions of Service shall apply.  Insert <b><u>Dignity at work</u></b>  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 333	Deleted <b><u>Child care</u></b>  333. The provisions of Section 9 of the General Council Conditions of Service shall apply.  Insert <b><u>Child care</u></b>  333. The provisions of temporary Appendix VI(iv) shall apply.	30 July 2007	Pay Circular (M&D) 5/2007
100	Paragraph 334	Deleted <b><u>Retainer schemes</u></b>	30 July 2007	Pay Circular (M&D)



		<p>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.</p> <p>Insert <u>Retainer schemes</u></p> <p>334. The general provisions of temporary Appendix VI(ii) shall apply.</p>		5/2007
101	Supplement 7 - 8	<p>Deleted</p> <p><b><u>EXAMINATIONS OF BLIND OR PARTIALLY-SIGHTED PERSONS FOR THE COMPLETION OF FORM BD8 (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 BD8 is available at the time of the 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</p>	30 July 2007	Pay Circular (M&D) 6/2007

		<p>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> <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/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a></p>	30 July 2007	Pay Circular (M&D) 6/2007
103	Appendix II	<p>Delete</p> <p style="text-align: right;"><b>APPENDIX II<sup>38</sup></b></p>	30 July 2007	Pay Circular (M&D) 5/2007

		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 Paragraphs:</b>	<b>Subject</b>	<b>See</b>
		1	ANNUAL LEAVE ENTITLEMENT (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 (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 (subject to the qualifications set out in paragraph 334)	334
		11	JOB SHARING (subject to the qualification set out in paragraph 70)	70
		12	SPECIAL LEAVE FOR DOMESTIC, PERSONAL AND FAMILY REASONS	262
		22	SUBSISTENCE ALLOWANCES (subject to the qualifications set out in paragraph 311)	311

23	TRAVELLING EXPENSES (subject to the qualifications set out in paragraphs 277 to 303)	277 - 303
26	REMOVAL EXPENSES AND ASSOCIATED PROVISIONS (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 Paragraphs:</b>	<b>Subject</b>	<b>See</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 (Only paragraphs 4, 10 to 14 and 18 to 20 thereof apply)	55 - 60		
	57	STATUTORY SICK PAY: QUALIFYING DAYS (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)			
	65	NHS REORGANISATION - STAFFING ARRANGEMENTS (WALES)			
	66	NHS REORGANISATION - APPEALS (WALES)			
	68	NHS REORGANISATION - STAFFING ARRANGMENTS (SCOTLAND)			
	69	NHS REORGANISATION - APPEALS (SCOTLAND)			
	70	DISMISSAL APPEALS TRIBUNAL - EMPLOYEES TRANSFERRING FROM, TO OR WITHIN SCOTLAND			

<b>APPENDIX II (Cont'd)</b>		
<b>Section Paragraphs:</b>	<b>Subject</b>	<b>See</b>
71	SUPPLEMENT TO INDUSTRIAL TRIBUNAL AWARDS FOLLOWING SUCCESSFUL APPEALS AGAINST UNFAIR DISMISSAL FOR EMPLOYEES TRANSFERRING, TO OR WITHIN SCOTLAND	
74	NHS REORGANISATION - PROTECTION OF PAY AND TERMS AND CONDITIONS OF SERVICE	
NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VI(i).		
NB - Please note that Redundancy Pay arrangements are now covered in Temporary Appendix VI (iii)		
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/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>24</sup>		
Insert		
<b>APPENDIX II</b> <sup>38, 103</sup>		
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<b>Section</b>	<b>Subject</b>	<b>See Paragraphs:</b>
1	ANNUAL LEAVE ENTITLEMENT (except that this Section does not apply to locums,and	216

