

## Consultant Contract (England) 2003

### Record of amendments

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

A revised version of the contract will be posted on the NHS Employers website at [https://www.nhsemployers.org/pay-pensions-and-reward/medical-staff/consultants-and-dental-consultants/consultants-and-dental-consultants-tcs-handbook/consultant-contract-\(2003\)](https://www.nhsemployers.org/pay-pensions-and-reward/medical-staff/consultants-and-dental-consultants/consultants-and-dental-consultants-tcs-handbook/consultant-contract-(2003))

	Paragraph/Page no.	Amendment	Date amended	Circular number
1	Front page	Insert  Version 1 – October 2003  Version 2 – 1 June 2005		
2	Page 2	Insert  <b><u>CONTRACT OF EMPLOYMENT</u></b>  <u>Between</u>  <u>[insert name of employing organisation]</u>  <u>and</u>  <u>[insert name and address of employee]</u>	1 June 2005	PC(M&D)5/2005

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
3	Paragraph 1	Delete <i>Your employing organisation is [                      ]. *</i>	1 June 2005	PC(M&D)5/2005
4	Paragraph 2	Replace <b>2 Commencement Of Employment</b>  <i>Your continuous employment for the purposes of this contract [begins] * [began] on [                      ]. * 11</i>  <i>Your continuous service for the purposes of the Employment Rights Act 1996 began on [                      ]. *</i>  <i>Schedule 1 of the Terms and Conditions contains guidance on commencement of employment.</i>  With  <b>2 Commencement Of Employment</b>  <i>2.1 Employment under this contract [begins] * [began] on [                      ] * [and incorporates [                      ] * years seniority (as defined in Schedule 1 of the Terms and Conditions).] * [Your payscale code on commencement is [                      ]* ]†</i>  <i>2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, [begins] * [began] on [                      ]. *</i>	1 June 2005	PC(M&D)5/2005

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p><i>2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count. [The amount of reckonable service is [        ]]*</i></p> <p><i>Schedule 1 of the Terms and Conditions contains guidance on commencement of employment.</i></p>		
5	Page 2	<p>Footnote Remove <i>This is the commencement date of continuous employment with the current employer (see Schedule 1)._</i></p> <p>Replace <i><sup>1</sup> Employing organisation may wish to insert a payscale reference number here.</i></p> <p>With <i><sup>1</sup> Employing organisations may wish to insert a payscale code here.</i></p>	1 June 2005	PC(M&D)5/2005
6	Front Page	<p>Insert Version 3 – 30 June 2006</p>	30 June 2006	PC(M&D)2/2006

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
7	Page 2	<p>Replace Schedule 1 of the Terms and Conditions contains guidance on commencement of employment].</p> <p>With [Note: Schedule 1 of the Terms and Conditions contains guidance on commencement of employment].</p>	30 June 2006	PC(M&D)2/2006
8	Page 5 Paragraph 7.3	<p>Replace Part-time consultants need to devote proportionately more of their time to Supporting Professional Activities. This should be agreed on an individual basis. Refer to the guidance on part time and flexible working for further information].</p> <p>With [Note: Part-time consultants need to devote proportionately more of their time to Supporting Professional Activities. This should be agreed on an individual basis. Refer to the guidance on part time and flexible working for further information].</p>	30 June 2006	PC(M&D)2/2006
9	Page 6 Paragraph 7.6	<p>Replace <b>Extra Programmed Activities</b> You and your clinical manager may agree that you will undertake extra Programmed Activities over and above the [ten] Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. [Note: add contracted number for part-time consultants] The</p>	30 June 2006	PC(M&D)2/2006

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>remuneration for these activities is covered by section 21 below and Schedules 13 and 14 of the Terms and Conditions.</p> <p>With  <b>Additional Programmed Activities</b>            You and your clinical manager may agree that you will undertake additional Programmed Activities over and above the <b>[ten]</b> Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. [Note: add contracted number for part-time consultants]            The remuneration for these activities is covered by section 21 below and Schedules 13 and 14 of the Terms and Conditions.</p>		
10	Page 6 Paragraph 8	<p>Replace  <b>Premium Time</b>            From 1 April 2004, the provisions in Schedule 7 of the Terms and Conditions will apply to recognise the unsocial nature of work done in Premium Time and the flexibility needed by consultants who work at these times as part of a more varied overall working pattern.</p> <p>With  <b>Premium Time</b>            The provisions in Schedule 7 of the Terms and Conditions will apply to recognise the unsocial nature of work done in Premium Time and the flexibility needed by consultants who work at these times as part of a more varied overall working pattern.</p>	30 June 2006	PC(M&D)2/2006

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
11	Page 7 Paragraph 10	<p>Replace <b>Registration Requirements</b> It is a condition of your employment that you are, and remain, [a registered dental practitioner and] <b>[Note: delete as appropriate]</b> a fully registered medical practitioner and are included on the Specialist Register held by the [General Dental Council (GDC)] <b>[Note: delete as appropriate]</b> General Medical Council (GMC), and continue to hold a licence to practice.</p> <p>With <b>Registration Requirements</b> It is a condition of your employment that you are, and remain, <b>[a registered dental practitioner and] [Note: employing organisations to delete as appropriate]</b> a fully registered medical practitioner and are included on the Specialist Register held by the <b>[General Dental Council (GDC)] [Note: employing organisations to delete as appropriate]</b> General Medical Council (GMC), and continue to hold a licence to practise.</p>	30 June 2006	PC(M&D)2/2006
12	Page 7 Paragraph 11.2	<p>Replace <b>Fee Paying Services And NHS Programmed Activities</b> Examples of Fee Paying Services are set out in Schedule 10 of the Terms and Conditions.</p> <p>You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities, you will remit to us the fees for such services except where</p>	30 June 2006	PC(M&D)2/2006

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 11 of the Terms and Conditions contains guidance on this subject.</p> <p>With  <b>Fee Paying Services and NHS Programmed Activities</b>  Examples of Fee Paying Services are set out in Schedule 10 of the Terms and Conditions.</p> <p>You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 11 of the Terms and Conditions refers.</p>		

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
13	Page 8 Paragraph 11.4	<p>Replace <b>Publications, lectures, etc</b> A practitioner shall be free, without prior consent of the employing authority, to publish books, articles, etc., and to deliver any lecture or speak, whether on matters arising out of his or her NHS service or not.</p> <p>With <b>Publications, lectures, etc</b> You shall be free, without our prior consent, to publish books, articles, etc., and to deliver any lecture or speak, whether on matters arising out of your NHS service or not.</p>	30 June 2006	PC(M&D)2/2006
14	Page 8 Paragraph 16	<p>Replace <b>Grievance Procedures</b> The grievance procedures, which apply to your employment are set out in [ ]. * <b>[Note: to add reference to local procedures]</b></p> <p>With <b>Grievance Procedures</b> The grievance procedures, which apply to your employment are set out in [ ]. * <b>[Note: employing organisations to add reference to local procedures]</b></p>	30 June 2006	PC(M&D)2/2006



	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
15	Page 8 Paragraph 17	<p>Replace</p> <p><b>Disciplinary Matters</b></p> <p>Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of [ ] * <b>[Note: employing organisations to insert reference to their code of conduct]</b>, or that your professional competence has been called into question, we will resolve the matter through our disciplinary or capability procedures, subject to the appeal arrangements set out in those procedures.</p> <p>With</p> <p><b>Disciplinary Matters</b></p> <p>Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern NHS' framework), subject to the appeal arrangements set out in those procedures.</p>	30 June 2006	PC(M&D)2/2006
16	Page 9 Paragraph 20.9	<p>Replace</p> <p>Your basic salary will increase when you receive pay thresholds in accordance with the provisions of section 20.2 and Schedule 15 of the Terms and Conditions.</p>	30 June 2006	PC(M&D)2/2006

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<p>The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the Terms and Conditions.</p> <p>Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of transfer to this contract.</p> <p>Your basic salary, together with any payments for extra Programmed Activities (see section 21 below), includes payment for all Contractual and Consequential Services.</p> <p>With Your basic salary will increase when you receive pay thresholds in accordance with the provisions of section 20.2 and Schedule 15 of the Terms and Conditions.</p> <p>The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the Terms and Conditions.</p> <p>Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of transfer to or commencement of this contract.</p> <p>Your basic salary, together with any payments for extra or additional Programmed Activities (see section 21 below), includes payment for all Contractual and Consequential Services.</p>		

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
17	Page 9 Paragraph 20.2	<p>Replace</p> <p><b>Criteria for Pay Thresholds</b></p> <p>You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 are met. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds.</p> <p>With</p> <p><b>Criteria for Pay Thresholds</b></p> <p>You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 of the Terms and Conditions are met. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds.</p>	30 June 2006	PC(M&D)2/2006
18	Page 9 Paragraph 22	<p>Replace</p> <p><b>Distinction Awards And Discretionary Points</b></p> <p>Where the Advisory Committee on Distinction Awards or its proposed successor body has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest Advance Letter from the Department of Health concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service.</p> <p>With</p>	30 June 2006	PC(M&D)2/2006

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p><b>Distinction Awards And Discretionary Points</b>  Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest Pay Circular from NHS Employers.</p>		
19	Page 10 Paragraph 28	<p>Replace</p> <p><b>Leave And Holidays</b>  Schedule 18 of the Terms and Conditions sets out your entitlements in respect of:</p> <ul style="list-style-type: none"> <li>• annual leave and public holidays</li> <li>• professional and study leave</li> <li>• sabbaticals</li> <li>• sick leave</li> <li>• special leave</li> <li>• maternity leave and domestic personal and care relief.</li> </ul> <p>With</p> <p><b>Leave And Holidays</b>  Schedule 18 of the Terms and Conditions sets out your entitlements in respect of:</p> <ul style="list-style-type: none"> <li>• annual leave and public holidays</li> <li>• professional and study leave</li> <li>• sabbaticals</li> <li>• sick leave</li> <li>• special leave</li> <li>• maternity leave</li> </ul>	30 June 2006	PC(M&D)2/2006

	Paragraph/Page no.	Amendment	Date amended	Circular number
20	Page 10 Paragraph 29	<p>Replace <b>Expenses</b>            You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for:</p> <ul style="list-style-type: none"> <li>• excess travel</li> <li>• subsistence; and</li> <li>• other expenses in accordance with [        ]. <b>Expenses will be as set out in schedule 21 or some local alternative, which must be at least as favourable).</b></li> </ul> <p>With <b>Expenses</b>            You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for:</p> <ul style="list-style-type: none"> <li>• excess travel</li> <li>• subsistence; and</li> <li>• other expenses in accordance with [        ]. <b>[Note: expenses will be as set out in Schedule 21 of the Terms and Conditions or any local alternative, which must be at least as favourable).</b></li> </ul>	30 June 2006	PC(M&D)2/2006

