

Terms and conditions – Consultants (England) 2003

Record of amendments – Volume One

Amendments to the terms and conditions will normally be notified to employers via a message in the NHS Workforce Bulletin.

A revised version of the terms and conditions will be posted on the NHS Employers website at www.nhsemployers.org/PayAndConditions/consultants_and_dental_consultants.asp

	Schedule no.	Amendment	Date amended	Circular number
1	Schedule 23	Entire Schedule added to TCS.	19 January 2004	
2	Schedule 1	<p>Replacement of paragraph 1</p> <p><i>1. The date from which continuous employment as a consultant begins must be clearly stated in the consultant's contract of employment. In setting this date at paragraph 2 of the contract, NHS organisations should take into account all previous service as a consultant with other NHS employing organisations and any equivalent experience in another EEA Member State. The employing organisation may, at its discretion, take into account service outside the NHS, for example including:</i></p> <ul style="list-style-type: none"> • <i>service outside the EEA;</i> • <i>voluntary service;</i> • <i>service in the independent sector;</i> • <i>service in HM armed forces.</i> <p>with</p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<p>1. <i>The date from which employment under this contract began must be stated in clause 2.1 of the consultant's contract of employment.</i></p>		
3	Schedule 1	<p>Replacement of Paragraph 2</p> <p>2. <i>The date from which continuous employment applies for the purposes of the Employment Rights Act 1996 must also be set out in paragraph 2 of the contract of employment. 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.</i></p> <p>With</p> <p>2. <i>The date from which continuous employment began for the purposes of the Employment Rights Act 1996 must be set out in clause 2.2 of the contract of employment and should include, if applicable, employment with predecessor organisations that had previously held the contract, e.g. former Regional Health Authorities from whom the current contract was transferred 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.</i></p>	1 June 2005	PC(M&D) 4/2005
4	Schedule 1	<p>Insert Paragraph 3</p> <p><i>Calculation of seniority</i></p> <p>3. <i>NHS organisations should take into account all previous service as a consultant with other</i></p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>NHS employing organisations and any equivalent experience in another EEA Member State. The employing organisation may, at its discretion, take into account service outside the NHS, for example including:</i></p> <ul style="list-style-type: none"> • <i>employment outside the EEA;</i> • <i>voluntary service;</i> • <i>employment in the independent sector;</i> • <i>service in HM armed forces.</i> 		
5	Schedule 4	<p>Replacement of Paragraph 5</p> <p><i>5. The membership of the panel will be:</i></p> <ul style="list-style-type: none"> • <i>a chairman nominated by the employing organisation;</i> • <i>a representative nominated by the consultant;</i> • <i>a third member chosen from a list of individuals approved by the Strategic Health Authority and the BMA and BDA. The Strategic Health Authority will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised by either the consultant or the employing organisation to the first representative from the list, one alternative representative will be allocated. The list of individuals will be regularly reviewed.</i> <p><i>No member of the panel should have previously been involved in the dispute.</i></p> <p>With</p> <p><i>5. The membership of the panel will be:</i></p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> • a chair nominated by the appellants employing organisation; • a second panel member nominated by the appellant consultant; • a third member chosen from a list of individuals approved by the Strategic Health Authority and the BMA and BDA. The Strategic Health Authority will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised by either the consultant or the employing organisation to the first representative from the list, one alternative representative will be allocated. The list of individuals will be regularly reviewed. <p>No member of the panel should have previously been involved in the dispute.</p>		
6	Schedule 13	<p>Replacement of paragraph 5</p> <p>Definition of Seniority 5. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a consultant's seniority (see Tables 1 and 2 below). For these purposes, seniority is to be measured as the sum of the number of whole years completed as an NHS consultant, plus the point on the salary scale when appointed (on a scale of 1 to 5), plus any additional credited seniority (in whole years) to reflect non-NHS consultant level experience or flexible training (see below).</p> <p>With</p> <p>Definition of Seniority 5. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a consultant's seniority (see Annex A). For these purposes, seniority is to be measured as the sum of the number of whole years completed as an NHS consultant, plus the point on the</p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number																																				
		<i>salary scale when appointed (on a scale of 1 to 5), plus any additional credited seniority (in whole years) to reflect non-NHS consultant level experience or flexible training (see below). For the avoidance of doubt, seniority may only accrue during an absence when on an employment break scheme to reflect the gaining of approved non-NHS consultant level experience.</i>																																						
7	Schedule 13	<p>Deletion of paragraph 8</p> <p><i>8. A locum in post for a period of six months will become subject to the Job Planning process. When a locum consultant has entered into the Job Planning process, he or she will become entitled to pay progression (subject to the criteria in Schedule 15 being met) from the start of the appointment.</i></p> <p>And not replaced</p>	1 June 2005	PC(M&D) 4/2005																																				
8	Schedule 13	<p>Deletion of Table 1</p> <p>Table 1: Salary on Commencement</p> <table border="1"> <thead> <tr> <th>Level of seniority (years)</th> <th>Salary on commencement (full-time) (2003/04)</th> <th>Payment for one additional Programmed Activity</th> <th>Annual Payment for one additional Programmed Activity per week</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>£65,035</td> <td>£125</td> <td>£6,503</td> </tr> <tr> <td>2</td> <td>£65,550</td> <td>£126</td> <td>£6,555</td> </tr> <tr> <td>3</td> <td>£66,065</td> <td>£127</td> <td>£6,606</td> </tr> <tr> <td>4</td> <td>£66,585</td> <td>£128</td> <td>£6,658</td> </tr> <tr> <td>5</td> <td>£71,230</td> <td>£137</td> <td>£7,123</td> </tr> <tr> <td>6</td> <td>£72,260</td> <td>£139</td> <td>£7,226</td> </tr> <tr> <td>7-29</td> <td>£73,290</td> <td>£141</td> <td>£7,329</td> </tr> <tr> <td>30+</td> <td>£78,195</td> <td>£150</td> <td>£7,820</td> </tr> </tbody> </table>	Level of seniority (years)	Salary on commencement (full-time) (2003/04)	Payment for one additional Programmed Activity	Annual Payment for one additional Programmed Activity per week	1	£65,035	£125	£6,503	2	£65,550	£126	£6,555	3	£66,065	£127	£6,606	4	£66,585	£128	£6,658	5	£71,230	£137	£7,123	6	£72,260	£139	£7,226	7-29	£73,290	£141	£7,329	30+	£78,195	£150	£7,820	1 June 2005	PC(M&D) 4/2005
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	Schedule no.	Amendment	Date amended	Circular number
9	Schedule 13	<p>Insertion of paragraph 10</p> <p><i>10. The annual rate for an additional Programmed Activity will be 10% of basic salary, where basic salary includes the pay thresholds and any discretionary points or local clinical excellence awards.</i></p>		
10	Schedule 13	<p>Replacement of</p> <p><i>11. There will be no financial detriment to any consultants for whom the combined total of their basic pay (as calculated under Table 1) and any on-call availability supplement (as assessed under the provisions in Schedule 16) would otherwise be less than the combined total of their basic pay and any intensity supplement under their previous NHS contract and terms and conditions. For consultants transferring to these Terms and Conditions in 2003/04, there will be full protection for one year, i.e. taking account of annual pay uplift for 2004/05 for consultants on the previous national terms and conditions. After this date, protection will be on a mark-time basis (i.e. until the new salary exceeds the salary at the point of transfer).</i></p> <p>With</p> <p><i>11. There will be no financial detriment to any consultants for whom the combined total of their basic pay and any on-call availability supplement (as assessed under the provisions in Schedule 16) would otherwise be less than the combined total of their basic pay and any intensity supplement under their previous NHS contract and terms and conditions. For consultants transferring to these Terms and Conditions in 2003/04, there will be full protection for one year, i.e. taking account of annual pay uplift for 2004/05 for consultants on the previous national terms and conditions. After this date, protection will be on a mark-time basis (i.e. until the new salary exceeds the salary at the point of transfer).</i></p>	1 June 2005	PC(M&D) 4/2005
11	Schedule 13	Deletion of Table 2	1 June 2005	PC(M&D) 4/2005

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	<p>Table 2: Seniority and Thresholds</p> <table border="1"> <thead> <tr> <th>Seniority</th> <th>Pay Threshold</th> <th>Salary for consultants who receive pay threshold (full-time) (2003/04)</th> <th>Number of years' service before eligibility for threshold (since previous threshold)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">30+</td> <td>7</td> <td>£83,100</td> <td>One year</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>One year</td> </tr> <tr> <td rowspan="3">21-29</td> <td>6</td> <td>£78,195</td> <td>One year</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>One year</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>One year</td> </tr> <tr> <td rowspan="3">20</td> <td>6</td> <td>£78,195</td> <td>One year</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>Two years</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>One year</td> </tr> <tr> <td rowspan="3">19</td> <td>6</td> <td>£78,195</td> <td>One year</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>Two years</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>Two years</td> </tr> <tr> <td rowspan="3">18</td> <td>6</td> <td>£78,195</td> <td>Two years</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>One year</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>Two years</td> </tr> <tr> <td rowspan="3">17</td> <td>6</td> <td>£78,195</td> <td>Two years</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>Two years</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>Two years</td> </tr> <tr> <td rowspan="3">16</td> <td>6</td> <td>£78,195</td> <td>Three years</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>One year</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>Three years</td> </tr> <tr> <td rowspan="3">15</td> <td>6</td> <td>£78,195</td> <td>Three years</td> </tr> <tr> <td>7</td> <td>£83,100</td> <td>One year</td> </tr> <tr> <td>8</td> <td>£88,000</td> <td>Four years</td> </tr> <tr> <td>14</td> <td>6</td> <td>£78,195</td> <td>Three years</td> </tr> </tbody> </table>	Seniority	Pay Threshold	Salary for consultants who receive pay threshold (full-time) (2003/04)	Number of years' service before eligibility for threshold (since previous threshold)	30+	7	£83,100	One year	8	£88,000	One year	21-29	6	£78,195	One year	7	£83,100	One year	8	£88,000	One year	20	6	£78,195	One year	7	£83,100	Two years	8	£88,000	One year	19	6	£78,195	One year	7	£83,100	Two years	8	£88,000	Two years	18	6	£78,195	Two years	7	£83,100	One year	8	£88,000	Two years	17	6	£78,195	Two years	7	£83,100	Two years	8	£88,000	Two years	16	6	£78,195	Three years	7	£83,100	One year	8	£88,000	Three years	15	6	£78,195	Three years	7	£83,100	One year	8	£88,000	Four years	14	6	£78,195	Three years		
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		8	£88,000	Four years		
	13	6	£78,195	Three years		
		7	£83,100	Two years		
		8	£88,000	Five years		
	12	6	£78,195	Three years		
		7	£83,100	Three years		
		8	£88,000	Five years		
	11	6	£78,195	Four years		
		7	£83,100	Three years		
		8	£88,000	Five years		
	10	6	£78,195	Four years		
		7	£83,100	Four years		
		8	£88,000	Five years		
	9	6	£78,195	Four years		
		7	£83,100	Five years		
		8	£88,000	Five years		
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		7	£83,100	Five years		
		8	£88,000	Five years		
	7	6	£78,195	Five years		
		7	£83,100	Five years		
		8	£88,000	Five years		
	6	5	£73,290	One year		
		6	£78,195	Four years		
		7	£83,100	Five years		
		8	£88,000	Five years		
	5	4	£72,260	One year		
		5	£73,290	One year		
		6	£78,195	Four years		

Schedule no.	Amendment				Date amended	Circular number
		7	£83,100	Five years		
		8	£88,000	Five years		
	4	3	£69,165	One year		
		4	£71,230	One year		
		5	£73,290	One year		
		6	£78,195	Three years		
		7	£83,100	Five years		
		8	£88,000	Five years		
	3	*	£68,130	One year		
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		5	£73,290	One year		
		6	£78,195	Four years		
		7	£83,100	Five years		
		8	£88,000	Five years		
	2	2	£67,100	One year		
		4	£71,230	One year		
		5	£73,290	One year		
		6	£78,195	Five years		
		7	£83,100	Five years		
		8	£88,000	Five years		
	1	*	£66,065	One year		
		3	£69,165	One year		
		4	£71,230	One year		
		5	£73,290	One year		
		6	£78,195	Five years		
		7	£83,100	Five years		
		8	£88,000	Five years		
* For consultants with seniority of 1 or 3 years on transition, the first pay threshold is for transitional purposes.						