	subject to the further qualifications set out in paragraph 216)		
2	STATUTORY AND PUBLIC HOLIDAYS (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 (subject to the qualifications set out in paragraph 311)	311	
23	TRAVELLING EXPENSES (subject to the qualifications set out in paragraphs 277 to 303)	277 - 303	
26	REMOVAL EXPENSES AND ASSOCIATED PROVISIONS (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 (Only paragraphs 4, 10 to 14 and 18 to 20 thereof apply)	55 - 60
57	STATUTORY SICK PAY: QUALIFYING DAYS (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)	
68	NHS REORGANISATION - STAFFING ARRANGMENTS (SCOTLAND)	
69	NHS REORGANISATION - APPEALS (SCOTLAND)	
70	DISMISSAL APPEALS TRIBUNAL - EMPLOYEES TRANSFERRING FROM, TO OR WITHIN SCOTLAND	
71	SUPPLEMENT TO INDUSTRIAL TRIBUNAL AWARDS FOLLOWING SUCCESSFUL APPEALS AGAINST UNFAIR DISMISSAL FOR EMPLOYEES TRANSFERRING, TO OR WITHIN SCOTLAND	
74	NHS REORGANISATION - PROTECTION OF PAY AND TERMS	



		<p style="text-align: center;"><b>AND CONDITIONS OF SERVICE</b></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/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>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> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Subject Council Handbook</b></th> <th style="text-align: right;"><b>Section (s) of General</b></th> </tr> </thead> <tbody> <tr> <td>ANNUAL LEAVE</td> <td style="text-align: right;">1 *</td> </tr> <tr> <td>ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT</td> <td style="text-align: right;">61</td> </tr> <tr> <td>CHILD CARE</td> <td style="text-align: right;">9</td> </tr> <tr> <td>DISPUTES PROCEDURES</td> <td style="text-align: right;">33</td> </tr> <tr> <td>EQUAL OPPORTUNITIES</td> <td style="text-align: right;">7</td> </tr> </tbody> </table>	<b>Subject Council Handbook</b>	<b>Section (s) of General</b>	ANNUAL LEAVE	1 *	ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT	61	CHILD CARE	9	DISPUTES PROCEDURES	33	EQUAL OPPORTUNITIES	7	30 July 2007	Pay Circular (M&D) 5/2007
<b>Subject Council Handbook</b>	<b>Section (s) of General</b>															
ANNUAL LEAVE	1 *															
ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT	61															
CHILD CARE	9															
DISPUTES PROCEDURES	33															
EQUAL OPPORTUNITIES	7															

	HARASSMENT AT WORK	8		
	HEALTH AWARENESS FOR NHS STAFF	41		
	JOB SHARING		11 *	
	JOINT CONSULTATION MACHINERY	39		
	LOCAL AUTHORITIES, MEMBERSHIP OF	53		
	LONDON WEIGHTING	56 *		
	MILEAGE ALLOWANCES	23 *		
	NHS REORGANISATION	58, 62, 63, 65, 66, 68, 69, 70, 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 *		
	RETAINER SCHEMES		10 *	
	RETIREMENT, PREPARATION FOR		55	
	SALARIES, PAYMENT OF	54		
	SPECIAL LEAVE FOR DOMESTIC, PERSONAL AND FAMILY REASONS	12		
	STAFF ORGANISATIONS, FACILITIES FOR		38	
	STATUTORY AND PUBLIC HOLIDAYES	2 *		
	STATUTORY SICK PAY, QUALIFYING DAYS	57 *		
	SUBSISTENCE ALLOWANCES	22 *		
	TRAVELLING EXPENSES	23 *		
	* but see note in Appendix II			

		<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>  <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>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>  <b>Section (s) of General Council Handbook</b></p> <table data-bbox="465 901 1496 1316"> <tr> <td>ANNUAL LEAVE</td> <td>1 *</td> </tr> <tr> <td>ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT</td> <td>61</td> </tr> <tr> <td>DISPUTES PROCEDURES</td> <td>33</td> </tr> <tr> <td>EQUAL OPPORTUNITIES</td> <td>7.A</td> </tr> <tr> <td>DIGNITY AT WORK</td> <td>7.C</td> </tr> <tr> <td>HEALTH AWARENESS FOR NHS STAFF</td> <td>41</td> </tr> <tr> <td>JOINT CONSULTATION MACHINERY</td> <td>39</td> </tr> <tr> <td>LOCAL AUTHORITIES, MEMBERSHIP OF</td> <td>53</td> </tr> </table>	ANNUAL LEAVE	1 *	ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON 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		
ANNUAL LEAVE	1 *																			
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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, 66, 68, 69, 70, 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		
	STATUTORY AND PUBLIC HOLIDAYES	2 *		
	STATUTORY SICK PAY, QUALIFYING DAYS	57 *		
	SUBSISTENCE ALLOWANCES	22 *		
	TRAVELLING EXPENSES	23 *		
	* but see note in Appendix II			
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105	Appendix IV	Delete  <p style="text-align: right;"><b>APPENDIX IV</b></p> England 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>  Insert  <p style="text-align: right;"><b>APPENDIX IV</b><sup>105</sup></p> England 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>	30 July 2007	Pay Circular (M&D) 6/2007
106	Temp Appendix VI(i)	Replace  <b>MATERNITY LEAVE AND PAY</b>	30 July 2007	Pay Circular (M&D) 5/2007