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
21	Page 10 Paragraph 30	<p>Replace <b>Charges for Residence</b> Except where facilities are provided for a doctor to be on-call a charge may, where appropriate, be made for residing at your Place of Work in accordance with our local procedures.</p> <p>With <b>Charges for Residence</b> Except where facilities are provided for you to be on-call a charge may, where appropriate, be made for residing at your Place of Work in accordance with our local procedures.</p>	30 June 2006	PC(M&D)2/2006
22	Page 11 Paragraph 31	<p>Replace This is a permanent post. [Amend this paragraph as appropriate for a Fixed Term Appointment].</p> <p>With This is a permanent post. <b>[Note: Employing organisations should amend this paragraph as appropriate for a Fixed Term Appointment].</b></p>	30 June 2006	PC(M&D)2/2006
23	Page 12	<p>Replace I [name] and [employer]</p> <p>have understood and agree to honour the terms and conditions set out in this contract of employment</p>	30 June 2006	PC(M&D)2/2006

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>[            ] <i>Consultant's signature</i>  [            ] <i>Representative of employing authority's signature</i></p> <p>Date of this agreement [     ]</p> <p>With  I <b>[name]</b> and <b>[employer]</b></p> <p>have understood and agree to honour the terms and conditions set out in this contract of employment</p> <p>[            ] <i>Consultant's signature</i></p> <p>[            ] <i>Representative of employing organisation's signature</i></p> <p>Date of this agreement [     ]</p>		
24	Front page	Insert  <b>Version 4 – 1 April 2008<sup>24</sup></b>	31 March 2008	PC(M&D)2/2008

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
25	Page 10, paragraph 27	<p>Replace</p> <p><b>27 Pension</b> The provisions in Schedule 17 of the Terms and Conditions shall apply.</p> <p>You 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. Pensionable pay will include basic salary (up to ten programmed activities, but not any additional programmed activities above this), on-call availability supplements, clinical excellence awards and any existing discretionary points or distinction awards, and any other pay expressly agreed to be pensionable.</p> <p>You are contracted out of the State Second Pension Scheme.</p> <p>With</p> <p><b>27 Pension</b> The provisions in Schedule 17 of the Terms and Conditions shall apply.</p> <p>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.</p> <p>You are contracted out of the State Second Pension Scheme.</p>	31 March 2008	PC(M&D)2/2008



	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
26	Front page	Insert  <b>Version 5 - 1 April 2018</b>	1 April 2018	PC(M&D ) 1/2018
27	Page 9, paragraph 22	Replace  <b>22 Distinction Awards And Discretionary Points</b> Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest Pay Circular from NHS Employers.  With  <b>22 Distinction Awards And Discretionary Points</b> Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest Pay Circular from NHS Employers. The provisions in the 'Schedule 30 Clinical Excellence Awards' regarding CEAs being an incorporated schedule to the Terms and Conditions for Consultants (England) 2003 shall apply to and are expressly incorporated into this contract.	1 April 2018	PC(M&D ) 1/2018

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
28	Page 10, paragraph 27	<p>Replace</p> <p><b>Pension</b> The provisions in Schedule 17 of the Terms and Conditions shall apply.</p> <p>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.</p> <p>With</p> <p><b>Pension</b> The provisions in Schedule 17 of the Terms and Conditions shall apply.</p> <p>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.</p>	1 April 2018	PC(M&D) 2/2018
29	Front page	<p>Insert</p> <p style="text-align: center;">Version 5 - 1 April 2018</p>	1 April 2018	
30	Front page	<p>Insert</p> <p style="text-align: center;">Version 6 – 1 August 2019</p>	8 August 2019	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
31	Pages 8-9	<p>Insert</p> <p>20 Transfer of information</p> <p>On commencement of employment with the Trust, your personal data will be uploaded to the Electronic Staff Record (ESR). ESR is a workforce solution for the NHS which is used by the Trust to effectively manage the workforce leading to improved efficiency and improved patient safety.</p> <p>[In accepting employment with the Trust, you accept that the following personal data will/may be transferred if your employment transfers to another NHS organisation].</p> <p>[List data which is transferred]</p> <p>Certain personal data is transferred from one NHS organisation to another when your employment transfers. Such personal and confidential information may include personal and special category data for the purposes of the General Data Protection Regulation and the Data Protection Act 2018. NHS organisations have a legitimate interest in processing your data in this way to enable them to establish the employment of a suitable workforce and improve efficiencies within the NHS by making costs savings for Trusts and to save you time if your employment transfers.</p>	8 August 2019	PC(M&D ) 1/2019
32	Front page	<p>Insert</p> <p>APPENDIX 1 - Job plan</p>	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<p>APPENDIX 2 - Schedules 13 and 14 of the 2003 TCS for consultants</p> <p>APPENDIX 3 - Schedule 15 of the 2003 TCS for consultants</p> <p>APPENDIX 4 - Schedule 16 of the 2003 TCS for consultants</p> <p>APPENDIX 5 - Rates of pay</p>		
33	Front page	<p>Insert</p> <p style="text-align: center;">Version 7 – 8 October 2020</p>	8 October 2020	
34	Page 2 Paragraph 1.2	<p>Insert</p> <p>This contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996. The parties agree that the employer will be entitled to make changes to this contract unilaterally to the strictly limited extent that such changes are necessary to enable the employer to comply with its statutory obligations under section 1 of the Employment Rights Act 1996 which stipulates the particulars which must be provided by employers to employees regarding their employment. The employer shall provide you with notice of any changes which are required to be made including new wording proposed, an explanation of why the employer considers the change necessary to comply with section 1 of the Employment Rights Act 1996, and the date on which the changes automatically take effect.</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
35	Page 2 Paragraphs 2.1 – 2.3	<p>Replace</p> <p>2.1 Employment under this contract <b>[begins]</b> * <b>[began]</b> on [       ] * and incorporates [   ] * years seniority (as defined in Schedule 1 of the Terms and Conditions).] * [Your pay scale code on commencement is [       ]* ]<sup>2</sup></p> <p>2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, <b>[begins]</b> * <b>[began]</b> on [       ]. *</p> <p>2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count. The amount of reckonable service is [       ]*.<sup>3,4</sup></p> <p><b>[Note: Schedule 1 of the Terms and Conditions contains guidance on commencement of employment].<sup>7</sup></b></p> <p>With</p> <p>2.1 Employment under this contract <b>[begins]</b> * <b>[began]</b> on [       ] * and incorporates [   ] * years seniority (as defined in Schedule 1 of the Terms and Conditions of Service</p>	8 October 2020	

<sup>2</sup> Employing organisations may wish to insert a pay scale code here.<sup>5</sup>

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>for consultants – England (2003)<sup>3</sup>].] * [Your pay scale code on commencement is [ ]* ]<sup>4</sup></p> <p>2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, <b>[begins]</b> * <b>[began]</b> on [ ]. *</p> <p>2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out in 2.1 and 2.2 may count. The amount of reckonable service is [ ]*.<sup>3,4</sup></p> <p><b>[Note: Schedule 1 of the TCS contains guidance on commencement of employment].<sup>7</sup></b></p>		
36	Page 3 Paragraphs 5.1 – 5.2	<p>Replace</p> <p><b>5.1 Main Duties and Programmed Activities</b>            Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, as reviewed from time to time in line with the provisions in section <b>Error! Reference source not found.</b> below.</p>	8 October 2020	

<sup>3</sup> To be referred to from hereon in as 'the 2003 TCS for Consultants'

<sup>4</sup> Employing organisations may wish to insert a pay scale code here.<sup>5</sup>

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p><b>5.2 Associated Duties</b> You are responsible for the associated duties set out in Schedule 2 of the Terms and Conditions.</p> <p>With</p> <p><b>5.1 Main Duties and Programmed Activities</b> Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, which is appended to this contract at Appendix 1 as reviewed in line with the provisions in section <b>Error! Reference source not found.</b> below.</p> <p><b>5.2 Associated Duties</b> You are responsible for the associated duties set out in Schedule 2 of the 2003 TCS for Consultants.</p>		
37	Page 4	<p>Insert</p> <p><b>5.5 Training entitlement</b></p> <p>Your statutory training requirements are set out below. These are at the expense in provision and paid time of your employer.</p> <p>[List of any statutory training requirements required for the post]</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>You may also be expected to undertake further local training applicable to your role, also at the expense in provision and paid time of your employer, with the time for undertaking this training documented within your job plan. [Note: Employing organisation to include any local training requirements required for the post.]</p> <p>Further provision of training will be through the use of Supporting Professional Activity (SPA) time and Study Leave (Schedules 3 &amp; 18). Appropriate time will be provided by the employer to allow you to complete the training.</p>		
38	Page 4 Paragraph 6.1	<p>Replace</p> <p><b>6.1 Job Plan</b> You and your clinical manager have agreed a prospective Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements, your objectives and supporting resources.</p> <p>You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 3 of the Terms and Conditions. Either may propose amendment of the Job Plan. You will help ensure through participating in Job Plan reviews that your Job Plan meets the criteria set out in the Terms and Conditions and that it contributes to the efficient and effective use of NHS resources.</p> <p>With</p>	8 October 2020	



	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<p><b>6.1 Job Plan</b>  You and your clinical manager have agreed a prospective Job Plan. A generic Job Plan is appended at Appendix 1 of this contract. You and your clinical manager shall review and agree any variations required within six months of starting in post and your section 1 particulars shall be amended automatically. The Job Plan sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements, your objectives and supporting resources.</p> <p>You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 3 of the 2003 TCS for Consultants. Either may propose amendment of the Job Plan. You will help ensure through participating in Job Plan reviews that your Job Plan meets the criteria set out in the 2003 TCS for Consultants and that it contributes to the efficient and effective use of NHS resources.</p>		
39	Pages 4-5 Paragraph 7.1	<p>Replace</p> <p><b>7.1 Scheduling of Activities</b>  You and your clinical manager will agree in the schedule of your job plan the programmed activities that are necessary to fulfil your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all activities. We will not schedule non-emergency work during premium time without your agreement.</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>Subject to the provisions for recognising work done in Premium Time (see section 0 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.</p> <p>Your job plan will contain [            ] * Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in Paragraph 7.6 to agree up to two extra Programmed Activities. Remuneration for Programmed Activities is set out in section 21 below and Schedules 13 and 14 of the Terms and Conditions of Service.</p> <p><b>[Note: the number of Programmed Activities will need to be adjusted for part time consultants. Where a consultant has a part-time contract, the employing organisation will need to agree the number of weekly Programmed Activities that should be included in the Job Plan.</b></p> <p><b>Where a consultant appointed after 1 January 2004 wishes to work part-time <u>in order</u> to undertake private practice, such contracts should normally be for no more than six Programmed Activities]</b></p> <p>With</p> <p><b>7.1 Scheduling of Activities</b>  You and your clinical manager will agree in the schedule of your Job Plan the programmed activities that are necessary to fulfil your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>activities. We will not schedule non-emergency work during premium time without your agreement.</p> <p>Subject to the provisions for recognising work done in Premium Time (see section 0 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.</p> <p>Your job plan will contain [            ] * Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in Paragraph 7.6 to agree up to two extra Programmed Activities. Remuneration for Programmed Activities is set out in section 21 below and Schedules 13 and 14 of the 2003 TCS for Consultants.</p> <p>The rates for basic pay are set out in Appendix 5 [note: Employing organisations to attach the latest pay circular to Appendix 5]</p> <p><b>[Note: the number of Programmed Activities will need to be adjusted for part time consultants. Where a consultant has a part-time contract, the employing organisation will need to agree the number of weekly Programmed Activities that should be included in the Job Plan.</b></p> <p><b>Where a consultant appointed after 1 January 2004 wishes to work part-time <u>in order</u> to undertake private practice, such contracts should normally be for no more than six Programmed Activities]</b></p>		