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	<i>Replacement of references to 'Table 1' and/or 'Table 2' in paragraphs 5, 8, 11, 13, 14, 15, 17 with reference to 'Annex A' throughout Schedule 13.</i>																																																																				
12 Schedule 13	<p>Insertion of</p> <p>Annex A</p> <p>Pay progression for consultants appointed before 31 October 2003</p> <table border="1"> <thead> <tr> <th>Seniority at transfer</th> <th>Years after transfer before threshold level changes</th> <th>Pay threshold</th> <th>Basic salary (2005/06 rates)^</th> <th>Pay scale</th> </tr> </thead> <tbody> <tr> <td rowspan="3">30+</td> <td>On transfer to new contract</td> <td></td> <td>£83,320</td> <td rowspan="3">MC71</td> </tr> <tr> <td>1 year after transfer</td> <td>7</td> <td>£88,547</td> </tr> <tr> <td>2 years after transfer</td> <td>8</td> <td>£93,768</td> </tr> <tr> <td rowspan="4">21-29</td> <td>On transfer to new contract</td> <td></td> <td>£78,094</td> <td rowspan="4">MC70</td> </tr> <tr> <td>1 year after transfer</td> <td>6</td> <td>£83,320</td> </tr> <tr> <td>2 years after transfer</td> <td>7</td> <td>£88,547</td> </tr> <tr> <td>3 years after transfer</td> <td>8</td> <td>£93,768</td> </tr> <tr> <td rowspan="4">20</td> <td>On transfer to new contract</td> <td></td> <td>£78,094</td> <td rowspan="4">MC69</td> </tr> <tr> <td>1 year after transfer</td> <td>6</td> <td>£83,320</td> </tr> <tr> <td>3 years after transfer</td> <td>7</td> <td>£88,547</td> </tr> <tr> <td>4 years after transfer</td> <td>8</td> <td>£93,768</td> </tr> <tr> <td rowspan="4">19</td> <td>On transfer to new contract</td> <td></td> <td>£78,094</td> <td rowspan="4">MC68</td> </tr> <tr> <td>1 year after transfer</td> <td>6</td> <td>£83,320</td> </tr> <tr> <td>3 years after transfer</td> <td>7</td> <td>£88,547</td> </tr> <tr> <td>5 years after transfer</td> <td>8</td> <td>£93,768</td> </tr> <tr> <td rowspan="2">18</td> <td>On transfer to new contract</td> <td></td> <td>£78,094</td> <td rowspan="2">MC67</td> </tr> <tr> <td>2 years after transfer</td> <td>6</td> <td>£83,320</td> </tr> </tbody> </table>	Seniority at transfer	Years after transfer before threshold level changes	Pay threshold	Basic salary (2005/06 rates)^	Pay scale	30+	On transfer to new contract		£83,320	MC71	1 year after transfer	7	£88,547	2 years after transfer	8	£93,768	21-29	On transfer to new contract		£78,094	MC70	1 year after transfer	6	£83,320	2 years after transfer	7	£88,547	3 years after transfer	8	£93,768	20	On transfer to new contract		£78,094	MC69	1 year after transfer	6	£83,320	3 years after transfer	7	£88,547	4 years after transfer	8	£93,768	19	On transfer to new contract		£78,094	MC68	1 year after transfer	6	£83,320	3 years after transfer	7	£88,547	5 years after transfer	8	£93,768	18	On transfer to new contract		£78,094	MC67	2 years after transfer	6	£83,320	1 June 2005	PC(M&D) 4/2005
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	5 years after transfer	8	£93,768
17	On transfer to new contract		£78,094
	2 years after transfer	6	£83,320
	4 years after transfer	7	£88,547
	6 years after transfer	8	£93,768
16	On transfer to new contract		£78,094
	3 years after transfer	6	£83,320
	4 years after transfer	7	£88,547
	7 years after transfer	8	£93,768
15	On transfer to new contract		£78,094
	3 years on transfer	6	£83,320
	4 years on transfer	7	£88,547
	8 years on transfer	8	£93,768
14	On transfer to new contract		£78,094
	3 years after transfer	6	£83,320
	5 years after transfer	7	£88,547
	9 years after transfer	8	£93,768
13	On transfer to new contract		£78,094
	3 years after transfer	6	£83,320
	5 years after transfer	7	£88,547
	10 years after transfer	8	£93,768
12	On transfer to new contract		£78,094
	3 years after transfer	6	£83,320
	6 years after transfer	7	£88,547
	11 years after transfer	8	£93,768
11	On transfer to new contract		£78,094
	4 years after transfer	6	£83,320
	7 years after transfer	7	£88,547
	12 years after transfer	8	£93,768

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	10	On transfer to new contract	£78,094	MC59
		4 years after transfer	£83,320	
		8 years after transfer	£88,547	
		13 years after transfer	£93,768	
	9	On transfer to new contract	£78,094	MC58
		4 years after transfer	£83,320	
		9 years after transfer	£88,547	
		14 years after transfer	£93,768	
	8	On transfer to new contract	£78,094	MC57
		5 years after transfer	£83,320	
		10 years after transfer	£88,547	
		15 years after transfer	£93,768	
	7	On transfer to new contract	£78,094	MC57
		5 years after transfer	£83,320	
		10 years after transfer	£88,547	
		15 years after transfer	£93,768	
	6	On transfer to new contract	£76,996	MC56
		1 year after transfer	£78,094	
		5 years after transfer	£83,320	
		10 years after transfer	£88,547	
		15 years after transfer	£93,768	
5	On transfer to new contract	£75,899	MC55	
	1 year after transfer	£76,996		
	2 years after transfer	£78,094		
	6 years after transfer	£83,320		
	11 years after transfer	£88,547		
	16 years after transfer	£93,768		

Schedule no.	Amendment					Date amended	Circular number
	4	On transfer to new contract		£70,949	MC54		
		1 year after transfer	3	£73,699			
		2 years after transfer	4	£75,899			
		3 years after transfer	5	£78,094			
		6 years after transfer	6	£83,320			
		11 years after transfer	7	£88,547			
		16 years after transfer	8	£93,768			
	3	On transfer to new contract		£70,395	MC53		
		1 year after transfer	*	£72,596			
		2 years after transfer	4	£75,899			
		3 years after transfer	5	£78,094			
		7 years after transfer	6	£83,320			
		12 years after transfer	7	£88,547			
		17 years after transfer	8	£93,768			
	2	On transfer to new contract		£69,847	MC52		
		1 year after transfer	2	£71,498			
		2 years after transfer	4	£75,899			
		3 years after transfer	5	£78,094			
		8 years after transfer	6	£83,320			
		13 years after transfer	7	£88,547			
18 years after transfer		8	£93,768				
1	On transfer to new contract		£69,298	MC51			
	1 year after transfer	*	£70,395				
	2 years after transfer	3	£73,699				
	3 years after transfer	4	£75,899				
	4 years after transfer	5	£78,094				
	9 years after transfer	6	£83,320				
	14 years after transfer	7	£88,547				
19 years after transfer	8	£93,768					

	Schedule no.	Amendment	Date amended	Circular number															
		<p><i>*For consultants with seniority of 1,3 or 5 years on transition, the first pay threshold is for transitional purposes</i></p> <p>^annual updates on salary values are published on the NHS Employers website www.nhsemployers.org/</p>																	
13	Schedule 14	<p>Paragraph 5 changed from</p> <p><i>5. Basic salary on commencement will be set at a higher threshold to reflect any consultant-level experience that a consultant has gained before his or her first appointment as a NHS consultant.</i></p> <p>To</p> <p><i>5. Basic salary on commencement will be set at a higher threshold to reflect any approved consultant-level experience that a consultant has gained. For the avoidance of doubt, seniority may only accrue during an absence on an employment break scheme to reflect the gaining of approved non-NHS consultant level experience.</i></p>	1 June 2005	PC(M&D) 4/2005															
14		<p>Deletion of Table 1</p> <p>Table 1: Pay Thresholds</p> <table border="1" data-bbox="421 1066 1581 1316"> <thead> <tr> <th data-bbox="421 1066 602 1201">Threshold</th> <th data-bbox="602 1066 831 1201">Period before eligibility for threshold</th> <th data-bbox="831 1066 1039 1201">Basic salary (full-time) (2003/04)</th> <th data-bbox="1039 1066 1285 1201">Payment for one additional Programmed Activity</th> <th data-bbox="1285 1066 1581 1201">Annual payment for one additional Programmed Activity per week</th> </tr> </thead> <tbody> <tr> <td data-bbox="421 1201 602 1278">1</td> <td data-bbox="602 1201 831 1278">N/A (normal starting salary)</td> <td data-bbox="831 1201 1039 1278">£65,035</td> <td data-bbox="1039 1201 1285 1278">£125</td> <td data-bbox="1285 1201 1581 1278">£6,503</td> </tr> <tr> <td data-bbox="421 1278 602 1316">2</td> <td data-bbox="602 1278 831 1316">One year</td> <td data-bbox="831 1278 1039 1316">£67,100</td> <td data-bbox="1039 1278 1285 1316">£129</td> <td data-bbox="1285 1278 1581 1316">£6,710</td> </tr> </tbody> </table>	Threshold	Period before eligibility for threshold	Basic salary (full-time) (2003/04)	Payment for one additional Programmed Activity	Annual payment for one additional Programmed Activity per week	1	N/A (normal starting salary)	£65,035	£125	£6,503	2	One year	£67,100	£129	£6,710	1 June 2005	PC(M&D) 4/2005
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15	<p>Schedule 14</p> <p>Insertion of paragraph 7</p> <p><i>The annual rate for an additional Programmed Activity will be 10% of basic salary, where basic salary includes the pay thresholds and any local clinical excellence awards.</i></p>	1 June 2005	PC(M&D) 4/2005																														
16	<p>Schedule 14</p> <p>Annex B</p> <p>Pay progression for consultants appointed on or after 31 October 2003</p> <table border="1"> <thead> <tr> <th>Threshold</th> <th>Years completed as a consultant</th> <th>Basic salary 2005/6[^]</th> <th>Period before eligibility for next threshold</th> <th>Payroll point</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> <td>£69,298</td> <td>1 year</td> <td>MC72 Point 00</td> </tr> <tr> <td>2</td> <td>1</td> <td>£71,498</td> <td>1 year</td> <td>MC72 Point 01</td> </tr> <tr> <td>3</td> <td>2</td> <td>£73,699</td> <td>1 year</td> <td>MC72 Point 02</td> </tr> <tr> <td>4</td> <td>3</td> <td>£75,899</td> <td>1 year</td> <td>MC72 Point 03</td> </tr> </tbody> </table>	Threshold	Years completed as a consultant	Basic salary 2005/6 [^]	Period before eligibility for next threshold	Payroll point	1	0	£69,298	1 year	MC72 Point 00	2	1	£71,498	1 year	MC72 Point 01	3	2	£73,699	1 year	MC72 Point 02	4	3	£75,899	1 year	MC72 Point 03	1 June 2005	PC(M&D) 4/2005					
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Schedule no.	Amendment					Date amended	Circular number
	5	4	£78,094	5 years	MC72 Point 04		
		5	£78,094	4 years	MC72 Point 05		
		6	£78,094	3 years	MC72 Point 06		
		7	£78,094	2 years	MC72 Point 07		
		8	£78,094	1 year	MC72 Point 08		
	6	9	£83,320	5 years	MC72 Point 09		
		10	£83,320	4 years	MC72 Point 10		
		11	£83,320	3 years	MC72 Point 11		
		12	£83,320	2 years	MC72 Point 12		
		13	£83,320	1 year	MC72 Point 13		
	7	14	£88,547	5 years	MC72 Point 14		
		15	£88,547	4 years	MC72 Point 15		
		16	£88,547	3 years	MC72 Point 16		
		17	£88,547	2 years	MC72 Point 17		
		18	£88,547	1 year	MC72 Point 18		

