



SCOTTISH EXECUTIVE

Health Directorates
Health Workforce

Dear Colleague

PAY AND CONDITIONS FOR HOSPITAL MEDICAL AND DENTAL STAFF AND DOCTORS AND DENTISTS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

CHANGES TO MATERNITY LEAVE AND PAY ARRANGEMENTS, PARENTAL AND CARERS LEAVE PROVISIONS AND FLEXIBLE WORKING ARRANGEMENTS

Summary

1. This pay circular notifies employers of changes in respect of maternity leave and pay arrangements, parental and carers leave provisions and flexible working arrangements from 1 April 2007 to the Hospital Medical and Dental Staff and Doctors and Dentists in Public Health Medicine and the Community Health Service Terms and Conditions of Service (TCS).

Agreement

2. The NHS Staff Council has approved changes to the maternity, maternity support, adoption leave and pay arrangements, parental and carers leave and flexible working arrangements to take account of the improvements to the statutory regulations introduced by the Work and Families Act from April 2007.

3. Agreement has been reached to revise the maternity leave and pay arrangements laid down in Temporary Appendix VI of the Hospital Medical and Dental Staff and Doctors and Dentists in Public Health Medicine and the Community Health Service (Scotland) TCS.

4. Agreement has also been reached to incorporate provisions relating to adoption leave and pay arrangements, parental and carers leave and flexible working arrangements into the TCS on a temporary basis.

17 August 2007

Addresses

For action

Chairs, NHS Boards and Special Health Boards and NHS National Services Scotland
Chief Executives, NHS Boards and Special Health Boards and NHS National Services Scotland
Directors of Finance, NHS Boards and Special Health Boards and NHS National Services Scotland
Directors of Human Resources, NHS Boards and Special Health Boards and NHS National Services Scotland

For information

Members: Scottish Partnership Forum Members, Scottish Terms and Conditions Committee Members, Scottish Workforce and Governance Group

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INVESTOR IN PEOPLE



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5. The Joint Negotiating Committee (Seniors) Joint Negotiating Committee (Juniors) and the Staff and Associate Specialist Negotiating Committee have approved amendments, detailed in Annex A to this Circular, to the relevant TCS.

Amendments to TCS

6. The text of the TCS for both groups has been amended to reflect these changes and a copy of the relevant Temporary Appendices is attached at Annex B. A copy of the revised TCS document is attached at Annex C.

Action

7. NHS Boards, Special Health Boards and NHS National Services Scotland are required to make the necessary arrangements to implement, and where necessary, retrospectively apply the new arrangements as notified in the Annexes to this Circular in full with effect from 1 April 2007 as appropriate.

8. The revised arrangements apply:

- in respect of maternity to all employees whose expected week of childbirth begins on or after 1 April 2007;
- in respect of adoption where an adoption agency notifies the adopter of a match with a child on or after 1 April 2007.

9. A High Court judgement in 2006 highlighted the need for NHS employers to take all reasonable steps to ensure that the effects of nationally negotiated collective agreements are incorporated into individual contracts of employment.

10. It is good practice that employers should:

- write to individual medical and dental practitioners in order to notify them of the revisions to their TCS; and
- place a copy of the notification on each individual's HR record.

Enquiries

11. Employees should direct their personal enquiries to their employing NHS Board or Special Health Board.

12. NHS Employers are asked to make their own arrangements for obtaining any additional copies of this Circular. This Circular can be viewed on <http://www.show.scot.nhs.uk/sehd/pcs.asp>.

Yours sincerely



ALEX KILLICK

Deputy Director for Health Workforce
Employment and Retention



DIRECTION

The Cabinet Secretary for Health and Wellbeing, in exercise of the powers conferred on her by Section 105(7) of, and paragraph 5 of Schedule 1 and paragraph 7 of Schedule 5 to, the National Health Service (Scotland) Act 1978, hereby give to NHS Boards and Special Health Boards and NHS National Services the following Direction:

Hospital medical and dental staff and doctors and dentists in public health medicine and the community health service shall be paid the appropriate rates relating thereto which were approved by the Cabinet Secretary for Health and Wellbeing on 17 August 2007 in NHS Circular PCS(DD)2007/10 with effect from 1 April 2007.

Elinor Mitchell

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17 August 2007



**NATIONAL HEALTH SERVICE
APPROVAL OF REMUNERATION AND CONDITIONS OF SERVICE**

The Cabinet Secretary for Health and Wellbeing, in exercise of the powers conferred on them by regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 hereby approve the agreement of the Joint Negotiating Committees to the amendments to the Handbook of the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors and Dentists in Public Health Medicine and the Community Health Service as set out in the Annexes to NHS Circular PCS(DD)2007/10 dated 17 August 2007.

This approval has effect from 1 April 2007.

Elinor Mitchell

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17 August 2007

ANNEX A

AMENDMENTS TO TERMS AND CONDITIONS OF SERVICE

DOCTORS EMPLOYED UNDER NATIONAL HEALTH SERVICE HOSPITAL MEDICAL AND DENTAL STAFF AND DOCTORS AND DENTISTS IN PUBLIC HEALTH AND THE COMMUNITY HEALTH SERVICE (SCOTLAND) TERMS AND CONDITIONS OF SERVICE

Temporary Appendix VI – Maternity Leave and Pay

1. Agreement has been reached to revise the maternity leave and pay arrangements and these can be found in Appendix VI of the TCS.

Temporary Appendix VII - Employment Break Scheme

2. This section has not been amended and is included for ease of reference.

Temporary Appendix VIII – Redundancy Pay

3. This section is incorporated following the issue of NHS Circular PCS(DD)2007/1 on 12 March 2007. It should be noted that there is a small change in paragraph 3 of this Appendix to include NHS National Services Scotland in the term “NHS employer”.

Temporary Appendices IX, X and XI – Caring for Children and Adults, Flexible Working Arrangements and Balancing Work and Personal Life

4. Agreement has been reached to incorporate new Appendices setting out more favourable arrangements for Caring for Children and Adults – Appendix IX, Flexible Working Arrangements – Appendix X and Balancing Work and Personal Life – Appendix XI in the TCS. These arrangements mirror those for non-medical NHS staff. The arrangements were formerly based on parts of General Council Conditions of Service Section 7 agreements which have been superseded. These have been inserted on a temporary basis, pending further discussion.

General Council Conditions of Service Provisions

5. A number of changes have been made to the TCS to update references to the General Whitley Council Conditions of Service. All other relevant provisions in the General Council Conditions of Service as listed in Appendix III of the TCS shall apply.

ANNEX B

MATERNITY LEAVE AND PAY

Introduction

1. All employees will have the right to take 52 weeks of maternity leave
2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.
3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.
4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.
5. Paragraph 65 explains how to get further information about employees' statutory entitlements.
6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Eligibility

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:
 - (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;
 - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
 - (a) of her intention to take maternity leave;
 - (b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 8 below);
 - (c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;
 - (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Changing the Maternity Leave Start Date

8. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming Maternity Leave and Pay

9. Following discussion with the employee, the employer should confirm in writing:

- (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
- (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and
- (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);
- (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

Keeping in Touch

10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:

- (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;
- (ii) keeping the employer in touch with any developments that may affect her intended date of return.

Work During the Maternity Leave Period

Keeping in Touch Days

11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.

12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.

13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.

14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.

15. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby

16. The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.

17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.

18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.

19. Working for part of any day will count as one KIT day

20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34

Paid Maternity Leave

Amount of Pay

21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:

- (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable;
- (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable, providing the total receivable does not exceed full pay.
- (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme

22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

Calculation of Maternity Pay

23. Full pay will 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 a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- (ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- (iii) in the case of an employee 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 notional full sick pay.

Unpaid Contractual Leave

24. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances for example, where employees have sick pre-term babies or multiple births.

Commencement and Duration of Leave

25. An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.

Sickness Prior to Childbirth

26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, 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 employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.

27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

Pre-term Birth

28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.

29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.

30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.

31. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may spilt her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.

Still Birth

32. Where an employee's baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.

Miscarriage

33. Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.

Health and Safety of Employees Pre and Post Birth

34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.

35. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

Return to Work

36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.

37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

Returning on Flexible Working Arrangements

38. If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.

39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.

Sickness Following the End of Maternity Leave

40. In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.

Failure to Return to Work

41. If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions

Fixed – Term Contracts or Training Contracts

42. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii) (a), 7 (ii) (b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.

43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.

44. 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 41 above will not apply.

45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.

Rotational Training Contracts

46. Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.

Contractual rights

47. During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.

Increments

48. Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.

Accrual of Annual Leave

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

50. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave

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

Pensions

51. Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.

Antenatal Care

52. Pregnant employees have the right to paid time off for antenatal care. Antenatal care includes relaxation and parent-craft classes as well as appointments for antenatal care.

Post-natal Care and Breastfeeding Mothers

53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.

54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:

- a clean, healthy and safe environment for women who are breastfeeding,
- suitable access to a private room to express and store milk in an appropriate refrigerator.

Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work

Employees Not Returning to NHS Employment

55. An employee who satisfies the conditions in paragraph 7, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.

Employees With Less Than Twelve Months Continuous Service

56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.

57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.

58. All employees will have a right to take 52 weeks of maternity leave whether they return to NHS Employment or not.

59. Paragraph 65 contains further information on statutory maternity entitlements.

Continuous Service

60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 7 (i) the following provisions shall apply:

- (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;

- (ii) a break in service of three months or less will be disregarded (though not count as service).
61. The following breaks in service will also be disregarded (though not count as service);
- (i) employment under the terms of an honorary contract;
 - (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;
 - (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
 - (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;
 - (v) absence on a employment break scheme in accordance with the provisions of Schedule 25;
 - (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.
62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.
63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.
64. Employers have the discretion to count other previous NHS service or service with other employers.

Information about Statutory Maternity/Adoption and Paternity Maternity Leave and Pay

65. There are occasions when employees are entitled to other statutory benefits/allowances and information about all statutory maternity/adoption and paternity rights can be found using the following links:

<http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-pay/guidance/page21116.html>

http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp

http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html

Information about Health and Safety for new and expectant mothers at work can be found using the following link:-

www.hse.gov.uk

EMPLOYMENT BREAK SCHEME

General

1. NHS employers should provide all staff with access to an employment break scheme.
2. The scheme should be agreed between employers and local staff representatives.
3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.
4. The scheme should also enable employers to attract and retain the experience of staff consistent with the NHS commitment to the provision of high quality healthcare.
5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

Scope

6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.
7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

Eligibility

8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.
9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

Length of Break

10. The maximum length of break should be five years.
11. Breaks should be able to be taken either as a single period or as more than one period.
12. The minimum length of break should be three months.
13. The length of any break should balance the needs of the applicant with the needs of the service.
14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.
15. All breaks should be subject to an agreement between the employer and applicant before the break begins- The agreement should cover:
 - the effect of the break on various entitlements related to length of service;
 - a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
 - if the break is longer than one year, the applicant may return to as similar a job as possible;

- return to work at the equivalent salary level, reflecting increases awarded during the break;
- the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
- arrangements for keeping in touch during the break;
- requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
- training arrangements for re-induction to work;
- any other conditions required either by the employer or the applicant.

Return to Work

16. Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.
17. The period of the break should count toward continuous employment for statutory purposes.
18. Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.

Appeals

19. Applicants should be entitled to a written reason for the refusal of any application.
20. Applicants may resort to the grievance procedure if a request for a break is refused.

Monitoring and Review

21. All records of applications and decisions should be kept for a minimum of twelve months.
22. The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

REDUNDANCY PAY

1. This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service for those who are members of the NHS pension scheme and have at least two years continuous full time or part time service and two years qualifying membership in the NHS pension scheme. Pension changes take effect from 1 December 2006. It further sets out transitional arrangements from 1 December 2006 to 30 September 2011 for staff aged over 50 at the time of redundancy who are members of the NHS Pension scheme with at least five year's pensionable service.

Definition of Redundancy

2. The Employment Rights Act 1996 Section 139 states that redundancy arises when employees are dismissed in the following circumstances:

- "where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
- where the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish".

Qualification for a Redundancy Payment

3. To qualify for a redundancy payment, the member of staff must be an employee, working under a contract of employment for an NHS employer. 'NHS employer' means NHS Boards, Special Health Boards and NHS National Services Scotland and any predecessor or successor body. Non executive directors of NHS organisations do not qualify. Contracts of employment may be written or verbal, and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required they accept the terms and conditions offered by the employer. To qualify for a redundancy payment the employee must also have at least 104 weeks of continuous full time or part time service.

Definition of Continuous Service

4. "Continuous service" means full-time or part-time employment with the present or any previous NHS Employer. If with more than one NHS employer, there must not have been a break of more than a week (measured Sunday to Saturday) between employments.

Definition of Reckonable Service

5. "Reckonable service" for the purposes of an NHS redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous NHS employer but with the following additions:

- where there has been a break in service of 12 months or less the period of employment prior to the break will count as reckonable service;
- periods of employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme will count as reckonable service;

- at employer discretion, any period or periods of employment with employers outside the NHS where these are judged to be relevant to NHS employment can be included in reckonable service.
6. The following employment will not count as reckonable service:
- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer;
 - where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

Definition of a Months Pay

7. "Months pay" means whichever is the more beneficial of the following calculations:
- 4.35 times a week's pay calculated in accordance with the provisions of Section 221 to 229 of the Employment Rights Act 1996;
 - an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

Calculation of Redundancy Payment

8. The redundancy payment will take the form of a lump sum, dependent on the employee's reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service subject to a minimum of two years (104 weeks) continuous service and a maximum of 24 year's reckonable service being counted.

9. Fractions of a year of reckonable service will not be taken into account.

Early Retirement on Grounds of Redundancy for Employees entitled to pension benefits

Qualification Criteria

10. Members of the NHS Pension Scheme who are made redundant and meet the conditions set out above in paragraphs 3 to 6, may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum benefit set out in paragraph 8. To qualify for early retirement the member of staff must:

- Be a member of the NHS Pension Scheme;
- Have at least two years' continuous service and two years' qualifying membership;
- Have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.*

Definition of Qualifying Membership

11. 'Qualifying membership' is membership that counts towards entitlement for benefits. Pensionable membership is membership that counts when benefits are calculated. This may be different from reckonable service for the purposes of a redundancy payment as it can include pensionable service from previous periods of employment with the NHS or another employer and periods of part time working.

* Subject to consultation, for those who are in the new pension scheme (with a normal pension age of 65), minimum pension age will be 55 from when the scheme is set up

Use of Redundancy Payment to pay for Early Retirement

12. If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.¹

13. This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under paragraph 8 then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.

Treatment of Concurrent Pensionable Employment

14. Where there is concurrent pensionable employment, members may choose between:

- Ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme) and:
- Taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55.
- Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60. 2,3

15. The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

Exclusion from eligibility

16. Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:

- they are dismissed for reasons of misconduct, with or without notice; or

¹ It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age retirement.

² Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the NHS employer authorising retirement.

³ Practitioners are general medical and general dental practitioners

- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- leave their employment before expiry of notice, except if they are being released early (see paragraphs 20 to 21 below); or
- are offered a renewal of contract (with the substitution of the new employer for the previous NHS one);
- where their employment is transferred to another public service employer who is not an NHS employer.

Suitable alternative employment

17. Employers have a responsibility before making a member of staff redundant or agreeing early retirement on grounds of redundancy to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another NHS employer. Employers should avoid the loss of staff through redundancy wherever possible to retain valuable skills and experience where appropriate within the local health economy.

18. 'Suitable alternative employment', for the purposes of paragraph 17, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable for alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.

19. For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Section 138 (3) of the Employment Rights Act 1996 will apply.

Early release of redundant employees

20. Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.

21. If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

Claim for redundancy payment

22. Claims for redundancy payment or retirement on grounds of redundancy must be submitted within six months of date of termination of employment. Before payment is made the employee will certify that:

- they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date;
- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

Retrospective Pay Awards

23. If a retrospective pay award is notified after the date of termination of employment then the redundancy payment and/or pension will be recalculated, and any arrears due paid,

Disputes

24. An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment should make representations to the employer via local grievance procedures. See also paragraph 22 about making a claim for a redundancy payment.

Early Retirement in the Interests of the Efficiency of the Service

25. Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.

26. These arrangements are aimed at employees who have given valuable NHS service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement.

27. The relevant NHS pension scheme certifies the grounds on which early retirement is taking place. The scheme does so on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.

Employer Responsibilities

28. Employer contributions to the NHS pension scheme do not cover the costs of early retirement benefits. There is a requirement for NHS employers to pay these costs if they retire staff early on grounds of redundancy or in the interests of the service.

Transitional Arrangements: 1 October 2006 to 30 September 2011

29. There will be transitional arrangements in place from 1 December 2006 to 30 September 2011. These transitional arrangements apply to staff:

- whose continuous NHS service and/or pension scheme membership began before 1 October 2006
- who are aged over 50 on 30 September 2006 or who reach 50 during the transition period: 1 October until 30 September 2011; (after 6 April 2010 subject to the rules on minimum pension age set out in paragraph 10)
- who are members of the NHS Pension scheme and have at least five years qualifying membership in the scheme at the date of redundancy.

30. Employees who are made redundant and qualify for transitional protection can choose between a redundancy payment under the new arrangements and payment under transitional protection. The transitional arrangements for early retirement (but not the redundancy payment) will also apply to staff given early retirement in the interests of the service and who meet the qualifying conditions in paragraph 29.

31. Transitional Protection has two phases. The first phase applies from 1 December 2006 to 30 June 2007. During this phase, the maximum pension that an employee can receive on taking redundancy retirement is that to which they would have been entitled had they been made redundant under the old agreement on 30 September 2006.

32. The second phase is from 1 July 2007 to 30 September 2011. During this phase, as well as freezing the maximum enhanced pension at that which would have been available on 30 September 2006, there will be a further reduction so that all enhancements are removed by 30 September 2011.

