



Dear Colleague

**GUIDANCE ON THE OPERATION OF THE GP REGISTRAR SCHEME IN SCOTLAND – PAY, ACCOMMODATION, REMOVAL AND ASSOCIATED EXPENSES OF GP SPECIALTY REGISTRARS IN GENERAL PRACTICE – CHANGE OF EMPLOYER RESPONSIBILITY**

**Summary**

1. This circular advises that with effect from 3 August 2011 NHS Education for Scotland (NES) will become the employer of General Practitioner Trainees (GP Specialty Registrars) whilst they are undertaking the GP component of their training.

**Context**

2. Following discussions between SGHD, the BMA, NES and other Boards and the Management Steering Group (MSG), it has been agreed that employer responsibility for GP Specialty Registrars will transfer from GP practices (and Health Boards, where appropriate) to NES with effect from 3 August 2011.

3. This change does not affect the employment status of GP trainees during their hospital placement, or of any other trainees, who will continue to be employed by the relevant NHS Board with whom they are placed.

4. It should be noted that GPStRs who have not completed their training for CCT (Certificate of Completion of Training) by the date of transfer will also become employees of NES.

**Cabinet Secretary Approval**

5. This circular has been approved by the Cabinet Secretary for Health and Wellbeing under Regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 (SI 1991/537).

6 July 2011

**Addressees**

For action

Chief Executive NHS Education for Scotland  
Director of Finance, NHS Education for Scotland

For information

Chief Executives, Health Boards  
Chief Executives, Special Health Boards  
Finance Directors, Health Boards and Special Health Boards  
Directors of Human Resources, Health Boards and Special Health Boards  
Members, Scottish Partnership Forum  
Members, Scottish Terms and Conditions Committee  
Members, Scottish Workforce and Staff Governance Committee  
Management Steering Group

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6. A revised Annex to PCS(GPR)2009/1 along with a Direction to effect this change is attached.

### **Action**

7. NES are asked to:

- make the necessary arrangements to ensure that this change takes effect from 3 August 2011;
- advise GP Specialty Registrars of this change;
- make their own arrangements for obtaining additional copies of this circular which is available on the SHOW website at [www.show.scot.nhs.uk/sehd/publications.asp](http://www.show.scot.nhs.uk/sehd/publications.asp).

### **Enquiries**

8. Employees should direct their personal enquiries to NHS Education for Scotland (NES) or their employing Board, Special Health Board or NHS National Services Scotland (formerly the Common Services Agency).

Yours sincerely



**JOHN COWIE**  
**Deputy Director of Health Workforce & Performance Directorate**

**The Scottish Government**  
Health Workforce Directorate  
Employment and Retention Division



**NATIONAL HEALTH SERVICE  
DIRECTION**

The Scottish Ministers give the following Direction in exercise of the powers conferred by Section 2(5) of the National Health Service (Scotland) Act 1978.

With effect from 3 August 2011 NHS Education for Scotland (NES) shall assume employer responsibility for all GP Specialty Registrars whilst they are undertaking the GP component part of their training.



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6 July 2011

# ANNEX

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**Schedule 1**

**Determination in respect of payments to a GP Specialty Registrar suspended by a direction of the National Health Service Tribunal under section 32A of the National Health Service Act 1978**

## 1) Scope

- a) The following payments shall be made by NHS Education for Scotland (NES) to a GP Trainer approved or deemed to be approved under article 4(5)(d) of the General and Specialist Medical Practice (Education, Training and Qualifications) Order 2003, who is training a GP Specialty Registrar under the GP Registrar Scheme with the approval of the responsible Director of Postgraduate General Practice Education
  - i) a training grant, which shall be paid at the rate specified in Appendix 3. GP Trainers will be entitled to this rate of payment irrespective of whether the GP Specialty Registrar they are training is being trained on a full-time or flexible basis;
- b) If a motor vehicle is provided by the GP training practice for the use of a GP Specialty Registrar in addition to any other motor vehicle(s) used for purposes of the practice, this motor vehicle must meet all legal requirements of the UK, and payments are made to the practice as follows (for rates see Appendix 2):-
  - i) for use of a car by a GP Specialty Registrar undertaking full-time training for one year;
  - ii) for use of a car by a GP Specialty Registrar undertaking part-time training spread over the period of the training, an allowance for each year of training.
- c) Where a GP Specialty Registrar undertakes part-time training for a period of between 1 and 2 years, the allowance payable will be the allowance for 1 year at paragraph 1(b)(i) plus a proportion of the difference between the allowance at 1(b)(i) and the total allowance payable for 2 years' part-time training at 1(b)(ii) above, such proportion to be calculated according to the proportion of 1 year represented by the extension of the training period beyond 1 year. Where a GP Specialty Registrar uses a motor cycle or moped instead of a car the allowance is payable as follows:
  - i) for mopeds and motorcycles up to 50cc engine capacity - 20% of the allowance for a car;
  - ii) for motor cycles over 50cc engine capacity - 33% of the allowance for car.
- d) Subject to the provisions of paragraph k) below, where a GP Specialty Registrar uses his or her private vehicle for any official journey for the purposes of the practice, including travel in connection with domiciliary consultations, mileage allowances (including passenger allowances) will be payable in accordance with the provisions of sub-paragraphs e) to j) below and in accordance with the rates specified in Appendix 2 as appropriate.
- e) No mileage allowance shall be payable to a GP Specialty Registrar for their normal daily journey between their home and the practice premises except that a mileage allowance shall be payable for one return journey on any day between their home and the practice premises, up to a maximum of ten miles in each direction, when they subsequently use their car on an official journey on that day.
- f) Where a GP Specialty Registrar is required by the practice to travel on practice business and in so doing, either
  - i) travels an average of more than 3,500 miles a year, or
  - ii) travels an average of at least 1, 250 miles a year, and

(1) necessarily uses their vehicle an average of at least three days a week, or

(2) spends an average of at least 50% of their time on such travel including the duties performed during the visits, or

iii) travels an average of at least 1000 miles a year and spends an average of at least four days a week on such travels including the duties performed during the visits

mileage allowances including an annual lump sum payable in accordance with the provisions of sub-paragraph g) below shall be payable under the Regular User provisions as set out in Appendix 2.

- g) Where an annual lump sum allowance is payable, payment of that allowance shall be made in equal monthly instalments over a period from 1 April in any year to 31 March in the succeeding year. In the case of GP Specialty Registrars who take up an appointment or leave the employment of their employer after 1 April in any year the total annual lump sum allowance payable should be so calculated that the amount payable is directly proportionate to a full year's allowance.
- h) Where a GP Specialty Registrar is required by the practice to travel on practice business but not meet the criteria for Regular User payments as described in paragraph 1.f) above, the allowance shall be payable at the Standard rate set out in Appendix 2. No annual lump sum allowance is payable if the allowance is payable at the Standard rate.
- i) Standard or regular user rates of mileage allowance shall not apply if a GP Specialty Registrar uses a private motor vehicle in circumstances where travel by public transport would be appropriate. For such journeys an allowance at the public transport rate set out in Appendix 2 shall be paid unless this is higher than the standard or regular user rate for the appropriate engine band, when the lower rate shall be paid.
- j) Where other employees of or partners in the GP Trainer's practice are conveyed in the same vehicle on practice business and their fares, if they travelled by public transport, would otherwise be payable by the practice, passenger allowances at the rates set out in Appendix 2 shall be payable.
- k) Where, in the case of a GP Specialty Registrar placement commencing prior to 1 August 2008 and ending on or after 1 August 2008, arrangements are already in place for the payment of an additional motor vehicle allowance, those established arrangements shall continue for the duration of the placement and the mileage allowances provided for in sub-paragraph d) to j) and specified in Appendix 2 are not payable.
- l) Where necessary:
- i) the cost of installation of an extra telephone extension at the GP Trainer's surgery; and
  - ii) the cost of installation of a new telephone at a GP Specialty Registrar's residence (away from the GP Trainer's surgery);



- iii) the cost of the rental charge for a telephone at a GP Specialty Registrar's residence (away from the GP Trainer's surgery), provided that the GP Specialty Registrar is responsible for payment of the rental charge;
- iv) the cost of installation and the rental charge for a bedroom telephone extension at the GP Specialty Registrar's residence, provided that NES is satisfied that the extension is necessary for the satisfactory performance of the GP Specialty Registrar's duties in the practice and the GP Trainer makes a declaration to that effect;
- v) as an alternative to the cost of the rental charge, the cost of purchasing a telephone handset subject to the maximum cost which otherwise would have been payable for the rental in paragraph 1(l)(iii) and (iv) above. This provision will apply only once for any GP Specialty Registrar in respect of each of the circumstances outlined in paragraph 1(l)(iii) and (iv) above.

## 2) Salary

- a) As salary and board and lodging, the GP Specialty Registrar will be paid a maximum payment based on the basic salary s/he was receiving in his or her last regular NHS hospital post as set out in the appropriate scale in Appendix 3 and increasing on the anniversary of his/her incremental date when in that post to the next higher points in that scale, subject to the exceptions set out below.
- b) The exceptions to these arrangements in the case of a contract of employment entered into before 1 April 2007 (irrespective of whether the GP Specialty Registrar placement commenced before 1 August 2007 or on or after that date) or in the case of a contract of employment entered into on or after 1 April 2007 where the GP Specialty Registrar placement commenced before 1 August 2007 are as follows:
  - i) for a GP Specialty Registrar whose last hospital post was in the House Officer grade the salary will be paid at the point appropriate to the minimum of the Senior House Officer scale and the date of taking up the general practice traineeship will become the GP Specialty Registrar's new incremental date i.e. the date he or she would eventually move on to the second and subsequent points of the Senior House Officer scale, if at all.
  - ii) for a GP Specialty Registrar who was on the maximum of the Senior Registrar scale the salary will be at the appropriate point on the appropriate scale of GP Specialty Registrar salary payments on a mark-time basis.
  - iii) for a GP Specialty Registrar who was previously a Consultant the payment will be equivalent to his or her previous hospital salary on a mark-time basis.
  - iv) for a GP Specialty Registrar who has entered the GP Specialty training programme directly from any public sector appointment (other than those specified in sub-paragraphs (i) to (iii) or sub-paragraph (a)), including a non-consultant career grade post, an appointment as a doctor in HM Armed Forces or an NHS public health appointment, the payment shall not be less as a GP Specialty Registrar than he or she was receiving in that previous appointment. Such doctors should be paid a salary at the rate of the current salary they were receiving in that appointment (including any allowances that formed part of that salary) for the scale point of the last relevant appointment, or salary as a serving officer in HM Armed Forces. This salary will attract Doctors and Dentists Review Body pay uplifts. If the

- c) The exceptions to these arrangements in the case of a contract of employment entered into on or after 1 April 2007 where the GP Specialty Registrar placement commenced on or after 1 August 2007 are as follows:
- i) for a GP Specialty Registrar whose last hospital appointment was in the House Officer grade the salary will be paid at the point appropriate to the minimum of the Specialty Registrar scale and the date of taking up the general practice traineeship will become the GP Specialty Registrar's new incremental date i.e. the date he or she would eventually move on to the second and subsequent points of the Specialty Registrar scale, if at all.
  - ii) for a GP Specialty Registrar who was on the maximum of the Senior Registrar scale the salary will be the appropriate point on the scale of GP Specialty Registrar salaries on a mark time basis.
  - iii) For a GP Specialty Registrar who has entered the GP training programme directly from a substantive hospital or public health appointment (including a consultant or non-consultant career grade) and who had held that post for a period of more than 13 months, unbroken by any period of training, immediately prior to entering GP Training, the GP Specialty Registrar salary payable shall be as set out below.
    - (aa) Except where the provisions of paragraph (dd) below apply, the salary payable shall be based on the pay point reached in the GP Specialty Registrar's previous substantive appointment and retaining the current value of the pay point or threshold reached immediately before entering the GP Training Programme.
    - (bb) The salary payable in accordance with the provisions of paragraph (aa) above will increase during the GP Specialty Registrar's period of employment as a GP Specialty Registrar in accordance with any general pay awards applicable to their last substantive appointment but not moving up the incremental scale,
    - (cc) The total salary payable in accordance with paragraph (aa) above will be calculated as if the GP Specialty Registrar's contracted training duties in the GP placement had been carried out under the terms of their previous substantive appointment.
    - (dd) If the total salary calculated under the provisions of paragraph (aa) above would be less than a salary calculated, in accordance with the scales in Appendix 3, on the basis of the salary point of the last training grade hospital post held by the GP Specialty Registrar, plus the GP Specialty Registrar's supplement, then the salary payable shall be the salary calculated, in accordance with the scales in Appendix 3, on the basis of the last training grade hospital post held by the GP Specialty Registrar, plus the GP Specialty Registrar supplement, and increasing on the anniversary of the GP Specialty Registrar's incremental date to the next higher point in that scale.
  - iv) For a GP Specialty Registrar who has entered the GP training programme directly from a substantive hospital or public health appointment (including a consultant or non-consultant career grade) but who had not held that appointment for a period of more than 13 months, unbroken by any period

of training, immediately prior to entering GP Training, the GP Specialty Registrar salary payable shall be the salary calculated, in accordance with the scales in Appendix 3, on the basis of the last training grade hospital post held by the GP Specialty Registrar, plus the GP Specialty Registrar's supplement.