		<p style="text-align: center;"><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> <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</li> </ul>		
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		<p>reasonably practicable thereafter):</p> <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> <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</li> </ul>		
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		<p>paragraphs 38 and 39 below);</p> <ul style="list-style-type: none"> <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>		
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		<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 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>		
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		<p style="text-align: center;"><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 style="text-align: center;"><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 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>		
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	<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</p>		
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		<p>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>		
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		<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</p>		
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	<p>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 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>		
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		<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</p>		
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		<p>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 agreement.</li> </ul> <p>50 Employers may at their discretion extend the period specified in paragraphs 48 (ii) and 49.</p>		
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		<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:-  <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:-  <a href="http://www.dwp.gov.uk/lifeevent/famchild/ind">http://www.dwp.gov.uk/lifeevent/famchild/ind</a></p>		
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		<p>58 Further information for new and expectant mothers at work is available on the Health and Safety Executive website at:-</p> <p style="text-align: center;"><a href="http://www.hse.gov.uk">www.hse.gov.uk</a></p> <p>Insert</p> <p><b>MATERNITY LEAVE AND PAY</b></p> <p><b>Introduction</b></p> <ol style="list-style-type: none"> <li>1. All employees will have the right to take 52 weeks of maternity leave</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. Paragraph 65 explains how to get further information about employees' statutory entitlements.</li> <li>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.</li> </ol> <p><b>Eligibility</b></p> <ol style="list-style-type: none"> <li>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</li> </ul> </li> </ol>		
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		<p>expected week of childbirth;</p> <ul style="list-style-type: none"> <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> <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</li> </ul>		
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		<p>paragraphs 49 and 50 below);</p> <ul style="list-style-type: none"> <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 immediately after the birth of her baby</p>		
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	<p>16. The work can be consecutive or not and can include 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</p>		
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		<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 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</p>		
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	<p>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>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 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><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>		
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	<p>34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer 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>		
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	<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 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</p>		
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	<p>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 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</p>		
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	<p>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> <li>○ 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</p>		
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		<p>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>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</p>		
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		<p>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-pay/guidance/page21116.html">http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-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.html">http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html</a></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</p>	30 July 2007	Pay Circular (M&D) 5/2007

		<p>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 ensuring equality of access. These should be considered when drawing up a carers policy</p> <p style="text-align: center;"><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; <ul style="list-style-type: none"> <li>- equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;</li> </ul> </li> <li>- guidelines on eligibility; <ul style="list-style-type: none"> <li>- how the policy relates to other Appendices, in particular those covering leave and flexible working arrangements;</li> </ul> </li> <li>- the range of options open to carers, i.e. crèche facilities, childminders,</li> </ul>		
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		<p>workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;</p> <ul style="list-style-type: none"> <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>	30 July 2007	Pay Circular (M&D) 5/2007

		<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 agreement;</li> <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</li> </ul>		
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		<p>example, access by separated parents to their children and flexible rostering.</p> <ul style="list-style-type: none"> <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>	30 July 2007	Pay Circular (M&D) 5/2007

	<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 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>		
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	<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 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>		
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	<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 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</p>		
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		<p>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 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>	30 July 2007	Pay Circular (M&D)

		<p><b>ITEM</b></p> <p><b>PARAGRAPH</b></p>		6/2007
		ACTING-UP ALLOWANCES	112	
		ALLOCATION OF BANDING 23	18 -	
		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 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: (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) 93	90 -		
	CARRIAGE OF PASSENGERS	308		
	CATEGORIES 1 AND 2 39	30 -		
	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" (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: 60	55 -		
	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 - 236	235		
	MEDICAL EXAMINATION ON APPOINTMENT - 188	186		
	Form of Certificate	187		
	House Officers	188		
	MEDICAL SUPERINTENDENTS & DEPUTY MEDICAL SUPERINTENDENTS	49		
	MILEAGE ALLOWANCES AND TRAVEL EXPENSES - 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	
	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	
62	Assessment of duties	61 -	
	London Weighting	58	
	Maximum Remuneration	69	
75	Multiple appointments	71 -	
	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	
69	Staff Grade	64,	