	Schedule no.	Amendment	Date amended	Circular number					
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8	19	£93,768	-	MC72 Point 19					
17	Schedule 18	<p>Replacement of paragraph 4</p> <p>Public Holidays <i>4. The consultant is entitled to ten days' public holidays (including the two statutory days) to be taken in accordance with section 2 of the General Council Conditions of Service or days in lieu thereof.</i></p> <p>With</p> <p>Public Holidays <i>4. The leave entitlements of consultants in regular appointments are additional to eight public holidays and two statutory holidays or days in lieu thereof. The two statutory holidays may, by local agreement, be converted to a period of annual leave.</i></p>	1 June 2005	PC(M&D) 4/2005					
18	Schedule 18	<p>Replacement of paragraph 33, 34 and 35.</p> <p>E. Special Leave With or Without Pay</p> <p>33. <i>The provisions of Section 3 of the General Council Conditions of Service shall apply, with the following qualification.</i></p> <p>34. <i>Should a consultant attend court as a medical or dental witness, such attendance is subject to the provisions of Section 16 of the General Council Conditions of Service. Where a consultant is required to attend court as a witness, as a result of the normal course of delivering his or her NHS duties, such attendance will be classified as Contractual and Consequential Services.</i></p>	1 June 2005	PC(M&D) 4/2005					

	Schedule no.	Amendment	Date amended	Circular number
		<p>F. Maternity Leave and Domestic Personal and Care Relief</p> <p>35. <i>The consultant's right in respect of other special leave, domestic personal and care relief and maternity leave are set out in sections 3 and 6 of the General Council Conditions of Service.</i></p> <p>With</p> <p>E. Special Leave With or Without Pay</p> <p>33. Special leave for any circumstances may be granted (with or without pay) at the discretion of the employer. Where a consultant is required to attend court as a witness, as a result of the normal course of delivering his or her NHS duties, such attendance will be classified as Contractual and Consequential Services.</p> <p>F. Maternity Leave and Pay</p> <p>34. The provisions of Schedule 24 shall apply.</p> <p>35. Not allocated.</p>		
19	Schedule 20	<p>Deletion of references to:</p> <p>'S3. <i>Special Leave</i>'</p> <p>and</p> <p>'S6. <i>Maternity Leave</i>'</p>	1 June 2005	<p>PC(M&D) 4/2005 and Interchange alert 264 -</p> <p>http://www.dh.gov.</p>

	Schedule no.	Amendment	Date amended	Circular number
		<p>Insertion of wording:</p> <p><i>'NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Schedule 24.'</i></p> <p>Deletion of reference:</p> <p>S42. <i>Disciplinary and Disputes Procedures</i> <i>(subject to the adoption of the proposed new framework for disciplinary procedures)</i></p> <p>Insertion of wording:</p> <p><i>NB – Information on the new doctor's and dentist's disciplinary framework can be found at:</i> http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAmpGBrowsableDocument/fs/en?CONTENT_ID=4103418&chk=UVbdwG</p>		uk/PublicationsAndStatistics/PublicationsPolicyAndGuidance/PublicationsPAmpGBrowsableDocument/fs/en?CONTENT_ID=4103418&chk=UVbdwG
20	Schedule 22	<p>Replacement of paragraph 4</p> <p>Basic Salary</p> <p><i>4. Locum consultants who have not at any time held a substantive consultant post shall be remunerated at the equivalent rate to the first point on the salary scale, subject to the provisions for pay progression set out below and subject to recognising any consultant level experience outwith the NHS in line with paragraph 8 of Schedule 13 or paragraphs 4-6 of Schedule 14 of these Terms and Conditions.</i></p> <p><i>with</i></p> <p>Basic Salary</p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>4. Locum consultants who have not at any time held a substantive consultant post shall be remunerated at the equivalent rate to the first point on the salary scale, subject to the provisions for pay progression set out below and subject to recognising any approved non-NHS consultant level experience. Where a locum consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification (required for the locum post concerned), the employing organisation will, where necessary, credit appropriate additional seniority to ensure that the locum consultant is not prevented from reaching the pay threshold they would have attained had they trained on a full time or single qualification basis (e.g. training extended by two years counts as the equivalent of two years' consultant level experience where a locum consultants would not otherwise be able to reach the same pay threshold).</i></p>		
21	Schedule 22	<p>Replacement of paragraph 5</p> <p><i>5. Locum consultants who hold a substantive consultant post (either within the employing organisation, or with another NHS employer) and will continue to hold such a post beyond the tenure of the locum post shall be remunerated at a rate consistent with their current pay threshold including any Distinction Award, Discretionary Points or Clinical Excellence Awards.</i></p> <p>with</p> <p><i>5. Locum consultants who hold a substantive consultant post (either within the employing organisation, or with another NHS employer) and will continue to hold such a post beyond the tenure of the locum post shall be remunerated at a rate consistent with their current pay threshold, or rate of pay, including any Distinction Award, Discretionary Points or Clinical Excellence Awards.</i></p>	1 June 2005	PC(M&D) 4/2005
22	Schedule 22	<p>Replacement of paragraph 6</p> <p><i>6. Locum consultants who hold a substantive consultant post (either within the employing organisation, or with another NHS employer) and will continue to hold such a post beyond the</i></p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>tenure of the locum post shall be remunerated at a rate consistent with their current pay threshold including any Distinction Award, Discretionary Points or Clinical Excellence Awards.</i></p> <p>With</p> <p><i>6. Locum consultants who do not currently hold a substantive consultant post with the relevant employer (e.g. retired consultants or consultants taking up a locum post with an employer other than their substantive employer) shall be remunerated at a rate consistent with their most recent pay threshold as a substantive consultant or, for those who have not previously held employment under these Terms and Conditions, their calculated seniority, subject to the provisions for pay progression set out below.</i></p>		
23	Schedule 22	<p>Replacement of paragraph 7</p> <p>Pay Progression</p> <p><i>7. Where a doctor has completed twelve months' locum service, whether continuous or cumulative, there shall be an assessment of whether he or she has met the criteria for pay progression in respect of that year's service. Subject to meeting the criteria in respect of the relevant year(s), locums shall receive pay progression in the same way as substantive consultants.</i></p> <p>With</p> <p>Pay Progression</p> <p><i>7 A locum in post for a period of six months will become subject to the Job Planning process. Where a locum doctor is covered by the Job Planning process and has completed twelve months' locum service, whether continuous or cumulative, there shall be an assessment of whether he or she has met the criteria set out in Schedule 15 for pay progression in respect of that year's service. Subject to meeting the criteria in respect of the relevant year(s), locums shall receive pay progression in the same way as substantive consultants.</i></p>	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
24	Schedule 23	End of Paragraph 1 Insert <i>(amended [month] 2005)</i>	1 June 2005	PC(M&D) 4/2005
24	Schedule 23	Paragraph 2 Replace <i>Capital 'E' for employer</i> With <i>Small 'e' for employer</i>	1 June 2005	PC(M&D) 4/2005
24	Schedule 23	Table 1 – Application of Schedules to Honorary Consultant Posts, Schedule 1 Replace 22 With 28		
24	Schedule 23	Table 1, Schedule 4 Insert <i>of the honorary consultant contract (England)</i>	1 June 2005	PC(M&D) 4/2005
24	Schedule 23	Table 1, Schedule 6 End of 2 nd Sentence Delete	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<i>(principles document wording)</i>		
24	Schedule 23	Table 1, Schedule 16 1 st Bulletpoint, 2 nd Sentence Delete <i>2nd Premia</i>	1 June 2005	PC(M&D) 4/2005
24	Schedule 23	Table 1, Schedule 17 Replace <i>retain</i> With <i>Have</i>	1 June 2005	PC(M&D) 4/2005
24	Schedule 23	Table 1, Schedule 21 Delete <i>are</i>	1 June 2005	PC(M&D) 4/2005
24	Schedule 23	Insert Schedule 24 Maternity Leave and Pay Shall not apply Schedule 25 Employment Breaks Scheme Shall not apply	1 June 2005	PC(M&D) 4/2005
25	Schedule 24	Schedule 1 Maternity Leave and Pay (Temporary Schedule) Introduction 1 Paragraphs 6 to 43 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.	1 June 2005	PC(M&D) 4/2005

	Schedule no.	Amendment	Date amended	Circular number
		<p>2 Paragraphs 44 to 47 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.</p> <p>3 Paragraphs 48 to 52 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 6 (i) below and which breaks in service may be disregarded for this purpose.</p> <p>4 Paragraphs 53 to 58 explain how to get further information about employees' statutory entitlements.</p> <p>5 These arrangements shall apply in respect of all pregnant employees whose expected week of childbirth begins on or after 5 December 2004. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this schedule, those local arrangements will apply.</p> <p>Eligibility</p> <p>6 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:</p> <ul style="list-style-type: none"> - (i) she has twelve months continuous service (see paragraphs 48 to 52) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth; - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter): 		

	Schedule no.	Amendment	Date amended	Circular number
		<p>(a) of her intention to take maternity leave;</p> <p>(b) of the date she wishes to start her maternity leave (but see paragraph 7 below);</p> <p>(c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;</p> <p>(d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.</p> <p>Changing the Maternity Leave Start Date</p> <p>7 If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).</p> <p>Confirming Maternity Leave and Pay</p> <p>8 Following discussion with the employee, the employer should confirm in writing:</p> <ul style="list-style-type: none"> - (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement); - (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and - (iii) the length of any period of accrued annual leave which it has been 		

	Schedule no.	Amendment	Date amended	Circular number
		<p>agreed may be taken following the end of the formal maternity leave period (see paragraphs 38 and 39 below);</p> <ul style="list-style-type: none"> - (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date. <p>Keeping in Touch</p> <p>9 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:</p> <ul style="list-style-type: none"> - (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work; - (ii) keeping the employer in touch with any developments that may affect her intended date of return. <p>Paid Maternity Leave</p> <p>Amount of Pay</p> <p>10 Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:</p> <ul style="list-style-type: none"> - (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable; 		

	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> - (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay. <p>11 By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.</p> <p>Calculation of Maternity Pay</p> <p>12 Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:</p> <ul style="list-style-type: none"> - (i) in the event of a pay award or annual increment being implemented <u>before</u> the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis; - (ii) in the event of a pay award or annual increment being implemented <u>during</u> the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis; - (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay. 		