- v) For a GP Specialty Registrar who has entered the GP training programme directly from any public sector appointment (other than those specified in sub-paragraphs (i) to (iv) or, sub-paragraph (a)) including an appointment as a doctor in HM Armed Forces, the salary shall not be less as a GP Specialty Registrar than he or she was receiving in that previous appointment. The salary for such doctors should be paid at the rate of the current salary they were receiving in that appointment (including any allowances that formed part of that salary) for the scale point of the last relevant appointment, or salary as a serving officer in HM Armed Forces. This salary will attract Doctors and Dentists review Body pay uplifts. If the salary in the previous public sector appointment is lower than the salary point of their last training grade hospital post plus the GP Specialty Registrar supplement, the salary should be based on the latter.

### **3) Supplements**

Where a junior doctor working in a hospital receives remuneration under the New Deal contract which includes a banding supplement based on the intensity or non-compliance of the specific post occupied, and that doctor moves to become a GP Specialty Registrar, the banding supplement is excluded from the basic salary on which his/her GPR supplement is calculated.

### **4) Locum Service**

- a) Where, before taking up appointment as a GP Specialty Registrar, a practitioner was engaged as a locum in a NHS hospital in the same or a higher grade than his or her last regular NHS hospital appointment, the locum service will count in full towards incremental credit on taking up the GP Specialty Registrar appointment. Hospital locum service in a lower grade than the last regular hospital appointment will not count for incremental credit on appointment as a GP Specialty Registrar.
- b) Where, during his or her appointment as a GP Specialty Registrar a practitioner proceeds to the next point on the salary scale of a higher grade (because he or she was already on the maximum of the SHO or Registrar scale and reaches his or her next incremental date during the period of the traineeship), any previous hospital locum service in that higher grade which was of at least 3 months continuous duration will then additionally count as half in bringing forward the date of the subsequent incremental increase on the scale for that higher grade.
- c) Where a practitioner's last NHS regular appointment was in Community Medicine and he or she subsequently undertakes locum service in that speciality before taking up his or her GP Specialty Registrar appointment, such locum service shall be treated for incremental purposes on the same basis as set out in (a) and (b) above.

### **5) Incremental Progression**

- a) Incremental progression will be deferred when there is a break in service during which the practitioner was not employed in an NHS hospital post. It will be deferred also if the practitioner has been employed for less than 3 consecutive

months as a locum in a higher grade than his or her previous most senior regular post.

- b) Incremental progression will not be deferred where a practitioner has gone overseas for a period not exceeding 6 months as an integral part of an approved vocational training programme either to participate in an established exchange scheme or, on the advice of a Postgraduate Dean, College or Faculty Adviser in the speciality concerned, to undertake relevant medical training which is not available in this country, provided that:
- i) no salary payments, costs or other expenses fall on the NHS during the period overseas,
  - ii) the practitioner has not undertaken any other work, either paid or voluntary, outside the NHS during the break in service, and
  - iii) there is no unreasonable delay, (ie in no circumstances longer than 3 months) between the completion of the training abroad and the commencement or recommencement of employment as a GP Specialty Registrar.

**6) Premature termination of contract**

When a GP Specialty Registrar leaves his/her position in a practice before his contract has run its full course, the GP Specialty Registrar may be paid four weeks salary in lieu of working notice. In the circumstances described, the contract with National Education for Scotland (NES) is formally terminated and payment of the GP Trainer's grant will cease from the date of the termination.

**7) CNORIS and Subscription to a Professional Defence Organisation**

a) As an employee of NES, GP Specialty Registrar indemnity will be provided by CNORIS. However, there are other professional activities which may not be covered by CNORIS. GPStRs must maintain membership of a recognised medical defence organisation or insurer for these purposes. This membership will be at the GPStRs expense, except where the cost exceeds the normal costs incurred by doctors in hospital placements, in which case any excess cost will be reimbursed by NES. This is to ensure that GPStRs are no worse off than their hospital colleagues as a result of the changes to GPStR indemnity arrangements.

b) GPStRs are required to produce evidence to NES in the form of original documents of such full medical defence organisation or insurer cover before commencing duties.

**8) Recognition of Service Elsewhere**

a) Where the GP Specialty Registrar's last full-time appointment was in a post other than a post of a type specified in paragraph 2 (for example in the medical services of another country, private practice or in a teaching post in a medical school) the maximum payment within the ranges set out in the Appendices will be determined by NES in the light of the duties involved in this appointment and of any appointment previously held in a National Health Service hospital.

b) Where the last regular post was part-time and of at least six months duration, and actual earnings from that post were higher than the last regular full-time post, the salary will be based on those part-time basic earnings within the range set out in Appendix 3 on a mark time basis.

## **9) National Insurance contributions**

As the employer, NES will pay the employer's share. The GP Specialty Registrar is responsible for meeting the employee's share.

## **10) Superannuation**

- a) The superannuation contributions in respect of the GP Specialty Registrar are paid as follows: the employer's portion is paid by NES; the employee's portion is met by the GP Specialty Registrar through salary deduction.
- b) The GP Trainer pays superannuation contributions on the training grant payable under paragraph 1(a)(i).

## **Accommodation, Removal and Associated Expenses of Doctors Becoming GP Specialty Registrars in General Practice**

## **11) Payments for Expenses**

- a) Payments under this scheme may include payments in respect of removal expenses of a practitioner who leaves a post with one of the Authorities or organisations listed in either Group 1 or Group 2 of Appendix 1 to take an appointment as a GP Specialty Registrar in general practice, or moves from one training practice to another, and necessarily changes his or her accommodation. The payments that may be made are generally similar to those payable to hospital doctors, set out in Section 26 of the NHS General Whitley Council Conditions of Service Handbook.
- b) For the purpose of these arrangements, short unavoidable breaks in service due to unemployment or a locum appointment between the termination of employment with the previous Employing Authority and the commencement or resumption of the period of general practice training may be disregarded at the discretion of NES.
- c) Where a GP Specialty Registrar has broken his or her regular service in order to go overseas on a rotational appointment or on an appointment which is considered by the Postgraduate Dean or College or Faculty Advisor in the speciality concerned (if necessary, with the advice of the consultant) to be part of a suitable programme of training, or to undertake voluntary service, this period shall be disregarded for removal expense purposes.

## **12) General Conditions**

- a) Expenses may be reimbursed to a maximum of £8000 and grants paid only when:
  - i) NES is satisfied that the removal of the GP Specialty Registrar's home is required and that the arrangements proposed are reasonable;
  - ii) NES is satisfied that the expenses have been incurred by the GP Specialty Registrar;
  - iii) the GP Specialty Registrar has certified that the expenses are not recoverable in full or in part from any other source.

Only one set of payments may be made in respect of the property and the appropriate rates are those in payment at the date that the GP Specialty Registrar takes up the appointment (unless otherwise stated). Details of the payments that may be made and the conditions attaching thereto are set out in the following paragraphs.

### **13) Definitions**

- a) For the purpose of accommodation, removal and associated expenses of the GP Registrar scheme the following definitions apply:
- i) "A reasonable arrangement " is a move to accommodation which is broadly comparable to that occupied by the GP Specialty Registrar in the locality of his or her previous NHS employing authority. Where there is a demonstrable improvement in the standard of accommodation, NES will relate payment of expenses to a notional purchase price or rent to be assessed independently by local estate agents or another appropriate body, which NES regards as reasonable to establish a GP Specialty Registrar in broadly comparable accommodation having regard for the level of property prices or rent in both the old and the new locations. NES should use the same procedures as apply for determining notional purchase prices or rents. Proportional payment in these circumstances will apply only to those expenses connected with purchase of property or rent in the new location and the notional price or rent will be used instead of the actual price or rent in the consideration of claims for excess rent allowance. Where a GP Specialty Registrar has been compulsorily resident in NHS accommodation in the area of his or her previous employment, NES has discretion to determine what should constitute "broadly comparable accommodation" in the new area having regard to the standard of accommodation which the GP Specialty Registrar may have had no alternative but to accept in his or her previous employment.
  - ii) "Householders" are GP Specialty Registrars who, in the area of their previous employment, occupied unfurnished accommodation of more than one main room, rented or owner-occupied. In any case which is considered that this definition would cause hardship, NES has discretion to make a decision on an individual basis. A GP Specialty Registrar who was a "householder" in the area of his or her previous employment may elect to maintain his or her house in that area and instead take up lodging in the area of the traineeship. In these circumstances, the GP Specialty Registrar is still to be regarded as a householder for the purpose of claiming removal expenses.
  - iii) A "married GP Specialty Registrar" is a GP Specialty Registrar who at the date of the start of the traineeship was married and living with his or her family.
  - iv) A "child" is a member of the household aged 4 years or over and receiving full-time education, or who is under 17 years of age and serving a full-time apprenticeship, who has to go to another school or place of apprenticeship because of the move.

### **14) Expenses During Search for Accommodation**

- a) Preliminary Visit
- i) Where a GP Specialty Registrar makes a preliminary visit to the area of the traineeship in order to obtain accommodation actual expenses incurred on travel and subsistence (for up to 5 days) may be reimbursed within the limits of the travel and subsistence allowances payable to general practitioners who attend educational courses approved by the Directors of Postgraduate GP Education in accordance with the arrangements shown at Appendix 2, with the following modifications:-

- (1) The night subsistence allowance shall not be paid for more than 4 nights.
- (2) The rate of subsistence for the GP Specialty Registrar's husband or wife and any children over 12 years of age shall be at two-thirds of the GP Specialty Registrar's rate and for any children aged 12 and under at half the GP Specialty Registrar's rate.

#### **15) Excess Daily Travelling Expenses**

- a) In the case of a married GP Specialty Registrar or a single GP Specialty Registrar with equivalent responsibilities who cannot find suitable family accommodation or a single householder who cannot find suitable accommodation to move into, but who otherwise would be eligible for removal expenses, the extra daily travelling expenses from his or her home to the area of the traineeship may be reimbursed on the following conditions;
  - i) the reimbursement shall not exceed the extra cost incurred on the basis of bus fares or second class rail fares and, where appropriate to the situation, at season ticket or contract rates on a quarterly or shorter period basis most economical in the particular circumstances; the allowance shall be reassessed following any changes in fares in either the area of the previous employment or the area of the traineeship;
  - ii) if the GP Specialty Registrar travels by private motor vehicle the allowance shall be based on the rates referred to in paragraph 14;
  - iii) the rate of reimbursement shall not exceed the long-term rate of night subsistence allowance (ie the rate payable after the 30th night in the accommodation referred to in paragraph 14;
  - iv) reimbursement shall continue only for as long as NES is satisfied at regular intervals that the GP Specialty Registrar is making every effort to find suitable accommodation.

#### **16) Temporary Accommodation**

Where a married GP Specialty Registrar, a single GP Specialty Registrar with equivalent responsibilities or a single householder has not found suitable accommodation before taking up the traineeship and, where applicable, has left his or her family behind, night subsistence allowance at the rates referred to in paragraph 14 may be paid while the GP Specialty Registrar is searching for suitable accommodation. The allowance is payable only for as long as NES is satisfied at regular intervals that the GP Specialty Registrar is making every effort to find suitable accommodation.

#### **17) Visits Home**

The long-term subsistence allowance payable after the first 30 nights in the accommodation in the area of the traineeship may continue if the GP Specialty Registrar returns home to the old area at weekends provided he or she is away from his or her lodging for not more than 3 nights (or 3 nights plus public holidays). Where subsistence allowance is being paid, or the GP Specialty Registrar has not found family accommodation, travelling allowances at the rates referred to in paragraph 14 may be paid in respect of the GP Specialty Registrar's visits to his or her home in the old area at weekly intervals.

#### **18) Retention of Rooms Allowance**

An allowance not exceeding £4.70 a night shall be payable when a GP Specialty Registrar is temporarily absent from his or her lodgings in the area of the traineeship and has to make payment in order to retain the accommodation during the period of

absence. The allowance is not payable in respect of a GP Specialty Registrar who continues to receive a night subsistence allowance for weekend periods of absence in accordance with paragraphs 16 and 17 above.

