

## Terms and conditions – Consultants (England) 2003

### Record of amendments – Volume Two

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 (and volume one of the Record of Amendments) are posted on the NHS Employers website at

<http://www.nhsemployers.org/pay-conditions/pay-conditions-348.cfm>

	Schedule no.	Amendment	Date amended	Circular number
42		<p>Replace</p> <p><u>Schedule 13</u> <b>Basic salary and payment for additional programmed activities for consultants appointed before 31 October 2003</b></p> <p>1. <i>This Schedule applies to those whose first appointment as a NHS consultant is before 31 October 2003. Schedule 14 applies to those whose first appointment as a NHS consultant is on or after 31 October 2003. For the purposes of determining whether this Schedule or Schedule 14 applies, the date of appointment will be regarded as the date on which the consultant post was offered.</i></p> <p><b>Date of transfer</b></p>	1 April 2008	PC(M&D) 2/2008

	Schedule no.	Amendment	Date amended	Circular number
		<p>2. <i>Where a consultant subject to this Schedule has given a formal commitment to the new contract by 31 October 2003, pay increases under the new contract will be backdated to 1 April 2003. Where a consultant has given a formal commitment to the new contract between 31 October 2003 and 31 March 2004, pay increases will be backdated by three months from the date on which the commitment was given. In each case, backdating will be conditional upon a job plan being agreed within three months, except where this deadline is not met for reasons beyond the consultant's control. Consultants may choose any shorter period of backdating if they so wish. Where a consultant gives a commitment to the contract after 1 April 2004, there will be no backdating. A formal commitment for these purposes is not legally binding, but consultants are expected to enter into such a commitment in good faith and in the full expectation of taking up the new contract.</i></p> <p>3. <i>For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of transfer to these Terms and Conditions of Service, subject to being continuously employed in the NHS. For consultants who give a formal commitment to the new contract before 1 April 2004 and who therefore receive backdated increases in pay, the date of transfer will be regarded as the date to which increases in pay are backdated. For other consultants subject to this Schedule, the date of transfer will be the date on which the consultant first starts work under these Terms and Conditions.</i></p> <p><b>Annual pay uplift</b></p> <p>4. <i>All the rates of pay set out in this Schedule are at 2003/04 rates. The rates will be uplifted annually on 1 April. The rates will be increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April 2005 subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Thereafter, the rates of uplift will be</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p data-bbox="548 316 1234 344"><i>agreed following the recommendations of the DDRB.</i></p> <p data-bbox="465 384 775 413"><b>Definition of seniority</b></p> <p data-bbox="465 416 1626 683">5. <i>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 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.<sup>6</sup></i></p> <p data-bbox="465 722 1619 852">6. <i>The employing organisation will credit appropriate additional seniority to reflect any consultant level experience gained outwith the NHS consultant system, taking care to ensure that there is no double counting of this and any additional seniority granted at appointment by way of a higher point on the salary scale.</i></p> <p data-bbox="465 892 1619 1158">7. <i>Where a consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, credit appropriate additional seniority to ensure that the 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' seniority as a consultant on first appointment as a consultant). See separate guidance on part time contracts.</i></p> <p data-bbox="465 1198 887 1227"><b>Basic pay on commencement</b></p> <p data-bbox="465 1230 1610 1327">8. <i>On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• <i>for full-time consultants who have previously held a whole-time NHS consultant contract be as set out in Annex A;</i></li> <li>• <i>for full-time consultants who have previously held a maximum part-time NHS consultant contract be subject to the provisions in paragraph 17 below;</i></li> <li>• <i>for part-time consultants be pro rata to the levels set out in Annex A, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the standard ten Programmed Activities for full-time consultants.<sup>7,8</sup></i></li> </ul> <p>9. <i>Where a consultant holds discretionary points or a local clinical excellence award, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Annex A. Where a consultant holds a distinction award or a higher clinical excellence award, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points or local clinical excellence awards as the case may be.</i></p> <p>10. <i>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.<sup>9</sup></i></p> <p><b>Pay protection</b></p> <p>11. <i>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</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>exceeds the salary at the point of transfer).</i><sup>10</sup></p> <p>12. <i>This is provided the consultant continues to undertake the same level of duties and responsibilities and on-call commitments and remains employed by the same NHS organisation or equivalent successor organisation.</i></p> <p><b>Pay thresholds</b></p> <p>13. <i>Consultants will become eligible for pay thresholds at the intervals set out in Annex A on the anniversary of transfer to the contract (see paragraph 3 above).</i></p> <p>14. <i>The value of pay thresholds for full-time consultants who have previously held a whole-time NHS consultant contract will be as set out in Annex A.</i></p> <p>15. <i>The value of pay thresholds for part-time consultants will be pro rata to the levels in Annex A, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten minimum required Programmed Activities for full-time consultants.</i></p> <p>16. <i>The value of pay thresholds for full-time consultants who have previously held a maximum part-time NHS consultant contract will be as set out in paragraph 17 below.</i></p> <p><b>Former maximum part-time consultants</b></p> <p>17. <i>The basic salary for full-time consultants who have previously held a maximum part-time NHS consultant contract will be:</i></p> <ul style="list-style-type: none"> <li>• <i>in the first year under these Terms and Conditions (2003/04), their previous level of salary (including the annual pay uplift to which they would have been entitled had they remained on that contract) plus a third of the difference between this and the level of salary to which they would be entitled – as set out in Annex A – if they had previously held a whole time or part-time NHS</i></li> </ul>		

	Schedule no.	Amendment	Date amended	Circular number																				
		<p><i>consultant contract;</i></p> <ul style="list-style-type: none"> <li><i>in the second year under these Terms and Conditions (2004/05), their previous level of salary (including the annual pay uplifts to which they would have been entitled had they remained on that contract) plus two-thirds of the difference between this and the level of salary to which they would be entitled – as set out in Annex A – if they had previously held a whole time or part-time NHS consultant contract</i></li> <li><i>in the third and subsequent years under these Terms and Conditions, the same level of salary as is applicable for any consultant who has previously held a whole time or part-time NHS consultant contract.<sup>11</sup></i></li> </ul> <p><b>Annex A<sup>12, 34</sup></b>  <b>Pay progression for consultants appointed before 31 October 2003 (effective from 1 April 2007)</b></p> <table border="1" data-bbox="483 855 1650 1334"> <thead> <tr> <th data-bbox="483 855 645 959">Seniority at transfer</th> <th data-bbox="645 855 954 959">Years after transfer before threshold level changes</th> <th data-bbox="954 855 1122 959">Pay threshold</th> <th data-bbox="1122 855 1458 959">Basic salary (2007/08 rates)^</th> <th data-bbox="1458 855 1650 959">Pay scale</th> </tr> </thead> <tbody> <tr> <td data-bbox="483 959 645 1098">30+</td> <td data-bbox="645 959 954 1098">On transfer to new contract 1 year after transfer 2 years after transfer</td> <td data-bbox="954 959 1122 1098">7 8</td> <td data-bbox="1122 959 1458 1098">£86,153 £91,495 £96,831</td> <td data-bbox="1458 959 1650 1098">MC71</td> </tr> <tr> <td data-bbox="483 1098 645 1267">21-29</td> <td data-bbox="645 1098 954 1267">On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer</td> <td data-bbox="954 1098 1122 1267">6 7 8</td> <td data-bbox="1122 1098 1458 1267">£80,812 £86,153 £91,495 £96,831</td> <td data-bbox="1458 1098 1650 1267">MC70</td> </tr> <tr> <td data-bbox="483 1267 645 1334">20</td> <td data-bbox="645 1267 954 1334">On transfer to new contract</td> <td data-bbox="954 1267 1122 1334">6</td> <td data-bbox="1122 1267 1458 1334">£80,812 £86,153</td> <td data-bbox="1458 1267 1650 1334">MC69</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 1 year after transfer 2 years after transfer	7 8	£86,153 £91,495 £96,831	MC71	21-29	On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer	6 7 8	£80,812 £86,153 £91,495 £96,831	MC70	20	On transfer to new contract	6	£80,812 £86,153	MC69		
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Schedule no.	Amendment	Date amended	Circular number
	<i>1 year after transfer</i> 7 £91,495 <i>3 years after transfer</i> 8 £96,831 <i>4 years after transfer</i>		
19	<i>On transfer to new contract</i> <i>1 year after transfer</i> 6 £80,812 <i>3 years after transfer</i> 7 £86,153 <i>5 years after transfer</i> 8 £91,495 £96,831	MC68	
18	<i>On transfer to new contract</i> <i>2 years after transfer</i> 6 £80,812 <i>3 years after transfer</i> 7 £86,153 <i>5 years after transfer</i> 8 £91,495 £96,831	MC67	
17	<i>On transfer to new contract</i> <i>2 years after transfer</i> 6 £80,812 <i>4 years after transfer</i> 7 £86,153 <i>6 years after transfer</i> 8 £91,495 £96,831	MC66	
16	<i>On transfer to new contract</i> <i>3 years after transfer</i> 6 £80,812 <i>4 years after transfer</i> 7 £86,153 <i>7 years after transfer</i> 8 £91,495 £96,831	MC65	
15	<i>On transfer to new contract</i> <i>3 years on transfer</i> 6 £80,812 <i>4 years on transfer</i> 7 £86,153 <i>8 years on transfer</i> 8 £91,495 £96,831	MC64	
14	<i>On transfer to new contract</i> 6 £80,812 £86,153	MC63	