33. The date used to calculate the level of both final pensionable pay and of salary for redundancy payment under the transition will be set by reference to the actual date of redundancy.

Calculation of Baseline Entitlement During Transition

34. For employees taking advantage of the transitional arrangements, and subject to a maximum of 20 years' reckonable service being counted, the lump sum redundancy payment will be calculated based on the arrangements in place before 1 October 2006 as follows. Based on service at 30 September 2006:

- 1 1/2 week's pay for each complete year of reckonable service at age 41 or over
- one week's pay for each complete year of reckonable service at age 22 or over but under 41
- 1/2 week's pay for each complete year of reckonable service at age 18 or over but under 22
- overall maximum 30 week's pay.

35. Fractions of a year of reckonable service will not be taken into account except that they may be aggregated under paragraph 34 above to make complete years. The lowest weeks' pay multiplier relevant to the employee's calculation will apply to the complete year aggregated.

Reduction to Baseline Entitlement

36. Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than 10 years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 6 2/3 years they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 6 2/3 years with pro-rata reduction for part years.

37. The redundancy payment made under these transitional arrangements will be based on the number of week's service applicable for a redundancy on 30 September 2006 along with the reduction for enhancement greater than 6 2/3 years that would have been made had the redundancy taken place on that date. If there has been a break in continuous service between 1 October 2006 and the date of redundancy, then the payment would be based on the number of years continuous service at the date of redundancy.

38. As a baseline calculation for transitional protection all employees eligible for premature payment of pension and compensation benefits under the terms of this agreement on transition shall have their reckonable years in the NHS scheme at 30 September 2006 doubled subject to a maximum enhancement of ten added years. Total reckonable years (including enhancements) will in all cases be limited to the lesser of:

- the total reckonable service that would have been attained by continuing in service to retirement age of 65; or
- 40 years; provided that:

- the enhancement of reckonable service for employees with relevant optant service shall be based on the aggregate of their reckonable NHS service and their relevant optant service.

Transition Phase One: 1 October 2006 to 30 June 2007

39. For redundancies from 1 October 2006 until 1 December 2006, when the regulations to give effect to the transition are introduced, employees will receive enhanced pension based on the pre 1 October arrangements including the calculation of redundancy payment.

40. From 1 December 2006 to 30 June 2007, the enhancement that the employee will be eligible to receive will be the enhancement on which the pension would have been based had they been made redundant on 30 September 2006, less the number of days since 30 September 2006. For those who have any part time membership, the reduction in enhancement will be scaled down according to the scaling factor applicable at 30 September 2006.

Transition Phase Two: 1 July 2007 to 30 September 2011.

41. During this phase, maximum enhancement available to the employee made redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. For those whose enhancement on 30 September 2006 would have been greater than five years, the additional amount of service enhancement over five years should be reduced by 1/60th for each whole month that has elapsed between 30 September 2006 and the date of redundancy. The effect of the two transition elements together is that after each year of transition, the maximum enhancement would be reduced by two years until no enhancement is available from 1 October 2011.

42. Paragraphs 29 to 42 will be removed from this agreement on 1 October 2011.

CARING FOR CHILDREN AND ADULTS

General

1. All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations Act for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Temporary Appendices VII, X and XI.
2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the NHS to improve the quality of working life.
3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy.

Child and Dependant Care

4. Childcare covers a range of care choices for children from birth up to age 14 years.
5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment
6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:
 - the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
 - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;
 - equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;
 - guidelines on eligibility;
 - how the policy relates to other Appendices, in particular those covering leave and flexible working arrangements;
 - the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;
 - partnership options with other employers and trade unions;
 - allocation of senior management responsibility for the operation and monitoring of the policy
7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.
8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.

10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

FLEXIBLE WORKING ARRANGEMENTS

General

1. NHS employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.
2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination Act, and staff returning from maternity leave (see Appendix VI).
3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.
4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.
5. Policies for flexible working should be made clear to all employees.
6. Employers should develop policies on flexible working which, as far as is practicable, should include:
 - part-time working, where a person works to a pattern and number of hours by mutual agreement;
 - job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;
 - flexi-time, where employees can choose their own start and finish time around fixed core hours;
 - annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year;
 - flexible rostering, using periods of work of differing lengths within an agreed overall period;
 - term-time working, where people work during the school term but not during school holidays;
 - school-time contracts;
 - teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
 - voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;
 - fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering.
 - Flexible retirement
7. Flexible working arrangements should be available to all employees.
8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.
9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.

10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.

Monitoring and Review

11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

BALANCING WORK AND PERSONAL LIFE

GENERAL

1. NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.
2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Appendices.
3. Arrangements should be agreed between employers and local staff representatives.
4. A dependant is someone who is married to, or is a partner or civil partner, "a near relative" or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

FORMS OF LEAVE

Parental Leave

5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).
7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.
12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally



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more favourable arrangements where they consider it necessary, or further periods of unpaid leave.

13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.

14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.

15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.

16. Reasonable paid time off to attend ante-natal classes will also be given.

17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

Adoption Leave and Pay

18. All employees are entitled to take 52 weeks adoption leave.

19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.

20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.

21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.

22. Eligibility for occupational adoption pay will be twelve months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.

23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.

24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.

25. Reasonable time off to attend official meetings in the adoption process should also be given.

26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

Keeping in Touch

Work during the Adoption Leave Period

Keeping in Touch Days

27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Appendix VI.



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Leave/Time Off for Domestic Reasons

28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.
29. These provisions should cover all employees.
30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
31. If the need for time off continues, other options may be considered, such as a career break.
32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

Monitoring and Review

34. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives
35. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness
37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year

NATIONAL HEALTH SERVICE

HOSPITAL MEDICAL AND DENTAL STAFF AND DOCTORS AND DENTISTS IN
PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

(SCOTLAND)

TERMS AND CONDITIONS OF SERVICE

JULY 2007

Scottish Executive Health Directorates

CONTENTS

Subject	Paragraphs
Introduction	i-ix
Rates of Pay.....	1 - 2
Appointment to, and Tenure of, Posts	3 - 12
Basis of Contract	13 - 26
Contractual Duties of Practitioners	30 - 38
Payment of Fees: Doctors in Public Health Medicine and the Community Health Service.....	39
Private Practice.....	40 - 43
Clinical and Senior Clinical Medical Officers: Additional Work.....	44
Medical Superintendents and Deputy Medical Superintendents.....	49
Chief Officers of Health Authorities.....	50 - 51
Part-time Hospital Doctors Providing Limited Specialist Services.....	55 - 56
Part-time Appointments.....	61 - 69
Job-Sharing.....	70
Multiple Appointments.....	71 - 76
Teaching and Research.....	78 - 86
General Practitioner Hospital Units.....	87 - 93
Appointments Held Only By Part-Time Practitioners.....	94 - 105
Arrangements for Cover During Absences and Locum Tenens.....	106 - 110
Locum Practitioners Basis of Contract.....	111
Acting Up Allowances.....	112
Remuneration of Locum Practitioners.....	113 - 116
Application of the Terms and conditions of Service to Locum Practitioners.....	117
Registration of Locum Practitioners.....	118
Starting Salaries and Incremental Dates.....	121
Counting of Previous Service.....	122 - 125
Increments on First Appointment to a Grade.....	126 - 131
Protection.....	132
Promotion Increase.....	133
Hard to Fill Consultant Posts.....	134
Interpretation of Paragraphs 121 to 134.....	135 - 136
Domiciliary Consultations.....	140 - 149
Exceptional Consultations.....	155 - 157

Lecture Fees.....	165 - 166
Charges for Residence.....	173 - 182
Medical Examination on Appointment.....	186 - 188
Disciplinary Procedures.....	189
Termination of Employment.....	190 - 198
Retiring Age.....	201 - 204
Annual Leave.....	205 - 217
Sick Leave.....	225 - 244
Study Leave.....	250 - 254
Special Leave.....	260 - 262
Expenses - General Provisions.....	275 - 276
Travelling Expenses and Mileage Allowances.....	277 - 303
Crown Cars.....	304 - 308
Other Expenses.....	311 - 313
Removal Expenses.....	314 - 315
Miscellaneous.....	330 - 342
Application.....	343 - 344

APPENDIX I	- Rates of Pay, Other Fees, Charges and Allowances
APPENDIX II	- Application of General Whitley Council Agreements
APPENDIX III	- Application of General Whitley Council Agreements by Subject Matter
APPENDIX IV	- Other Fees and Allowances not Forming Part of Terms and Conditions
APPENDIX V	- Index to Examples of Category 1 and 2 Items of Service
APPENDIX VI (Temporary)	- Maternity Leave and Pay
APPENDIX VII (Temporary)	- Employment Break Scheme
APPENDIX VIII (Temporary)	- Redundancy Pay
APPENDIX IX (Temporary)	- Caring for Children and Adults
APPENDIX X (Temporary)	- Flexible Working Arrangements
APPENDIX XI (Temporary)	- Balancing Work and Personal Life
INDEX	- Index to Terms and Conditions by Subject Matter

July 2007

INTRODUCTION

i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors and dentists in Public Health Medicine and the Community Health Service in Scotland. It supersedes the handbooks issued in 1987, 1994 and incorporates all amendments agreed between Scottish Ministers and the medical and dental professions as at 30 July 2007.

ii. The remuneration and conditions of service set out in this handbook have been approved by Scottish Ministers under Regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 (SI 1991 No 537) and under Section 105(7) of and paragraph 5 of Schedule 1 and paragraph 7 of Schedule 5 to the National Health Service (Scotland) Act 1978.

iii. The Terms and Conditions of Service set out in this handbook shall incorporate, and be read subject to, any amendments which are from time to time the subject of negotiation by the appropriate negotiating bodies and are approved by Scottish Ministers after considering the results of such negotiations.

iv. The approved provisions of this handbook are the Terms and Conditions of Service determined from time to time for the purposes of the contracts of hospital medical and dental staff and doctors and dentists in public health medicine and the community health service and have been so determined by Scottish Ministers for the purpose of those contracts requiring the Scottish Ministers' determination. The fees and allowances set out in Appendix IV do not form part of these Terms and Conditions of Service, and are included solely for the convenience of users.

v. Where reference is made in these Terms and Conditions of Service to the Department, this shall be taken to mean the Scottish Executive Health Department.

vi. Where reference is made to employing authorities in these Terms and Conditions of Service this should be taken as including the Special NHS Boards and the Common Services Agency.

vii. The term 'clinical' should be taken to include hospital medical and dental work and work in public health medicine, dental public health and the community health service.

viii. This handbook should be read in conjunction with the General Whitley Council Conditions of Service; those sections of the General Council Conditions of Service which apply to medical and dental staff are listed in Appendices II and III to this handbook.

ix. The following abbreviations for grades have been used:

SHMO/SHDO:	Senior hospital medical/dental officer
AS:	Associate specialist
SG:	Staff grade
SCMO:	Senior clinical medical officer
CMO:	Clinical Medical Officer
SpR:	Specialist registrar
StR	Specialty registrar
StR(FT)	Specialty Registrar (Fixed Term)
SHO	Senior House Officer
FHO2	Foundation House Officer (Post-Registration)
FHO1	Foundation House Officer (Pre-Registration)
LAT	Locum Appointment for Training
LAS	Locum Appointment for Service (NHS Appointments)
HO:	House officer

PRHO

Pre Registration House Officer

- x. All provisions apply to both medical and dental staff, except where the text specifically indicates the contrary.
- xi. The term "regular appointment" excludes locum appointments.
- xii. The term "training grades" is used as an inclusive term for doctors in the grades of SpR, StR, StR(FT), SHO, PRHO, HO, FHO1 and FHO2 including locums for training.

RATES OF PAY

1. a. Practitioners shall be paid at the rates set out in Appendix I.
 - b. Consultants who have reached the maximum of the salary scale shall be paid Discretionary Points where the employing authority has agreed at the rates given in Appendix I.
 - c. Distinction awards shall be payable where these have been recommended for an individual consultant by the Scottish Advisory Committee on Distinction Awards, at the rates given in Appendix I. The detailed provisions governing the criteria for granting awards, the process for deciding them, and the review of awards, together with other information about the distinction awards scheme and how it operates, are set out in the *Guide to the NHS Consultants' Distinction Awards Scheme* published annually by the Scottish Advisory Committee on Distinction Awards.
 - d. Associate specialists who have reached the maximum of the salary scale shall be paid Discretionary Points where the employing authority has agreed at the rates given in Appendix I.
 - e. Staff Grade practitioners who have reached the maximum point possible on the automatic incremental salary scale shall be paid optional points where the employing authority has agreed, at the rates given in Appendix I.
2. The fees and allowances payable to doctors for sessional work in the community health services, medical services to local authorities (under the collaborative arrangements), medical examinations of prospective NHS employees and notification of infectious diseases and food poisoning are covered by NHS Circular (PCS(DD)2004/3 and subsequent updates.

APPOINTMENT TO, AND TENURE OF, POSTS

Consultant

3. Consultants holding medical posts must be fully registered medical practitioners; consultants holding dental posts must be registered dental practitioners or fully registered medical practitioners.

Closed Grades

4. a. Entry to the career grades of Senior Hospital Medical and Dental Officer is closed.
 - b. Entry to the career grades of Clinical and Senior Clinical Medical Officer is closed. The terms of service of these practitioners are, unless otherwise specified, those of Associate Specialists (or, in the case of practitioners who do not fulfil the conditions of paragraphs 5.a - d below, those of Staff Grade practitioners).
 - c. Entry to the grades of PRHO and HO are closed for medical practitioners. Entry to the grade of SpR is closed from 31 December 2006.
 - d. From 31 July 2007 entry to the grade of SHO is closed.

Associate Specialist

5. a. A medical practitioner appointed to the AS grade should have served for a minimum of four years in the staff grade or a training grade higher than SHO, and/or in the clinical and/or senior clinical medical officer grades, at least two of which have been in the appropriate specialty. Equivalent service is also acceptable, with the agreement of the Scottish Advisory Committee on the Medical Workforce or the Advisory Committee on Dental Establishments as appropriate; a representative of the Postgraduate Dean may also advise on the acceptability of equivalent service after discussion with the relevant College or Faculty Adviser; and

b. the practitioner should have completed 10 years medical work (either a continuous period or in aggregate) since obtaining a primary medical qualification which is (or would at the time have been) acceptable by the General Medical Council for full, limited or temporary (but not provisional) registration. Placement on the overseas list will not by itself count towards the qualifying period.

c. A dental practitioner appointed to the AS grade should have served for a minimum of four years in the registrar or staff grade, at least two of which have been in the appropriate specialty. Equivalent service is also acceptable, with the agreement of the relevant College or Faculty Regional Adviser and the Regional Postgraduate Dental Dean; and

d. the practitioner should have completed 10 years dental work since obtaining a primary dental qualification which is acceptable for registration by the General Dental Council.

e. Appointments shall be for one year in the first instance, except for experienced SCMOs.

Hospital Practitioner Grade

6. a. Appointments to the grade of Hospital Practitioner shall be in accordance with NHS Circular 1979(PCS)20 as amended by PCS(DD)1994/3. A practitioner appointed to the grade shall be a principal providing general medical or dental services under Part II of the National Health Service (Scotland) Act 1978. A medical practitioner appointed to the grade shall have been fully registered for at least four years; a dental practitioner shall have been registered for at least five years.

b. Appointments shall be for one year in the first instance, except where a practitioner had previously occupied a post as part-time medical or dental officer or as an AS in the same unit.

c. A medical practitioner shall have full registration and a dental practitioner shall be registered.

d. Posts shall be limited to a maximum of five notional half-days each week.

Staff Grade

7. a. Subject to such manpower controls as may be exercised from time to time by the Department:

i. employing authorities may offer whole or part-time appointments in the Staff Grade; and

ii. exceptionally, and subject to the approval of the Department, an employing authority may offer an appointment for a limited term. Appointments shall otherwise be held for one year in the first instance, save where a practitioner has previously held a regular appointment, other than in the HO grade, in the same unit and specialty.

b. A medical practitioner appointed to the grade:

i. shall have full registration; and

ii. shall have completed at least three years' aggregate full-time hospital service in SHO, FHO2 or higher grades since first obtaining full or limited registration, including adequate experience in the relevant specialty; or

iii. shall have had equivalent experience.

c. A dental practitioner appointed to the grade:

i. shall be registered; and

ii. shall have completed at least four years' full-time hospital service since first obtaining registration, including adequate experience in the SHO, FHO2 or a higher grade in the relevant specialty;

iii. shall have had equivalent experience.

Tenure of Post

8. a. Appointments in the grade of consultant, SHMO, SHDO, and appointments in the grade of AS and hospital practitioner, if confirmed after the first year where this is appropriate, may be held until retirement age under paragraph 200 unless terminated under the provisions of paragraph 190 to 192 or 195 to 198; provided that an appointment as hospital practitioner shall cease if the practitioner ceases to be a principal in general medical or dental practice.

b. Subject to confirmation after the first year where appropriate, an appointment to the Staff Grade may be held until retirement age under paragraph 200, unless offered for a limited term, or terminated in accordance with paragraphs 191, 192 and 195 to 198.

9. Not Allocated.

Specialist Registrar or Specialty Registrar

10. On appointment to the grade through the requisite appointments procedure run by the Postgraduate Dean a specialist or specialty registrar appointed to a full programme will be allocated a National Training Number guaranteeing a continued place in a training programme. Training placements will be arranged by the Postgraduate Dean in consultation with employers culminating in the award of a Certificate of Completion of Specialist Training (CCST) or Certificate of Completion of Training (CCT) or permanent

removal from a place in a training programme. The final placement will end 6 months after the completion of training, or 6 months after notification of completion of training, whichever is the later. In certain circumstances the postgraduate dean will recommend a new fixed term contract. A practitioner appointed to a post of Specialty Registrar (Fixed Term) shall be appointed for a fixed period of one year (or the equivalent for a practitioner appointed on a less than full time basis) and will not be allocated a National Training Number.