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
40	Page 7 Paragraph 7.6	Replace  Subject to the provisions in section 7.7 below, and without prejudice to section 7.8 below, you do not have to agree to carry out more than ten Programmed Activities on average per week.  With  Without prejudice to section 7.7 below, you do not have to agree to carry out more than ten Programmed Activities on average per week.	8 October 2020	
41	Page 7 Paragraph 7.7	Remove  7.7. Unallocated	8 October 2020	
42	Page 7 Paragraph 7.7	Paragraph 7.8 becomes paragraph 7.7	8 October 2020	
43	Page 7 Paragraph 8	Insert  Remuneration for work done in Premium Time is covered by clause 21 below.	8 October 2020	
44	Page 7 Paragraph 9.2	Replace  9.2 Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the Terms and Conditions.	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<p>The level of supplement will depend on the frequency of your rota and the typical nature of the required response when you are called.</p> <p>With</p> <p>9.2 Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the 2003 TCS for Consultants and set out at Appendix 4 of this contract. The level of supplement will depend on the frequency of your rota and the typical nature of the required response when you are called.</p>		
45	Page 9 Paragraph 16.2	<p>Insert</p> <p>16.2 If you wish to raise a grievance, you may apply in writing to [POSITION] in accordance with our grievance procedure.</p>	8 October 2020	
46	Page 9 Paragraph 17.2	<p>Insert</p> <p>17.2 If you wish to appeal against a disciplinary decision you may apply in writing to [POSITION] in accordance with our disciplinary procedure.</p>	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
47	Page 9 Paragraph 20	Replace the word  'Trust'  With  'employing organisation'	8 October 2020	
48	Page 10 Paragraph 21.1	Replace  21.1 Basic Salary and Pay Thresholds Your basic salary on commencement is [£           ]. * [Note: employing organisations to complete based on Schedules 13 and 14 of the Terms and Conditions] This has	8 October 2020	

	<p>been calculated in accordance with the provisions in Schedules 13 and 14 of the Terms and Conditions.</p> <p>Your basic salary will increase when you receive pay thresholds in accordance with the provisions of section 20.2 and Schedule 15 of the Terms and Conditions.</p> <p>The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the Terms and Conditions.</p> <p>Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of transfer to or commencement of this contract.</p> <p>Your basic salary, together with any payments for extra or additional Programmed Activities (see section 21 below), includes payment for all Contractual and Consequential Services.<sup>16</sup></p> <p>With</p> <p><b>21.1 Basic Salary and Pay Thresholds</b></p> <p>Your basic salary on commencement is [£            ]. * [Note: employing organisations to complete based on Schedules 13 and 14 of the 2003 TCS for Consultants] This has been calculated in accordance with the provisions in Schedules 13 and 14 of the 2003 TCS for Consultants which is appended to this contract at Appendix 2.</p> <p>Your basic salary will increase when you receive pay thresholds in accordance with the provisions of section 20.2 and Schedule 15 of the 2003 TCS for Consultants which is appended to this contract at Appendix 3.</p>		
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	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the 2003 TCS for Consultants.</p> <p>Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of transfer to or commencement of this contract.</p> <p>Your basic salary, together with any payments for extra or additional Programmed Activities (see section 2 below), includes payment for all contractual and Consequential Services.<sup>16</sup></p>		
49	Page Paragraph 21.2	<p>Replace</p> <p><b>21.2 Criteria for Pay Thresholds</b>  You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 of the Terms and Conditions are met. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds. <sup>17</sup></p> <p>With</p> <p><b>21.2 Criteria for Pay Thresholds</b>  You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 of the 2003 TCS</p>	8 October 2020	



	Paragraph/Page no.	Amendment	Date amended	Circular number
		for Consultants are met which is appended to this contract at Appendix 3. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds. <sup>17</sup>		
50	Pages 10-11 Paragraph 22	<p>Replace</p> <p><b>22 Payment For Additional Programmed Activities</b> Any additional Programmed Activities that you carry out, beyond the standard [ten]/[ ] [Note: to be adjusted for part-time consultants] Programmed Activities, will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions.</p> <p>With</p> <p><b>22 Payment for Additional Programmed Activities</b></p> <p>22.1 Any additional Programmed Activities that you carry out, beyond the standard [ten]/[ ] [Note: to be adjusted for part-time consultants] Programmed Activities, will be paid at the rates set out in Appendix 2 of this contract.</p> <p>22.2 For each Programmed Activity scheduled during Premium Time there will be a reduction in the timetable value of the Programmed Activity itself to three hours or a reduction in the timetable value of another Programmed Activity by one hour, subject to a maximum reduction of three hours per week.</p> <p>22.3 If, by mutual agreement, a Programmed Activity in Premium Time lasts for four hours or more, an equivalent enhancement to payment may be agreed.</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		22.4 Where a Programmed Activity falls only partly in Premium Time, the reduction in the timetable value of this or another Programmed Activity will be on an appropriate pro rata basis. If an enhancement to payment is made, this will be applied to the proportion of the Programmed Activity falling within Premium Time.		
51	Page 11 Paragraph 23	<p>Replace</p> <p><b>23. Distinction Awards And Discretionary Points</b> Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest Pay Circular from NHS Employers. The provisions in the 'Schedule 30 Clinical Excellence Awards' regarding CEAs being an incorporated schedule to the Terms and Conditions for Consultants (England) 2003 shall apply to and are expressly incorporated into this contract.<sup>18</sup></p> <p>With</p> <p><b>23 Distinction Awards and Discretionary Points</b> Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards (ACCEA) has recommended that you receive a Distinction Award or Clinical Excellence Award (CEA), or we have decided that you should receive one or more Discretionary Points or a CEA, these will be paid at the rates set out in the latest Pay Circular from NHS Employers. The provisions in the 'Schedule 30 Clinical Excellence Awards' regarding CEAs being an incorporated</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		schedule to the 2003 TCS for Consultants shall apply to and are expressly incorporated into this contract. <sup>18</sup>		
52	Page 11 Paragraph 24	<p>Replace</p> <p><b>24. On-Call Availability Supplement</b> If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in, Schedule 16 of the Terms and Conditions.</p> <p>With</p> <p><b>24. On-Call Availability Supplement</b> If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in, Schedule 16 of the 2003 TCS for Consultants, which is appended to this contract at Appendix 4.</p> <p>The frequency of your on-call availability will be detailed in your Job Plan, which is set out in Appendix 1 of this contract.</p>	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
53	Page 11 Paragraph 27	<p>Replace</p> <p><b>27. London Weighting Allowance</b> The provisions in Schedule 16 of the Terms and Conditions shall apply.</p> <p>With</p> <p><b>London Weighting Allowance</b> The provisions in Schedule 16 of the 2003 TCS for Consultants shall apply, which are appended at Appendix 4 to this contract.</p>	8 October 2020	
54	Page 11 Paragraph 28	<p>Insert</p> <p><b>28. Benefits</b> <i>*[Note: employing organisations to complete based on local benefits applicable to doctor]</i></p>	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
55	Page 12 Paragraph 29	<p>Replace</p> <p>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.</p> <p>With</p> <p>Unless you are deemed ineligible, you will automatically be enrolled in the NHS Pension Scheme<sup>4</sup> subject to its terms and rules, which may be amended from time to time.</p>	8 October 2020	
56	Pages 12-13 Paragraph 30	<p>Replace</p> <p><b>29. Leave And Holidays</b></p> <p>Schedule 18 of the Terms and Conditions sets out your entitlements in respect of:</p> <ul style="list-style-type: none"> <li>• annual leave and public holidays</li> <li>• professional and study leave</li> <li>• sabbaticals</li> <li>• sick leave</li> <li>• special leave</li> <li>• maternity leave<sup>19</sup></li> </ul>	8 October 2020	

		<p>With</p> <p><b>30. Holidays</b></p> <p>30.1 Consultants are entitled to annual leave at the rates per year as set out in Schedule 18 of the 2003 TCS for Consultants, exclusive of public holidays and extra statutory days.</p> <p>30.2 The leave year runs from the anniversary date of your appointment or adjusted to a common start date in force in that employment. No detriment to you will arise from the leave year adjustment.</p> <p>30.3 Annual leave should be discussed at the annual Job Plan review. Dates for annual leave and the arrangements for your work to be done in your absence should be incorporated into the agreed Job Plan, or alternatively agreed at least two months in advance, if possible. Subject however to suitable arrangements having been made, you may take up to two days of your annual leave without seeking formal permission provided that you give notification beforehand.</p> <p>30.4 Annual leave may be carried over subject to Section 1, paragraphs 10-14 of the General Council Conditions of Service.</p> <p>30.5 The leave entitlements of consultants in regular appointment are additional to eight public holidays and two statutory holidays or days in lieu thereof. The two statutory days may, by local agreement, be converted to a period of annual leave.</p> <p>30.6 In addition, a consultant who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9am on statutory or public holidays should receive a day off in lieu.</p>		
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	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>30.7 On termination of your employment, you will be entitled to pay in lieu of any outstanding entitlement accrued in the leave year in which your employment terminates or be required to repay to the Trust salary received in respect of annual leave taken in excess of entitlement. The amount of the payment or repayment shall be based on accrued salary for the leave year paid at [EMPLOYING ORGANISATIONS TO INSERT STANDARD METHOD OF CALCULATION]</p> <p>30.8 Further details regarding annual leave and public holidays are set out in Schedule 18 of the 2003 TCS for Consultants.</p>		
57	Page 13 Paragraph 31	<p>Insert</p> <p><b>31. Sick leave</b></p> <p>31.1 If you are absent from duty owing to illness (including injury or other disability), you shall, subject to the provisions set out in Schedule 18 of the 2003 TCS for Consultants, be entitled to receive an allowance in accordance with the following:</p> <p>During the first year of service - One month's full pay and (after completing four months' service) two months' half pay;</p> <p>During the second year of service - Two months' full pay and two months' half pay;</p> <p>During the third year of service - Four months' full pay and four months' half pay;</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>During the fourth and fifth years of service - Five months' full pay and five months' half pay;</p> <p>After completing five years of service - Six months' full pay and six months' half pay.</p> <p>31.2 The employer shall have discretion to extend a consultant's sick leave entitlement.</p> <p>31.3 To aid rehabilitation the employer has discretion to allow a consultant to return to work on reduced hours or to be encouraged to work from home without loss of pay to aid rehabilitation. Any such arrangements need to be consistent with statutory sick pay rules.</p> <p>Further details regarding sick leave are set out in Schedule 18 of the 2003 TCS for Consultants.</p> <p>Schedule 18 of the 2003 TCS for Consultants also sets out your entitlements in respect of:</p> <ul style="list-style-type: none"> <li>• professional and study leave</li> <li>• sabbaticals</li> <li>• special leave</li> <li>• maternity leave<sup>19</sup></li> </ul>		



