

Dear Colleague

**SUPPORTING DOCUMENTATION FOR NEW SPECIALTY
DOCTOR AND ASSOCIATE SPECIALIST 2008
CONTRACTS**

Summary

1. Following [NHS Circular: PCS\(DD\)2008/7](#) which provided details on the introduction of the Specialty Doctor grade and new contractual arrangements for the Associate Specialist (2008) grade, this Chief Executive Letter (CEL) provides supporting documentation to help NHS employers and eligible doctors and dentists with the implementation of the new contracts.

2. The documents are as follows:

- Annex A: Frequently Asked Questions
- Annex B: Model Job Plan
- Annex C: Model Contract
- Annex D: Guide to Contracting for Additional Programmed Activities for Associate Specialist (2008) and Specialty Doctors

Enquiries

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

4. Employers are asked to make their own arrangements for obtaining any additional copies of this CEL which is available on the SHOW website at <http://www.show.scot.nhs.uk/sehd/pcs.asp>

Yours sincerely

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CEL 56 (2008)

23 December 2008

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For action

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Chief Executives, NHS Boards, Special Health Boards and NHS National Services Scotland.(Common Services Agency)
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SPECIALTY DOCTOR AND ASSOCIATE SPECIALIST CONTRACTS

FREQUENTLY ASKED QUESTIONS (SCOTLAND)

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Q1. I am currently on an Associate Specialist contract of 38.5 hours per week but the new Associate Specialist contract is based on a working week of 10 Programmed Activities (PAs). Will my hours need to be rebased?

The existing Associate Specialist contract is based on a notional 38.5 hour week so it will need to be rebased to a 40 hour week, which will mean an addition of 1.5 hours paid work. If, however, you wish to work less than 40 hours your pay will be calculated pro rata and your pension will be affected. See Assimilation Tables at Appendix 1 of the Terms and Conditions of Service.

Q2. How will contracts for Clinical Medical Officers (CMOs), Senior Clinical Medical Officers (SCMOs), Hospital Practitioners (HPs) and Clinical Assistants (CAs) be rebased?

Full time CMOs/SCMOs currently work 37 hours per week so their contracts will need to be rebased to 40 hours. If they choose to work less than 40 hours, their pay will be calculated pro-rata and their pension will be affected.

Doctors who work part time (including CMOs/SCMOs, HPs and CAs) will be offered a proportionate number of Programmed Activities and their salary will be pro rata to that of a full time doctor.

Q3. What will happen if my current contracted hours do not exactly equate to Programmed Activities?

You can choose to take up the contract on the number of Programmed Activities (which have a nominal timetable value of four hours) and, if appropriate, half Programmed Activities (which have a nominal timetable value of two hours) nearest to your contracted hours of work.

You will need to agree with your employer an assessment of the hours that you undertake. For part time doctors transferring onto the new contract, any increase or reduction in hours will only be by agreement and will be paid appropriately. This will be undertaken as part of the prospective job plan discussion.

Q4. If I currently undertake fee paying services what will happen to these fees under the new contract?

Fee paying services are defined in Schedule 11 of both the Specialty Doctor and the new Associate Specialist terms and conditions of service. The general principle is that where fee paying services have been agreed as part of the job plan and occur within Programmed Activities then you will not be paid an additional fee. This is to avoid paying twice for the same period of time. If carried out by you in your own time then you may retain the fee.

If you provide a fee paying service during a Programmed Activity and if such work is not considered to be minimally disruptive then it should be programmed into the job plan and fees retained by the employer. However, you may be able to retain a fee in certain circumstances (see Schedule 12 of both the Specialty Doctor and new Associate Specialist terms and conditions of service). For example you may be able to retain a fee if the employer has agreed that the fee paying service carried out during NHS time causes "minimal disruption" to NHS work (this is the same for consultants). What constitutes 'minimal disruption' is dependent upon circumstances and will be subject to local agreement with the Local Negotiating Committee (LNC).

Employers have the discretion to make reasonable charges for the use of NHS facilities outwith programmed activities.

Q5. Can I be required under the new contract to undertake family planning work?

It continues to be the case that you do not have to agree to undertake family planning work if you have ethical or other objections to doing so.

If you find yourself in the situation that your religious and moral beliefs might affect the advice or treatment given to a patient you should make the patient aware of this and should tell the patient of their right to see another suitably qualified doctor in line with paragraph 8 of the GMC's Good Medical Practice.

Q6. Will I be expected to work at locations other than my principal place of work?

Your principal place of work will be as set out in your contract. You may be required to work at any site within your employing organisation. This will be discussed with you and set out in your job plan. Travelling time to and from your principal place of work to other sites will be included as working time (see Schedule 13, paragraphs 10 and 11) and "excess travel" expenses will be payable.

Q7. Do I have to undertake non-emergency work out of hours and at the weekend?

For Specialty Doctors, it is expected that any requirement to undertake such work will be discussed as part of a job plan review. If you subsequently feel unable to agree such a job plan then you can seek mediation and, if necessary, lodge an appeal, in accordance with Schedule 5 of the Specialty Doctor terms and conditions of service.

For Associate Specialists, non emergency work out of hours and work at the weekends will only be scheduled by mutual agreement and you will have the right to refuse such work.

Q8. How do I calculate what my on-call work is for job planning discussions?

If you are required to be on an on-call rota you will be paid an on-call supplement according to the frequency of your on-call duties.

Predictable emergency work arising from on-call duties (eg post take ward rounds) should be programmed into your working week as scheduled Programmed Activities.

Unpredictable emergency work arising from on-call duties will also be treated as counting towards the number of Programmed Activities which are contracted for. You and your employer will need to assess, on a prospective basis, the number of Programmed Activities that represent the average weekly volume of unpredictable emergency work, which will be based on an assessment of the average weekly amount of work over a prior reference period. You will need to agree the length of the reference period with your employer. See Schedule 6 of the Terms and Conditions for more information.

The Terms and Conditions of Service provide for unpredictable work undertaken in Out of Hours to be recognised as 3 hours worked being equivalent to one Programmed Activity or four hours worked being remunerated at the rate of time and a third.

Q9. Under the Specialty Doctor and new Associate Specialist contracts how may I contract for any Additional Programmed Activities (APAs)?

The full time contract will be for 10 Programmed Activities (40 hours) and part time contracts will be less than 10 Programmed Activities. If you are offered and agree to undertake any APAs these will be contracted for separately and clearly state their purpose and duration. Flexibility exists for the APAs to be worked regularly or as required over the course of the year. Further guidance on APAs is available in the Guide to Contracting for Additional Programmed Activities for Associate Specialist and Specialty Doctors.

Q10. If I assimilate on to the Specialty Doctor or new Associate Specialist contracts under the transitional arrangements what happens to my incremental date?

If you assimilate on to the new contract under the transitional arrangements you will retain your existing incremental date.