**19) Payment of Travelling Expenses and Additional Accommodation Costs in Lieu of Removal Expenses**

Where a practitioner undertakes vocational training for general practice by means of a succession of periods of training in hospital posts and general practice he or she may establish a permanent home in the locality in which the hospital parts of the training programme are centred or near a training practice. If his or her permanent home is established in the locality of his or her first post he or she may, on taking up his or her second or subsequent posts, choose not to move his or her permanent home because of the comparatively short duration of the traineeship but to travel daily the greater distance to the location of these posts. Similarly if his or her permanent home is in the locality of his or her second or subsequent posts he or she may choose not to move his or her permanent home on taking up his or her previous post or posts, but to travel the extra distance to the location of these posts. In such circumstances the GP Specialty Registrar may either:-

- a) travel daily from his or her permanent home to the training practice, in which case excess daily travelling expenses may be paid subject to the limits and conditions specified in paragraph 14, or
- b) take temporary lodgings away from his or her permanent home and close to the training practice in which case actual expenses incurred may be paid subject to the limit of the excess daily travelling expenses that would otherwise be payable under paragraph 19(a).

**20) Expenses of Home Purchase and House Sale**

*Bridging Loans*

- a) The following interest charges (net after income tax relief where allowable) may be reimbursed:
  - i) interest on a bridging loan not exceeding the estimated selling price of the old property; or
  - ii) interest on a proportion of a bridging loan not exceeding the estimated selling price of the old property; or
  - iii) interest on a limited bridging loan and interest on the old mortgage where a particular Building Society insists that the mortgage may not yet be redeemed.
- b) In all cases reimbursement may be made in full for up to 6 months where NES is satisfied that the GP Specialty Registrar has acted reasonably in committing himself or herself to the purchase of a house in the new area before having arranged the sale of his or her old accommodation. Reimbursement may be continued beyond this period if NES is satisfied that the GP Specialty Registrar is making every effort to sell at a reasonable figure but is encountering exceptional difficulty in selling the accommodation in the old area. Reimbursement may be made only to the extent that the charges do not exceed the reasonable cost of arranging such finance from normal commercial sources. Charges incurred in arranging bridging finance qualify for reimbursement as expenses in connection with mortgage or loan (see paragraph 21 below).

**21) Legal and estate agent's fees on house sale and house purchase**

- a) When a householder buys a house because of the traineeship and it is the first permanent unfurnished accommodation he or she occupies in the area of the



training practice or sells a house in which he or she was living immediately before taking up the traineeship, reimbursement may be made of all reasonable vouched legal and other expenses including VAT, provided that the removal is for a period of more than 6 months.

- b) Where a householder has an established commitment to complete all his or her remaining vocational training appointments in the same locality, NES may treat a period of traineeship of not more than 6 months' duration followed by one or more hospital appointments as one for the purposes of considering entitlement under this paragraph, providing that no further set of legal and other removal expenses will be paid during the traineeship.
- c) Such expenses may include:
  - i) House purchase -
    - (1) Legal and estate agency fees
    - (2) Stamp duty
    - (3) Land registration fees
    - (4) Incidental legal expenses
    - (5) Expenses in connection with mortgage or loan including guarantee and survey fees (but excluding interest except as provided by paragraph 20 (a) above).
    - (6) The cost of a private survey.
    - (7) Electrical wiring test
    - (8) Drains test
  - ii) Abandoned purchase -
    - (1) If a GP Specialty Registrar incurs expenses by way of legal costs, survey fees, etc., in relation to a proposed purchase which does not take place such expenses may be reimbursed at NES's discretion. NES should be satisfied that the costs for which reimbursement is claimed are reasonable in relation to the work done and the stage which was reached before the purchase was abandoned. In exercising its discretion as to whether to reimburse such expenses NES should be satisfied that the GP Specialty Registrar was in no way responsible for the abandonment of the transaction (e.g. the house having been withdrawn from the market by the seller for his or her own reasons) or that the GP Specialty Registrar's reasons for withdrawal were entirely reasonable having regard to the difficulties encountered.
  - iii) House sale -
    - (1) Solicitors' fees, including legal expenses incurred on the redemption of a mortgage.
    - (2) House agents' or auctioneers' fees, where a sale has taken place elsewhere in the UK
    - (3) Where the GP Specialty Registrar does not employ a house agent or auctioneer, when selling in other parts of the UK, all reasonable vouched expenses may be reimbursed.
  - iv) No compensation can be paid for loss on the sale of a house consequent upon taking up a traineeship. If a GP Specialty Registrar lets his or her

house in circumstances where legal expenses would otherwise be reimbursable for house sale, the legal expenses in connection with the letting may be reimbursed. If these expenses are reimbursed, no legal expenses in connection with the sale of that house may be paid until the occurrence of circumstances which render the GP Specialty Registrar eligible for removal expenses once again.

## **22) Travel and Subsistence Expenses on Removal**

### *Journey from the old to the new home*

- a) The cost of one journey and, if the length of the journey warrants it, subsistence allowance shall be paid in respect of the GP Specialty Registrar and his or her dependants, subject to the limits specified in paragraph 14 (a) above. The dependants in respect of whom these payments may be made are the dependant members of the GP Specialty Registrar's household, including for this purpose any young person under 21 who, although he or she may be earning his or her own living, moves to the new home as a result of the GP Specialty Registrar's commencement of the traineeship.

### *Return to superintend removal.*

- b) Where it is necessary for a GP Specialty Registrar to make a return visit to superintend removal from his or her old home travel and subsistence allowances at the rates specified in paragraph 14(a) may be paid for a period which when added to the period of the preliminary visit does not exceed 5 days. This period may be extended to 7 days if NES is satisfied that the visits could not have been made in 5 days. Night subsistence allowance for not more than 4 nights may be paid for a visit of 5 days, and for not more than 3 nights for a visit of less than 5 days. Night subsistence is not payable when the GP Specialty Registrar uses, or could use, the old accommodation or stays with relatives.

## **23) Expenses of Actual Removal**

- a) Before the removal of the GP Specialty Registrar's furniture and effects an estimate of the cost of the removal should be approved by NES. When furniture is to be removed by contractors, three competitive tenders in writing should be obtained wherever possible and submitted to NES. While GP Specialty Registrars are at liberty to accept a tender other than the lowest, reimbursement will be restricted to the amount of the lowest tender except for good reasons to the contrary. The tenders should be subject to the conditions under which removals are ordinarily undertaken by contractors and should not cover special services (e.g. taking down and putting up fixtures, relaying or fitting carpets) for which separate arrangements should be made.
- b) The approved expenditure to be reimbursed is:-
  - i) The cost of removal from the old home to the new one of furniture and effects belonging to the GP Specialty Registrar or the dependent members of his or her household at the time of the start of the traineeship. This may include pedal cycles and heavy but ordinary articles of furniture or garden equipment but if the removal of some special item (e.g. concert piano) involves special arrangements, then the extra expense of the special arrangements must be met by the GP Specialty Registrar. Livestock or animals, other than domestic pets, must also be conveyed at the GP Specialty Registrar's own expense.
  - ii) The cost of removal from the old home to store locally and then to the new home or, where housing difficulties necessitate it, of piecemeal removal (e.g. where most of the furniture is moved to store but such articles as cots,

perambulators, cutlery easy chairs, and radio and TV sets are wanted for use temporarily in furnished rooms).

- c) Storage
  - i) Charges for the storage of article of furniture and effects in respect of which expenses of removal may be paid will be reimbursed where the necessity for storage arises from the removal.
  - ii) Where temporary unfurnished accommodation is occupied in the area of the training practice and part of the furniture has to be left in store until more suitable accommodation can be found, the storage charges will be paid in full only when the rent in the new area exceeds that of the old; otherwise payment will be restricted to the amount by which the rent of the new accommodation, plus the storage charges, exceeds the rent of the old.
  - iii) Any extra cost of insuring furniture in transit will be allowed up to the value for which it is ordinarily insured by the GP Specialty Registrar, and the extra cost of insurance in store will be treated as part of the storage charges.

#### **24) Tenancy**

- a) The reasonable vouched cost of a tenancy agreement or agreements may be reimbursed in respect of GP Specialty Registrars who need to rent accommodation (furnished or unfurnished) in the area of the traineeship. These expenses will not, however, be reimbursed in respect of single GP Specialty Registrars who move into lodgings, as distinct from furnished accommodation.
- b) Fees charged to prospective tenants of furnished or unfurnished residential accommodation by an estate agent may not be reimbursed.

#### **25) Miscellaneous Expenses Grant**

- a) A miscellaneous removals expenses grant may be paid at the discretion of NES provided the total amount claimed for removal expenses does not exceed £8,000. This is in respect of receipted items of additional expenditure incurred by a GP Specialty Registrar after taking up the traineeship and occupying new permanent accommodation, under the following conditions:
  - i) GP Specialty Registrars who have not taken up a post during the previous 2 years, which shall be determined by reference to the date of taking up the post, for which a miscellaneous expenses grant has been paid at the rates stated, are entitled to payment at those rates;
  - ii) GP Specialty Registrars who do not satisfy i) above are entitled to reimbursement of miscellaneous expenses which shall not exceed the expenditure actually incurred, and NES may make this reimbursement conditional upon the furnishing of a statement of such expenditure.
- b) A grant at the rate appropriate to a married GP Specialty Registrar may be paid in respect of a single GP Specialty Registrar where NES is satisfied that he or she has similar domestic responsibilities.
- c) The miscellaneous expenses grant for GP Specialty Registrars entitled to reimbursement under this paragraph is intended to reimburse identifiable items of expense incurred by practitioners at the time of transfer for which provision is not otherwise made in the removal expenses rules and which do not involve betterment of the property. The following are some examples of the main items which might rank for the grant, but the list is not meant to be exhaustive:

- i) Installation of TV aerial.
- ii) Plumbing in a washing machine / dish washer.
- iii) Connection of cooker.
- iv) Redirection of mail.
- v) Alteration and fitting of existing carpets.
- vi) Alteration of curtains.
- vii) Refitting of kitchen window fan
- viii) Alteration of round pin plugs to square pin plugs and vice versa.
- ix) Loss of television rental.
- x) Alteration of headboard to fit new bedroom.
- xi) Alteration of pelmets.
- xii) Replacement of distinctive items of school uniform.
- xiii) Cleaning of property.
- xiv) Tuning of piano.
- xv) Reasonable telephone calls made in the course of seeking accommodation.

## **26) Expenses Consequent Upon Removal**

### *Loss of season tickets*

- a) Allowances will be made for the unexpired value of a GP Specialty Registrar's railway or bus season ticket for the remainder of the quarter current at the time he or she moves to take up the traineeship, provided the amount is irrecoverable from the railway or bus company.

### *Loss on school fees*

- b) The day school fees of children for whom travelling allowances are payable under paragraph 22 above will be reimbursed in respect of the remainder of the term current at the time of the removal of the family to the area of the traineeship, but only insofar as double payment for the same term is involved by the child entering a new school. An allowance will similarly be made for school fees paid in lieu of notice, or fines for not proceeding with the education of the child at the old school, where such payment is enforced notwithstanding that the withdrawal of the child is due to removal from the locality.

## **27) Continuing Expenses in the Old Area**

### *Continuing commitment allowance*

- a) Where a GP Specialty Registrar unavoidably incurs regular expenses in respect of the accommodation previously occupied in the old area, concurrently with accommodation expenses in the area of the traineeship, an allowance may be paid as follows:
  - i) married GP Specialty Registrars (and other GP Specialty Registrars with similar domestic commitments) - an allowance equal to the amount of the continuing commitments in the old area or the long-term rate of night subsistence allowance referred to in paragraph 14 (a), whichever is the less, from the date the GP Specialty Registrar is joined in the area of the traineeship by his or her family.

- ii) single householders - an allowance equal to the amount of the continuing commitments in the old area or the long-term rate of night subsistence allowance referred to in paragraph 14 (a), whichever is the less, from the date of taking up the traineeship.
  - iii) single GP Specialty Registrars - an allowance equal to the amount of the commitments in the old area or the rate of the retention of rooms allowance (see paragraph 18), whichever is the less, from the date of taking up the traineeship.
- b) In all cases, payment of the allowance shall be made for up to 3 months. Payment may, at NES' discretion, be continued beyond this period, if NES is satisfied that the GP Specialty Registrar is making every effort to terminate liability in the old area, up to a maximum of 12 months.
  - c) If any part of the accommodation in the old area is let, the rent received should be deducted from the amount of the allowance otherwise payable.
  - d) A continuing commitments allowance will not be payable when payment is made towards the expenses of a bridging loan or mortgage as provided for in paragraph 20 above.