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



Schedule no.	Amendment	Date amended	Circular number		
	<p>9</p> <p><i>On transfer to new contract</i></p> <p>4 years after transfer</p> <p>9 years after transfer</p> <p>14 years after transfer</p>	<p>6</p> <p>7</p> <p>8</p>	<p>£80,812</p> <p>£86,153</p> <p>£91,495</p> <p>£96,831</p>	MC58	
	<p>8</p> <p><i>On transfer to new contract</i></p> <p>5 years after transfer</p> <p>10 years after transfer</p> <p>15 years after transfer</p>	<p>6</p> <p>7</p> <p>8</p>	<p>£80,812</p> <p>£86,153</p> <p>£91,495</p> <p>£96,831</p>	MC57	
	<p>7</p> <p><i>On transfer to new contract</i></p> <p>5 years after transfer</p> <p>10 years after transfer</p> <p>15 years after transfer</p>	<p>6</p> <p>7</p> <p>8</p>	<p>£80,812</p> <p>£86,153</p> <p>£91,495</p> <p>£96,831</p>	MC57	
	<p>6</p> <p><i>On transfer to new contract</i></p> <p>1 year after transfer</p> <p>5 years after transfer</p> <p>10 years after transfer</p> <p>15 years after transfer</p>	<p>5</p> <p>6</p> <p>7</p> <p>8</p>	<p>£79,690</p> <p>£80,812</p> <p>£86,153</p> <p>£91,495</p> <p>£96,831</p>	MC56	

	Schedule no.	Amendment				Date amended	Circular number	
		5	<i>On transfer to new contract</i> <i>1 year after transfer</i> <i>2 years after transfer</i> <i>6 years after transfer</i> <i>11 years after transfer</i> <i>16 years after transfer</i>	* 5 6 7 8	£78,569 £79,690 £80,812 £86,153 £91,495 £96,831	MC55		
		4	<i>On transfer to new contract</i> <i>1 year after transfer</i> <i>2 years after transfer</i> <i>3 years after transfer</i> <i>6 years after transfer</i> <i>11 years after transfer</i> <i>16 years after transfer</i>	3 4 5 6 7 8	£73,510 £76,320 £78,569 £80,812 £86,153 £91,495 £96,831	MC54		
		3	<i>On transfer to new contract</i> <i>1 year after transfer</i> <i>2 years after transfer</i> <i>3 years after transfer</i> <i>7 years after transfer</i> <i>12 years after transfer</i> <i>17 years after transfer</i>	* 4 5 6 7 8	£72,944 £75,193 £78,569 £80,812 £86,153 £91,495 £96,831	MC53		

	Schedule no.	Amendment				Date amended	Circular number	
		2	<i>On transfer to new contract</i> <i>1 year after transfer</i> <i>2 years after transfer</i> <i>3 years after transfer</i> <i>8 years after transfer</i> <i>13 years after transfer</i> <i>18 years after transfer</i>	2 4 5 6 7 8	£72,383 £74,071 £78,569 £80,812 £86,153 £91,495 £96,831	MC52		
		1	<i>On transfer to new contract</i> <i>1 year after transfer</i> <i>2 years after transfer</i> <i>3 years after transfer</i> <i>4 years after transfer</i> <i>9 years after transfer</i> <i>14 years after transfer</i> <i>19 years after transfer</i>	* 3 4 5 6 7 8	£71,822 £72,944 £76,320 £78,569 £80,812 £86,153 £91,495 £96,831	MC51		
<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><i>^annual updates on salary values are published on the NHS Employers website <a href="http://www.nhsemployers.org/">www.nhsemployers.org/</a></i></p>								

	Schedule no.	Amendment	Date amended	Circular number
		<p>With</p> <p><u>Schedule 13</u>  <b>Basic salary and payment for additional programmed activities for consultants appointed before 31 October 2003</b></p> <p>1. <i>This Schedule applies to those whose first appointment as a NHS consultant was before 31 October 2003. Schedule 14 applies to those whose first appointment as a NHS consultant was on or after 31 October 2003. For the purposes of determining whether this Schedule or Schedule 14 applies, the date of appointment will be regarded as the date on which the consultant post was offered.</i></p> <p><b>Date of transfer</b></p> <p>2. <i>Where a consultant subject to this Schedule gave a formal commitment to the new contract on or before 31 October 2003, pay increases under the new contract will be backdated to 1 April 2003. Where a consultant gave a formal commitment to the new contract between 31 October 2003 and 31 March 2004, pay increases will be backdated by three months from the date on which the commitment was given. In each case, backdating will be conditional upon a job plan being agreed within three months, except where this deadline was not met for reasons beyond the consultant's control. Consultants may choose any shorter period of backdating if they so wish. Where a consultant gives a commitment to the contract after 1 April 2004, there will be no backdating. A formal commitment for these purposes is not legally binding, but consultants are expected to enter into such a commitment in good faith and in the full expectation of taking up the new contract.</i></p> <p>3. <i>For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of transfer to these Terms and Conditions of Service, subject to being continuously employed in the NHS. For consultants who give a formal commitment to the new contract before 1 April 2004 and who therefore</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>received backdated increases in pay, the date of transfer will be regarded as the date to which increases in pay are backdated. For other consultants subject to this Schedule, the date of transfer will be the date on which the consultant first starts work under these Terms and Conditions.</i></p> <p><b>Pay Uplifts</b></p> <p>4. Increases to pay threshold values may be determined from time to time following the recommendations of the Review Body on Doctors' and Dentists' Remuneration</p> <p><b>Definition of seniority</b></p> <p>5. <i>Both salary on commencement and eligibility for subsequent pay thresholds will depend on a consultant's seniority (see Annex A, Table 1). 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). 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.<sup>6</sup></i></p> <p>6. <i>The employing organisation will credit appropriate additional seniority to reflect any consultant level experience gained outwith the NHS consultant system, taking care to ensure that there is no double counting of this and any additional seniority granted at appointment by way of a higher point on the salary scale.</i></p> <p>7. <i>Where a consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, credit appropriate additional seniority to ensure that the consultant is not prevented from reaching the pay threshold they would</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>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' seniority as a consultant on first appointment as a consultant). See separate guidance on part time contracts.</i></p> <p><b>Basic pay on commencement</b></p> <p>8. <i>On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:</i></p> <ul style="list-style-type: none"> <li>• <i>for full-time consultants who have previously held a whole-time NHS consultant contract and full-time consultants who have previously held a maximum part-time NHS consultant contract be as referred to by Annex A, Note 1;</i></li> <li>• <i>for part-time consultants be pro rata to the levels referred to by Annex A, Note 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the standard ten Programmed Activities for full-time consultants.<sup>7,8</sup></i></li> </ul> <p>9. <i>Where a consultant holds discretionary points or a local clinical excellence award, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates referred to by Annex A, Note 1. Where a consultant holds a distinction award or a higher clinical excellence award, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points or local clinical excellence awards as the case may be.</i></p> <p>10. <i>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.<sup>9</sup></i></p>		