Q11. If I transfer outwith the transitional arrangements what happens to my incremental date?

Your incremental date will be the anniversary of the date you take up the new contract.

Q12. I cannot recall my incremental date. What should I do?

You should consult the relevant member of staff in your employer's HR Department who will be able to advise you of the relevant date.

Q13. What is the definition of remuneration in the context of this contract?

Normally, remuneration in terms of this contract will be that of the practitioner's basic salary plus any other contracted earnings.

Q14. There are a number of different dates within the Terms and Conditions of Service. What are they?

They are:

Assimilation Date	1 April 2007
Implementation Date	2 April 2007
Effective Date	1 April 2008
Operative Date	20 October 2008

Q15. How is time spent travelling dealt with in the new contract?

Where you are expected to spend time on more than one site during the course of a day, travelling time to and from your main base to other sites will be included as working time.

Travel to and from work for NHS emergencies, and “excess travel”, will count as working time. “Excess travel” is defined as time spent travelling between home and a working site other than your main place of work, after deducting the time normally spent travelling between home and main place of work. You and your employer may need to agree arrangements for dealing with more complex working days. Travelling time between your main place of work and home or private practice premises will not be regarded as part of working time.

Q16. What are the minimum entry criteria for the Specialty Doctor grade?

In order to be eligible to enter the new grade a doctor must have: full registration with the General Medical Council or registration with the General Dental Council; a minimum of four years’ postgraduate training (or the equivalent), two of which must be in a relevant specialty or have equivalent experience and competencies. Full details of the criteria are set out in Schedule 1 of the TCS for Specialty Doctor.

Q17. What groups of doctors and dentists are eligible to assimilate onto the Specialty Doctor contract?

The following groups of staff are entitled to transfer to the new contract:

- Staff Grade
 - Associate Specialist
 - Hospital Practitioner
 - Clinical Medical Officer (CMO)
 - Senior Clinical Medical Officer (SCMO)
 - Clinical Assistants
-
- Any employed individuals who undertake the duties of a Staff Grade and who are paid on the national Staff Grade pay and terms and conditions and who meet the eligibility criteria for entry to the Specialty Doctor grade will qualify for the new contract and should therefore be given the opportunity to express an interest in the Specialty Doctor contract.
 - Doctors who are employed in General Practice: where a doctor holds a post as a GP, and holds a second job in a hospital setting in any of the eligible grades which is not for the delivery of primary care services, may be offered the new contract if they fulfil the other eligibility criteria.

Q18. How long should it take to progress from the bottom to the top of the Specialty Doctor or the new Associate Specialist pay scales?

The minimum length of time it should take to progress from the bottom to the top of each grade is 17 years subject to meeting incremental and threshold criteria.

Q19. Is there a mechanism to enable employers to appoint doctors who have relevant experience to a higher incremental point?

Doctors already in post and assimilating will move to the new pay scales as set out in Appendix 1, Table 1A of the Terms and Conditions of Service. For new appointees to

Specialty Doctor, employers may appoint a doctor with relevant non NHS experience at an appropriate level using Table 1B of the Terms and Conditions of Service. For further information please refer to Schedule 14 paragraph 6 of the Specialty Doctor Terms and Conditions of Service.

Q20. Where do I find more details of pay progression and thresholds in the Specialty Doctor and new Associate Specialist grade?

See Schedule 15 of the Specialty Doctor and new Associate Specialist terms and conditions of service along with the Progression Tables in Appendix 1 of the Terms and Conditions.

Q21. Do the Specialty Doctor and new Associate Specialist pay scales include optional or discretionary points?

No. The new contracts incorporate the scale points previously used for award of optional or discretionary points into the new pay scale. Movement through the scale will be contingent on meeting the criteria set out in Schedule 15 of the Specialty Doctor or new Associate Specialist Terms and Conditions of Service.

Q22. Are the new contracts based on the Consultant Contract?

The structure and terms of the Specialty Doctor and new Associate Specialist contracts have been largely based on the 2003 Consultant Contract, but there are some variations between them to take into account the differences between the work of Specialty Doctor and Associate Specialist grades and consultants.

Q23. What are “external duties” in the context of these contracts?

External duties are duties that are not included in the definitions of “Direct Clinical Care”, “Supporting Professional Activities” and “Additional NHS Responsibilities”, and not included within the definition of Fee Paying Services or Private Professional Services, but are undertaken as part of the prospectively agreed job plan by agreement between the doctor and the employing organisation without causing undue loss of clinical time. They might include, for example:

- Trade union and professional association duties
- Undertaking assessments for NHS Education for Scotland, NHS Quality Improvement Scotland or equivalent bodies
- Reasonable amounts of work for the Royal Colleges or Government Departments in the interests of the wider NHS
- Work for the General Medical Council or other national bodies concerned with professional regulation
- NHS disciplinary procedures and NHS appeals procedures

Q24. How will I know when the new contract becomes available?

Your employer will write to you inviting you to make an expression of interest within twelve weeks of the date of that letter. An expression of interest will not place you under any obligation to accept the new terms and conditions of service. It will trigger a job planning discussion with your employer. You and your employer will be expected to make every effort to take forward the job planning process swiftly following any expression of interest.

Q25. If I make an expression of interest to accept the new contract, when will I be able to move to that contract?

Once the job planning process has been completed you will be offered the contract on the basis of the prospective job plan. You will have 28 days within which to accept or decline the offer in writing.

Q26. How is the content of the job plan on assimilation decided?

For assimilation purposes, the job plan will be based on the actual work normally carried out by the eligible doctor prior to the transition process. Diary evidence should be submitted to inform this process.

Q27. I have expressed an interest in moving to the new arrangements from 1 April 2008 but my employer has not yet set a date for a job plan discussion. I am worried about losing any back pay which may be payable.

If you formally respond in writing indicating a wish to move to the appropriate new contract within 12 weeks of your employer writing to you then you retain the right to receive back pay once you have agreed a job plan with your employer.

When agreement on a job plan is reached your pay will be backdated to 1 April 2008.

Transitional arrangements can be found in Schedule 27 of the Specialty Doctor and Schedule 28 of the Associate Specialist (2008) TCS.

Q28. What different categories can Programmed Activities be assigned to?

Programmed activities will be separated for timetabling purposes into the categories of:

- a) direct clinical care duties including any on-call work;
- b) supporting professional activities;
- c) any additional NHS responsibilities;
- d) any agreed external duties
- e) any Additional Programmed Activities

Q29. What constitutes the group of doctors and dentists referred to in Schedule 7, paragraph 3, with regard to the offer of an Additional Programmed Activity for spare professional capacity?

For the purposes of this Schedule, the programmed activity being offered will be offered to all clinically appropriate doctors or dentists of the same grade working within the same clinical department.

Q30. Will I receive back pay?