10.a Not allocated.

Senior House Officer

11. On appointment as SHO a medical practitioner shall have at least twelve months' postgraduate experience in approved posts; and shall have full registration or, if provisionally registered, shall obtain full registration within fourteen days of taking up the appointment; or shall have limited registration. A dental practitioner shall normally have been registered for at least one year. Posts shall normally be held for one year.

House Officer/Foundation House Officer

12. A medical practitioner may have full, limited or provisional registration; a dental practitioner must be registered. Posts shall normally be held for 12 or 24 months, but may include rotations (including rotations between different employing authorities) for shorter periods within that period.

BASIS OF CONTRACT

CONSULTANT, SHMO/SHDO AND AS

13.a. When a whole-time consultant or AS appointment is made in the National Health Service it may be held on either a whole-time or maximum part-time basis. Practitioners who opt for the maximum part-time contract are, like whole-time practitioners in these grades, expected to devote substantially the whole of their professional time to their duties in the NHS. Subject to any controls that may be exercised from time to time by the Department, employing authorities may offer part-time appointments to be held by consultants and ASs; and by any SHMO or SHDO who is already employed by them.

b. A maximum part-time practitioner is paid ten elevenths of the whole-time salary (including any Discretionary Point(s) granted) set out in Appendix I and of a distinction award if applicable. Such a practitioner has a minimum work commitment equivalent to ten notional half-days, which should be assessed on the basis set out in paragraphs 61 and 62. Any such consultant in post on 31 December 1979 electing to do so may retain a personal maximum part-time contract paid at nine elevenths of the whole-time salary.

c. A part-time practitioner is paid on the basis set out in paragraphs 61 to 69.

Additional Session

14.a. Subject to sub-paragraphs c, d, e and f below, in exceptional circumstances an employing authority may, at their discretion, enter into a separate contract with practitioners in any of these grades, for an extra notional half-day or fraction thereof to undertake work which is not part of their normal contractual duties (including their obligations under paragraph 106). Such contracts shall be reviewed not less often than annually and will be terminable at three months' notice on either side without formality. The provisions of paragraphs 190 and 191 do not apply to notional half-days contracted for under these arrangements. The notional half-day shall be remunerated at the rate of one eleventh of the appropriate whole-time salary including any Discretionary Point(s) granted. Where a consultant is in receipt of a Distinction Award, the notional half-day shall be remunerated in all cases as if the individual had reached point 8 on the Discretionary Point Scale. For consultants who receive a Distinction Award for the first time, temporary additional notional half-days should be remunerated at this rate from 1 April of that year. Locum practitioners will be eligible for this session on the same basis as other practitioners, subject only to the period of notice for the additional session not exceeding that of their locum contract.

b. When family planning work undertaken by gynaecologists consists largely of counselling or examination, then, subject to the agreement of the employing authority, and irrespective of the nature of their contract, they may be contracted for extra sessions (in addition to existing contracted sessions) to carry out such work. These sessions should be assessed in accordance with paragraph 61 below.

c. An employing authority may, at their discretion, award an additional session to maximum part-time consultants without prejudice to their private practice rights where they are:

- i. appointed as a part-time general manager and their clinical sessions have not been reduced sufficiently to take full account of their general manager duties; or
- ii. the immediate colleague of a consultant appointed part-time general manager, and is called upon to take on additional work to cover clinical sessions temporarily relinquished by the general manager.

d. An employing authority may, at their discretion, and for postgraduate tutor duties on the advice of the postgraduate dean, enter into a separate contract with a consultant for a temporary additional notional half-day or fraction thereof, or where such duties are particularly onerous, for up to two temporary additional notional half-days or fraction thereof, where the practitioner has taken on significant responsibilities which are not part of his or her normal contractual duties, either in management in one of the following fields:

- i. in co-ordinating the development and the operation of medical audit in a hospital or unit or area;
- ii. as a clinical director or with equivalent management responsibility;
- iii. in leadership of the Resource Management Initiative; or as a postgraduate tutor.

Any contract agreed under this sub-paragraph will be agreed as part of the job plan of the consultant, and will take effect from the date of agreement of the job plan. The provisions of sub-paragraph a. above shall also apply.

e. Alternatively, where another consultant is the immediate colleague of a consultant who has taken on such significant management responsibilities or postgraduate tutor responsibilities as defined in sub-paragraph d above, and agrees to take on additional work to cover clinical sessions relinquished by that consultant, the employing authority may instead enter into a contract with that colleague for a temporary additional notional half-day or fraction thereof. Where the duties of the consultant who has taken on such management responsibilities or postgraduate tutor responsibilities are particularly onerous so as to justify two additional notional half-days and the consultant opts to relinquish one clinical session and receive one temporary additional notional half-day under sub-paragraph d above, the employing authority may also enter into a separate contract for a temporary additional notional half-day or fraction thereof with the immediate colleague who agrees to take on the clinical session thus relinquished. Any contract agreed under this sub-paragraph will be agreed as part of the job plan. The provisions of sub-paragraph a. above shall also apply.

f. An employing authority may, at their discretion, enter into a separate contract with an associate specialist for a temporary additional notional half-day or fraction thereof where the practitioner is considered by the employing authority to have particularly onerous contractual duties, or exceptionally, up to 2 temporary additional notional half-days. Such a contract may be made with a maximum part-time associate specialist, without prejudice to the practitioner's private practice rights, or with any other part-time associate specialist. The provisions of sub-paragraph a. above shall otherwise apply.

g. The total number of temporary additional notional half-days awarded to a consultant under sub-paragraphs a. to e. shall not normally exceed two, except in very exceptional circumstances (where consultants are undertaking work that is clearly in addition to their normal duties agreed under their inclusive professional contract).

STAFF GRADE

15. A whole-time practitioner shall be remunerated at the basic rate set out in Appendix I. Such a practitioner contracts for:

- i. a minimum average work commitment of ten sessions a week, each session being equivalent to four hours' work; and
- ii. liability to deputise for absent colleagues in accordance with paragraph 108; and
- iii. such exceptional irregular commitments outside normally rostered duties as are essential for continuity of clinical care; and
- iv. exceptionally, duty in occasional emergencies and unforeseen circumstances.

Sessional Assessment

16.a. A whole-time practitioner may be contracted for such sessions or part sessions as required to meet the needs of the service and shall be remunerated at the rate of one-tenth or

pro-rata for part sessions of the appropriate basic rate for each session. The allocation of sessions or part sessions, including any additional sessions deemed necessary, shall be determined in accordance with paragraphs 16 b to e below, taking account of any guidance issued by the Department.

b. The average weekly number of sessions allocated will be assessed by reference to the work commitment specified in the practitioner's job plan and should take account of any assessment under paragraph 16 d. Contributions in the following areas should be taken into account in drawing up the job plan: out-patient clinics, ward rounds, operating procedures, investigative work, administration, teaching, participation in clinical audit, emergency visits, on-call duties and other clinical work. This list is not intended to be prescriptive.

c. The assessment should exclude time attributable to:

- i. the practitioner's commitment under paragraph 15ii to iv; and to
- ii. travelling time between the practitioner's place of residence and his or her principal place of work.

The assessment shall be rounded up to the nearest whole number of sessions, and shall be deemed to continue throughout the year regardless of the practitioner's absence on leave.

d. In assessing the allocation of sessions or part sessions for out of hours work the following factors should be taken into account:

- i. where in effect staff grade doctors work for the whole time that they are on duty out-of-hours (whether compulsorily resident or not), the allocation should be no less than one session per four hour session actually worked
- ii. staff grade doctors should not have their personal freedom unnecessarily restricted by being required to be compulsorily resident on-call where there is no legitimate service reason for such a requirement
- iii. where a staff grade doctor is compulsorily resident on-call the allocation should normally be no less than one session per four hour session of on-call duty
- iv. where in effect staff grade doctors work for a substantial proportion of the time that they are on duty out-of-hours, but where paragraphs d(i) or d(iii) do not apply, the allocation should be no less than one session per six hours of duty.

e. The sessional assessment should be reviewed not less than annually via a job plan review. Where appropriate, the allocation should be revised, in consultation with the consultant and the practitioner concerned, in accordance with paragraph 16b. The salary payable shall be recalculated from the date of change, and any protection of pay shall be determined in accordance with Section 48 of the General Council Conditions of Service. In the event of failure to agree on a sessional assessment, the practitioner shall be entitled to appeal, via a local mechanism set up by the employing authority.

17. Unallocated

PRACTITIONERS IN THE TRAINING GRADES

18.a. Practitioners in the training grades contract for:

- i. 40 hours per week (see paragraph 65 for part-time practitioners);
- ii. such further contracted hours as are agreed with the employing authority subject to the controls set out in paragraph 20 below;
- iii. exceptionally, duty in occasional emergencies or unforeseen circumstances (see paragraph 110).

b. Practitioners in these grades work on an on-call rota, partial shift, 24 hour partial shift, full shift or hybrid working arrangement. Controls on the contracted hours of duty for each of these working arrangements are set out in paragraph 20 below and employing authorities shall ensure that these controls are met. They shall keep the working and contractual arrangements under review to ensure that they remain in line with the demands of the post. Hours of duty include periods of formal and organised study (other than study leave), training, all rest while on duty, and prospective cover where applicable.

Definitions

19. For the purposes of paragraph 20 below the following definitions shall apply:

a. On-call Rotas

Practitioners on on-call rotas usually work a set working day on weekdays, from Monday to Friday. The out-of-hours duty period is covered by practitioners working “on call” in rotation. Practitioners are rostered for duty periods of more than 24 hours. The frequency of on-call depends on the number of practitioners providing cover and is normally expressed as 1 in 4, 1 in 5, etc. Practitioners working on on-call rotas shall have adequate rest during a period of duty.

b. Partial Shifts

i. On most weekdays practitioners on partial shifts work a normal day. But, at intervals, one or more practitioners will work a different duty for a fixed period of time, eg. evening or night shifts. Practitioners can expect to work for a substantial proportion of the out-of-hours duty period, during which time they will expect to achieve some rest in addition to natural breaks. Practitioners will be rostered for duty periods of not more than 16 hours. Practitioners working on partial shifts shall have adequate rest during a period of duty;

ii. 24 hour partial shifts: Weekdays are usually worked as normal days. In rotation, a duty period is rostered, not exceeding 24 hours including handovers, for the weekend and out-of-hours cover. Practitioners will be rostered for duty periods of more than 16 hours, but less than or equal to 24 hours. Practitioners working 24 hour partial shifts shall have adequate rest during a period of duty.

c. Full Shifts

A full shift will divide the total working week into definitive time blocks with practitioners rotating around the shift pattern. Practitioners can expect to be working for the whole duty period, except for natural breaks. Practitioners will be rostered for duty periods that do not exceed 14 hours. Practitioners working on full shifts shall have adequate rest during a period of duty.

d. Hybrids

Working arrangements of two or more distinct working arrangements described in subparagraphs 19.a, b, c above. The different working arrangements must be worked either concurrently in the same rota or alternately within a time limit of up to one month. Practitioners working on hybrids shall have adequate rest during a period of duty.

Controls on Hours

20. The following controls on hours of duty shall apply to practitioners in the training grades working on-call rotas, partial shifts, 24 hour partial shifts, full shifts or hybrids (except in circumstances where they are acting up as a consultant):

a. On-call Rotas

- i. Employing authorities shall ensure that the maximum average contracted hours of duty for practitioners working on on-call rotas do not exceed 72 per week, including handovers at the start and finish of duty periods.
- ii. Practitioners in higher specialist training may contract for duty for up to a maximum average of 83 hours per week when it would be to the benefit of their training and they wish to do so, providing the proper supporting staff structure exists and providing the duties are not harmful either to the trainees or to patients.
- iii. Employing authorities shall ensure that no period of continuous duty for practitioners working on on-call rotas is longer than 32 hours during the week and 56 hours at the weekend, except that for a transitional period of two years from 1 September 2002 practitioners in public health medicine may, in consultation with organisers of training schemes in public health medicine, choose to continue to work for a week at a time on call, provided that the average weekly hours of work do not exceed 48 and they can expect to receive 11 hours continuous rest between 9 pm and 8 am on at least 75% of nights when on call. Practitioners undertaking a week on call meeting the above criteria shall not be entitled to Band 3.
- iv. Employing authorities shall ensure that practitioners working on on-call rotas have a minimum period of 12 hours off duty between periods of duty and one minimum continuous period off duty of 62 hours and one minimum continuous period off duty of 48 hours in every period of 21 days.

b. Partial Shifts and 24 Hour Partial Shifts

Employing authorities shall ensure that:

- i. The maximum average contracted hours of duty for practitioners working a partial shift or 24 hour partial shift do not exceed 64 per week, including handovers at the start and finish of shifts.
- ii. No period of continuous duty for practitioners working partial shifts is longer than 16 hours, including the time required for handovers.
- iii. No period of continuous duty for practitioners working 24 hour partial shifts is longer than 24 hours, including the time required for handovers.
- iv. Practitioners working partial shifts and 24 hour partial shifts have a minimum period of 8 hours off-duty time between shifts; do not work more than 13 days without a minimum period of 48 hours of continuous off-duty time; and have one minimum continuous period off-duty of 62 hours and one minimum continuous period off-duty of 48 hours in every period of 28 days.

c. Full Shifts

Employing authorities shall ensure that:

- i. The maximum average contracted hours of duty for practitioners working a full shift do not exceed 56 per week including handovers at the start and finish of shifts.
- ii. No period of continuous duty for practitioners working full shifts is longer than 14 hours, including the time required for handovers.
- iii. Practitioners working full shifts have a minimum period of 8 hours off duty between shifts; do not work more than 13 days without a minimum period of 48 hours of continuous off-duty time; and have one minimum continuous period off duty of 62 hours and one minimum continuous period off duty of 48 hours in every period of 28 days.

d. Hybrids

Employing authorities shall ensure that the maximum average contracted hours of duty for practitioners working an hybrid arrangement do not exceed a point, calculated as a proportion of the part that each arrangement makes to the hybrid, between the average maximum contracted hours of duty for each of the working arrangements which comprise the hybrid arrangement.

e. Hours Protection

Following the changes in contractual terms on 1 December 2000, any substantive change to the working arrangement of any existing post which might lead to an increase in the number of hours of work can only be introduced with the agreement of the practitioner in post and the approval of the Regional New Deal Support Group. The nature of the approval system is described in guidance contained in NHS HDL(2000)17.

- f. Not allocated.
- g. Not allocated.
- h. Employing authorities shall ensure that practitioners in the training grades comply with the relevant controls on hours of duty. Practitioners and their employing authority shall agree to work together to identify appropriate working arrangements or other organisational changes in working practice to ensure the controls on hours of duty, actual work and rest described in sub-paragraphs 18.b, 20.a to d above and 22.a below are met for practitioners in all training grades, and to comply with reasonable changes following these discussions; changes to working arrangements shall be monitored by the Regional New Deal Support Group.

Payment

21a. Full time practitioners in the training grades receive a base salary. Part time practitioners in these grades receive as base salary a proportion of the full-time base salary based on average weekly hours of actual work. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I.

b. For practitioners contracted to work 40 or more hours of duty per week, pensionable pay for contributions purposes must be based on the practitioner's actual whole-time basic pay (1.0) only. Pay supplements over and above base salary are non-pensionable.

Pay Protection at Transition

c. Pay protection in compliant posts will apply from 1 December 2000 to any junior doctor whose total pay under the ADH system (at current ADH percentages) in the post they are occupying on 1 December 2000, or in any post in a rotation accepted before 1 December 2000, where a formal ADH assessment has been made, would be higher than that due under the proposed new contractual arrangements.

d. Until 1 December 2003 pay protection will also apply to any post or placement in a rotation accepted before 1 December 2000 where no formal ADH assessment was made but where the post, at the time the junior doctor accepted the rotation, was paid at a higher rate under the ADH system than is the case under the new contractual arrangements when the junior doctor takes up the post.

e. On 1 December 2000, where a post attracts a higher rate ADH payment in recognition of excessive intensity, under MEL(1996)23 or MEL(1998)40, then the post shall attract the same overall salary for so long as it is more favourable until the intensity problem has been shown to be resolved. This shall also apply where a claim with full supporting evidence has been lodged by 30 November 2000 in accordance with these circulars.

Principles of Pay Protection

f. The principle of pay protection applies to practitioners in all bands for the duration of the post/placement or within a rotation subject to the conditions set out in sub-paragraphs 21.h to m.

g. Pay protection applies to the base salary on the scale plus the supplement in payment at the time the post or placement is rebanded. The salary shall be increased only to take account of increments in the base salary on the old scale.

Pay Protection in New Deal Compliant Posts

h. Where a practitioner reaches agreement with his or her employing authority on a new or revised contract on or after 1 December 2000, the practitioner's post shall be re-assessed in accordance with paragraphs 19 to 23, effective from the date of the change. For so long as it is more favourable, and so long as the practitioner remains in the same post, the practitioner shall retain the overall salary applicable to the band he or she was placed in immediately before the change. The salary shall be increased only to take account of increments in the base salary on the old scale.

i. If a practitioner in a rotational appointment has accepted appointment to a future post in that rotation for which a New Deal compliant pay band assessment has been made at the time of appointment to the rotation and the duties of that future post have been changed before the practitioner actually takes it up, then sub-paragraph 21.h shall apply, and the practitioner shall be treated as if he or she had already been occupying the post at the time of the change. If no assessment of the pay band has been made at the time of appointment then sub-paragraphs 21.c, d and e apply.