	Schedule no.	Amendment	Date amended	Circular number
		<p data-bbox="562 347 1066 379">Unpaid Contractual Maternity Leave</p> <p data-bbox="421 416 1317 448">13 Employees will also be entitled to 26 weeks' unpaid leave.</p> <p data-bbox="562 485 1111 517">Commencement and Duration of Leave</p> <p data-bbox="421 553 1637 649">14 An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.</p> <p data-bbox="562 686 954 718">Sickness Prior to Childbirth</p> <p data-bbox="421 754 1637 1026">15 If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.</p> <p data-bbox="421 1062 1637 1158">16 Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.</p> <p data-bbox="562 1195 786 1227">Premature Birth</p> <p data-bbox="421 1264 1637 1327">17 Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>term.</p> <p>18 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.</p> <p>19 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.</p> <p>20 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may spilt her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.</p> <p>Still Birth</p> <p>21 Where an employee's baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.</p> <p>Miscarriage</p> <p>22 Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.</p> <p>Health and Safety of Employees Pre and Post Birth</p> <p>23 Where an employee is pregnant, has recently given birth or is breastfeeding, the</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.</p> <p>24 These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.</p> <p>Return to Work</p> <p>25 An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.</p> <p>26 An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.</p> <p>Returning on Flexible Working Arrangements</p> <p>27 If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.</p> <p>28 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>employee's right to return to her job under her original contract at the end of the agreed period.</p> <p>Sickness Following the End of Maternity Leave</p> <p>29 In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.</p> <p>Failure to Return to Work</p> <p>30 If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 6 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.</p> <p>Miscellaneous Provisions</p> <p>Fixed – Term Contracts or Training Contracts</p> <p>31 Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 6 (i), 6 (ii) (a), 6 (ii) (b) and 6 (ii) (d) shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 10 above.</p> <p>32 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.</p>		

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

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		<p>38 Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.</p> <p>39 Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer.</p> <p>Pensions</p> <p>40 Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.</p> <p>Antenatal Care</p> <p>41 Pregnant employees have the right to paid time off for antenatal care. Antenatal care may include relaxation and parent-craft classes as well as appointments for antenatal care.</p> <p>Post-natal Care and Breastfeeding Mothers</p> <p>42 Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.</p> <p>43 Employers are required to provide breast-feeding women with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for women who are breast-feeding with suitable</p>		

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		<p>access to a private room to express and store milk.</p> <p>Employees Not Returning to NHS Employment</p> <p>44 An employee who satisfies the conditions in paragraph 6, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 20 weeks.</p> <p>Employees With Less Than Twelve Months Continuous Service</p> <p>45 If an employee does not satisfy the conditions in paragraph 6 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 6. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.</p> <p>46 Employees who fall into the category set out in paragraph 45 but intend to return to NHS employment will also be entitled to a further period of 26 weeks' unpaid maternity leave.</p> <p>47 Paragraphs 53 to 58 contain further information on statutory maternity entitlements.</p> <p>Continuous Service</p> <p>48 For the purposes of calculating whether the employee meets the twelve months</p>		

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	49	<p>continuous service with one or more NHS employers qualification set out in paragraph 6 (i) the following provisions shall apply:</p> <ul style="list-style-type: none"> - (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service; - (ii) a break in service of three months or less will be disregarded (though not count as service). <p>The following breaks in service will also be disregarded (though not count as service);</p> <ul style="list-style-type: none"> - (i) employment under the terms of an honorary contract; - (ii) employment as a locum with a general practitioner for a period not exceeding twelve months; - (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned; - (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return; - (v) absence on a employment break in accordance with the provisions of Schedule 25; - (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement. 		

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		<p>50 Employers may at their discretion extend the period specified in paragraphs 48 (ii) and 49.</p> <p>51 Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.</p> <p>52 Employers have the discretion to count other previous NHS service or service with other employers.</p> <p>Information About Maternity Rights and Statutory Maternity Pay</p> <p>53 Information about all maternity rights is contained in the following Department of Trade and Industry (DTI) booklet:-</p> <p>Maternity Rights: a guide for employers and employees (URN 99/1191).</p> <p>54 Copies of this booklet can be obtained by telephoning 0870 – 1502 500. It is also available from the DTI website at:- http://www.dti.gov.uk/er/individual/maternity.pdf</p> <p>55 Information on Statutory Maternity Pay and Maternity Allowance entitlements is contained in the following Department for Work and Pensions (DWP) booklet:-</p> <ul style="list-style-type: none"> - (i) A Guide To Maternity Benefits (NI 17A) <p>56 Copies of this booklet can be obtained from local benefits offices.</p> <p>57 Further information on Statutory Maternity Pay and Maternity Allowance</p>		

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		<p>entitlements is also available on the DWP website at:-</p> <p>http://www.dwp.gov.uk/lifeevent/famchild/ind</p> <p>58 Further information for new and expectant mothers at work is available on the Health and Safety Executive website at:-</p> <p>www.hse.gov.uk</p>		
26	Schedule 25	<p>Schedule 25 Employment Break Scheme (Temporary Schedule)</p> <p>General</p> <ol style="list-style-type: none"> 1. NHS employers should provide all staff with access to an employment break scheme. 2. The scheme should be agreed between employers and local staff representatives. 3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities. 4. The scheme should also enable employers to attract and retain the experience of staff consistent with the NHS commitment to the provision of high quality healthcare. 5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements. 	1 June 2005	PC(M&D) 4/2005

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		<p style="text-align: center;">Scope</p> <p>6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.</p> <p>7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.</p> <p style="text-align: center;">Eligibility</p> <p>8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.</p> <p>9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.</p> <p style="text-align: center;">Length of Break</p> <p>10. The maximum length of break should be five years.</p> <p>11. Breaks should be able to be taken either as a single period or as more than one period.</p> <p>12. The minimum length of break should be three months.</p>		

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		<p>13. The length of any break should balance the needs of the applicant with the needs of the service.</p> <p>14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.</p> <p>15. All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:</p> <ul style="list-style-type: none"> - the effect of the break on various entitlements related to length of service; - a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable; - if the break is longer than one year, the applicant may return to as similar a job as possible; - return to work at the equivalent salary level, reflecting increases awarded during the break; - the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year; - arrangements for keeping in touch during the break; - requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this; 		

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

	Schedule no.	Amendment	Date amended	Circular number
27	Front Page – Contents	Insert Schedule 26 Redundancy Pay (Temporary Schedule)	1 March 2007	Pay Circular (M&D) 1/2007
28	Schedule 19	Paragraph 9 Replace If a consultant'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 45 of the General Council Conditions of Service, then provided that her or she has two years or more continuous service, entitlement will be in accordance with section 45 of the General Council Conditions. With If a consultant's employment is terminated because of redundancy within the meaning of section 39 of the Employment Rights Act 1996, or in the circumstances described in Schedule 26, then provided that he or she has two years or more continuous service, entitlement will be in accordance with Schedule 26.	1 March 2007	Pay Circular (M&D) 1/2007
29	Schedule 20	Deletion of reference to: S 45 Arrangements for Redundancy Payments Insertion of wording: NB – Please note that Redundancy Pay arrangements are now covered in Temporary Schedule 26	1 March 2007	Pay Circular (M&D) 1/2007
30	Schedule	Table 1 – Application of Schedules to Honorary Consultant Posts	1 March	Pay

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	23	Insert Schedule 26 Redundancy Pay Shall not apply	2007	Circular (M&D) 1/2007
31	Schedule 26	<p>Insert</p> <p>Schedule 26 Redundancy pay (Temporary Schedule)</p> <p>1. This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service for those who are members of the NHS pension scheme and have at least two years continuous full time or part time service and two years qualifying membership in the NHS pension scheme. Pension changes take effect from 1 December 2006. It further sets out transitional arrangements from 1 December 2006 to 30 September 2011 for staff aged over 50 at the time of redundancy who are members of the NHS Pension scheme with at least five year's pensionable service.</p> <p>Definition of Redundancy</p> <p>2. The Employment Rights Act 1996 Section 139 states that redundancy arises when employees are dismissed in the following circumstances:</p> <ul style="list-style-type: none"> • "where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or • where the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish". 	1 March 2007	Pay Circular (M&D) 1/2007

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

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

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		<p>9. Fractions of a year of reckonable service will not be taken into account.</p> <p>Early Retirement on Grounds of Redundancy for Employees entitled to pension benefits</p> <p>Qualification Criteria</p> <p>10. Members of the NHS Pension Scheme who are made redundant and meet the conditions set out above in paragraphs 3 to 6, may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum benefit set out in paragraph 8. To qualify for early retirement the member of staff must:</p> <ul style="list-style-type: none"> • Be a member of the NHS Pension Scheme; • Have at least two years' continuous service and two years' qualifying membership; • Have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010. <p>Definition of Qualifying Membership</p> <p>11. 'Qualifying membership' is membership that counts towards entitlement for benefits. Pensionable membership is membership that counts when benefits are calculated. This may be different from reckonable service for the purposes of a redundancy payment as it can include pensionable service from previous periods of employment with the NHS or another employer and periods of part time working.</p>		

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		<p data-bbox="421 316 1211 344">Use of Redundancy Payment to pay for Early Retirement</p> <p data-bbox="421 384 1637 580">12. If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.</p> <p data-bbox="421 624 1637 954">13. This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under paragraph 8 then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.</p> <p data-bbox="421 994 1128 1023">Treatment of Concurrent Pensionable Employment</p> <p data-bbox="421 1062 1592 1091">14. Where there is concurrent pensionable employment, members may choose between:</p> <ul data-bbox="495 1131 1637 1331" style="list-style-type: none"> <li data-bbox="495 1131 1637 1294">• Ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme) and: <li data-bbox="495 1302 1637 1331">• Taking benefits only in respect of the employment that is being terminated, in which 		

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		<p>case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55.</p> <ul style="list-style-type: none"> • Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60. <p>15. The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.</p> <p>Exclusion from eligibility</p> <p>16. Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:</p> <ul style="list-style-type: none"> • they are dismissed for reasons of misconduct, with or without notice; or • at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or • unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or • leave their employment before expiry of notice, except if they are being released early (see paragraphs 20 to 21 below); or • are offered a renewal of contract (with the substitution of the new employer for the previous NHS one); • where their employment is transferred to another public service employer who is not 		

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		<p style="text-align: center;">an NHS employer.</p> <p>Suitable alternative employment</p> <p>17. Employers have a responsibility before making a member of staff redundant or agreeing early retirement on grounds of redundancy to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another NHS employer. Employers should avoid the loss of staff through redundancy wherever possible to retain valuable skills and experience where appropriate within the local health economy.</p> <p>18. 'Suitable alternative employment', for the purposes of paragraph 17, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.</p> <p>19. For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Section 138 (3) of the Employment Rights Act 1996 will apply.</p> <p>Early release of redundant employees</p> <p>20. Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available,</p>		

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		<p>may, during the period of notice, obtain other employment outside the NHS.</p> <p>21. If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.</p> <p>Claim for redundancy payment</p> <p>22. Claims for redundancy payment or retirement on grounds of redundancy must be submitted within six months of date of termination of employment. Before payment is made the employee will certify that:</p> <ul style="list-style-type: none"> • they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date; • they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied. <p>Retrospective Pay Awards</p> <p>23. If a retrospective pay award is notified after the date of termination of employment then the redundancy payment and/or pension will be recalculated, and any arrears due paid,</p> <p>Disputes</p> <p>24. An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment should make representations to the employer via local grievance procedures. See also paragraph 22</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>about making a claim for a redundancy payment.</p> <p>Early Retirement in the Interests of the Efficiency of the Service</p> <p>25. Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.</p> <p>26. These arrangements are aimed at employees who have given valuable NHS service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement.</p> <p>27. The relevant NHS pension scheme certifies the grounds on which early retirement is taking place. The scheme does so on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.</p> <p>Employer Responsibilities</p> <p>28. Employer contributions to the NHS pension scheme do not cover the costs of early retirement benefits. There is a requirement for NHS employers to pay these costs if they retire staff early on grounds of redundancy or in the interests of the service.</p>		

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		<p>Transitional Arrangements: 1 October 2006 to 30 September 2011</p> <p>29. There will be transitional arrangements in place from 1 December 2006 to 30 September 2011. These transitional arrangements apply to staff:</p> <ul style="list-style-type: none"> • whose continuous NHS service and/or pension scheme membership began before 1 October 2006 • who are aged over 50 on 30 September 2006 or who reach 50 during the transition period: 1 October until 30 September 2011; (after 6 April 2010 subject to the rules on minimum pension age set out in paragraph 10) • who are members of the NHS Pension scheme and have at least five years qualifying membership in the scheme at the date of redundancy. <p>30. Employees who are made redundant and qualify for transitional protection can choose between a redundancy payment under the new arrangements and payment under transitional protection. The transitional arrangements for early retirement (but not the redundancy payment) will also apply to staff given early retirement in the interests of the service and who meet the qualifying conditions in paragraph 29.</p> <p>31. Transitional protection has two phases. The first phase applies from 1 December 2006 to 30 June 2007. During this phase, the maximum pension that an employee can receive on taking redundancy retirement is that to which they would have been entitled had they been made redundant under the old agreement on 30 September 2006.</p> <p>32. The second phase is from 1 July 2007 to 30 September 2011. During this phase, as well as freezing the maximum enhanced pension at that which would have been available on 30 September 2006, there will be a further reduction so that all enhancements are removed by 30 September 2011.</p>		