You will receive backdated pay if:

- You return a signed expression of interest form back to your employer within the twelve week period, and;
- You accept an agreed job plan and salary package offer within 28 days of a formal offer being made (subject to mediation and appeals)

In this situation the contract and pay will be back dated to 1 April 2008.

Following mediation or appeal a contract accepted within 28 days of a formal offer will be backdated to 1 April 2008.

You will not receive backdated pay if:

- You do not make an expression of interest in writing within the twelve week period or;
- You do not accept an agreed job plan and salary package offer in writing within 28 days of a formal offer being made (subject to mediation and appeals);

and you will move to the new contract only on the date that you commence work in accordance with the agreed job plan.

Q31. How will any back pay be calculated on assimilation?

- If you expressed an interest in transferring to the new contract within the required twelve week period and the job planning process is complete, you will be assimilated to the appropriate scale point that would have been due on 1 April 2008 as if the contract had been in operation from 1 April 2007.
- you will then be entitled to an amount of back pay equivalent to the arrears you would have been entitled to receive had the contract been concluded from 1 April 2008. Payments received for fee paying services undertaken as part of your job plan during the back pay period will be offset against these arrears.

Q32. What will happen to my back pay if I have had an increment awarded in the time between 1 April 2008 and assimilation?

- In this case your new basic salary will still be determined by your pay scale point on 1 April 2007.
- If you meet the backdating criteria your pay will then be back dated to 1 April 2008 and will be determined by the difference between the pay you received on your old contract and the pay you would have received had you been on the new contract during that period up until you received your incremental award.
- For the period between your incremental date and actual assimilation date, you will receive the difference between the pay received under the old contract and the amount that would now be due under your new incremental point on the new contract.
- Payments for fee paying services undertaken as part of your job plan during the back pay period will be deducted from the amount due in accordance with the TCS.
- To summarise, the amount of back pay will be determined by the difference between the pay you received on your old contract and the pay you would have received under the new arrangements, less any payments for fee paying services undertaken as part of your job plan during the back pay period.

Q33. What will happen if I have been awarded an optional or discretionary point payable from 1 April 2008?

Your employer will notify you of any decision on the award of optional or discretionary points. This will assist you to make an informed decision.

- If you decide to stay on your existing contract of employment, you will be paid any optional or discretionary points from 1 April 2008, and be eligible to apply for points in subsequent years.

- If you choose to move to the new contract under the transitional arrangements, any points awarded from 1 April 2008 will not be paid.

Circumstances will vary for each individual and you will have to consider the relative benefits of the new contract offer from your employer compared to your position if you remain on your current contract and are paid the points awarded to you. If you decide to remain on your existing contract, you retain the opportunity of agreeing prospective transfer to the new contract, but without any retrospection/backpay.

Q34. What if I am not happy with my prospective job plan? Can I appeal the decision, and if I make an appeal will I still get back pay?

If you cannot agree the prospective job plan offered, you are entitled to refer the job plan to mediation and formal appeal in accordance with the provisions of Schedule 5 of the terms and conditions of service.

Following either an agreement reached through mediation or the decision of an appeal panel, the job plan or a revised job plan will be offered to you and you will have a further 28 days to accept or reject it. If you accept the offer within 28 days your pay will be backdated to 1 April 2008 (provided always that you made an expression of interest within twelve weeks). If you reject the offer following the decision of an appeal panel you will remain on your existing contract.

Q35. What if I am unhappy about the salary package offered to me after the assimilation job planning process?

If you believe the salary offered is incorrect, you should initially contact your HR Department with supporting evidence that the salary calculation is incorrect. If you remain unhappy with the calculations you have the option to raise a grievance with your employer.

Q36. What happens if I am on maternity leave, sick leave or other approved absence during the period when the new contract is being offered? How will my assimilation onto the new contract be affected?

Your employer should make every effort to contact you while you are on an approved absence giving you the opportunity to express an interest to move on to the new contract. If you express an interest to move on to the new contract within twelve weeks of receiving this letter and, on return to work, you accept an agreed job plan and salary package offer within 28 days of a formal offer being made (subject to mediation and appeals) your pay will be backdated to 1 April 2008.

Q37. Which contract will a Senior Clinical Medical Officer (SCMO) or a Clinical Medical Officer (CMO) be assimilated onto?

The same arrangements will apply to SCMO and CMO doctors who can choose to assimilate onto the Specialty Doctor contract. They will also then have the opportunity to apply for regrading to the new Associate Specialist contract during the Window of Opportunity. Alternatively, they may elect, if eligible, to apply directly from their existing contract for regrading to Associate Specialist during the Window of Opportunity.

Q38. If I do not sign the new contract can I still get a pay increase in line with the Specialty Doctor or new Associate Specialist grade?

No. You will progress up your existing pay scale as before. The old pay scales will only be increased by the annual awards recommended by the Doctors' and Dentists' Review Body (DDRB) and accepted by Government.

Q39. Am I obliged to be assimilated onto the new grade structure?

No. Terms and conditions of your contract can only be amended with your explicit consent. The Scottish Government Health Directorates and the NHSScotland Employers have confirmed that the contract will be offered on an optional basis. This is also corroborated by BMA legal advice which says that you cannot be obliged to accept the terms and conditions of the Specialty Doctor or new Associate Specialist contract.

Q40. If I decide not to accept a new contract, will I still be able to access optional/discretionary points?

Yes. The terms and conditions of the current contracts are expected to remain the same (subject to essential contract maintenance) and therefore you will continue to be able to apply for optional/discretionary points if you remain on your current Staff Grade/Associate Specialist contract. However, due to the discretionary nature of the current system, the awarding of points in the future cannot be assumed: by the nature of the schemes, points are not awarded to every applicant every year.

Q41. If I don't want to move to the new contract at the time of implementation but decide to do so at a later date, how will I be transferred onto the new contract and will I still have my pay protected if necessary?

Moving onto the new contract after the implementation date should not be a problem, subject to agreeing a new job plan. Transfer should take place based on the basic salary you are receiving under your current contract. Your employer should transfer you onto the new contract on the next highest basic salary above your current basic salary. Your incremental date will be the anniversary of the date of transfer. If your current salary exceeds the salary offered on transfer, pay protection arrangements will apply.

Subject to the work contracted for in the new contract being of the same time and nature as the work carried out under the previous national contract and Terms and Conditions of Service, then any remuneration paid to you under that contract/Terms and Conditions of Service will be protected, subject to hours and intensity remaining the same. Protection will be applied at mark time of the value of payments on the last day on which you were paid under the previous terms and conditions of service.

Q42. What will happen if I assimilate onto the new contract within the transitional period and my annual salary is higher than it will be under the new contract?

Subject to the work contracted for in the new contract being of the same time and nature as the work carried out under the previous national contract and Terms and Conditions of Service, then any remuneration paid to you under that contract/Terms and Conditions of

Service will be protected, subject to hours and intensity remaining the same. Protection will be applied at mark time of the value of payments at 31 March 2008 plus the value of any annual pay increase recommended by the Doctors' and Dentists' Review Body and accepted in Scotland for 2008-09 only.

