

**AMENDMENTS TO TERMS AND CONDITIONS OF SERVICE
FOR HOSPITAL MEDICAL AND DENTAL STAFF**

Paragraphs 18 to 22, 65, 111 and 135.

PRACTITIONERS IN THE GRADES OF SR, SpR, R, SHO, HO and PRHO

Paragraph 18

- a. Practitioners in the grades of SR, SpR, R, SHO, HO and PRHO contract for:
 - (i) 40 hours per week (see paragraph 65 for part-time practitioners);
 - (ii) such further contracted hours as are agreed with the employing authority subject to the controls set out in paragraph 20 below;
 - (iii) exceptionally, duty in occasional emergencies or unforeseen circumstances (see paragraph 110).
- b. Practitioners in these grades work on an on-call rota, partial shift, 24 hour partial shift, full shift or hybrid working arrangement. Controls on the contracted hours of duty for each of these working arrangements are set out in paragraph 20 below and employing authorities shall ensure that these controls are met. They shall keep the working and contractual arrangements under review to ensure that they remain in line with the demands of the post. Hours of duty include periods of formal and organised study (other than study leave), training, all rest while on duty, and prospective cover where applicable.

Definitions

Paragraph 19

For the purposes of paragraph 20 below the following definitions shall apply:

- a. On-call rotas: Practitioners on on-call rotas usually work a set working day on weekdays, from Monday to Friday. The out-of-hours duty period is covered by practitioners working “on call” in rotation. Practitioners are rostered for duty periods of more than 24 hours. The frequency of on-call depends on the number of practitioners providing cover and is normally expressed as 1 in 4, 1 in 5, etc. Practitioners working on on-call rotas shall have adequate rest during a period of duty.
- b. Partial shifts:
 - (i) On most weekdays practitioners on partial shifts work a normal day. But, at intervals, one or more practitioners will work a different duty for a fixed period of time, eg evening or night shifts. Practitioners can expect to work for a substantial proportion of the out-of-hours duty period, during which time they will expect to achieve some rest in addition to natural breaks. Practitioners will be rostered for duty periods of not more than 16 hours. Practitioners working on partial shifts shall have adequate rest during a period of duty;
 - (ii) 24 hour partial shifts: Weekdays are usually worked as normal days. In rotation, a duty period is rostered, not exceeding 24 hours including handovers, for the weekend and out-of-hours cover. Practitioners will be rostered for duty periods of more than 16 hours, but less than or equal to 24 hours. Practitioners working 24 hour partial shifts shall have adequate rest during a period of duty.

- c. Full shifts: A full shift will divide the total working week into definitive time blocks with practitioners rotating around the shift pattern. Practitioners can expect to be working for the whole duty period, except for natural breaks. Practitioners will be rostered for duty periods that do not exceed 14 hours. Practitioners working on full shifts shall have adequate rest during a period of duty.
- d. Hybrids: Working arrangements of two or more distinct working arrangements described in sub-paragraphs 19.a, b, c above. The different working arrangements must be worked either concurrently in the same rota or alternately within a time limit of up to one month. Practitioners working on hybrids shall have adequate rest during a period of duty.

Controls on Hours

Paragraph 20

The following controls on hours of duty shall apply to practitioners in the grades of SR, SpR, R, SHO, HO and PRHO working on-call rotas, partial shifts, 24 hour partial shifts, full shifts or hybrids (except in circumstances where they are acting up as a consultant):

- a. On-call rotas:
 - (i) Employing authorities shall ensure that the maximum average contracted hours of duty for practitioners working on on-call rotas do not exceed 72 per week, including handovers at the start and finish of duty periods.
 - (ii) Practitioners in higher specialist training may contract for duty for up to a maximum average of 83 hours per week when it would be to the benefit of their training and they wish to do so, providing the proper supporting staff structure exists and providing the duties are not harmful either to the trainees or to patients.
 - (iii) Employing authorities shall ensure that no period of continuous duty for practitioners working on on-call rotas is longer than 32 hours during the week and 56 hours at the weekend;
 - (iv) Employing authorities shall ensure that practitioners working on on-call rotas have a minimum period of 12 hours off duty between periods of duty and one minimum continuous period off duty of 62 hours and one minimum continuous period off duty of 48 hours in every period of 21 days.
- b. Partial Shifts and 24 Hour Partial Shifts: Employing authorities shall ensure that:
 - (i) The maximum average contracted hours of duty for practitioners working a partial shift or 24 hour partial shift do not exceed 64 per week, including handovers at the start and finish of shifts;
 - (ii) No period of continuous duty for practitioners working partial shifts is longer than 16 hours, including the time required for handovers;
 - (iii) No period of continuous duty for practitioners working 24 hour partial shifts is longer than 24 hours, including the time required for handovers;
 - (iv) Practitioners working partial shifts and 24 hour partial shifts have a minimum period of 8 hours off-duty time between shifts; do not work more than 13

days without a minimum period of 48 hours of continuous off-duty time; and have one minimum continuous period off-duty of 62 hours and one minimum continuous period off-duty of 48 hours in every period of 28 days.