**28) Lodging costs of child left in old area for educational reasons**

At the discretion of NES, 50% of the vouched board and lodging costs, up to a maximum of £15 per week, may be reimbursed where it is necessary for a GP Specialty Registrar's child to be left in the old area in order to complete a course of study leading to an external examination e.g. Standard Grade, Higher, "GCSE" or "A" level, or where for medical or educational reasons the local education authority in the old area has made special schooling arrangements and comparable arrangements are not available in the area of the traineeship. Reasonable travel expenses incurred by the child between school and home at the beginning and end of term may be reimbursed, but the cost will be limited to second class fares only. In applying the provisions of this paragraph the following conditions must be satisfied:

- a) it must be established that the local education authority (either in the old area or the area of the traineeship) is not offering any assistance in respect of board and lodging or school boarding costs for the child.
- b) the Head Teacher concerned must certify that the child has entered the final year of study for an examination and that the move to another school at the time of the family move would be prejudicial to the child's chances in the examination; or
- c) the local education authority in the area of the traineeship must certify that comparable special schooling arrangements are not available in the area of the traineeship and that a move to any other school would be detrimental to the educational progress of the child.

**29) Payment of Rent of Unoccupied Property**

Where a practitioner due to undertake a traineeship is unavoidably obliged to commence payment of the rent of property in the area of the traineeship in order to secure the tenancy of suitable property, while still paying rent in his or her old area, the rent of the unoccupied accommodation in the area of the traineeship may be reimbursed up to a rate not exceeding the long-term rate of night subsistence allowance referred to in paragraph 14 (a) for a period not exceeding 3 months. Claims for overlapping rent in these circumstances should be sent with full details to NES.

**30) Excess Rent in the New Area**

- a) Excess rent allowance may be paid in respect of GP Specialty Registrars on conditions similar to those applicable to hospital doctors.

### **31) Entitlement to Payment**

General condition of eligibility

Where removal expenses are payable in accordance with paragraphs 11 to 30 excess rent allowance may be paid in respect of a GP Specialty Registrar (whether as an owner-occupier or the tenant of furnished or unfurnished accommodation in the area of the traineeship) if the following requirements are satisfied:-

- a) the total expenditure on rent or its imputed equivalent (see paragraphs 31-33 and 35), general and water rates, feu duty and the annual insurance premium on the property (excluding contents) in the area of the traineeship, exceeds the corresponding total expenditure in the area of the GP Specialty Registrar's previous employment (subject to the provisions of paragraph 13);
- b) in the case of a married GP Specialty Registrar, he or she is joined in the accommodation in the area of the traineeship by his or her family or dependants;
- c) if the accommodation in the area of the traineeship is to be designated as temporary (see paragraph 36) this must be for reasons acceptable to NES and which are given at the time of the start of the traineeship;
- d) the GP Specialty Registrar during the whole period of payment of the allowance continues to occupy the accommodation in respect of which the allowance is approved and remains employed as a GP Specialty Registrar within Scotland.

### **32) Exceptions**

There are two exceptions to the requirements set out in paragraph 31 above as follows:

- a) Where a GP Specialty Registrar received an excess rent allowance in his or her previous NHS employment and, on starting a traineeship for which a move of home is not necessary, remains in the accommodation in respect of which the allowance was awarded, payment of the excess rent allowance may continue during the traineeship as long as the GP Specialty Registrar remains in the same accommodation. Payments of excess rent allowance may therefore be made in these circumstances subject to the conditions set out in paragraphs 30 and 31.
- b) GP Specialty Registrars who cease to reside in the accommodation for which the allowance was approved because of personal or domestic difficulties, but are required to meet the whole of the outgoings in that accommodation where their spouses and dependants continue to reside, may continue to be paid the allowance for the remainder of the permitted period of payment if the GP Specialty Registrar furnishes at periodic intervals documentary evidence that he or she is responsible for, and is continuing to meet, the costs that gave rise to the allowance.

### **33) Moves from unfurnished accommodation in old area to furnished accommodation in area of traineeship**

Excess rent allowance may be paid in respect of a householder who moves into permanent unfurnished accommodation in the area of the traineeship, whether or not following a period spent in temporary accommodation, and who satisfies the conditions of paragraph 31.

### **34) Moves from furnished accommodation in old area to furnished accommodation in area of traineeship**

- a) Excess rent allowance shall be paid in respect of a married GP Specialty Registrar who moves into permanent furnished accommodation in the area of the

traineeship, whether or not following a period of temporary accommodation, and who satisfies the conditions of paragraph 31.

- b) The excess rent allowance is payable for one year at the amount of the excess rent payable in respect of the accommodation in the area of the traineeship subject to a maximum equal to the long-term rate of night subsistence allowance referred to in Appendix 2.
- c) The allowance is payable in full for the first 6 months from the date of the start of the traineeship and at half that rate for the next 6 months. If the rate of allowance for the first 6 months is less than a quarter of the long-term rate of night subsistence allowance, it may continue unaltered for the remaining 6 months. If the rate of allowance is less than half, but more than a quarter of the long-term rate of night subsistence allowance it may be paid at a quarter of the long-term rate of night subsistence allowance for the following 6 months.

**35) Moves from furnished accommodation in old area to unfurnished accommodation in area of traineeship**

An excess rent allowance may be paid in respect of a married GP Specialty Registrar who moves from furnished accommodation in the old area to permanent unfurnished accommodation in the area of the traineeship in accordance with the provisions of paragraph 34.

**36) Temporary accommodation in the area of the traineeship**

Where a householder moves from accommodation in the old area into accommodation in the area of the traineeship accepted by NES as temporary accommodation (and, in the case of a married householder, is joined in the area of the traineeship by his or her family) excess rent allowance may be paid from the date of the start of the traineeship as follows:

- a) if the temporary accommodation is unfurnished the rate of allowance should be calculated as in paragraph 33.
- b) if the temporary accommodation is furnished the amount of the allowance should be the excess of the rent of the furnished accommodation over the rent (actual or imputed) in the old area subject to a maximum equivalent to the long-term rate of night subsistence allowance referred to in paragraph 14 (a).

**37) Single GP Specialty Registrars**

An excess rent allowance may be paid in respect of a single GP Specialty Registrar who was not a householder but who maintained his or her own establishment in the old area (i.e. an establishment for which the charge covered rent only and included nothing for board and services) at a rate equal to the difference between the charges in the old area and the area of the traineeship, subject to a limit of £32.90 per week during the first 6 months from the date of the start of the traineeship followed by the remaining 6 months at half the difference subject to a maximum £16.95 per week.

**38) Claims**

Claims for excess rent allowances should normally be submitted within 3 months from the date on which they could first have been claimed.

**39) Payment of Expenses of GP Specialty Registrars When on Call**

- a) In the circumstances described in paragraph 19 a GP Specialty Registrar who is required as part of his or her training to be on call at the practice to which he or she is attached, may need to stay in lodgings close to the practice on those nights and weekends when he or she is on call, and will not on such occasions qualify for payment of excess daily travel expenses under paragraph 19. Where,

for on-call purposes it is necessary for the GP Specialty Registrar to stay overnight in lodgings away from his or her permanent home actual lodging expenses incurred may be reimbursed, subject to the limit of the long-term rate of night subsistence allowance referred to in paragraph 14 (a).

- b) The long term rate of night subsistence allowance limit, which applies also to the payment of excess daily travel expenses provided for in paragraph 19, covers a period of 24 hours. Since a GP Specialty Registrar cannot be restricted to payment of either excess daily travel expenses or lodging expenses in one 24 hour period, but may in some cases receive both payments within one 24 hour period, the limit may be applied over such longer timescale as is appropriate (e.g. a week) having regard to the payments made during that period.

**40) Interview Expenses**

A practitioner who attends an interview with a Director of Postgraduate General Practice Education or with a GP Trainer approved under the GP Registrar Scheme with a view to undertaking a traineeship and necessarily incurs travelling and subsistence expenses may receive travelling and subsistence allowances at the appropriate rates from NES with the authority of the Director. Travelling and subsistence allowances will not be paid to a candidate who withdraws his or her application or refuses an offer of appointment on grounds which, in NES' opinion, are inadequate.

**Sickness**

**41) Payments to GP Specialty Registrars During Sickness**

- a) In this paragraph, a month means a calendar month and a year means a calendar year.
- b) Payments to GP Specialty Registrars during sickness should be made on the basis of:-
  - i) number of years of service with the NHS; and
  - ii) number of months of sickness leave

and shall be made in accordance with the table below.

1 <sup>st</sup> year of service	1 month's full pay and (after completing 4 months service), 2 months' half pay
2 <sup>nd</sup> year of service	2 months' full pay and 2 months' half pay
3 <sup>rd</sup> year of service	4 months' full pay and 4 months' half pay
4 <sup>th</sup> year of service	5 months' full pay and 5 months' half pay
5 <sup>th</sup> year of service	5 months' full pay and 5 months' half pay
6 <sup>th</sup> year of service +	6 months' full pay and 6 months' half pay

***Statutory Sick Pay provisions will apply and will be handled by NES through the payroll.***

- c) In all cases:-
  - i) payments should be abated by the amount of any Statutory Sick Pay or injury benefit which is payable to the GP Specialty Registrar; and



- ii) payments of the GP Trainer's grant and any payments made in respect of an additional motor vehicle provided by the practice shall continue for absences totalling no more than 12 months.
- iii) From 1 August 2008, payment of the vehicle allowance made direct to the GP Specialty Registrar and payment of the GP Specialty Registrar's motor vehicle Regular User annual lump sum shall continue for the remainder of the month in which the car was made out of use and for a further 3 months thereafter. Payment shall be made at the rate of 50% of 1/12<sup>th</sup> of the annual lump sum for a further three months. No further payments shall be made if the vehicle is out of use for six months or longer.
- d) Where sickness absence totals more than two weeks, the traineeship should be extended by up to the equivalent period to allow completion of training.
- e) The sick leave provisions in this paragraph shall apply to a GP Specialty Registrar from the date of commencement of the contract between NES and the GP Specialty Registrar and shall cease to apply on the termination of the contract for any reason; provided that, where a GP Specialty Registrar is in receipt of sick leave payments at the time of the termination of the contract, those payments shall be paid during the GP Specialty Registrar's sickness, up to the limit of his maximum entitlement to payments, pursuant to the provisions in the table in sub-paragraph (b).
- f) The GP Specialty Registrar must ensure that NES and his/her GP Practice are informed of absence due to sickness.

### **Maternity, Paternity and Adoption Leave**

#### **42) Maternity, paternity and adoption leave for GP Specialty Registrars**

Detailed guidance on this is contained in NHS Circular PCS (DD) 2007/10. Payments in respect of the GP Specialty Registrar's salary will continue to be made to them by NES during any maternity, paternity or adoption leave taken by them in accordance with this Part and provided that the relevant conditions set out in paragraphs 43 to 56 are met. These conditions are generally similar to those applicable to hospital doctors as set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service and any subsequent amendments. It should be noted that the provisions that follow do not constitute an entitlement for GP Specialty Registrars to maternity, paternity or adoption leave or pay as these are matters between the GP Specialty Registrar and NES as their employer subject to statutory entitlements (see paragraph 56). The purpose of the provisions is to set out the conditions to be met in order that the GP Specialty Registrar can continue to be paid. Before payment is made, the GP Trainer and the GP Specialty Registrar may be required to confirm that the arrangements made have been in accordance with these conditions.

#### **43) Qualifying conditions in respect of maternity leave**

Payments to GP Specialty Registrars during maternity leave will be dependent on the GP Specialty Registrar meeting the conditions set out in sub-paragraphs (a) to (e) below.

- a) The GP Specialty Registrar has completed at least 12 months' continuous service with NHS employers immediately before the beginning of the eleventh week before the expected week of childbirth. The following will not be considered as breaking the 12 months' continuous service and may for this purpose be disregarded—

- i) a break in service of 3 calendar months or less, between termination of employment with one NHS employer and resumption with another,
  - ii) a break of less than 12 calendar months spent in the employment of a person who provides primary medical services under a section 17J arrangement (under section 17J of the National Health Service (Scotland) Act 1978 (“the 1978 Act”) or a Health Board primary medical services contract ( a contract under section 2C(2) of the 1978 Act other than a general medical services contract or a section 17C arrangement), or
  - iii) a period of up to 12 months spent abroad as part of an approved vocational training programme on the advice of a Postgraduate Dean or College or Faculty Adviser in the speciality concerned.
- b) The GP Specialty Registrar continues to be employed by an NHS employer until immediately before the beginning of the eleventh week before the expected week of childbirth.
  - c) The GP Specialty Registrar notifies the GP Trainer and NES, in writing, of her intention to take maternity leave and whether or not she intends to resume the traineeship with the same or another NHS employer after her childbirth; and that this notification is made before the end of the 15<sup>th</sup> week before the expected date of childbirth or, if this is not possible, as soon as is reasonably practicable thereafter. The date can be changed giving at least 28 days notice of this, or, if this is not possible, as soon as is reasonably practicable. An application form for Maternity Leave/ Pay is available from NES for this purpose.
  - d) The GP Specialty Registrar submits to NES a MAT B1 form from her midwife or GP giving the expected date of childbirth as soon as possible and in any event not later than 28 days before the commencement of maternity leave, or, if this is not possible, as soon as is reasonably practicable.
  - e) In this paragraph, “NHS employer” includes an NHS Board, NHS Education for Scotland (NES), a Primary Care Trust, a Strategic Health Authority, an NHS Trust or an NHS Foundation Trust, The Northern Ireland Health Service and a GP practice employing GP Specialty Registrars.