Q43. For pay purposes, as a Staff Grade, how will I be assimilated as part of the transitional arrangements onto the new Specialty Doctor contract?

You will assimilate onto the new contract based on your position on the existing Staff Grade pay scale on 1 April 2007 and be treated as if you had moved onto the new contract on 2 April 2007 – see Assimilation Tables in Appendix 1 of the Terms and Conditions of Service.

Specialty Doctor – Assimilation at 2008/2009 rates

	1 April 2007 Salary			1 April 2008 Salary		Next uplift due (your incremental date)
Incremental points	0	£32,547	→	1	£38,974	2008/2009
	1	£35,131	→	2	£42,965	2008/2009
	2	£37,714	→	3	£45,104	2008/2009
	3	£40,298	→	4	£48,186	2008/2009
	Threshold 1					
	4	£42,882	→	5	£51,256	2009/2010
	5	£45,924	→	5	£51,256	2008/2009
	6	£48,049	→	6	£54,395	2008/2009
	7	£50,632	→	7	£57,535	2008/2009
Threshold 2						
Optional points	8	£53,216	→	8	£60,675	2009/2010
	9	£55,800	→	9	£63,814	2009/2010
	10	£58,383	→	10	£66,954	N/A
	11	£60,968	→	10	£66,954	N/A

Q44. For pay purposes, as an Associate Specialist, how will I be assimilated as part of the transitional arrangements onto the new Associate Specialist contract?

The new Associate Specialist full time contract is based on 10 Programmed Activities (40 hours) rather than 11 Notional Half Days (38.5 hours).

You will assimilate onto the new contract based on your position on the existing Associate Specialist pay scale on 1 April 2007 (rebased to 40 hours) and be treated as if you had moved onto the new contract on 2 April 2007 – see Assimilation Tables in Appendix 1 of the Terms and Conditions of Service.

Associate Specialist – Assimilation at 2008/2009 rates

	1 April 2007 Salary			1 April 2008 Salary		Next uplift due (your incremental date)	
Incremental points	0	£35,977	→	2	£58,431	2008/2009	
	1	£39,788	→	2	£58,431	2008/2009	
	2	£43,598	→	2	£58,431	2008/2009	
	3	£47,408	→	2	£58,431	2008/2009	
	4	£51,219	→	3	£63,774	2008/2009	
	5	£55,029	→	4	£68,405	2008/2009	
	Threshold 1						
	6	£60,061	→	5	£70,326	2009/2010	
	7	£64,422	→	5	£70,326	2008/2009	
Discretionary Points	8	£66,232	→	6	£72,833	2008/2009	
	9	£68,593	→	7	£75,340	2008/2009	
	Threshold 2						
		10	£70,954	→	8	£77,847	2009/2010
		11	£73,315	→	9	£80,354	2009/2010
		12	£75,676	→	10	£82,863	N/A
	13	£78,039	→	10	£82,863	N/A	

Q45. If I am at the top of the current pay scale (receiving the maximum number of optional or discretionary points) – where will I be assimilated?

If you are either a Staff Grade or an Associate Specialist at the top of the current optional or discretionary parts of the pay scale you will be assimilated to the top of the new scale under the assimilation arrangements.

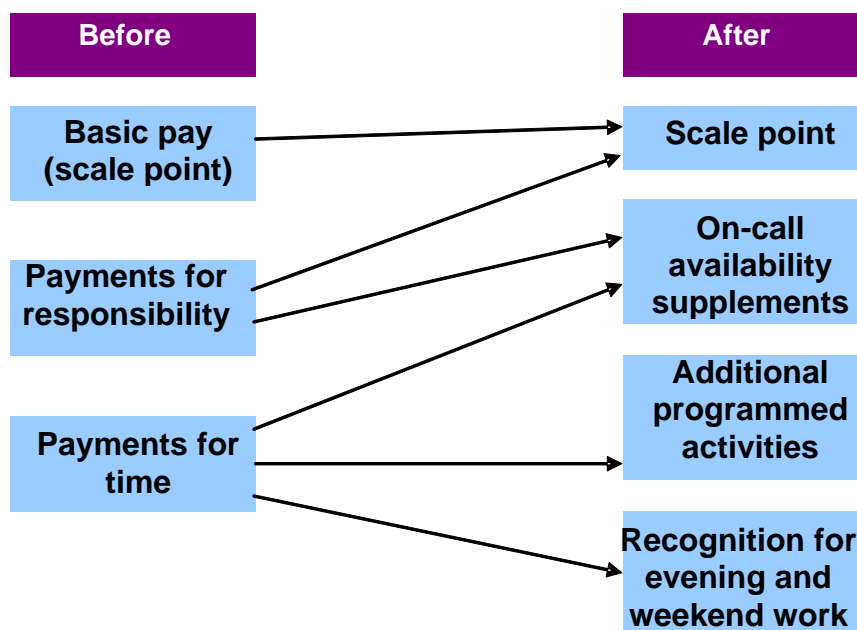
Q46. I am a Staff Grade doctor but I have been working as a locum Associate Specialist for a period of time. Will I assimilate to the new contract?

If you express an interest, you will assimilate from your substantive grade to the new Specialty Doctor contract based on the salary you received in your last substantive Staff Grade post in accordance with the transitional arrangements. You may also be eligible to apply to regrade to the new Associate Specialist grade through the Window of Opportunity.

Q47. On assimilation, will my existing payments for either time or additional responsibility be recognised?

You will be assimilated in accordance with the assimilation arrangements. Any additional time or responsibilities agreed as part of your prospective job plan will be recognised as programmed activities or additional programmed activities under the new contract.

The table below illustrates the ways in which current payments may be recognised in the new arrangements.



Q48. If on assimilation I move through a threshold, will I have to meet any criteria as set out in Schedule 15?

No. If on assimilation you move through a threshold on the relevant table then progress is automatic, and it will be assumed that you have met the relevant criteria.

Q49. What will happen if shortly after the operative date of the new contract I am due to receive incremental progression?

Please refer to the salary progression tables in the Terms and Conditions document. The incremental progression due will be implemented in accordance with Schedule 15 of the TCS.

Q50. If I transfer at a later date outside the transitional arrangements how long should I wait until I progress to the next point?

Your incremental date will be the date you transfer to the new grade and then you will receive an increment after 1, 2 or 3 years depending on the point on the scale you transfer to. Please refer to Table 1 B of Appendix 1 of the Terms and Conditions of Service.

Q51. If shortly after assimilation, I become eligible to move through a threshold, how will this be managed?

In such a situation your employer should give you priority and allow you a period of 12 months from your acceptance of the contract to submit evidence to meet the criteria. If the criteria are met then pay will be backdated to your incremental date.

Q52. If I have applied for regrading to the Associate Specialist grade before the operative date and am successful, which Associate Specialist contract will I be placed on?

