

Pay and Conditions Circular (M&D) 2/2018

Changes to Terms and Conditions of Service and Model Contracts for Consultants, Specialty Doctors and Associate Specialists: maternity leave and pensions

Summary

This pay circular notifies employers of changes to the following documents with effect from 1 April 2018:

Terms and Conditions of Service for Consultants – England (2003)

Terms and Conditions of Service for Specialty Doctors – England (2008)

Terms and Conditions of Service for Associate Specialists – England (2008)

Consultant Model Contract

Specialty Doctor / Associate Specialist Model Contract

Agreement

1. Amendments have been made to the Terms and Conditions of Service for Consultants – England (2003), the Terms and Conditions of Service for Specialty Doctors – England (2008), the Terms and Conditions of Service for Associate Specialists – England (2008), the Consultant Model Contract and the Specialty Doctor / Associate Specialist Model Contract, which are detailed below.

Maternity leave and pay

2. Following previous amendments to the NHS Terms and Conditions of Service Handbook, changes have been made to the Consultant, Specialty Doctor and Associate Specialist terms and conditions of service around public holiday entitlement during maternity leave. The changes make explicit that Consultants, Specialty Doctors and Associate Specialists retain their public holiday entitlement as a contractual right as paid leave during maternity leave.

Second State Pension

3. The reference to the State Second Pension Scheme in the Consultant Model Contract and the Specialty Doctor / Associate Specialist Model Contract has been removed.

Action

4. Employers are requested to make use of these new TCS and model contracts from 1 April 2018.

Pay and Conditions Circular (M&D) 2/2018

Changes to Terms and Conditions of Service and Model Contracts for Consultants, Specialty Doctors and Associate Specialists: maternity leave and pensions

5. Copies of the amended TCS and model contracts can be downloaded from the NHS Employers website at the following web address: <http://www.nhsemployers.org>
6. NHS employing organisations need to take all reasonable steps to ensure that the effects of nationally negotiated collective agreements are incorporated into individual contracts of employment. It is good practice that where there is a change to national TCS employers should:
 - a. write to individuals in order to notify them of the revisions to their TCS; and
 - b. place a copy of the notification on each individual's HR record.

Enquiries

7. Employees must direct personal enquiries to their employer. NHS Employers cannot advise on individuals' personal circumstances.
8. Employers should direct enquiries to: doctorsanddentists@nhsemployers.org.
9. Copies of this circular can be downloaded from: www.nhsemployers.org.
10. Prior to the establishment of NHS Employers in November 2004, responsibility to inform the NHS of changes to pay and allowances rested with the Department of Health. Changes were published in Advance Letters. Copies of Advance Letters going back to 2000 may be obtained from the national archives: <http://www.webarchive.org.uk/wayback/archive/20060506120000/http://www.dh.gov.uk/PublicationsAndStatistics/LettersAndCirculars/AdvancedLetters/fs/en.html>.

Pay and Conditions Circular (M&D) 2/2018

Changes to Terms and Conditions of Service and Model Contracts for Consultants, Specialty Doctors and Associate Specialists: maternity leave and pensions

11. For Advance Letters prior to 2000, please contact the Ministerial Correspondence and Public Enquiries Unit, Department of Health and Social Care:
<http://www.info.doh.gov.uk/contactus.nsf/memo?openform>.

Issued by

A handwritten signature in black ink, appearing to read 'Geoff Winnard', with a stylized flourish at the end.

Geoff Winnard
Assistant Director – Employment Relations
NHS Employers

Annex

Doctors employed under Terms and Conditions of Service for Consultants – England (2003), Terms and Conditions of Service - Specialty Doctor (England) 2008 and Terms and Conditions of Service - Associate Specialist (England) 2008

Maternity leave and pay (Temporary Schedule)

Schedule 24 of the Consultant Terms and Conditions, Schedule 21 of the Specialty Doctor Terms and Conditions and Schedule 22 of the Associate Specialist Terms and Conditions of Service are changed.

The heading above paragraph 49 in all three Schedules is: “Accrual of annual leave”. It is changed to “Annual leave and public holidays”.

Paragraph 49 of the Consultant Terms and Conditions is:

49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.

It is changed to:

49. Employees on paid and unpaid maternity leave retain their right to the annual leave and public holidays provided by Schedule 18.

Paragraph 49 of the Specialty Doctor and Associate Specialist terms and conditions is:

49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.

It is changed to:

49. Employees on paid and unpaid maternity leave retain their right to the annual leave and public holidays provided by Schedule 17.

Paragraph 50 in all three Schedules is:

50. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer. Payment in lieu may be considered as an option where accrual of annual leave exceeds normal carry over provisions.

It is changed to:

50. Where unused annual leave and public holidays exceed local provisions for carry over to the next leave year it may be beneficial to the employer and employee for the employee to take the unused annual leave and public holidays before and/or after the agreed (paid and unpaid) maternity leave period. The amount of annual leave and public holidays 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 and public holidays exceeds normal carry over provisions.

Doctors employed under the Consultant Model Contract and Specialty Doctor / Associate Specialist Model Contract

Pension

In the Consultant Model Contract Paragraph 27 is:

27.The provisions in Schedule 17 of the Terms and Conditions shall apply.

You will be entitled to [become] [continue to be] * a member of a NHS Pension Scheme, subject to its terms and rules, which may be amended from time to time.
You are contracted out of the State Second Pension Scheme.

It is changed to:

27.The provisions in Schedule 17 of the Terms and Conditions shall apply.

You will be entitled to [become] [continue to be] * a member of a NHS Pension Scheme, subject to its terms and rules, which may be amended from time to time.

In the Specialty Doctor / Associate Specialist Model Contract Paragraph 23 is:

23.The provisions in Schedule 16 of the TCS shall apply.

You will be entitled to become/continue to be [delete as appropriate] a member of a NHS Pension Scheme subject to its terms and rules, which may be amended from time to time.

Pensionable pay will include basic salary (up to ten Programmed Activities, but not any Additional Programmed Activities above ten for full time doctors), on-call availability supplements and any other pay expressly agreed to be pensionable.

You are contracted out of the State Second Pension Scheme.

It is changed to:

23.The provisions in Schedule 16 of the TCS shall apply.

You will be entitled to become/continue to be [delete as appropriate] a member of a NHS Pension Scheme subject to its terms and rules, which may be amended from time to time.

Pensionable pay will include basic salary (up to ten Programmed Activities, but not any Additional Programmed Activities above ten for full time doctors), on-call availability supplements and any other pay expressly agreed to be pensionable.