- c. Full Shifts: Employing authorities shall ensure that:
- (i) The maximum average contracted hours of duty for practitioners working a full shift do not exceed 56 per week including handovers at the start and finish of shifts;
 - (ii) No period of continuous duty for practitioners working full shifts is longer than 14 hours, including the time required for handovers.
 - (iii) Practitioners working full shifts have a minimum period of 8 hours off duty between shifts; do not work more than 13 days without a minimum period of 48 hours of continuous off-duty time; and have one minimum continuous period off duty of 62 hours and one minimum continuous period off duty of 48 hours in every period of 28 days;
- d. Hybrids: Employing authorities shall ensure that the maximum average contracted hours of duty for practitioners working an hybrid arrangement do not exceed a point, calculated as a proportion of the part that each arrangement makes to the hybrid, between the average maximum contracted hours of duty for each of the working arrangements which comprise the hybrid arrangement;
- e. Hours protection: Following the changes in contractual terms on 1 December 2000, any substantive change to the working arrangement of any existing post which might lead to an increase in the number of hours of work can only be introduced with the agreement of the practitioner in post and the approval of the regional improving junior doctors working lives action team (or equivalent). The nature of the approval system is described in guidance accompanying HSC 2000/031.
- f. Employing authorities must ensure that, from 1 December 2000, practitioners in the SR, SpR, R, SHO, HO and PRHO grades comply with the controls on hours of duty described in sub-paragraphs 20.a to d above (see paragraph 18.b above).
- g. Employing authorities must ensure that practitioners in the HO and PRHO grades from 1 August 2001 and practitioners in the SR, SpR, R and SHO grades from 1 August 2003, comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a below.
- h. Practitioners and their employing authority shall agree to work together to identify appropriate working arrangements or other organisational changes in working practice to ensure the controls on hours of duty, actual work and rest described in paragraphs 20. above and 22 below, and to comply with reasonable changes following these discussions; changes to working arrangements shall be monitored by regional improving junior doctors working lives action team's (or equivalent's).

Payment

Paragraph 21

- a. Full time practitioners in the grades of SR, SpR, R, SHO, HO and PRHO receive a base salary. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I.
- b. For practitioners contracted to work 40 or more hours of duty per week, pensionable pay for contributions purposes must be based on the practitioner's actual whole-time basic pay (1.0) only. Pay supplements over and above base salary are non-pensionable.

Pay protection at transition

- c. Pay protection in compliant posts will apply from 1 December 2000 to any junior doctor whose total pay under the ADH system (at current ADH percentages) in the post they are occupying on 1 December 2000, or in any post in a rotation accepted before 1 December 2000, where a formal ADH assessment has been made, would be higher than that due under the proposed new contractual arrangements.
- d. Until 1 December 2003 pay protection will also apply to any post or placement in a rotation accepted before 1 December 2000 where no formal ADH assessment was made but where the post, at the time the junior doctor accepted the rotation, was paid at a higher rate under the ADH system than is the case under the new contractual arrangements when the junior doctor takes up the post.
- e. On 1 December 2000, where a post attracts a higher rate ADH payment in recognition of excessive intensity, under EL (96)10 or HSC 1998/027 (in England), then the post shall attract the same overall salary for so long as it is more favourable until the intensity problem has been shown to be resolved. This shall also apply where a claim with full supporting evidence has been lodged by 30 November 2000 in accordance with these circulars.

Principles of pay protection

- f. The principle of pay protection applies to practitioners in all bands for the duration of the post/placement or within a rotation subject to the conditions set out in sub-paragraphs 21.h to m.
- g. Pay protection applies to the base salary on the scale plus the supplement in payment at the time the post or placement is rebanded. The salary shall be increased only to take account of increments in the base salary on the old scale.

Pay protection in New Deal compliant posts

- h. Where a practitioner reaches agreement with his or her employing authority on a new or revised contract on or after 1 December 2000, the practitioner's post shall be re-assessed in accordance with paragraphs 19 to 23, effective from the date of the change. For so long as it is more favourable, and so long as the practitioner remains in the same post, the practitioner shall retain the overall salary applicable to the band he or she was placed in immediately before the change. The salary shall be increased only to take account of increments in the base salary on the old scale.

