

# Terms and Conditions of Service Specialty Doctor (England)

Version 1 – April 2021

Version 2 – June 2022

# Contents

	<b>Page</b>
<b>Definitions</b>	<b>3 – 6</b>
<b>Schedule 1 Entry Criteria to the Grade</b>	<b>7</b>
<b>Schedule 2 Commencement of Employment and other Dates</b>	<b>8</b>
<b>Schedule 3 Associated Duties and Responsibilities</b>	<b>9</b>
<b>Schedule 4 Job Planning</b>	<b>10 – 15</b>
<b>Schedule 5 Mediation and Appeals</b>	<b>16 – 18</b>
<b>Schedule 6 Recognition for Unpredictable Emergency Work arising from On-Call Duties</b>	<b>19 – 20</b>
<b>Schedule 7 Spare Professional Capacity</b>	<b>21 – 22</b>
<b>Schedule 8 Out of Hours Work</b>	<b>23</b>
<b>Schedule 9 On-Call Rotas</b>	<b>24</b>
<b>Schedule 10 Private Practice and Fee Paying Services</b>	<b>25 – 31</b>
<b>Schedule 11 Other Conditions of Employment</b>	<b>32 – 34</b>
<b>Schedule 12 Pay and other Allowances</b>	<b>35 – 38</b>
<b>Schedule 13 Pay Progression</b>	<b>39 – 43</b>
<b>Schedule 14 Pension Arrangements</b>	<b>44</b>
<b>Schedule 15 Arrangements for Leave</b>	<b>45 – 51</b>
<b>Schedule 16 Termination of Employment</b>	<b>52 – 53</b>
<b>Schedule 17 Applicable Sections of the NHS Terms and Conditions of Service Handbook</b>	<b>54</b>
<b>Schedule 18 Model Provisions for Expenses</b>	<b>55 – 66</b>
<b>Schedule 19 Acting up Payments</b>	<b>67</b>
<b>Schedule 20 Transfer Arrangements<sup>1</sup></b>	<b>68 – 72</b>
<b>Appendix 1</b>	<b>73</b>

# Definitions

Additional NHS responsibilities	Additional NHS Responsibilities means special responsibilities within the employing organisation not undertaken by the generality of doctors, which are agreed between the doctor and the employer and which cannot be absorbed in the time set aside for supporting professional activities. These could include, being a clinical manager, clinical audit lead or clinical governance lead.
Additional Programmed Activities	Additional Programmed Activities may be offered to doctors by their employer in addition to the doctor's contracted number of programmed activities to reflect additional duties or activities or in accordance with the provisions of Schedule 4.
Basic Salary	Basic Salary means the salary attributed to each point on the salary scale set out in appendix 1 with no further additions. The salary scale sets out salaries for fulltime (10 Programmed Activities per week) doctors. Part-time doctors will be paid a pro rata rate.
Contractual and Consequential Services	Contractual and Consequential Services means the work that a doctor carries out by virtue of the duties and responsibilities set out in their Job Plan and any work reasonably incidental or consequential to those duties. These services may include: <ul data-bbox="528 1093 1018 1238" style="list-style-type: none"><li>• Direct Clinical Care</li><li>• Supporting Professional Activities</li><li>• Additional NHS Responsibilities</li><li>• External Duties.</li></ul>
Direct Clinical Care	Direct Clinical Care means work that directly relates to the prevention, diagnosis or treatment of illness. It includes: <ul data-bbox="528 1373 1399 1865" style="list-style-type: none"><li>• emergency duties (including work carried out during or arising from on-call)</li><li>• operating sessions including pre-operative and post-operative care</li><li>• ward rounds</li><li>• outpatient activities</li><li>• clinical diagnostic work</li><li>• other patient treatment</li><li>• public health duties</li><li>• multi-disciplinary meetings about direct patient care</li><li>• patient related administration linked to clinical work i.e. directly related to the above (primarily, but not limited to, notes letters and referrals).</li></ul>

Doctor	Doctor means a medical or dental practitioner except where stated separately.
Emergency Work	See Predictable Emergency Work and Unpredictable Emergency Work arising from on-call duties (Schedule 6).
External Duties	External Duties means duties that are not included in the definitions of 'Direct Clinical Care', 'Supporting Professional Activities' and 'Additional NHS Responsibilities', and are not included within the definition of Fee-Paying Services or Private Professional Services but are undertaken as part of the prospectively agreed Job Plan by agreement between the doctor and the employing organisation without causing undue loss of clinical time. They might include, for example, trade union duties, reasonable amount of work for the Royal Colleges or government departments in the interests of the wider NHS.
Fee Paying Services	Fee Paying Services means any paid professional services, other than those falling within the definition of Private Professional Services, which a doctor carries out for a third party or for the employing organisation and which are not part of, nor reasonably incidental to, Contractual and Consequential Services. A third party for these purposes may be an organisation, corporation or individual, provided that they are acting in a health related professional capacity, or a provider or commissioner of public services. Examples of work that fall within this category can be found in Schedule 11.
Job Plan	Job Plan means (for the purposes of these Terms and Conditions of Service) a job plan agreed in accordance with the provisions of Schedule 4 and, where relevant, Schedule 5.
On-call Rota frequency	On-call Rota frequency, for the purposes of Schedule 12, this frequency is determined by ascertaining the number of days the doctor is on-call over the 365 days of the year (for clarity, leap years are ignored).
Out of hours	Out of hours means any time that falls outside the period of 7am to 9pm Monday to Friday and any time on a Saturday or Sunday, or statutory or public holiday.
Portfolio	Portfolio means the personal development record compiled by a doctor during the course of their career.

Predictable Emergency Work	Predictable emergency work means emergency work that takes place at regular and predictable times, often as a consequence of a period of on-call work (for example, post-take ward rounds). This should be programmed into the Working week as scheduled Programmed Activity.
Private Professional Services	Private Professional Services (also referred to as Private Practice). Such services include: <ul style="list-style-type: none"><li>• the diagnosis or treatment of patients by private arrangement (including such diagnosis or treatment under section 65(2) of the National Health Service Act 1977), excluding fee-paying services as described in Schedule 10 of the Terms and Conditions of Service.</li><li>• work in the general medical, dental or ophthalmic services under Part II of the National Health Service Act.</li></ul>
Professional and Study Leave	Professional and Study Leave means professional leave or study leave in relation to professional work including, but not restricted to, participation in: <ul style="list-style-type: none"><li>• study (usually but not exclusively or necessarily on a course or programme)</li><li>• research</li><li>• teaching</li><li>• examining or taking examinations</li><li>• visiting clinics</li><li>• attending professional conferences</li><li>• training.</li></ul>
Programmed Activity	Programmed activity means a scheduled period, normally equivalent to four hours, during which a doctor undertakes Contractual and Consequential Services.
Supporting Professional Activities	Supporting Professional Activities means activities that underpin Direct Clinical Care. These might include, but are not restricted to, participation in: <ul style="list-style-type: none"><li>• audit</li><li>• continuing professional development</li><li>• local clinical governance activities</li><li>• training</li><li>• formal teaching</li><li>• appraisal</li><li>• job planning</li><li>• research.</li></ul>
Unpredictable Emergency Work	Unpredictable Emergency Work arising from on-call duties, means work done whilst on-call and associated directly with the doctor's on-call duties (except in so far as it takes place during a time for scheduled Programmed Activities), for example, recall to hospital to operate on an emergency basis. For the purposes of Schedule 4, nonemergency work shall be regarded as including the regular,

Working Week

programmed work of doctors whose specialty by its nature involves dealing routinely with emergency cases, for example, A&E doctors.

Working Week is a standard full-time working week will be based on a Job Plan containing ten Programmed Activities.

# Schedule 1

## Entry criteria

1. A doctor appointed to this grade:

- shall have full registration and a Licence to Practice with the General Medical Council; and
- shall have completed at least four years' full-time postgraduate training (or its equivalent gained on a part-time or flexible basis) at least two of which will be in a specialty training programme in a relevant specialty or as a fixed term specialty trainee in a relevant specialty; or
- shall have equivalent experience and competencies.

2. A dentist appointed to this grade:

- shall be registered and a Licence to Practice with the General Dental Council; and
- shall have completed four years' full-time postgraduate training (or its equivalent gained on a part-time or flexible basis) since first obtaining registration, including adequate experience in the relevant specialty; or
- shall have equivalent experience and competencies.

# Schedule 2

## Commencement of employment and other dates

1. The following dates must be stated in clause 2 of the doctor's contract of employment:
  - The date from which employment under this contract began (the start date for this contract and Terms and Conditions of Service).
  - The date of the start of the current period of continuous employment with the employer for the purposes of the Employment Rights Act 1996 including, if applicable, employment with predecessor organisations that had previously held the contract from whom the current contract was transferred to the current employer under TUPE or equivalent arrangements. Previous employment with other NHS employing organisations does not count as continuous service for the purposes of the Employment Rights Act 1996 except as provided for under the National Health Service and Community Care Act 1990 or any other statute.
  - The date of the start of the current period of continuous employment with the NHS.

# Schedule 3

## Associated duties and responsibilities

1. Whilst on duty a doctor has clinical and professional responsibility for their patients or, for doctors in public health medicine, for a local population. It is also the duty of a doctor to:
  - keep patients (and/or their carers if appropriate) informed about their condition;
  - involve patients (and/or their carers if appropriate) in decision making about their treatment;
  - maintain professional standards and obligations as set out from time to time by the General Medical Council (GMC) and comply in particular with the GMC's guidance on 'Good Medical Practice' as amended or substituted from time to time (Doctors only);
  - maintain professional standards and obligations as set out from time to time by the General Dental Council (GDC) (Dentists only).
  
2. A doctor is responsible for carrying out any work related to and reasonably incidental to the duties set out in their Job Plan such as:
  - the keeping of records and the provision of reports;
  - the proper delegation of tasks;
  - maintaining skills and knowledge.
  
3. Doctors will be expected to be flexible and to cooperate with reasonable requests to cover for their colleagues' absences where they are safe and competent and where it is practicable to do so. Under most circumstances, cover for the unexpected absence of colleagues where they are part of the same rota should be for no longer than 72 hours from the time the cover begins, unless mutually agreed, after which suitable locum cover should be found or clinical activities rescheduled. Doctors and employers should not engage in internal cover that breaches working hours and rest breaks and periods set out in the Working Time Regulations or these Terms and Conditions of Service. Where doctors undertake duties in accordance with this paragraph and such duties take place outside of their contracted hours they will receive either an equivalent off duty period or remuneration. Where this adversely impacts on the Job Plan and/or opportunities for individual doctors, a temporary variation to the Job Plan will be agreed for the period of cover. Where covering a colleague's absence is not practicable, the employing organisation (and not the doctor) shall be responsible for the engagement of suitable alternative cover, but the doctor shall have the responsibility of bringing the need to the employer's notice.

# Schedule 4

## Job Planning

### General Principles

1. Job planning will be based on a partnership approach. The employer will be responsible for ensuring that a draft Job Plan is prepared either by the clinical manager or by the doctor.<sup>1</sup> The draft Job Plan will then be discussed and a final Job Plan agreed with the doctor. Job Plans are prospective for the coming year and will list all the NHS duties of the doctor, the number of Programmed Activities for which the doctor is contracted and paid, the doctor's objectives and agreed supporting resources. The Job Plan will also include a schedule of the doctor's activities.
2. The doctor shall not undertake regular additional programmed activities outside of an agreed job plan without requesting an interim review of the Job Plan currently being worked (unless otherwise agreed).
3. Job Plans should support flexible working and take account of equality and diversity, to ensure that an individual doctor and specific groups are not adversely affected.

### Job content

4. The Job Plan sets out the doctors' duties, responsibilities and objectives for the coming year. The Job Plan will include any duties for other NHS employers. A standard full-time Job Plan will contain 10 Programmed Activities. Subject to the provisions in Schedule 8 for recognising work done in Out of Hours, a Programmed Activity will have a timetable value of four hours. Programmed Activities will be programmed as blocks of four hours or in half units of two hours each.
5. The duties and responsibilities set out in a Job Plan will include, as appropriate:
  - Direct Clinical Care duties including any on-call work;
  - Supporting Professional Activities (a minimum of one PA, designated for Job Planning and meeting requirements for appraisal and revalidation)<sup>2</sup>;
  - Any additional NHS Responsibilities;
  - Any agreed External Duties;
  - Any Additional Programmed Activities
  - Travelling time as defined in Schedule 11, paragraphs 14-15.

---

<sup>1</sup> For all new posts it is expected that the employer will prepare the initial job plan.

<sup>2</sup> See Schedule 13

## Job Schedule

6. The Job Plan will include a schedule of Programmed Activities setting out how, when and where the doctor's duties and responsibilities will be delivered. It is expected that all the Programmed Activities will normally take place at a doctor's principal place of work but there will be flexibility to agree off site working where appropriate. The clinical manager will draw up the final schedule after full discussion with the doctor, taking into account the doctor's views on resources and priorities and making every effort to reach agreement.
7. The employer will be responsible for ensuring that a doctor has the facilities, training development and support needed to deliver the commitments in the agreed Job Plan and will make all reasonable endeavours to ensure that this support conforms with the standards set out in 'Improving Working Lives'.
8. Where a doctor is required to participate in an on-call rota, the Job Plan will set out the frequency of the rota.
9. Subject to agreement via the job planning process, doctors may be expected to take part in non-emergency work after 9pm and before 7am during weekdays or at weekends, or on public or statutory holidays.