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		<p>33. The date used to calculate the level of both final pensionable pay and of salary for redundancy payment under the transition will be set by reference to the actual date of redundancy.</p> <p>Calculation of Baseline Entitlement During Transition</p> <p>34. For employees taking advantage of the transitional arrangements, and subject to a maximum of 20 years' reckonable service being counted, the lump sum redundancy payment will be calculated based on the arrangements in place before 1 October 2006 as follows. Based on service at 30 September 2006:</p> <ul style="list-style-type: none"> • 1 1/2 week's pay for each complete year of reckonable service at age 41 or over • one week's pay for each complete year of reckonable service at age 22 or over but under 41 • 1/2 week's pay for each complete year of reckonable service at age 18 or over but under 22 • overall maximum 30 week's pay. <p>35. Fractions of a year of reckonable service will not be taken into account except that they may be aggregated under paragraph 34 above to make complete years. The lowest weeks' pay multiplier relevant to the employee's calculation will apply to the complete year aggregated.</p> <p>Reduction to Baseline Entitlement</p> <p>36. Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than 10 years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 6 2/3 years</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 6 2/3 years with pro-rata reduction for part years.</p> <p>37. The redundancy payment made under these transitional arrangements will be based on the number of week's service applicable for a redundancy on 30 September 2006 along with the reduction for enhancement greater than 6 2/3 years that would have been made had the redundancy taken place on that date. If there has been a break in continuous service between 1 October 2006 and the date of redundancy, then the payment would be based on the number of years continuous service at the date of redundancy.</p> <p>38. As a baseline calculation for transitional protection all employees eligible for premature payment of pension and compensation benefits under the terms of this agreement on transition shall have their reckonable years in the NHS scheme at 30 September 2006 doubled subject to a maximum enhancement of ten added years. Total reckonable years (including enhancements) will in all cases be limited to the lesser of:</p> <ul style="list-style-type: none"> • the total reckonable service that would have been attained by continuing in service to retirement age; or • 40 years; provided that: • the enhancement of reckonable service for employees with relevant optant service shall be based on the aggregate of their reckonable NHS service and their relevant optant service. <p>Transition Phase One: 1 October 2006 to 30 June 2007</p> <p>39. For redundancies from 1 October 2006 until 1 December 2006, when the regulations to give effect to the transition are introduced, employees will receive enhanced pension based on the pre 1 October arrangements including the calculation of redundancy payment.</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>40. From 1 December 2006 to 30 June 2007, the enhancement that the employee will be eligible to receive will be the enhancement on which the pension would have been based had they been made redundant on 30 September 2006, less the number of days since 30 September 2006. For those who have any part time membership, the reduction in enhancement will be scaled down according to the scaling factor applicable at 30 September 2006.</p> <p>Transition Phase Two: 1 July 2007 to 30 September 2011.</p> <p>41. During this phase, maximum enhancement available to the employee made redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. For those whose enhancement on 30 September 2006 would have been greater than five years, the additional amount of service enhancement over five years should be reduced by 1/60th for each whole month that has elapsed between 30 September 2006 and the date of redundancy. The effect of the two transition elements together is that after each year of transition, the maximum enhancement would be reduced by two years until no enhancement is available from 1 October 2011.</p> <p>42. Paragraphs 29 to 42 will be removed from this agreement on 1 October 2011.</p>		
32	Schedule 16	<p>Replace</p> <p>Schedule 16 Pay Supplements</p> <p>On-Call Availability Supplement</p> <p>1. If a consultant is required to participate in an on-call rota, he or she will be paid a supplement in addition to basic salary in respect of his or her availability to work during on-call periods. The supplement will be paid at the appropriate rate set out in Table 1</p>	2 April 2007	PC(M&D) 3/2007

	Schedule no.	Amendment	Date amended	Circular number
		<p>below.</p> <p>2. The level of supplement will depend on the consultant's rota frequency and the category of the consultant's on-call duties. The consultant's rota frequency for these purposes will be determined by reference to the number of consultants on the relevant rota and without regard to any alternative arrangements that the consultant may make with colleagues to provide on-call cover.</p> <p>3. The employing organisation will determine the category of the consultant's on-call duties for these purposes by making a prospective assessment of the typical nature of the response that the consultant 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 consultant typically receives whilst on-call. The two categories are:</p> <ul style="list-style-type: none"> • Category A: this applies where the consultant 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 consultant can typically respond by giving telephone advice and/or by returning to work later. <p>4. Where there is a change to the consultant's rota frequency or the categorisation of the consultant's on-call duties, the level of the supplement will be amended on a prospective basis. Where this results in a reduction in the level of supplement, there will not be any protection arrangements in relation to previous entitlements. The consultant is entitled to challenge any changes to the assessment of on-call duties through the Job Planning process.</p> <p>5. The supplement does not alter the amount of basic salary for any other purpose or calculation.</p>		

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		<p>Table 1</p> <table border="1" data-bbox="421 395 1552 727"> <thead> <tr> <th data-bbox="421 395 797 464" rowspan="2">Frequency of Rota Commitment</th> <th colspan="2" data-bbox="797 395 1552 464">Value of supplement as a percentage of full-time basic salary</th> </tr> <tr> <th data-bbox="797 464 1173 523">Category A</th> <th data-bbox="1173 464 1552 523">Category B</th> </tr> </thead> <tbody> <tr> <td data-bbox="421 523 797 587">High Frequency: 1 in 1 to 1 in 4</td> <td data-bbox="797 523 1173 587">8.0%</td> <td data-bbox="1173 523 1552 587">3.0%</td> </tr> <tr> <td data-bbox="421 587 797 655">Medium Frequency: 1 in 5 to 1 in 8</td> <td data-bbox="797 587 1173 655">5.0%</td> <td data-bbox="1173 587 1552 655">2.0%</td> </tr> <tr> <td data-bbox="421 655 797 727">Low Frequency: 1 in 9 or less frequent</td> <td data-bbox="797 655 1173 727">3.0%</td> <td data-bbox="1173 655 1552 727">1.0%</td> </tr> </tbody> </table> <p>6. Basic salary, for these purposes, will include pay thresholds. It will exclude any discretionary points, distinction awards, London Weighting allowance, on-call availability supplement, recruitment or retention premium, and any other fees, allowances or supplements.</p> <p>7. Part-time consultants will receive the appropriate percentage of the equivalent full-time salary, provided their responsibilities when on-call are the same as those of full-time consultants on the same rota.</p> <p>London Weighting Allowance</p> <p>8. Consultants 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 (or subsequent replacement) shall be paid London weighting at the rate specified from time to time in letters advising national rates of pay.</p> <p>9. Consultants whose place of work (i.e. where his or her principal duties lie) is within the</p>	Frequency of Rota Commitment	Value of supplement as a percentage of full-time basic salary		Category A	Category B	High Frequency: 1 in 1 to 1 in 4	8.0%	3.0%	Medium Frequency: 1 in 5 to 1 in 8	5.0%	2.0%	Low Frequency: 1 in 9 or less frequent	3.0%	1.0%		
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		<p>boundaries of the former health authorities designated by paragraph 12 of section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London Weighting at the rate for the 'Fringe Zone' specified from time to time in letters advising national rates of pay, unless he or she is employed at a unit described in paragraph 8 above.</p> <p>10. A reduced rate of allowance is payable to resident staff who receive free accommodation.</p> <p>11. Part time consultants shall receive the appropriate proportion of London Weighting.</p> <p>Recruitment and Retention Premia</p> <p>12. An employing organisation may under certain circumstances decide to award a recruitment or a retention premium in addition to basic salary. This may be paid either as a single sum, or on recurrent basis but for a time-limited period. If the latter, the period in question will not typically last for more than four years.</p> <p>13. Employing organisations will determine the value of any such premium and may adjust its value from time to time to take account of changing circumstances. The value of the premium will not typically exceed 30 per cent of the normal starting salary for a consultant post.</p> <p>14. Before making such an award, employing organisations will:</p> <ul style="list-style-type: none"> • set out evidence of difficulties in recruiting and retaining consultants in the particular specialty, or post in question; • set out evidence that they have adequately considered and tried non-pay solutions to such difficulties; • consult with other NHS employing organisations and other appropriate bodies such as the Strategic Health Authority for the area in question. 		

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		<p>Other Payments and Allowances</p> <p>15. A consultant may be entitled to certain other payments and allowances at the discretion of the employing authority.</p> <p>Directors of Public Health</p> <p>16. Directors of Public Health will be entitled to supplements in addition to basic salary (in line with the provisions in Schedule 13 or Schedule 14) within the range as specified from time to time in letters advising national rates of pay. These supplements will depend on the band within which their post falls and the weight of the post as assessed by their employing organisation. Band A applies to regional posts, irrespective of population. The definition of the relevant bands is set out below:</p> <p>Band A: Director of Public Health – Regional Posts Band B: Director of Public Health – population over 450,000 Band C: Director of Public Health – population 250,000 - 449,999 Band D: Director of Public Health – population 50,000 - 249,999</p> <p>17. Supplements shall be an element of remuneration and shall be superannuable.</p> <p>18. Population shall be reviewed annually at 1 April. The relevant population for this purpose shall be the Registrar General’s estimate of the home population for the employing organisation at the previous 30 June.</p> <p>19. If the home population for the employing organisation increases to a higher population band for one year only, this shall have no effect on the minimum supplement. If the rise to a higher population band is confirmed by the next year’s estimate, a review of the supplement payable should be completed within six months. Payment of any increased supplement following such a review shall be made with retrospective effect from 1 April of the previous year.</p>		

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		<p>20. If the home population for the employing organisation falls to a lower population band for one year only, this shall have no effect on the minimum supplement. If the fall in population is confirmed by the next year's estimate, a review of the supplement payable should be completed within six months. Where this would result in a reduction in the value of the supplement, an officer shall retain the cash value of his or her existing supplement for so long as that remains more favourable.</p> <p>With</p> <p>Schedule 16 Pay Supplements</p> <p>On-Call Availability Supplement</p> <p>1.If a consultant is required to participate in an on-call rota, he or she shall be paid a supplement in addition to basic salary, in recognition of his or her availability to work during on-call periods. The availability supplement will be paid at the appropriate rate set out in Table 1 below.</p> <p>2. The level of supplement will depend on both</p> <ul style="list-style-type: none"> • the contribution of the consultant to the on-call rota and • the category of the consultant's on-call duties. <p><u>Contribution to the rota</u></p> <p>3. Full-time consultants shall receive the availability supplement as specified in Table 1 below. Part-time consultants, whose contribution when on-call is the same as that of full-time consultants on the same rota, shall receive the appropriate percentage of the equivalent full-time salary. The contribution of any consultant to the rota will be determined without regard to any alternative arrangements that the consultant may make with colleagues to provide on-call cover.</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><u>Category of on-call duties</u></p> <p>4. The employing organisation will determine the category of the consultant's on-call duties for these purposes by making a prospective assessment of the typical nature of the response that the consultant 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 consultant typically receives whilst on-call. The two categories are:</p> <ul style="list-style-type: none"> • <u>Category A</u>: this applies where the consultant 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; • <u>Category B</u>: this applies where the consultant can typically respond by giving telephone advice and/or by returning to work later. <p>5 Where there is a change to the consultant's contribution to the rota or the categorisation of the consultant's 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 consultant is entitled to challenge any changes to the assessment of on-call duties through the Job Planning process.</p> <p>6. The availability supplement does not alter the amount of basic salary for any other purpose or calculation.</p> <p>7. Basic salary, for these purposes, will include pay thresholds. It will exclude any Clinical Excellence Awards, Discretionary Points, Distinction Awards, London Weighting Allowance, on-call availability supplement, recruitment or retention premium, and any other fees, allowances or supplements.</p>		

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33	Schedule 23	<p>Replace</p> <p><i>Schedule 16</i></p> <p><i>Shall apply, except that:</i></p> <ul style="list-style-type: none"> • <i>all payable supplements, including (where appropriate) London weighting and Recruitment or Retention Premia, will be paid by the substantive employer. Any Recruitment and Retention Premia will be jointly agreed on appointment or as part of the integrated Job Planning process.</i> • <i>Paragraphs 8 to 14 shall not apply.</i> <p>With</p> <p><i>Schedule 16</i></p> <p><i>Shall apply, except that:</i></p> <ul style="list-style-type: none"> • <i>all payable supplements, including (where appropriate) London weighting and Recruitment or Retention Premia, will be paid by the substantive employer. Any Recruitment and Retention Premia will be jointly agreed on appointment or as part of the integrated Job Planning process.</i> • <i>Paragraphs 9 to 15 shall not apply.</i> 	2 April 2007	PC(M&D) 3/2007
34	Schedule 13	Replace	30 July 2007	PC(M&D) 5/2007