- i. If a practitioner in a rotational appointment has accepted appointment to a future post in that rotation for which a New Deal compliant pay band assessment has been made at the time of appointment to the rotation and the duties of that future post have been changed before the practitioner actually takes it up, then sub-paragraph 21.h shall apply, and the practitioner shall be treated as if he or she had already been occupying the post at the time of the change. If no assessment of the pay band has been made at the time of appointment then sub-paragraphs 21.c, d and e apply.

Pay protection in New Deal non-compliant posts

- j. Where a New Deal non-compliant post/placement (pay band 3) becomes compliant before 1 December 2002, the practitioner shall retain the overall salary protected at the pay band 3 rate applicable at the time of rebanding, for so long as it is more favourable and for the duration of the post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.
- k. Where a New Deal non-compliant post/placement (pay band 3) becomes compliant on or after 1 December 2002, the practitioner shall have their salary protected at the pay band 2A rate applicable at the time of rebanding, for so long as it is more favourable and for the duration of the post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.
- l. Where a future post/placement in a rotation, which has been accepted by the practitioner at pay band 3, becomes compliant before 1 December 2002, the practitioner when they take up that post/placement shall retain the overall salary protected at the pay band 3 rate applicable at the time of the rebanding, for so long as it is more favourable and for the duration of that post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.
- m. Where a future post/placement in a rotation, which has been accepted by the practitioner at pay band 3, becomes compliant on or after 1 December 2002, the practitioner when they take up that post/placement shall have their salary protected at the pay band 2A rate applicable at the time of the rebanding, for so long as it is more favourable and for the duration of that post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

Definition

- n. For these purposes a rotation is a series of posts or placements forming part of a training programme which might be at PRHO, SHO, or SpR level. Such a rotation may involve the trainee having a series of different employing trusts and contracts, but will not involve a new appointment panel.

Assessment of Pay Supplements

Paragraph 22: Subject to paragraph 24 below, the assessment of pay supplements for staff in the grades of SR, SpR, R, SHO, HO and PRHO shall be made as follows:

- a. Band 3 shall apply to full-time and part-time practitioners in posts which do not comply with the controls on hours of duty described in paragraph 20 above or with the controls on hours of actual work or rest described below (refer HSC 1998/240 and HSC 2000/031 including agreement to modify weekend rest requirements for on-call rotas) applicable to their working pattern.

- (i) That practitioners working any of the working arrangements defined in paragraph 19 above, work on average no more than 56 hours of actual work per week;
- (ii) That practitioners working on on-call rotas have rest equivalent to at least one half of the out-of-hours duty period, with a minimum of 5 hours continuous rest between 10pm and 8am, on 75% of occasions when on-call;
- (iii) For practitioners working at weekends on an on-call rota, if the agreed total rest expectation of 50% of the out-of-hours duty period within the duty period is achieved (see paragraph 22a.(ii) above), this is acceptable. For a weekend duty period of 9am Saturday to 5pm Monday, this would mean a total of 24 hours rest during that period; or
- (iv) For practitioners working at weekends on an on-call rota, if the rest requirement equivalent to that for a weekday is achieved (8 hours for 24 hour period, 5 continuous between 10pm and 8am, on at least 75% of duty periods – see paragraph 22a.(ii) above), but the total rest does not meet the requirement for the weekend (at least 50% of the out of hours duty period on 75% of occasions – see paragraph 22a.(ii) above), the requirements for the controls on hours governing weekend rest will still be met if:
 - “equivalent paid rest” is built into the rota for each weekend worked, in the form of working days or half days (to count as a day or half day on duty for total hours purposes – see guidance xxx). This rest should be taken by the end of the Monday of the following week (ie within 8 days).

However, in exceptional circumstances, the period of equivalent paid rest built into the rota may be taken at another time in the rota cycle. This must be with the agreement of the individual trainee and apply to no more than 25% of weekends worked; and
 - the employing authority clearly demonstrates that the post is fully compliant with all other aspects of the New Deal, including the 56 hours of actual work limit.
- (v) That practitioners working partial shifts have rest for at least one quarter of the out-of-hours duty period on at least 75% of occasions; and where there is no out-of-hours duty that practitioners have natural breaks at any time during the whole of each duty period;
- (vi) That practitioners working 24 hour partial shifts have 6 hours rest during the duty period with a minimum of 4 hours continuous rest between 10pm and 8am on at least 75% of occasions; and that practitioners are not on duty for more than four hours following the 16 hour period of out-of-hours duty, and the next duty period should not start until at least the beginning of the next normal working day.
- (vii) That practitioners working full shifts shall have natural breaks as minimum rest during the whole of each duty period with at least 30 minutes continuous rest after approximately 4 hours continuous duty.
- (viii) That practitioners working an hybrid arrangement shall receive the appropriate controls on hours described in paragraphs 20 and 22 above that

applies to each of the working arrangements that comprise the hybrid arrangement.