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		<p><b>Pay protection</b></p> <p>11. <i>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 who transferred 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).<sup>10</sup></i></p> <p>12. <i>This is provided the consultant continues to undertake the same level of duties and responsibilities and on-call commitments and remains employed by the same NHS organisation or equivalent successor organisation.</i></p> <p><b>Pay thresholds</b></p> <p>13. <i>Consultants will become eligible for pay thresholds at the intervals set out in Annex A, Table 1 on the anniversary of transfer to the contract (see paragraph 3 above).</i></p> <p>14. <i>The value of pay thresholds for full-time consultants who have previously held a whole-time NHS consultant contract will be as referred to by Annex A, Note 1.</i></p> <p>15. <i>The value of pay thresholds for part-time consultants will be pro rata to the levels referred to by Annex A, Note 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten standard Programmed Activities for full-time consultants.</i></p> <p>16. <i>Unallocated.</i></p> <p>17. <i>Unallocated.</i><sup>11</sup></p>		

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		<p><b>Annex A</b><sup>12, 34</sup></p> <p>Note 1: Pay rates for consultants appointed before 31 October 2003 can be found in the latest Pay Circular [see Annex A of the Pay Circular: Section 2: Annex A] which is available on the NHS Employers website at <a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-2339.cfm">www.nhsemployers.org/pay-conditions/pay-conditions-2339.cfm</a></p> <p>Table 1: Pay progression for consultants appointed before 31 October 2003</p> <table border="1" data-bbox="483 683 1648 1334"> <thead> <tr> <th data-bbox="483 683 654 785">Seniority at transfer</th> <th data-bbox="654 683 1066 785">Years after transfer before threshold level changes</th> <th data-bbox="1066 683 1236 785">Pay threshold</th> <th data-bbox="1236 683 1460 785"></th> <th data-bbox="1460 683 1648 785">Pay scale</th> </tr> </thead> <tbody> <tr> <td data-bbox="483 785 654 887">30+</td> <td data-bbox="654 785 1066 887">On transfer to new contract 1 year after transfer 2 years after transfer</td> <td data-bbox="1066 785 1236 887">7 8</td> <td data-bbox="1236 785 1460 887"></td> <td data-bbox="1460 785 1648 887">MC71</td> </tr> <tr> <td data-bbox="483 887 654 1027">21-29</td> <td data-bbox="654 887 1066 1027">On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer</td> <td data-bbox="1066 887 1236 1027">6 7 8</td> <td data-bbox="1236 887 1460 1027"></td> <td data-bbox="1460 887 1648 1027">MC70</td> </tr> <tr> <td data-bbox="483 1027 654 1161">20</td> <td data-bbox="654 1027 1066 1161">On transfer to new contract 1 year after transfer 3 years after transfer 4 years after transfer</td> <td data-bbox="1066 1027 1236 1161">6 7 8</td> <td data-bbox="1236 1027 1460 1161"></td> <td data-bbox="1460 1027 1648 1161">MC69</td> </tr> <tr> <td data-bbox="483 1161 654 1302">19</td> <td data-bbox="654 1161 1066 1302">On transfer to new contract 1 year after transfer 3 years after transfer 5 years after transfer</td> <td data-bbox="1066 1161 1236 1302">6 7 8</td> <td data-bbox="1236 1161 1460 1302"></td> <td data-bbox="1460 1161 1648 1302">MC68</td> </tr> <tr> <td data-bbox="483 1302 654 1334">18</td> <td data-bbox="654 1302 1066 1334">On transfer to new contract</td> <td data-bbox="1066 1302 1236 1334"></td> <td data-bbox="1236 1302 1460 1334"></td> <td data-bbox="1460 1302 1648 1334"></td> </tr> </tbody> </table>	Seniority at transfer	Years after transfer before threshold level changes	Pay threshold		Pay scale	30+	On transfer to new contract 1 year after transfer 2 years after transfer	7 8		MC71	21-29	On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer	6 7 8		MC70	20	On transfer to new contract 1 year after transfer 3 years after transfer 4 years after transfer	6 7 8		MC69	19	On transfer to new contract 1 year after transfer 3 years after transfer 5 years after transfer	6 7 8		MC68	18	On transfer to new contract					
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19	On transfer to new contract 1 year after transfer 3 years after transfer 5 years after transfer	6 7 8		MC68																														
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	Schedule no.	Amendment				Date amended	Circular number
			2 years after transfer 3 years after transfer 5 years after transfer	6 7 8		MC67	
		17	On transfer to new contract 2 years after transfer 4 years after transfer 6 years after transfer	6 7 8		MC66	
		16	On transfer to new contract 3 years after transfer 4 years after transfer 7 years after transfer	6 7 8		MC65	
		15	On transfer to new contract 3 years on transfer 4 years on transfer 8 years on transfer	6 7 8		MC64	
		14	On transfer to new contract 3 years after transfer 5 years after transfer 9 years after transfer	6 7 8		MC63	
		13	On transfer to new contract 3 years after transfer 5 years after transfer 10 years after transfer	6 7 8		MC62	
		12	On transfer to new contract 3 years after transfer 6 years after transfer 11 years after transfer	6 7 8		MC61	
		11	On transfer to new contract 4 years after transfer 7 years after transfer	6 7		MC60	

	Schedule no.	Amendment				Date amended	Circular number
			<i>12 years after transfer</i>	8			
	10		<i>On transfer to new contract</i>			MC59	
			<i>4 years after transfer</i>	6			
			<i>8 years after transfer</i>	7			
			<i>13 years after transfer</i>	8			
	9		<i>On transfer to new contract</i>			MC58	
			<i>4 years after transfer</i>	6			
			<i>9 years after transfer</i>	7			
			<i>14 years after transfer</i>	8			
	8		<i>On transfer to new contract</i>			MC57	
			<i>5 years after transfer</i>	6			
			<i>10 years after transfer</i>	7			
			<i>15 years after transfer</i>	8			
	7		<i>On transfer to new contract</i>			MC57	
			<i>5 years after transfer</i>	6			
			<i>10 years after transfer</i>	7			
			<i>15 years after transfer</i>	8			
	6		<i>On transfer to new contract</i>			MC56	
			<i>1 year after transfer</i>	5			
			<i>5 years after transfer</i>	6			
			<i>10 years after transfer</i>	7			
			<i>15 years after transfer</i>	8			
	5		<i>On transfer to new contract</i>			MC55	
			<i>1 year after transfer</i>	*			
			<i>2 years after transfer</i>	5			
			<i>6 years after transfer</i>	6			
			<i>11 years after transfer</i>	7			
			<i>16 years after transfer</i>	8			