## Working hours

10. For Specialty Doctors working a full shift rota, unless otherwise mutually agreed, the following will apply:
  - a maximum of four consecutive nights, where at least three hours each night fall between 11pm and 6am;
  - a maximum of four consecutive long day shifts;
  - a minimum period of 46 hours before and after transition between day and night shifts.
11. The majority (i.e. no less than 60 per cent) of work should normally take place in standard working hours being 7am to 9pm Monday to Friday, rather than in Out of Hours (OOH) which is 9:01pm to 6:59am Monday to Friday and all day Saturday and Sunday, unless otherwise mutually agreed. Where existing job plans contain in excess of 40 per cent of work in OOH, the employer and doctor will work towards decreasing the percentage each year until a limit of 40 per cent is reached, unless otherwise mutually agreed.
12. Elective Work (defined as patient care planned and timed to suit patients and the service and booked in advance whatever the clinical setting, such as outpatient clinics and pre-booked non-emergency surgery) should not normally be scheduled to finish later than 9pm, unless mutually agreed.
13. When a doctor is scheduled to work after a busy night on-call, it should be for the doctor to declare, with no detriment, that they are too tired to work. A doctor should notify that they are too tired to work as soon it is practicable to do so. Any displaced time/activity should be rescheduled to take place at another time in a doctor's agreed Job Plan, or, where possible, covered by colleagues, or, if necessary, cancelled. Such circumstances will not affect a doctor's earnings.

## **Weekend working**

14. A doctor's Job Plan will not require work for more than 13 weekends, in whole or in part, (defined for this purpose only as any period between 00.01 Saturday and 23.59 Sunday where work is undertaken during an on call or shift), per year, averaged over two years, unless mutually agreed. This will be the case except where existing rotas of a greater frequency already exist. Where higher frequency rotas already exist, they will be subject to annual review; unless mutually agreed, the shared intention would be for this frequency to be reduced to 13 weekends as a maximum by a date in the future to be agreed between the doctor and employer.

## **Opting out of Working Time Regulations**

15. A doctor may voluntarily choose to opt out of the Working Time Regulations 1998 (WTR) as amended and replaced from time to time average weekly limit of 48 hours, subject to prior agreement in writing with the employer. A decision to exercise this option is individual, voluntary and no pressure may be placed on the doctor to take this option.
16. Under these terms and conditions, where a doctor has opted out of the WTR average weekly working hours, overall hours are restricted to a maximum average of 56 hours per week, across all or any organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR.
17. Under these terms and conditions, a doctor opting out of the WTR weekly hours limit is still bound by all of the other limits set out in the WTR and in these terms and conditions.
18. A doctor's agreement to opt out may apply either to a specified period or indefinitely. To end any such agreement, a doctor must give written notice to the employer. The notice period shall be seven days, or a period up to a maximum of three months specified in the agreement, whichever is the longer.
19. Records of such agreements must be kept and be made available to relevant recognised unions and appropriate regulators on request.

## **Managerial responsibilities**

20. The Job Plan will set out any management responsibilities.

## **Accountability arrangements**

21. The Job Plan will set out the doctor's accountability arrangements, both professional and managerial.

## Objectives

22. The Job Plan will include appropriate and identified personal objectives that have been agreed between the doctor and their clinical manager and will set out the relationship between these personal objectives and local service objectives. Where a doctor works for more than one NHS employer, the lead employer will take account of any objectives agreed with other employers.
23. The nature of a doctor's personal objectives will depend in part on their specialty, but they may include objectives relating to:
  - quality
  - activity and efficiency
  - clinical outcomes
  - clinical standards
  - local service objectives
  - management of resources, including efficient use of NHS resources
  - service development
  - multi-disciplinary team working
  - continuing professional development and continuing medical education.
24. Objectives may refer to protocols, policies, procedures and work patterns to be followed. Where objectives are set in terms of output and outcome measures, these must be reasonable and agreement should be reached.
25. The objectives will set out a mutual understanding of what the doctor will be seeking to achieve over the annual period that they cover and how this will contribute to the objectives of the employing organisation. They will:
  - be based on past experience and on reasonable expectations of what might be achievable over the next period;
  - reflect different, developing phases in the doctor's career;
  - be agreed on the understanding that delivery of objectives may be affected by changes in circumstances or factors outside the doctor's control, which will be considered at the Job Plan review.

## Supporting resources

26. The doctor and their clinical manager will use Job Plan reviews to identify the resources that are likely to be needed to help the doctor carry out their Job Plan commitments over the following year and achieve their agreed objectives for that year. This may require a reassessment of the balance between Supporting Professional Activities and Direct Clinical Care duties as described in Schedule 13.
27. The doctor and their clinical manager will also use Job Plan reviews to identify any potential organisational or systems barriers that may affect the doctor's ability to carry out the Job Plan commitments or to achieve agreed objectives.
28. The Job Plan will set out:

- agreed supporting resources which include necessary facilities such as administrative, clerical or secretarial support, office accommodation, IT resources and other forms of support;
- any action that the doctor and/or employing organisation agree to take to reduce or remove potential organisational or systems barriers.

## **Additional Programmed Activities**

29. Where a doctor wishes to take on Additional Programmed Activities, they will first consult with their clinical manager or other designated official.
30. The employing organisation may, but is not obliged to, offer the doctor the opportunity to carry out Additional Programmed Activities under these terms and conditions (including the remuneration arrangements contained in Schedule 12) on top of the standard commitment set out in their contract of employment;
31. Additional Programmed Activities may be offered on a fixed basis, but where possible the employing organisation will offer them on a mutually agreed annualised basis. Where doctors prospectively agree to Additional Programmed Activities these will be remunerated;
32. Where possible, the employing organisation will put any such offer to the doctor at the annual Job Plan review but, unless the employing organisation and doctor agree otherwise, no fewer than three months in advance of the start of the proposed Additional Programmed Activities, or six months in advance where the work would mean the doctor has to reschedule external commitments;
33. There will be a minimum notice period of three months for either the doctor or employer to terminate these Additional Programmed Activities.
34. The provisions in this Schedule are without prejudice to the possibility that the doctor and employing organisation may wish to agree Additional Programmed Activities up to the maximum level consistent with the Working Time Regulations.

## **Job plan review**

35. The Job Plan will be reviewed annually. The annual review will examine all aspects of the Job Plan and should be used to consider amongst other possible issues:
  - what factors affected the achievement or otherwise of objectives;
  - adequacy of resources to meet objectives;
  - any possible changes to duties or responsibilities, or the schedule of Programmed Activities;
  - ways of improving management of workload;
  - the planning and management of the doctor's career.
36. The annual review will be informed by the same information systems that serve the appraisal process and by the outcome of the appraisal discussions.
37. The annual Job Plan review may result in a revised prospective Job Plan.

38. In the case of doctors with more than one NHS employer, a lead employer will normally be designated to conduct the Job Plan review on behalf of all the doctor's employers. The lead employer will take full account of the views of other employers (including for the purposes of Schedule 6) and inform them of the outcome.
39. Following the annual Job Plan review, the clinical manager will document the outcome, copied to the doctor, setting out for the purpose of decisions on pay progression whether the criteria in Schedule 13 have been met.
40. If either party believes that duties, responsibilities, accountability arrangements or objectives have changed or need to change significantly within the year, the doctor and clinical manager shall conduct an interim review of the Job Plan. In particular, in respect of the agreed objectives in the Job Plan, both the doctor and clinical manager will:
  - keep progress against those objectives under review; and
  - identify to each other any problems in meeting those objectives as they emerge.
40. Either the doctor or the clinical manager may propose an interim Job Plan review if it appears that the objectives may not be achieved for reasons outside the doctor's control.

## **Resolving disagreements over job plans**

41. The doctor and clinical manager will make every effort to agree any appropriate changes to the Job Plan at the annual or interim review. If it is not possible to reach agreement on the Job Plan, the doctor may refer the Job Plan to mediation and, if necessary, appeal as set out in Schedule 5. Prior to reaching a resolution the provisions of Schedule 5 shall be effective.

# Schedule 5

## Mediation and appeals

1. Where it has not been possible to agree a Job Plan (including Job Plan reviews and interim reviews) or a doctor disputes a decision that they have not met the required criteria for a pay progression in respect of a given year, a mediation procedure and an appeal procedure are available.
2. Where a doctor is employed by more than one NHS organisation, mediation and appeals will be undertaken by the organisation where the issue arises.

### Mediation

3. The doctor may refer the matter to the Medical Director, or to a designated other person (subject to local arrangements). The purpose of the referral will be to reach agreement if at all possible. The process will be that:
  - the doctor makes the referral in writing within 10 working days of the disagreement arising;
  - the doctor will set out the nature of the disagreement and their position or view on the matter including any supporting evidence; This should be provided in writing and normally within 15 working days of the referral being submitted;
  - the process should be open and transparent, and any submissions should be shared no less than five working days in advance of the mediation meeting with all involved parties;
  - the clinical manager responsible for the Job Plan review, or (as the case may be) for making the recommendation as to whether the criteria for pay progression have been met, will set out the employing organisation's position or view on the matter. This should be provided in writing and normally within 15 working days of the referral being received;
  - the Medical Director or designated other person will convene a meeting, normally within 20 working days of receipt of the referral, with the doctor and the responsible clinical manager to discuss the disagreement and to hear their views;
  - if agreement is not reached at this meeting, then within 10 working days the Medical Director or designated other person will decide the matter and shall notify the doctor and the responsible clinical manager of that decision or recommendation in writing;

- if the doctor is not satisfied with the outcome, they may lodge a formal appeal in accordance with paragraph 5 below.

## **Formal appeal**

4. A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process. A formal appeal will be heard by a panel under the procedure set out below.
5. An appeal shall be lodged by the doctor in writing to the Chief Executive as soon as possible and in any event within 10 working days of receipt by the doctor of the decision.
6. The appeal should set out the points in dispute and the reasons for the appeal. The Chief Executive will, on receipt of a written appeal, convene an appeal panel to meet within six calendar weeks of receipt of the appeal.
7. The membership of the panel will be:
  - a chair, being a Non-executive Director/Independent Member, or other independent member (for example, a governor);
  - a second panel member nominated by the appellant doctor, preferably from within the same grade at an equivalent or more senior level; and
  - an Executive Director or a nominated deputy from the appellant's employing organisation.

No member of the panel should have previously been involved in the dispute.

8. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party no less than 5 working days before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. Following the provision of the written statements neither party shall introduce new (previously undisclosed) written information to the panel. A representative from the employing organisation will present its case first.
9. The doctor may present their own case in person, or be assisted by a work colleague or trade union or professional organisation representative, but legal representatives acting in a professional capacity are not permitted.
10. Where the doctor, the employer or the panel requires it, the appeals panel may hear expert advice on matters specific to a specialty or to the subject of the appeal.
11. It is expected that the appeal hearing will last no more than one day.
12. The decision of the panel will be binding on both the doctor and the employing organisation. The decision shall be recorded in writing and provided to both parties no later than 15 working days from the date of the appeal hearing.
13. The decision of the panel will be implemented in full as soon as is practicable

and normally within 20 working days.

14. No disputed element of the Job Plan will be implemented unless and until it is confirmed by the outcome of the appeals process and where appropriate a revised Job Plan is issued.
15. Where a decision has been made that alters the Job Plan and therefore the salary of the appellant doctor, the following will apply:
  - A decision which increases the salary or pay which the appellant doctor will receive will have effect from the date on which the doctor first referred the matter to mediation
  - A decision which reduces salary or pay will have effect from a date after the revised job plan is offered to the doctor following the decision of the panel at either the mediation meeting or the appeals hearing (subject to any local period of notice).

# Schedule 6

## Recognition for Unpredictable Emergency Work arising from on-call duties

1. The expected average amount of time that a doctor is likely to spend on unpredictable emergency work each week whilst on-call and directly associated with on-call duties will be treated as counting towards the number of Direct Clinical Care Programmed Activities that the doctor is regarded as undertaking. This will normally be up to a maximum of two Programmed Activities per week.
2. Where the unpredictable emergency work arising from a doctor's on-call duties exceeds the equivalent of two Programmed Activities per week the clinical manager and the doctor will review the position. The employing organisation shall ensure additional arrangements to recognise work in excess of this limit, either by remuneration or time off, are in place. The doctor and the clinical manager should also consider whether some of the work is sufficiently regular and predictable to be programmed into the Working Week on a prospective basis. If no arrangements are made the default position is to trigger a Job Plan review.
3. The employing organisation will assess with the doctor on a prospective basis, the number of Programmed Activities that are to be regarded for these purposes, as representing the average weekly volume of unpredictable emergency work arising from a doctors on-call duties during a period of between one and eight weeks. This will be based on a periodic assessment of the average weekly amount of work over a prior reference period. The doctor will be the key player in the assessment by maintaining records of their activities. The clinical manager will agree the reference period with the doctor.
4. Tables 1 and 2 below set out illustrations of the relationship between the average weekly emergency work arising from on-call duties and the number of Programmed Activities that this work is regarded as representing. The general principle is that an average of four hours of such work per week, or – subject to the provisions in Schedule 8, an average of three hours of such work per week during Out of Hours – constitutes for these purposes one Programmed Activity.