	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
58	Page 14 Paragraph 34	<p>Replace</p> <p>32. This is a permanent post. <b>[Note: Employing organisations should amend this paragraph as appropriate for a Fixed Term Appointment].</b><sup>22</sup></p> <p>With</p> <p>34. This is a permanent post. <b>[Note: Employing organisations should amend this paragraph as appropriate for a Fixed Term Appointment and set out the date when it is to end].</b><sup>22</sup></p>	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
59	Page 14 Paragraph 35	<p>Replace</p> <p><b>33.</b> Provisions governing termination of employment are set out in Schedule 19 of the Terms and Conditions.</p> <p>With</p> <p><b>35</b></p> <p>35.1 Where termination of employment is necessary, an employer will give you three months' notice in writing.</p> <p>35.2 You are required to give your employer three months' written notice if you wish to terminate your employment.</p> <p>35.3 Shorter or longer notice periods may apply where agreed between both parties in writing and signed by both.</p> <p>35.4 Employment may be terminated without notice in cases of gross misconduct, gross negligence, or where your registration as a medical doctor (and/or your registration as a dental doctor) has been removed or has lapsed without good reason.</p> <p>35.5 Further terms regarding termination of employment are set out in Schedule 19 of the 2003 TCS for Consultants.</p>	8 October 2020	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
60	Page 14 Paragraph 36	<p>Replace</p> <p>Entire terms</p> <p>With</p> <p>Collective agreement and entire Terms</p> <p>Insert</p> <p>Your employment is governed by this contract and the 2003 TCS for Consultants which is incorporated into your contract.</p> <p>Your terms and conditions may be changed following national collective agreements between the British Medical Association, HCSEA and NHS Employers.</p>	8 October 2020	
61	Page 16 Appendix 1	<p>Insert</p> <p>Appendix 1 – Job Plan</p>	8 October 2020	
62	Pages 17-25 Appendix 2	<p>Insert</p> <p>Appendix 2 – Schedules 13 and 14 of the 2003 TCS for Consultants – England (2003)</p> <p><b>Schedule 13</b></p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p><b>Basic salary and payment for additional programmed activities for consultants appointed before 31 October 2003<sup>42</sup></b></p> <p>1. 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.</p> <p><i>Date of transfer</i></p> <p>2. 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.</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>3. 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 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.</p> <p>Pay Uplifts</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><i>Definition of seniority</i></p> <p>5. 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></p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>6. 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.</p> <p>7. 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.</p> <p><i>Basic pay on commencement</i></p> <p>8. 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:</p> <ul style="list-style-type: none"> <li>• 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;</li> </ul>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• 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></li> </ul> <p>9. For consultants who hold discretionary points or a local clinical excellence award as at 31 March 2018, 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. This will not apply to any local clinical excellence award points received on or after 1 April 2018.<sup>75</sup></p> <p>10. Where a consultant holds a distinction award or a higher clinical excellence award under the current national clinical excellence award scheme as enforced from time to time, 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.</p> <p>11. 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 held as at 31 March 2018. This will not apply to local clinical excellence award points received on or after 1 April 2018.<sup>9</sup></p> <p><b>Pay protection</b></p> <p>12. 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</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>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></p> <p>13. 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.</p> <p><i>Pay thresholds</i></p> <p>14. 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).</p> <p>15. 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.</p> <p>16. 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.</p>		



	Paragraph/Page no.	Amendment	Date amended	Circular number																				
		<p>17. Unallocated.</p> <p>Unallocated<sup>11</sup></p> <p><b>Annex A<sup>12, 34</sup></b></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">www.nhsemployers.org</a><sup>76</sup></p> <p>Table 1: Pay progression for consultants appointed before 31 October 2003</p> <table border="1" data-bbox="465 850 1637 1337"> <thead> <tr> <th data-bbox="465 850 636 962">Seniority at transfer</th> <th data-bbox="636 850 1048 962">Years after transfer before threshold level changes</th> <th data-bbox="1048 850 1223 962">Pay threshold</th> <th data-bbox="1223 850 1447 962"></th> <th data-bbox="1447 850 1637 962">Pay scale</th> </tr> </thead> <tbody> <tr> <td data-bbox="465 962 636 1074">30+</td> <td data-bbox="636 962 1048 1074">On transfer to new contract 1 year after transfer 2 years after transfer</td> <td data-bbox="1048 962 1223 1074">7 8</td> <td data-bbox="1223 962 1447 1074"></td> <td data-bbox="1447 962 1637 1074">MC71</td> </tr> <tr> <td data-bbox="465 1074 636 1225">21-29</td> <td data-bbox="636 1074 1048 1225">On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer</td> <td data-bbox="1048 1074 1223 1225">6 7 8</td> <td data-bbox="1223 1074 1447 1225"></td> <td data-bbox="1447 1074 1637 1225">MC70</td> </tr> <tr> <td data-bbox="465 1225 636 1337">20</td> <td data-bbox="636 1225 1048 1337">On transfer to new contract 1 year after transfer 3 years after transfer</td> <td data-bbox="1048 1225 1223 1337">6 7</td> <td data-bbox="1223 1225 1447 1337"></td> <td data-bbox="1447 1225 1637 1337">MC69</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	6 7		MC69		
Seniority at transfer	Years after transfer before threshold level changes	Pay threshold		Pay scale																				
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20	On transfer to new contract 1 year after transfer 3 years after transfer	6 7		MC69																				

	Paragraph/Page no.	Amendment	Date amended	Circular number
		4 years after transfer	8	
	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 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		

	Paragraph/Page no.	Amendment	Date amended	Circular number			
			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 12 years after transfer	6 7 8	MC60		
	10		On transfer to new contract 4 years after transfer 8 years after transfer 13 years after transfer	6 7 8	MC59		
	9		On transfer to new contract 4 years after transfer 9 years after transfer 14 years after transfer	6 7 8	MC58		
	8		On transfer to new contract 5 years after transfer 10 years after transfer 15 years after transfer	6 7 8	MC57		
	7		On transfer to new contract 5 years after transfer 10 years after transfer	6 7	MC57		

	Paragraph/Page no.	Amendment				Date amended	Circular number
			15 years after transfer	8			
	6	On transfer to new contract	1 year after transfer	5		MC56	
			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	*		MC55	
			2 years after transfer	5			
			6 years after transfer	6			
			11 years after transfer	7			
			16 years after transfer	8			
	4	On transfer to new contract	1 year after transfer	3		MC54	
			2 years after transfer	4			
			3 years after transfer	5			
			6 years after transfer	6			
			11 years after transfer	7			
			16 years after transfer	8			
	3	On transfer to new contract	1 year after transfer	*		MC53	
			2 years after transfer	4			
			3 years after transfer	5			
			7 years after transfer	6			

	Paragraph/Page no.	Amendment				Date amended	Circular number	
			12 years after transfer 17 years after transfer	7 8				
		2	On transfer to new contract 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	On transfer to new contract 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		
		<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><b>Schedule 14</b></p>						

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p><b>Basic salary and payment for additional programmed activities for consultants appointed after 31 October 2003<sup>43</sup></b></p> <ol style="list-style-type: none"> <li>1. 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. There are eight pay thresholds for consultants first appointed on or after 31 October 2003, the value of which is set out in a Pay Circular (see Annex B: Note 1). Subject to the provisions in Schedule 15, there is eligibility for annual progression up to threshold 5; whilst eligibility for progression through the next three thresholds shall occur at five-yearly intervals.</li> <li>2. 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.</li> </ol> <p>Pay Uplifts</p> <ol style="list-style-type: none"> <li>3. Increases to pay threshold values may be determined from time to time following the recommendations of the Review Body on Doctors' and Dentists' Remuneration.</li> </ol>		

		<p><i>Basic pay and pay thresholds</i></p> <p>4. 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.</p> <p>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.<sup>13</sup></p> <p>6. 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></p> <p>7. 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 held as at 31 March 2018. This will not apply to local clinical excellence award points received on or after 1 April 2018.<sup>15, 77</sup></p> <p>8. 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).</p>		
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	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>9. 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.</p> <p>10. For consultants who hold discretionary points or a local clinical excellence award as at 31 March 2018, 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. This will not apply to any local clinical excellence award points received on or after 1 April 2018.<sup>78</sup></p> <p>11. Where a consultant holds a national clinical excellence award under any national clinical excellence award scheme as enforced from time to time, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of local clinical excellence awards.</p> <p>12. 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.<sup>57</sup></p> <p><b>Annex B</b><sup>16, 35</sup></p>		



	Paragraph/Page no.	Amendment	Date amended	Circular number																																								
		<p>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">www.nhsemployers.org</a> <sup>79</sup></p> <p>Table 1: Pay progression for consultants appointed on or after 31 October 2003</p> <table border="1" data-bbox="450 651 1641 1327"> <thead> <tr> <th data-bbox="450 651 642 799">Threshold</th> <th data-bbox="642 651 869 799">Years completed as a consultant</th> <th data-bbox="869 651 1077 799"></th> <th data-bbox="1077 651 1361 799">Period before eligibility for next threshold</th> <th data-bbox="1361 651 1641 799">Payroll point</th> </tr> </thead> <tbody> <tr> <td data-bbox="450 799 642 874">1</td> <td data-bbox="642 799 869 874">0</td> <td data-bbox="869 799 1077 874"></td> <td data-bbox="1077 799 1361 874">1 year</td> <td data-bbox="1361 799 1641 874">MC72 Point 00</td> </tr> <tr> <td data-bbox="450 874 642 949">2</td> <td data-bbox="642 874 869 949">1</td> <td data-bbox="869 874 1077 949"></td> <td data-bbox="1077 874 1361 949">1 year</td> <td data-bbox="1361 874 1641 949">MC72 Point 01</td> </tr> <tr> <td data-bbox="450 949 642 1024">3</td> <td data-bbox="642 949 869 1024">2</td> <td data-bbox="869 949 1077 1024"></td> <td data-bbox="1077 949 1361 1024">1 year</td> <td data-bbox="1361 949 1641 1024">MC72 Point 02</td> </tr> <tr> <td data-bbox="450 1024 642 1099">4</td> <td data-bbox="642 1024 869 1099">3</td> <td data-bbox="869 1024 1077 1099"></td> <td data-bbox="1077 1024 1361 1099">1 year</td> <td data-bbox="1361 1024 1641 1099">MC72 Point 03</td> </tr> <tr> <td data-bbox="450 1099 642 1174">5</td> <td data-bbox="642 1099 869 1174">4</td> <td data-bbox="869 1099 1077 1174"></td> <td data-bbox="1077 1099 1361 1174">5 years</td> <td data-bbox="1361 1099 1641 1174">MC72 Point 04</td> </tr> <tr> <td data-bbox="450 1174 642 1249"></td> <td data-bbox="642 1174 869 1249">5</td> <td data-bbox="869 1174 1077 1249"></td> <td data-bbox="1077 1174 1361 1249">4 years</td> <td data-bbox="1361 1174 1641 1249">MC72 Point 05</td> </tr> <tr> <td data-bbox="450 1249 642 1327"></td> <td data-bbox="642 1249 869 1327">6</td> <td data-bbox="869 1249 1077 1327"></td> <td data-bbox="1077 1249 1361 1327">3 years</td> <td data-bbox="1361 1249 1641 1327">MC72 Point 06</td> </tr> </tbody> </table>	Threshold	Years completed as a consultant		Period before eligibility for next threshold	Payroll point	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		
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	Paragraph/Page no.	Amendment					Date amended	Circular number
			7		2 years	MC72 Point 07		
			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		