#### **44) Commencement of Maternity Leave**

Payments to GP Specialty Registrars will be made as follows:

- a) where maternity leave commences not earlier than the beginning of the eleventh week before the expected week of childbirth. Postponement is subject to the production to the GP Trainer and NES of written evidence from a practitioner of capacity to continue the traineeship.
- b) where a GP Specialty Registrar is on sick leave prior to the eleventh week before the expected week of childbirth and childbirth occurs, maternity leave commences from the day after the actual day of childbirth and any earlier absence, supported by a medical statement of incapacity for work, or a self-certificate, is treated as sick leave in accordance with provisions of paragraph 41. If the GP Specialty Registrar works in the actual week of childbirth and is therefore entitled to payment in respect of the work done, maternity leave should start on the first day of absence.
- c) Payment will continue to be made to the GP Specialty Registrar where, with the agreement of the GP Trainer, a GP Specialty Registrar whose childbirth has occurred prior to the eleventh week before the expected week of childbirth, spreads her maternity leave entitlement, taking a short period of leave

immediately after childbirth and then returning to work to take the balance of leave following the child's discharge from hospital.

- d) where a GP Specialty Registrar has chosen to work beyond the fourth week before the expected week of childbirth, absence on account of sickness which is certified as unrelated to pregnancy is dealt with in accordance with the provisions of paragraph 41 and such absence is treated as sick leave until the date previously agreed that she should commence maternity leave. Where the GP Specialty Registrar is off work ill, or becomes ill, with a pregnancy related illness during the last 4 weeks before the expected week of childbirth, then maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the GP Specialty Registrar last worked, whichever is the later.
- e) in the event of a still-birth after 24 weeks of pregnancy, normal maternity pay and leave provisions will apply;
- f) in the event of a miscarriage before the 25<sup>th</sup> week of pregnancy, normal sick leave provisions will apply as necessary;

**45) Other Conditions to be met by the GP Specialty Registrar and NES in respect of maternity leave**

NES and GP Specialty Registrars shall ensure that the following conditions are met—

- a) the GP Specialty Registrar shall provide written confirmation of the actual date of childbirth;
- b) NES shall send a written request to the GP Specialty Registrar, not earlier than 49 days from the date on which he or she was notified as the beginning of the expected week of childbirth or the date of childbirth, asking the GP Specialty Registrar to state in writing whether she intends to resume her traineeship, and in the course of the request explain to her the effect of this provision on her right to return;
- c) the GP Specialty Registrar should provide the written notice asked for to NES and the GP practice within 14 days of receiving the request (or if that is not reasonably practicable, as soon after as is reasonably practicable);
- d) where appropriate, the GP Specialty Registrar should inform NES and the GP Practice of the date she proposes to return, in writing, at least 28 days before that date; and
- e) if NES have reasonable doubts whether the GP Specialty Registrar is medically fit to return to duty after childbirth, her return should be delayed until the GP Specialty Registrar produces a doctor's statement of fitness for duty.

**46) Payments to GP Specialty Registrars in respect of maternity pay**

Payments to GP Specialty Registrars during maternity leave will be on the following basis—

- a) for the first 8 weeks of absence (weeks 1 to 8), full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependant's allowances) receivable;
- b) for the next 18 weeks of absence (weeks 9 to 26), half of the full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependant's allowances) receivable providing the total receivable does not exceed full allowance;
- c) the GP Speciality Registrar shall have entitlement to maternity leave, including the period of paid maternity leave, of 52 weeks;

- d) a GP Specialty Registrar who has retained her option to pay the reduced rate Class 1 National Insurance contributions shall be deemed for the purposes of this paragraph to be in receipt of the full rate of National Insurance benefits, including Dependant's benefit, which would have been receivable had she not elected to pay the reduced rate contributions. Payment due under this scheme shall be subject to adjustment by reference to an appropriate notional rate of Maternity Allowance and other weekly National Insurance benefits;
- e) the period of continuous employment for the purpose of satisfying the service qualification in paragraph 43 shall be calculated in accordance with section 211 of the Employment Rights Act 1996 as amended, except that a break in service shall be as defined in paragraph 43;
- f) full pay shall be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications—
  - i) in the event of the GP Specialty Registrar salary being increased before the paid maternity leave period begins, the GP Specialty Registrar's maternity pay shall be calculated as though the increase had effect throughout the entire Statutory Maternity Pay calculation period,
  - ii) in the event of an increase to the GP Specialty Registrar salary during the paid maternity leave period, the GP Specialty Registrar's maternity pay shall be increased accordingly from the date of that increase, and
  - iii) in the case of a GP Specialty Registrar on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of full sick pay;
- g) in the case of a part-time GP Specialty Registrar "full pay" or "full allowance" means the amount earned by the GP Specialty Registrar for the hours normally worked and proportionate payments will be based on the full allowance so determined;
- h) where a GP Specialty Registrar qualifies for maternity leave but she has notified the GP Trainer in advance of the commencement of maternity leave that she does not intend to resume her traineeship with the same or another GP Trainer, the GP Specialty Registrar will be paid the equivalent of 6 weeks pay at 9/10ths full pay less the flat rate National Insurance Maternity Allowance, if receivable, or in the case of those married women GP Specialty Registrar optants who do not qualify for Statutory Maternity Pay the equivalent notional benefit provided that the GP Specialty Registrar also has the following service:
  - i) 2 or more years' continuous service with 1 or more employing authorities or as a GP Specialty Registrar in general practice, of at least 16 hours a week; or
  - ii) 5 or more years' continuous service with 1 or more employing authorities or as a GP Specialty Registrar in general practice, of at least 8 hours a week.
- i) the period of continuous employment for the purpose of satisfying the conditions of paragraphs 46(h) i) and ii) will be as defined in paragraph 43 and the 6 weeks period shall be regarded as service.
- j) the term "employing authorities" in this paragraph is defined in accordance with the definition of "employing authority" in paragraph 43.

**47) GP Specialty Registrars returning to their traineeships after maternity leave**

A GP Specialty Registrar who has notified her Director, NES Administration and her GP Practice that, following childbirth, she intends to return to work in accordance with paragraph 43(c) must be able to resume her traineeship under her original contract and on no less favourable terms and conditions.

**48) Failure to return to work after maternity leave**

- a) In the event of illness following the date the GP Specialty Registrar was due to return to work normal sick leave provisions as set out in paragraph 41 will apply as appropriate.
- b) Where a GP Specialty Registrar, who has notified her GP Trainer and NES of her intention to resume her traineeship on a particular date after expiry of her maternity leave fails to return to work within fifteen months of the beginning of her maternity leave, the GP Specialty Registrar shall notify NES immediately and return to NES any payments, less any Statutory Maternity Pay to which she is entitled, that may have been sent to her on the assumption that she had, as originally intended, resumed her traineeship on expiry of her maternity leave.
- c) If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred, the repayment provisions set out in paragraph b) above will not apply. (PCS(GC)2003/1)

**49) Extension of traineeship during maternity leave**

Where a GP Specialty Registrar who satisfies the conditions in paragraph 43 is subject to a contract which expires after the eleventh week before the expected childbirth, and NES extends the contract for any period up to 52 weeks (so as to enable her to receive 26 weeks paid maternity leave during which contractual maternity payment is payable, 13 weeks leave during which statutory maternity pay may be payable and 13 weeks of unpaid leave, or such portion of such periods of leave as she wishes to claim), payments to the GP Specialty Registrar, within the scope defined in paragraph 52, will cover the whole of that period.

**50) Time off for ante-natal care**

Time off work should not unreasonably be refused to receive ante-natal care provided that:

- a) a GP Specialty Registrar makes an appointment for such care and requests time off for the purpose; and
- b) in respect of the first such appointment the GP Specialty Registrar provides evidence on request from NES that she is pregnant and that an appointment has been made.

**51) Sick pay and maternity leave**

Where a GP Specialty Registrar submits a medical statement from a practitioner, or a self-certificate to cover absence from:

- a) the date she has notified NES and the GP Practice that she will return to work following childbirth; or
- b) the date she and NEs have agreed that she will return; or
- c) where no date has been notified or agreed, the first day following the maximum period on maternity leave,

then payments may be made to the GP Specialty Registrar in accordance with the provisions of paragraph 41 from that date. Except as provided for in paragraph 44b)

and c) payments made to the GP Specialty Registrar in respect of absences during the period from the beginning of the eleventh week before the expected week of childbirth until the date in paragraph a) to c) above shall be treated as made in respect of maternity leave and entitlement of the GP Specialty Registrar to payments under the provisions of paragraph 41 shall be suspended during this period.

## **52) Scope of payments: maternity leave and adoption leave**

No payments under the GP Registrar Scheme will be made during the GP Specialty Registrar's absence on maternity leave or adoption leave, other than:

- i) payments in respect of the GP Specialty Registrar's salary as provided for in paragraphs 42 to 51 (maternity leave) or 52B (adoption leave).
- ii) payments of the GP Specialty Registrar's Regular User annual lump sum which shall continue for the remainder of the month in which the car was out of use and for a further three months thereafter. Payment shall be made at the rate of 50% of the annual lump sum for a further three months or until the end of maternity leave, whichever is the less. No further payments shall be made if the vehicle is out of use for six months or longer. Payment of the annual lump sum for GP Specialty Registrars not intending to return to work shall be limited to the period of paid maternity leave as determined under paragraph 46) above.

## **52A) Paternity leave and pay**

- a) Payment to GP Specialty Registrars during paternity leave will be on the basis of 2 weeks at full pay, less any Statutory Paternity Pay receivable, where the GP Specialty Registrar has 12 months' continuous service.

Statutory paternity leave must be completed within 56 days of the expected week of childbirth and 56 days from the date of placement in relation to adoption.

- b) Sub-paragraph a) applies if the GP Specialty Registrar is the biological or adoptive father of the child, the same sex partner of a woman who has given birth to a child, or the same sex partner of a person who has adopted a child.
- c) Paragraph 46e), f) and g) apply to payments under this paragraph as if references to "Statutory Maternity Pay" were to "Statutory Paternity Pay" and as if references to "maternity leave" were to "paternity leave": the definition of "continuous service" in paragraph 43a) also applies to this paragraph.
- d) The GP Specialty Registrar can take statutory paternity leave as a period of one week or two consecutive weeks.
- e) The GP Specialty Registrar must give the GP Trainer and NES a completed form SC3 "Becoming a parent" at least 28 days before they want the paternity leave to start. This form is obtainable from NES.
- f) At the discretion of the GP Trainer time off work to attend ante-natal classes may be given provided that:
  - i) a GP Specialty Registrar requests time off for the purpose; and
  - ii) in respect of the first such class the GP Specialty Registrar provides evidence on request from the GP Trainer that his partner is pregnant and that an appointment has been made to attend an ante-natal class.
- g) If a stillbirth occurs after 24 weeks of pregnancy, statutory paternity provisions apply.

## **52B) Adoption Leave and pay**

- a) If an eligible GP Specialty Registrar is an adopter, the GP Specialty Registrar shall be eligible for payments during a period of adoption leave, the period of such leave to be agreed between the GP Trainer, NES and the GP Specialty Registrar, subject to relevant statutory requirements. Where the child is below the age of 18, Adoption Leave/ Pay will be in line with Maternity Leave/ Pay provisions.
- b) In this paragraph, "eligible GP Specialty Registrar" means a GP Specialty Registrar who has 12 months continuous service within the meaning of paragraph 43a), as if for the words "immediately before the beginning of the eleventh week before the expected week of childbirth" in that paragraph, there were substituted "ending with the week in which the GP Specialty Registrar was notified of having been matched with the child for adoption, including any such notification received from an adoption agency".
- c) In this paragraph, "adopter", means that the GP Specialty Registrar has been matched with a child under the age of 18 for adoption, or, the case where two people have been matched jointly, where the GP Specialty Registrar has elected take adoption leave.
- d) Paragraph 46e), f) and g) apply to payments under this paragraph as if references to "Statutory Maternity Pay" were to "Statutory Adoption Pay" and as if references to "maternity leave" were to "adoption leave".
- e) Payments to GP Specialty Registrars during adoption leave will be:-
  - i) for the first 8 weeks of absence (weeks 1 to 8), full pay, less any Statutory Adoption Pay receivable;
  - ii) for the next 18 weeks of absence (weeks 9 to 26), half of the full pay plus any Statutory Adoption Pay, providing the total receivable does not exceed full pay;
- f) It will be possible to take a period of additional adoption leave of up to 26 weeks following the 26 week period of ordinary adoption leave. This additional leave is unpaid.
- g) At least 28 days' notice of the intention to take adoption leave should be provided.
- h) Adoption leave can commence upon placement of the child or up to 14 days before the child is expected to be placed.
- i) Reasonable time off to attend official meetings in the adoption process should also be given.