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		11 years after transfer	8	£93,768			
	11	On transfer to new contract		£78,094			
		4 years after transfer	6	£83,320	MC60		
		7 years after transfer	7	£88,547			
		12 years after transfer	8	£93,768			

Schedule no.	Amendment	Date amended	Circular number
	10	On transfer to new contract	
		4 years after transfer	6
		8 years after transfer	7
		13 years after transfer	8
	9	On transfer to new contract	
		4 years after transfer	6
		9 years after transfer	7
		14 years after transfer	8
	8	On transfer to new contract	
		5 years after transfer	6
		10 years after transfer	7
		15 years after transfer	8
	7	On transfer to new contract	
		5 years after transfer	6
		10 years after transfer	7
		15 years after transfer	8
	6	On transfer to new contract	
		1 year after transfer	5
		5 years after transfer	6
		10 years after transfer	7
		15 years after transfer	8
5	On transfer to new contract		
	1 year after transfer	*	
	2 years after transfer	5	
	6 years after transfer	6	
	11 years after transfer	7	
	16 years after transfer	8	

Schedule no.	Amendment	Date amended	Circular number	
	4	On transfer to new contract		
	1 year after transfer	3	£70,949	
	2 years after transfer	4	£73,699	
	3 years after transfer	5	£75,899	
	6 years after transfer	6	£78,094	
	11 years after transfer	7	£83,320	
	16 years after transfer	8	£88,547	
				MC54
	3	On transfer to new contract		
	1 year after transfer	*	£70,395	
	2 years after transfer	4	£72,596	
	3 years after transfer	5	£75,899	
	7 years after transfer	6	£78,094	
	12 years after transfer	7	£83,320	
	17 years after transfer	8	£88,547	
				MC53
	2	On transfer to new contract		
	1 year after transfer	2	£69,847	
	2 years after transfer	4	£71,498	
	3 years after transfer	5	£75,899	
8 years after transfer	6	£78,094		
13 years after transfer	7	£83,320		
18 years after transfer	8	£88,547		
			MC52	
1	On transfer to new contract			
1 year after transfer	*	£69,298		
2 years after transfer	3	£70,395		
3 years after transfer	4	£73,699		
4 years after transfer	5	£75,899		
9 years after transfer	6	£78,094		
			£83,320	
			MC51	

Schedule no.	Amendment				Date amended	Circular number																																			
		14 years after transfer	7	£88,547																																					
		19 years after transfer	8	£93,768																																					
	<p><i>*For consultants with seniority of 1,3 or 5 years on transition, the first pay threshold is for transitional purposes</i></p> <p>^annual updates on salary values are published on the NHS Employers website www.nhsemployers.org/</p> <p>With</p> <p>Annex A¹² Pay progression for consultants appointed before 31 October 2003 (effective from 1 April 2007)</p> <table border="1"> <thead> <tr> <th>Seniority at transfer</th> <th>Years after transfer before threshold level changes</th> <th>Pay threshold</th> <th>Basic salary (2007/08 rates)^</th> <th>Pay scale</th> </tr> </thead> <tbody> <tr> <td rowspan="3">30+</td> <td>On transfer to new contract</td> <td></td> <td>£86,153</td> <td rowspan="3">MC71</td> </tr> <tr> <td>1 year after transfer</td> <td>7</td> <td>£91,495</td> </tr> <tr> <td>2 years after transfer</td> <td>8</td> <td>£96,831</td> </tr> <tr> <td rowspan="4">21-29</td> <td>On transfer to new contract</td> <td></td> <td>£80,812</td> <td rowspan="4">MC70</td> </tr> <tr> <td>1 year after transfer</td> <td>6</td> <td>£86,153</td> </tr> <tr> <td>2 years after transfer</td> <td>7</td> <td>£91,495</td> </tr> <tr> <td>3 years after transfer</td> <td>8</td> <td>£96,831</td> </tr> <tr> <td>20</td> <td>On transfer to new contract</td> <td></td> <td>£80,812</td> <td></td> </tr> </tbody> </table>						Seniority at transfer	Years after transfer before threshold level changes	Pay threshold	Basic salary (2007/08 rates)^	Pay scale	30+	On transfer to new contract		£86,153	MC71	1 year after transfer	7	£91,495	2 years after transfer	8	£96,831	21-29	On transfer to new contract		£80,812	MC70	1 year after transfer	6	£86,153	2 years after transfer	7	£91,495	3 years after transfer	8	£96,831	20	On transfer to new contract		£80,812	
Seniority at transfer	Years after transfer before threshold level changes	Pay threshold	Basic salary (2007/08 rates)^	Pay scale																																					
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	3 years after transfer	8	£96,831																																						
20	On transfer to new contract		£80,812																																						

Schedule no.	Amendment	Date amended	Circular number	
	1 year after transfer	6	£86,153	MC69
	3 years after transfer	7	£91,495	
	4 years after transfer	8	£96,831	
19	On transfer to new contract		£80,812	MC68
	1 year after transfer	6	£86,153	
	3 years after transfer	7	£91,495	
	5 years after transfer	8	£96,831	
18	On transfer to new contract		£80,812	MC67
	2 years after transfer	6	£86,153	
	3 years after transfer	7	£91,495	
	5 years after transfer	8	£96,831	
17	On transfer to new contract		£80,812	MC66
	2 years after transfer	6	£86,153	
	4 years after transfer	7	£91,495	
	6 years after transfer	8	£96,831	
16	On transfer to new contract		£80,812	MC65
	3 years after transfer	6	£86,153	
	4 years after transfer	7	£91,495	
	7 years after transfer	8	£96,831	
15	On transfer to new contract		£80,812	MC64
	3 years on transfer	6	£86,153	
	4 years on transfer	7	£91,495	
	8 years on transfer	8	£96,831	
14	On transfer to new contract		£80,812	MC63
	3 years after transfer	6	£86,153	
	5 years after transfer	7	£91,495	
	9 years after transfer	8	£96,831	

Schedule no.	Amendment	Date amended	Circular number	
	13	On transfer to new contract	£80,812	MC62
		3 years after transfer	£86,153	
		5 years after transfer	£91,495	
		10 years after transfer	£96,831	
	12	On transfer to new contract	£80,812	MC61
		3 years after transfer	£86,153	
		6 years after transfer	£91,495	
		11 years after transfer	£96,831	
	11	On transfer to new contract	£80,812	MC60
		4 years after transfer	£86,153	
		7 years after transfer	£91,495	
		12 years after transfer	£96,831	
	10	On transfer to new contract	£80,812	MC59
		4 years after transfer	£86,153	
		8 years after transfer	£91,495	
		13 years after transfer	£96,831	
	9	On transfer to new contract	£80,812	MC58
		4 years after transfer	£86,153	
		9 years after transfer	£91,495	
		14 years after transfer	£96,831	
	8	On transfer to new contract	£80,812	MC57
		5 years after transfer	£86,153	
		10 years after transfer	£91,495	
		15 years after transfer	£96,831	
7	On transfer to new contract	£80,812	MC57	
	5 years after transfer	£86,153		
	10 years after transfer	£91,495		

Schedule no.	Amendment	Date amended	Circular number
	15 years after transfer	8	£96,831
6	On transfer to new contract		
	1 year after transfer	5	£79,690
	5 years after transfer	6	£80,812
	10 years after transfer	7	£86,153
	15 years after transfer	8	£91,495
5	On transfer to new contract		
	1 year after transfer	*	£78,569
	2 years after transfer	5	£79,690
	6 years after transfer	6	£80,812
	11 years after transfer	7	£86,153
	16 years after transfer	8	£91,495
4	On transfer to new contract		
	1 year after transfer	3	£73,510
	2 years after transfer	4	£76,320
	3 years after transfer	5	£78,569
	6 years after transfer	6	£80,812
	11 years after transfer	7	£86,153
	16 years after transfer	8	£91,495
3	On transfer to new contract		
	1 year after transfer	*	£72,944
	2 years after transfer	4	£75,193
	3 years after transfer	5	£78,569
	7 years after transfer	6	£80,812
	12 years after transfer	7	£86,153
			£91,495

Schedule no.	Amendment					Date amended	Circular number	
		17 years after transfer	8	£96,831				
	2	On transfer to new contract		£72,383				
		1 year after transfer	2	£74,071	MC52			
		2 years after transfer	4	£78,569				
		3 years after transfer	5	£80,812				
		8 years after transfer	6	£86,153				
		13 years after transfer	7	£91,495				
		18 years after transfer	8	£96,831				
	1	On transfer to new contract		£71,822				
		1 year after transfer	*	£72,944	MC51			
		2 years after transfer	3	£76,320				
		3 years after transfer	4	£78,569				
		4 years after transfer	5	£80,812				
		9 years after transfer	6	£86,153				
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	<p><i>*For consultants with seniority of 1,3 or 5 years on transition, the first pay threshold is for transitional purposes</i></p> <p>^annual updates on salary values are published on the NHS Employers website www.nhsemployers.org/</p>							
35	Schedule	Replace					30 July	PC(M&D)

	Schedule no.	Amendment	Date amended	Circular number																																																		
	14	<p data-bbox="421 344 562 376">Annex B¹⁶</p> <p data-bbox="421 419 1319 451">Pay progression for consultants appointed on or after 31 October 2003</p> <table border="1" data-bbox="421 488 1610 1276"> <thead> <tr> <th data-bbox="421 488 609 600">Threshold</th> <th data-bbox="609 488 837 600">Years completed as a consultant</th> <th data-bbox="837 488 1043 600">Basic salary 2005/6[^]</th> <th data-bbox="1043 488 1328 600">Period before eligibility for next threshold</th> <th data-bbox="1328 488 1610 600">Payroll point</th> </tr> </thead> <tbody> <tr> <td data-bbox="421 600 609 675">1</td> <td data-bbox="609 600 837 675">0</td> <td data-bbox="837 600 1043 675">£69,298</td> <td data-bbox="1043 600 1328 675">1 year</td> <td data-bbox="1328 600 1610 675">MC72 Point 00</td> </tr> <tr> <td data-bbox="421 675 609 750">2</td> <td data-bbox="609 675 837 750">1</td> <td data-bbox="837 675 1043 750">£71,498</td> <td data-bbox="1043 675 1328 750">1 year</td> <td data-bbox="1328 675 1610 750">MC72 Point 01</td> </tr> <tr> <td data-bbox="421 750 609 825">3</td> <td data-bbox="609 750 837 825">2</td> <td data-bbox="837 750 1043 825">£73,699</td> <td data-bbox="1043 750 1328 825">1 year</td> <td data-bbox="1328 750 1610 825">MC72 Point 02</td> </tr> <tr> <td data-bbox="421 825 609 900">4</td> <td data-bbox="609 825 837 900">3</td> <td data-bbox="837 825 1043 900">£75,899</td> <td data-bbox="1043 825 1328 900">1 year</td> <td data-bbox="1328 825 1610 900">MC72 Point 03</td> </tr> <tr> <td data-bbox="421 900 609 975">5</td> <td data-bbox="609 900 837 975">4</td> <td data-bbox="837 900 1043 975">£78,094</td> <td data-bbox="1043 900 1328 975">5 years</td> <td data-bbox="1328 900 1610 975">MC72 Point 04</td> </tr> <tr> <td data-bbox="421 975 609 1050"></td> <td data-bbox="609 975 837 1050">5</td> <td data-bbox="837 975 1043 1050">£78,094</td> <td data-bbox="1043 975 1328 1050">4 years</td> <td data-bbox="1328 975 1610 1050">MC72 Point 05</td> </tr> <tr> <td data-bbox="421 1050 609 1125"></td> <td data-bbox="609 1050 837 1125">6</td> <td data-bbox="837 1050 1043 1125">£78,094</td> <td data-bbox="1043 1050 1328 1125">3 years</td> <td data-bbox="1328 1050 1610 1125">MC72 Point 06</td> </tr> <tr> <td data-bbox="421 1125 609 1200"></td> <td data-bbox="609 1125 837 1200">7</td> <td data-bbox="837 1125 1043 1200">£78,094</td> <td data-bbox="1043 1125 1328 1200">2 years</td> <td data-bbox="1328 1125 1610 1200">MC72 Point 07</td> </tr> <tr> <td data-bbox="421 1200 609 1276"></td> <td data-bbox="609 1200 837 1276">8</td> <td data-bbox="837 1200 1043 1276">£78,094</td> <td data-bbox="1043 1200 1328 1276">1 year</td> <td data-bbox="1328 1200 1610 1276">MC72 Point 08</td> </tr> </tbody> </table>	Threshold	Years completed as a consultant	Basic salary 2005/6 [^]	Period before eligibility for next threshold	Payroll point	1	0	£69,298	1 year	MC72 Point 00	2	1	£71,498	1 year	MC72 Point 01	3	2	£73,699	1 year	MC72 Point 02	4	3	£75,899	1 year	MC72 Point 03	5	4	£78,094	5 years	MC72 Point 04		5	£78,094	4 years	MC72 Point 05		6	£78,094	3 years	MC72 Point 06		7	£78,094	2 years	MC72 Point 07		8	£78,094	1 year	MC72 Point 08	2007	5/2007
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Schedule no.	Amendment					Date amended	Circular number
	6	9	£83,320	5 years	MC72 Point 09		
		10	£83,320	4 years	MC72 Point 10		
		11	£83,320	3 years	MC72 Point 11		
		12	£83,320	2 years	MC72 Point 12		
		13	£83,320	1 year	MC72 Point 13		
	7	14	£88,547	5 years	MC72 Point 14		
		15	£88,547	4 years	MC72 Point 15		
		16	£88,547	3 years	MC72 Point 16		
		17	£88,547	2 years	MC72 Point 17		
		18	£88,547	1 year	MC72 Point 18		
	8	19	£93,768	-	MC72 Point 19		
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Schedule no.	Amendment					Date amended	Circular number	
		10	£86,153	4 years	MC72 Point 10			
		11	£86,153	3 years	MC72 Point 11			
		12	£86,153	2 years	MC72 Point 12			
		13	£86,153	1 year	MC72 Point 13			
	7	14	£91,495	5 years	MC72 Point 14			
		15	£91,495	4 years	MC72 Point 15			
		16	£91,495	3 years	MC72 Point 16			
		17	£91,495	2 years	MC72 Point 17			
		18	£91,495	1 year	MC72 Point 18			
	8	19	£96,831	-	MC72 Point 19			
^annual updates on salary values are published on the NHS Employers website www.nhsemployers.org/								
36	Schedule 20	<i>Replace</i> Schedule 20 Incorporated General Council Conditions of Service This Schedule lists those General Whitley Council (or successor body) agreements which					30 July 2007	PC(M&D) 5/2007