	Schedule no.	Amendment				Date amended	Circular number	
		4	<i>On transfer to new contract</i> 1 year after transfer 2 years after transfer 3 years after transfer 6 years after transfer 11 years after transfer 16 years after transfer	3 4 5 6 7 8		MC54		
		3	<i>On transfer to new contract</i> 1 year after transfer 2 years after transfer 3 years after transfer 7 years after transfer 12 years after transfer 17 years after transfer	* 4 5 6 7 8		MC53		
		2	<i>On transfer to new contract</i> 1 year after transfer 2 years after transfer 3 years after transfer 8 years after transfer 13 years after transfer 18 years after transfer	2 4 5 6 7 8		MC52		
		1	<i>On transfer to new contract</i> 1 year after transfer 2 years after transfer 3 years after transfer 4 years after transfer 9 years after transfer 14 years after transfer 19 years after transfer	* 3 4 5 6 7 8		MC51		
*For consultants with seniority of 1,3 or 5 years on transition, the first pay threshold is for								

	Schedule no.	Amendment	Date amended	Circular number
		<i>transitional purposes</i>		
43		<p>Replace</p> <p><u>Schedule 14</u>  <b>Basic salary and payment for additional programmed activities for consultants appointed after 31 October 2003</b></p> <ol style="list-style-type: none"> <li>1. <i>This Schedule applies to all those whose first appointment as a NHS consultant is on or after 31 October 2003. For these purposes, the date of appointment will be regarded as the date on which the consultant post was offered.</i></li> <li>2. <i>For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of appointment, subject to being continuously employed in the NHS. For these purposes, the date of appointment will be regarded as the date on which the consultant first started work as a consultant subject to these Terms and Conditions.</i></li> </ol> <p><b>Annual pay uplift</b></p> <ol style="list-style-type: none"> <li>3. <i>All the rates of pay set out in this Schedule are at 2003/04 rates. The rates will be uplifted annually on 1 April. The rates will be increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Thereafter, the rates of uplift will be agreed following the recommendations of the DDRB.</i></li> </ol> <p><b>Basic pay and pay thresholds</b></p> <ol style="list-style-type: none"> <li>4. <i>On commencement, basic salary – and payments for any additional Programmed</i></li> </ol>	1 April 2008	PC(M&D) 2/2008

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>Activities – will be the first of the thresholds set out in Table 1 below, subject to paragraphs 5 and 6 below.</i></p> <p>5. <i>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.<sup>13</sup></i></p> <p>6. <i>Where a consultant’s training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, set basic salary on commencement at a higher threshold to ensure that the 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 service where a consultant would not otherwise be able to reach the same pay threshold).<sup>14</sup></i></p> <p>7. <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.<sup>15</sup></i></p> <p>8. <i>Consultants will become eligible for additional pay thresholds at the intervals set out in Table 1 above on the anniversary of appointment (see paragraph 2 above).</i></p> <p>9. <i>The value of pay thresholds for part-time consultants will be pro rata to the levels in Table 1, based on the number of agreed weekly Programmed Activities in the consultant’s Job Plan as a proportion of the ten standard Programmed Activities for full-time consultants.</i></p>		

	Schedule no.	Amendment	Date amended	Circular number																																													
		<p data-bbox="465 316 1641 480">10. <i>Where a consultant holds a local clinical excellence award, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Table 1. Where a consultant holds a higher clinical excellence award, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of local clinical excellence awards.</i></p> <p data-bbox="465 512 645 544"><b>Annex B</b><sup>16, 35</sup></p> <p data-bbox="465 584 1603 647"><i>Pay progression for consultants appointed on or after 31 October 2003 (effective from 1 April 2007)</i></p> <table border="1" data-bbox="465 683 1641 1339"> <thead> <tr> <th data-bbox="472 687 656 783"><b>Threshold</b></th> <th data-bbox="656 687 882 783"><b>Years completed as a consultant</b></th> <th data-bbox="882 687 1093 783"><b>Basic salary 2007/8<sup>^</sup></b></th> <th data-bbox="1093 687 1375 783"><b>Period before eligibility for next threshold</b></th> <th data-bbox="1375 687 1641 783"><b>Payroll point</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="472 783 656 855">1</td> <td data-bbox="656 783 882 855">0</td> <td data-bbox="882 783 1093 855">£71,822</td> <td data-bbox="1093 783 1375 855">1 year</td> <td data-bbox="1375 783 1641 855">MC72 Point 00</td> </tr> <tr> <td data-bbox="472 855 656 927">2</td> <td data-bbox="656 855 882 927">1</td> <td data-bbox="882 855 1093 927">£74,071</td> <td data-bbox="1093 855 1375 927">1 year</td> <td data-bbox="1375 855 1641 927">MC72 Point 01</td> </tr> <tr> <td data-bbox="472 927 656 999">3</td> <td data-bbox="656 927 882 999">2</td> <td data-bbox="882 927 1093 999">£76,320</td> <td data-bbox="1093 927 1375 999">1 year</td> <td data-bbox="1375 927 1641 999">MC72 Point 02</td> </tr> <tr> <td data-bbox="472 999 656 1070">4</td> <td data-bbox="656 999 882 1070">3</td> <td data-bbox="882 999 1093 1070">£78,569</td> <td data-bbox="1093 999 1375 1070">1 year</td> <td data-bbox="1375 999 1641 1070">MC72 Point 03</td> </tr> <tr> <td data-bbox="472 1070 656 1142">5</td> <td data-bbox="656 1070 882 1142">4</td> <td data-bbox="882 1070 1093 1142">£80,812</td> <td data-bbox="1093 1070 1375 1142">5 years</td> <td data-bbox="1375 1070 1641 1142">MC72 Point 04</td> </tr> <tr> <td data-bbox="472 1142 656 1214"></td> <td data-bbox="656 1142 882 1214">5</td> <td data-bbox="882 1142 1093 1214">£80,812</td> <td data-bbox="1093 1142 1375 1214">4 years</td> <td data-bbox="1375 1142 1641 1214">MC72 Point 05</td> </tr> <tr> <td data-bbox="472 1214 656 1286"></td> <td data-bbox="656 1214 882 1286">6</td> <td data-bbox="882 1214 1093 1286">£80,812</td> <td data-bbox="1093 1214 1375 1286">3 years</td> <td data-bbox="1375 1214 1641 1286">MC72 Point 06</td> </tr> <tr> <td data-bbox="472 1286 656 1339"></td> <td data-bbox="656 1286 882 1339">7</td> <td data-bbox="882 1286 1093 1339">£80,812</td> <td data-bbox="1093 1286 1375 1339">2 years</td> <td data-bbox="1375 1286 1641 1339">MC72 Point 07</td> </tr> </tbody> </table>	<b>Threshold</b>	<b>Years completed as a consultant</b>	<b>Basic salary 2007/8<sup>^</sup></b>	<b>Period before eligibility for next threshold</b>	<b>Payroll point</b>	1	0	£71,822	1 year	MC72 Point 00	2	1	£74,071	1 year	MC72 Point 01	3	2	£76,320	1 year	MC72 Point 02	4	3	£78,569	1 year	MC72 Point 03	5	4	£80,812	5 years	MC72 Point 04		5	£80,812	4 years	MC72 Point 05		6	£80,812	3 years	MC72 Point 06		7	£80,812	2 years	MC72 Point 07		
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	Schedule no.	Amendment					Date amended	Circular number
			8	£80,812	1 year	MC72 Point 08		
	6		9	£86,153	5 years	MC72 Point 09		
			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		
<p><i>^annual updates on salary values are published on the NHS Employers website <a href="http://www.nhsemployers.org/">www.nhsemployers.org/</a></i></p>								