	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 - 303	290	
	Appendix I		
	RATES OF PAY Appendix I	1,	
	REDUNDANCY PAYMENTS 337, 191		
	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	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 (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 Basis of contract	11 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		
		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		
	<b>SUBSISTENCE ALLOWANCES</b>	<b>311</b>		
	<b>TEACHING AND RESEARCH:</b>	<b>78,</b>		
	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		
	<b>TEMPORARY ADDITIONAL SESSION</b>	<b>14</b>		
	<b>TENURE OF POSTS</b>	<b>8 -</b>		
	12			
	<b>TERMINATION OF EMPLOYMENT</b>	<b>190</b>		
	- 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) - 308	277		
	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 (Residence) charges during Annual Leave	342 176		
	Voluntary Service Overseas	216		
	<b>APPLICATION OF TERMS AND CONDITIONS OF SERVICE:</b>			
	Locum Practitioners	117		
	General provisions	343		
	Former Trainees in General Practice	344		
	<b>APPOINTMENT TO AND TENURE OF POSTS:</b>			
	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		
	<b>ARRANGEMENTS FOR COVER DURING ABSENCES AND LOCUM TENENS:</b>			
	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	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 (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) / 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 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		
111	Opening page	Name of the Terms and Conditions changed from 'National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales)' to 'Terms and Conditions of Service NHS Medical and Dental Staff (England) 2002'.  References to Wales removed throughout the document	31 March 2013	Pay Circular (M&D) 2/2013
112	Introduction	References to Wales removed.	31 March 2013	Pay Circular (M&D) 2/20/13
113	i.	i. Date of publication amended to 31 March 2013.	31 March 2013	Pay Circular (M&D) 2/2013
114	iii.	iii. Replace: 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> Insert: A record of amendments to these Terms and Conditions of Service is available in the relevant	31 March 2013	Pay Circular (M&D) 2/2013

		section of the NHS Employers website at <a href="http://www.nhsemployers.org">http://www.nhsemployers.org</a> . <sup>43</sup>		
115	iv.	iv. Dentists added to: The approved provisions of this handbook are the Terms and Conditions of Service determined from time to time for the purposes of the contracts of hospital medical and dental staff and doctors <i>and dentists</i> in public health and the community health service	31 March 2013	Pay Circular (M&D) 2/2013
116	v.	v. Reference to the National Assembly for Wales removed	31 March 2013	Pay Circular (M&D) 2/2013
117	vii.	vii. Medicine removed so the sentence applies to both medical and dental staff: The term 'clinical' should be taken to include hospital medical and dental work and work in public health and the community health service.	31 March 2013	Pay Circular (M&D) 2/20/13
118	ix.	ix. StR (CT) added to the list of abbreviations.	31 March 2013	Pay Circular (M&D) 2/2013
119	xii.	xii. StR (CT) and LAT abbreviations added	31 March 2013	Pay Circular (M&D) 2/2013
120	xiii.	xiii. New paragraph added to include the definition of career grade: For the purposes of paragraph 132 and 135 e the term 'career grade' is a reference to any NHS medical or dental practitioner appointment on national terms and conditions of service other than those in training grades.	31 March 2013	Pay Circular (M&D) 2/2013
121	6a	Paragraph 6a - reference to Welsh document removed	31 March 2013	Pay Circular (M&D) 2/2013

122	39 a.	39 a. ix. Reference to the Mental Health (Scotland) Act 1984 removed	31 March 2013	Pay Circular (M&D) 2/2013
123	51 b.	51. b. Reference to Wales removed	31 March 2013	Pay Circular (M&D) 2/2013
124	132	<p>132. Paragraph 132 removed:  Where a practitioner in a career grade takes an appointment in a training 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) 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.<sup>75</sup></p> <p>Paragraph 132 replaced with:  132.a. Where a practitioner in a career grade takes an appointment in a training 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) and the practitioner has given continuous service in a career grade post or posts for at least 13</p>	31 March 2013	Pay Circular (M&D) 2/2013