## **53) Notification of maternity leave and adoption leave**

The GP Specialty Registrar shall inform NES and Directors of Postgraduate GP Education and his/her GP Practice as soon as they receive notice of expected childbirth in respect of maternity leave or, as regards adoption leave, as soon as they become aware that they intend to take such leave.

## **54) Incremental Dates**

Absence on maternity, paternity and adoption leave, whether paid or unpaid, shall count towards any incremental progression to which the GP Specialty Registrar may be entitled, and will not defer the original incremental date.

## **55) Extension of Traineeship**

Extension of the total period of the traineeship by the appropriate period of maternity, paternity or adoption leave shall be allowed by the Director of Postgraduate GP Education to enable training to be completed (including, in the case of maternity or adoption leave, a longer extension where, with the Director's and GP Trainer's agreement, the GP Specialty Registrar works fewer hours than prior to the birth).

## **56) Statutory Rights**

Nothing in the conditions for payments to GP Specialty Registrars in respect of maternity, paternity or adoption leave shall be interpreted as qualifying a GP Specialty Registrar's statutory maternity, paternity or adoption leave rights.

## **Postgraduate Qualifications**

### **57) Payment of expenses involved in sitting examinations for postgraduate qualifications**

A GP Specialty Registrar who sits an examination for a postgraduate qualification (e.g. Diploma of the Royal College of Obstetricians and Gynaecologists) may be paid travelling and subsistence allowances, at the rates payable to practitioners attending approved educational activities, but not examination fees or the cost of typing and binding of papers for submission to an examining body. Claim forms may be obtained from NES, and should be returned to NES after completion.

## **Supplementary provisions in respect of arrangements where a GP Specialty Registrar is suspended by a direction of the National Health Service Tribunal under section 32A of the National Health Service Act 1978**

- 58) In Scotland, where a GP Specialty Registrar is suspended from the GP Practice through practice disciplinary procedures, NES should be informed and will be involved from a training point of view. In the rare event that a GP Specialty Registrar is suspended by the National Health Service Tribunal under section 32A of the National Health Service Act 1978, (see Schedule 1), payment of salary shall be made by the Health Board in which the GP Specialty Registrar is working when suspended. NES will notify the Health Board concerned of the amount to be paid and will reimburse it for the salary payments made to the GP Specialty Registrar during the period of suspension. The GP Specialty Registrar will continue to be paid on full pay during the period of suspension. The suspension of a GP Specialty Registrar by the Tribunal should be seen as a neutral act intended to protect members of the public or an action that is necessary in the public interest. As such it is important that NES takes all necessary steps to maintain the suspended GP Specialty Registrar's financial position.
- 59) If the GP Specialty Registrar is not removed from the performers list when the period of suspension ends s/he will be allowed to continue his/her training with any extensions considered appropriate by the Deanery to allow for satisfactory completion of training.
- 60) NES will continue to pay the GP Trainer's grant to the GP Trainer during any period of suspension.

## **Representations**

- 61) NES shall give notice in writing to the practitioner of its decision on any application or claim and where NES refuses the application or claim to any significant extent it shall include with that notice a statement in writing of the reasons for its decision.
- 62) A practitioner who is dissatisfied with any decision of NES concerning his or her remuneration or reimbursement (including recoveries in respect of overpayments) should in the first instance place before NES any additional information which he or she considers to have a bearing on the matter. If NES does not alter its decision, it



shall so inform the practitioner of its reasons, and the practitioner, if he or she is still dissatisfied, may, subject to paragraph 63, make representations in writing to the Scottish Ministers. Any representations should be made as soon as possible after receiving notice of NES's final decision and should be accompanied by a statement of the grounds on which the practitioner bases his or her representations. After considering the representations and any comments from NES, the Scottish Ministers shall give notice in writing of their decision to the practitioner and NES of his determination of any representations, including his reasons for that determination, and will give to NES such direction, if any, on the matter as he thinks fit.

- 63)** Where, after having placed before NES additional information under paragraph 62, a practitioner is dissatisfied with any decision of NES concerning an application or claim which has been refused on the grounds of, or grounds which include, the management by NES of its cash allocation, he or she may only make representations to the Scottish Ministers on the ground(s) that, in determining that application or claim, NES has failed either :-
- a) in a material way, to follow the procedures set out in this Schedule; and/or
  - b) to take into account material evidence submitted in writing in support of the application or claim.
- 64)** Where after consideration of any representations made under paragraph 63 and of any comments of NES, Scottish Ministers determine any matter referred to in paragraph 63 (a) or (b) in favour of the practitioner, then :-
- a) to the extent (if any) that the application or claim is refused by NES on any ground other than its management of its cash allocation he shall, after considering such further representations and comments as he may invite -
    - i) confirm the decision of NES; or
    - ii) substitute his own decision for that of NES, in relation to that ground;
  - b) to the extent that the application or claim is refused by NES on the ground of its management of its cash allocation, he shall remit that question to NES for re-determination.
- 65)** Scottish Ministers shall give notice in writing of their decision to the practitioner and NES of his determination of any representations, including his reasons for that determination, and will give to NES such direction, if any, on the matter as he thinks fit.

## List of Authorities

### Group 1

Regional Health Authorities until 31-Mar-96  
District Health Authorities until 31-Mar-96  
Special Health Authorities  
Health Boards (Scotland).  
Special Health Boards (Scotland)  
Welsh Health Common Services Agency  
Common Services Agency (Scotland)  
Public Health Laboratory Service Board  
Dental Estimates Board  
Prescription Pricing Authority  
Family Health Services Authority until 31-Mar-96  
NHS Trusts  
Health Authorities from 01-Apr-96

### Group 2

Association of Independent Hospitals and Kindred Organisations (see Note a)  
British Postgraduate Medical Federation (University of London) (see Note b)

Central Services Agency (Northern Ireland)  
Channel Island Health Authorities  
Education and Library Boards (Northern Ireland)  
English and Welsh National Boards for Nursing, Midwifery and Health Visiting  
Health Departments of HM Government  
Health Education Council  
Health Social Services Board (Northern Ireland)  
Imperial Cancer Research Fund  
Isle of Man Health Services Board  
King Edward's Hospital Fund for London  
Local Authorities in United Kingdom  
Medical Research Council

Medical Services of HM Armed Forces (see Note c)  
National Association of Health Authorities and Trusts in England and Wales  
National Association for Mental Health  
National Board for Nursing, Midwifery and Health Visiting for Northern Ireland  
National Board for Nursing, Midwifery and Health Visiting for Scotland  
National Society for Mentally Handicapped Children  
Northern Ireland Council for Postgraduate Medical Education  
Northern Ireland Health and Social Services Training Council  
Royal Postgraduate Medical School (Hammersmith)  
School for Dental Auxiliaries Ltd  
State Hospitals (Broadmoor, Moss Side, Park Lane, Rampton)  
United Kingdom Central Council for Nursing, Midwifery and Health Visiting  
United Kingdom Universities and Medical schools

Claims for removal expenses from employees who were previously employed by one of the authorities or organisations based in Northern Ireland, the Channel Islands or the Isle of Man should be paid in full (and not restricted to the port of entry into Great Britain) subject to satisfaction of the remaining criteria.

#### Notes

- a) a detailed list of members of the Independent Hospitals Association can be obtained from the Secretary, Buckingham Ct, 78 Buckingham Gate, London SW1E 6PE (Tel 0171 430 0537).
- b) the individual federated Institutes are as follows:
  - Institute of Basic Medical Sciences
  - Institute of Cancer Research
  - Cardiothoracic Institute
  - Institute of Child Health
  - Institute of Dental Surgery
  - Institute of Dermatology
  - Institute of Laryngology and Otology
  - Institute of Neurology
  - Institute of Obstetrics and Gynaecology
  - Institute of Ophthalmology
  - Institute of Orthopaedics
  - Institute of Psychiatry
  - Institute of Urology
- c) Military medical personnel on loan or seconded to, or filling posts in, the National Health Service are not included in these arrangements.

## Subsistence rates

### For absence from home or practice

1. Night Allowances: first 30 nights

Actual receipted cost of bed and breakfast up to a maximum of £55

2. Meals Allowance

Per 24 hour period: £20.00

3. Night Allowances in non-commercial accommodation

Per 24 hour period: £25.00

4. Night Allowances: after first 30 nights

Married employees and employees with responsibilities equivalent to those of married employees

Maximum amount payable: £35.00

Employees without responsibilities equivalent to those of married employees and those staying in non-commercial accommodation

Maximum amount payable: £25.00

5. Day Meals Subsistence Allowances

Lunch Allowance (more than five hours away from base, including the lunchtime period between 12:00pm to 2:00pm) £5.00

Evening Meal Allowance (more than ten hours away from base and return after 7:00pm) £15.00.

## Vehicle Allowances

### For a vehicle provided by the employing practice

- |   |           |
|---|-----------|
| (1) for one year's full-time training               | £4,598.10 |
| (2) for 2 year's part-time training (for each year) | £3,016.30 |

### For the use of private vehicles

#### 1. **Public Transport Rate**

24p per mile

#### 2. **Regular User Allowance**

##### Cars

Engine Capacity	Up to 1000c	1001 to 1500cc	Over 1500cc
Annual Lump Sum	£508	£626	£760
Up to 9000 Miles	29.7p	36.9p	44.0p
Thereafter	17.8	20.1	22.6

#### 3. **Standard Rate**

##### a. Cars

Engine Capacity	Up to 1000cc	1001 to 1500cc	1501cc to 2000cc	Over 2000cc
Up to 3,500 Miles	37.4p	47.3p	58.3p	58.3
3501 to 9000 miles	23.0	28.2	33.5	41.0
9000 to 15000	17.5	20.1	22.7	25.5
Thereafter	17.8	20.1	22.6	22.6

##### b. Motor Cycles

Engine Capacity	Up to 125cc	Over 125cc	
Up to 5,000 Miles	17.8p	27.8p	
Over 5,000 Miles	6.7p	9.9p	

##### c. Pedal Cycles

For local agreement, subject to a minimum of 10p per mile.

#### 4. **Passenger Allowances**

Each passenger 5p per mile

## **Payments in Respect of the GP Registrar Scheme**

**(For current pay rates see Section E)**

This Appendix contains details of the payments payable in respect of the GP Registrar Scheme.

Section A contains details of the payments payable in the case of a contract of employment entered into before 1 April 2007, irrespective of whether the GP Specialty Registrar placement commenced before 1 August 2007 or on or after that date.

Section B contains details of the payments payable in the case of a contract of employment entered into on or after 1 April 2007, where the GP Specialty Registrar placement commenced on or after 1 April 2007 but before 1 August 2007.

Section C contains details of the payments payable in the case of a contract of employment entered into on or after 1 April 2007, where the GP Specialty Registrar placement commenced on or after 1 August 2007.

Section D contains details of the payments payable from 1 April 2008.

Section E contains details of the payments payable from 1 April 2009.

Note: The numbering of the points in the tables in Sections A and B is for referencing only and does not indicate a continuous pay scale.

## Section A

Details of the payments that were payable from **1 April 2007** in the case of a contract of employment entered into before 1 April 2007 irrespective of whether the GP Specialty Register placement commenced before 1 August or on or after that date.

### 1. GENERAL ALLOWANCES

- a. Training grant £7,323  
 b. GP Specialty Registrar's subscription to a professional defence organisation  
 See paragraph 7 of the Annex above.

### 2. PAYMENTS TO GP SPECIALTY REGISTRARS

Key to columns in the table below

Col A : Hospital salary (last NHS appointment held) = current GPR basic allowance

Col B : GP Specialty Registrar Supplement

Col C : Col A + Col B = total allowance payable to GP Specialty Registrar

		<u>From 1 April</u> <u>2007</u>			
		A	B	C	
		£	£	£	
1.	House Officer†	26,532	17,246	43,778	*
2.	1st year SHO	26,532	17,246	43,778	*
3.	2nd year SHO	28,267	18,374	46,641	*
4.	3rd year SHO	30,002	19,502	49,504	*
5.	4th year SHO	31,737	20,630	52,367	*
6.	5th year SHO	33,472	21,757	55,229	*
7.	6th year SHO	35,207	22,885	58,092	*
8.	SHO maximum	36,942	24,013	60,955	*
9.	1st year SpR	29,580	19,227	48,807	*
10.	2nd year SpR	31,045	20,180	51,225	*
11.	3rd year SpR	32,510	21,132	53,642	*
12.	4th year SpR	33,975	22,084	56,059	*
13.	5th year SpR (Registrar Maximum)‡	35,742	23,232	58,974	*
14.	6th year SpR	37,510	24,382	61,892	*
15.	7th year SpR	39,278	25,531	64,809	*
16.	8th year SpR	41,045	26,679	67,724	*
17.	9th year SpR	42,813	27,828	70,641	*
18.	10th year SpR	44,581	28,978	73,559	#
19.	Consultant	The current salary for the scale point of the last NHS hospital appointment, on a mark-time basis			

(SHO=Senior House Officer, SpR=Specialist Registrar)

‡ Guidance (PM(81)30) on the accreditation of previous experience in General Practice equates such experience to the Registrar grade. For the sake of clarity it should be noted that the top point of the Registrar scale is equivalent to 5<sup>th</sup> Year Specialist Registrar.