Table 1

Possible allocation of Programmed Activities where emergency work does not arise during Out of Hours

<b>Average emergency work per week likely to arise from on-call duties</b>	<b>Possible allocation of Programmed Activities (PAs)</b>
½ hour	1 PA every 8 weeks, or a half-PA every 4 weeks
1 hour	1 PA every 4 weeks, or a half-PA every 2 weeks
1½ hours	3 PAs every 8 weeks
2 hours	1 PA every 2 weeks, or a half-PA every week
3 hours	3 PAs every 4 weeks
4 hours	1 PA per week
6 hours	1 ½ PAs per week, or 3 PAs every 2 weeks
8 hours	2 PAs per week

Table 2

Possible allocation of Programmed Activities where emergency work arises during Out of Hours

<b>Average emergency work per week likely to arise Out of Hours from on-call duties</b>	<b>Possible allocation of Programmed Activities (PAs)</b>
½ hour	1 PA every 6 weeks, or a half-PA every 3 weeks
1 hour	1 PA every 3 weeks
1½ hours	1 PA every 2 weeks, or a half-PA per week
2 hours	2 PAs every 3 weeks
3 hours	1 PA per week
4 hours	3 PAs every two weeks
6 hours	2 PAs per week

5. Where on-call work averages less than 30 minutes per week, compensatory time will be deducted from normal Programmed Activities on an ad hoc basis.
6. Where a doctors on-call duties give rise to a different amount of time spent on unpredictable emergency work than assumed in this prospective assessment a job plan review will be triggered in which the clinical manager and the doctor will review the position and, where appropriate, agree adjustments to the Job Plan on a prospective basis from an agreed date. Additional Unpredictable Emergency Work undertaken during the period prior to reaching a revised Job Plan shall be remunerated. Where the review results in a reduction in the number of Programmed Activities, the new arrangements will take immediate effect without any period of protection. A full-time doctor has the right to maintain a full-time salary. Where such a reduction would otherwise result in a Working Week of fewer than ten programmed activities, the doctor has the option of accepting other appropriate duties consistent with the doctor’s skills and experience to maintain a full-time salary. Similar protection applies to part-time doctors.

# Schedule 7

## Spare Professional Capacity

### Principles

1. Where a doctor intends to undertake remunerated clinical work as a locum, the doctor is strongly encouraged to offer such additional hours of work to the service of the NHS via an NHS staff bank of their choosing. Rates of pay will be determined by NHS staff banks.
2. Offer of such service is limited to work commensurate with the grade and competencies of the doctor rather than work at a lower grade than the doctor is currently employed to undertake. Additional work, such as; event and expedition medicine, work for medical charities, non-profits, humanitarian and similar organisations, or sports and exercise medicine do not fall under the scope of additional work as a locum.

### Limits on hours

3. A doctor can carry out additional activity over and above the standard commitment set out in the doctor's Job Plan up to a maximum average of 48 hours per week (or up to 56 hours per week if the doctor has opted out of the WTR). The doctor is required to ensure that any additional hours of work do not breach any of the safety and rest requirements set out in WTR or in any part of this TCS.

### Additional Programmed Activities

4. Additional Programmed Activities do not form part of this schedule and should be agreed as part of the Job Plan (see Schedule 4).

### Private practice

5. Where a doctor intends to undertake remunerated clinical work that falls under the definition of Private Professional Services other than such work specified in their Job Plan, whether for the NHS, for the independent sector, or for another party, the provisions in paragraphs 6 and 7 of this Schedule will apply.
6. Where a doctor intends to undertake such work:
  - the doctor will first consult with their clinical manager and follow any local policies or procedures for declaring such work;
  - the doctor must first initially offer such additional hours of work to the service of the NHS via an NHS staff bank of their choosing, up to the value of one PA on top of the standard commitment set out in their contract of employment.

Full-time doctors who are contracted to work 11 or more Programmed Activities and agree with their clinical manager that the same level of activity should form part of their Job Plan, will not be expected to offer any additional work on top of this;

- subject to the provisions of paragraph 7 part-time doctors who wish to use some of their non-NHS time to do private practice will not be expected to offer any more than one PA on top of their normal Working Week.
7. Should there be any significant increase in the time a part-time doctor working between seven and nine Programmed Activities devotes to Private Professional Services, the doctor will notify the employing organisation and the doctor and employing organisation may review the number of Programmed Activities in the doctor's Job Plan.

# Schedule 8

## Out of Hours Work

1. The following provisions will apply to recognise the unsocial nature of work undertaken Out of Hours and the flexibility required of doctors who work at these times as part of a more varied overall working pattern.

### Predictable Out of Hours Work

2. For each Programmed Activity (including Additional Programmed Activities) undertaken during Out of Hours there will, by mutual agreement, be:
  - a) a reduction in the timetabled value of the Programmed Activity itself to three hours; or
  - b) a reduction in the timetabled value of another Programmed Activity by one hour.
3. If a Programmed Activity undertaken Out of Hours lasts for four hours or more an enhanced rate of pay of time and a third may be agreed.
4. Where a Programmed Activity falls only partly Out of Hours, the reduction in the timetabled value of this or another Programmed Activity will be on a pro rata basis, if an enhancement to payment is made this will be applied to the proportion of the Programmed Activity falling Out of Hours.

### Unpredictable Emergency Work Arising from on-call duties

5. In assessing the number of Programmed Activities needed to recognise unpredictable emergency work arising from on-call duties which shall be calculated and paid in accordance with the provisions in Schedule 6, the employing organisation will treat unpredictable emergency work done in Out of Hours as three hours being equivalent to one Programmed Activity or four hours being remunerated at the rate of time and a third. The provisions of paragraph 3 may also apply.

# Schedule 9

## On-call rotas

### Duty to be contactable

1. Doctors must ensure there are clear and effective arrangements so that they can be contacted immediately at any time during a period when the doctor is on-call on a resident or non-resident basis.
2. Where a doctor is required to attend a clinical emergency when on-call, suitable arrangements must be made so the doctor is able to attend their principal place of work, or other agreed location, ensuring an appropriate response time to meet clinical and patient needs specific to their role. Appropriate arrangements regarding this point are to be agreed between the employer and the doctor and detailed in the Job Plan to allow for annual review.

### High frequency rotas

3. Where a doctor is on a rota of 1 in 4 or more frequent, the employing organisation will review at least annually the reasons for this rota and for its high frequency and take any practicable steps to reduce the need for high frequency rotas of this kind. The views of doctors will be taken into account.

### Private Professional Services and Fee Paying Services

4. Subject to the following provision, the doctor will not undertake Private Professional Services or Fee Paying Services when on on-call duty. The exception to this rule is where the doctor has to provide emergency treatment or essential continuing treatment for a private patient. If the doctor finds that such work regularly impacts on their NHS commitments, the doctor will make alternative arrangements to provide emergency cover for private patients.

# Schedule 10

## Private Practice and Fee Paying Services

This Schedule should be read in conjunction with the 'Code of Conduct for Private Practice', which sets out standards of best practice governing the relationship between NHS work, private practice and fee paying services.

1. The doctor is responsible for ensuring that the provision of Private Professional Services or Fee Paying Services for other organisations does not:
  - result in detriment of NHS patients or services;
  - diminish the public resources that are available for the NHS.

## Disclosure of information about private commitments

2. The doctor will inform their clinical manager of any regular commitments in respect of Private Professional Services or Fee Paying Services. This information will include the planned location, timing and broad type of work involved.
3. The doctor will disclose this information at least annually as part of the Job Plan Review. The doctor will provide information in advance about any significant changes to this information.

## Scheduling of work and job planning

4. Where there would otherwise be a conflict or potential conflict of interest, NHS commitments must take precedence over private work. Subject to paragraphs 10 and 11 below, the doctor is responsible for ensuring that private commitments do not conflict with Programmed Activities.
5. Regular private commitments must be noted in the Job Plan.
6. Circumstances may also arise in which a doctor needs to provide emergency treatment for private patients during time when the doctor is scheduled to be undertaking Programmed Activities. The doctor will make alternative arrangements to provide cover if emergency work of this kind regularly impacts on the delivery of Programmed Activities.
7. The doctor should ensure that there are arrangements in place, such that there can be no significant risk of private commitments disrupting NHS commitments, e.g. by causing NHS activities to begin late or to be cancelled. In particular where a doctor is providing private services that are likely to result in the occurrence of emergency

work, the doctor should ensure that there is sufficient time before the scheduled start of Programmed Activities for such emergency work to be carried out.

8. Where the employing organisation has proposed a change to the scheduling of a doctor's NHS work, it will allow the doctor a reasonable period in line with Schedule 7, to rearrange any private commitments. The employing organisation will take into account any binding commitments that the doctor may have entered into (for example, leases). Should a doctor wish to reschedule private commitments to a time that would conflict with Programmed Activities, the doctor should raise the matter with the clinical manager at the earliest opportunity.

### **Scheduling private commitments whilst on-call**

9. The doctor will comply with the provisions in Schedule 9 of these Terms and Conditions of Service.
10. In addition, where a doctor is asked to provide emergency cover for a colleague at short notice and the doctor has previously arranged private commitments at the same time, the doctor should only agree to do so if those commitments would not prevent the doctor returning to the relevant NHS site at short notice to attend an emergency. If the doctor is unable to provide cover at short notice it will be the employing organisation's responsibility to make alternative arrangements.

### **Use of NHS facilities and staff**

11. Except with the employing organisation's prior agreement, a doctor may not use NHS facilities or NHS staff for the provision of Private Professional Services or Fee Paying Services for other organisations.
12. The employing organisation has discretion to allow the use of its facilities and will make it clear which facilities, if any, a doctor is permitted to use for private purposes and to what extent.
13. Should a doctor, with the employing organisation's permission, undertake Private Professional Services or Fee Paying Services in any of the employing organisation's facilities, the doctor should observe the relevant provisions in the 'Code of Conduct for Private Practice'.
14. Where a patient pays privately for a procedure that takes place in the employing organisation's facilities, that procedure should take place at a time that does not impact on normal services for NHS patients. Except in emergencies, such procedures should occur only where the patient has given a signed undertaking to pay any charges (or an undertaking has been given on the patient's behalf) in accordance with the employing organisation's procedures.

15. Private patients should normally be seen separately from scheduled NHS patients. Only in unforeseen and clinically justified circumstances should a doctor cancel or delay a NHS patient's treatment to make way for their private patient.
16. Where the employing organisation agrees that NHS staff may assist a doctor in providing Private Professional Services, or provide private services on the doctor's behalf, it is the doctor's responsibility to ensure that these staff are aware that the patient has private status.
17. The doctor has an obligation to ensure, in accordance with the employing organisation's procedures, that any patient whom the doctor admits to the employing organisation's facilities is identified as private and that the responsible manager is aware of that patient's status.
18. The doctor will comply with the employing organisation's policies and procedures for private practice.

### **Patient enquiries about private treatment**

19. Where, in the course of their duties, a doctor is approached by a patient and asked about the provision of Private Professional Services, the doctor may provide only such standard advice as has been agreed with the employing organisation for such circumstances.
20. The doctor will not during the course of their Programmed Activities make arrangements to provide Private Professional Services, nor ask any other member of staff to make such arrangements on their behalf, unless the patient is to be treated as a private patient of the employing organisation.
21. In the course of their Programmed Activities, a doctor should not initiate discussions about providing Private Professional Services for NHS patients, nor should the doctor ask other staff to initiate such discussions on their behalf.
22. Where a NHS patient seeks information about the availability, or waiting times, for NHS services and/or Private Professional Services, the doctor is responsible for ensuring that any information the doctor provides, or arranges for other staff to provide on their behalf is accurate and up-to-date.

### **Promoting improved patient access to NHS care**

23. Subject to clinical considerations, the doctor is expected to contribute as fully as possible to reducing waiting times and improving access and choice for NHS patients. This should include ensuring that patients are given the opportunity to be treated by other NHS colleagues or by other providers where this will reduce their waiting time and facilitating the transfer of such patients.

## Increasing NHS Capacity

24. The doctor will make all reasonable efforts to support initiatives to increase NHS capacity, including appointment of additional medical staff and changes to ways of working.