	Schedule no.	Amendment	Date amended	Circular number
		<p>With</p> <p><u>Schedule 14</u>  <b>Basic salary and payment for additional programmed activities for consultants appointed after 31 October 2003</b></p> <ol style="list-style-type: none"> <li>1. <i>This Schedule applies to all those whose first appointment as a NHS consultant is on or after 31 October 2003. For these purposes, the date of appointment will be regarded as the date on which the consultant post was offered.</i></li> <li>2. <i>For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of appointment, subject to being continuously employed in the NHS. For these purposes, the date of appointment will be regarded as the date on which the consultant first started work as a consultant subject to these Terms and Conditions.</i></li> </ol> <p><b>Pay Uplifts</b></p> <ol style="list-style-type: none"> <li>3. <i>Increases to pay threshold values may be determined from time to time following the recommendations of the Review Body on Doctors' and Dentists' Remuneration.</i></li> </ol> <p><b>Basic pay and pay thresholds</b></p> <ol style="list-style-type: none"> <li>4. <i>On commencement, basic salary – and payments for any additional Programmed Activities – will be the first of the thresholds referred to by Annex B, Note 1, subject to paragraphs 5 and 6 below.</i></li> <li>5. <i>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.<sup>13</sup></i></li> </ol>		



	Schedule no.	Amendment	Date amended	Circular number
		<p>6. <i>Where a consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, set basic salary on commencement at a higher threshold to ensure that the 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 service where a consultant would not otherwise be able to reach the same pay threshold).<sup>14</sup></i></p> <p>7. <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.<sup>15</sup></i></p> <p>8. <i>Consultants will become eligible for additional pay thresholds at the intervals in Annex B, Table 1 on the anniversary of appointment (see paragraph 2 above).</i></p> <p>9. <i>The value of pay thresholds for part-time consultants will be pro rata to the levels referred to by Annex B, Note 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten standard Programmed Activities for full-time consultants.</i></p> <p>10. <i>Where a consultant holds a local clinical excellence award, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates referred to by Annex B, Note 1 . Where a consultant holds a higher clinical excellence award, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of local clinical excellence awards.</i></p> <p><b>Annex B</b><sup>16, 35</sup></p>		

	Schedule no.	Amendment	Date amended	Circular number																																													
		<p data-bbox="465 347 1621 480"><i>Note 1: Pay rates for consultants appointed on or after 31 October 2003 can be found in the latest Pay Circular [see Annex A of the Pay Circular: Section 2: Annex B] which is available on the NHS Employers website at <a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-2339.cfm">www.nhsemployers.org/pay-conditions/pay-conditions-2339.cfm</a></i></p> <p data-bbox="465 549 1503 580"><i>Table 1: Pay progression for consultants appointed on or after 31 October 2003</i></p> <table border="1" data-bbox="465 647 1650 1303"> <thead> <tr> <th data-bbox="465 647 656 751"><b>Threshold</b></th> <th data-bbox="656 647 882 751"><b>Years completed as a consultant</b></th> <th data-bbox="882 647 1090 751"></th> <th data-bbox="1090 647 1375 751"><b>Period before eligibility for next threshold</b></th> <th data-bbox="1375 647 1650 751"><b>Payroll point</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="465 751 656 820">1</td> <td data-bbox="656 751 882 820">0</td> <td data-bbox="882 751 1090 820"></td> <td data-bbox="1090 751 1375 820">1 year</td> <td data-bbox="1375 751 1650 820">MC72 Point 00</td> </tr> <tr> <td data-bbox="465 820 656 888">2</td> <td data-bbox="656 820 882 888">1</td> <td data-bbox="882 820 1090 888"></td> <td data-bbox="1090 820 1375 888">1 year</td> <td data-bbox="1375 820 1650 888">MC72 Point 01</td> </tr> <tr> <td data-bbox="465 888 656 957">3</td> <td data-bbox="656 888 882 957">2</td> <td data-bbox="882 888 1090 957"></td> <td data-bbox="1090 888 1375 957">1 year</td> <td data-bbox="1375 888 1650 957">MC72 Point 02</td> </tr> <tr> <td data-bbox="465 957 656 1026">4</td> <td data-bbox="656 957 882 1026">3</td> <td data-bbox="882 957 1090 1026"></td> <td data-bbox="1090 957 1375 1026">1 year</td> <td data-bbox="1375 957 1650 1026">MC72 Point 03</td> </tr> <tr> <td data-bbox="465 1026 656 1094">5</td> <td data-bbox="656 1026 882 1094">4</td> <td data-bbox="882 1026 1090 1094"></td> <td data-bbox="1090 1026 1375 1094">5 years</td> <td data-bbox="1375 1026 1650 1094">MC72 Point 04</td> </tr> <tr> <td data-bbox="465 1094 656 1163"></td> <td data-bbox="656 1094 882 1163">5</td> <td data-bbox="882 1094 1090 1163"></td> <td data-bbox="1090 1094 1375 1163">4 years</td> <td data-bbox="1375 1094 1650 1163">MC72 Point 05</td> </tr> <tr> <td data-bbox="465 1163 656 1232"></td> <td data-bbox="656 1163 882 1232">6</td> <td data-bbox="882 1163 1090 1232"></td> <td data-bbox="1090 1163 1375 1232">3 years</td> <td data-bbox="1375 1163 1650 1232">MC72 Point 06</td> </tr> <tr> <td data-bbox="465 1232 656 1303"></td> <td data-bbox="656 1232 882 1303">7</td> <td data-bbox="882 1232 1090 1303"></td> <td data-bbox="1090 1232 1375 1303">2 years</td> <td data-bbox="1375 1232 1650 1303">MC72 Point 07</td> </tr> </tbody> </table>	<b>Threshold</b>	<b>Years completed as a consultant</b>		<b>Period before eligibility for next threshold</b>	<b>Payroll point</b>	1	0		1 year	MC72 Point 00	2	1		1 year	MC72 Point 01	3	2		1 year	MC72 Point 02	4	3		1 year	MC72 Point 03	5	4		5 years	MC72 Point 04		5		4 years	MC72 Point 05		6		3 years	MC72 Point 06		7		2 years	MC72 Point 07		
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	Schedule no.	Amendment					Date amended	Circular number		
			8		1 year	MC72 Point 08				
		6	9		5 years	MC72 Point 09				
			10		4 years	MC72 Point 10				
			11		3 years	MC72 Point 11				
			12		2 years	MC72 Point 12				
			13		1 year	MC72 Point 13				
		7	14		5 years	MC72 Point 14				
			15		4 years	MC72 Point 15				
			16		3 years	MC72 Point 16				
			17		2 years	MC72 Point 17				
			18		1 year	MC72 Point 18				
		8	19		-	MC72 Point 19				
44	Schedule 16 paragraph 8	Replace 8. <i>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</i>							1 April 2008	PC(M&D) 2/2008

	<b>Schedule no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<p><i>consultants on the same rota.</i></p> <p>With</p> <p>8. <i>Unallocated.</i></p>		
45	Schedule 16 paragraph 9	<p>Replace</p> <p><b><i>London weighting allowance</i></b></p> <p>9. <i>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.</i></p> <p>With</p> <p><b><i>London Weighting Allowance</i></b></p> <p>9. <i>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 Pay Circulars advising national rates of pay.</i></p>	1 April 2008	PC(M&D) 2/2008
46	Schedule 16 paragraph 10	<p>Replace</p> <p>10. <i>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 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'</i></p>	1 April 2008	PC(M&D) 2/2008