Pay Protection in New Deal Non-compliant Posts

j. Where a New Deal non-compliant post/placement (pay band 3) becomes compliant before 1 December 2002, the practitioner shall retain the overall salary protected at the pay band 3 rate applicable at the time of rebanding, for so long as it is more favourable and for the duration of the post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

k. Where a New Deal non-compliant post/placement (pay band 3) becomes compliant on or after 1 December 2002, the practitioner shall have their salary protected at the pay band 2A rate applicable at the time of rebanding, for so long as it is more favourable and for the duration of the post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

l. Where a future post/placement in a rotation, which has been accepted by the practitioner at pay band 3, becomes compliant before 1 December 2002, the practitioner when they take up that post/placement shall retain the overall salary protected at the pay band 3 rate applicable at the time of the rebanding, for so long as it is more favourable and for the duration of that post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

m. Where a future post/placement in a rotation, which has been accepted by the practitioner at pay band 3, becomes compliant on or after 1 December 2002, the practitioner when they take up that post/placement shall have their salary protected at the pay band 2A rate applicable at the time of the rebanding, for so long as it is more favourable and for the duration of that post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

Definition

n. For these purposes a rotation is a series of posts or placements forming part of a training programme which might be in any training grade. Such a rotation may involve the trainee having a series of different employing authorities and contracts, but will not involve a new appointment panel.

Backdating of Pay on Re-Banding after Monitoring

o) When following a change of house a rota is properly monitored to be in a higher band than demonstrated by previous valid monitoring, backdating of pay will apply to those doctors currently in post and will not apply to former postholders regardless of when previous monitoring took place, unless former postholders have formally raised concerns and requested monitoring but where that has not taken place. In such cases where the later valid monitoring confirms the concerns of the former postholders, they should receive backpay at the higher rate from the date of the request for monitoring to the end of the placement.

p) In the event of a rota, without any change in working pattern, being shown to belong in a higher pay band as a result of a valid monitoring round, pay at the higher level shall be backdated to the point three calendar months after the first day of the previous successful monitoring round ie that which most recently showed the lower pay band, except:

- where there are postholders who have taken up their posts after the previous valid monitoring round, for whom the most recent round is also the first one in their current post, in which case their pay increase will be backdated to their first day in the post;

or

- when there have been intervening attempts by the employer to monitor, which the employer can demonstrate to have been done in accordance with good practice guidelines and which have not been successful despite the proven best efforts of the employer, in which case pay shall be backdated to the first day of the valid monitoring exercise which led to the rota being shown for the first time in a higher pay band;

or

- where a valid monitoring round which has been requested by the doctors in post demonstrates an increase in the pay band, when backdating will be to the date of the request to monitor if this is less than three calendar months from the first day of the previous successful monitoring round.

Notification of Posts Becoming Compliant

q) Where a previously non-compliant rota is shown on valid monitoring to fall into a compliant pay band, an employer shall notify the doctors on that rota of the change in writing, and salaries at the protected level of band 2A shall be paid from the first day of the month following that in which notification was made. An employer cannot require repayment of any salary paid at the higher band prior to the last day of the month in which formal notification was given.

Assessment of Pay Supplements

22. Subject to paragraph 24 below, the assessment of pay supplements for staff in the training grades shall be made as follows:

a. Band 3 shall apply to full-time and part-time practitioners in posts which do not comply with the controls on hours of duty described in paragraph 20 above or with the controls on hours of actual work or rest described below (refer MEL(1999)40 and HDL(2000)17 including agreement to modify weekend rest requirements for on-call rotas) applicable to their working pattern.

i. That practitioners working any of the working arrangements defined in paragraph 19 above, work on average no more than 56 hours of actual work per week;

ii. That practitioners working on on-call rotas have rest equivalent to at least one half of the out-of-hours duty period, with a minimum of 5 hours continuous rest between 10pm and 8am, on 75% of occasions when on-call;

iii. For practitioners working at weekends on an on-call rota, if the agreed total rest expectation of 50% of the out-of-hours duty period within the duty period is achieved (see paragraph 22a.(ii) above), this is acceptable. For a weekend duty period of 9am Saturday to 5pm Monday, this would mean a total of 24 hours rest during that period; or

iv. For practitioners working at weekends on an on-call rota, if the rest requirement equivalent to that for a weekday is achieved (8 hours for 24 hour period, 5 continuous between 10pm and 8am, on at least 75% of duty periods - see paragraph 22a.(ii) above), but the total rest does not meet the requirement for the weekend (at least 50% of the out of hours duty period on 75% of occasions – see paragraph 22a.(ii) above), the requirements for the controls on hours governing weekend rest will still be met if:

- “equivalent paid rest” is built into the rota for each weekend worked, in the form of working days or half days (to count as a day or half day on duty for total hours purposes – see guidance HDL(2000)17 Appendix B, Part C). This rest should be taken by the end of the Monday of the following week (ie. within 8 days).

However, in exceptional circumstances, the period of equivalent paid rest built into the rota may be taken at another time in the rota cycle. This must be with the agreement of the individual trainee and apply to no more than 25% of weekends worked;

- and the employing authority clearly demonstrates that the post is fully compliant with all other aspects of the New Deal, including the 56 hours of actual work limit.

v. That practitioners working partial shifts have rest for at least one quarter of the out-of-hours duty period on at least 75% of occasions; and where there is no out-of-hours duty that practitioners have natural breaks at any time during the whole of each duty period.

vi. That practitioners working 24 hour partial shifts have 6 hours rest during the duty period with a minimum of 4 hours continuous rest between 10pm and 8am on at least 75% of occasions; and that practitioners are not on duty for more than four hours following the 16 hour period of out-of-hours duty, and the next duty period should not start until at least the beginning of the next normal working day.

vii. That practitioners working full shifts shall have natural breaks as minimum rest during the whole of each duty period with at least 30 minutes continuous rest after approximately 4 hours continuous duty.

viii. That practitioners working an hybrid arrangement shall receive the appropriate controls on hours described in paragraphs 20 and 22 above that applies to each of the working arrangements that comprise the hybrid arrangement.

b. Band 2A shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average more than 48 but less than or equal to 56 hours of actual work per week; and:

i. to practitioners on on-call rotas who either work an on-call rota of 1 in 6 including prospective cover or more frequently, or who work 1 in 3 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on-call, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or

ii. to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 3 weekends or more frequently.

c. Band 2B shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average more than 48 but less than or equal to 56 hours of actual work per week; and who do not fulfil the criteria for Band 2A described in subparagraph 22.b above.

d. Band 1A shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 48 hours or less of actual work per week; and:

i. to practitioners on on-call rotas who work an on-call rota of 1 in 6 including prospective cover or more frequently; or

ii. to practitioners on on-call rotas who either work an on-call rota of 1 in 8 including prospective cover or more frequently, or who work 1 in 4 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on duty out-of-

hours, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or

iii. to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 4 weekends or more frequently.

e. Band 1C shall apply to full-time and part-time practitioners who work within the controls on hours applicable to on-call rotas as described in sub-paragraphs 20.a and 22.a above, and who work on average 48 hours or less of actual work per week and, for part-time practitioners, more than 40 hours; and who work an on-call rota of 1 in 8 without prospective cover or less frequently and are not required to be resident, for clinical or contractual reasons, at their place(s) of work when on duty out-of-hours.

f. Band 1B shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 48 hours or less of actual work per week and, for part-time practitioners, more than 40 hours; and who do not fulfil the criteria for Band 1A or 1C described in sub-paragraphs 22.d and e above.

g. Band FA shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and

i. to practitioners on on-call rotas who work an on-call rota of 1 in 10 including prospective cover or more frequently; or

ii. to practitioners on on-call rotas who either work an on-call rota of 1 in 13.5 including prospective cover or more frequently, or who work 1 in 6.5 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7.00 pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on duty out of hours, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7 pm; or

iii. to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7 am to 7 pm Monday to Friday; or who work 1 in 6.5 weekends or more frequently.

h. Band FC shall apply to part-time practitioners who work within the controls on hours applicable to on-call rotas as described in sub-paragraphs 20.a and 22.a above, and who work on average less than 40 hours of actual work per week; and who work an on-call rota of 1 in 13.5 without prospective cover or less frequently and are not required to be resident, for clinical or contractual reasons, at their place(s) of work when on duty out-of-hours..

i. Band FB shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who do not fulfil the criteria for Band FA or FC described in sub-paragraphs 22.h and i.above.

j. No supplement shall apply to:

(i) full-time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 40 hours or fewer all between 7 am to 7 pm, Monday to Friday;

(ii) part time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours all between 7 am to 7 pm, Monday to Friday.

k. For the purposes of the assessment of pay supplements as described in sub-paragraphs 22.a to j above, the following definitions shall apply:

i. Actual work: All hours of duty when practitioners are carrying out tasks for the employer, including periods of formal study/teaching. For the purposes of defining actual work after 7pm, work begins when a doctor is disturbed from rest and ends when that rest is resumed. This includes, for example, time spent waiting to perform a clinical duty and time spent giving advice on the telephone;

ii. Rest: All time on duty when not performing or waiting to perform a clinical or administrative task, and not undertaking a formal educational activity; but including time spent sleeping. Natural breaks do not count as rest;

iii. Weekend: When the practitioner is on duty at any time during the period from 7pm Friday to 7am Monday;

iv. 1 in x on-call rota: For example: if six practitioners share a rota equally between them, but locums are employed for leave, this is a 1 in 6 rota without prospective cover. This means each practitioner will, for the whole duration of their contract or placement, work less than one-sixth of all on-call duty periods unless they do not take any leave. If, for example, six practitioners share a rota equally between them and cover each other's leave, this is a 1 in 6 with prospective cover. The contribution of non-training grades and flexible trainees in the frequency of on-call rotas should be taken into consideration.

v. Prospective cover: When the practitioner is contracted to provide internal cover for colleagues when they are on annual and/or study leave, ie. if no locums are provided. Prospective cover is also in operation when on-calls are required to be swapped when taking leave or when leave is fixed in advance. When a practitioner not on the rota acts as a "floater", ie. covering any practitioners on the rota who are away on holiday, prospective cover is not in operation.

l. Where either the employing authority or the practitioner rejects the opinion of the Regional New Deal Support Group in any case where there is a dispute regarding the allocation of posts to pay bands or in cases where the Regional New Deal Support Group finds it necessary to intervene, there is a right of appeal:

i. Appeals shall be heard by a local committee that shall be convened as soon as possible and employing authorities shall be expected to do so while the practitioner remains in post;

- ii. The appeal panel shall be constituted of the following, none of whom shall have been involved in the earlier decision: two representatives of the employing authority nominated by the chief executive or medical director of the employing authority (one of whom shall chair the panel); a representative from the SR, SpR, R, SHO or HO grades from the same employing authority conversant with the working arrangements applicable to the case; a representative from a regional list supplied by the BMA's Scottish Junior Doctors Committee; an independent external assessor nominated by the Regional New Deal Support Group.
- iii. Decisions of the appeals panel which confirm the appellant(s) had been underpaid shall lead to the practitioner(s) receiving appropriate reimbursement retrospectively backdated to the date of the change, or to 1 December 2000, whichever is applicable.
- iv. Decisions of the appeals panel which confirm the employing authority's original decision shall lead to the employing authority receiving appropriate reimbursement backdated to the date of the change, or to 1 December 2000, whichever is applicable.
- m. The process for reallocating posts to new pay bands due to changes in working practice shall be as follows:
- i. Stage one – to institute a change in working practice, the employing authority must:
- consult the postholders and obtain the agreement of the majority participating in the rota;
 - obtain agreement from the Postgraduate Dean for education purposes;
 - submit details of the new rota to the Regional New Deal Support Group for information and invited comment.
- ii. Stage two – monitoring of working pattern. Such monitoring must comply with the principles set out in HDL(2000)17 and be subject to validation by local junior doctor representatives and the Regional New Deal Support Group.
- iii. Stage three – written notification of monitoring outcome.
- iv. Stage four – approval mechanism to change band. The following information must be sent to the Regional New Deal Support Group:
- details of the change in working practice;
 - monitoring data;
 - agreement of postholder;
 - agreement of Postgraduate Dean.
- v. Stage five – appeals mechanism (see sub-paragraph 22.1 above).

Full Pay

23. The total remuneration calculated on the basis of paragraph 22 represents full pay for the purpose of the agreements relating to leave in these Terms and Conditions of Service and of the General Whitley Council Conditions of Service. Provisions as to other rates of pay should be construed accordingly.

Retention of Existing Contracts

24. Where contracts had been entered into before 1 February 1992 on the basis of the then current paragraphs of the Terms and Conditions of Service relating to the assessment of workload, that basis shall continue in force until the expiry or negotiated revision of that contract.

PUBLIC HEALTH MEDICINE AND COMMUNITY HEALTH EMERGENCY ROTA ALLOWANCES

25.a. Where a doctor in public health medicine and the community health service (other than a public health physician or trainee in public health medicine) who has the appropriate experience and training, deputises for a public health physician who acts as designated medical officer in regard to his or her responsibilities for communicable diseases and food poisoning on the 24 hour rota, he or she shall each half year receive an allowance at the rate given in Appendix I. Each week should be regarded as consisting of 9 duties, ie. 7 nights plus the days of Saturday and Sunday. Statutory and general national holidays should be treated in the same way as Saturdays and Sundays. The allowance should be assessed and paid at the end of each half-year ending 30 June and 31 December. The allowance is superannuable.

b. Where a clinical or senior clinical medical officer is on a 24 hour rota for work at a designated customs air port or for a constituted port health authority, he or she shall receive an allowance, at the same rate as that payable under sub-paragraph a. above, except in the circumstances specified in sub-paragraph (c) below.

c. If such a doctor is on a rota which requires him or her simultaneously to be on duty for environmental health and for port health work (as defined in (b) above) and he or she is eligible for an allowance under sub-paragraphs (a) and (b) above, only one such allowance will be payable, at 150 percent of the rate set out in Appendix I, in respect of each duty during which he or she was on call for both rotas.

d. A doctor who receives an allowance under sub-paragraph (b) or (c) above may also receive an allowance under sub-paragraph (a) for nights when he or she is on call for environmental health only but not port health.

e. A doctor may retain any existing personal terms and conditions relating to port health if these are more favourable on a marked time basis unless section 35(2) of the NHS (Scotland) Act 1972 applies.

ASSOCIATE SPECIALIST

Minimum Time Off-Duty

26. Provided that the needs of patients permit, the following assured periods of time off-duty, including freedom from on-call liability, or the equivalent of these periods taken at other times, shall be made available as a minimum to practitioners in whole-time or maximum part-time appointments as AS:

- i. one afternoon a week;
- ii. two nights off in three (from Monday to Thursday);
- iii. two weekends off in three being the nights of Friday, Saturday and Sunday and the days of Saturday and Sunday.

27-29 Unallocated.

CONTRACTUAL DUTIES OF PRACTITIONERS

30.a. A practitioner's duties under his or her contract of employment should be agreed in that contract or its associated job description. The duties will include work relating to the prevention, diagnosis or treatment of illness which forms part of the services provided by the practitioner's employing authority under Section 36 -38 of the National Health Service (Scotland) Act 1978, including services provided to patients who have elected to receive services under section 57(1) of the Act. They may also include work related to services provided under the following provisions:

- i. under section 41 of the National Health Service (Scotland) Act 1978 (relating to contraceptive services);
- ii. for local authorities under section 15(1)(c) of the National Health Service (Scotland) Act 1978 and the extension under Section 3(2) of the Health Services Act 1980 (in connection with their functions relating to social services, education and public health) and under section 15(1) of the National Health Service (Scotland) Act 1978 (in relation to staff health schemes);
- iii. under section 7 of the Health and Medicines Act 1988 (relating to the provision of services to third parties).

b. The work will also include the provision of reports which are reasonably incidental to the practitioner's work. Illustration of such work (for which charges may not be made) are set out in Category 1 of the Schedule (paragraph 36), while illustrations of work which is regarded as not related to services provided under these sections and therefore is not part of the practitioner's duties under his or her contract are set out in Category 2 of the Schedule (paragraph 37): see also paragraph 33.

c. A hospital consultant has continuing clinical responsibility for any patient admitted under his or her care. A consultant in public health medicine has analogous responsibilities. A consultant and the general manager responsible for the management of the consultant's contract

shall agree a job plan for the performance of duties under the contract of employment. For the purpose of drawing up a job plan, the employing authority shall take the following duties into account: out-patient clinics, ward rounds, operating procedures, investigative work, public health work, administration, teaching, participation in medical audit, management commitments (for example as clinical director), emergency visits, on-call rota commitments, and so on, including occasional visits to outlying hospitals or other institutions for consultation, diagnosis or operative work. The employing authority shall also take into account time given, for example, as consultant adviser to the employing authority on special branches of the service or by way of "pastoral visits" to outlying places of work.

d. The job plan will identify the nature and timing of the consultant's fixed commitments. Fixed commitments are to be assessed and worked in notional half-days or fractions thereof, and for a whole-time or maximum part-time consultant shall normally account for between 5 and 7 NHDs, depending on specialty. For consultants on other part-time contracts, including honorary contracts, at least half of the NHDs specified in the contract shall normally be accounted for by fixed commitments. The number of fixed commitments may be varied with the agreement of the consultant and the general manager, taking account of the other components of the job plan. Except in an emergency, the consultant shall fulfil fixed commitments unless the local general manager has agreed otherwise; such agreement is not to be unreasonably withheld. The job plan will be subject to review each year and revisions may be proposed by either the general manager or the consultant, who shall use their best endeavours to reach agreement on any revised job plan. If agreement is not reached and the employing authority notifies the consultant of its intention to amend the job plan, the consultant may appeal against the proposed amendment. Where an appeal is made in relation to matters governed by this paragraph or paragraph 30.c, the employing authority shall establish an appeal panel consisting of:-

- i. A lay member of the NHS Board to act as Chairman;
- ii. The Chief Executive of the NHS Board or, if the Chief Executive has been previously involved in the dispute, another member of the NHS Board;
- iii. The Director of Public Health/CADO or his/her depute as appropriate or, if the Director of Public Health/CADO or his/her depute has been previously involved in the dispute, a senior doctor or dentist employed by the NHS Board.