## Fee Paying Services

25. Fee Paying Services are services that are not part of Contractual or Consequential Services and not reasonably incidental to them. Fee Paying Services include:
  - a. work on a person referred by a Medical Adviser of the Department for Work and Pensions, or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by an Agency of the Department for Work and Pensions;
  - b. work for the Criminal Injuries Compensation Authority, when a special examination is required or an appreciable amount of work is involved in making extracts from case notes;
  - c. work required by a patient or interested third party to serve the interests of the person, their employer or other third party, in such non-clinical contexts as insurance, pension arrangements, foreign travel, emigration, or sport and recreation. (This includes the issue of certificates confirming that inoculations necessary for foreign travel have been carried out, but excludes the inoculations themselves. It also excludes examinations in respect of the diagnosis and treatment of injuries or accidents);
  - d. work required for life insurance purposes;
  - e. work on prospective emigrants including X-ray examinations and blood tests;
  - f. work on persons in connection with legal actions other than reports which are incidental to the doctor's Contractual and Consequential Duties, or where the doctor is giving evidence on the doctor's own behalf or on the employing organisation's behalf in connection with a case in which the doctor is professionally concerned;
  - g. work for coroners, as well as attendance at coroners' courts as expert witnesses;
  - h. work requested by the courts on the medical condition of an offender or defendant and attendance at court hearings as expert witnesses, otherwise than in the circumstances referred to above;
  - i. work on a person referred by a medical examiner of HM Armed Forces Recruiting Organisation;
  - j. work in connection with the routine screening of workers to protect them or the public from specific health risks, whether such screening is a statutory obligation laid on the employing organisation by specific regulation or a voluntary undertaking by the employing organisation in pursuance of its general liability to protect the health of its workforce;
  - k. occupational health services provided under contract to other NHS, independent or public sector employers;
  - l. work on a person referred by a medical referee appointed under the Workmen's Compensation Act 1925 or under a scheme certified under section 31 of that Act;

- m. work on prospective students of universities or other institutions of further education, provided that they are not covered by Contractual and Consequential Services. Such examinations may include chest radiographs;
  - n. examinations and recommendations under Part II of the Mental Health Act 1983 or Mental Capacity Act 2005 (specifically Deprivation of Liberty Safeguards assessments), where it follows examination as an in-patient, at an out-patient clinic or where given as a result of a domiciliary consultation:
    - if given by a doctor who is not on the staff of the relevant employer where the patient is examined; or
    - if given by a doctor on the staff of the relevant employer where the patient is examined but is conducted outside of their standard contracted hours, or is subject to agreed time-shifting arrangements; or
    - if the recommendation is given as a result of a special examination carried out at the request of a local authority officer; or
    - if the patient examined was not under the direct care of the doctor at the time of the examination;
  - o. services performed by members of hospital medical staff for government departments as members of medical boards;
  - p. work undertaken on behalf of the Employment Medical Advisory Service in connection with research/survey work, i.e. the medical examination of employees intended primarily to increase the understanding of the cause, other than to protect the health of people immediately at risk (except where such work falls within Contractual and Consequential Services);
  - q. completion of cremation form 4 and, where it is not completed by a Medical Examiner, cremation form 5;
  - r. examinations and reports including visits to prison required by the Prison Service which do not fall within the doctor's Contractual and Consequential Services and which are not covered by separate contractual arrangements with the Prison Service;
  - s. examination of blind or partially-sighted persons for the completion of form CVI, except where the information is required for social security purposes, or an Agency of the Department for Work and Pensions, or the Employment Service, or the patient's employer, unless a special examination is required, or the information is not readily available from knowledge of the case, or an appreciable amount of work is required to extract medically correct information from case notes
26. Fee Paying Services may also include work undertaken by public health doctors, including services to a local or public authority of a kind not provided by the NHS, such as:
- a. work as a medical referee (or deputy) to a cremation authority and signing confirmatory medical (cremation) certificates;
  - b. medical examination in relation to staff health schemes of local authorities and fire and police authorities;
  - c. lectures to those other than NHS staff;
  - d. medical advice in a specialised field of communicable disease control;
  - e. work for water authorities, including medical examinations in relation to staff health schemes;
  - f. attendance as a witness in court;

- g. medical examinations and reports for commercial purposes, e.g. certificates of hygiene on goods to be exported or reports for insurance companies;
- h. advice to organisations on matters on which the doctor is acknowledged to be an expert;
- i. examinations and recommendations under Part II of the Mental Health Act 1983 [or the Mental Capacity Act 2005].

## Principles governing receipt of additional fees

27. In the case of the following services, the doctor will not be paid an additional fee, or - if paid a fee - the doctor must remit the fee to the employing organisation:

- any work in relation to the doctor's Contractual and Consequential Services;
- duties which are included in the doctor's Job Plan, including any Additional Programmed Activities which have been agreed with the employing organisation;
- Fee Paying Services for other organisations carried out during the doctor's Programmed Activities, unless the work involves minimal disruption and the employing organisation agrees that the work can be done in NHS time without the employer collecting the fee;
- domiciliary consultations carried out during the doctor's Programmed Activities;
- lectures and teaching during the course of the doctor's clinical duties;
- lectures and teaching that are not part of the doctor's clinical duties, but are undertaken during the doctor's Programmed Activities.

This list is not exhaustive and as a general principle (save as set out in paragraph 2 below), work undertaken during Programmed Activities will not attract additional fees.

28. Services for which the doctor can retain any fee that is paid:

- Fee Paying Services carried out in the doctor's own time, or during annual or unpaid leave;
- Fee Paying Services carried out during the doctor's Programmed Activities that involve minimal disruption to NHS work and which the employing organisation agrees can be done in NHS time without the employer collecting the fee;
- domiciliary consultations undertaken in the doctor's own time, though it is expected that such consultations will normally be scheduled as part of Programmed Activities;<sup>3</sup>
- Private Professional Services undertaken in the employing organisation's facilities and with the employing organisation's agreement during the doctor's own time or during annual or unpaid leave;
- Private Professional Services undertaken in other facilities during the doctor's own time, or during annual or unpaid leave;

---

<sup>3</sup> And only for a visit to the patient's home at the request of a general practitioner and normally in their company to advise on the diagnosis or treatment of a patient who on medical grounds cannot attend hospital.

- lectures and teaching that are not part of the doctor's clinical duties and are undertaken in the doctor's own time or during annual or unpaid leave.

This list is not exhaustive but as a general principle the doctor is entitled to the fees for work done in their own time, or during annual or unpaid leave.

# Schedule 11

## Other conditions of employment

### Outside employment and financial interests

1. A doctor must declare:
  - any financial interest or relationship with an external organisation they may have which may conflict with the policies, business activity and decisions of the employing organisation; and/or
  - any financial or pecuniary advantage they may gain whether directly or indirectly as a result of a privileged position within the employing organisation.
2. It is the responsibility of the doctor to ensure they comply with their corporate responsibilities as set out in the organisation's standing financial instructions.

### Health assessment

3. Doctors are required to notify their clinical manager or other designated official as soon as possible of any illness, disease or condition, or impact on wellbeing which prevents them from undertaking the full or partial range of their duties.
4. Where a doctor is unable to perform the full or partial range of their duties as a consequence of illness, disease, condition, or impact on wellbeing, the doctor or employer may request the organisation's occupational health services to undertake an assessment in accordance with local procedures.

### Facilities

5. Where doctors are required to work in the evening or at night or over weekends, employers will provide an appropriate level of access to supporting facilities (rest areas, access to food and drink) as agreed locally as necessary for safe and effective provision of services.

### Research

6. All research must be managed in accordance with the requirements of the UK Policy Framework for Health and Social Care Research. Doctors must comply with all reporting requirements, systems and duties of action put in place by the employing organisation to deliver research governance. Doctors must also comply with the GMC guidance 'Good Practice in Research' as from time to time amended.

## Publications

7. A doctor shall be free, without prior consent of the employing organisation, to publish material and to deliver lectures or speak at an event, whether on matters arising out of their NHS employment or not. This freedom is subject to the requirements regarding information of a confidential nature set out in paragraphs 9-11 below, and the requirements regarding research set out in paragraph 6 above. Such communications, whether or not these activities take place in the doctor's own time, must be in good faith and without malice, and are subject to the employing organisation's protocols and practices (including those on social media usage and the press) and provided the doctor is able to comply with their Job Plan. The doctor must also follow guidance from the relevant regulatory bodies.
8. The doctor should be aware of the employing organisation's local policy regarding intellectual property. Where payment is received, the doctor should comply with the requirements of Schedule 10.

## Confidentiality

9. A doctor has an overriding professional obligation to maintain patient confidentiality as described by guidance from the regulatory bodies, and employer policies from time to time in force, subject to relevant legal exceptions.
10. A doctor must not disclose, without permission, any information of a confidential nature concerning other employees or contracted workers, except where there is an overriding public interest or legal obligation to do so.
11. A doctor must not disclose, without permission, any information of a confidential nature concerning the business of the employer or of contractors of the employer, save where there is an overriding public or patient safety interest or legal obligation to do so.

## Raising concerns

12. Should a doctor have cause for genuine concern about an issue (including one that would normally be subject to the requirements regarding information of a confidential nature set out in paragraph 9-11 above) the doctor has a professional obligation to raise that concern. A doctor should raise concerns, in accordance with local policy (for example through Freedom to Speak Up Guardians) and shall not be subject to any detriment for raising such concerns, including those regarding a third party.
13. If a doctor believes that a disclosure of any concern regarding malpractice, patient safety, the safety of doctors, other employees or contracted workers, financial impropriety or any other serious risk (including one that would normally be subject to paragraph 9-11 above) would be in the public interest, they have a right and a duty to speak out and be afforded statutory protection as required under the Public Interest Disclosure Act 1998 (PIDA) as amended from time to time. As far as practicable, local procedures for disclosure of information in the public interest should be followed.

## **Travelling time**

14. Where doctors are expected to spend time on more than one site during the course of a day, travelling time to and from their main base to other sites will be included as working time.
15. Travel to and from work for NHS emergencies, and 'excess travel' will count as working time. 'Excess travel' is defined as time spent travelling between home and a working site other than the doctor's main place of work, after deducting the time normally spent travelling between home and main place of work. Employers and doctors may need to agree arrangements for dealing with more complex working days. Travelling time between a doctor's main place of work and home or private practice premises will not be regarded as part of working time.

## **Intellectual property**

16. The doctor must comply with the employing organisation's policies and procedures for intellectual property. These will reflect the NHS as an innovative organisation: a framework and guidance on the management of intellectual property in the NHS, as amended from time to time.

## **Transfer of information**

17. On commencement of employment with an employing organisation, a doctor's personal data will be uploaded to the Electronic Staff Record (or other agreed systems) to allow the employing organisation to effectively manage the workforce leading to improved efficiency and improved patient safety.
18. Personal data will be transferred from one NHS organisation to another if your employment transfers. The employing organisations shall comply with the provisions of the Data Protection Act 2018 at all times and shall ensure that they have in place appropriate systems to protect the security of any information being transferred.

# Schedule 12

## Pay and other Allowances

1. Doctors shall be paid at the rates set out in Appendix 1.
2. The value of pay for part-time doctors will be pro rata to the levels in Appendix 1, based on the number of agreed weekly Programmed Activities in the doctor's Job Plan as a proportion of the 10 required Programmed Activities for full-time doctors.
3. Payment shall be made to a locum doctor at the rate set out in Appendix 1.

## Starting salaries, pay progression dates and counting of previous service

4. Except as provided for elsewhere in these Terms and Conditions of Service, doctors shall on their first appointment in this grade be paid at the minimum point of the scale. Their pay progression date shall be the date of commencing their first appointment in this grade.
5. Where doctors are appointed to a post in the specialty doctor grade having already given substantive service in one or more posts in that grade, the staff grade or equivalent, or a higher grade (measured in terms of the current maximum rate of full-time basic salary), all such service shall be counted in determining their starting salary.
6. Employers may set basic salary at a higher pay point to recognise non-NHS experience in the specialty at an equivalent level.
7. Where doctors have held a regular appointment in the specialty doctor grade, the staff grade or equivalent, or higher grade, all subsequent NHS employed locum service in the specialty doctor grade (or higher grade) shall count towards determining their starting salary as though it had been service in a substantive post.
8. All locum service in other cases of three or more continuous months' duration in the specialty doctor grade, the staff grade or equivalent, or a higher grade shall count towards determining the starting salary at the rate of one half on substantive appointment to that grade. Continuous locum service shall be taken to mean service as a locum in the employment of one or more NHS organisations uninterrupted by the tenure of a substantive appointment or by more than two weeks during which the doctor was not employed by the NHS.
9. Where the starting basic salary of a doctor appointed under these Terms and Conditions of Service from an appointment in a lower grade (measured in terms of

the current maximum rate of full-time basic salary) under a National Contract and Terms and Conditions of Service<sup>#</sup> is lower than their previous basic salary (exclusive of any pay for additional hours/ sessions, excellence awards or similar payments, on-call or other allowances, pay premia or any other supplementary payments paid or received) the following shall apply:

- the new appointment under these Terms and Conditions of Service shall be fixed at a pay point below their previous salary;
- the doctor will receive an additional supplement sufficient to increase the total salary for the new appointment so that it equals the higher level of basic salary previously paid;
- the doctor will remain on this fixed salary until their progression through the Speciality Doctor pay structure is such that the basic salary under the new appointment exceeds their previous basic salary;
- this additional supplement will not count as basic salary for the purposes of calculating additional programmed activities but will be treated as pensionable.

## Counting of service whilst on leave

10. Absence on leave with pay for annual leave, public holidays, sick leave, study leave, special leave and paid or unpaid maternity, paternity, parental or adoption leave shall be included for counting of service purposes.
11. Where a NHS organisation grants leave without pay to a doctor to accept a short term appointment of not more than three years in an overseas university or other position of similar standing this will also be included for counting of service purposes.

## Pay progression

12. Doctors may become eligible for pay progression at the intervals set out in Appendix 1 on their pay progression date. See Schedule 13.

## Secondment opportunities

13. Individuals who have been seconded to a training placement will return to their existing post at the end of the placement. Whilst on placement they will retain their Basic Salary and be paid for the hours worked during the secondment in accordance with their existing Terms and Conditions of Service including pay progression. The provisions outlined in Schedule 13, paragraphs 23 – 24 will apply.
14. Where individuals have taken an approved sabbatical for training purposes, agreed with the employer in line with their Personal Development Plan, the employer will have

---

<sup>#</sup> NHS Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service and Terms and Conditions of Service for NHS Doctors and Dentists in Training (England 2016)

the discretion to apply pay progression that may have been reached in their absence. The provisions outlined in Schedule 13, paragraphs 23 – 24 will apply.

## **Additional Programmed Activities**

15. The annual rate for an Additional Programmed Activity will be 10 per cent of Basic Salary. Where part-time doctors have contracted to undertake Additional Programmed Activities these will be paid at 10 per cent of full-time Basic Salary.