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>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.</i></p> <p>With</p> <p>10. <i>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 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 Pay Circulars advising national rates of pay, unless he or she is employed at a unit described in paragraph 9 above.</i></p>		
47	Schedule 16 paragraph 11	<p>Replace</p> <p>11. <i>A reduced rate of allowance is payable to resident staff who receive free accommodation.</i></p> <p>With</p> <p>11. <i>A reduced rate of London Weighting is payable to resident staff who receive free accommodation.</i></p>	1 April 2008	PC(M&D) 2/2008
48	Schedule 16 paragraph 16	<p>Replace</p> <p><b>Other payments and allowances</b></p> <p>16. <i>A consultant may be entitled to certain other payments and allowances at the discretion of the employing authority.</i></p> <p>With</p> <p><b>Other payments and allowances</b></p> <p>16. <i>A consultant may be entitled to certain other payments and allowances at the discretion of the employing organisation.</i></p>	1 April 2008	PC(M&D) 2/2008

	<b>Schedule no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
49	Schedule 16 paragraph 17	<p>Replace</p> <p><b>Directors of public health</b></p> <p>17. <i>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:</i></p> <p><i>Band A: Director of Public Health – Regional Posts</i>  <i>Band B: Director of Public Health – population over 450,000</i>  <i>Band C: Director of Public Health – population 250,000 - 449,999</i>  <i>Band D: Director of Public Health – population 50,000 - 249,999</i></p> <p>With</p> <p><b>Directors of Public Health</b></p> <p>17. <i>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 Pay Circulars 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:</i></p> <p><i>Band A: Director of Public Health – Regional Posts</i>  <i>Band B: Director of Public Health – population over 450,000</i>  <i>Band C: Director of Public Health – population 250,000 - 449,999</i></p>	1 April 2008	PC(M&D) 2/2008

	<b>Schedule no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<i>Band D: Director of Public Health – population 50,000 - 249,999</i>		
50	Schedule 16 paragraph 18	<p>Replace</p> <p>18. <i>Supplements shall be an element of remuneration and shall be superannuable.</i></p> <p>With</p> <p>18. <i>Supplements shall be an element of remuneration and shall be pensionable.</i></p>	1 April 2008	PC(M&D) 2/2008
51	Schedule 16 paragraph 21	<p>Replace</p> <p>21. <i>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.</i></p> <p>With</p> <p>21. <i>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, a Director of Public Health shall retain the cash value of his or her existing supplement for so long as that remains more favourable.</i></p>	1 April 2008	PC(M&D) 2/2008
52	Schedule 17		1 April 2008	PC(M&D)

	Schedule no.	Amendment	Date amended	Circular number
		<p>Replace</p> <ol style="list-style-type: none"> <li>1. <i>The consultant will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 1995 (as amended). The Scheme is a final salary scheme with benefits based on the best of the last three years pensionable pay.</i></li>   <li>2. <i>The consultant will be eligible for membership of a NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 1995 (as amended).</i></li>   <li>3. <i>The following will be pensionable in the NHS Pension Scheme:</i> <ul style="list-style-type: none"> <li>• <i>the consultant's basic salary (up to ten Programmed Activities), including pay thresholds;</i></li> <li>• <i>enhancements to basic salary by way of any discretionary points, distinction awards or clinical excellence awards;</i></li> <li>• <i>any on-call availability supplement;</i></li> <li>• <i>any London Weighting Allowance; and</i></li> <li>• <i>fees for domiciliary visits not undertaken during Programmed Activities.</i></li> </ul> </li>   <li>4. <i>The following will not be pensionable in the NHS Pension Scheme:</i> <ul style="list-style-type: none"> <li>• <i>travelling, subsistence, and other expenses paid as a consequence of the consultant's work for the employing organisation or the wider NHS;</i></li> <li>• <i>any recruitment or retention premium;</i></li> <li>• <i>any payments for additional Programmed Activities; and</i></li> </ul> </li> </ol>		2/2008



	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• <i>any payments for work the consultant undertakes for Local Authorities, subject to local agreements to the contrary.</i></li> </ul> <p><b>Employment after retirement</b></p> <p>5. <i>Once a consultant has retired, and taken his or her NHS pension benefits, any salary paid to the consultant in any re-employment will not be pensionable in the NHS Pension Scheme.</i></p> <p><b>Removal or downgrading of a distinction award or clinical excellence award</b></p> <p>6. <i>If a distinction award or clinical excellence award is removed or downgraded, the consultant will normally continue to be paid the value of the award he or she received at the time this decision was made. This will be taken into account in the calculation of the consultant's pension in the normal way.</i></p> <p>7. <i>In exceptional circumstances, a consultant may lose the value of the award as well as the award itself. This may affect the value of the consultant's pension depending on the date on which this deduction was made.</i></p> <p><b>Mental health officer status</b></p> <p>8. <i>There will be no effect on the Mental Health Officer status of consultants transferring to these terms of service.</i></p> <p>With</p> <p>1. <i>The consultant will be eligible for membership of a NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 1995 (as amended).</i></p> <p>2. <i>The following will be pensionable in the NHS Pension Scheme:</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
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	Schedule no.	Amendment	Date amended	Circular number
		<p><i>on the date on which this deduction was made.</i></p> <p><b>Mental health officer status</b></p> <p>6. <i>There will be no effect on the Mental Health Officer status of consultants transferring to these terms of service.</i></p>		
53	Schedule 19 paragraph 6	<p>Replace</p> <p>6. <i>In cases where employment is terminated, a consultant may be required to work his or her notice, or, if the employing authority considers it more appropriate, a consultant may be paid in lieu of notice, or paid through the notice period but not be required to attend work.</i></p> <p>With</p> <p>6. In cases where employment is terminated, a consultant may be required to work his or her notice, or, if the employing organisation considers it more appropriate, a consultant may be paid in lieu of notice, or paid through the notice period but not be required to attend work.</p>	1 April 2008	PC(M&D) 2/2008
54	Schedule 18 Section D	<p>Add</p> <p><b>Sick Leave</b></p> <p>Section D is supplemented by Annex Z of the NHS Staff Handbook which sets out a framework to support employers and staff in the management of sickness absence and manage the risk of premature and unnecessary ill health retirements.</p>	[insert date]	<i>[insert reference to Workforce Bulletin]</i>