. \* Incremental dates as in last hospital post

# Mark-time basis

## Section B

Details of the payments that were payable from **1 April 2007** in the case of a contract of employment entered into on or after 1 April 2007, where the GP Specialty Registrar placement commenced on or after 1 April 2007 but before 1 August 2007.

### 1. GENERAL ALLOWANCES

- a. Training grant  
£7,323
- b. GP Specialty Registrar subscription to a professional defence organisation  
See paragraph 7 of the Annex above.

### 2. PAYMENTS TO GP SPECIALTY REGISTRARS

Key to columns in the table below

Col A : Hospital salary (last NHS appointment held) = current GPR basic pay

Col B : GP Specialty Registrar's supplement

Col C : Col A plus Col B = total pay for GP Specialty Registrar

		<u>From 1 April</u> <u>2007</u>			
		A	B	C	
		£	£	£	
1.	House Officer†	26,532	14,593	41,125	*
2.	1st year SHO	26,532	14,593	41,125	*
3.	2nd year SHO	28,267	15,547	43,814	*
4.	3rd year SHO	30,002	16,502	46,504	*
5.	4th year SHO	31,737	17,456	49,193	*
6.	5th year SHO	33,472	18,410	51,882	*
7.	6th year SHO	35,207	19,364	54,571	*
8.	SHO maximum	36,942	20,319	57,261	*
9.	1st year SpR	29,580	16,269	45,849	*
10.	2nd year SpR	31,045	17,075	48,120	*
11.	3rd year SpR	32,510	17,881	50,391	*
12.	4th year SpR	33,975	18,687	52,662	*
13.	5th year SpR (Registrar Maximum)‡	35,742	19,659	55,401	*
14.	6th year SpR	37,510	20,631	58,141	*
15.	7th year SpR	39,278	21,603	60,881	*
16.	8th year SpR	41,045	22,575	63,620	*
17.	9th year SpR	42,813	23,547	66,360	*
18.	10th year SpR	44,581	24,520	69,101	#
19.	Consultant	The current salary for the scale point of the last NHS hospital appointment, on a mark-time basis			

(SHO=Senior House Officer, SpR=Specialist Registrar)

‡ Guidance (PM(81)30) on the accreditation of previous experience in General Practice equates such experience to the Registrar grade. For the sake of clarity it should be noted that the top point of the Registrar scale is equivalent to 5<sup>th</sup> Year Specialist Registrar.

. \* Incremental dates as in last hospital post

# Mark-time basis



## Section C

Details of the payments that were payable from **1 August 1 2007** in the case of a contract of employment entered into on or after 1 April 2007, where the GP Specialty Registrar placement commenced on or after 1 April 2007 but before 1 August 2007.

### 1. GENERAL ALLOWANCES

a. Training grant

£7,323

b. GP Specialty Registrar subscription to a professional defence organisation

See paragraph 7 of the Annex above.

### 2. PAYMENTS TO GP SPECIALTY REGISTRARS

Key to columns in the table below

Col A : Hospital salary (Specialty Registrar scale) = current GPR basic pay

Col B : GP Specialty Registrar's supplement

Col C : Col A plus Col B = total allowance payable to GP Registrar

Col X : Hospital salary (last NHS training appointment held)

### PAYMENTS IN RESPECT OF THE GP REGISTRAR SCHEME

(Rates from 1 November 2007 for contracts of employment entered into on or after 1<sup>st</sup> April 2007, where the GP Specialty Registrar placement commenced on or after 1<sup>st</sup> August 2007.)

Grade/pay point on entry	<u>X</u>	New pay point	<u>A</u>	<u>B</u>	<u>C</u>	
	Basic £		New £basic	£supp (55%)	Total £	
House Officer	26,532	Specialty Registrar minimum	28,352	15,594	43,946	*
1st year SHO	26,532	Specialty Registrar minimum	28,352	15,594	43,946	*
2nd year SHO	28,267	Specialty Registrar minimum	28,352	15,594	43,946	*
3rd year SHO	30,002	StR point 01	30,087	16,548	46,635	*
4th year SHO	31,737	StR point 02	32,510	17,881	50,391	*
5th year SHO	33,472	StR point 03	33,975	18,687	52,662	*
6th year SHO	35,207	StR point 04	35,742	19,659	55,401	*
SHO maximum	36,942	StR point 05	37,510	20,631	58,141	*
1st year SpR	30,231	1 <sup>st</sup> year Specialist Registrar	29,580	16,269	45,849	*
2nd year SpR	31,045	2 <sup>nd</sup> Year SpR	31,045	17,075	48,120	*
3rd year SpR	32,510	3 <sup>rd</sup> year SpR/StR point 02	32,510	17,881	50,391	*
4th year SpR	33,975	4 <sup>th</sup> year SpR/StR point 03	33,975	18,687	52,662	*
5th year SpR	35,742	5 <sup>th</sup> year SpR/StR point 04	35,742	19,659	55,401	*‡
6th year SpR	37,510	6 <sup>th</sup> year SpR/StR point 05	37,510	20,631	58,141	*
7th year SpR	39,278	7th year SpR/StR point 06	39,278	21,603	60,881	*
8th year SpR	41,045	8 <sup>th</sup> year SpR/StR point 07	41,045	22,575	63,620	*
9th year SpR	42,813	9th year SpR/StR point 08	42,813	23,548	66,361	*
10th year SpR	44,581	10th year SpR/StR point 09	44,581	24,520	69,101	#
Consultant	[As determined under the provisions of NHS Circular PCS(DD) 2007/7, Annex D]					

(SHO=Senior House Officer, SpR=Specialist Registrar)

‡ Guidance (PM(81)30) on the accreditation of previous experience in General Practice equates such experience to the Registrar grade. For the sake of clarity it should be noted that the top point of the Registrar scale is equivalent to 5<sup>th</sup> Year Specialist Registrar.

. \* Incremental dates as in last hospital post

# Mark-time basis

## Section D

Details of the payments that were payable from **1 April 2008**

### Notes on Amounts Payable

The determination of the salary payable in respect of each placement within a training programme is normally determined, regardless of the date the placement under the contract actually commences, by the date the contract was entered into and the grade of the doctor at the time that contract was entered into. With those details the salary payable can be found in the following table by first identifying the column relating to the date the contract for the GP Specialty Registrar placement was entered into and then ascertaining the salary payable, under that column, in respect of the grade of the doctor at the time the contract was entered into. The appropriate point on that grade is the point the doctor is on, or would have been on if he had remained in that grade, at the time the placement under the contract actually commences.

However, in all cases if the salary so determined is less than the salary calculated on the basis of the practitioner's current training grade ( and their point on that training grade) and supplement payable at the time the placement under the contract actually commences, then the higher amount is payable.

For doctors entering the GPR programme from a training grade the following points, which reflect the phasing out of certain of these grades, must be noted in establishing the doctor's grades for the purposes of the two paragraphs above:

- The salary for a practitioner in a placement contracted for before 1 August 2007 while the practitioner was in the Senior House Officer or Specialist Registrar grade will be determined as if the practitioner had continued in that grade, regardless of any intervening service in the Specialty Registrar Grade. These rates are shown in parts (a) and (b) below;
- The rate for a placement contracted for on or after 1 August 2007 will be based on the presumption that the doctor was in the Specialty Registrar (StR) grade at the time the contract was entered into and will be paid in accordance with the section of part (c) relating to the date the contract was entered into. However, if the previous post held by the doctor was as a Specialist Registrar (SpR) and the doctor is, at the time the placement actually commences, on the minimum or first incremental point of that scale, then the salary will be determined with reference to part (b) of the table.

practitioners entering from non- training grades are provided for separately in part (d).

### 1. GENERAL ALLOWANCES

- |    |  |        |
|----|--|--------|
| a. | Training Grant   | £7,485 |
| b. | GP Specialty Registrar's subscription to a professional defence organisation (see paragraph 7 of the Annex above). |        |

## 2. PAYMENT TO GP SPECIALTY REGISTRARS

		Formal contract for practice placement made:								
		Pre-April 2007 Supplement 65%		April '07 - July '07 Supplement 55%		August '07 - March '08 Supplement 55%		April '08 - March '09 Supplement 50%		
		Basic Salary (all contracts)	Total Allowance	Total Allowance	Total Allowance	Total Allowance	Total Allowance	Total Allowance	Total Allowance	
Scale point		Supplement	Supplement	Supplement	Supplement	Supplement	Supplement	Supplement	Supplement	
a)	SHO minimum	£27,116	£17,626	£44,742	£14,914	£42,030	n/a	n/a	n/a	n/a
	SHO point 01	£28,889	£18,778	£47,667	£15,889	£44,778	n/a	n/a	n/a	n/a
	SHO point 02	£30,663	£19,931	£50,594	£16,865	£47,528	n/a	n/a	n/a	n/a
	SHO point 03	£32,436	£21,084	£53,520	£17,840	£50,276	n/a	n/a	n/a	n/a
	SHO point 04	£34,209	£22,236	£56,445	£18,815	£53,024	n/a	n/a	n/a	n/a
	SHO point 05	£35,982	£23,389	£59,371	£19,791	£55,773	n/a	n/a	n/a	n/a
	SHO point 06	£37,755	£24,541	£62,296	£20,766	£58,521	n/a	n/a	n/a	n/a
b)	SpR minimum	£30,231	£19,651	£49,882	£16,628	£46,859	£16,628	£46,859	£15,116	£45,347 *
	SpR point 01	£31,728	£20,624	£52,352	£17,451	£49,179	£17,451	£49,179	£15,864	£47,592 †
	SpR point 02	£33,226	£21,597	£54,823	£18,275	£51,501	£18,275	£51,501	£16,613	£49,839 *
	SpR point 03	£34,723	£22,570	£57,293	£19,098	£53,821	£19,098	£53,821	£17,362	£52,085 *
	SpR point 04	£36,529	£23,744	£60,273	£20,091	£56,620	£20,091	£56,620	£18,265	£54,794 *‡
	SpR point 05	£38,336	£24,919	£63,255	£21,085	£59,421	£21,085	£59,421	£19,168	£57,504 *
	SpR point 06	£40,143	£26,093	£66,236	£22,079	£62,222	£22,079	£62,222	£20,072	£60,215 *
	SpR point 07	£41,948	£27,267	£69,215	£23,072	£65,020	£23,072	£65,020	£20,974	£62,922 *
	SpR point 08	£43,755	£28,441	£72,196	£24,066	£67,821	£24,066	£67,821	£21,878	£65,633 *
	SpR point 09	£45,562	£29,616	£75,178	£25,060	£70,622	£25,060	£70,622	£22,781	£68,343
c)	StR minimum	£28,976	n/a	n/a	£15,937	£44,913	£15,937	£44,913	£14,488	£43,464 *
	StR point 01	£30,749	n/a	n/a	£16,912	£47,661	£16,912	£47,661	£15,375	£46,124 *
	StR point 02	£33,226	n/a	n/a	£18,275	£51,501	£18,275	£51,501	£16,613	£49,839 *
	StR point 03	£34,723	n/a	n/a	£19,098	£53,821	£19,098	£53,821	£17,362	£52,085 *
	StR point 04	£36,529	n/a	n/a	£20,091	£56,620	£20,091	£56,620	£18,265	£54,794 *‡
	StR point 05	£38,336	n/a	n/a	£21,085	£59,421	£21,085	£59,421	£19,168	£57,504 *
	StR point 06	£40,143	n/a	n/a	£22,079	£62,222	£22,079	£62,222	£20,072	£60,215 *
	StR point 07	£41,948	n/a	n/a	£23,072	£65,020	£23,072	£65,020	£20,974	£62,922 *
	StR point 08	£43,755	n/a	n/a	£24,066	£67,821	£24,066	£67,821	£21,878	£65,633 *
	StR point 09	£45,562	n/a	n/a	£25,060	£70,622	£25,060	£70,622	£22,781	£68,343
d)	Consultant / Career Grade	As determined under the provisions of NHS Circular PCS(DD) 2007/7, Annex D.								#

### Notes:

\* Incremental dates as in the last hospital post, except where the incremental date has been amended on transfer to the Specialty Registrar grade.