If you successfully apply for regrading and the date of regrading is on or before midnight on 20 October 2008, you shall be regraded to the "old" Associate Specialist grade/Terms and Conditions of Service in accordance with NHS MEL(1998)3 and local Board procedures. If you subsequently choose to transfer to the new Associate Specialist (2008) contract, transfer will be in accordance with the transitional arrangements set out in Schedule 28 of the Associate Specialist (2008) Terms and Conditions of Service.

The current Associate Specialist grade will be closed from 20 October 2008 to new applicants. Any successful applications made after this date will be to the new Associate Specialist contract.

Q53. How long will the Window of Opportunity remain open for?

The Window of Opportunity will stay open until midnight on 31 March 2009. If you wish to apply for personal regrading, you will need to submit your application to your employer by this date in line with NHS MEL (1998)3 and locally agreed procedures. CEL(2008)50 provides further details on regarding during the Window of Opportunity.

Q54. If I am a Staff Grade doctor opting to accept the Specialty Doctor contract, can I apply for regrading to Associate Specialist during the Window of Opportunity at the same time?

Yes. You may apply for regrading at any time during the Window of Opportunity to the new Associate Specialist grade.

Q55. If I am a Staff Grade doctor and I do not accept a contract as a Specialty Doctor can I still apply for regrading under the Window of Opportunity?

Yes. You may apply for regrading to the new Associate Specialist contract at any time whilst the Window of Opportunity remains open.

Q56. Is there any guarantee that employers will support applications to regrade to the new Associate Specialist grade during the Window of Opportunity?

No. Employers will use the existing criteria to make the decision to support regrading applications according to service need. When submitting an application for regrading it is therefore important to provide evidence of providing a service at this level for your employer. Your employer will then have a choice to support the application or not in line with the other criteria detailed in MEL(1998)3.

For further information on how to apply for regrading to the Associate Specialist grade, please see NHS Circulars 1990 (PCS) 2 and PCS (DD) 1993/3 and CELs (2008) 50 and 51.

Funding has been allocated within the cost envelope to give eligible doctors the opportunity to apply to regrade to Associate Specialists if they are successfully assessed as meeting the criteria.

Q57. Does it matter if an employer takes a while to make a decision about regrading to the Associate Specialist grade, and the decision then falls outside of the Window of Opportunity period?

No. Employers will consider any application received on or before 31 March 2009. Any successful application will be backdated to the date of receipt of the completed application by the employer.

Q58. Will Associate Specialists remain a separate grade until there is no one left in the grade?

Yes. The Associate Specialist grade will remain a separate, closed grade whilst doctors remain in that grade.

Q59. Will Associate Specialist doctors on the new contract be able to move posts — do they risk being frozen in their current jobs?

The Associate Specialist grade will be closed from 20 October 2008 so no new Associate Specialist posts will be created after that date (except for those individuals who are regraded under the Window of Opportunity). This will restrict the movement of Associate Specialists

into other Associate Specialist posts but movement into training or application to the Specialist Register via the Postgraduate Medical Education and Training Board (PMETB) may be an option.

Within the Window of Opportunity a current Associate Specialist could be appointed as a Specialty Doctor in another employing organisation and apply to regrade before 31 March 2009. However, appointments to the Associate Specialist grade depend not only upon the needs of the applicant but also upon there being a service need for the post.

Q60. What will the basic pay arrangements for the new Associate Specialist contract be?

In the new contract Associate Specialist doctors are eligible to progress up a single pay scale starting at a salary of £50,339 up to £82,863 at the top of the grade. Specified criteria must be met in order to move up the pay scale and pass through the thresholds (see Schedule 15).

Q61. Will the closure of the Associate Specialist grade mean it will be more difficult for Staff and Associate Specialist Grade doctors to obtain a Postgraduate Medical Education and Training Board (PMETB) Certificate of Eligibility for Specialist Registration (CESR) and be included on the Specialist Register?

No. The closure of the Associate Specialist grade will not impact on a doctor's ability to apply for a CESR. Doctors will have the opportunity to progress towards gaining admittance to the Specialist Register via a CESR as they do now. The new contract will support individual development through doctors having a job plan. Doctors will also be required to develop a portfolio which will help them to keep a record of their work.

Q62. How will doctors who wish to move in and out of training posts be able to do so?

There are potentially a number of formal and informal measures to assist movement into and out of training.

Return to formal training may occur through two routes:

1. A doctor may apply for a job in a training grade via open competition and be accepted. In this situation the doctor will accept the placement and relinquish their current post. Terms and conditions for doctors in training will apply, subject to new pay protection arrangements for career grade doctors.
2. To meet the requirements for entry to the Specialist Register under Article 14, a doctor may have the opportunity for a secondment from their current post to undertake top-up training. During secondment they will remain on their current contract and career grade terms and conditions of service. Such secondment opportunities are not expected to last longer than 12 months.

Q63. Can training opportunities be guaranteed?

No. Under the new contract training opportunities are not guaranteed, and will continue to be determined by service requirements. Whilst the Specialty Doctor grade is not a training grade post it is hoped that doctors will be assisted by employers if they wish to access top-up training.

Portfolio development and discussions with employers will be crucial to accessing secondment opportunities but doctors are free to apply to re-enter training by applying for training posts in open competition with other doctors.

Q64. Where can I find more details on the transitional arrangements?

In the first instance you should contact your Medical Staffing Team/HR Department. BMA members can also access advice either through the BMA website at www.bma.org.uk or by telephoning 0300 123 123 3.

Q65. Will additional Programmed Activities (APAs) over the 10 PA standard contract be pensionable?

No. The current pension arrangements do not allow for more than 10 Programmed Activities to be pensionable.

Q66. What are the monitoring arrangements for the new contract?

SGHD will monitor the uptake of the new contract and its costs. The Health Directorate will also engage with Boards and other stakeholders to ensure that the contract realises the anticipated benefits for Specialty Doctors and Associate Specialist doctors, NHS employers, and most importantly NHS Scotland patients.

MODEL JOB PLAN

Specialty Doctor/Associate Specialist Job Planning

1. A model job plan is attached which has been agreed as the format used by employers in Scotland to record details of doctors' or dentists' working arrangements under the new contracts.
2. It should be used to confirm the outcome of both annual and interim Job Plan Reviews and the details contained in the Job Plan will form part of the contract between employer and employee. Doctors or dentists participating in job planning activities should be reminded of the important nature of this document.
3. The document must show the total number of Programmed Activities (PAs) (including those allocated for on-call work) and the number of Additional Programmed Activities (APAs) separately.
4. To ensure clarity and consistency, each item of work should be categorised as Direct Clinical Care (DC), Supporting Professional Activity (SPA), Additional NHS Responsibilities (AR) or External Duties (ED) and each should be listed separately as either a PA or an APA.
5. It should be noted that some blocks of time may include more than one category of work, but must not include both PAs and APAs. These must be noted separately to inform any APA contract that results from the job planning process.
6. It is recommended that a diary should be completed as an evidence gathering tool to inform the process. To ensure that a representative period is used, it is recommended that diary evidence should be submitted for a minimum period of six consecutive weeks or, where practicable, the period of one cycle of on-call.
7. The reference period used for the diary should be agreed in advance between the doctor or dentist and their clinical manager.