If either party judges that it would be helpful a medical or dental adviser acceptable to each party will be co-opted to the panel. The panel will submit its advice to the employing authority, which shall then determine the appeal.

Section 7 Services

31. Where an employing authority proposes to provide services to a third party under section 7 of the Health and Medicines Act 1988 which will involve a practitioner, then the prior agreement of that practitioner should be obtained. The practitioner may negotiate separately with, and obtain fees from, a third party for any such clinical work the practitioner undertakes; such fees will count as part of the practitioner's gross income from private practice for the purposes of sub-paragraph 42.a. Alternatively, by mutual consent, a sessional assessment may be made within the practitioner's NHS contract.

Fees Payable by Employing Authorities

32. A practitioner shall receive fees from his or her employing authority for undertaking the following work, provided it does not form part of the practitioner's duties under paragraph 30:

- a. work related to the services referred to under sub-paragraphs 30.a. and b.;
- b. radiology and pathology tests required as part of examinations and reports illustrated in Category 1(c)(vi) of the Schedule in paragraph 36, where either time is not allocated to such work in a practitioner's contract or the volume of work does not justify a separate arrangement. The fee for this work is shown in Appendix I.

Retention of Other Fees

33. Provided that it would not in the opinion of the practitioner's employing authority interfere with other NHS activities, or with the proper discharge of the practitioner's contractual duties, and the person or third party concerned accepts that a fee is payable, a practitioner may undertake and retain fees for the following work, whether at an NHS place of work or elsewhere:

- a. examination, reports, etc. (illustrations of which are set out in Category 2) which do not fulfil any of the conditions referred to in Category 1 of the Schedule or fall within the definition of private practice; and
- b. general practitioner services given by a hospital medical officer under Part II of the National Health Service (Scotland) Act 1978 to members of the hospital staff who are on his or her list.

Use of NHS Facilities

34.a. Where, in carrying out work referred to in sub-paragraph 33a, NHS facilities are used, the charge made by the practitioner to the person or third party shall represent two elements:

- i. payment for professional services; and
- ii. payment for NHS services, accommodation and facilities.

b. The employing authority shall determine and make such charges for the use of its services, accommodation or facilities, after discussions with the practitioners concerned, as it considers reasonable. It may also decide not to make any such charges. Any charge made for such use shall be collected by the employing authority, with the agreement of the practitioner concerned, either:

- i. from the person or third party commissioning the work, in which case the authority must remit to the practitioner the professional fee collected on his or her behalf and make an administrative charge to the practitioner where appropriate; or
- ii. from the practitioner, in which case it will be the responsibility of the practitioner to collect the charge from the person or third party commissioning the work and make an administrative charge to the employing authority where appropriate.

Alternatively, either party may collect its own fees by arrangement with the third party concerned.

c. All charges in respect of professional services shall be a matter of agreement between the practitioner and the person or third party concerned.

35.a. No absolute definition is possible of the service (mainly examinations and reports) which fall under Category 1 or 2. Broadly, Category 1 work is reasonably incidental to a practitioner's duties under his or her contract of employment and its associated job description or job plan. Those duties include work relating to the prevention, diagnosis or treatment of illness or public health work which forms part of the services provided by the practitioner's employing authority under sections 36 - 38 of the National Health Service (Scotland) Act 1978. Such contractual duties may also include services provided under other sections of the Act (see paragraph 30). Examinations and reports which are not part of, or reasonably incidental to, normal contractual duties fall within Category 2. This distinction is illustrated further in paragraphs 36 and 37 below by means of examples of items of service which fall within one or other of the Categories. As it is not possible to construct a definitive list of every type of work, these examples should be regarded as illustrating general principles, the application of which shall determine to which Category other similar services belong, and consequently whether or not the work is or may be part of the practitioner's contractual duties.

b. An index to the examples of Category 1 and 2 items of service is attached at Appendix V to this Handbook.

36. CATEGORY 1: work undertaken by practitioners which is reasonably incidental to contractual duties and for which charges may not be made.

For convenience, such work has been divided into five sub-sections, which are set out below (Categories 1a-1e), with accompanying illustrative examples:

CATEGORY 1.a: The examination, diagnosis and provision of related reports on a person referred to the health services from a medical source for a second opinion.

For this purpose, reference "from a medical source" means reference from a medical or dental practitioner (including, for example, a medical board) who, having clinically examined a person, requires a second opinion in connection with the prevention, diagnosis or treatment of illness. It does not include reference for examination included in Category 2 or reference from an administrative medical officer who has not clinically examined the person referred.

Examples of Category 1.a examinations and reports include those on:

- i. a person referred by a general practitioner;
- ii. members of HM Armed Forces (including members of overseas forces serving on duty in the UK) and their families, referred by medical officers who are treating them;
- iii. persons referred in connection with diagnosis or treatment by a medical practitioner in the Community Health Service; (But examinations of and reports

required on employees or prospective employees for the purpose of, for example, superannuation schemes fall within Category 2.)

iv. a person referred by an occupational health physician or employment medical adviser following an accident or incident which may give rise to occupational disease or where an employment medical adviser, following a clinical examination of a person or persons, suspects the possibility of occupational disease and seeks an investigation and a second medical opinion;

v. a person referred by a medical officer of a Medical Boarding Centre (Respiratory Diseases) of the Department for Work and Pensions for the purposes of diagnosis and treatment; (But when the second opinion is required solely in connection with a compensation or social security claim, this falls within Category 2.a.)

vi. a person referred by a medical interviewing committee set up by the Department for Work and Pensions to advise disability employment advisers of the Employment Service on the working capacity of disabled persons.

CATEGORY 1.b: The provision of a medical or dental report either to a patient currently under hospital observation or treatment or, with his or her consent, to an interested third party, when the information required is reasonably incidental to such observation and treatment and can be given readily from knowledge of the case without a separate examination or without an appreciable amount of work in extracting information from case notes. (But if a special examination of the patient is required, or the information requested cannot be given readily from knowledge of the case, or an appreciable amount of work is required to extract medically correct information from case notes, the work falls within Category 2, unless it is specifically included in the practitioner's contractual duties as provided by paragraph 30 above.)

Examples of Category 1.b services are:

- i. doctors' statements given to the patient for social security purposes;
- ii. reports required by the Department for Work and Pensions on a person who is under hospital observation or treatment;
- iii. reports required by the Employment Service on the working capacity of disabled patients;
- iv. reports required by employers (including government departments and local authorities) on employees who are under observation or treatment, eg. reports required in connection with sick leave or premature retirement on health grounds; (But information required primarily to serve the interests of the person or his or her employer in such non-clinical contexts as insurance, superannuation, foreign travel or emigration would fall within Category 2.)

CATEGORY 1.c: Examinations and reports on persons for the purposes of the prevention of illness, under arrangements approved by Scottish Ministers after consultation with the profession. (But examinations and reports required by a person or third party primarily to serve the interests of the person, his or her employer or other third party, in such non-clinical contexts as insurance, superannuation, foreign travel, or emigration, fall within Category 2.)

Examples of Category 1.c. examinations and reports include those:

- i. where it is necessary, as a preventative measure, to investigate the contacts of a patient with a transmissible or epidemic disease, such as typhoid or a sexually transmitted disease;
- ii. in respect of transmissible disease on entrants to teacher training colleges, applicants for teaching posts, teachers, and any other persons whose course of training, prospective occupation or occupation brings them into close or prolonged contact with children;
- iii. on employees or prospective employees (not otherwise covered by sub-paragraph 1.c.ii. above) of NHS employing authorities and of local authority education, social services and environmental health departments who may be at particular risk of acquiring or spreading transmissible diseases by reason of the nature of their employment or prospective employment. This includes voluntary workers and employees of voluntary bodies similarly at risk;
- iv. in connection with individual screening measures (eg. cervical cytology) for the benefit of particular people who, by reason of age, sex, constitutional or other factors not related to the nature of their employment, are particularly at risk of developing specific diseases; (but routine screening of workers, including screening made necessary by the nature of the working environment, is covered either by sub-paragraph 1.c.vi below or Category 2.k or 2.m.)
- v. where the defined duties of the practitioner specifically includes such work, examinations and reports on prospective employees of NHS employing authorities and local authorities (other than those covered in sub-paragraph 1.c.ii and 1.c.iii above);
- vi. where the defined duties of the practitioner specifically includes such work, examinations and reports in connection with the routine screening of employees of NHS employing authorities and local authorities, to such extent as may be approved by Scottish Ministers after consultation with the profession. (But this excludes work under sub-paragraph 1.c.iii and 1.c.iv above; see also paragraph 32.)

CATEGORY 1.d.: Recommendations under Part V of the Mental Health (Scotland) Act 1984:

- i. if given by a doctor on the staff of the hospital where the patient is an in-patient;
- ii. if given following examination at an out-patient clinic;
- iii. if given as a result of a domiciliary consultation carried out at the request of a general practitioner.

CATEGORY 1.e.: Attendance at court hearings as a witness as to fact by a practitioner giving evidence on his or her own behalf or on behalf of his or her employing authority in connection with a case with which the practitioner is professionally concerned. (But attendance at fatal accident inquiries is normally work falling within Category 2).

37. CATEGORY 2: When work undertaken by practitioners on examinations, reports etc does not fulfil any of the qualifying conditions for Category 1 as set out in paragraph 36 above, it falls within Category 2 and charges may be made.

Examples of Category 2 examinations and/or reports include those:

- a. on a patient not under observation or treatment at the hospital at the time the report is requested, or a report which involves a special examination of the patient, or an appreciable amount of work in making extracts from case notes - other than in circumstances referred to in Category 1;
- b. on a person referred by a Medical Adviser of the Department for Work and Pensions or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by the Department for Work and Pensions;
- c. for the Criminal Injuries Compensation Board, when a special examination is required or an appreciable amount of work is involved in making extracts from case notes;
- d. required by a patient or interested third party to serve the interests of the person, his or her employer or other third party, in such non-clinical contexts as insurance, superannuation, foreign travel, emigration, or sport and recreation. (This includes the issue of certificates confirming that inoculations necessary for foreign travel have been carried out, but excludes the inoculations themselves. It also excludes examinations in respect of the diagnosis and treatment of injuries or accidents);
- e. required for life insurance purposes;
- f. on prospective emigrants including X-ray examinations and blood tests;
- g. on persons in connection with legal actions other than reports which can be given under Category 1.b and reports associated with cases referred to in Category 1.b;
- h. examinations and reports for Procurators Fiscal, and attendance at fatal accident inquiries as medical witnesses;
- i. requested by the courts on the medical condition of an offender or defendant and attendance at court hearings as medical witnesses, otherwise than in the circumstances referred to in Category 1.e;
- j. on a person referred by a medical examiner of HM Armed Forces Recruiting Organisation;
- k. in connection with the routine screening of workers to protect them or the public from specific health risks, whether such screening is a statutory obligation laid on the employer by specific regulation or a voluntary undertaking by the employer in pursuance of the employer's general liability to protect the health of its workforce;
- l. on a person referred by a medical referee appointed under the Workmen's Compensation Act 1925 or under a scheme certified under section 31 of that Act;

m. on prospective students of universities or other institutions of further education, provided that they are not covered by Category 1.c.ii. Such examinations may include chest radiographs;

n. examinations and recommendations under Part V of the Mental Health (Scotland) Act 1984 (except where this falls within Category 1.d):

i. if given by a doctor who is not on the staff of the hospital where the patient is examined; or

ii. if the recommendation is given as a result of a special examination carried out at the request of a local authority officer at a place other than a hospital or clinic administered by an employing authority.

Where fees are payable under i. or ii. above, they will be paid where the practitioner has carried out a special examination whether or not, as a result, he or she completes a recommendation;

o. services performed by members of hospital medical staffs for Government Departments as members of medical boards;

p. work undertaken on behalf of the employment medical advisory service in connection with research/survey work, ie. the medical examination of employees intended primarily to increase the understanding of the cause, other than to protect the health of people immediately at risk (except where such work falls within Category 1.a.iv);

q. completion of Form B (Certificate of Medical Attendant) and Form C (Confirmatory Medical Certificate) of the cremation certificates;

r. examinations and reports including visits to prison required by the Prison Service which do not fall within Category 1 and which are not covered by separate contractual arrangements between the Practitioner and the Prison Service;

s. examination on blind or partially-sighted persons for the completion of form BP1 (except where this falls within Category 1.b);

t. in respect of sub paragraph s. above, when payment is due in connection with registration with a local authority this will be made by the health authority under the collaboration arrangements in accordance with the appropriate schedule of fees.

38. For the avoidance of doubt, and in accordance with the requirements at section 1(2) of the National Health Service (Scotland) Act 1978, a practitioner shall not otherwise than pursuant to these Terms and Conditions of Service demand or accept any fee or other remuneration for the provision of the services which the practitioner is required to provide by virtue of his or her contract of employment.

Payment of Fees: Doctors in Public Health Medicine and the Community Health Service

39.a. A doctor in public health medicine and the community health service employed under these terms and conditions of service may, unless it would, in the opinion of the employing authority, interfere with the proper discharge of his or her normal duties and provided it does

not form part of his or her normal duties, undertake and receive payment for work other than that referred to in paragraph 39.b., including services to a local or public authority of a kind not provided by an NHS Board under the collaborative arrangements, such as:

- i. work as a medical referee (or deputy) to a cremation authority and signing confirmatory cremation certificates;
- ii. medical examination in relation to staff health schemes of local authorities and fire and police authorities and to driving licences;
- iii. lectures to other than NHS staff;
- iv. medical advice in a specialised field of communicable disease control, eg. membership of a Departmental panel for an infectious disease;
- v. work for water authorities, including medical examinations in relation to staff health schemes;
- vi. attendance as a witness in court (other than in the course of an officer's normal duties);
- vii. medical examinations and reports for commercial purposes eg. certificates of hygiene on goods to be exported or reports for insurance companies;
- viii. advice to organisations (including NHS employing authorities), other than the doctor's employing authority, on matters which the doctor is acknowledged to be an expert;
- ix. examinations and recommendations under Part II of the Mental Health Act 1983 and under Part V of the Mental Health (Scotland) Act 1984.

39.b. A doctor in public health medicine and the community health service employed under these terms and conditions of service, whether whole-time or part-time, shall not accept a fee from a local or public authority or from an NHS employing authority for the provision of advice or services of a kind which an NHS Board provides under the arrangements for collaboration between NHS Boards and local and public authorities in accordance with Section 15 of the National Health Service (Scotland) Act 1978, including:

- i. advice and services relating to social services, education and environmental health (including control of communicable disease);
- ii. advice in relation to staff health schemes of local authorities and driving licences (but see paragraph 39.a.ii);
- iii. advice to an NHS employing authority other than under paragraph 39.a.iv. or viii.

PRIVATE PRACTICE

Definition

40. The expression "private practice" in these Terms and Conditions of Service includes:
- a. the diagnosis or treatment of patients by private arrangement (including such diagnosis or treatment under section 57 of the National Health Service (Scotland) Act 1978 as inserted by Section 7(11) of the Health Medicines Act 1988 and further amended by Schedule 9 to the NHS and Community Care Act 1990), excluding however work of the kind referred to in paragraph 33; and
 - b. work in the general medical, dental or ophthalmic services under Part II of the National Health Service (Scotland) Act 1978 (except in respect of patients for whom a hospital medical officer is allowed a limited "list", eg. members of the hospital staff).

Entitlement to Undertake Private Practice

41. Subject to the limits set out in paragraph 42 below, all practitioners (including locums) may undertake private practice or other work, provided that practitioners in grades other than consultant may undertake it only outside the times for which they are contracted to an employing authority.

Limitation on Earnings from Private Practice and Work Performed on NHS Patients by Separate Arrangement Outside the Practitioner's Principal Contract of Employment

42.a. Whole-time practitioners in the grades of consultant and associate specialist must certify annually (if their employing authority requests this, by the production of fully audited accounts) that their gross income from private practice (excluding any payments made for the use of NHS hospital facilities) and from work performed on NHS patients by separate arrangement outside the practitioner's principal contract of employment in accordance with paragraph 43 below does not exceed 10% of their gross salary (including any distinction award or discretionary point(s) held, but excluding any other fees, whether payable under these Terms and Conditions of Service or otherwise).

b. Where whole-time consultants' or associate specialists' certified private practice and paragraph 43 income exceeds 10% of their gross salary (as defined) for two consecutive years beginning 6 April, their contract will automatically be deemed to be a maximum part-time contract and their remuneration adjusted accordingly, with effect from 1 April in the year following, unless by that date they can show that they have taken effective steps to reduce their private practice and paragraph 43 commitments to enable them to comply with sub-paragraph 42.a. and this is substantially confirmed by their earnings return due at that time.

c. When consultants or associate specialists have been regraded under 42.b. above, they will not be able to exercise an option to return to whole-time status until two consecutive years have passed in which they can show that their private practice and paragraph 43 earnings have not exceeded the limit of 10%.

d. Unallocated.

e. Where private practice and paragraph 43 work is undertaken by whole-time practitioners outside the NHS places of work where they are contracted to provide a service, it shall be so limited that significant amounts of their time are not taken up in travelling to and from private commitments.

f. An employing authority may interpret failure to provide a certificate that a practitioner's private practice and paragraph 43 earnings have not exceeded 10% of the practitioner's whole-time NHS salary within three months of request as evidence that the practitioner concerned has private practice and paragraph 43 income in excess of 10% of his or her salary.