## **Out of Hours Work**

16. See Schedule 8.

## **On-Call Duties**

17. Doctors who are required to be on an on-call rota will be paid an on-call availability supplement. This shall be calculated as a percentage of full-time Basic Salary (excluding any Additional Programmed Activities, London Weighting allowance and any other fees, allowances or supplements). The availability supplement does not alter the amount of basic salary for any other purpose or calculation. The supplement payable will depend on the category and frequency of the on-call duties. The percentage rates are set out in Table 1 below.
18. The employing organisation will determine the category of the doctor's on-call duties for these purposes by making a prospective assessment of the typical nature of the response that the doctor is likely to have to undertake when called during an on-call period. This assessment will take into account the nature of the calls that the doctor typically receives whilst on-call. The two categories are:
  - Category A: this applies where the doctor is typically required to return immediately to site when called or has to undertake interventions with a similar level of complexity to those that would normally be carried out on site, such as telemedicine or complex telephone consultations;
  - Category B: this applies where the doctor can typically respond by giving telephone advice and/or by returning to work later.
19. Where there is a change to the doctor's contribution to the rota or the categorisation of the doctors on-call duties, the level of the availability supplement will be amended on a prospective basis. Where this results in a reduction in the level of availability supplement, there will be no protection arrangements in relation to previous entitlements. The doctor is entitled to challenge any changes to the assessment of on-call duties through the Job Planning process.

**Table 1**

**On-Call availability supplement**

Frequency	Value of availability supplement as a percentage of basic salary	
	Category A	Category B
more frequent than or equal to 1 in 4	8%	3%
less frequent than 1 in 4 or equal to 1 in 8	5%	2%
less frequent than 1 in 8	3%	1%

20. If a doctor participates in an on-call rota then the frequency of this will be set out in their Job Plan.

**London Weighting Allowance**

21. Doctors whose place of work (i.e. where his or her principal duties lie) is within the boundaries of the former health authorities designated by paragraph 5, or in one of the units designated by paragraph 10, of Section 56 of the General Council Conditions of Service shall be paid London Weighting at the rate specified from time to time in circulars advising national rates of pay.
22. Doctors whose place of work (i.e. where their principal duties lie) is within the boundaries of the former health authorities designated by paragraph 12 of Section 56 of the General Council Conditions of Service shall be paid London Weighting at the rate for the 'Fringe Zone' specified from time to time in circulars advising national rates of pay, unless the doctor is employed at a unit described in paragraph 21 above.
23. A reduced rate of London Weighting is payable to resident staff who receive free accommodation.
24. Part-time doctors shall receive the appropriate proportion of London Weighting.

# Schedule 13

## Introduction to pay progression

1. The grade is made up of five pay points. Doctors will be expected to spend a minimum of three years on each pay point and evidence the criteria set out in paragraph 4 below before moving to the next pay point. In order to move from MC75-09 to MC75-10, doctors will be required to pass through the higher threshold outlined in paragraph 8<sup>2</sup>.
2. Therefore, there are two forms of pay progression within the specialty doctor grade:
  - standard pay progression,
    - for which the doctor will have satisfied the criteria set out in paragraph 4 below; and
  - progression through the higher threshold,
    - for which the doctor will have satisfied the criteria set out in paragraph 8 below.
3. The principles for progression through the grade are that:
  - The process should be fair and clear, as straightforward as possible to implement and neither the process nor the gathering and demonstrating of evidence should be onerous;
  - The evidence required must be as objective as possible; and,
  - Doctors should be given feedback on a continuing basis therefore there should be no unexpected discussions at any review.

## Standard pay progression

4. Standard pay progression will require a doctor having:
  - participated satisfactorily in the job planning process on a yearly basis:
    - made every reasonable effort to meet the time and service commitments in their Job Plan and participated in the annual Job Plan review;
    - met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the doctor's control, made every reasonable effort to do so;
    - worked towards any changes identified in the last Job Plan review as being necessary to support achievement of joint objectives; and
  - participated satisfactorily in the medical appraisal process on a yearly basis in accordance with the GMC's requirements set out in 'Good Medical Practice' where the outcomes are in line with organisational standards and objectives;
  - demonstrated yearly completion of the employing organisation's mandatory training, or where this is not achieved for reasons beyond the doctor's control, made every reasonable effort to do so; and

- No formal capability process in place; and
  - No disciplinary sanction live on the doctor's record.
5. Capability process in paragraph 4 will be defined in the organisation's local policy and covers processes for dealing with lack of competence, including professional and clinical competence, and clear failure by an employee to achieve a satisfactory standard of work through lack of knowledge, ability or consistently poor performance. 'Process' means that there has been an outcome following an investigation which places the employee in a formal capability process (or as otherwise defined in local policy). Investigations, informal stages and processes for dealing with absence due to ill health are all excluded from this pay progression standard.
  6. 'Disciplinary sanction' in paragraph 4 refers to sanctions in relation to conduct only, and excludes warnings applied in relation to absence due to ill health. It refers to formal disciplinary sanctions such as formal warnings. It does not include investigations, informal warnings, counselling or other informal activities that may come within a disciplinary policy.
  7. If a disciplinary sanction in place at the time of the pay progression date and is subsequently repealed, for example as a result of a successful appeal, the pay progression will be backdated to the pay progression date if all other requirements have been met.

## **Pay progression through the higher threshold**

8. The criteria for passing through the higher threshold recognises the higher level of skills, experience and responsibility of those doctors working at that level. Doctors will pass through the higher threshold if they have met the criteria at a), b) and c) as set out below:
  - a) Standard pay progression criteria set out in paragraph 4 above;
  - b) Doctors should be able to demonstrate an increasing ability to take decisions and carry responsibility without direct supervision; and
  - c) Doctors should also provide evidence to demonstrate their contributions to a wider role, for example, meaningful participation in or contribution to relevant:
    - Management or leadership
    - Service development and modernisation
    - Teaching and training (of others)
    - Committee work
    - Representative work
    - Innovation
    - Audit
9. This list referred to in paragraph 8 c) is not exhaustive but is intended to give an indication of the types of evidence of contributing to a wider role that a doctor could provide.

10. In making a judgement about whether a doctor has met the requirements for the higher threshold, there will not be an expectation that the doctor will be able to provide evidence in all wider areas of contribution listed and an overall picture will be considered.
11. The aim should be that doctors will acquire the skills and experience to allow them to meet the criteria for passing through the higher threshold, with appropriate support and development through Job Plan review, appraisal, and Supporting Professional Activities.
12. As a doctor becomes more experienced and takes on a broader role, the employer will need to keep all elements of the Job Plan under review. Employers should ensure that doctors have the support needed to enable them to meet the requirements of the higher threshold and can progress in their career. The higher threshold requires evidence of demonstrating a contribution to a wider role which may require reassessment of the balance between Supporting Professional Activities and Direct Clinical Care duties and allocations.

## **Pay progression date**

13. The pay progression date is the anniversary of the date the doctor first commenced employment in the specialty doctor grade or, for those doctors who are appointed to these Terms and Conditions of Service from the existing national specialty doctor national contracts, their existing incremental date.
14. When changing roles within the same grade, whether at the same or a different employer, the pay progression date remains unchanged providing there is no break in continuous service.
15. The new pay structure describes the minimum length of service on a pay point required before staff are eligible to move to the next pay point.
16. Previous service with any NHS Employer counts in respect of reckonable service for pay progression eligibility.
17. Employers will have discretion to take into account service with employers outside the NHS, where it is judged to be relevant.

## **Process for pay progression (from 1 April 2023)**

18. The clinical director/medical director will have the overall responsibility of ensuring processes are in place to sign off pay progression. The submission process for pay progression is as follows:
  - Clinical managers will receive notification before a doctor's next pay progression date and initiate a meeting to review whether the requirements for progression

have been met. This meeting will draw on the most recent medical appraisal and job plan review and consider the progression criteria set out in paragraph 4 (and 8 if relevant). It is not necessary to schedule appraisals and job plan reviews to coincide with pay progression dates.

- A locally determined simple form, template or checklist should be used to support this process, which should be signed by the clinical manager and the doctor.
  - This will then be used as the basis for confirmation of movement to the next pay point.
19. Pay points will be closed on the payroll system. Once the pay progression review has been successfully completed it is the responsibility of the clinical manager to take the necessary action to open the pay point.
  20. Clinical managers must ensure that the pay progression submission process is completed in a timely fashion to ensure that pay progression can be implemented in time for the doctor's pay progression date.
  21. If the last appraisal or job plan review was not satisfactory but remedial actions have been successfully completed by the time of the pay progression review, the doctor will be able to progress without delay if they meet the other criteria.

## **Decisions to delay pay progression**

22. It is expected that the doctor will achieve the required standards at the point of their pay progression date. Doctors should not be penalised if any element of the progression criteria has not been met for reasons beyond their control. Therefore, if the doctor has been prevented by any action or inaction on the part of the employer from satisfying any element of the progression criteria, they will not be prevented from moving to the next pay point. Employers and doctors will be expected to identify problems affecting the likelihood of meeting objectives as they emerge, rather than wait until the Job Plan review, to allow time for possible solutions to be found.
23. In situations where criteria in paragraphs 4 or 8 have not been met, and there are no mitigating factors sufficient to justify this, it is expected that an individual's pay progression will be delayed for one year, subject to arrangements outlined in paragraphs 24-25 below.
24. The clinical manager must use the pay progression review meeting described in paragraph 18 to discuss the criteria that have not been met and review previous discussions about these, consider any mitigating factors, and record their decision.
25. The clinical manager should discuss and seek to agree a plan with the doctor for any remedial action needed to ensure that the required criteria for pay progression are met for the following year, including a timescale, and how any training and support needs will be met. The doctor must take all necessary steps to meet the requirements and the clinical manager must provide the necessary support.

## **Absent from work when pay progression is due**

26. If a doctor is absent from work for reasons such as parental or sickness leave when pay progression is due, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result.
27. In the case of planned long-term paid absence such as maternity, adoption and shared parental leave the pay progression review can be conducted early if this is reasonable and practical, allowing the pay progression to be applied on their pay progression date in their absence. If a pay progression review cannot be conducted prior to the pay progression date, pay progression should be automatically applied in the individual's absence from the pay progression date, subject to paragraph 26.
28. If there was a disciplinary sanction in place when pay progression is due pay progression should not be applied in their absence.

## **Moving to a new employer**

29. If a doctor moves to a new employer shortly before pay progression is due, the new employer will be expected to carry out the review required, within three months of the date that the doctor begins work for the new employer ("the date of employment"). If progression is granted, pay shall be backdated to the pay progression date. If such a review is not undertaken by the new employer within 3 months following the date of employment the provisions of paragraph 22 shall apply.

## **Mediation and appeals**

30. Where a doctor disputes a decision that they have not met the required criteria to progress to the next pay point, the mediation procedure and the appeal procedure should be followed. The mediation and appeal procedure is at Schedule 5 of the Terms and Conditions of Service.

# Schedule 14

## Pension arrangements

1. The doctor will be eligible for membership of a NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 1995 (as amended).
2. The following will be pensionable in the NHS Pension Scheme:
  - the doctor's basic salary (up to ten Programmed Activities);
  - any on-call availability supplement;
  - any London Weighting Allowance; and
  - fees for domiciliary visits not undertaken during Programmed Activities
3. The following will not be pensionable in the NHS Pension Scheme:
  - travelling, subsistence, and other expenses paid as a consequence of the doctor's work for the employing organisation or the wider NHS;
  - any payments for Additional Programmed Activities that exceed 10 PAs per week;
  - any payments for work the doctor undertakes for Local Authorities, subject to local agreements to the contrary.

# Schedule 15

## Arrangements for leave

### A. Annual leave and public holidays

#### Annual leave

1. Doctors upon first appointment to the speciality doctor grade and who are not included in paragraph 2 below shall be entitled to annual leave at the rate of five weeks and two days a year.
2. Doctors who have completed a minimum of two years' service in the specialty doctor grade and/or in equivalent grades or who had an entitlement to six weeks' annual leave a year or more in their immediately previous appointments shall be entitled to annual leave at the rate of six weeks and two days a year.
3. Doctors who have completed a minimum of seven years' service in the specialty doctor grade and/or in equivalent grades shall receive an additional day of annual leave and shall be entitled to annual leave at the rate of six weeks and three days a year.
4. The leave year runs from the anniversary date of the doctor's appointment, or may be adjusted to a common start date in force in that employment at the discretion of the employer. No detriment to the doctor will arise from any leave year adjustment.
5. Annual leave should be discussed at the annual Job Plan review otherwise doctors shall provide a minimum of six weeks' notice of annual leave. Subject however to suitable arrangements having been made, doctors may take up to two days of their annual leave without seeking formal permission provided that they give notification beforehand.
6. These leave entitlements include the two extra statutory days available in England in previous contracts.

#### Carry over of annual leave

7. Annual leave should be planned and scheduled so that the full allocation of annual leave is taken before the end of the doctor's leave year. Where doctors have been prevented by their employer from taking the full allowance of annual leave before the end of the leave year, the outstanding leave will normally be carried forward to the

next leave year upon mutual agreement between the doctor and employer.

8. Where a doctor has been allocated leave on dates not of their own choosing and they are subsequently prevented by sickness from taking their full allocation of leave before the end of the leave year, the leave will normally be carried forward to the next leave year upon mutual agreement between the doctor and employer.
9. In other circumstances, subject to needs of the service, up to five days' annual leave may be carried forward on application and taken in the next leave year.
10. The employing organisation will not ordinarily make payment in lieu of any untaken annual leave.