	Paragraph/Page no.	Amendment	Date amended	Circular number
63	Pages 26-27 Appendix 3	<p>Insert</p> <p>Appendix 3 – Schedule 15 of the 2003 TCS for Consultants – England (2003)</p> <p><i>Pay thresholds</i></p> <p><i>Criteria for pay thresholds</i></p> <p>1. Following the annual Job Plan review, the clinical manager who has conducted the Job Plan review will report the outcome, via the Medical Director, to the Chief Executive and copied to the consultant and the Chief Executive of any other NHS organisation with which the consultant holds a contract of employment, setting out for the purposes of decisions on pay thresholds whether the consultant has:</p> <ul style="list-style-type: none"> <li>• made every reasonable effort to meet the time and service commitments in the Job Plan;</li> <li>• participated satisfactorily in the appraisal process;</li> <li>• participated satisfactorily in reviewing the Job Plan and setting personal objectives;</li> <li>• met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the consultant’s control, made every reasonable effort to do so;</li> </ul>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• worked towards any changes identified in the last Job Plan review as being necessary to support achievement of the employing organisation's objectives;</li> <li>• taken up any offer to undertake additional Programmed Activities that the employing organisation has made to the consultant in accordance with Schedule 6 of these 2003 TCS for Consultants</li> <li>• met the standards of conduct governing the relationship between private practice and NHS commitments set out in Schedule 9.</li> </ul> <p>2. The Chief Executive, informed by the Medical Director's recommendation, will subsequently decide each year whether the consultant has met the criteria.</p> <p>3. Where one or more of the criteria are not achieved in any year, the Chief Executive will have the discretion to decide where appropriate, for instance because of personal illness, that the consultant should nonetheless be regarded as having met the criteria for that year.</p> <p>4. Consultants should not be penalised if objectives have not been met for reasons beyond their control. Employers and consultants will be expected to identify problems (affecting the likelihood of meeting objectives) as they emerge, rather than wait until the job plan review.</p> <p>5. It will be the norm for consultants to achieve pay progression. Pay progression may only be deferred where the consultant has not met the specified criteria at paragraph 1 of this Schedule. Employing organisations</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>cannot introduce any new criteria. For instance, pay progression cannot be withheld or delayed on the grounds of the employing organisation's financial position. Nor would it be acceptable for NHS organisations to use any system of quotas for pay progression.</p> <p>6. A consultant has the right of appeal against a decision by the Chief Executive that he or she has not met the criteria in respect of any given year. In the event of an appeal, it will be the responsibility of the employing organisation to show why this decision was taken. The appeal process is at Schedule 4 of the 2003 TCS for Consultants.</p> <p><b>Process for award of pay thresholds</b></p> <p>7. When a consultant becomes eligible for a pay threshold by virtue of fulfilling the required number of years' service in Schedule 13 or Schedule 14 of the 2003 TCS for Consultants, he or she will receive that pay threshold provided that the Chief Executive agrees that they have met the criteria above in each year since the award of the previous threshold or, in the case of a consultant's first pay threshold, since the commencement of a contract subject to these terms and conditions.</p> <p>8. Where the Chief Executive has decided in any one year that a consultant has not met the necessary criteria, the employing organisation will defer the award of the appropriate pay threshold for one year beyond the date on which they would otherwise have received the threshold. Provided the Chief Executive decides that a consultant has met the criteria in the intervening year, he or she will receive that pay threshold from the start of the following year.</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
64	Pages 28-31 Appendix 4	<p>Insert</p> <p>Appendix 4 – Schedule 16 of the 2003 TCS for Consultants – England (2003)</p> <p><b>Pay supplements<sup>32</sup></b></p> <p><b><i>On-call availability supplement</i></b></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"> <li>• the contribution of the consultant to the on-call rota and</li> <li>• the category of the consultant's on-call duties.</li> </ul> <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</p>	8 October 2020	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>arrangements that the consultant may make with colleagues to provide on-call cover.</p> <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"> <li>• <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;</li> <li>• <u>Category B</u>: this applies where the consultant can typically respond by giving telephone advice and/or by returning to work later.</li> </ul> <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>		

	Paragraph/Page no.	Amendment	Date amended	Circular number														
		<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> <p>Table 1</p> <p>On-call availability supplement</p> <table border="1" data-bbox="452 863 1585 1219"> <thead> <tr> <th data-bbox="452 863 831 995" rowspan="2">Frequency of rota commitment</th> <th colspan="2" data-bbox="831 863 1585 938">Value of availability supplement as a percentage of full-time basic salary</th> </tr> <tr> <th data-bbox="831 938 1207 995">Category A</th> <th data-bbox="1207 938 1585 995">Category B</th> </tr> </thead> <tbody> <tr> <td data-bbox="452 995 831 1070">High frequency: 1 in 1 to 1 in 4</td> <td data-bbox="831 995 1207 1070">8.0%</td> <td data-bbox="1207 995 1585 1070">3.0%</td> </tr> <tr> <td data-bbox="452 1070 831 1145">Medium frequency: 1 in 5 to 1 in 8</td> <td data-bbox="831 1070 1207 1145">5.0%</td> <td data-bbox="1207 1070 1585 1145">2.0%</td> </tr> <tr> <td data-bbox="452 1145 831 1219">Low frequency: 1 in 9 or less frequent</td> <td data-bbox="831 1145 1207 1219">3.0%</td> <td data-bbox="1207 1145 1585 1219">1.0%</td> </tr> </tbody> </table> <p>8. Unallocated.<sup>44</sup></p>	Frequency of rota commitment	Value of availability 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><i>London Weighting Allowance</i></p> <p>9. 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.<sup>45</sup></p> <p>10. 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.<sup>46</sup></p> <p>11. A reduced rate of London Weighting is payable to resident staff who receive free accommodation.<sup>47</sup></p> <p>12. Part time consultants shall receive the appropriate proportion of London Weighting.</p> <p><i>Recruitment and retention premia</i></p> <p>13. 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>		
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	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>14. 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>15. Before making such an award, employing organisations will:</p> <ul style="list-style-type: none"> <li>• set out evidence of difficulties in recruiting and retaining consultants in the particular specialty, or post in question;</li> <li>• set out evidence that they have adequately considered and tried non-pay solutions to such difficulties;</li> <li>• consult with other NHS employing organisations and other appropriate bodies such as the Strategic Health Authority for the area in question.</li> </ul> <p><i>Other payments and allowances</i></p> <p>16. A consultant may be entitled to certain other payments and allowances at the discretion of the employing organisation.<sup>48</sup></p> <p><i>Directors of Public Health</i></p> <p>17. 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:</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<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<sup>49</sup></p> <p>18. Supplements shall be an element of remuneration and shall be pensionable.<sup>50</sup></p> <p>19. 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>20. 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> <p>21. 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.<sup>51</sup></p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
65	Page 31 Appendix 5	Insert  Appendix 5 - Rates of Basic Pay  <i>[note: Employing organisations to attach the relevant rates of pay in the latest pay circular]</i>	8 October 2020	
66	Pages 95 -102  Updated Schedule 30, Page 99, Paragraph 17	Correction  Existing LCEA will be retained for existing LCEA award holders and these awards shall remain pensionable and consolidated but subject to the review process set out in <i>paragraph 18. [previously paragraph 17]</i>	14 September 2021	
67	Pages 95-102 Updated Schedule 30, Page 99 Paragraph 16	Formatting correction  iv. future LCEA. <i>[indented as bullet point]</i>	4 March 2022	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
	Page 105 Paragraph 25	Correction  i. if their existing NCEA is due for renewal and their application has been unsuccessful, the consultant will revert to a local CEA in line with a reversion process equivalent to that outlined in <i>10(ii)</i> [previously <i>9(ii)</i> ]		
68	Page 95 SCH 30 Title	Replace  Schedule 30 of the national terms and conditions for NHS consultants in England  Version 2 (amended 31 <sup>st</sup> March 2021)  Schedule 30 Clinical Excellence Awards  With  Schedule 30 Clinical Excellence Awards	January 2023	
69	Page 95 - 99	Remove  For the purposes of this schedule, the following definitions will apply:	January 2023	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• Existing LCEA: Local clinical excellence awards granted prior to 1 April 2018 under existing local clinical excellence awards schemes in place as at 31 March 2018.</li> <li>• New LCEA: Local clinical excellence awards granted between 1 April 2018 and 31 March 2022.</li> <li>• Future LCEA: Local performance awards granted from 1 April 2022.</li> <li>• Existing NCEA: National clinical excellence awards granted under the existing NCEA scheme.</li> <li>• Existing NCEA scheme: The national clinical excellence awards scheme as at 31 March 2018.</li> <li>• Future NCEA: National performance awards granted following the introduction of a future NCEA scheme.</li> <li>• Future NCEA scheme: A reformed NCEA scheme or schemes introduced by the Secretary of State for Health and Social Care on or after 1 April 2021, following changes to the existing NCEA scheme in accordance with paragraph 22 below.</li> <li>• Employers, employing organisations and employees to which this schedule applies: This schedule applies to all consultants employed under the Terms and Conditions – Consultants (England) 2003 and their employers.</li> <li>• Award rounds: An annually run process which considers evidence of an individual's performance prior to 1 April of the award round year.</li> </ul>		

		<p>Arrangements from 1 April 2018</p> <p>2. Subject to the separate arrangements as provided for at paragraph 9 below in relation to the suspension of the 2020 and 2021 LCEA award rounds and the distribution of LCEA funding by way of annual one-off non-consolidated payments to all eligible consultants in relation to the 2020-2021 and 2021-2022 financial years only, employers must until 31 March 2022 run annual local clinical excellence awards (LCEA) rounds with reference to amended 2012 ACCEA guidance on employer-based awards<sup>5</sup>. Existing LCEA schemes can be amended where there is agreement with the joint local negotiating committee (JLNC)<sup>6</sup>. Separate provisions in regard to amendment and alteration of future LCEA schemes or new performance pay schemes will apply from 1 April 2022 as set out at paragraph 13 below.</p> <p>3. Existing LCEA shall remain pensionable and consolidated. Awards under any 2017 LCEA award round that an employer may run and which concludes after 31 March 2018 should be granted in line with any existing LCEA arrangements in place prior to 1 April 2018. Such awards are treated as existing LCEA with payment backdated to 1 April 2017 (or other appropriate date in the period 1 April 2017 – 31 March 2018 as determined by the local arrangements). All payments made as part of the 2018 round will be made in line with paragraph 5.</p> <p>4. The value of existing LCEA and new LCEA from 1 April 2018 will be subject to uplift in line with recommendations made by the Doctors' and Dentists' Pay Review Body (DDRB) that are implemented by the Department of Health and Social Care (DHSC). Where an individual in receipt of an existing LCEA moves to another NHS organisation, and continues to work within the speciality for</p>		
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	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>which the award was made, the award will continue to be paid by the new employer, subject to the provisions on change of circumstances as set out in part 9 of the 2012 Advisory Committee on Clinical Excellence Awards (ACCEA) guidance on employer-based awards.</p> <p>5. For the LCEA rounds relating to the 2018-19 and 2019-20 financial years, the investment ratio for new LCEA will be set at 0.3 as outlined in the table below.</p> <p>For the period 1 April 2020 to 31 March 2021, the minimum investment ratio for the funding of annual one-off non-consolidated payments to all eligible consultants shall be set on the basis of 0.424 points per eligible consultant for that year.</p> <p>For the period 1 April 2021 to 31 March 2022, the minimum investment ratio for the funding of annual one-off non-consolidated payments to all eligible consultants shall be set on the basis of 0.218 points per eligible consultant for that year.</p> <p>For these purposes, 'eligible consultants' are those with at least one year's service at consultant level and who do not hold an existing LCEA Level 9, an existing NCEA, or a distinction award.</p>		