Treatment of Earnings from Work Performed on NHS Patients by Separate Arrangement Outside the Practitioner's Principal Contract of Employment

43. Earnings from work performed on NHS patients by separate arrangement outside the practitioner's principal contract of employment, eg. work under a contract between a practitioner and a GP fund holder, or work under a contract between a practitioner and an employing authority which is not subject to these Terms and Conditions of Service, shall be added to the income from any private practice for the purposes of the 10% earnings limit specified in paragraph 42 above. Income from the supply of family planning services under the terms of NHS Circular 1975(PCS)79 is not included under this provision and should not be counted.

CLINICAL AND SENIOR MEDICAL OFFICERS: ADDITIONAL WORK

44. An employing authority may permit a full-time senior medical officer (community medicine), senior clinical medical officer or clinical medical officer to undertake additional work remunerated on a sessional basis, provided the authority is satisfied that this does not conflict with the performance of his or her normal duties. In the case of SCMOs such work may represent managerial duties or highly specialist professional responsibilities.

45-48. Unallocated.

MEDICAL SUPERINTENDENTS AND DEPUTY MEDICAL SUPERINTENDENTS

49.a. Medical superintendents or deputy medical superintendents graded as consultant, SHMO or AS who are normally engaged for at least thirty-two hours a week in clinical work shall be remunerated in respect of the whole of their duties at the appropriate rate for their grade.

b. An allowance shall be paid to a clinician (whether whole-time or part-time) who holds an appointment as medical superintendent of one or more psychiatric hospitals or an appointment the duties of which require him or her to be the chief officer of such hospital or hospitals for the whole of the therapeutic sphere. This allowance will be superannuable. A deputy medical superintendent shall receive no part of this allowance.

c. The salaries of a medical superintendent and a deputy medical superintendent engaged wholly or partly in administrative duties who are not covered by sub-paragraph a. above shall be determined on an individual basis by the Joint Negotiating Committee. A medical superintendent whose duties are partly clinical and partly administrative and who holds an

appointment of the kind specified in sub-paragraph b. shall be entitled to the additional allowance under that sub-paragraph.

CHIEF OFFICERS OF NHS BOARDS

50.a. A chief officer of an NHS Board shall receive a supplement within the range set out in Appendix I, depending on the band within which his or her post falls and the weight of the post as assessed by his or her employing authority. "Chief Officer" means a director of public health or a chief administrative medical officer. The definition of the relevant bands for NHS Boards is set out below:

Band B -	Director of Public Health population 450,000 and over
Band C -	Director of Public Health population 250,000 - 449,999
Band D -	Director of Public Health population 50,000 - 249,999

Island Health Boards Population under 50,000

- b. Supplements shall be an element of remuneration and shall be superannuable.
- c. Population shall be reviewed annually at 1 April. The relevant population for this purpose shall be the Registrar General's estimate of the home population for the employing authority at the previous 30 June.
- i. If the home population for the employing authority increases to a higher population band for one year only, this shall have no effect on the minimum supplement. If the rise to a higher population band is confirmed by the next year's estimate, a review of the supplement payable should be completed within 6 months. Payment of any increased supplement following such a review shall be made with retrospective effect from 1 April of the previous year.
- ii. If the home population for the employing authority falls to a lower population band for one year only, this shall have no effect on the minimum supplement. If the fall in population is confirmed by the next year's estimate, a review of the supplement payable should be completed within 6 months. Where this would result in a reduction in the value of the supplement, an officer shall retain the cash value of his or her existing supplement for so long as that remains more favourable.

51.a. For so long as it is more favourable, a chief officer may opt to retain the cash value of his or her existing supplement, including any incremental progression, until such time as the value of the supplement is overtaken by the value of the supplement payable under the provisions of paragraph 50.a.

b. The incremental supplements for 1991-92, together with the supplement to DPHs of NHSBoards designated for teaching and the lead allowance are set out in NHS Circular PCS(DD)1992/6. They will not be subject to revaluation.

52-54. Unallocated.

PART-TIME HOSPITAL DOCTORS PROVIDING LIMITED SPECIALIST SERVICES

55. Practitioners appointed to the grade hold part-time hospital appointments to give limited specialist services in hospitals where direct consultant supervision cannot be provided.

The rate of remuneration linked on a sessional basis to the first two points on the consultant scale is set out in Appendix I.

56. All holders of such posts are required at periodic intervals to undergo such continuing training, including refresher courses, as will be arranged and required by the employing authority concerned.

57-60 Unallocated.

PART-TIME APPOINTMENTS

Assessment of Duties

61. For part-time practitioners in the grades of consultant, AS, SHMO, SHDO, hospital practitioner and part-time medical or dental officers (paragraph 94 or paragraph 105 appointments), the employing authority shall make a general assessment, in terms of notional half-days and fractions thereof, of the average time per week required by an average practitioner in the grade and specialty to perform the duties of the post. A notional half-day is regarded as the equivalent of a period of three and a half hours flexibly worked. In making this assessment, the employing authority shall take into account such duties as are set out at paragraph 30.c above. They should also take into account time necessarily required in travelling between home or private consulting-room, whichever is the nearer, and the hospital(s) or other place(s) of work served (unless the journey is one which the practitioner would undertake irrespective of his or her work for the employing authority), subject, unless the circumstances warrant exceptional treatment, to a maximum of half an hour each way in respect of journeys to the practitioner's main hospital or principal place of work. There should be excluded from the computation any element of time for committee work other than on behalf of the employing authority, and care of private patients under Section 57(2) of the National Health Service (Scotland) Act 1978. There shall also be excluded time required for domiciliary consultations (for which special fees are payable), and any time contracted for, and remunerated separately, under the provisions of paragraph 14. This paragraph shall also be used as the basis for assessing the minimum work commitment of maximum part-time practitioners - see sub-paragraph 13.b.

Rounding Up

62. Where a practitioner's appointment is with a single employing authority and in one grade only, any fraction of a notional half-day resulting from the assessment made in accordance with paragraph 61 above shall count as a notional half-day, so that the notional half-days resulting from the general assessment of duties of the practitioner's appointment shall always be in terms of whole numbers of notional half-days.

Remuneration of Part-Timers

63. The salary of a part-time practitioner in the grades of consultant, SHMO, SHDO and AS shall be one-eleventh of the appropriate whole-time salary for each notional half day, together, in the case of a part-time consultant, with the same proportion of any distinction award held, subject to the maximum in paragraph 69. In the case of a consultant or AS this should include a proportion of any Discretionary Point(s) granted.

Part-Time Appointments in the Staff Grade

64. A part-time practitioner shall be remunerated at one-tenth of the appropriate basic rate for each session. Such a practitioner contracts for an average work commitment equivalent to no more than 9 sessions a week, to be assessed in accordance with paragraph 17.

Part-Time Appointments in the CMO and SCMO grades

64a The time necessary to carry out the duties to be undertaken should be assessed as a proportion of 37 hours per week and a similar proportion of the full-time salary should be paid.

Part-Time Practitioners in the training grades

65.a. A practitioner in the training grades may contract with one or more employing authorities for an aggregate of less than 40 hours of duty per week.

b. Details of remuneration for a part-time practitioner in these grades can be found at paragraphs 21 and 22.

c. i. Pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, contributions must also be paid on any additional hours of duty a practitioner works between their contracted hours and a maximum of 40 hours per week.

ii. The employing authority must make arrangements to track and record these additional hours for pension purposes.

66-68. Unallocated.

Maximum Remuneration of Part-time Appointments

69.a. The maximum remuneration for part-time appointments shall be that appropriate to:

i. five notional half-days for practitioners in the HP grade and practitioners, other than those specified in sub-paragraph 69.a.ii, holding appointments under paragraphs 94 and 105;

ii. nine notional half-days for practitioners in the grades of consultant, AS, SHMO and SHDO, and for practitioners holding appointments under paragraphs 94 and 105 who also provide general medical or dental services under Part II of the National Health Service (Scotland) Act 1978;

iii. nine sessions for practitioners in the Staff Grade.

b. Where a practitioner holds part-time appointments with more than one employing authority, these maxima shall apply to the aggregate remuneration from all the employing authorities concerned.

c. These maxima shall not include payments made for an additional notional half-day contracted under paragraph 14 or in respect of exceptional consultations performed for an employing authority with whom the practitioner is not in contract, payment made in respect of work as locum tenens, payments for domiciliary consultations, fees paid for items of service related to family planning, payments for an additional session under sub-paragraph 16.b, and any allowance paid to practitioners holding appointments as medical superintendents of psychiatric hospitals.

JOB SHARING

70. Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the job sharing of a post in any grade shall be determined in accordance with the provisions of temporary Appendix X.

MULTIPLE APPOINTMENTS

71. Where a practitioner holds appointments in more than one grade other than the training grades and/or with more than one authority, the practitioner's remuneration in respect of each appointment shall be calculated in accordance with the method set out in paragraphs 72 to 75. However, a notional half-day arising from an additional session contracted under the terms of paragraph 14 or an additional session under sub-paragraph 16.b shall not be included in the calculation.

Multiple Appointments in One Grade

72. Where a practitioner holds appointments in one grade only:

a. each employing authority shall assess the number of notional half-days or sessions and fractions thereof per week in respect of the contract with that employing authority;

b. the total number of notional half-days or sessions so assessed shall be aggregated. Where the aggregate number of half-days includes a fraction of a half-day the total shall be rounded up to the next whole number;

c. the remuneration due under each contract shall be a fraction of the total salary calculated accordingly: the fraction being the number of notional half-days or sessions assessed by the employing authority under sub-paragraph 72.a. divided by the total number of notional half-days or sessions aggregated under sub-paragraph 72.b. before any fraction of a half-day in the total has been rounded up.

Multiple Appointments in More than One Grade

73. Where a practitioner holds appointments in more than one grade (whether with one employing authority or more), the practitioner's remuneration shall be calculated as follows;

- a. the total number of notional half-days or sessions shall be assessed as in sub-paragraphs 72.a. and b.;
 - b. for each grade in which a contract is held the notional total salary that would be payable if all the contracts were in that grade shall be calculated;
 - c. the remuneration due under each contract shall be a fraction of each notional total salary calculated as in sub-paragraph 73.a.; the fraction being determined as in sub-paragraph 72.c.
74. Not allocated.

Discounting of Notional Half-days or Sessions in Excess of Limit

75. If the number of notional half-days or sessions for separate appointments (or groups of appointments) when added together exceeds the limit for that type of appointment, there shall be excluded from the calculation (at all its stages) such number of notional half-days or sessions and fractions thereof as may be necessary to ensure that the limit is not exceeded, the practitioner being entitled to determine under which contract or contracts these notional half-days or sessions and fractions thereof shall be discounted.

Medical and Dental staff Holding More than One Contract of Employment in the NHS

76.a. A consultant or AS who holds under these Terms and Conditions of Service two or more appointments, one or more of which is with an NHS employing authority established under the National Health Service and Community Care Act 1990 and which taken together constitute whole-time employment under these Terms and Conditions of Service, shall be treated as a whole-time practitioner. Where a consultant or an AS holds such appointments, he or she may opt to be treated as either a whole-time or a maximum part-time practitioner, and the employing authority(ies) shall not unreasonably withhold agreement. The employing authority(ies) shall agree the appropriate adjustment to the practitioner's salary (and distinction award or discretionary point(s), if applicable) in accordance with paragraph 13, and the provisions of paragraphs 13 and 40-42 shall apply.

b. If a consultant or AS holds two or more NHS appointments, one or more of which is not under these Terms and Conditions, the "lead" employing authority shall:

- i. determine whether the practitioner holds the appointments taken together on a whole-time, maximum part-time, or other part-time basis; where the practitioner holds the appointments on a whole-time or maximum part-time basis, he or she may exercise the option in paragraph 13, subject to the provisions of paragraphs 40-42, and the authority shall not unreasonably withhold agreement;

- ii. where the practitioner is treated as a whole-time practitioner under i. above, apply the provisions of paragraphs 40-42; and for this purpose the gross salary referred to in paragraph 42 shall be regarded as the equivalent of the gross salary of a whole-time consultant or AS employed wholly under these Terms and Conditions of Service (including any distinction award or discretionary point(s), but excluding any other fees, whether payable under these Terms and Conditions of Service or otherwise).

The 10/11ths provision in paragraph 13.b shall be 10/11ths of the salary (and any distinction award or discretionary point(s)) payable for the commitment under these Terms and Conditions of Service.

77. Unallocated.

TEACHING AND RESEARCH

78. Where a consultant holds appointments with one employing authority or more and with the Medical Research Council and/or a University, which together constitute whole-time employment (excluding any notional half-day contracted under paragraph 14), and where the Medical Research Council or University appointment involves clinical work, the consultant shall have the option of being treated either:

a. as though he or she were employed on a part-time basis with each employing authority. In such a case the provisions of paragraphs 61 to 66 and 69 to 75 will apply for the purpose of calculating the consultant's remuneration from the employing authority; or

b. as though he or she were employed jointly on a whole-time basis.

Where the consultant elects to be treated under b., the salary rate paid by each separate employing authority shall be in accordance with the appropriate rates in the respective fields and the proportions of the whole-time rates payable shall be in accordance with the proportion of time spent in each part of the joint appointment. For the purposes of paragraphs 30 to 38, 40 to 42 and 275 to 315, the consultant shall be treated as if he or she were a whole-time practitioner.

79-80. Unallocated.

Honorary Appointments

81. Holders of clinical posts in medical or dental schools or with the Medical Research Council, and teachers, (including part-time clinical professors or heads of university clinical departments) who devote part of their time to NHS work, shall hold honorary (unpaid) appointments with the appropriate employing authority, but shall receive reimbursement of travelling expenses, expenses of candidates for appointment, subsistence allowances and postage and telephone expenses incurred in the performance of NHS duties. Such practitioners who hold honorary consultant appointments shall, however, be eligible for distinction awards and discretionary point(s), which shall be paid in accordance with paragraphs 82 to 86.

a. Practitioners in the training grades who are required as part of their approved training programme to work in non-NHS organisations shall be guaranteed continuity of service for employment purposes.

Whole-time Posts

82. Whole-time clinical teachers and research workers shall receive a proportion of any distinction award or discretionary point(s) made to them according to the average time per week for which they are engaged in clinical work, as follows:

Average number of hours of clinical work per week	Proportion of award payable
21 or more	The full amount
17.5 or more but less than 21	80%
14 or more but less than 17.5	65%
10.5 or more but less than 14	50%
7 or more but less than 10.5	35%
3.5 or more but less than 7	25%
an assessable amount of clinical work but less than 3.5 hours	15%

Practitioners Engaged in Private Practice

83. Whole-time clinical teachers who are, exceptionally, permitted to engage in private practice and to retain the fees therefrom, or to receive a consolidated sum in return for handing these fees to their employer, shall, for the purpose of determining the amount of any distinction award or discretionary point(s) payable, be treated as part-time clinical teachers and the provisions of paragraph 84 shall apply to them.

Part-time Posts

84. Part-time clinical teachers and research workers shall be paid fractions of any awards made to them on the same basis as part-time clinicians according to the amount of time spent in clinical work, subject to a maximum of that appropriate for nine notional half-days.

Teaching Duties Undertaken by Part-time Consultants

85. Consultants who hold paid part-time appointments with an employing authority and who undertake teaching duties concomitantly with their clinical work shall be permitted to retain any remuneration they may receive from the University or School in recognition of their teaching duties.

Joint Appointments

86. Consultants who hold appointments of the kind described in paragraph 78 and who have elected to be treated as whole-time practitioners under the provisions of sub-paragraph 78.b. shall, where necessary, also hold honorary appointments with the employing authority covering access to the place of work for clinical work arising out of the Medical Research Council or University part of the appointment and shall be eligible for distinction awards and discretionary points on the following basis.

- a. the amount of the distinction award or discretionary point(s) payable in respect of the contract with the employing authority (or authorities) shall be the same fractional proportion of the full award as the salary is of the whole-time consultant salary;
- b. the amount of the distinction award or discretionary point(s) payable by the employing authority (or authorities) in respect of the contract with the University or Medical Research Council shall be calculated in relation to the proportion which, on average, the time spent on clinical work arising from the University or Council contract bears to the total time under that contract, on the following basis:

Where the average time spent on clinical work under the University or Medical Research Council bears to the total time under contract a Proportion greater than or equal to:

The amount of the distinction award payable shall be the following proportion of the difference between the value of the full award and the amount payable under a. above:

6/11ths	The full amount
5/11ths	80%
4/11ths	65%
3/11ths	50%
2/11ths	35%
1/11th	25%
an assessable amount of clinical work but less than 1/11th	15%

GENERAL PRACTITIONER HOSPITAL UNITS

Staff Fund

87. The employing authority shall create a staff fund in respect of each hospital in which medical services are provided by general practitioners where they take full clinical responsibility for their patients. The fund shall be shared among the general practitioner staff as they may themselves determine.

In-patients

88. A payment should be made to the fund for each eligible bed (other than private pay-beds and maternity beds) in the hospital or unit. An eligible bed shall be defined as follows:

- a. in a hospital or unit in which average bed occupancy during the preceding calendar year exceeded 70%, the average number of staffed available beds during that year;
- b. in a hospital or unit in which average bed occupancy during the previous calendar year was 70% or less, the average daily number of occupied beds during the preceding calendar year multiplied by 1.2.

Beds Under the Control of a Consultant

89. Where beds in these hospitals or units are under the control of a consultant, the beds shall:

- a. be included in computing the staff fund if, in the absence of the consultant, responsibility for attending the patients is shared by the general practitioner staff;
- b. be excluded from the calculation if one or more general practitioners or other medical staff hold contracts with the employing authority whole-time or for a certain number of notional half-days for the purpose of attending to the patients in these beds, under the direction of the consultant.

Casualty Work

90. Where an employing authority decides:

- a. that it is necessary to maintain a casualty service in a hospital in which general practitioners have beds under their control, or exceptionally, where they do not; and
- b. that the casualty service can be most appropriately staffed by relying at all times at which service is offered upon general practitioners organising the service themselves and acting on their own clinical responsibility

payment should be made through the staff fund for such casualty work.