### **Public holidays**

11. The annual leave entitlement of doctors in regular appointment is additional to eight public holidays.
12. In addition to the provisions of paragraph 11, a doctor who in the course of their duty was required to be present in hospital or other place of work between the hours of midnight and 9.00am on a statutory or public holiday should receive a day off in lieu.
13. Where a public holiday, including Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January), falls on a Saturday or a Sunday, the public holiday will be designated instead as falling on the first working weekday thereafter. In such circumstances, no day in lieu then arises for the work undertaken on Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January).

### **Sickness during annual leave**

14. If a doctor falls sick during annual leave and produces a statement to that effect, the doctor will be regarded as being on sick leave from the date of the statement. A self certificate may cover days 1 to 7 of the period of sickness. The doctor must obtain a medical certificate for subsequent days. Further annual leave will be suspended from the date of the first statement.

## **B. Professional and Study Leave**

### **Definition**

15. Professional and study leave includes:
- study, usually but not exclusively or necessarily on a course or programme
  - research
  - teaching
  - examining or taking examinations
  - visiting clinics and attending professional conferences
  - training.

### **Proposing Professional or Study Leave**

16. Any grant of leave is subject to the need to maintain NHS services.
17. Where leave with pay is granted, the doctor must not undertake any other paid work during the leave period without the employing organisation's prior permission.

### **Period of leave**

18. Subject to the conditions set out in paragraph 21, Professional or Study Leave will normally be granted to the maximum extent consistent with maintaining essential services in accordance with the recommended standards, or may exceptionally be granted under the provisions of paragraphs 19 and 20. The recommended standard is leave with pay and expenses or time off in lieu with expenses within a maximum of thirty days (including off-duty days falling within the period of leave) in any period of three years for professional purposes within the United Kingdom.

### **Additional periods of Professional and Study Leave in the United Kingdom**

19. Employers may at their discretion grant Professional or Study Leave in the United Kingdom above the period recommended in paragraph 18 with or without pay and with or without expenses or with some proportion thereof.

### **Professional and Study Leave outside the United Kingdom**

20. Employers may at their discretion grant Professional or Study Leave outside the United Kingdom with or without pay and with or without expenses or with any proportion thereof.

### **Conditions**

21. The following conditions shall apply:
- (i) where a doctor is employed by more than one NHS organisation, the leave and the purpose for which it is required must be approved by all the organisations concerned;

- (ii) where leave with pay is granted, the doctor must not undertake any remunerative work without the special permission of the leave-granting organisation;
- (iii) where an application is made under paragraphs 19 and 20 for a period of leave with pay, and this exceeds three weeks, it shall be open to the leave granting organisation to require that one half of the excess over three weeks shall be counted against annual leave entitlement, the carry forward or anticipation of annual leave within a maximum of three weeks being permitted for this purpose.

## Sabbaticals

- 22. A doctor may apply for sabbatical leave in accordance with the employing organisation’s current arrangements. Any proposal for sabbatical leave should be considered in the annual Job Plan review.

## C. Sick leave

- 23. A doctor absent from duty owing to illness (including injury or other disability) shall, subject to the provisions of paragraphs 24 to 38, be entitled to receive an allowance in accordance with the following table:

**Table 1 – Doctor sick leave entitlement**

During the first year of service	One month’s full pay and (after completing four months’ service) two months’ half pay.
During the second year of service	Two months’ full pay and two months’ half pay.
During the third year of service	Four months’ full pay and four months’ half pay.
During the fourth and fifth years of service	Five months’ full pay and five months’ half pay.
After completing five years of service	Six months’ full pay and six months’ half pay.

- 24. The employer shall have discretion to extend a doctor’s sick leave entitlement.
- 25. To enable rehabilitation, the employer has the discretion to allow a doctor to return to work on reduced hours or to be encouraged to work from home without loss of pay to aid rehabilitation. Any such arrangements need to be consistent with statutory sick pay rules.

## Calculation of allowances

- 26. The rate of allowance and the period for which it is to be paid in respect of any period of absence due to illness, shall be ascertained by deducting from the period of benefit (under Table 1) appropriate to the doctor’s service, on the first day of absence the aggregate for the period of absence due to illness during the 12 months immediately preceding the first day of absence. In aggregating the periods of absence, no account shall be taken of:

- (i) unpaid sick leave; or
- (ii) injuries or diseases sustained to members of staff in the actual discharge of their duties through no fault of their own; or
- (iii) injury resulting from a crime of violence not sustained on duty but connected with or arising from the doctor's employment or profession, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (CICA); or
- (iv) due to injury as at sub-paragraph (ii) above which has not been the subject of payment by the CICA on the grounds that it has not given rise to more than three weeks loss of earnings, or was not one for which compensation above the minimum would arise.

27. The employer may at its discretion also take no account of the whole or any part of the period of absence due to injury (not on duty) resulting from a crime of violence not arising from or connected with the doctor's employment or profession.

### **Previous qualifying service**

28. For the purposes of ascertaining the appropriate allowance of paid sick leave under paragraph 23, previous qualifying service shall be determined in accordance with the doctor's statutory rights and all periods of service, (without any break of 12 months or more, subject to paragraph 29 below), with a National Health Service employer shall be aggregated.
29. Where a doctor has broken their regular service in order to go overseas in a rotational appointment forming part of a recognised training programme, or for any other appointment which is considered by the Postgraduate Dean or College or Faculty Adviser in the specialty concerned (if necessary, with the advice of the consultant) to be part of a suitable programme of training, or to undertake voluntary service, the doctor's previous NHS or approved service, as set out in paragraph 28 above, shall be taken fully into account in assessing entitlement to sick leave allowance, provided that:
- i. the doctor has not undertaken any other work outside the NHS during the break in service, apart from limited or incidental work during the period of the training appointment or voluntary service; and
  - ii. the employer considers that there has been no unreasonable delay between the training or voluntary service abroad ending and the commencement of the subsequent NHS post.

### **Limitation of allowance when insurance or other benefits are payable**

30. The sick pay, paid to a doctor when added to any statutory sickness, injuries or compensation benefits, including any allowances for adult or child dependants, must not exceed full pay.

## **Submission of doctor's statements**

31. A doctor who is incapable of doing their normal work because of illness shall immediately notify their employer in accordance with the employer's procedures.
32. Any absence of more than seven days shall be certified by a doctor (other than the sick doctor). Statements shall be submitted in accordance with the employer's procedures.

## **Accident due to sport or negligence**

33. An allowance shall not normally be paid in a case of accident due to active participation in sport as a profession, or in a case in which contributory negligence is proved, unless the employer decides otherwise.

## **Injury sustained on duty**

34.
  - a. An absence due to injury sustained by a doctor in the actual discharge of their duty, for which the doctor was not liable, shall not be recorded for the purposes of these provisions.
  - b. The Injury Allowance provisions will apply as set out in Section 22 of the NHS Terms and Conditions of Service Handbook, and should be read alongside the accompanying guidance issued by NHS Employers.

## **Recovering of damages from third party**

35. A doctor who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employers may agree to advance to a doctor a loan, not exceeding the amount of sick pay under these provisions, providing the doctor repays to the employer when damages are received, the full amount or portion thereof corresponding to the amount in respect of loss of remuneration including the damages received. Once received, the absence shall not be taken into account for the purposes of the scale set out in Table 1.

## **Medical examination**

36. The employer may at any time require a doctor, who is unable to perform their duties as a consequence of illness, to submit to an examination by a medical doctor nominated by the employer. Any expense incurred in connection with such an examination shall be met by the employer.

## **Termination of employment**

37. After investigation, consultation and consideration of alternative posts, and where there is no reasonable prospect of the doctor returning to work, employers will have

the option to terminate employment before the doctor has reached the end of their contractual period of sick leave, provided that the doctor will receive their entitlement in accordance with Table 1.

## **Procedures and payments where injuries are connected with other insured employment**

38. Notification procedures and payment of sick pay when injuries are connected with other insured employment, will be for local determination.

## **D. Special leave with or without pay**

39. Special leave for any purpose may be granted (with or without pay) at the discretion of the employer. Where this grade of doctor is required to attend court as a witness, as a result of the normal course of delivering their NHS duties, such attendance will be classified as Contractual and Consequential Services.
40. Where a doctor has received a jury summons the doctor shall as soon as is reasonably practicable notify their employer. If the doctor participates in jury service they will be able to apply for special leave with pay in accordance with their employer's internal policy.

## **E. Maternity leave and pay**

41. Provisions in Schedule 17 apply.

# Schedule 16

## Termination of employment

### Period of notice

1. Where termination of employment is necessary, an employer will give a doctor three months' notice in writing.
2. Doctors are required to give their employer three months written notice if they wish to terminate their employment.
3. Shorter or longer notice periods may apply where agreed between both parties in writing and signed by both.

### Grounds for termination of employment

4. A doctor's employment may be terminated for the following reasons:
  - (i) conduct
  - (ii) capability
  - (iii) redundancy
  - (iv) failure to hold or maintain a requisite qualification, registration or licence to practice
  - (v) in order to comply with a statute or other statutory regulation; or
  - (vi) where there is some other substantial reason to do so in a particular case.
5. Should the application of any disciplinary or capability procedures result in the decision to terminate a doctor's contract of employment, he or she will be entitled to an appeal.
6. In cases where employment is terminated, a doctor may be required to work their notice, or if the employer considers it more appropriate, the doctor may be paid in lieu of notice, or paid through the notice period but not be required to attend work.
7. In cases of gross misconduct, gross negligence, or where a doctor's registration as a medical doctor (and/or their registration as a dental doctor) has been removed or has lapsed without good reason, employment may be terminated without notice.

### Termination of employment following re-organisation

8. Where a re-organisation of local health services involves displacement of, or significant disturbance to, the services provided by a doctor, the employer will use reasonable endeavours to render effective assistance to the doctor with a view to his or her obtaining suitable alternative employment elsewhere in the NHS.

### Termination of Employment by Redundancy

9. If a doctor's employment is terminated because of redundancy (within the meaning of Section 139 of the Employment Rights Act 1996, or the circumstances described in

Section 16 of the NHS Terms and Conditions of Service Handbook) then provided that they have two years or more continuous service, entitlement to redundancy will be in accordance with Section 16 of the NHS Terms and Conditions of Service Handbook<sup>3</sup>.

# Schedule 17

## Applicable sections of the NHS Terms and Conditions of Service Handbook

1. The following sections of the NHS Terms and Conditions of Service Handbook<sup>4</sup> apply to doctors employed under these Terms and Conditions of Service:
  - Section 7 – Payment of Annual Salaries
  - Section 15 – Leave and pay for new parents
  - Section 16 – Redundancy pay (England)
  - Section 22 – Injury allowance
  - Section 23 – Child bereavement leave
  - Section 25 – Time off and facilities for trade union representatives
  - Section 26 – Joint consultation machinery
  - Section 30 – General equality and diversity statement
  - Section 32 – Dignity at work
  - Section 33 – Balancing work and personal life
  - Section 34 – Employment break scheme
  - Annex 26 – Managing sickness absences – developing local policies and procedures
  
2. In relation to the above sections:
  - a. In particular, when developing relevant policies and considering flexible working requests, employers must take into account the domestic and family circumstances of doctors, including but not limited to caring responsibilities and the working patterns of partners and dependents.
  - b. Employers will take into account any guidance issued by NHS Employers agreed through national collective bargaining arrangements.

---

<sup>4</sup> NHS terms and conditions of service handbook, available from [www.nhsemployers.org](http://www.nhsemployers.org)

# Schedule 18

## Model provisions for expenses

These model provisions are designed to serve as the basis for agreements about the payment of doctors' expenses for doctors employed by the NHS or contracted on an honorary basis. NHS employers and doctors may agree alternative provisions.

### General

1. Travelling, subsistence, and other expenses incurred in the service of the employer shall be reimbursed to meet costs at the rates set out in this schedule or up to the limits set and agreed locally. Expenses do not form part of a doctor's pay and are not pensionable.

### Submission of claims

2. In preparing claims, doctors shall indicate adequately the nature of the expenses involved and submit valid receipts; claims shall be submitted normally at intervals of not more than one month, and as soon as possible after the end of the period to which the claim relates.

### Travelling expenses and mileage allowance

3. The provisions of Section 23 (except paragraphs 2.4 and 4) of the General Council Conditions of Service shall apply. In these provisions "principal place of work" shall be understood to mean "the hospital or other base from which the doctor conducts their main duties". Where a doctor has a joint contract with more than one employing organisation, the term "principal place of work" shall be interpreted as meaning the base from which the doctor conducts their main duties within that joint contract, irrespective of employing organisation.

### Mileage allowances payable

4. Except where a doctor has been allocated a Lease Car (paragraphs 25 to 47 and subject to paragraph 28 of these provisions) mileage allowances shall be payable in accordance with the rates specified at paragraphs 9 to 19 of these provisions, as appropriate, where doctors use their private vehicle for any official journey on behalf of their employing organisation, including travel in connection with domiciliary consultations.
5. No allowance shall be payable for their normal daily journey between their home and their principal place of work, except as provided for in paragraphs 6 to 8.

## Emergency visits

6. Doctors called out in an emergency shall be entitled to mileage allowance in respect of any journey they are required to undertake, including the distance between their home and principal place of work.