		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 England, Northern Ireland, Scotland, Wales, Isle of Man or Channel Islands hospital service are eligible for protection of pay point under the terms of this paragraph. <sup>75</sup>		
125	132 b	Paragraph 132. b. added as instructed by pay circular 6/2007.  132.b. Where a practitioner moves directly from a higher training grade to a lower grade as determined by the maximum point of the basic pay scale, 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.	31 March 2013	Pay Circular (M&D) 2/2013
126	135 e	135. e. Reference to Wales removed.	31 March 2013	Pay Circular (M&D) 2/2013
127	136	136. Inserted references to Scotland and Wales	31 March 2013	Pay Circular (M&D) 2/20/13
128	166 a	166. a. Reference to Wales removed	31 March	Pay

			2013	Circular (M&D) 2/2013
129	189	189. Reference to England removed as this is now an England only document.	31 March 2013	Pay Circular (M&D) 2/2013
130	189 b.	Paragraph 189. b. removed	31 March 2013	Pay Circular (M&D) 2/2013
131	190	190. Termination of Employment; representations against dismissal removed as was for Wales only. 190 now unallocated.	31 March 2013	Pay Circular (M&D) 2/2013
132	191	191. removed; It is understood that, where a local change of organisation in the hospital and specialist services involves displacement or serious disturbance of the services of a practitioner to whom paragraphs 7 or 190 apply, the authority recognises that it has a moral obligation to render the greatest possible assistance to the practitioner with a view to his or her obtaining comparable work elsewhere in the NHS.  Inserted It is understood that, where a local change of organisation in the hospital and specialist services involves displacement or serious disturbance of the services of a practitioner in a regular appointment other than a training grade, the authority recognises that it has a moral obligation to render the greatest possible assistance to the practitioner with a view to his or her obtaining comparable work elsewhere in the NHS.	31 March 2013	Pay Circular (M&D) 2/2013
133	196, 205 and 206	196, 205 and 206. Added StR (CT) to the list of notice periods and annual leave entitlements	31 March 2013	Pay Circular (M&D)

				2/2013
134	238 b.	Paragraph 238. b. added for Injury allowance	31 March 2013	Pay Circular (M&D) 2/2013
135	251 c.	251. c. StR (CT) added	31 March 2013	Pay Circular (M&D) 2/2013
136	343	343. Reference to Wales removed.	31 March 2013	Pay Circular (M&D) 2/20/13
137	Supplement	Para 1. Dentists added and Medicine removed to ensure the paragraph applies to both Doctors and Dentists in Medicine and Dentistry.	31 March 2013	Pay Circular (M&D) 2/2013
138	Appendix I.	References to Wales removed and Dentists inserted.	31 March 2013	Pay Circular (M&D) 2/2013
139	Appendix II and III	References to General Whitley paras 63-72 removed	31 March 2013	Pay Circular (M&D) 2/2013
140	Appendix IV	Reference to Wales removed	31 March 2013	Pay Circular (M&D) 2/2013
141	Temporary appendix VI(iii)	Transitional arrangements removed as now expired. Paragraphs renumbered.	31 March 2013	Pay Circular (M&D)



		<p>Footnote removed:  * Subject to consultation, for those who are in the new pension scheme (with a normal pension age of 65), minimum pension age will be 55 from when the scheme is set up.</p> <p>Para 26. Removed:</p> <p>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>Para 26 Inserted:  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, gender, gender identity or gender expression, pregnancy or maternity, marriage or civil partnership, race, religion or belief, disability, or sexual orientation.</p> <p>27. Inserted::  including reasonable adjustments to an existing role or potential suitable alternatives.</p> <p>Paragraphs 30 - 41 removed as the date of the transitional arrangements have now expired</p>		2/2013
142	Temporary Appendix VI(IV)	<p>Paragraph 5 expanded to include 'including the needs of dependant young people over the age of 14'</p> <p>Paragraph 7 revised from:  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>	31 March 2013	Pay Circular (M&D) 2/2013