MODEL JOB PLAN FORMAT

Name: _____ **Specialty:** _____ **Grade:** _____
Effective Date of Job Plan: _____ **Next Expected Review Date:** _____
Contract: _____ **Full Time / Part Time** _____
Weekly PAs: _____ **Weekly APAs:** _____ **TOTAL HOURS:** _____
Principal Place of Work _____
Other Regular Workplaces: _____
On-Call Availability Supplement: None / 2% / 4% / 6% (delete as appropriate)
Out of Hours Work:: Predictable: PAs **Unpredictable:** PAs
Managerially Accountable to _____
Clinically Responsible to: _____

a) Timetable of activities which have a specific location and time

DAY	HOSPITAL / LOCATION	DESCRIPTION OF WORK	CATEGORY				PA TYPE	
			DC	SP A	AR	ED	PA	AP A
Monday From / To								
Tuesday From / To								
Wednesday From / To								
Thursday From / To								
Friday From / To								
Saturday From / To								
Sunday From / To								

**b) Description of Activities which are not undertaken at specific locations or times
(This section should include details of activity category and PA/APA allocation for such activities)**

**c) Description of Activities during Premium Rate Hours of Work e.g. hours outwith 7am-7pm Monday to Friday
(This section should further define activities that have already been included at a) in terms of location and timing)**

**d) Additional Programmed Activities
(This section outlines the reason for allocation of APAs including the expected duration of the APAs)**

MODEL JOB PLAN

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Direct Clinical Care (DC) (work that directly relates to the prevention, diagnosis or treatment of illness)		
Emergency duties (including work carried out during or arising from on-call) (refer to Schedule 6)		
Operating sessions including pre-operative and post-operative care		
Ward rounds		
Outpatient activities		
Clinical diagnostic work		
Other patient treatment		
Public health duties		
Multi-disciplinary meetings about direct patient care		
Patient-related administration linked to clinical work i.e.directly related to the above (primarily, but not limited to, notes, letters and referrals)		
Total Direct Clinical Care Activities		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Supporting Professional Activities (SPA) (activities that underpin Direct Clinical Care)		
Audit		
Continuing professional development		
Local clinical governance activities		
Training		
Formal teaching		
Appraisal		
Job planning		
Research		
Any other supporting professional activities (including external duties)		
Total Supporting Professional Activities		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Additional NHS Responsibilities (AR) (special responsibilities within the employing organisation not undertaken by the generality of doctors, which are agreed between the doctor and the employer which cannot be absorbed in the time set aside for Supporting Professional Activities)		
Clinical manager		
Clinical audit lead		
Clinical governance lead		
Clinical tutor		
Educational supervisor		
Other additional responsibilities		
Total Additional Responsibilities		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
External Duties (ED) (duties that are not included in the definitions of “Direct Clinical Care”, “Supporting Professional Activities” and “Additional NHS Responsibilities” and not included within the definition of Fee Paying Services or Private Professional Services, but are undertaken as part of the prospectively agreed job plan by agreement between the doctor and the employing organisation without causing undue loss of clinical time)		
Trade union and professional association duties		
Undertaking assessments for NHS Education for Scotland, NHS Quality Improvement Scotland or equivalent bodies		
Reasonable amounts of work for the Royal Colleges or Government Departments in the interests of the wider NHS		
Work for the General Medical Council or other national bodies concerned with professional regulation		
NHS disciplinary procedures and NHS appeals procedures		
Other external duties		
Total External Duties		

<p style="text-align: center;">Facilities and Resources</p> <p>Details of the facilities and resources necessary to support delivery of the doctor's/dentist's duties and objectives for all programmed activities</p>	
<p>Staffing support (administrative, clerical or secretarial)</p>	
<p>Office accommodation</p>	
<p>Equipment</p>	
<p>IT resources</p>	
<p>Any other identified resources necessary.</p>	

Objectives may cover personal development needs, training goals, organisational issues, CME and CPD e.g. acquisition / consolidation of new skills and techniques.

Objective	How objective will be met and resources required	1. Timescale	2. Supports service objectives
1.		3.	4.
2.		5.	6.
3.		7.	8.
4.		9.	10.
5.		11.	12.

This job plan has been agreed by:-

Name of doctor (please print)

Name of Health Board signatory (print name and job title)

Signed.....
By Doctor

Date

Signed.....
On behalf of Employer

Date.....

[SPECIALTY DOCTOR]
[ASSOCIATE SPECIALIST] 2008 CONTRACT

[Delete as appropriate]

MODEL CONTRACT OF EMPLOYMENT

BETWEEN:

[Insert name of employing organisation]* and

[Insert name and address of employee]¹

1. THE POST

1. [Specialty Doctor] [Associate Specialist] 2008 [delete as appropriate]

1.1. Your job title is []* in [insert specialty]*.

1.2. The appointment is subject to the national Terms and Conditions of Service for Specialty Doctors/Associate Specialists 2008 (Scotland) (*delete as appropriate*) ("the TCS") which may be amended by collective agreement from time to time.²

2. Commencement of Employment

2.1 Employment under this contract [begins/began]* on [insert date]*.

2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, [begins/began]* on [insert date]*.

¹ Employing organisation to complete

² A copy of the TCS may be found at www.sehd.scot.nhs.uk

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Board or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count.

2.4 Your incremental date for pay progression purposes is []*.

2. THE WORK

3. Location

3.1 Your principal place of work is []*. Other work locations including off site working may be agreed and incorporated in your Job Plan where appropriate. You will generally be expected to undertake your Programmed Activities at the principal place of work or other locations agreed in the Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

3.2 You may be required to work at any site within your employing organisation, including new sites provided that they are within a reasonable travelling distance from your home address.

4. Duties

4.1 Main Duties and Programmed Activities

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, as reviewed from time to time in line with the provisions in clause 5 below.

4.2 Associated Duties

You are responsible for the associated duties set out in Schedule 3 of the TCS.

4.3 Objectives

The purpose of including agreed personal objectives in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question and to set out the relationship between these personal objectives and local service objectives. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve your personal objectives.

5. **Job Planning**

Your main duties and responsibilities will be as set out in the prospective job plan agreed with you and your clinical manager.

You and your clinical manager will review the job plan annually, or more frequently, in line with the provisions of Schedule 4 of the Terms and Conditions.

6. **Programmed Activities**

Programmed activities associated with this contract are those agreed in the prospective Job Plan.