	Schedule no.	Amendment	Date amended	Circular number																												
		apply under the contract except where otherwise indicated in these Terms and Conditions.																														
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GWC Section	Subject																															
S1.	Annual Leave Entitlement																															
S2.	Statutory and Public Holidays																															
S7.	Equal Opportunities																															
S8	Harassment at Work																															
S9	Child Care																															
S11	Job Sharing																															
S22.	Subsistence Allowances																															
S23.	Travelling Expenses																															
S26.	Removal Expenses and Associated Provisions																															
S38.	Facilities for Staff Organisations																															
S39.	Joint Consultation Machinery																															
S41.	Health Awareness for NHS staff																															
S46.	Payment of Superannuation and Compensation Benefits on Premature																															

	Schedule no.	Amendment	Date amended	Circular number
		<p>Retirement</p> <p>S48. Protection of Pay and Conditions of Service</p> <p>S52. Position of Employees Elected to Parliament</p> <p>S53. Membership of Local Authorities</p> <p>S54. Payment of Annual Salaries</p> <p>S55. Preparation for Retirement</p> <p>S56. London Weighting (only paragraphs 4, 10 to 14 and 18 to 20 thereof apply)</p> <p>S57. Statutory Sick Pay: Qualifying Days</p> <p>S59. NHS Trusts - Continuity of Service</p> <p>S61. Annual Leave and Sick Pay Entitlements on Re-entry and Entry into NHS Employment</p> <p>NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Schedule 24.¹⁹</p> <p>NB – Information on the new doctor’s and dentist’s disciplinary framework can be found at: ¹⁹ http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPAmpGBrowsableDocument/fs/en?CONTENT_ID=4103418&chk=UVbdwG</p> <p>NB – Please note that Redundancy Pay arrangements are now covered in Temporary</p>		

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		<p>Schedule 26.²⁹</p> <p><i>With</i></p> <p>Schedule 20 Incorporated general council conditions of service</p> <p>This Schedule lists those General Whitley Council (or successor body) agreements which apply under the contract except where otherwise indicated in these Terms and Conditions.</p> <table border="0"> <thead> <tr> <th data-bbox="416 635 528 699">GWC Section</th> <th data-bbox="607 635 719 667">Subject</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 735 472 767">S1.</td> <td data-bbox="607 735 931 767">Annual leave entitlement</td> </tr> <tr> <td data-bbox="416 804 472 836">S2.</td> <td data-bbox="607 804 981 836">Statutory and public holidays</td> </tr> <tr> <td data-bbox="416 873 495 904">S7.A</td> <td data-bbox="607 873 857 904">General Statement</td> </tr> <tr> <td data-bbox="416 941 495 973">S7.B</td> <td data-bbox="607 941 1205 973">Recruitment, promotion and staff development</td> </tr> <tr> <td data-bbox="416 1010 495 1042">S7.C</td> <td data-bbox="607 1010 801 1042">Dignity at work</td> </tr> <tr> <td data-bbox="416 1110 483 1142">S22.</td> <td data-bbox="607 1110 920 1142">Subsistence allowances</td> </tr> <tr> <td data-bbox="416 1179 483 1211">S23.</td> <td data-bbox="607 1179 869 1211">Travelling expenses</td> </tr> <tr> <td data-bbox="416 1248 483 1279">S26.</td> <td data-bbox="607 1248 1193 1279">Removal expenses and associated provisions</td> </tr> <tr> <td data-bbox="416 1316 483 1348">S38.</td> <td data-bbox="607 1316 1003 1348">Facilities for staff organisations</td> </tr> </tbody> </table>	GWC Section	Subject	S1.	Annual leave entitlement	S2.	Statutory and public holidays	S7.A	General Statement	S7.B	Recruitment, promotion and staff development	S7.C	Dignity at work	S22.	Subsistence allowances	S23.	Travelling expenses	S26.	Removal expenses and associated provisions	S38.	Facilities for staff organisations		
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37	Schedule 23	Add <table border="1" data-bbox="421 379 1704 715"> <tr> <td>Schedule 27</td> <td>Caring for Children and Adults (Temporary Schedule)</td> <td>Shall not apply³⁰</td> <td></td> </tr> <tr> <td>Schedule 28</td> <td>Flexible working arrangements (Temporary Schedule)</td> <td>Shall not apply</td> <td></td> </tr> <tr> <td>Schedule 29</td> <td>Balancing Work and Personal Life (Temporary Schedule)</td> <td>Shall not apply</td> <td></td> </tr> </table>	Schedule 27	Caring for Children and Adults (Temporary Schedule)	Shall not apply ³⁰		Schedule 28	Flexible working arrangements (Temporary Schedule)	Shall not apply		Schedule 29	Balancing Work and Personal Life (Temporary Schedule)	Shall not apply		30 July 2007	PC(M&D) 5/2007
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38	Schedule 24	Replace <p>Maternity Leave and Pay (Temporary Schedule)</p> <p>Introduction</p> <p>1 Paragraphs 6 to 43 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.</p> <p>2 Paragraphs 44 to 47 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.</p> <p>3 Paragraphs 48 to 52 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 6 (i) below and which breaks in service may be disregarded for this purpose.</p> <p>4 Paragraphs 53 to 58 explain how to get further information about employees' statutory entitlements.</p>	30 July 2007	PC(M&D) 5/2007												

	Schedule no.	Amendment	Date amended	Circular number
		<p>5 These arrangements shall apply in respect of all pregnant employees whose expected week of childbirth begins on or after 5 December 2004. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this schedule, those local arrangements will apply.</p> <p>Eligibility</p> <p>6 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:</p> <ul style="list-style-type: none"> - (i) she has twelve months continuous service (see paragraphs 48 to 52) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth; - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter): <ul style="list-style-type: none"> (a) of her intention to take maternity leave; (b) of the date she wishes to start her maternity leave (but see paragraph 7 below); (c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended; (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth. <p>Changing the Maternity Leave Start Date</p> <p>7 If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>soon as is reasonably practicable beforehand).</p> <p>Confirming Maternity Leave and Pay 8 Following discussion with the employee, the employer should confirm in writing:</p> <ul style="list-style-type: none"> - (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement); - (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and - (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 38 and 39 below); - (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date. <p>Keeping in Touch 9 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:</p> <ul style="list-style-type: none"> - (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work; - (ii) keeping the employer in touch with any developments that may affect her intended date of return. <p>Paid Maternity Leave</p>		

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

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		<p>weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.</p> <p>Unpaid Contractual Maternity Leave 13 Employees will also be entitled to 26 weeks' unpaid leave.</p> <p>Commencement and Duration of Leave 14 An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.</p> <p>Sickness Prior to Childbirth 15 If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.</p> <p>16 Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.</p> <p>Premature Birth 17 Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.</p> <p>18 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>19 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.</p> <p>20 Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.</p> <p>Still Birth 21 Where an employee's baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.</p> <p>Miscarriage 22 Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.</p> <p>Health and Safety of Employees Pre and Post Birth 23 Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.</p> <p>24 These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.</p> <p>Return to Work 25 An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>26 An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.</p> <p>Returning on Flexible Working Arrangements</p> <p>27 If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.</p> <p>28 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.</p> <p>Sickness Following the End of Maternity Leave</p> <p>29 In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.</p> <p>Failure to Return to Work</p> <p>30 If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 6 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.</p> <p>Miscellaneous Provisions</p> <p>Fixed – Term Contracts or Training Contracts</p> <p>31 Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 6 (i), 6</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>(ii) (a), 6 (ii) (b) and 6 (ii) (d) shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 10 above.</p> <p>32 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.</p> <p>33 If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 30 above will not apply.</p> <p>34 Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 6 (i) above may still be entitled to Statutory Maternity Pay.</p> <p>Rotational Training Contracts 35 Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.</p> <p>Contractual rights 36 During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.</p> <p>Increments 37 Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.</p> <p>Accrual of Annual Leave 38 Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.</p>		

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		<p>39 Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer.</p> <p>Pensions</p> <p>40 Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.</p> <p>Antenatal Care</p> <p>41 Pregnant employees have the right to paid time off for antenatal care. Antenatal care may include relaxation and parent-craft classes as well as appointments for antenatal care.</p> <p>Post-natal Care and Breastfeeding Mothers</p> <p>42 Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.</p> <p>43 Employers are required to provide breast-feeding women with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for women who are breast-feeding with suitable access to a private room to express and store milk.</p> <p>Employees Not Returning to NHS Employment</p> <p>44 An employee who satisfies the conditions in paragraph 6, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 20 weeks.</p> <p>Employees With Less Than Twelve Months Continuous Service</p> <p>45 If an employee does not satisfy the conditions in paragraph 6 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid</p>		

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		<p>regardless of whether she satisfies the conditions in paragraph 6. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.</p> <p>46 Employees who fall into the category set out in paragraph 45 but intend to return to NHS employment will also be entitled to a further period of 26 weeks' unpaid maternity leave.</p> <p>47 Paragraphs 53 to 58 contain further information on statutory maternity entitlements.</p> <p>Continuous Service</p> <p>48 For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 6 (i) the following provisions shall apply:</p> <ul style="list-style-type: none"> - (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service; - (ii) a break in service of three months or less will be disregarded (though not count as service). <p>49 The following breaks in service will also be disregarded (though not count as service);</p> <ul style="list-style-type: none"> - (i) employment under the terms of an honorary contract; - (ii) employment as a locum with a general practitioner for a period not exceeding twelve months; - (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned; - (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for 		