## Home-to-principal place of work mileage

### Official journeys beginning at home

7.
  - a. Subject to sub-paragraph 7.b. where a doctor travels between their home and principal hospital before and/or after an official journey, or journey direct from their home to the place visited and/or return direct to their home from the place visited, mileage allowance shall be payable for the whole distance travelled, subject to a maximum based on the return journey from their principal hospital to the place visited, plus twenty miles. Mileage allowance shall be paid for the distance equal to the return journey between the principal hospital and the place visited. The additional (maximum) twenty miles shall be paid for as follows:
    - i. If the doctor is the holder of a current season ticket for travelling between their home and their principal hospital, mileage allowance in accordance with paragraphs 9 to 16.
    - ii. If the doctor is not a season ticket holder, mileage allowance less the public transport rate.
  - b. No allowance shall be paid in respect of home to principal hospital mileage to a doctor whose normal practice is to travel from their home to their principal hospital by private car even when the car is required for the purpose of making an official journey.

### Application of paragraph 7

8. Paragraph 7 shall be applied as follows:
  - a. Doctors who travel by car only on the days when they require it to make an official journey which attracts mileage allowance, other than at the public transport rate, shall be paid mileage allowance calculated in accordance with sub-paragraph 7.a;
  - b. except as provided in sub-paragraph 8.c, doctors whose normal practice is to travel to their principal hospital by car shall, if they use it on any day to make an official journey, be paid mileage allowance by reference to the excess, if any, of the total distance travelled over the normal return journey between their home and their principal hospital;
  - c. doctors whose normal practice is to use their car to travel to their principal hospital, but who satisfy both the following requirements, may, if the employing authority by resolution so decide, be treated as in sub-paragraph 8.a., i.e. they may, in respect of the days on which they actually use the car to make an official journey which attracts

mileage allowance, other than at the public transport rate, be paid mileage allowance in accordance with sub-paragraph 7.a. Doctors to whom this arrangement apply are those who have a claim to special consideration because:

- i. they have a definite commitment to make an official journey every day for which the use of their car is justified, or, alternatively, their duties are such that they are liable to be called upon to make official journeys by car which cannot be arranged in advance, and that liability is so extensive and the journeys in practice so frequent as to make it desirable that their car should always be available at their principal hospital; and
- ii. they would not otherwise require to travel to their principal hospital by car.

## **Rates of mileage allowance - regular user allowances**

9. Allowances at regular user rates shall be paid to doctors who:
  - (i) are classified by the employing organisation as regular users and choose not, or are unable, to avail themselves of a Lease Car in accordance with paragraphs 25 to 33; or
  - (ii) are new appointees to whom the employing organisation has deemed it uneconomic, or is unable to offer a Lease Car in accordance with paragraphs 25 to 33; and
  - (iii) are required by their employing organisation to use their own car on NHS business and, in so doing, either:
    - (a) travel an average of more than 3,500 miles a year; or
    - (b) travel an average of at least 1,250 miles a year; and
    - (c) necessarily use their car on an average of three days a week; or
    - (d) spend an average of at least 50 per cent of their time on such travel, including the duties performed during the visits.

## **Change in circumstances**

10. If there is a change in a doctor's duties or if the official mileage falls below that on which a regular or essential user classification was based and which is likely to continue, the application to the doctor of the regular user agreement should be reconsidered. Any decrease in the annual official mileage or the frequency of travel, etc which is attributable to circumstances such as prolonged sick leave or the temporary closure of one place of duty should be ignored for this purpose.

## **Non-classification as regular user**

11. Where an employing organisation does not consider that a doctor, other than one to whom paragraph 28 of these provisions applies, should be classified as a regular or essential user, and if this gives rise to any serious difficulty, the doctor shall have recourse to local grievance procedures.

## Payment of lump sums

12. Payment of the annual lump sum allowance shall be made in equal monthly instalments over a period from 1 April in any year to 31 March in the succeeding year.
13. In the case of a doctor who takes up an appointment with an employing organisation or leaves the employment of their employing organisation after 1 April in any year, allowances shall be paid pro rata. The calculation of the mileage allowance should thus be in accordance with the following procedure:
  - (i) The mileage allowance to be paid at the higher rate would, at 9,000 miles per annum, be equivalent to 750 miles per month of service. The excess over 750 miles per month of service would be paid at the intermediate and, if appropriate, the lower rate. For example, where the total service in the period 1 April in any year to 31 March in the succeeding year is five months, then up to 3,750 miles would be paid at the higher rate and any excess at the intermediate, and if appropriate, the lower rate. Similarly, the lump sum should be divided into twelve monthly payments.
  - (ii) When a doctor leaves the employment of an employing organisation, a calculation shall be made in respect of their entitlement for the portion of the year served with the employing organisation and any adjustments made thereafter.

## Part months of service

14. Part months of service shall be regarded as complete months for the purposes of paragraph 12. However, a regular user who leaves the service of one employing organisation and enters the employment of another during the same month shall receive only one lump sum instalment for that month, payable by the former employing organisation.

## Cars out of use

15. When a doctor entitled to the regular user allowance does not use their car as a result of a mechanical defect or absence through illness:
  - (i) the lump sum payment should be paid for the remainder of the month in which the car was out of use and for a further three months thereafter. For the following three months, payment should be made at the rate of 50 per cent of the lump sum payment. No further payments should be made if a car is out of use for six months or longer;
  - (ii) during the period when the car is “off the road” for repairs, out of pocket expenses in respect of travel by other forms of transport should be borne by the employing organisation, in accordance with the provisions of expenses in this schedule.

## **Standard mileage rates**

16. Mileage allowances at standard rates will be paid to doctors who use their own vehicles for official journeys, other than in the circumstances described in paragraph 9, 17 and 28 of these provisions, provided that a doctor may opt to be paid mileage allowances at standard rates, notwithstanding their entitlement to payment at regular user rates.

## **Public transport mileage rate**

17. The foregoing rates shall not apply if a doctor uses a private motor vehicle in circumstances where travel by a public service (e.g. rail, bus) would be appropriate. For such journeys, an allowance at the public transport rate shall be paid, unless this is higher than the rate that would be payable at the standard, regular user or special rate. Further guidance on the application of the public transport mileage rate is attached at Annex B.

## **Passenger allowances**

18. Where other employees or members of an employing organisation are conveyed in the same vehicle, other than a Lease Car, on the business of the National Health Service and their fares by a public service would otherwise be payable by the employing organisation, passenger mileage allowance shall be paid.

## **Garage expenses, tolls and ferries**

19. Subject to the production of vouchers wherever possible, doctors using their private motor vehicles on an official journey at the standard, regular user or special rate of mileage allowance shall be refunded reasonable garage and parking expenses and charges for tolls and ferries necessarily incurred, except that charges for overnight garaging or parking shall not be reimbursed, unless the doctor is entitled to night subsistence allowance for overnight absence. Similar expenses may also be refunded to doctors only entitled to the public transport rate of mileage allowance, provided that the total reimbursement for an official journey does not exceed the cost which would otherwise have been incurred on public transport, including the fares of any official passengers.

## **Loans for car purchase**

20. The provisions of this paragraph apply to doctors who qualify for the first time as regular car users in the NHS, other than those who are offered, or provided with, a suitable Lease Car.
21. Such doctors are entitled to a loan at 2½ per cent flat rate of interest, provided that the request for the loan is made within three months of such classification, or of

taking up the post (whichever is the later).

22. Loans shall be made in accordance with the provisions of paragraphs 22 to 27 of Section 24 of the General Council Conditions of Service.
23. In determining whether a car is “suitable” for the purposes of these provisions, various factors may need to be taken into account, such as the total official mileage to be driven, reliability, the need to carry heavy or bulky equipment and local road conditions, etc.

## **Pedal cycles**

24. Doctors using pedal cycles for official journeys may be reimbursed at the rate set out in Annex A, Table 1.

## **Lease cars**

### **Allocation**

25. For the purposes of paragraphs 26 to 47, a “Lease Car” is any vehicle owned or contract- hired by an employing organisation.
26. Employing organisations may offer Lease Cars for individual use on official business where they deem it economic (see also paragraph 44 of these provisions) or otherwise in the interest of the service to do so.
27. Doctors in post on 9 May 1990 who are required to travel on NHS business and have been classified by the employing organisation as regular users may continue to receive the regular user lump sum payments and allowances set out in Annex A, Table 1 for so long as they remain in the same post or until they voluntarily accept the offer of a Lease Car.

## **New appointees**

28. A doctor who was a new appointee after 9 May 1990 (including a doctor who voluntarily moves post within the same employing organisation, or to a different employing organisation) and who is required to travel on NHS business and who chooses to use their own car, rather than to accept the employing organisation’s offer of a Lease Car, shall not receive the allowances specified in paragraph 27 of these provisions, but shall be reimbursed at the special rate. The special rate will be equivalent to the current 9,001 to 15,000 miles rate for over 2000cc for regular and standard users, regardless of the vehicle’s engine size.

29. A doctor who initially refused an offer of a Lease Car will continue to be eligible for one, providing there has been no change in the doctor's duties.
30. A doctor who has been allocated a Lease Car for individual use on NHS business is entitled to private use of the car, subject to the conditions set out in paragraph 34 to 47 of these provisions.
31. The offer of a Lease Car constitutes the offer of a base vehicle which should in no case exceed 1800cc. Unless the doctor and the employing organisation agree to the allocation of a smaller vehicle, it shall be at least 1500cc. In determining the operational needs of a post for assessing the base vehicle requirement, employing organisations shall have regard, in consultation with the doctors concerned or their representatives, to:
  - (i) the clinical commitments of the postholder, including the nature, frequency and urgency of the journeys to be undertaken
  - (ii) the distances to be travelled
  - (iii) the road, traffic and climatic conditions
  - (iv) the physical requirements of the postholder; and
  - (v) the need to transport equipment.
32. A Lease Car which is no longer required by an individual member of staff may be allocated to another for the remaining term of the contract (or notional contract). In that event, the charges for private use will be based on the fixed annual charges determined when the employing organisation first obtained the vehicle.
33. Employing organisations shall ensure that proper arrangements are made for the economic servicing, repair, maintenance in a roadworthy condition and replacement of Lease Cars.

## Conditions of use

34. Following consultation with the representatives of the professions locally, an employing organisation's conditions of use shall set out the doctor's obligations in respect of the Lease Car and shall state the effect of the following events on the contract and any subsequent financial liability on the doctor:
  - (i) breach of conditions of use
  - (ii) disqualification from driving
  - (iii) wilful neglect
  - (iv) termination of the doctor's contract of employment on disciplinary grounds, voluntary resignation or transfer to another employing organisation (where practicable reciprocal arrangements should be made)
  - (v) change of duties resulting in the doctor no longer being required to drive on official business
  - (vi) substantial reduction in annual business mileage
  - (vii) prolonged absence on annual study, special or maternity leave.

## Charges for private use

35. The basis of charges for private use set out in this paragraph assumes that Lease Cars are provided on a contract hire basis. Where this is not the case, charges for private use are to be based on the notional cost to the employing organisation of providing Lease Cars on a contract hire basis. Notional contract hire charges at current rates are to be used, and the fixed charge to the doctor for agreed private mileage determined on this basis is to remain unaltered for the period for which the contract would have remained in force (e.g. three years).
36. A doctor will be required to pay one composite annual charge for private use. This will comprise of the sum of the items listed in Annex A, Table 2. The composite annual charge will be paid by monthly deduction from salary of one twelfth of the total.
37. The basis of the fixed charge for agreed private mileage shall be the doctor's estimate to the nearest thousand miles of their annual private mileage, as agreed by the employing organisation and multiplied by the rate per thousand miles, determined in accordance with the formula set out in the latest NHS Pay Circular (see Annex A).
38. In the event that a doctor underestimates their annual private mileage, an excess charge will be levied by the employing organisation, based on the contract hirer's excess charge to the employing organisation for the particular car hired to the doctor. In the event that a doctor overestimates their annual private mileage, any sum recoverable by the employing organisation from the contract hirer in respect of the overestimate will be refunded to the doctor. If no recovery is available to the employing organisation, no refund will be made to the doctor.
39. A doctor shall meet the cost to the employing organisation of the fitting of any optional extras the doctor requires, and the contract between the employing organisation and the doctor should specify whether such extras will become the property of the contract hirer or of the doctor. In the latter case, the doctor shall be liable for the cost of making good any damage caused to the car by the removal of such fittings at the end or on early termination of the contract. However, if such alterations are required because the doctor has a certified disability, then the costs shall be met by the employing organisation.
40. In the event of the doctor's death in service or an early termination of the doctor's contract on the grounds of ill health, there shall be no financial penalty to the doctor or the doctor's estate on account of the early termination of the contract for private use of the Lease Car.
41. In the event of a doctor's absence from work for an extended period on maternity, sick, study or special leave, a doctor who has contracted for private use of a Lease Car may choose to continue the private use at the contracted charge or to return

the vehicle to the employing organisation. In the latter case, there shall be no financial penalty to the doctor on account of early termination of the contract.

## Alternative vehicle

42. Subject to the agreement of the employing organisation, which shall not be unreasonably withheld, a doctor who wishes to contract for private use of a Lease Car may choose a larger or more expensively equipped vehicle than that offered. In this event, the doctor shall be responsible for meeting the additional costs to the employing organisation by means of an addition to the composite annual charge, which shall be paid by monthly deduction from salary of one twelfth of the total determined. The rate for reimbursement of petrol used on official business shall be that of the appropriate base vehicle.