	Schedule no.	Amendment	Date amended	Circular number																																																
55	Schedule 21 Annex A	<p>Replace</p> <p><b>Allowances and charges for private use</b></p> <p><b><u>Table 1: Mileage allowances</u></b></p> <p><b>NB These rates will be updated from time to time by the employing organisation</b></p> <p>1 Public transport rate: 23p per mile.</p> <p>2 Regular user rates:</p> <p>Motor cars:</p> <table border="1" data-bbox="465 799 1632 978"> <thead> <tr> <th>Engine capacity</th> <th>(cc)</th> <th>501 to 1000</th> <th>1,001 to 1,500</th> <th>1,501 to 2,000</th> <th>over 2,000</th> </tr> </thead> <tbody> <tr> <td>Lump sum</td> <td>(£)</td> <td>399.00</td> <td>475.00</td> <td>580.00</td> <td>580.00</td> </tr> <tr> <td>Up to 9,000 miles</td> <td>(p)</td> <td>27.0</td> <td>33.5</td> <td>40.0</td> <td>40.0</td> </tr> <tr> <td>9,001 - 15,000 miles</td> <td>(p)</td> <td>16.5</td> <td>19.7</td> <td>22.7</td> <td>25.5</td> </tr> <tr> <td>Thereafter</td> <td>(p)</td> <td>16.2</td> <td>18.3</td> <td>20.5</td> <td>20.5</td> </tr> </tbody> </table> <p>3 Standard rates:</p> <p>Motor cars:</p> <p>Motor cars:</p> <table border="1" data-bbox="465 1214 1632 1319"> <thead> <tr> <th>Engine capacity</th> <th>(cc)</th> <th>501 to 1000</th> <th>1,001 to 1,500</th> <th>1,501 to 2,000</th> <th>over 2,000</th> </tr> </thead> <tbody> <tr> <td>Up to 3,500 miles</td> <td>(p)</td> <td>34.0</td> <td>43.0</td> <td>53.0</td> <td>53.0</td> </tr> <tr> <td>3,501 - 9,000 miles</td> <td>(p)</td> <td>23.0</td> <td>28.2</td> <td>33.5</td> <td>41.0</td> </tr> </tbody> </table>	Engine capacity	(cc)	501 to 1000	1,001 to 1,500	1,501 to 2,000	over 2,000	Lump sum	(£)	399.00	475.00	580.00	580.00	Up to 9,000 miles	(p)	27.0	33.5	40.0	40.0	9,001 - 15,000 miles	(p)	16.5	19.7	22.7	25.5	Thereafter	(p)	16.2	18.3	20.5	20.5	Engine capacity	(cc)	501 to 1000	1,001 to 1,500	1,501 to 2,000	over 2,000	Up to 3,500 miles	(p)	34.0	43.0	53.0	53.0	3,501 - 9,000 miles	(p)	23.0	28.2	33.5	41.0	[insert date]	[insert reference to Workforce Bulletin]
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	Schedule no.	Amendment						Date amended	Circular number
		9,001 - 15,000 miles	(p)	16.5	19.7	22.7	25.5		
		Thereafter	(p)	16.2	18.3	20.5	20.5		
		4 Other motor vehicles:							
		Engine capacity	(cc)	Up to 125	Over 125				
		Up to 5,000 miles	(p)	16.2	25.3				
		Over 5,000 miles	(p)	6.1	9.0				
		5 Passenger allowance:							
		Each passenger: 2 p per mile							
		6 Pedal cycles: 6.2p per mile							
		<b><u>Table 2: Lease cars charges for private use of allocated lease cars</u></b>							
		<b>NB These rates will be updated from time to time by the employing organisation</b>							
		A. The current rates of: £							
		Road Fund Licence		e.g.	55				
		Insurance for Private Use * (National call-off contract)		e.g.	88				
		Including cover for private use:		e.g.	28				

	Schedule no.	Amendment	Date amended	Circular number
		<p data-bbox="562 347 1167 379">Handling charge 95</p> <p data-bbox="465 416 1339 480">B. Fixed Annual Charge per 1,000 private miles (for each year of the contract or notional contract), determined as follows:</p> $  \frac{\left( \text{Cost of Contract Hire at } \right)}{\left( \text{maximum quoted mileage} \right)} - \frac{\left( \text{Cost of Contract Hire at } \right)}{\left( \text{minimum quoted mileage} \right)}  $ <p data-bbox="913 592 969 619">1000</p> <p data-bbox="562 663 1301 695">Plus total excess costs for non-base vehicle, where appropriate.</p> <p data-bbox="562 727 1111 759">Plus VAT on total charge to consultant (A+B).</p> <p data-bbox="465 794 1637 895">NB: Where the cost to the employing organisation of hiring the car includes Road Fund Licence and/or Insurance, these items should be extracted and the net cost used in calculating the charge per 1,000 miles.</p> <ul data-bbox="562 935 1563 1031" style="list-style-type: none"> <li>• Lease Cars, while used solely on NHS business, do not require to be taxed or insured for the purposes of the Road Traffic Act 1972; any private mileage requires that the vehicle be taxed and insured.</li> </ul> <p data-bbox="465 1070 528 1102">With</p> <p data-bbox="465 1134 898 1166"><b><i>Transport Fees and Allowance</i></b></p> <p data-bbox="465 1206 1637 1337">Please see the latest Pay Circular which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on theNHS Employers website at <a href="http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm">http://www.nhsemployers.org/pay-conditions/pay-conditions-707.cfm</a></p>		

	<b>Schedule no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
56	1	<p>Insert in paragraph 3</p> <p>"On appointment to a Consultant post Associate Specialists should be paid in line with Schedule 14 paragraph 11"</p>	1/9/2009	<i>Pay circular (M&amp;D) 2/2009</i>
57	14	<p>Insert new paragraph 11</p> <p>11. Where Associate Specialists have been paid in their previous regular employment at a basic salary, including any discretionary points, higher or equal to the rate at which they would (were it not for this provision) be paid on taking up their new Consultant appointment, then their starting salary in the new appointment shall be fixed at the threshold in the scale next above that previous rate.</p>	1/9/2009	<i>Pay circular (M&amp;D) 2/2009</i>
58	21	Add 'Locum Consultants' as a subheading above paragraph 14	1/9/2009	<i>Pay circular (M&amp;D) 2/2009</i>
59	18	<p>Paragraph 28</p> <p>Replace ' An absence due to injury sustained by a consultant in the actual discharge of his or her duty, for which the consultant was not liable, shall not be recorded for the purposes of these provisions'</p> <p>Insert</p> <p>7. (i) An absence due to injury sustained by a consultant in the actual discharge of his or her duty, for which the consultant was not liable, shall not be recorded for the purposes of these provisions.</p> <p>(ii) The injury Allowance provisions will apply as set out in Section 22 of the NHS</p>	31/3/2013	<i>Pay Circular (M&amp;D) 1/2013</i>

	Schedule no.	Amendment	Date amended	Circular number
		Terms and Conditions of Service Handbook, and should be read alongside the accompanying guidance issued by NHS Employers.		
60	22	<p>Insert new paragraph 9</p> <p>"Where Associate Specialists have been paid in their previous regular employment at a basic salary, including any discretionary points, higher or equal to the rate at which they would (were it not for this provision) be paid on taking up their new locum consultant appointment, then their starting salary in the new appointment shall be fixed at the threshold in the scale next above that previous rate"</p>	31/3/2013	Pay Circular (M&D) 1/2013
61	24	<p>End of paragraph 22</p> <p>Insert</p> <p><i>This will include consideration of diversity data.</i></p>	31/3/2013	Pay Circular (M&D) 1/2013
62	26	<p>End of paragraph 1</p> <p>Delete</p> <p><i>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.</i></p>	31/3/2013	Pay Circular 1/2013
63	26	<p>Paragraph 10</p> <p>Delete footnote at end of last bullet</p> <p><i>± Subject to consultation, for those who are in the new pension scheme (with a normal pension age of 65), minimum pension age will be 55 from when the scheme is set up</i></p>	31/3/2013	Pay Circular 1/2013



	<b>Schedule no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
64	26	Last bullet from paragraph 14 converted to paragraph 15 and subsequent paragraphs renumbered	31 March 2013	PC(M&D) 1/2013
65	26	End of paragraph 24  Replace  <i>Comma</i>  With  <i>Full stop</i>	31 March 2013	PC(M&D) 1/2013
66	26	End of paragraph 26  Replace  <i>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.</i>  With  <i>Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, gender, gender identity or gender expression, pregnancy or maternity, marriage or civil partnership, race, religion or belief, disability, or sexual orientation.</i>	31 March 2013	PC(M&D) 1/2013
67	26	End of paragraph 27	31 March 2013	PC(M&D) 1/2013