Basis of Payment

91. Except where the number of casualties seen is very small (for which, see paragraph 93 below) payment into the fund shall consist of:

- a. a flat-rate payment, to reflect the availability of the service; this being at the higher rate if the employing authority wish a twenty-four hour service to be provided and at the lower rate if a service is offered only for twelve hours or less (ie., only by day or only by night). Payment shall be made pro-rata to the appropriate rate if a service is not offered every day of the week;
- b. a sum calculated according to the annual number of notional half-days of actual clinical work required by the employing authority in order to provide the casualty service. A notional half-day shall be assessed in accordance with paragraphs 61 and 62 of these Terms and Conditions of Service.

Limit on Number of Sessions

92. The number of sessions under which payment is made under sub-paragraph 91.b. above shall not exceed nine sessions a week where a twelve hour (or less) service is provided and eighteen sessions per week for a twenty-four hour service, unless the Department after consultation with the profession's representatives shall otherwise direct.

Very Small Casualty Units

93. Where the number of new casualty attendances is expected to be less than two hundred a year, a sum shall be paid into the fund for each new attendance seen by a member of the staff participating in the fund.

APPOINTMENTS HELD ONLY BY PART-TIME PRACTITIONERS

Part-time Medical Officers

94.a. In convalescent homes, general practitioner maternity hospitals or other types of hospital where no other rate is appropriate, including general practitioner hospital units in respect of work not covered by payments into the staff fund, payment shall be made at the rates

set out in Appendix I for each weekly notional half-day or less a year, the notional half-days being assessed as in paragraph 61.

b. Where a practitioner holds appointments under this paragraph with more than one authority or holds one or more appointments under this paragraph and one or more part-time appointments under paragraph 61, the practitioner's remuneration in respect of each appointment shall be calculated in accordance with the methods set out in paragraphs 71 to 75.

95-103. Unallocated.

Occasional Work in the Scottish Blood Transfusion Service

104. Where a practitioner is not in contract with an employing authority and undertakes occasional work for the Scottish Blood Transfusion Service but is not engaged sufficiently frequently to make a part-time appointment under paragraph 94, appropriate payment shall be made, irrespective of the qualifications of the practitioner, on a sessional basis at the rates set out in Appendix I.

Part-time General Dental Practitioners

105. The remuneration of part-time general dental practitioner appointments shall be as provided for part-time medical officers in paragraph 94.

ARRANGEMENTS FOR COVER DURING ABSENCES AND LOCUM TENENS

Consultant, SHMO/SHDO and AS

106. Subject to paragraphs 112 and 113, practitioners shall be expected in the normal run of their duties to deputise for absent colleagues in these grades so far as is practicable, even if on occasions this should involve interchange of staff between hospitals. However, where the normal duties of an AS colleague involve sharing a duty rota with staff in the training grades, then consultants, SHMOs and SHDOs will not be expected to cover that part of the AS colleague's duties. Where appropriate these will fall to the AS's colleagues on the rota under sub-paragraph 110.c. When deputising is not practicable the authority (and not the practitioner) shall be responsible for the engagement of a locum tenens, but the practitioner shall have the responsibility of bringing the need to their notice. The authority shall assess the number of notional half-days required, a notional half-day being regarded as the equivalent of three and a half hours, the basis of the assessment being as in paragraphs 61 and 62.

Hospital Practitioner

107. A practitioner who holds a hospital practitioner post under the provisions of sub-paragraph 69 a. may also act as a locum in a hospital practitioner post, provided that the total number of locum sessions shall not exceed twenty-five in any one financial year.

Staff Grade

108.a. Subject to paragraph 112, practitioners are liable so far as is practicable to deputise for absent colleagues in the same or other grades who participate in the same duty roster. Such liability is confined to absences due to:

- i. annual and study leave; or to
- ii. other forms of leave and unfilled vacancies not exceeding two weeks.

Where no liability arises, deputising shall be subject to the practitioner's agreement. Where deputising is not practicable, the employing authority, and not the practitioner, shall be responsible for the engagement of a locum tenens. The employing authority shall assess the number of sessions required, each session being regarded as four hours and the basis of the assessment being as in paragraph 17.

b. Where practitioners undertake duty in accordance with this paragraph which falls outside their normal contracted hours and their commitments under sub-paragraph 15.iii and iv, the employing authority shall, where practicable, allocate an equivalent off-duty period. If it appears to the employing authority that such allocation has not been or is unlikely to be made within six months, or by the terminal date of the practitioner's contract if sooner, payment shall be made retrospectively for the actual amount of duty undertaken. Payment shall be at one-tenth of the weekly locum rate set out in Appendix I for each session, subject to a maximum of fifty sessions in any one financial year.

109. Unallocated.

Training Grades

110.a. Subject to paragraphs 112 and 113, and to sub-paragraphs b. to g. below, practitioners in the training grades shall be expected in the normal run of their duties, and within their contract and job description, to cover for the occasional brief absence of colleagues as far as is practicable (for the purposes of paragraph 110, a colleague is another practitioner participating in the same duty rota or shift).

b. Sick colleagues will normally be covered only for short periods of absence. Any additional cover required for sickness shall be provided under the terms of sub-paragraph e. below.

c. Account should necessarily be taken in the job description of the need to provide cover for annual and study leave of colleagues, provided always that the resulting increase in duties does not cause a practitioner's average weekly hours to exceed the limits set out in paragraph 20. Such prospective cover shall not extend to other forms of leave or to vacant posts.

d. In addition, practitioners will be prepared to perform duties in occasional emergencies and unforeseen circumstances without additional remuneration but may be granted time off in lieu at the discretion of the employing authority. Commitments arising in such circumstances are, however, exceptional and practitioners should not be required to undertake work of this kind for prolonged periods or on a regular basis.

e. In circumstances other than those in b. to d. above, eg. where cover is required for a practitioner on maternity leave or for a temporarily vacant post, the employing authority (and not the practitioner) shall be responsible for the engagement of a locum tenens to undertake work which in their view must be carried out, but the practitioner shall have the responsibility of bringing the need to their notice. The employing authority shall assess the number of hours required.

f. Arrangements for engaging locums shall, wherever practicable, be made in advance of need.

g. Practitioners on a 1 in 2 rota shall not be obliged to contract prospectively to cover for a colleague during the latter's absence on annual or study leave. Where cover is required, every effort should be made to obtain a locum under the terms of sub-paragraph 111.d. Where such a locum cannot be obtained, the employing authority may contract with a practitioner to provide locum cover under the terms of sub-paragraph 111.c.

LOCUM PRACTITIONERS: BASIS OF CONTRACT

111.a Practitioners in the training grades may be employed on a locum tenens basis by their own employing authority but not within the hours for which they are already contracted and provided that such employment does not cause their average weekly hours to exceed the limits set out in paragraph 20 (except in circumstances where they are acting up as a consultant).

b. Practitioners in the training grades shall not undertake locum medical or dental work for any other employer where such work would cause their contracted hours to breach the controls set out in paragraph 20 (except in circumstances where they are acting up as a consultant).

c. A practitioner employed in a training grade (except Locum Appointment for Training) accepting an appointment as on a locum basis (see sub-paragraph 110.f) in any of these grades, in a hospital identified in the job description applicable to the practitioner's main employment, will contract for each hour in such appointments at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Appendix I, or shall be entitled to receive a day's leave for each week night (the night of Friday/Saturday being classed as a week night) or complete Saturday (including the night of Saturday/Sunday) or Sunday (including up to the start of normal duty on Monday morning) of additional duty. The taking of such leave shall be subject to the needs of the service and to the authority's approval. Any such leave which has not been taken within twelve months or by the end of the practitioner's contract, whichever is the earlier, shall be relinquished. Payment shall be made retrospectively under the terms of this sub-paragraph for the actual amount of additional duty undertaken at the time and for which the practitioner has not otherwise been paid and has been unable to take leave in compensation.

d. A practitioner engaged as a locum for a week or less in a training grade (except Locum Appointment for Training) in circumstances other than those described in c. shall be paid at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in Appendix I.

e. A practitioner engaged as a locum for less than 40 hours of duty per week in a training grade (except Locum Appointment for Training) in circumstances other than those described in c. above, shall contract for hours on the basis set out in paragraph 65 and, in accordance with the pay banding arrangements with effect from 1 December 2000, at the rates set out in Appendix I.

ACTING UP ALLOWANCES

112. An acting-up allowance shall be payable to a practitioner who with the approval of the employing authority takes over the full range of duties and responsibilities of a grade senior to his or her own, subject to the following provisions:

a. when a consultant is absent for more than a qualifying period of fourteen days other than on annual or professional leave within the recommended standard for the senior grade, and arrangements cannot be made either for cover by other consultants or for a locum to be engaged, a practitioner below the grade of consultant shall be paid for acting-up if the employing authority consider it is practicable for the practitioner to take over the full range of duties and responsibilities of the absent consultant without supervision;

b. the allowance shall be such as to bring the practitioner's rate of pay to the rate of pay he or she would receive on promotion to the senior grade;

c. payment of the allowance shall have effect from the first day of the qualifying period;

d. for the purposes of paragraphs 1, 15 to 24, 27 and 28, 49, 121 to 134, 140 to 149, 165 and 166, 205 and 206, 277 to 284 and 311, periods acting-up in a grade shall be treated as service in that grade. Paragraphs 190 and 191 shall not apply to a practitioner in respect of an appointment in which he or she is acting-up. Provision for protection of salary in paragraph 131 excludes acting-up allowances;

e. continuity of a period of acting-up will not be broken by days on which the practitioner is not required to be on duty; continuity will normally be broken by absence on leave of any kind of more than fourteen days and a further qualifying period of fourteen consecutive days will be required after such absence. Where a practitioner acts-up for a long period, he or she will be entitled to take in addition, without breaking continuity, whatever annual leave in excess of fourteen days the practitioner has earned in the grade in which he or she is acting up;

f. exceptionally, a practitioner may be paid for acting-up in a post below the grade of consultant where the employing authority, in consultation with the responsible consultant, finds that no other means of reallocating the duties and responsibilities of a post are practicable.

REMUNERATION OF LOCUM PRACTITIONERS

Consultants

113.a. Payment shall be made to a locum engaged to fill a consultant post at the rates set out in Appendix I. The higher rate is payable to a retired consultant, who before his or her retirement was paid at the maximum point of the salary scale. In this context, a retired consultant is a practitioner who does not hold any regular paid appointment under these Terms and Conditions

of Service and whose last regular appointment as a consultant (whether paid or honorary) came to an end either:

- i. when the practitioner was at or over the minimum age at which the practitioner could receive an age retirement pension under his or her scheme; or
 - ii. as a result of compulsory redundancy, irrespective of the age at which this occurred.
- b. A locum consultant may receive domiciliary consultation fees.
 - c. Such a locum must have full registration.

Associate Specialists

114. Payment shall be made to a locum AS at the rate set out in Appendix I.

Other Posts

115.a. Subject to paragraph 108, locum practitioners in the Staff Grade shall be paid at the rate set out in Appendix I. The maximum remuneration shall be that appropriate to thirteen sessions for whole-time appointments and to nine sessions for part-time appointments. Sub-paragraph 16.b shall apply to locum practitioners, provided that the period of notice shall not exceed the term of the contract.

b. Locum practitioners engaged to fill posts in other grades shall, subject to paragraph 111, be paid at the rates set out in Appendix I.

Maximum Remuneration for Part-time Locum Consultants, AS and SHMO/SHDO

116. The maximum remuneration (excluding fees) of a locum practitioner engaged on a part-time basis in these grades shall be that appropriate to nine notional half-days a week.

APPLICATION OF TERMS AND CONDITIONS OF SERVICE TO LOCUM PRACTITIONERS

117. The following paragraphs of these Terms and Conditions of Service do not apply to practitioners engaged as a locum tenens: 1 to 11, 190 and 191, 196 to 198 and 201 to 210. Paragraph 314 (removal expenses) shall only apply at the discretion of the employing authority. All other provisions of these Terms and Conditions of Service apply to locums, subject to the provisions of paragraphs 147, 211 to 213, 241 and 289.

REGISTRATION OF LOCUM PRACTITIONERS

118. A medical practitioner engaged as a locum consultant shall be fully registered. A medical practitioner engaged as a locum for any other grade of staff shall have full or limited registration, save that a medical practitioner with provisional registration may be engaged as a locum in an FHO1 or HO post that is normally occupied by a doctor with such registration. A dental practitioner engaged as a locum consultant should be a registered dental practitioner or a fully registered medical practitioner. For dental posts other than consultant, practitioners

appointed as locums should be either registered or temporarily registered dental practitioners, or fully or limited registered medical practitioners.

119-120. Unallocated.

STARTING SALARIES AND INCREMENTAL DATES

121. Except as provided elsewhere in these Terms and Conditions of Service, practitioners shall on appointment be paid at the minimum point of the scale for a post in the grade to which they are appointed; and their incremental date shall be the date of taking up their appointment.

COUNTING OF PREVIOUS SERVICE

Regular Appointments

122.a. Where practitioners are appointed to a post in a grade having already given regular service in one or more posts in that grade or a higher grade (measured in terms of the current maximum rate of whole-time or full-time salary), all such service shall be counted in full in determining their starting salary and their incremental date, provided that service:

- i. in the consultant grade prior to 1 April 1975; or
- ii. in the AS grade, or in grades treated as equivalent thereto, prior to 1 April 1978,

shall count at the rate of one half.

Locum Posts

123.a. Where practitioners have held a regular appointment in a grade or higher grade, all subsequent locum service in that grade (or higher grade) shall count towards incremental credit as though it had been service in a regular post.

b. Except as provided for below, all locum service in other cases of three or more continuous months' duration (as defined in paragraph 213) in the same or a higher grade shall count towards incremental credit at the rate of one half on regular appointment to that grade.

c. Service before 1 April 1975 as a locum consultant or before 1 April 1978 in a locum capacity as an AS, or in a grade treated as equivalent thereto, shall, subject to the conditions in sub-paragraph b. above, count at the rate of one quarter.

Counting of Service while on Leave

124. Absence on leave with pay under paragraphs 205 to 211, 214 to 242 and 250 to 262, or absence on leave without pay in the circumstances referred to in paragraph 192, shall count for incremental purposes.

Service outside NHS hospitals, Public Health and Community Health Services

125. Employing authorities will in determining the starting salaries of medical and dental staff employed under these Terms and Conditions of Service take into account equivalent service or service in a higher grade outside the NHS hospital public health and community health services, other than as locum tenens, subject to any guidance issued by the Department.

INCREMENTS ON FIRST APPOINTMENT TO A GRADE

Consultants

126. When a consultant is appointed, the starting salary shall be determined in accordance with paragraphs 121 to 125. Where a consultant with less than two years' equivalent service (paragraph 125) is first appointed to the grade, employing authorities shall have discretion to fix the starting salary at either of the two next incremental points above the minimum by reason of:

- i. equivalent service; or
- ii. any or all of the following - service in HM Forces, or in a developing country, age, special experience, qualifications,

provided the total salary does not exceed the second incremental point of the scale.

Associate Specialist

127. When an AS is appointed to the grade, the starting salary shall be determined in accordance with paragraphs 121 to 125, provided that:

- i. all but the first two years of completed registrar service or service in a higher grade or their equivalent (paragraph 125) may be counted for incremental purposes, subject to paragraphs 122 to 124;
- ii. where the starting salary so determined is at the minimum or first incremental point, the employing authority shall have discretion to fix the starting salary at the first or second incremental point by reason of age, special experience and qualifications taken as a whole.

Staff Grade

128. Employing authorities may appoint a staff grade practitioner at any point on the scale, including the optional points. In determining the starting salary, the employing authority shall make reference to the appropriate guidance issued by the Department and take account of the skills, experience and qualifications of the practitioner including:

- i. time spent in NHS employment, including periods of locum appointment;
- ii. equivalent service outside the NHS;
- iii. relevant qualifications obtained in postgraduate education and experience gained through research and teaching.

129. Unallocated.

Specialist/Specialty Registrar

130. On first appointment as a SpR or StR, one increment and one only shall be given for any year or part of a year in excess of two spent previously in the SHO and/or FHO2 grade.

Hospital Practitioner

131. Employing authorities shall have discretion to fix the starting salary of a hospital practitioner on first appointment to any of the three next incremental points above the minimum of the scale by reason of age, special experience and qualifications taken as a whole.

Protection

132a. Where a practitioner in a career grade takes an appointment in a training grade which is recognised by the appropriate authority as being for the purpose of obtaining approved training (which may include training to enable a practitioner to follow a career in another specialty) and the practitioner has given continuous service in a career grade post or posts for at least 13 months immediately prior to re-entering training, the practitioner shall, while in the training grade, continue to receive a salary protected on the incremental point, pay point or threshold the practitioner had reached in his or her previous career grade appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to a career grade post, the practitioner's starting salary should be assessed as if the period spent in the approved training post had been continuing service in the previous career grade. Where a practitioner re-entering training from a career grade has held a recognised training post (or equivalent service overseas) in the 13 months of contracted employment prior to re-entering training, the intervening period spent in the career grade shall be taken as continuing service in the training grade, and the practitioner will be re-appointed on the appropriate incremental point of the training grade scale. Where pay in the earlier training post was already protected under these provisions, such protection shall continue. Practitioners whose previous appointment was in the Northern Ireland, Isle of Man or Channel Islands hospital service are eligible for protection of salary under the terms of this paragraph.

General Practitioners

132.b. On entry to a post under these terms and conditions of service a general practitioner who has been vocationally trained and has 4 years experience as a principal in general practice, or a general practitioner who has at least 8 years post-registration experience including at least 5 years as a principal in general practice, shall have entitlement to protection either of his or her superannuable income in his or her last complete year of practice uprated by the factor determined for the purpose of regulations 71(2)(a) of the National Health Service Superannuation Regulations 1980 (SI 1980 No 362) or at the current rate of the second incremental point on the consultant scale, whichever is the lower.