† Doctors on the first incremental point (01) of the Specialist Registrar scale will on reaching their incremental date move to the second incremental point (03) of the Specialty Registrar scale.

# Mark-time basis

‡ Guidance (PM(81)30) on the accreditation of previous experience in General Practice equates such experience to the Registrar grade. For the sake of clarity it should be noted that the maximum of the Registrar scale is equivalent to 5th Year Specialist/Specialty Registrar (scale point 04).

## Section E

Details of the payments that are payable from **1 April 2009**

### Notes on Amounts payable

1. The determination of the salary payable in respect of each placement within a training programme is normally determined, regardless of the date the placement under the contract actually commences, by the date the contract was entered into and the grade of the doctor at the time that contract was entered into. With those details the allowance payable can be found in the following table by first identifying the column relating to the date the contract for the GP Specialty Registrar placement was entered into and then ascertaining the salary payable, under that column, in respect of the grade of the doctor at the time the contract was entered into. The appropriate point on that grade is the point the doctor is on, or would have been on if he had remained in that grade, at the time the placement under the contract actually commences.
2. However, in all cases, if the salary so determined is less than the salary calculated on the basis of the practitioner's current training grade (and their point on that training grade) and supplement payable at the time the placement under the contract actually commences, then the higher amount is payable.
3. For doctors entering the GPR programme from a training grade the following points, which reflect the phasing out of certain of these grades, must be noted in establishing the doctor's grades for the purpose of paragraphs 1 and 2 above:
  - The salary for a practitioner in a placement contracted for before 1 August 2007 while the practitioner was in the Senior House Officer or Specialist Registrar grade will be determined as if the practitioner had continued in that grade, regardless of any intervening service in the Specialty Registrar Grade. These allowances are shown in parts (a) and (b) below;
  - The salary for a placement contracted for on or after 1 August 2007 will be based on the presumption that the doctor was in the Specialty Registrar (StR) grade at the time the contract was entered into and will be paid in accordance with the section of part (c) relating to the date the contract was entered into, irrespective of whether the practitioner was already in the (StR) grade at the time of the contract was entered into. However, if the previous post held by the doctor was as a Specialist Registrar (SpR) and the doctor is, at the time the placement actually commences, on the minimum or first incremental point of that scale, then the salary will be determined with reference to part (b) of the table.
4. Practitioners entering from non-training grades are provided for separately in part (d).

### 1. GENERAL ALLOWANCES

- |    |  |        |
|----|--|--------|
| a. | Training Grant   | £7,598 |
| b. | GP Specialty Registrar's subscription to a professional defence organisation (see paragraph 7 of the Annex above). |        |

## 2. PAYMENT TO GP SPECIALITY REGISTRARS

Formal contract for practice placement made (dates are inclusive):

Scale point	Basic Salary at 1 Apr '09 (all contracts)	Pre - 1 April 2007 Supplement 65%		1 April '07 – 31 July '07 Supplement 55%		1 August '07 – 31 March '08 Supplement 55%		1 April '08 – 31 March '09 Supplement 50%		1 April '09 – 31 March '10 Supplement 45%	
		GPR Supplement	Total Allowance	GPR Supplement	Total Allowance	GPR Supplement	Total Allowance	GPR Supplement	Total Allowance	GPR Supplement	Total Allowance
a) SHO minimum	£27,523	£17,890	£45,413	£15,138	£42,661	n/a	n/a	n/a	n/a	n/a	n/a
SHO point 01	£29,323	£19,060	£48,383	£16,128	£45,451	n/a	n/a	n/a	n/a	n/a	n/a
SHO point 02	£31,122	£20,230	£51,352	£17,118	£48,240	n/a	n/a	n/a	n/a	n/a	n/a
SHO point 03	£32,922	£21,400	£54,322	£18,108	£51,030	n/a	n/a	n/a	n/a	n/a	n/a
SHO point 04	£34,722	£22,570	£57,292	£19,098	£53,820	n/a	n/a	n/a	n/a	n/a	n/a
SHO point 05	£36,522	£23,740	£60,262	£20,088	£56,610	n/a	n/a	n/a	n/a	n/a	n/a
SHO point 06	£38,322	£24,910	£63,232	£21,078	£59,400	n/a	n/a	n/a	n/a	n/a	n/a
b) SpR minimum	£30,685	£19,946	£50,631	£16,877	£47,562	£16,877	£47,562	£15,343	£46,028	£13,809	£44,494
SpR point 01	£32,204	£20,933	£53,137	£17,713	£49,917	£17,713	£49,917	£16,102	£48,306	£14,492	£46,696
SpR point 02	£33,724	£21,921	£55,645	£18,549	£52,273	£18,549	£52,273	£16,862	£50,586	£15,176	£48,900
SpR point 03	£35,244	£22,909	£58,153	£19,385	£54,629	£19,385	£54,629	£17,622	£52,866	£15,860	£51,104
SpR point 04	£37,077	£24,101	£61,178	£20,393	£57,470	£20,393	£57,470	£18,539	£55,616	£16,685	£53,762
SpR point 05	£38,911	£25,293	£64,204	£21,402	£60,313	£21,402	£60,313	£19,456	£58,367	£17,510	£56,421
SpR point 06	£40,745	£26,485	£67,230	£22,410	£63,155	£22,410	£63,155	£20,373	£61,118	£18,336	£59,081
SpR point 07	£42,578	£27,676	£70,254	£23,418	£65,996	£23,418	£65,996	£21,289	£63,867	£19,161	£61,739
SpR point 08	£44,412	£28,868	£73,280	£24,427	£68,839	£24,427	£68,839	£22,206	£66,618	£19,986	£64,398
SpR point 09	£46,246	£30,060	£76,306	£25,436	£71,682	£25,436	£71,682	£23,123	£69,369	£20,811	£67,057
c) StR minimum	£29,411	n/a	n/a	n/a	n/a	£16,177	£45,588	£14,706	£44,117	£13,235	£42,646
StR point 01	£31,211	n/a	n/a	n/a	n/a	£17,167	£48,378	£15,606	£46,817	£14,045	£45,256
StR point 02	£33,724	n/a	n/a	n/a	n/a	£18,549	£52,273	£16,862	£50,586	£15,176	£48,900
StR point 03	£35,244	n/a	n/a	n/a	n/a	£19,385	£54,629	£17,622	£52,866	£15,860	£51,104
StR point 04	£37,077	n/a	n/a	n/a	n/a	£20,393	£57,470	£18,539	£55,616	£16,685	£53,762
StR point 05	£38,911	n/a	n/a	n/a	n/a	£21,402	£60,313	£19,456	£58,367	£17,510	£56,421
StR point 06	£40,745	n/a	n/a	n/a	n/a	£22,410	£63,155	£20,373	£61,118	£18,336	£59,081
StR point 07	£42,578	n/a	n/a	n/a	n/a	£23,418	£65,996	£21,289	£63,867	£19,161	£61,739
StR point 08	£44,412	n/a	n/a	n/a	n/a	£24,427	£68,839	£22,206	£66,618	£19,986	£64,398
StR point 09	£46,246	n/a	n/a	n/a	n/a	£25,436	£71,682	£23,123	£69,369	£20,811	£67,057
d) Consultant / Career Grade	As determined under the provisions of NHS Circular PCS(DD) 2007/7, Annex D.										

**Notes:**

- \* Incremental dates as in the last hospital post, except where the incremental date has been amended on transfer to the Specialty Registrar grade. ‡ Guidance (PM(81)30) on the accreditation of previous experience in General Practice equates such experience to the Registrar grade. For the sake of clarity it should be noted that the maximum of the Registrar scale is equivalent to 5th Year Specialist/Specialty Registrar (scale point 04).
- † Doctors on the first incremental point (01) of the Specialist Registrar scale will on reaching their incremental date move to the second incremental point (02) of the Specialty Registrar scale. # Mark-time basis

## **SCHEDULE 1**

### **Determination in respect of payments to a GP Specialty Registrar suspended by the National Health Service Tribunal under Section 32A of the National Health Service Act 1978**

- 1) A suspended GP Specialty Registrar shall be eligible to receive a payment equal to the amount that would have been paid to him/ her by NES had it not been for the suspension but excluding any overtime and any extra contractual payments that might have been made. Any changes to this figure (such as increments or annual pay adjustments) provided for in the contract in place at the point of suspension shall be factored into this calculation on the appropriate date. Any work-related expenses shall only continue if they were part of the suspended GP Specialty Registrar's contract and to the extent that NES agrees that they are still being necessarily incurred. In considering a suspended GP Specialty Registrar's expenses, NES shall not disallow any expenses related to items such as accommodation that, if withdrawn, would force the suspended GP Specialty Registrar to change his/ her living arrangements. To do so could threaten the neutral status under which suspension should be viewed. If the suspended GP Specialty Registrar voluntarily ceases to incur the expenses, payment of such expenses should cease.
- 2) Payment shall be made by the Health Board on the same employment basis as applied prior to the suspension (e.g. employed – monthly/weekly pay) and the Health Board will be reimbursed by NES. In addition the GP Trainer shall continue to receive from NES an amount equal to any employer's NI and any employer's superannuation contributions that the GP Trainer is liable to make on the sum calculated in accordance with paragraph 1. Payment to the GP Specialty Registrar shall continue for as long as the suspension is in force or until the suspended GP Specialty Registrar's contract ends or the suspended GP Specialty Registrar resigns (whichever is the sooner) - on condition that payment continues to be made to the suspended GP Specialty Registrar in accordance with the terms of his/ her contract.
- 3) Once a suspended GP Specialty Registrar is no longer under contract, s/he shall be eligible for a weekly fee which is equal (in gross terms) to the amount s/he would have been entitled to, had his/ her contract continued, as calculated in accordance with paragraph 1. As the suspended GP Specialty Registrar is no longer under contract, these payments are the responsibility of the Health Board.
- 4) Payments in accordance with paragraphs 1 and 3 shall be reduced by the amount of any new income received by the suspended GP Specialty Registrar from any alternative NHS work undertaken during the period of the suspension. Earnings received from non-NHS sources shall be disregarded as shall any earnings received from any continuing work the suspended GP Specialty Registrar undertook alongside his/ her normal duties as a suspended GP Specialty Registrar prior to the suspension. If the suspended GP Specialty Registrar's commitment to the existing work increases during the suspension then earnings from the increased commitment shall not be disregarded.
- 5) As an alternative to the fee calculated as per paragraphs 3 and 4, if the suspended GP Specialty Registrar can establish that his/ her average gross weekly income from all NHS sources was, in the preceding six months, a higher figure, NES will notify the Health Board to pay that higher figure and will reimburse it. However, if it is established that the suspended GP Specialty Registrar's average gross weekly income includes any amount that was wrongly paid, NES shall notify the Health Board to deduct whatever was wrongly paid in calculating the amount payable under this paragraph and refund it to NES. It shall deduct from that figure any amount for expenses which are included in the average gross weekly income figure but that are no longer being necessarily incurred, and all other NHS income received by the suspended GP Specialty Registrar during the period that a fee under this paragraph is in payment. Once the level of payment is established the suspended GP Specialty Registrar shall be paid any arrears that might be due backdated to the date that payments under paragraph 3 became due. NHS superannuation records, employer's records, Inland Revenue

Records or confirmation from the suspended GP Specialty Registrar's accountant would be the normal source of this information.

- 6) As, under paragraphs 3 and 5, the Health Board is paying the suspended GP Specialty Registrar a gross fee (without deduction of tax or National Insurance Contributions), the suspended GP Specialty Registrar shall become responsible, if s/he is not already, for paying his/ her own tax, National Insurance and employee superannuation contributions directly to the relevant body. Payments under paragraphs 3 and 5 are eligible for superannuation purposes under the arrangements that were in place for the suspended GP Specialty Registrar prior to the suspension. NES is responsible for any employer's contribution with the suspended GP Specialty Registrar being responsible for any employee's contribution. Where pension contributions are to the NHS Pensions Scheme NES may, with the suspended GP Specialty Registrar's consent, deduct the employee's contribution from any fee due and pay it directly to the Pensions Agency.
- 7) NES shall put in place financial arrangements to ensure that the Health Board is reimbursed for the amounts it is liable to pay in accordance with paragraphs 1 and 2 within 14 days of receiving a claim. The claim shall include a copy of the suspended GP Specialty Registrar's pay slip or a similar remittance slip.
- 8) Any payments due to be made by a Health Board under this Schedule shall be made by the board in whose area the GP Specialty Registrar is working when he or she is suspended. However, all such payments made in respect of the suspended GP Specialty Registrar shall be recharged to NES, who will inform the Health Board of the requirement to take over payment of salary and the amount to be paid.
- 9) Supplementary provisions as to arrangements when a GP Specialty Registrar is suspended by the National Health Service Tribunal under section 32A of the National Health Service (Scotland) Act 1978 can be found at paragraphs 59 and 60 of the Annex