- b. Band 2A shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average more than 48 but less than or equal to 56 hours of actual work per week; and:
 - (i) to practitioners on on-call rotas who either work an on-call rota of 1 in 6 including prospective cover or more frequently, or who work 1 in 3 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on-call, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or
 - (ii) to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 3 weekends or more frequently.
- c. Band 2B shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average more than 48 but less than or equal to 56 hours of actual work per week; and who do not fulfil the criteria for Band 2A described in sub-paragraph 22.b above.
- d. Band 1A shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 48 hours or less of actual work per week; and:
 - (i) to practitioners on on-call rotas who work an on-call rota of 1 in 6 including prospective cover or more frequently; or
 - (ii) to practitioners on on-call rotas who either work an on-call rota of 1 in 8 including prospective cover or more frequently, or who work 1 in 4 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on duty out-of-hours, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or
 - (iii) to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 4 weekends or more frequently.
- e. Band 1C shall apply to full-time and part-time practitioners who work within the controls on hours applicable to on-call rotas as described in sub-paragraphs 20.a and 22.a above, and who work on average 48 hours or less of actual work per week and, for part-time practitioners, more than 40 hours; and who work an on-call rota of 1 in 8 without prospective cover or less frequently and are not required to be resident, for clinical or contractual reasons, at their place(s) of work when on duty out-of-hours.
- f. Band 1B shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs

20 and 22.a above, and who work on average 48 hours or less of actual work per week and, for part-time practitioners, more than 40 hours; and who do not fulfil the criteria for Band 1A or 1C described in sub-paragraphs 22.d and e above.

- g. Band FA shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and
 - (i) to practitioners who work an on-call rota of 1 in 10 including prospective cover or more frequently; or
 - (ii) to practitioners who work 1 in 5 weekends or more frequently; or
 - (iii) to practitioners for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday.
- h. Band FC shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who do not undertake any work outside of 8am to 7pm, Monday to Friday.
- i. Band FB shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who undertake any out-of-hours work but who do not fulfil the criteria for Band FA as described in sub-paragraph 22.g above.
- j. No supplement shall apply to full-time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 40 hours or fewer all between 8am to 7pm, Monday to Friday.
- k. For the purposes of the assessment of pay supplements as described in sub-paragraphs 22.a to j above, the following definitions shall apply:
 - (i) Actual work: All hours of duty when practitioners are carrying out tasks for the employer, including periods of formal study/teaching. For the purposes of defining actual work after 7pm, work begins when a doctor is disturbed from rest and ends when that rest is resumed. This includes, for example, time spent waiting to perform a clinical duty and time spent giving advice on the telephone;
 - (ii) Rest: All time on duty when not performing or waiting to perform a clinical or administrative task, and not undertaking a formal educational activity; but including time spent sleeping. Natural breaks do not count as rest;
 - (iii) Weekend: When the practitioner is on duty at any time during the period from 7pm Friday to 7am Monday;
 - (iv) 1 in x on-call rota: For example: if six practitioners share a rota equally between them, but locums are employed for leave, this is a 1 in 6 rota without prospective cover. This means each practitioner will, for the whole duration of their contract or placement, work less than one-sixth of all on-call duty periods unless they do not take any leave. If, for example, six practitioners share a rota equally between them and cover each other's leave, this is a 1 in

6 with prospective cover. The contribution of non-training grades and flexible trainees in the frequency of on-call rotas should be taken into consideration.