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		<p>twelve months at the discretion of the employer which recruits the employee on her return;</p> <ul style="list-style-type: none"> - (v) absence on a employment break in accordance with the provisions of Schedule 25; - (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement. <p>50 Employers may at their discretion extend the period specified in paragraphs 48 (ii) and 49.</p> <p>51 Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.</p> <p>52 Employers have the discretion to count other previous NHS service or service with other employers.</p> <p>Information About Maternity Rights and Statutory Maternity Pay</p> <p>53 Information about all maternity rights is contained in the following Department of Trade and Industry (DTI) booklet:-</p> <p>Maternity Rights: a guide for employers and employees (URN 99/1191).</p> <p>54 Copies of this booklet can be obtained by telephoning 0870 – 1502 500. It is also available from the DTI website at:- http://www.dti.gov.uk/er/individual/maternity.pdf</p> <p>55 Information on Statutory Maternity Pay and Maternity Allowance entitlements is contained in the following Department for Work and Pensions (DWP) booklet:-</p> <ul style="list-style-type: none"> - (i) A Guide To Maternity Benefits (NI 17A) 		

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		<p>56 Copies of this booklet can be obtained from local benefits offices.</p> <p>57 Further information on Statutory Maternity Pay and Maternity Allowance entitlements is also available on the DWP website at:-</p> <p>http://www.dwp.gov.uk/lifeevent/famchild/ind</p> <p>58 Further information for new and expectant mothers at work is available on the Health and Safety Executive website at:-</p> <p>www.hse.gov.uk</p> <p>With</p> <p>Maternity leave and pay (temporary schedule)</p> <p>Introduction</p> <ol style="list-style-type: none"> 1. All employees will have the right to take 52 weeks of maternity leave 2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme. 3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment. 4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose. 		

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		<p>5. Paragraph 65 explains how to get further information about employees' statutory entitlements.</p> <p>6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.</p> <p>Eligibility</p> <p>7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:</p> <ul style="list-style-type: none"> - (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth; - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter): <ul style="list-style-type: none"> (a) of her intention to take maternity leave; (b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 8 below); (c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended; (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth. <p>Changing the Maternity Leave Start Date</p>		

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		<p>8. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).</p> <p>Confirming Maternity Leave and Pay</p> <p>9. Following discussion with the employee, the employer should confirm in writing:</p> <ul style="list-style-type: none"> - (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement); - (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and - (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below); - (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date. <p>Keeping in Touch</p> <p>10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:</p> <ul style="list-style-type: none"> - (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work; - (ii) keeping the employer in touch with any developments that may affect her intended date of return. 		

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		<p>Work During the Maternity Leave Period</p> <p>Keeping in Touch Days</p> <p>11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.</p> <p>12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.</p> <p>13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.</p> <p>14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.</p> <p>15. —An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby</p> <p>16. The work can be consecutive or not and can included training or other activities which enable the employee to keep in touch with the workplace.</p> <p>17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.</p> <p>18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.</p> <p>19. Working for part of any day will count as one KIT day</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34</p> <p>Paid Maternity Leave</p> <p>Amount of Pay</p> <p>21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:</p> <ul style="list-style-type: none"> - (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable; - (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable, providing the total receivable does not exceed full pay. - (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme <p>22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.</p> <p>Calculation of Maternity Pay</p> <p>23. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:</p> <ul style="list-style-type: none"> - (i) in the event of a pay award or annual increment being implemented <u>before</u> the paid maternity leave period begins, the maternity pay should be calculated as though the 		

	Schedule no.	Amendment	Date amended	Circular number
		<p>pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;</p> <ul style="list-style-type: none"> - (ii) in the event of a pay award or annual increment being implemented <u>during</u> the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis; - (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay. <p>Unpaid Contractual Leave</p> <p>24. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances for example, where employees have sick pre-term babies or multiple births.</p> <p>Commencement and Duration of Leave</p> <p>25. An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.</p> <p>Sickness Prior to Childbirth</p> <p>26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.</p> <p>27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.</p> <p>Pre-term Birth</p> <p>28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.</p> <p>29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.</p> <p>30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.</p> <p>31. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may spilt her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.</p> <p>Still Birth</p> <p>32. Where an employee's baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.</p> <p>Miscarriage</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>33. Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.</p> <p>Health and Safety of Employees Pre and Post Birth</p> <p>34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.</p> <p>35. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.</p> <p>Return to Work</p> <p>36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.</p> <p>37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.</p> <p>Returning on Flexible Working Arrangements</p> <p>38. If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.</p>		

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		<p>39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.</p> <p>Sickness Following the End of Maternity Leave</p> <p>40. In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.</p> <p>Failure to Return to Work</p> <p>41. If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.</p> <p>Miscellaneous Provisions</p> <p>Fixed – Term Contracts or Training Contracts</p> <p>42. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii) (a), 7 (ii) (b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.</p> <p>43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.</p> <p>44. If there is no right of return to be exercised because the contract would have ended if</p>		

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		<p>pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 41 above will not apply.</p> <p>45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.</p> <p>Rotational Training Contracts</p> <p>46. Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.</p> <p>Contractual rights</p> <p>47. During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.</p> <p>Increments</p> <p>48. Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.</p> <p>Accrual of Annual Leave</p> <p>49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.</p> <p>50. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The</p>		

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		<p>amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer. Payment in lieu may be considered as an option where accrual of annual leave exceeds normal carry over provisions.</p> <p>Pensions</p> <p>51. Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.</p> <p>Antenatal Care</p> <p>52. Pregnant employees have the right to paid time off for antenatal care. Antenatal care includes relaxation and parent-craft classes as well as appointments for antenatal care.</p> <p>Post-natal Care and Breastfeeding Mothers</p> <p>53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.</p> <p>54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:</p> <ul style="list-style-type: none"> ○ a clean, healthy and safe environment for women who are breastfeeding, ○ suitable access to a private room to express and store milk in an appropriate refrigerator. <p>Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work</p> <p>Employees Not Returning to NHS Employment</p> <p>55. An employee who satisfies the conditions in paragraph 7, except that she does not intend</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.</p> <p>Employees With Less Than Twelve Months Continuous Service</p> <p>56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.</p> <p>57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.</p> <p>58. All employees will have a right to take 52 weeks of maternity leave whether they return to NHS Employment or not.</p> <p>59. Paragraph 65 contains further information on statutory maternity entitlements.</p> <p>Continuous Service</p> <p>60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 7 (i) the following provisions shall apply:</p> <ul style="list-style-type: none"> (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service; - (ii) a break in service of three months or less will be disregarded (though not count as service). <p>61. The following breaks in service will also be disregarded (though not count as service);</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> - (i) employment under the terms of an honorary contract; - (ii) employment as a locum with a general practitioner for a period not exceeding twelve months; - (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned; - (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return; - (v) absence on a employment break scheme in accordance with the provisions of Schedule 25 ; - (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement. <p>62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.</p> <p>63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.</p> <p>64. Employers have the discretion to count other previous NHS service or service with other employers.</p> <p>Information about Statutory Maternity/Adoption and Paternity Maternity Leave and Pay</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>65. There are occasions when employees are entitled to other statutory benefits/allowances and Information about all statutory maternity/adoption and paternity rights can be found using the following links:</p> <p>http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-pay/guidance/page21116.html</p> <p>http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp</p> <p>http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html</p> <p>Information about Health and Safety for new and expectant mothers at work can be found using the following link:-</p> <p>www.hse.gov.uk</p>		
39	Schedule 27	<p><i>Insert</i></p> <p>Caring for Children and Adults (Temporary Schedule)</p> <p>General</p> <p>1. All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations Act for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Schedules 25, 28 and 29.</p>	30 July 2007	PC(M&D) 5/2007

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		<p>2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the NHS to improve the quality of working life.</p> <p>3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy</p> <p>Child and Dependant Care</p> <p>4. Childcare covers a range of care choices for children from birth up to age 14 years.</p> <p>5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment</p> <p>6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:</p> <ul style="list-style-type: none"> - the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked; - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories; - equality of access to child and dependant care and affordability, respecting the 		

	Schedule no.	Amendment	Date amended	Circular number
		<p>diversity of personal domestic circumstances;</p> <ul style="list-style-type: none"> - guidelines on eligibility; - how the policy relates to other Schedules, in particular those covering leave and flexible working arrangements; - the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available; - partnership options with other employers and trade unions; - allocation of senior management responsibility for the operation and monitoring of the policy. <p>7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.</p> <p>8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.</p> <p>9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.</p> <p>10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.</p>		

	Schedule no.	Amendment	Date amended	Circular number
40	Schedule 28	<p>Insert</p> <p>Flexible Working Arrangements</p> <p>General</p> <ol style="list-style-type: none"> 1. NHS employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives. 2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination Act, and staff returning from maternity leave (see Section 15). 3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer. 4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff. 5. Policies for flexible working should be made clear to all employees. 6. Employers should develop policies on flexible working which, as far as is practicable, should include: 	30 July 2007	PC(M&D) 5/2007

	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> • part-time working, where a person works to a pattern and number of hours by mutual agreement; • job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them; • flexi-time, where employees can choose their own start and finish time around fixed core hours; • annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year; • flexible rostering, using periods of work of differing lengths within an agreed overall period; • term-time working, where people work during the school term but not during school holidays; • school-time contracts; • teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation; • voluntary reduced working time, where people work reduced hours by agreement at a reduced salary; • fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering. • Flexible retirement 		

	Schedule no.	Amendment	Date amended	Circular number
		<p>7. Flexible working arrangements should be available to all employees.</p> <p>8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.</p> <p>9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.</p> <p>10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.</p> <p style="text-align: center;">Monitoring and Review</p> <p>11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.</p> <p>12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.</p> <p>13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.</p>		
41	Schedule 29	<p>Insert</p> <p>Balancing Work and Personal Life</p> <p>GENERAL</p>	30 July 2007	PC(M&D) 5/2007

	Schedule no.	Amendment	Date amended	Circular number
		<p>1. NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.</p> <p>2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Schedules.</p> <p>3. Arrangements should be agreed between employers and local staff representatives.</p> <p>4. A dependant is someone who is married to, or is a partner or civil partner, “a near relative” or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.</p> <p>FORMS OF LEAVE</p> <p>Parental Leave</p> <p>5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks’ leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.</p> <p>6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).</p> <p>7. Leave arrangements need to be as flexible as possible, so that the leave may be</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.</p> <p>8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.</p> <p>9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.</p> <p>10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.</p> <p>Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave</p> <p>11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.</p> <p>12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.</p> <p>13. Eligibility for occupational paid maternity support pay will be twelve months'</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.</p> <p>14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.</p> <p>15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.</p> <p>16. Reasonable paid time off to attend ante-natal classes will also be given.</p> <p>17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).</p> <p>Adoption Leave and Pay</p> <p>18. All employees are entitled to take 52 weeks adoption leave.</p> <p>19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.</p> <p>20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.</p> <p>21. Where the child is below the age of 18 adoption leave and pay will be in line with the</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>maternity leave and pay provisions as set out in this agreement.</p> <p>22. Eligibility for occupational adoption pay will be twelve months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.</p> <p>23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.</p> <p>24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.</p> <p>25. Reasonable time off to attend official meetings in the adoption process should also be given.</p> <p>26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.</p> <p>Keeping in Touch</p> <p>Work during the Adoption Leave Period</p> <p>Keeping in Touch Days</p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Schedule 24.</p> <p>Leave/Time Off for Domestic Reasons</p> <p>28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.</p> <p>29. These provisions should cover all employees.</p> <p>30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.</p> <p>31. If the need for time off continues, other options may be considered, such as a career break.</p> <p>32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.</p> <p>33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.</p> <p>Monitoring and Review</p> <p>34. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives</p> <p>35. Applications and outcomes should be monitored annually, in partnership with local staff representatives.</p>		

	Schedule no.	Amendment	Date amended	Circular number
		36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness		
		37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year		

*Pay and Negotiations Team
NHS Employers July 2007*