## Reimbursement of petrol and other costs

43. A doctor who has been allocated a Lease Car will be responsible for purchasing all petrol, whether for business or private mileage.
44. NHS business mileage costs will be reimbursed by reference to a claim form or diary showing daily visits on NHS business signed by the doctor. NHS business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 7 to 8 of these provisions.
45. The rate per mile will be determined according to the following formula:

Cost of one gallon of premium unleaded petrol\*  
Base Vehicle's mileage on urban cycle

\* The price of petrol will be as recommended from time to time by the Department of Health and Social Care or any new body to whom this function may in future be delegated. The mileage on the urban cycle will be as quoted by manufacturers from officially approved tests under the Passenger Car Fuel Consumption Order 1983.

46. The provisions of paragraph 25 of these provisions shall apply to expenses incurred by a doctor using a Lease Car on official business.

## Carriage of passengers

47. Liability for compensation of authorised official passengers injured while being carried in a Lease Car will be borne by the employing organisation. It is for each employing organisation to reach a view and issue advice to doctors on the carriage of official passengers.

## Other expenses

### Subsistence allowances

48. The purpose of travel and subsistence allowances is to reimburse the necessary extra costs of meals, accommodation and travel and any other business expenses that arise as a result of official duties away from home (or principal place of work).
49. Where, locally, staff and employer representatives agree arrangements that are more appropriate to local operational circumstances which provide benefits to staff beyond those provided by these provisions, and are agreed as operationally preferable, those local arrangements will apply.

### Night subsistence

50. When doctors stay overnight in commercial accommodation with the agreement of the employer, the actual receipted cost up to the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook shall be paid.
51. Where the maximum limit is exceeded for genuine business reasons (for example, the choice of hotel was not within the employee's control or cheaper hotels were fully booked), additional assistance will normally be granted at the discretion of the employer.
52. Regardless of accommodation type, doctors staying overnight with the agreement of their employer shall be reimbursed for the cost of meals, excluding alcoholic drinks, up to the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook, subject to the production of receipts. If meals are provided free of charge, the cost of meals cannot be reimbursed. Additional assistance may be granted at the discretion of the employer.
53. Where doctors stay for short overnight periods with friends or relatives a flat rate at the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook is payable. This includes an allowance for meals. No receipts are required.
54. Where accommodation and meals are provided without charge to doctors e.g. on a residential training course, an incidental expenses allowance at the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook shall be payable.
55. All payments of this allowance are subject to the deduction of appropriate tax and national insurance contributions via the payroll system.
56. Travel costs between the hotel and any temporary place of work shall be separately reimbursed on an actual costs basis.

## **Travelling overnight in a sleeping berth (rail or boat)**

57. The cost of a sleeping berth (rail or boat) and meals, excluding alcoholic drinks, shall be reimbursed subject to the production of receipts.

## **Other business subsistence**

58. Any expenditure necessarily incurred by doctors on postage or telephone calls in the service of their employer shall be reimbursed subject to evidence of expenditure.

## **Removal expenses**

59. A local policy for removal expenses should be in place and determined locally following consultation with staff representatives.

## **Annex A – transport fees and allowances**

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](#).

## **Annex B – application of the public transport user rate**

1. This annex provides further guidance on the application of the public transport user rate instead of the standard mileage rate, under the provisions set out in paragraph 17 of the main body of this guidance.
2. If mileage allowance is payable, the public transport rate (set out in Annex A, Table 1) should be paid where travel by a public service is appropriate, but the doctor prefers to use a private means of transport instead. In all other circumstances, the standard or regular user rates apply.
3. Employers should use the following criteria in deciding whether the public transport rate should apply:
  - the nature of the doctor's duties
  - the length and complexity of journeys (including the number of changes and likely waiting times)
  - the availability of public transport
  - personal safety
  - the time of day
  - relative journey times (public transport compared with private vehicle)
  - any other relevant factors, for example, equipment or luggage to be carried.

4. In particular, employers should take into account the variable times at which doctors start and finish work when public transport may not be a viable way of travelling.

# Schedule 19

## Acting up payments

1. An acting-up payment shall be payable to a doctor who, with the approval of their employer, takes over clinical, and where appropriate, managerial duties and responsibilities of a consultant or Specialist grade doctor as detailed in a temporary job plan to be mutually agreed, subject to the following provisions:
  - a. when a consultant or Specialist grade doctor is expected to be absent for more than-one month other than on annual or professional leave within the recommended standard for the senior grade, and arrangements cannot be made either for cover by other consultants/Specialist grade doctors or for a locum to be engaged, a doctor under these Terms and Conditions shall be paid for acting-up if the employing organisation consider it is practicable for the doctor to take over clinical, and where appropriate, managerial duties and responsibilities of the absent consultant or Specialist grade doctor without supervision as detailed in a mutually agreed temporary job plan;
  - b. the payment shall be such as to bring the doctor's rate of pay to the rate of pay they would receive on appointment to the consultant or Specialist grade;
  - c. the payment shall have effect from the first day of acting up;
  - d. the rate of payment shall be determined in accordance with the appropriate schedule in the 2003 Consultant TCS or the Specialist grade TCS.-It shall include any payment for fees for lectures to non-medical or non-dental staff and doctors and dentists as set out in the 2003 Consultant TCS or the Specialist grade TCS. A doctor while acting up in the consultant or Specialist grade will also be entitled to the arrangements on travelling allowance and mileage as set out in the 2003 Consultant TCS or the Specialist grade TCS;
  - e. continuity of a period of acting-up will not be broken by days on which the doctor is not required to be on duty; continuity will normally be broken by absence on leave of any kind of more than 14 days and a further qualifying period of 14 consecutive days will be required after such absence. A doctor shall not normally act up under the arrangements set out in this schedule for a continuous period shorter than one month or longer than six months [unless mutually agreed]; and
  - f. the doctor shall retain their substantive contract for the agreed period of acting up.

# Schedule 20

## Transfer arrangements<sup>4</sup>

### Section 1 - applicable from 9 June 2022

#### Eligibility

1. The following arrangements shall apply to doctors on National Terms and Conditions of Service in the 2008 Specialty Doctor grades, staff grades, CMOs, SCMOs, HPs and CAs who may transfer to the 2021 Specialty Doctor contract and these Terms and Conditions of Service subject to the process below.
2. Doctors may opt to remain on their existing contract and terms and conditions of service without detriment.
3. This schedule shall not apply to doctors who are employed on local contracts and terms and conditions as opposed to the national contracts and terms and conditions listed in paragraph 1.

#### Transfer process

4. The process to transfer to these Terms and Conditions of Service as set out in paragraphs 4 (a) to (e) shall apply from 9 June 2022:
  - a. The eligible doctor may confirm their interest in transferring to these Terms and Conditions of Service (“an Expression of Interest”) at any time. An Expression of Interest shall not be legally binding nor shall it oblige the doctor to transfer to these Terms and Conditions of Service, but it shall signify that the doctor wishes to commence the job planning process in good faith and in the expectation of transferring;
  - b. The employing organisation and the doctor shall then undertake the job planning process as set out in Schedule 4. Following the completion of this process, the employing organisation will offer the doctor a Job Plan and salary package in writing (“the Offer”);
  - c. Following the Offer, the doctor has 21 days within which to accept or decline the Offer in writing;
  - d. If the Offer is accepted, transfer to these Terms and Conditions of Service will be from when the mutually agreed Job Plan comes into effect;

- e. Where it has not been possible to agree a Job Plan the doctor shall have access to the provisions for mediation and appeal as set out in Schedule 5 which will finalise the Job Plan prior to the doctor making a final decision on transferring to these Terms and Conditions of Service.

## **Agreeing the revised Job Plan**

5. The job planning process should commence no later than one month following the Expression of Interest and be completed within three months.

## **Salary on transfer**

6. The salary of a doctor transferring to these Terms and Conditions will be determined subject to paragraphs 4 – 8 in Schedule 12. The date of effect for the salary shall be the date the mutually agreed Job Plan comes into effect. The doctor will not be eligible for any backdating of salary.
7. In the event of any disagreement between the doctor and their employing organisation regarding the doctor's entitlement to pay progression, the doctor may submit a grievance to the employing organisation in accordance with local procedures.<sup>5</sup>

## **Section 2 – arrangements applicable from 1 April 2021 to 8 June 2022 only**

8. The previous transitional arrangements which are now set out at paragraphs 8 - 20 of section 2 of this schedule applied to Expressions of Interest raised from 1 April 2021 to 30 September 2021 only (the “choice window”). From 1 October 2021 to 8 June 2022 any transfer to these Terms and Conditions of Service was at the discretion of the employer.<sup>6</sup>

## **Eligibility**

9. The following transitional arrangements shall apply to doctors on National Terms and Conditions of Service in the 2008 Specialty Doctor grades, staff grades, CMOs, SCMOs, HPs and CAs who may transfer to the 2021 Specialty Doctor contract and these Terms and Conditions of Service subject to the process below.
10. Doctors may opt to remain on their existing contract and terms and conditions of service without detriment.
11. This schedule shall not apply to doctors who are employed on local contracts and terms and conditions as opposed to the national contracts and terms and conditions listed in paragraph 9.<sup>8</sup>

## Effective Date

12. The following transitional arrangements shall apply to the introduction of these Terms and Conditions of Service with effect from [1 April 2021] (the “Effective Date”).

## Transitional process

13. The process to transfer to these Terms and Conditions of Service shall be as follows:
  - a. On or shortly after the 1 April 2021, employing organisations will write to eligible doctors to a) confirm that the doctor is eligible to transfer to these Terms and Conditions of Service and b) invite an expression of interest;
  - b. The eligible doctor shall have until 30 September 2021 (six months from the 1 April) – the choice window) to confirm their interest in transferring to these Terms and Conditions of Service (“an Expression of Interest”). An Expression of Interest shall not be legally binding nor shall it oblige the doctor to transfer to these Terms and Conditions of Service, but it shall signify that the doctor wishes to commence the job planning process in good faith and in the expectation of transferring;
  - c. The employing organisation and the doctor shall then undertake the job planning process as set out in Schedule 4. Following the completion of this process, the employing organisation will offer the doctor a Job Plan and salary package in writing (“the Offer”);
  - d. Following the Offer, the doctor has 21 days within which to accept or decline the Offer in writing;
  - e. Where it has not been possible to agree a job plan the doctor shall have access to the provisions for mediation and appeal as set out in Schedule 5 prior to making a final decision on transferring to these Terms and Conditions of Service.
14. If a doctor expresses an interest in appointment to the Terms and Conditions after 30 September 2021, they will not be eligible to transfer via the provisions in this schedule and paragraphs 8 and 9 will not apply. Instead, any transfer to these Terms and Conditions of Service will be at the discretion of employers and salary will be determined subject to paragraphs 4 – 8 in Schedule 12. In these circumstances, the doctor will not be eligible for backdating of contractual terms and salary to 1 April 2021. The date of effect for these contractual terms and salary under the Specialty Doctor grade shall be the date an agreed job plan for the Speciality Doctor grade comes into effect.

## **Agreeing the revised Job Plan**

15. The job planning process should commence no later than one month following the Expression of Interest and be completed within three months.

## **Salary on transfer and back pay**

16. Where a doctor gives an Expression of Interest to transfer to these Terms and Conditions of Service in accordance with paragraph 5 and agrees a Job Plan in accordance with Schedule 4, the doctor will transition to the appropriate pay point as set out in the framework agreement based on their existing basic salary on 31 March 2021.
17. Where a doctor is appointed under these Terms and Conditions of Service and the doctor is entitled to an increase in pay following transfer, the doctor will receive payment equivalent to the arrears of pay they would have been entitled to had they transferred on the Effective Date. This payment will be based upon the agreed Job Plan taking effect on the Effective Date. Such arrears of pay may include payment for any additional programmed activities, sessions or notional half days. The payment will be made as soon as practicable after transfer to these Terms and Conditions of Service. Where a doctor transfers to these Terms and Conditions of Service and there is a reduction in pay following transfer, this reduction in pay will take effect from the Effective Date. The repayment will be recuperated by the employer as an overpayment of wages through reasonable monthly deductions from the employee's salary at a rate to be agreed between the doctor and the employer. This payment will be based upon the agreed Job Plan taking effect on the Effective Date.
18. A doctor who has not met the criteria set out in paragraph 13 will not be entitled to transitional pay progression or back pay. In the event of any disagreement between the doctor and their employing organisation regarding the doctor's entitlement to pay progression or back pay, the doctor may submit a grievance to the employing organisation in accordance with local procedures.<sup>9</sup>

## **Arrangements for doctors who retire**

19. If a doctor retires (or employment terminates for reasons of ill-health) between the Effective Date and transferring to these Terms and Conditions of Service after having made an Expression of Interest during the choice window, a pensionable payment will be applicable relating to the period between the Effective Date and their date of retirement. This payment will reflect pay due had the Terms and Conditions of Service been available from the Effective Date and will be based on basic salary only. The employer will notify the NHS Business Service Authority (NHS Pension) of this increase in pensionable remuneration and contributions arising from the payment of arrears to former employees.

## **Exceptional circumstances**

20. If a doctor is absent from work for a significant period during the choice window, for example for reasons such as caring/ sick leave or a secondment, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result. Doctors will be given an extended period, to be agreed between the doctor and the employer, in which they can raise an expression of interest to transfer to these terms and conditions.<sup>7</sup>

## **Review of provisions**

21. The requirement to retain section 2 provisions will be reviewed by the BMA and NHS Employers by 31 October 2022 and subsequently removed where the parties jointly agree through the JNC(SAS) that these provisions are no longer required.<sup>10</sup>

## **Appendix 1**

Pay rates for the specialty doctor grade can be found in the latest medical and dental pay circular on the [NHS Employers website](#).<sup>11</sup>