5 Amended 2012 ACCEA guidance on employer-based awards will be finalised and agreed with the recognised trade unions.

6 All references in this document to joint local negotiating committees (JLNC) will also be considered to apply to any other appropriate consultant representative group where no JLNC exists



	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>This funding cannot be deferred and must be awarded in full each and every year, unless there is agreement with the JLNC that any uncommitted funds will be carried forward and spent on awards in the following year. For the avoidance of doubt at a minimum:</p> <ul style="list-style-type: none"> <li>• funding for new LCEA awarded between 1 April 2018 and 31 March 2019 will be recurrent for three further years until 31 March 2022 (0.3 points per eligible consultant)</li> <li>• funding for new LCEA awarded between 1 April 2019 and 31 March 2020 will be recurrent for two further years until 31 March 2022 (0.3 points per eligible consultant, cumulative total of 0.6 points per eligible consultant)</li> <li>• funding for one-off non-consolidated payments for the period from 1 April 2020 to 31 March 2021 will be recurrent for one further year until 31 March 2022 (0.424 points per eligible consultant, cumulative total of 1.024 points per eligible consultant)</li> <li>• funding for one-off non-consolidated payments for the period from 1 April 2021 to 31 March 2022 will be for one year until 31 March 2022 (0.218 points per eligible consultant, cumulative total of 1.242 points per eligible</li> </ul>		

	Paragraph/Page no.	Amendment	Date amended	Circular number															
		<p>consultant on FTE basis provided awards are made in full to those working part time<sup>7</sup>).</p> <table data-bbox="577 475 1523 893"> <thead> <tr> <th data-bbox="577 475 779 510">Year</th> <th data-bbox="779 475 1115 587">Additional Funding (points per eligible consultant)</th> <th data-bbox="1115 475 1523 587">Cumulative Funding (points per eligible consultant for that year)</th> </tr> </thead> <tbody> <tr> <td data-bbox="577 587 779 667">2018-2019</td> <td data-bbox="779 587 1115 622">0.3</td> <td data-bbox="1115 587 1523 622">0.3</td> </tr> <tr> <td data-bbox="577 667 779 746">2019-2020</td> <td data-bbox="779 667 1115 702">0.3</td> <td data-bbox="1115 667 1523 702">0.6</td> </tr> <tr> <td data-bbox="577 746 779 826">2020-2021</td> <td data-bbox="779 746 1115 782">0.424</td> <td data-bbox="1115 746 1523 782">1.024</td> </tr> <tr> <td data-bbox="577 826 779 893">2021-2022</td> <td data-bbox="779 826 1115 861">0.218</td> <td data-bbox="1115 826 1523 861">1.242</td> </tr> </tbody> </table> <p>Except for the separate arrangements made at paragraph 9 below in relation to 2020-2021 and 2021-2022 only, employers will normally open awards rounds in April every year which will cover work undertaken prior to 31 March of that year.</p>	Year	Additional Funding (points per eligible consultant)	Cumulative Funding (points per eligible consultant for that year)	2018-2019	0.3	0.3	2019-2020	0.3	0.6	2020-2021	0.424	1.024	2021-2022	0.218	1.242		
Year	Additional Funding (points per eligible consultant)	Cumulative Funding (points per eligible consultant for that year)																	
2018-2019	0.3	0.3																	
2019-2020	0.3	0.6																	
2020-2021	0.424	1.024																	
2021-2022	0.218	1.242																	

<sup>7</sup> For 2018/19 – 2019/20, less than full time (LTFT) staff were eligible for a pro-rata-ed award value. For 2020/21 and 21/22, where the award rounds were temporarily suspended during the pandemic and an equal distribution process implemented, LTFT staff were entitled to receive an equal share of the overall investment, with the overall investment calculated on an FTE basis.

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>6. If the existing NCEA scheme is reformed prior to 31 March 2022, and future NCEA are of lower value, then the costs associated with any additional payments made through employers' local performance pay schemes (as set out in paragraph 25) will be met by a reallocation of the previous NCEA funding stream to the new LCEA funding stream and will be met in addition to the cost outlined in the table above.</p> <p>7. Payments for new LCEA points made from 1 April 2018 and the one off LCEA payments made in respect of the 2020/2021 and 2021/2022 financial years will be non-consolidated and non-pensionable, payable in accordance with the table set out at paragraph 5 above by lump sum, and will not include an uplift for those undertaking additional programmed activities (APA)</p> <p>8. Where an individual in receipt of a new LCEA, paid over multiple years, leaves the awarding organisation before the full value of the award is paid, the individual's new employing organisation, to which this schedule applies, will undertake to pay the remaining value of the award. The payment of the remaining value of this award will be met from within the new employing organisation's awards funding for the relevant years. The money within the former employing organisation freed up by the departure of the multiple-year award holder will be reinvested into the award funding of future years. If the multiple-year award holder ceases to work for any employer to which this schedule applies, they will no longer receive any award value from the date that they leave that employer.</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>9. In the years 1 April 2020 to 31 March 2021 and 1 April 2021 to 31 March 2022, in response to the exceptional circumstances arising from the outbreak of the COVID-19 pandemic, it is agreed that the operation of the LCEA awards round by employers shall be suspended for those years only. Instead, the following arrangements shall apply in respect of those years only (unless otherwise agreed by the JLNC):-</p> <p>Funding that will have been allocated to employers to pay for new LCEA in respect of 2020-2021 based on the funding ratio set out in paragraph 5 above, together with any outstanding LCEA funding which has been rolled over since 2018, shall be distributed equally among all eligible consultants (as defined in paragraph 5 above) by way of a one-off non-consolidated payment through the employer's payroll.</p> <p>For the 2021 round covering 1 April 2021 to 31 March 2022 and for this round only, this equal distribution shall include and be made in full to consultants on the 2003 TCS who have completed a minimum of 12 months of service and who:</p> <ul style="list-style-type: none"> <li>• are part-time consultants (less than full time (LTFT))</li> <li>• are not at work by reason of sickness, including sickness or self-isolation relating to the COVID-19 pandemic</li> <li>• are absent on maternity, paternity, adoption or shared parental leave</li> </ul>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• are clinical academics employed via an honorary contract (which incorporates the terms of the Consultant Contract 2003)</li> <li>• work for multiple employers (these consultants will only be eligible for a single payment from their main substantive employer)</li> <li>• are employed on a fixed term basis.</li> </ul> <p>This equal distribution shall be made in the form of an annual one-off, non-consolidated payment payable in 2020-2021 and 2021-2022, which shall not be pensionable.</p> <p>10. New local variations to the existing LCEA schemes may be introduced by agreement with the JLNC until 31 March 2022 except that up until 31 March 2022 the following provisions shall continue to apply and cannot be varied locally:</p> <ul style="list-style-type: none"> <li>i. Any LCEA schemes must retain an internal appeals mechanism in line with existing processes or, where these do not exist, in line with the process set out in the amended 2012 ACCEA employer-based award guidance.</li> <li>ii. A requirement that any individual who has been awarded an existing NCEA (i.e. bronze, silver, gold, or platinum award), and whose renewal application is unsuccessful, will revert to either a Level 7 or 8 existing</li> </ul>		

	Paragraph/Page no.	Amendment	Date amended	Circular number								
		<p>LCEA or will not receive an award as determined by the following existing NCEA renewal scores.</p> <table border="1" data-bbox="687 472 1402 687"> <thead> <tr> <th data-bbox="687 472 840 512">Score</th> <th data-bbox="840 472 1402 512">Outcome</th> </tr> </thead> <tbody> <tr> <td data-bbox="687 512 840 571">≥ 27</td> <td data-bbox="840 512 1402 571">Revert to Level 8 LCEA</td> </tr> <tr> <td data-bbox="687 571 840 630">14-26</td> <td data-bbox="840 571 1402 630">Revert to Level 7 LCEA</td> </tr> <tr> <td data-bbox="687 630 840 687">&lt; 14</td> <td data-bbox="840 630 1402 687">Full loss of award payment</td> </tr> </tbody> </table> <p>These Level 7 or 8 awards will be in the form of consolidated and pensionable existing LCEA. In circumstances where the individual's score is &lt;14, the value of the award will cease to be paid. This reversion will apply to all consultants who are in receipt of existing NCEA awarded under the national scheme as it existed on 1 April 2018, including all those who are awarded an existing NCEA subsequently until such time as the scheme has been nationally reformed.</p> <p>iii. The funding for such reversions from existing NCEA to existing LCEA in 2018-2019 will be funded from outside the 0.3 funding ratio for new LCEA applicable in respect of that year. For the years 2019-2020 to 2021-2022 the funding for such reversions will be funded from within the funding ratios for new LCEA and funding for one-off payments applicable in respect of those years as provided at paragraph 5 above.</p>	Score	Outcome	≥ 27	Revert to Level 8 LCEA	14-26	Revert to Level 7 LCEA	< 14	Full loss of award payment		
Score	Outcome											
≥ 27	Revert to Level 8 LCEA											
14-26	Revert to Level 7 LCEA											
< 14	Full loss of award payment											

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>iv. Other than in exceptional circumstances, such as an extended period of ill health absence, if an existing NCEA holder does not submit a renewal application, there will be no reversion to LCEA and the value of the award will be lost.</p> <p>11. Any LCEA scheme and any local variation must comply with the Equality Act 2010. To the extent that any terms are unlawfully discriminatory, and no corrective local variation to the LCEA scheme can be agreed with the JLNC within six months of the date at which the issue was raised with the JLNC that removes the discriminatory effect, the employer may modify the scheme or delete the term to the minimum extent necessary to remove such discriminatory effect. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the LCEA scheme.</p>		
70	Page 99	<p>Replace</p> <p>Arrangements from 1 April 2022</p> <p>With</p> <p>1. For the purposes of this schedule the following definitions will apply:</p>	January 2023	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<ul style="list-style-type: none"> <li>• Pre-2018 LCEA: Local clinical excellence awards granted prior to 1 April 2018 under local clinical excellence awards schemes in place as of 31 March 2018.</li> <li>• LCEA: Local clinical excellence awards granted from 1 April 2022.</li> <li>• NCEA: National clinical excellence awards granted under the NCEA scheme.</li> <li>• NCEA scheme: The national clinical excellence awards scheme in place until 31 March 2022.</li> <li>• NCIA: National clinical impact awards granted under the NCIA scheme<sup>1</sup>.</li> <li>• NCIA scheme: The national clinical impact awards scheme from 1 April 2022.</li> <li>• Employers, employing organisations and employees to which this schedule applies: This schedule applies to all consultants employed under the Terms and Conditions – Consultants (England) 2003 and their employers.</li> <li>• Award rounds: An annually run process which considers evidence of an individual's performance prior to 1 April of the award round year.</li> </ul> <p>Footnote <sup>1</sup> NCIA reforms introduced by Government on 1 April 2022 were outside of the national collective bargaining arrangements and were not agreed with the trade union side.</p>		