- (v) Prospective cover: When the practitioner is contracted to provide internal cover for colleagues when they are on annual and/or study leave, ie if no locums are provided. Prospective cover is also in operation when on-calls are required to be swapped when taking leave or when leave is fixed in advance. When a practitioner not on the rota acts as a “floater”, ie covering any practitioners on the rota who are away on holiday, prospective cover is not in operation.
- l. Where either the employing authority or the practitioner rejects the opinion of the regional improving junior doctors working lives action team (or equivalent) in any case where there is a dispute regarding the allocation of posts to pay bands or in cases where the regional improving junior doctors working lives action team (or equivalent) finds it necessary to intervene, there is a right of appeal:
- (i) Appeals shall be heard by a local committee that shall be convened as soon as possible and employing authorities shall be expected to do so while the practitioner remains in post;
 - (ii) The appeal panel shall be constituted of the following, none of whom shall have been involved in the earlier decision: two representatives of the employing authority nominated by the chief executive or medical director of the employing authority (one of whom shall chair the panel); a representative from the SR, SpR, R, SHO or HO grades from the same employing authority conversant with the working arrangements applicable to the case; a representative from a regional list supplied by the BMA’s Junior Doctors Committee; an independent external assessor nominated by the regional improving junior doctors working lives action team (or equivalent).
 - (iii) Decisions of the appeals panel which confirm the appellant(s) had been underpaid shall lead to the practitioner(s) receiving appropriate reimbursement backdated to the date of the change, or to 1 December 2000, whichever is applicable.
 - (iv) Decisions of the appeals panel which confirm the trust’s original decision shall lead to the trust receiving appropriate reimbursement backdated to the date of the change, or to 1 December 2000, whichever is applicable.
- m. The process for reallocating posts to new pay bands due to changes in working practice shall be as follows:
- (i) Stage one – to institute a change in working practice, the employer must:
 - Consult the postholders and obtain the agreement of the majority participating in the rota;
 - Obtain agreement from the clinical tutor for education purposes;
 - Submit details of the new rota to the regional action team (or equivalent) for information and invited comment.
 - (ii) Stage two – monitoring of working pattern. Such monitoring must comply with the principles set out in HSC 2000/031 and be subject to validation by local junior doctor representatives and the regional action team (or equivalent).

- (iii) Stage three – written notification of monitoring outcome.
- (iv) Stage four – approval mechanism to change band. The following information must be sent to the regional action team (or equivalent):
 - Details of the change in working practice;
 - Monitoring data;
 - Agreement of postholder;
 - Agreement of clinical tutor.
- (v) Stage five – appeals mechanism (see sub-paragraph 22.1 above).

PART-TIME APPOINTMENTS

Part Time Practitioners in the Grades of SR, R, SpR, SHO, HO and PRHO

Paragraph 65

- a. A practitioner in the grades of SR, R SpR, SHO, HO and PRHO may contract with one or more employing authorities for an aggregate of less than 40 hours of duty per week.
- b. Details of remuneration for a part time practitioner in these grades can be found at paragraphs 21 and 22.
- c.
 - (i) Pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, contributions must also be paid on any additional hours of duty a practitioner works between their contracted hours and a maximum of 40 hours per week.
 - (ii) The employing authority must make arrangements to track and record these additional hours for pension purposes.

LOCUM PRACTITIONERS: BASIS OF CONTRACT

Paragraph 111(c), (d) and (e)

- (c) A practitioner employed in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO accepting an appointment as on a locum basis (cf. sub-paragraph 110.f) in any of these grades, in a hospital identified in the job description applicable to the practitioner's main employment, will contract for each hour in such appointments at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Table 2 of Appendix I, or shall be entitled to receive a days leave for each week night (the night of Friday/Saturday being classed as a week night) or complete Saturday (including the night of Saturday/Sunday) or Sunday (including up to the start of normal duty on Monday morning) of additional duty. The taking of such leave shall be subject to the needs of the service and to the authority's approval. Any such leave which has not been taken within twelve months or by the end of the practitioner's contract, whichever is the earlier, shall be relinquished. Payment shall be made retrospectively under the terms of this sub-paragraph for the actual amount of additional duty

undertaken at the time and for which the practitioner has not otherwise been paid and has been unable to take leave in compensation.

- (d) A practitioner engaged as a locum for a week or less in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO in circumstances other than those described in c. shall be paid at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Table 2 of Appendix I.
- (e) A practitioner engaged as a locum for less than 40 hours of duty per week in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO in circumstances other than those described in c. above, shall contract for hours on the basis set out in paragraph 65 and, in accordance with the pay banding arrangements with effect from 1 December 2000, at the rates set out in Table 2 of Appendix I.

STARTING SALARIES AND INCREMENTAL DATES

Interpretation

Paragraph 135(e)

...the rate of salary paid in the previous appointment shall also not include any payments for an additional notional half-day under paragraph 14, additional sessions under paragraph 16 or for a salary supplement, as appropriate, for which the practitioner was contracted in that appointment. The practitioner will, however, be entitled to payment for an additional notional half-day under paragraph 14, additional sessions under paragraph 16, or for a salary supplement, as appropriate, which are contracted for in the new appointment, and these shall be paid at the appropriate proportion of the salary determined under these provisions.