		<p>Inserted: Where a decision is taken not to offer particular forms of support, the policy should indicate where other arrangements are available to help people with caring responsibilities, and what alternative ways of working exist.</p>		
143	Temporary Appendix VI(V)	<p>Paragraph 2 revised from:</p> <p>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>To:</p> <p>Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff, staff with dependants and job applications under the Equality Act, and staff who are returning from maternity leave (see Appendix VI(i)).</p>	31 March 2013	Pay Circular (M&D) 2/2013
144	Temporary Appendix VI(VI).	<p>Paragraph 4 amended from:</p> <p>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.</p> <p>To:</p> <p>A dependant is someone who is married to, is a civil partner, or a partner (whether opposite or same sex), "a near relative" or someone who lives at the same address as the employee.</p> <p>Paragraph 5 amended from:</p> <p>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>To:</p> <p>This should be a separate provision from either maternity or maternity support leave and</p>	31 March 2013	Pay Circular (M&D) 2/2013

	<p>should provide a non-transferable individual right to at least 18 weeks' leave. Leave is normally unpaid, but may be paid by local agreement.</p> <p>Paragraphs 5 - 17 amended from</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>This will apply to biological and adoptive fathers, nominated carers and same sex partners.</p> <p>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 multiple birth. However, NHS organisations have scope for agreeing locally more favourable</p>		
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	<p>arrangements where they consider it necessary, or further periods of unpaid leave.</p> <p>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>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>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>Reasonable paid time off to attend ante-natal classes will also be given.</p> <p>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>Amended to:</p> <p>18. This will apply to the father of the child (including adoptive fathers), the mother's husband or partner (whether opposite or same sex), or nominated carer.</p> <p>19. NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.</p> <p><b>Maternity support (paternity) leave</b></p> <p>20. All employees are entitled to two weeks' of ordinary maternity support (paternity) leave which can be taken around the time of the birth or the placement of the child for adoption.</p> <p>21. In addition, employees may be entitled to take up to twenty six weeks of additional maternity support (paternity) leave if their partner has returned to work, the leave can be</p>		
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		<p>taken between 20 weeks and one year after the child is born or placed for adoption.</p> <p>22. To qualify for additional maternity support (paternity) leave the employee and their partner must first meet certain qualification criteria. Details of the qualifying conditions and the notification requirements can be found at <a href="http://www.direct.gov.uk/en/employment/index.htm">http://www.direct.gov.uk/en/employment/index.htm</a></p> <p><b>Occupational pay during maternity support (paternity) leave</b></p> <p>23. There will be an entitlement to two weeks' occupational ordinary maternity support (paternity) 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 maternity support (paternity) pay is ordinarily available when there is a multiple birth.</p> <p>24. Eligibility for the two weeks of occupational maternity support (paternity) pay will be 12 months' continuous service with one or more NHS employer at the beginning of the week in which the baby is due.</p> <p>25. Employees who are not eligible for the two weeks of occupational maternity support (paternity) pay may still be entitled to statutory paternity pay subject to meeting the qualifying conditions. Details of the qualifying conditions can be found at <a href="http://www.direct.gov.uk/en/employment/index.htm">http://www.direct.gov.uk/en/employment/index.htm</a></p> <p><b>Statutory pay during maternity support (paternity) leave</b></p> <p>26. To qualify for statutory pay in the additional maternity support (paternity) leave period, the employee and their partner must first meet certain qualifying conditions. Details of the criteria and the notification requirements can be found at <a href="http://www.direct.gov.uk/en/employment/index.htm">http://www.direct.gov.uk/en/employment/index.htm</a></p>		
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		<p><b>Rights during additional maternity support (paternity) leave</b></p> <p>27. Employees who are entitled to additional maternity support (paternity) leave/pay will be entitled to take up to 10 keeping in touch days during the course of the additional maternity support (paternity) leave period. The criteria for keeping in touch days is set out in Section 15 and is based on those used for statutory maternity leave and pay.</p> <p>28. Employees who have taken additional maternity support (paternity) leave will have the right to return to the same job under their original contract and on no less favourable terms and conditions.</p> <p><b>Ante-natal leave</b></p> <p>29. Reasonable paid time off to attend ante-natal classes will also be given.</p> <p>Adoption Leave and Pay paragraph numbers adjusted throughout the appendix.</p>		
145	Index	Paragraph 190 Representations against dismissal reference removed as paragraph 190 has been removed (see 131).	31 March 2013	Pay Circular (M&D) 2/20/13

Pay and Negotiations Team  
NHS Employers  
26 March 2013