	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
71	Page 99 Paragraph 12	<p>Replace</p> <p>12. The following arrangements will apply to existing LCEA, new LCEA, and future LCEA</p> <p>With</p> <p>The following arrangements will apply from 1 April 2022. Contractual provisions covered by this schedule for the period 1 April 2018 – 31 March 2022 can be found in the Terms and Conditions – Consultants (England) 2003 record of amendments documentation.</p>	January 2023	
72	Page 99 Paragraph 13	<p>Replace</p> <p>13. Local variations to any LCEA schemes or new performance pay schemes (for future LCEAs) may be introduced by the employer in consultation with the JLNC. However, the provisions in paragraphs 14 – 20 shall continue to apply and cannot be varied locally:</p> <p>With</p> <p>2. Local variations to any LCEA schemes may be introduced by the employer in consultation with the JLNC. However, the provisions in paragraphs 3 – 14 shall continue to apply and cannot be varied locally.</p>	January 2023	
73	Page 99 Paragraph 14	<p>Replace</p> <p>14. Any future LCEA scheme must include an appeals mechanism.</p>	January 2023	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		With 3. Any LCEA scheme must include an appeals mechanism.		
74	Page 99 Paragraph 15	Replace 15. Future LCEA will be non-consolidated and non-pensionable and will be payable for a period of up to three years, paid annually by lump sum and will not include an uplift for those undertaking additional programmed activities.  With 4. LCEAs will be non-consolidated and non-pensionable and will be payable for a period of up to three years, paid annually by lump sum and will not include an uplift for those undertaking additional programmed activities (APA).	January 2023	
75	Page 99-100 Paragraph 16	Replace 16. The minimum amount invested and paid annually in future LCEA per eligible full time equivalent (FTE) consultant within each employing organisation will be no less than the level spent on existing LCEA in 2016/17 (circa £7900 per FTE not including employer National Insurance contributions) <sup>8</sup> . The minimum amount invested in future LCEA per eligible FTE will be published in the relevant pay circular. If the existing NCEA scheme is reformed and future NCEA are of a lower value, then the costs	January 2023	

<sup>8</sup> The per FTE minimum will be based on eligible FTE and Local CEA Scheme spend as at 1 April 2016 using data derived from the Electronic Staff Record.

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>associated with any additional payments made through employers' local performance pay schemes (as set out in paragraph 24) will be met by reallocation of the previous NCEA funding stream to the future LCEA funding stream. These costs will be met in addition to the money spent on existing LCEA in 2016/17 (for example by increasing the circa £7.9k per FTE). Award values will be subject to uplift in line with recommendations made by the DDRB that are implemented by the DHSC. For these purposes 'eligible' will be defined as substantively employed consultants with at least one year's service (on 1 April of the award year) at consultant level who do not hold a NCEA or a distinction award. Spend on local performance pay from this sum will include monies expended on:</p> <ul style="list-style-type: none"> <li>i. the continued payment of consolidated existing LCEA set out in paragraph 17</li> <li>ii. Any new LCEA of greater than one year's duration that are paid beyond April 2022</li> <li>iii. from 1 April 2022, costs associated with the reversion mechanism for existing and future NCEA holders set out in paragraph 10(ii)</li> <li>iv. future LCEA.</li> </ul> <p>With</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>6. Costs associated with any additional payments made through employers' local performance pay schemes, as set out in paragraph 19, will be met by reallocation of the previous NCEA funding stream to the LCEA funding stream. These costs will be met in addition to the minimum amount to be invested detailed in paragraph 5.</p> <p>7. The level of investment will be subject to uplift in line with recommendations made by the Review Body on Doctors and Dentists Remuneration (DDRB) that are implemented by the Department of Health and Social Care.</p> <p>8. For these purposes 'eligible' will be defined as substantively employed consultants with at least one year's service (on 1 April of the award year) at consultant level who do not hold an NCEA, NCIA or a distinction award.</p> <p>9. Spend on local excellence awards from this sum will include monies expended on all of:</p> <ul style="list-style-type: none"> <li>i.the continued payment of consolidated Pre-2018 LCEA set out in paragraphs 10 -11</li> <li>ii.from 1 April 2022, costs associated with the reversion mechanism for NCIA holders as follows:</li> </ul> <p>A requirement that any individual who has been awarded an NCEA (i.e., bronze, silver, gold, or platinum award) and whose renewal application is unsuccessful, will revert to either a Level 7 or 8 Pre-2018 LCEA or will not receive an award as determined by the following NCEA renewal scores.</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number								
		<table border="1" data-bbox="452 357 1216 571"> <thead> <tr> <th data-bbox="452 357 680 395">Score</th> <th data-bbox="680 357 1216 395">Outcome</th> </tr> </thead> <tbody> <tr> <td data-bbox="452 395 680 459">≥ 27</td> <td data-bbox="680 395 1216 459">Revert to Level 8 LCEA</td> </tr> <tr> <td data-bbox="452 459 680 512">14-26</td> <td data-bbox="680 459 1216 512">Revert to Level 7 LCEA</td> </tr> <tr> <td data-bbox="452 512 680 571">&lt; 14</td> <td data-bbox="680 512 1216 571">Full loss of award payment</td> </tr> </tbody> </table> <p data-bbox="452 616 1641 719">These Level 7 or 8 awards will be in the form of consolidated and pensionable Pre-2018 LCEA. In circumstances where the individual's score is &lt;14, the value of the award will cease to be paid.</p> <p data-bbox="452 762 1641 831">This reversion will apply to all consultants who are in receipt of NCEA awarded under the NCEA scheme.</p> <p data-bbox="546 874 1357 906">iii. LCEAs awarded under the provisions of this schedule.</p>	Score	Outcome	≥ 27	Revert to Level 8 LCEA	14-26	Revert to Level 7 LCEA	< 14	Full loss of award payment		
Score	Outcome											
≥ 27	Revert to Level 8 LCEA											
14-26	Revert to Level 7 LCEA											
< 14	Full loss of award payment											
76	Page 100 Paragraph 17	<p data-bbox="452 954 573 986">Replace</p> <p data-bbox="452 1029 1641 1326">17. Existing LCEA will be retained for existing LCEA award holders and these awards shall remain pensionable and consolidated but subject to the review process set out in paragraph 18. Existing LCEA holders will continue to receive uplifts when undertaking APA. Award values will be subject to uplift in line with recommendations made by the DDRB that are implemented by the DHSC. Where an individual in receipt of an existing LCEA moves to another employer to which this schedule applies and continues to work within the speciality for which the award was made, the award will continue to be paid by the new employer, subject to the provisions on change of</p>	January 2023									

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>circumstances as set out in the amended 2012 ACCEA guidance on employer-based awards. If the award holder ceases to work for any employer to which this schedule applies, they will no longer receive any award value from the date that they leave that employer.</p> <p>With</p> <p>10. Pre-2018 LCEA will be retained for Pre-2018 LCEA award holders and these awards shall remain pensionable and consolidated but subject to the review process set out in paragraph 12. Pre-2018 LCEA holders will continue to receive uplifts when undertaking APA. Award values will be subject to uplift in line with recommendations made by the DDRB that are implemented by the DHSC.</p> <p>11. Where an individual in receipt of a Pre-2018 LCEA moves to another employer to which this schedule applies and continues to work within the speciality for which the award was made, the award will continue to be paid by the new employer, subject to the provisions on change of circumstances as set out in the amended 2012 ACCEA guidance on employer-based awards. If the award holder ceases to work for any employer to which this schedule applies, they will no longer receive any award value from the date that they leave that employer. With effect from 1 April 2023, a consultant with a pre-2018 LCEA who retires, or partially retires, and returns to the same employer will retain their pre-2018 LCEA.</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number								
77	Page 100 Paragraph 18	<p>Replace</p> <p>18. Existing LCEA will be subject to a process of review, meeting the following key features.</p> <ul style="list-style-type: none"> <li>v. For existing LCEA 1-8, the first review will take place five years after the date of the award of a consultant's last existing LCEA point (but no earlier than 1 April 2022).</li> <li>vi. Existing LCEA will be reviewed by employer-based awards committees or their successor using the existing (i.e. pre- 1 April 2018) 10, 6, 2, 0 ratings and according to the pre-existing (i.e. pre- 1 April 2018) five scoring domains (service delivery, service development, leadership and management, research and innovation, and teaching and training). The following scoring system will apply:</li> </ul> <table border="1" data-bbox="472 938 1617 1302"> <thead> <tr> <th data-bbox="472 938 645 1031">Score</th> <th data-bbox="645 938 1617 1031">Outcome</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 1031 645 1123">&gt; 20</td> <td data-bbox="645 1031 1617 1123">Retain award(s) at current level and will not be reviewed again for five years.</td> </tr> <tr> <td data-bbox="472 1123 645 1216">16 – 19</td> <td data-bbox="645 1123 1617 1216">Retain award(s) at current level and will not be reviewed again for three years.</td> </tr> <tr> <td data-bbox="472 1216 645 1302">11 – 15</td> <td data-bbox="645 1216 1617 1302">Lose one LCEA point (and its associated cash value) and reviewed again after three years.</td> </tr> </tbody> </table>	Score	Outcome	> 20	Retain award(s) at current level and will not be reviewed again for five years.	16 – 19	Retain award(s) at current level and will not be reviewed again for three years.	11 – 15	Lose one LCEA point (and its associated cash value) and reviewed again after three years.	January 2023	
Score	Outcome											
> 20	Retain award(s) at current level and will not be reviewed again for five years.											
16 – 19	Retain award(s) at current level and will not be reviewed again for three years.											
11 – 15	Lose one LCEA point (and its associated cash value) and reviewed again after three years.											