Any programmed activities contracted for in addition to those covered by this core contract, will be scheduled, contracted and paid for in accordance with Schedules 4, 7 and 14 of the Terms and Conditions of Service and the guidance on contracting for Additional Programmed Activities.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Programmed Activities or other arrangements for flexible scheduling of commitments over an agreed period of time in line with service needs and locally agreed policies and procedures.

6.1 **Balance between Direct Clinical Care and other Programmed Activities**

Most Programmed Activities will be devoted to Direct Clinical Care. The precise balance will be agreed as part of Job Plan reviews as described in Schedule 4 of the TCS.

6.2 **External Duties**

Where you have External Duties included in your Job Plan you will provide 6 weeks' written notice of the dates upon which the External Duties will be carried out. Shorter notice periods may be agreed by local arrangement or by agreement between you and your clinical manager.

6.3 **Recognition of Emergency Work arising from On-Call Duties (delete if not applicable)**

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Programmed Activities in your Job Plan schedule. You may as part of the Job Planning process however, be required to participate in an on-call rota to respond to unpredictable emergencies.

The provisions of Schedule 6 of the TCS apply to unpredictable emergency work arising from on-call rota duties that takes place other than during a Programmed Activity scheduled in your Job Plan.

6.4 Private Practice

Subject to the provisions in Schedule 10 of the TCS, you may not carry out Private Professional Services during your Programmed Activities. Where you intend to undertake Private Professional Services, you must comply with the provisions of Schedule 7 of the TCS.

7. Out of Hours

The provisions in Schedule 8 of the TCS will apply to recognise the unsocial nature of work done Out of Hours and the flexibility required of doctors who work at these times in accordance with your agreed Job Plan.

On any occasion where a doctor is scheduled to work during the Out of Hours period, the employing organisation will use all reasonable efforts to provide the doctor with adequate rest both before and after this period of duty.

8. On-Call and Emergency Duties

8.1 On-Call Rotas

Where you are on an on-call rota, the provisions in Schedule 9 of the TCS will apply.

Your on-call duties will be set out in your Job Plan and the published rota or in accordance with any alternative arrangements that you agree with your colleagues and as approved by your clinical manager for providing on-call cover. Such arrangements must be in line with locally agreed policies and procedures.

8.2 On-Call Availability Supplements

Where you are on an on-call rota, you will receive an on-call availability supplement calculated in accordance with Schedule 14 of the TCS. The level of supplement will depend on the frequency of your participation on the rota. Payment will cease when you cease to be on an on call rota.

3. OTHER CONDITIONS OF EMPLOYMENT

9. Registration Requirements

It is a condition of your employment that you are, and remain, [a registered dental practitioner] [a fully registered medical practitioner] [*Note: employing organisations to delete as appropriate*] and continue to hold a licence to practise.

Occupational Health and Disclosure Scotland

The terms of this Contract of Employment are subject to satisfactory Occupational Health and Disclosure Scotland clearance. Should there be a change which may affect your fitness to practise throughout the course of your employment you must notify your Clinical Manager as soon as reasonably practicable. Failure to do so may be dealt with under the Disciplinary Procedure.

10. Fee Paying Services and Private Professional Services

10.1 Minimising Potential for Conflicts of Interest

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 10 of the TCS in order to help minimise the risk of any perceived conflicts of interest arising with your work for the NHS.

10.2 Fee Paying Services and NHS Programmed Activities

Examples of Fee Paying Services are set out in Schedule 11 of the TCS.

You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 12 of the TCS sets out the principles governing the receipt of additional fees.

11. Deductions from Pay

We will not make deductions from or variations to your salary without your express written consent, other than those required or entitled by law.

12. Appraisal and Clinical Governance

The arrangements for annual appraisal for your post are set out in PCS (DD) 2002/7. You must co-operate fully in the operation of the appraisal scheme. You must also comply with our clinical governance procedures.

13. Standards of Business Conduct

You are required to comply with the Standards of Business Conduct and our rules and procedures governing the acceptance of gifts and hospitalities.

14. Policies and Procedures

You are required to comply with our agreed Policies and Procedures which are

available from your employer.

15. Grievance Procedures

The procedure for settling differences between you and (insert name of employer) is set out in (insert policy name). Wherever possible, any differences should be identified and resolved without recourse to formal procedures.

Any grievance you may have should be raised in the first instance with your (insert as appropriate). If the grievance is not resolved to your satisfaction you may refer the matter to the next stage in accordance with the provisions of the policy.

16. Disciplinary Matters

Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. In investigating and taking action with respect to allegations concerning professional competence or conduct, the provisions of the following NHS circulars will apply:

NHS Circular 1990 (PCS) 8 as amended by 1990 (PCS) 32

NHS Circular PCS (DD) 1994/11

NHS Circular PCS (DD) 2001/9

In investigating and taking action with regard to allegations concerning personal conduct, the procedures agreed with the local negotiating committee (LNC) for medical and dental staff will apply, following the principles set out in Section 42 of the General Council Conditions of Service.

17. Intellectual Property

All intellectual property, copyright, works, designs, text, records, administrative and financial material and systems made, written or designed or originated by you during the course of your employment with the Board and in connection with your appointment with the Board shall vest in the Board, in line with the extant SGHD guidance and agreed local policies.

18. Other Conditions of Service

The provisions in Schedule 13 of the TCS will apply.

4. PAY

19. Salary

19.1 Basic Salary and Pay Increments

Your basic salary on commencement is [£]. **[Note: employing organisations to complete based on Schedule 14 of the Terms and Conditions]* This has been calculated in accordance with the provisions in Schedule 14 of the TCS. Your salary will be payable monthly by BACS transfer.

Your basic salary will increase when you receive pay increments in accordance with Schedule 15 of the TCS.

Your core contract salary is based on [insert number) PAs.

19.2 Criteria for Incremental Pay Progression

You will not receive pay progression automatically, but it is expected that you will progress incrementally according to the criteria set out in Schedule 15 of the TCS and in accordance with transitional arrangements. We will make all reasonable efforts to support you in meeting the criteria for pay progression.

5. PENSION

20. Pension

The provisions in Schedule 16 of the TCS shall apply.

The appointment is pensionable, unless you opt out of the NHS Superannuation Scheme (Scotland) or are ineligible to join, and your remuneration will be subject to deduction of pension contributions in accordance with the scheme. Details of the scheme are given in the scheme guide, which is [enclosed]/[available from].

You are contracted out of the State Second Pension Scheme.

6. LEAVE AND HOLIDAYS

21. Leave and Holidays

You will be entitled to [] annual leave with full pay each year. Full details of annual leave and public holidays, professional and study leave, sick leave, special leave, maternity leave and sabbaticals are as set out in Schedule 17 of the TCS.

Other leave entitlements are set out in the Terms and Conditions of Service.