	Schedule no.	Amendment	Date amended	Circular number
		Insert  <i>, including reasonable adjustments to an existing role or potential suitable alternatives</i>		
68	26	<p>Paragraphs 29 - 42</p> <p>Delete</p> <p><b>Transitional Arrangements: 1 October 2006 to 30 September 2011</b></p> <p><i>29. There will be transitional arrangements in place from 1 December 2006 to 30 September 2011. These transitional arrangements apply to staff:</i></p> <ul style="list-style-type: none"> <li><i>• whose continuous NHS service and/or pension scheme membership began before 1 October 2006</i></li> <li><i>• 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)</i></li> <li><i>• who are members of the NHS Pension scheme and have at least five years qualifying membership in the scheme at the date of redundancy.</i></li> </ul> <p><i>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.</i></p> <p><i>31. Transitional protection has two phases. The first phase applies from 1</i></p>	31/3/2013	PC(M&D) 1/2013

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><b>Calculation of Baseline Entitlement during Transition</b></p> <p><i>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:</i></p> <ul style="list-style-type: none"> <li><i>• 1 1/2 week's pay for each complete year of reckonable service at age 41 or over</i></li> <li><i>• one week's pay for each complete year of reckonable service at age 22 or over but under 41</i></li> <li><i>• 1/2 week's pay for each complete year of reckonable service at age 18 or over but under 22</i></li> </ul>		

	Schedule no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• overall maximum 30 week's pay.</li> </ul> <p>35. <i>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.</i></p> <p><b>Reduction to Baseline Entitlement</b></p> <p>36. <i>Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than 10 years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 6 2/3 years they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 6 2/3 years with pro-rata reduction for part years.</i></p> <p>37. <i>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.</i></p> <p>38. <i>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</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>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:</i></p> <ul style="list-style-type: none"> <li>• <i>the total reckonable service that would have been attained by continuing in service to retirement age; or</i></li> <li>• <i>40 years; provided that:</i></li> <li>• <i>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.</i></li> </ul> <p><b><i>Transition Phase One: 1 October 2006 to 30 June 2007</i></b></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><b><i>Transition Phase Two: 1 July 2007 to 30 September 2011.</i></b></p> <p><i>41. During this phase, maximum enhancement available to the employee made</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><i>redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. For those whose enhancement on 30 September 2006 would have been greater than five years, the additional amount of service enhancement over five years should be reduced by 1/60<sup>th</sup> for each whole month that has elapsed between 30 September 2006 and the date of redundancy. The effect of the two transition elements together is that after each year of transition, the maximum enhancement would be reduced by two years until no enhancement is available from 1 October 2011.</i></p> <p>42. Paragraphs 29 to 42 will be removed from this agreement on 1 October 2011.</p>		
69	27	<p>Paragraph 5</p> <p>Replace</p> <p><i>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.</i></p> <p>With</p> <p><i>Dependant care covers a range of options to meet the needs of dependant adults including the needs of dependant young people over the age of 14, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment.</i></p>	31/3/2013	AL(M&D) 1/2013
70	27	Paragraph 7		

	Schedule no.	Amendment	Date amended	Circular number
		<p>Replace</p> <p><i>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.</i></p> <p>With</p> <p><i>Where a decision is taken not to offer particular forms of support, the policy should indicate where other arrangements are available to help people with caring responsibilities, and what alternative ways of working exist.</i></p>	31 March 2013	PC(M&D) 1/2013
71	28	<p>Paragraph 2</p> <p>Replace</p> <p><i>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 Schedule 21).</i></p> <p>With</p> <p><i>Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff, staff with dependants and job applicants applications under the Equality Act, and staff who are returning from maternity leave (see Schedule 21).</i></p>	31 March 2013	PC(M&D) 1/2013
72	29	Paragraph 5	31 March	PC(M&D)

	Schedule no.	Amendment	Date amended	Circular number
		<p>Replace first sentence</p> <p><i>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).</i></p> <p>With</p> <p><i>This should be a separate provision from either maternity or maternity support leave and should provide a non-transferable individual right to at least 18 weeks' leave.</i></p>	2013	1/2013
73	29	<p>Paragraphs 11 to 17</p> <p>Replace</p> <p><b><i>Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave</i></b></p> <p><i>11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.</i></p> <p><i>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</i></p>	31/3/2013	AI(M&D)1/2013



	Schedule no.	Amendment	Date amended	Circular number
		<p><i>arrangements where they consider it necessary, or further periods of unpaid leave.</i></p> <p>13. <i>Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.</i></p> <p>14. <i>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.</i></p> <p>15. <i>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.</i></p> <p>16. <i>Reasonable paid time off to attend ante-natal classes will also be given.</i></p> <p>17. <i>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).</i></p> <p>With</p> <p><b>Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave</b></p> <p>11. <i>This will apply to the father of the child (including adoptive fathers), the mother's husband or partner (whether opposite or same sex), or nominated carer.</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p data-bbox="465 347 1639 421">12. <i>NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.</i></p> <p data-bbox="465 459 994 497"><b>Maternity support (paternity) leave</b></p> <p data-bbox="465 536 1626 641">13. <i>All employees are entitled to two weeks' of ordinary maternity support (paternity) leave which can be taken around the time of the birth or the placement of the child for adoption.</i></p> <p data-bbox="465 679 1617 826">14. <i>In addition, employees may be entitled to take up to twenty six weeks of additional maternity support (paternity) leave if their partner has returned to work, the leave can be taken between 20 weeks and one year after the child is born or placed for adoption.</i></p> <p data-bbox="465 865 1594 1011">15. <i>To qualify for additional maternity support (paternity) leave the employee and their partner must first meet certain qualification criteria. Details of the qualifying conditions and the notification requirements can be found at (<a href="http://www.direct.gov.uk/en/employment/index.htm">http://www.direct.gov.uk/en/employment/index.htm</a>)</i></p> <p data-bbox="465 1050 1379 1088"><b>Occupational pay during maternity support (paternity) leave</b></p> <p data-bbox="465 1126 1617 1340">16. <i>There will be an entitlement to two weeks' occupational ordinary maternity support (paternity) pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational maternity support (paternity) pay is ordinarily available when there is a multiple birth.</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p>17. <i>Eligibility for the two weeks of occupational maternity support (paternity) pay will be 12 months' continuous service with one or more NHS employer at the beginning of the week in which the baby is due.</i></p> <p>18. <i>Employees who are not eligible for the two weeks of occupational maternity support (paternity) pay may still be entitled to statutory paternity pay subject to meeting the qualifying conditions. Details of the qualifying conditions can be found at <a href="http://www.direct.gov.uk/en/employment/index.htm">http://www.direct.gov.uk/en/employment/index.htm</a></i></p> <p><b>Statutory pay during maternity support (paternity) leave</b></p> <p>19. <i>To qualify for statutory pay in the additional maternity support (paternity) leave period, the employee and their partner must first meet certain qualifying conditions. Details of the criteria and the notification requirements can be found at <a href="http://www.direct.gov.uk/en/employment/index.htm">http://www.direct.gov.uk/en/employment/index.htm</a></i></p> <p><b>Rights during additional maternity support (paternity) leave</b></p> <p>20. <i>Employees who are entitled to additional maternity support (paternity) leave/pay will be entitled to take up to 10 keeping in touch days during the course of the additional maternity support (paternity) leave period. The criteria for keeping in touch days is set out in Schedule 21 and is based on those used for statutory maternity leave and pay.</i></p> <p>21. <i>Employees who have taken additional maternity support (paternity) leave will have the right to return to the same job under their original contract and on no less favourable terms and conditions.</i></p>		

	Schedule no.	Amendment	Date amended	Circular number
		<p><b><i>Ante-natal leave</i></b></p> <p><i>22. Reasonable paid time off to attend ante-natal classes will also be given.</i></p>		
74	29	Renumber paragraph 18 onwards	31/3/2013	AL(M&D) 1/2013

***NHS Employers***  
***31 March 2013***