	Paragraph/Page no.	Amendment	Date amended	Circular number				
		<table border="1" data-bbox="472 360 1619 448"> <tr> <td data-bbox="472 360 645 448">≤ 10</td> <td data-bbox="645 360 1619 448">Lose two LCEA points (and their associated cash value) and reviewed again after two years.</td> </tr> </table> <p data-bbox="450 496 1641 639">The duration of any review period will exclude time taken for maternity/paternity/adoption leave or an extended period of absence such as ill-health absence, subject to the arrangements outlined in the amended 2012 ACCEA employer-based award guidance.</p> <p data-bbox="450 679 517 711">With</p> <p data-bbox="450 751 1641 823">12. Pre-2018 LCEA will be subject to a process of review, meeting the following key features.</p> <p data-bbox="618 863 1641 935">I. For Pre-2018 LCEA 1-8, the first review will take place five years after the date of the award of a consultant's last Pre-2018 LCEA point.</p> <p data-bbox="618 935 1641 1158">II. Pre-2018 LCEA will be reviewed by employer-based awards committees or their successor using the Pre- 2018 LCEA 10, 6, 2, 0 ratings and according to the pre-existing five scoring domains (service delivery, service development, leadership and management, research and innovation, and teaching and training). The following scoring system will apply:</p> <table border="1" data-bbox="450 1190 1597 1262"> <tr> <td data-bbox="450 1190 622 1262">Score</td> <td data-bbox="622 1190 1597 1262">Outcome</td> </tr> </table>	≤ 10	Lose two LCEA points (and their associated cash value) and reviewed again after two years.	Score	Outcome		
≤ 10	Lose two LCEA points (and their associated cash value) and reviewed again after two years.							
Score	Outcome							



	Paragraph/Page no.	Amendment	Date amended	Circular number								
		<table border="1" data-bbox="452 357 1599 683"> <tr> <td data-bbox="452 357 622 437">&gt; 20</td> <td data-bbox="622 357 1599 437">Retain award(s) at current level and will not be reviewed again for five years.</td> </tr> <tr> <td data-bbox="452 437 622 517">16 – 19</td> <td data-bbox="622 437 1599 517">Retain award(s) at current level and will not be reviewed again for three years.</td> </tr> <tr> <td data-bbox="452 517 622 596">11 – 15</td> <td data-bbox="622 517 1599 596">Lose one LCEA point (and its associated cash value) and reviewed again after three years.</td> </tr> <tr> <td data-bbox="452 596 622 683">≤ 10</td> <td data-bbox="622 596 1599 683">Lose two LCEA points (and their associated cash value) and reviewed again after two years.</td> </tr> </table> <p data-bbox="613 724 1644 868">iii. The duration of any review period will exclude time taken for maternity/paternity/adoption leave or an extended period of absence such as ill-health absence, subject to the arrangements outlined in the amended 2012 ACCEA employer-based award guidance.</p>	> 20	Retain award(s) at current level and will not be reviewed again for five years.	16 – 19	Retain award(s) at current level and will not be reviewed again for three years.	11 – 15	Lose one LCEA point (and its associated cash value) and reviewed again after three years.	≤ 10	Lose two LCEA points (and their associated cash value) and reviewed again after two years.		
> 20	Retain award(s) at current level and will not be reviewed again for five years.											
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11 – 15	Lose one LCEA point (and its associated cash value) and reviewed again after three years.											
≤ 10	Lose two LCEA points (and their associated cash value) and reviewed again after two years.											
78	Page 100 Paragraph 19	<p data-bbox="452 916 573 948">Replace</p> <p data-bbox="452 986 1644 1171">19. Level 9 existing LCEA will continue to be subject to existing renewal arrangements. For 2020-2021 and 2021-2022 only, no reviews will take place during those years and the reviews will be postponed until after 1 April 2022. Level 9 existing LCEA will be subject to the same scoring mechanism as all other existing LCEA, set out in paragraph 18.</p>	January 2023									

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		<p>With</p> <p>13. Level 9 Pre-2018 LCEA will continue to be subject to renewal arrangements. Level 9 Pre-2018 LCEA will be subject to the same scoring mechanism as all other Pre-2018 LCEA, set out in paragraph 12.</p>		
79	Page 100 Paragraph 20	<p>Replace</p> <p>20. Reversion to existing LCEA for existing NCEA holders who are unsuccessful in their applications for renewal, as set out in paragraph 10(ii) above, will continue to apply. Existing NCEA holders who have reverted to an existing LCEA will have these awards reviewed three years after the date of the reversion, but no earlier than April 2022. Following their reversion to an existing LCEA, the scoring system set out in paragraph 18 will apply.</p> <p>With</p> <p>14. Reversion to Pre-2018 LCEA for NCEA holders who are unsuccessful in their applications for renewal, as set out in paragraph 9(ii), will continue to apply. NCEA holders who have reverted to a Pre-2018 LCEA will have these awards reviewed three years after the date of the reversion Following their reversion to a Pre-2018 LCEA, the scoring system set out in paragraph 12 will apply.</p>	January 2023	

	Paragraph/Page no.	Amendment	Date amended	Circular number
80		<p>Insert</p> <p>15. All local arrangements must comply with the Equality Act 2010. To the extent that any terms are unlawfully discriminatory, and no corrective local variation to the LCEA arrangements can be agreed with the JLNC within six months of the date at which the issue was raised with the JLNC that removes the discriminatory effect, the employer may modify the local arrangements or delete the term to the minimum extent necessary to remove such discriminatory effect. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the LCEA arrangements.</p>	January 2023	
81	Page 101 Title	<p>Replace</p> <p>National clinical excellence awards (NCEA)</p> <p>The provisions below apply solely to the existing NCEA scheme and any future NCEA scheme in England.</p> <p>With</p> <p><b>National clinical excellence awards (NCEA) and National clinical impact awards (NCIA)</b></p> <p>The provisions below apply solely to the NCEA scheme and the NCIA scheme in England.</p>	January 2023	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
82	Page 101 Paragraph 22	<p>Replace</p> <p>22. Apart from the arrangements set out in paragraphs 23, 24, 25 and 26 below, the Secretary of State for Health and Social Care and the DHSC will have the right, after engaging in consultation, to introduce amendments and changes to the existing NCEA scheme from and after 1 April 2021.</p> <p>With</p> <p>17. Apart from the arrangements set out in paragraphs 18 - 20, the Secretary of State for Health and Social Care and the DHSC will have the right, after engaging in consultation, to introduce amendments and changes to the NCEA and NCIA scheme from time to time.</p>	January 2023	
83	Page 101 Paragraph 23	<p>Replace</p> <p>23. Consultants who hold an existing NCEA at any date up to 31 March 2022 will retain their existing NCEA and the associated payment will be consolidated and pensionable, subject to the 2018 ACCEA review processes and paragraph 24 below.</p> <p>With</p> <p>18. Consultants who hold an NCEA at any date up to 31 March 2022 will retain their NCEA and the associated payment will be consolidated and pensionable, subject to the 2018 ACCEA review processes.</p>	January 2023	

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
84	Page 101 Title	Replace  Arrangements under a future NCEA scheme:  With  Arrangements under the NCIA scheme:		
85	Page 101 Paragraph 24	Remove  24. Until the NCEA scheme is reformed, the provisions set out in paragraph 10(ii) will apply to consultants who are unsuccessful in their existing NCEA renewal application.	January 2023	
86	Page 101 - 102 Paragraph 25	Replace  25. The following arrangements will apply to consultants who hold existing NCEA and submit their first renewal application or application for a future NCEA under a future NCEA scheme.  For unsuccessful applicants.  i. if their existing NCEA is due for renewal and their application has been unsuccessful, the consultant will revert to a local CEA in line with a reversion process equivalent to that outlined in 10(ii)	January 2023	

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>ii. if their existing NCEA is not due for renewal but the consultant has submitted an application for a future NCEA which has been unsuccessful, they retain their existing NCEA until the next renewal is due or it lapses.</p> <p>For successful applicants:</p> <p>iii. if a future NCEA Scheme is introduced after 31 March 2022 with lower value awards than those currently paid under the existing NCEA scheme, the following principles will also apply to those with existing NCEAs.</p> <ul style="list-style-type: none"> <li>i A consultant who successfully receives an award under the future NCEA scheme for an equivalent or higher level of performance but attracting a lower value of award will receive an additional payment so that they are paid no less overall than the cash value of their existing NCEA.</li> <li>ii A consultant who receives an award under the future NCEA scheme for a lower level of performance will receive an additional payment so that they are paid no less overall than the cash value of the equivalent lower award in the existing NCEA scheme.</li> <li>iii If the additional payment provided for by paragraph 24(c)(i) or (ii) above is made through an employers' local performance pay scheme, <ul style="list-style-type: none"> <li>it will be met by reallocation of the previous NCEA funding stream to the future LCEA funding stream. In these</li> </ul> </li> </ul>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>circumstances, the consultant will revert to an existing LCEA (as awarded prior to 1 April 2018) of the nearest monetary value to the payment. This will not change the amount of the overall payment received.</p> <ul style="list-style-type: none"> <li data-bbox="611 544 1641 727">iv Beyond 1 April 2022, the existing LCEA component will be subject to the review mechanism outlined in paragraph 18 of this schedule. If a consultant loses one or more existing LCEA points after a review the payment will be reduced to the value of the relevant existing LCEA award.</li> <li data-bbox="611 762 1641 871">v The overall payment for consultants who hold an existing NCEA will be pensionable up to the value of the consultant's award in the existing NCEA scheme.</li> </ul> <p>With</p> <p>19. The following arrangements will apply to consultants who hold an NCEA and submit their first renewal application or application for an NCIA under the NCIA scheme.</p> <p>For unsuccessful applicants.</p> <p>I. if their NCEA is due for renewal and their application for an NCIA has been unsuccessful, the consultant will revert to a Pre-2018 LCEA in</p>		

	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>line with a reversion process equivalent to that outlined in paragraph 9(ii).</p> <p>II.if their NCEA is not due for renewal but the consultant has submitted an application for an NCIA which has been unsuccessful, they retain their NCEA until they successfully apply for an NCIA or the NCEA lapses, whichever is sooner.</p> <p>For successful applicants:</p> <p>III.the following principles will also apply to those with NCEAs.</p> <p>a. a consultant who successfully receives an NCIA for an equivalent or higher level of performance but attracting a lower value of award than paid under the NCEA scheme will receive an additional payment so that they are paid no less overall than the cash value of their NCEA.</p> <p>b. a consultant who receives an NCIA for a lower level of performance will receive an additional payment so that they are paid no less overall than the cash value of the equivalent lower award in the NCEA Scheme.</p> <p>c. If the additional payment provided for by paragraph 19(iii)a – b is made through an employers’ local performance pay scheme, it will be met by reallocation of the previous NCEA funding stream to the LCEA funding stream. In these</p>		



	Paragraph/Page no.	Amendment	Date amended	Circular number
		<p>circumstances, the consultant will revert to a Pre-2018 LCEA of the nearest monetary value to the payment. This will not change the amount of the overall payment received.</p> <p>d. The Pre-2018 LCEA component will be subject to the review mechanism outlined in paragraph 12 of this schedule. If a consultant loses one or more Pre-2018 LCEA points after a review, the payment will be reduced to the value of the relevant Pre-2018 LCEA.</p> <p>e. The overall payment for consultants who hold an NCEA will be pensionable up to the value of the consultant's award in the NCEA Scheme.</p>		
87	Page 102 Paragraph 26	<p>Replace</p> <p>26. Where a consultant submits an unsuccessful application for a future NCEA subsequent to their first application (as outlined in paragraph 25) the consultant will revert to an existing LCEA in line with a reversion process equivalent to that outlined in 9(ii). However, any local CEA points that have been removed through the local review process outlined in paragraph 18 will be deducted from the level to which they revert. The timing of the next local review will not be affected by the new reversion.</p> <p>With</p>		

	<b>Paragraph/Page no.</b>	<b>Amendment</b>	<b>Date amended</b>	<b>Circular number</b>
		20. Where a consultant submits an unsuccessful application for an NCIA subsequent to their first application as outlined in paragraph 19 the consultant will revert to a Pre-2018 LCEA in line with a reversion process equivalent to that outlined in paragraph 9(ii). However, any LCEA points that have been removed through the local review process outlined in paragraph 12 will be deducted from the level to which they revert. The timing of the next local review will not be affected by the new reversion.		

*Pay and Negotiations Team  
NHS Employers  
January 2023*