7. OTHER ENTITLEMENTS

22. Expenses

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for travel, subsistence and other expenses. Expenses will be as set out in the model provisions in Schedule 20 of the TCS and must be in line with existing circulars, regulations and directions as amended.

23. Charges for Residence

Except where facilities are provided for you to be on-call a charge may be made for residing at your Place of Work in accordance with our local procedures.

8. DURATION OF EMPLOYMENT

24. This is a permanent post. *[Note: Employing organisations should amend this paragraph as appropriate for a Fixed Term Appointment].*

9. TERMINATION OF EMPLOYMENT

25. Provisions governing termination of employment are set out in Schedule 18 of the TCS.

The minimum period of notice for both the doctor and the employer in respect of the termination of a regular appointment will be 3 months subject to the provisions and variations set out in Schedule 18 of the Terms and Conditions of Service.

ENTIRE TERMS

26. Entire Terms

This contract and the TCS and any local agreements contain the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

I [*insert name*]* and [*insert employer*]*

have understood and agree to honour the terms and conditions set out in this contract of employment

[] *Doctor's signature*

[] *Representative of employing organisation's signature*

Date of this agreement []*

9.1

9.2 Notes:

You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in respect of service for which you receive a separate fee) you may not be covered by the indemnity. The (insert name of employer) therefore advise you to maintain membership of a medical defence organisation. Copies of NHS Circular 1989 PCS(32) and NHS MEL (2000) 18 on indemnity arrangements (are enclosed)/ (may be obtained on request).

Updates on salary values are published on www.show.scot.nhs.uk/sehd.pcs.asp

GUIDE

TO

CONTRACTING FOR ADDITIONAL PROGRAMMED ACTIVITIES

FOR

ASSOCIATE SPECIALIST (2008)

AND

SPECIALTY DOCTORS

December 2008

GUIDE TO CONTRACTING FOR ADDITIONAL PROGRAMMED ACTIVITIES FOR ASSOCIATE SPECIALIST (2008) AND SPECIALTY DOCTORS

1. Introduction

1.1 The purpose of this guide is to set out best practice regarding the contractual arrangements which should apply to Additional Programmed Activities (APAs).

1.2 The Terms and Conditions of Service – Specialty Doctor (Scotland) and Terms and Conditions of Service – Associate Specialist (Scotland) 2008 (the TCS) established a standard full-time working week comprised of ten Programmed Activities (PAs).

1.3 This Guide recognises that an important benefit of the 2008 contract is to provide an improved work/life balance for Associate Specialists and Specialty Doctors. The TCS provides flexibility for NHS organisations and doctors to agree to contract for APAs for a variety of purposes, although no doctor can be compelled to agree to a contract containing more than ten PAs. Similarly, employers should not advertise posts on the basis of more than ten PAs.

2. Additional Programmed Activities

2.1 Additional Programmed Activities will be programmed as blocks of four hours or in half units of two hours each.

2.2 APAs may be offered to doctors by their employer in addition to a doctor's core contracted number of PAs either to reflect spare professional capacity (in accordance with Schedule 7 of the TCS), or to reflect agreed, regular, additional duties or activities (whether scheduled or unscheduled) that cannot be contained within the doctor's standard contract.

2.3 A doctor whose job plan includes at least one APA will be deemed to have satisfied the requirement as set out in Schedule 7 of the TCS to offer up an APA for pay progression purposes.

2.4 There is flexibility to agree a fixed number of APAs to be undertaken as required over the course of the year. NHS organisations and doctors may find this provision particularly helpful, in that arrangements can be tailored to reflect varying service needs, professional needs and promote work-life balance. One approach, for example, is to assess on a departmental basis how many APAs are likely to be required during the course of a year to increase capacity temporarily, for example for waiting list work; to cover clinics and lists; or to cover a vacancy. The employer can then contract for an agreed number of APAs with those doctors willing to undertake them. Arrangements for payment in these circumstances will be in line with paragraph 4.2 below.

3. Contracting for APAs

3.1 The doctor's main contract of employment will contain only the standard number of PAs (ie ten for a full-time doctor or the agreed number for a part-time doctor). A separate written agreement will cover any APAs. This agreement will normally be for a period of no more than one year.

3.2 Either party may terminate the contract prior to its expiry, at any time by giving to the other at least three months notice in writing. If exceptionally, the contract is for a period of less than three months, the contract will specify the duration and notice period required.

3.3 When contracting for APAs, care should be taken to be explicit as to their purpose and duration, so as to avoid possible misunderstandings in the event that the requirement for APAs may cease. It is important to distinguish between standard contractual duties and additional contractual duties since the additional contractual duties are intended to be temporary in nature and may be contracted for flexibly. This is particularly important for part-time doctors.

3.4 Where regular APAs are contracted for over a short-term basis, then this may trigger an interim job plan review and the job plan may be adjusted as a result.

3.5 Pay protection arrangements do not apply to APAs, as they form no part of basic pay. So, for example, this means that if a doctor's total PAs are reduced from say eleven to ten in future, pay would decrease as a consequence. It is not protected.

4. Paying for APAs

4.1 APAs contracted for on a regular basis, eg weekly, and used for example, to recognise additional routine workload, will be payable for each week including leave taken in accordance with the terms and conditions of service.

4.2 APAs that are contracted on an ad-hoc basis, eg by the parties agreeing prospectively to a level of extra activity that can be undertaken flexibly during the year, can be paid by annualising and paying through equal salary payments or as agreed through job planning discussions. Whatever the arrangement, APA contracts should stipulate the agreed frequency of payment.

4.3 Additional programmed activities will be paid at the doctor's standard PA rate.

4.4 Up to ten PAs per week are pensionable, for both full-time and part-time doctors. Therefore, APAs undertaken by full-time doctors ie those in excess of ten PAs, are not pensionable, while for part-time doctors APAs are pensionable up to an overall annualised maximum of ten per week, including their standard contractual PAs.

5. Model Contract

NHS Boards are encouraged to use the attached model contract.

MODEL CONTRACT FOR ADDITIONAL PROGRAMMED ACTIVITIES

1. [NHS.....] has agreed with you [insert name of doctor] that you will undertake [insert number] additional programmed activity (ies) (APA) in respect of duties which are separate from and additional to your main contract of employment with [NHS....].
2. The duties associated with this contract are set out in your job plan, denoted as Additional Programmed Activities.
3. The date of commencement of this contract is [.....]
4. This contract will have a duration of [insert period] and may be renewed by agreement. However, either party may terminate the contract at any time by giving the other at least [insert period] notice in writing.
5. The terms and conditions of service for this contract are set out in the national terms and conditions of service (TCS) for the Specialty Doctor/Associate Specialist (2008) grade for NHS Scotland.
6. The APA(s) will have a timetabled value of four hours subject to the arrangements set out in Schedule 8 of the TCS where activities are undertaken in the out-of-hours period.
7. Additional programmed activities will be paid at your standard PA rate.

Signed

NHS Board

Date

Doctor

Date