Promotion Increase

133.a. Subject to sub-paragraph b. below, where practitioners have been paid in their previous regular appointment at a rate of salary higher than or equal to the rate at which they would (were it not for this provision) be paid on taking up their new appointment, then their starting

salary in the new appointment shall be fixed at the point in the scale next above that previous rate, or at the maximum if that previous rate were higher.

b. Where the previous appointment was a part-time medical or dental officer under paragraph 94 or 105, sub-paragraph a. shall apply only where that appointment has been held for twelve months or more.

c. Where a practitioner has been paid on one of Points 1, 2, 3, 4 or 5 of the Senior House Officer scale for a period of 5 months or more in their last appointment prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.

d. Where a practitioner is appointed to the Specialty Registrar grade from the SHO grade transitional arrangements will be as set out in NHS Pay Circular PCS(DD)2007/7.

Hard to Fill Consultant Posts

134. If a consultant post has been vacant for at least a year and has been unsuccessfully advertised at least twice, an employing authority may advertise the post at the maximum of the salary scale excluding Discretionary Point(s). When such a post is filled, other consultants whose principal commitment is in the same place of work and specialty as the principal commitment of the advertised post shall be entitled to be advanced to the maximum of the salary scale from the date that their new colleague takes up post.

INTERPRETATION

135. For the purposes of paragraphs 121 to 134:

a. the rate of salary for a part-time practitioner shall be taken to be the corresponding point in the salary scale, except for a practitioner employed as a part-time medical or dental officer under paragraphs 94 or 105, for whom it shall be the maximum amount appropriate to nine notional half-days.

b. service in a part-time or honorary appointment shall count in exactly the same way as service in a whole-time appointment;

c. the rate of salary in the previous post shall be taken to be the present rate of remuneration for such a post, whether or not this rate was in fact paid;

d. the rate of salary in the previous post of a practitioner shall be inclusive of any allowance paid for acting as Medical Superintendent and of the allowance to SHMOs or SHDOs occupying posts graded as consultants. It shall exclude other fees payable by the employing authority or allowances for junior doctors in peripheral places of work;

e. A practitioner entitled to protection under paragraph 132a shall continue to receive the leave entitlement of his or her previous post and shall receive the appropriate training grade salary plus the supplement or his or her protected salary, whichever is the greater, except that where the salary is protected at a point on the training grade scales the supplement for the new post shall be paid in any case. The appropriate training grade salary shall be determined as the point on the training grade incremental scale previously reached, plus

recognition of service in the same or a higher grade subject to the provisions of paragraph 123 and such guidance as may be published from time to time. For career grade practitioners entering a training grade, the basic salary paid in the previous appointment shall also, for protection purposes, not include any payments for an additional notional half-day under paragraph 14, additional sessions under paragraph 16, payments for extra/additional Programmed Activities, out of hours or on-call, or a salary supplement, as appropriate, for which the practitioner was contracted in that career grade appointment. The practitioner will, however, be entitled to have total pay in the training post calculated as if the duties contracted for in the training post had been carried out under the relevant terms of the career grade contract held before re-entry to training.

f. Not allocated.

136. For the purposes of paragraphs 121 to 134, service in the hospital service of Northern Ireland, the Isle of Man and the Channel Islands shall count as a service in the equivalent grade in an NHS hospital.

137-139. Unallocated.

DOMICILIARY CONSULTATIONS

Definition

140. A domiciliary consultation shall, for the purposes of these Terms and Conditions of Service, be understood to mean a visit to the patient's home, at the request of the general practitioner and normally in his or her company, to advise on the diagnosis or treatment of a patient who on medical grounds cannot attend hospital. Visits not falling within this definition include:

- a. a visit made at the instance of an employing authority or specialist to review the urgency of a proposed admission to hospital or to continue or supervise treatment initiated or prescribed at a hospital or clinic;
- b. a visit for which a separate fee is payable as part of work undertaken in the community health services;
- c. in the case of dental staff, a visit undertaken as part of a practitioner's responsibilities within the community dental services.

Fees

141.a. Subject to the provisions of b. below and paragraphs 143 to 145 and 148, a fee shall be paid for each consultation at the standard rate set out in Appendix I.

b. Where a practitioner is called for domiciliary consultation and sees on the same occasion in the same residence or institution more than one clinically related case, a consultation fee shall be payable at the standard rate for the first such case seen, and at the intermediate rate for up to three such further cases. Where more than four clinically related cases are seen, no additional fees shall be payable for such subsequent cases.

Additional Fees

142. An additional fee shall be payable:

- a. at the intermediate rate where an operative procedure other than obstetrics is undertaken or where the practitioner uses his or her own electrocardiograph, portable x-ray or ultrasonography apparatus, or portable audiometer;
- b. at the standard rate for an obstetric operation, or for the administration of a general anaesthetic for any operative procedure.

Series of Consultations

143. Where:

- a. a pathologist carries out a series of domiciliary consultations in connection with anti-coagulant therapy, or to supervise treatment with cytotoxic drugs; or
- b. exceptionally, a psychiatrist and an anaesthetist jointly carry out a series of domiciliary consultations to administer electro-convulsive therapy,

fees at the standard rate (plus any additional fee or fees where appropriate) shall be payable for each consultation. Unless a general practitioner, for clinical reasons, considers that a patient requires more than three visits, the payment shall be limited to an overall maximum of three consultation fees during any one illness.

144. Unallocated.

Ophthalmologists

145. Where an ophthalmologist completes form BP1 under collaboration arrangements, in the course of or following a domiciliary visit for hospital purposes, ie. without a further visit being necessary, a combined fee shall be paid (by his or her employing authority).

Long Distance Payment

146. The employing authority shall make a payment in respect of travelling time, additional to the fees set out above and to the normal travelling and subsistence expenses, at the lower rate for a journey to a place over twenty and up to forty road miles distance, with an additional fee at the lower rate for every further twenty miles outward.

Locum Tenens

147. Locum consultants shall receive fees for domiciliary consultations in the same way as consultants holding permanent appointments.

Maximum Number of Visits

148.a. A practitioner shall not receive fees for more than three hundred domiciliary consultations in a year.

b. Where a practitioner is called for domiciliary consultation and sees on the same occasion in the same residence or institution more than one clinically related case, this shall count as a single domiciliary consultation for the purpose of a. above.

Replacement of Drugs

149. Where an anaesthetist provides his or her own consumable drugs in the course of domiciliary visits, he or she shall be entitled on request to secure replacement of these drugs free of charge through the hospital service, except where he or she is paid an additional fee.

150-154. Unallocated.

EXCEPTIONAL CONSULTATIONS

Consultants

155. A consultant who has no contract with the employing authority but who is called in exceptionally for a special visit (eg. because of his or her unusual experience or interest) shall be paid a fee (see Appendix I), to include any operative work, etc. This, however, shall not apply in respect of calls of this kind made on the services of retired consultants who hold honorary (unpaid) appointments.

156. Unallocated.

General Practitioners

157. A general practitioner not on the staff of a hospital, but called in exceptionally to render a specific service in emergency, shall be paid a fee (see Appendix I), unless the service rendered falls within his or her terms of service under Part II of the National Health Service (Scotland) Act, 1978.

158-164. Unallocated.

LECTURE FEES

Lectures to Non-medical or Non-dental Staff

165. Fees for lectures to nurses and other non-medical and non-dental staff shall be at the rates set out in Appendix I. Any fees shall be limited to the number of lectures authorised for the subject in question.

Lectures to Doctors or Dentists

166. Where a practitioner gives a lecture on a professional subject to a group of doctors and/or dentists - whether or not general practitioners or other professional staff are present - a fee shall be payable to the lecturer by the authority which employs the majority of the doctors and/or dentists expected to attend, or, where this does not apply, by the authority employing the lecturer, subject to the following conditions:

- a. the lecture shall form part of a programme of postgraduate education approved by the authority; and
- b. a fee shall not be payable by some other body in respect of the same lecture; and
- c. a fee shall not be payable to a practitioner for teaching, during the course of the practitioner's clinical duties, other practitioners who are working under his or her clinical supervision.

Where a fee is payable, travelling and subsistence expenses may also be paid where appropriate.

167-172. Unallocated.

CHARGES FOR RESIDENCE

Compulsorily Resident Practitioners

173.a. A practitioner who is required, whether as a condition of his or her appointment, or statutorily, to reside in his or her place of work shall be provided with accommodation without charge. Should the practitioner elect to occupy alternative accommodation for which a rent is payable, the employing authority shall abate the rental charge up to the cost of the accommodation which would otherwise have been provided.

b. Where any other practitioner, other than one to whom paragraphs 174 and 175 apply, is required to stay overnight in his or her place of work while as part of an on-call rota or partial shift system, no charge shall be made for the necessary accommodation.

Voluntary Resident Practitioners

174. Where a practitioner resides in his or her place of work voluntarily a charge for the accommodation should be made and, provided consent is given, deducted from his or her remuneration. Lodging charges for existing accommodation will be increased at the same time, and by the same percentage, as increases in junior doctors' pay. Lodging charges may, where appropriate, be further increased by reasonable amounts to be determined by local negotiation and agreement, in order to phase a move towards charges which reflect the standard of accommodation provided and notional local market value. Lodging charges for new accommodation will be determined by local negotiation and agreement to reflect the standard of accommodation provided and notional market value.

Abatement of Voluntary Lodging Charges

175.a. Charges made for accommodation should reflect the standard and amenities provided. Should those standards fall below the minimum stipulated in HDL(2001)50, employing authorities must provide the accommodation free of charge until such time as improvements have been completed.

b. Practitioners who are required to stay overnight in their place of work as part of an on-call rota or partial shift system one night in seven or more often, but who are not eligible for free accommodation under paragraph 173, shall pay the following proportion of the lodging charge:

Required to stay overnight	Proportion
One night in three	0%
One night in four	35%
One night in five	55%
One night in six or seven	75%

Charges During Annual Leave

176. The charges set out in paragraph 174 are calculated on the basis that the practitioner has the use of the accommodation for fifty-two weeks. Subject to paragraphs 177 and 178, the charges should be deducted pro rata from the practitioner's remuneration over the whole period during which the practitioner has the use of the accommodation. No charge should be made for any continuous period of seven days or more during which the accommodation is vacated.

Charges During Sick Leave

177. Residence charges shall not be abated during the first week of sick leave, but thereafter, if a practitioner is suffering from an illness for which hospital treatment as an in-patient is required, or is absent from NHS accommodation on sick leave, no charge shall be made.

Charges During Study or Special Leave

178. No charge shall be made when a practitioner is absent on study leave or special leave for more than a week and is not being paid any expenses in respect of his or her subsistence away from the place of work.

179-181. Unallocated.

Charges for Meals

182. All practitioners, whether resident or non-resident and whether on-duty or off-duty shall, other than in exceptional circumstances, pay for meals and other refreshments provided by the employing authority.

183-185. Unallocated.

MEDICAL EXAMINATION ON APPOINTMENT

186. The passing of a medical examination shall be a condition of appointment of all practitioners within the scope of the National Health Service Superannuation Scheme, other than those who were transferred under the National Health Service (Scotland) Act, 1947, or who held hospital appointments at 4 July 1948. The fee for examination shall be paid by the appointing authority, except that, where, at the instance of a candidate who has failed to pass the first examination, a second examination is carried out by one or more doctors approved by the appointing authority, any fee for such examination shall be paid by the candidate.

Form of Certificate

187. The examining doctor shall be asked to certify that the candidate is "free from any disease or physical defect which now impairs his or her capacity satisfactorily to undertake the duties of the post for which he or she is a candidate".

House Officers

188. Despite the foregoing requirement, a medical or dental practitioner who fails to pass the medical examination shall not be refused an appointment as HO, FHO1 or FHO2 unless the practitioner's employment is likely to be prejudicial to the health of his or her patients or colleagues. In the case of practitioners so appointed, however, the passing of a medical examination shall be an essential condition of appointment to a post in any grade other than HO, FHO1 or FHO2.

DISCIPLINARY PROCEDURES

189. Section 42 of the General Council Conditions of Service shall apply subject to the reservations set out in paragraphs 2 and 3 thereof.

Termination of Employment: Representations Against Dismissal

190.a. Subject to sub-paragraph (c), a consultant, SHMO, SHDO, AS, senior clinical medical officer, senior medical officer (community medicine), clinical medical officer on or above the 6th point of the salary scale or hospital practitioner who considers that his or her appointment is being unfairly terminated may appeal to Scottish Ministers against the termination by sending to the Scottish Ministers a notice of appeal at any time during the period of notice of termination of his or her appointment.

b. A practitioner appealing under sub-paragraph (a) shall send a full statement of the facts of his or her case to Scottish Ministers within:

i. the period of 4 months beginning with the date on which the practitioner received notice of termination of his or her contract, or

ii. where Scottish Ministers are satisfied that it was not reasonably practicable for a statement of facts to be presented before the end of that period of 4 months, such further period as Scottish Ministers may permit.

If the practitioner fails to do so, the appeal shall be treated as having been determined by a decision confirming the termination of his or her appointment.

c. There is no right of appeal under sub-paragraph (a) where:

i. the practitioner is ordinarily required to work in the hospital and community health service (HCHS) for no more than 5 NHDs and the practitioner has income from other NHS medical or dental work equal to or greater than the income from the appointment being terminated,* or

ii. subject to sub-paragraphs (d) and (e), where the termination is on the sole ground of personal misconduct*. "Personal Misconduct": for the purpose of this paragraph shall mean "performance or behaviour of practitioners due to factors other than those associated with the exercise of medical or dental skills".

* Section 42 of the General Whitley Council Terms and Conditions provides a mechanism for appeal where a practitioner is excluded by this provision from an appeal under paragraph 190. Where such an appeal is made, the panel set up by the employing authority should include one professional member appointed from outside the employing authority at the same grade and in the same (or related) specialty as the practitioner concerned.

d. A practitioner who considers that his or her appointment is being unfairly terminated on the sole ground of personal misconduct and who does not agree that his or her conduct could reasonably be described as personal misconduct may, within the period of one month beginning with the date on which the practitioner received notice of termination of his or her employment, require Scottish Ministers to refer to a panel the question whether his or her appointment is being terminated on the sole ground of personal misconduct.

e. The panel shall comprise the Chief Medical Officer or Chief Dental Officer of the Department (as appropriate) the Chairman of the Scottish Joint Consultants Committee, or their deputies, and an advocate or solicitor not in the employment of the government legal service or any employing authority. The panel shall decide whether or not the termination is on the sole ground of personal misconduct and notify the practitioner and the employing authority terminating the appointment accordingly. If the panel decides that the termination is not on the sole ground of personal misconduct, the practitioner may (if he or she has not already done so) appeal in accordance with sub-paragraph (a) within the period of one month beginning with the date of the notification to the practitioner of the panel's decision and the time allowed for the purposes of sub-paragraph (b) shall be two months from the date of such notification.

f. On receipt of a notice of appeal from a practitioner entitled under sub-paragraph (a) and (c) to appeal Scottish Ministers shall:

i. request the employing authority to give its written views on the case:

ii. refer the case for advice to a professional committee consisting of representatives of Scottish Ministers and representatives of the practitioner's profession and chaired by the Chief Medical Officer or Chief Dental Officer of the Department or their deputies.

g. The employing authority shall send to Scottish Ministers its written views within the period of 2 months following the date of the request made in accordance with sub-paragraph (f)(i) ("the request date"). If the employing authority fails to do so and unless Scottish Ministers extend the period for such further period as Scottish Ministers think reasonable in a case where Scottish Ministers are satisfied that it was not reasonably practicable for the employing authority's views to be presented within two months from the request date, the appeal shall be treated as having been determined by a decision to direct that the practitioner's appointment be continued.

h. The professional committee -

i. shall be assisted by an advocate or solicitor;

ii. may, if it thinks fit, interview the practitioner and representatives of the employing authority;

iii. shall, so far as is reasonably practicable, hold any such interview no earlier than one month, and no later than three months, after receipt by Scottish Ministers of the employing authority's views;

iv. shall give its advice to Scottish Ministers.

i. Where it appears to the professional committee that a solution other than confirmation of termination or continuance of the appointment may be appropriate, it shall:

i. ascertain as far as possible the extent to which such a solution is likely to be acceptable to the practitioner and the employing authority, and

ii. include in any advice given to Scottish Ministers to arrange such a solution its assessment of the extent to which it would prove acceptable to the practitioner and the Authority.

j. In the light of the professional committee's advice, Scottish Ministers shall, as far as is reasonably practicable, within the period of 3 months of the date of the professional committee having considered the case -

i. confirm the termination of the practitioner's appointment;

ii. direct that the practitioner's appointment continue; or

iii. arrange some other solution agreeable to the practitioner and the employing authority.

k. The termination of the practitioner's appointment shall not have effect while an appeal duly made in accordance with sub-paragraph (a) or a matter duly referred in accordance with sub-paragraph (d) is under consideration. Where a decision is not given before the expiry of the period of notice of termination of the appointment, the notice shall be extended by the employing authority until the decision is given (and, in the case of a referral under sub-paragraph (d) until any time allowed by sub-paragraph (e) for appealing has expired). If Scottish Ministers so direct, the period of notice shall be further extended as Scottish Ministers

may direct in a case where Scottish Ministers give a decision to arrange a solution other than confirming the termination of the practitioner's appointment or directing that his or her appointment continue.

Alternative Employment

191. It is understood that, where a local change of organisation in NHS services involves displacement or serious disturbance of the services of a practitioner to whom paragraphs 7 or 190 apply, the employing authority recognises that it has a moral obligation to render the greatest possible assistance to the practitioner with a view to his or her obtaining comparable work elsewhere in the NHS.

Appointment for Limited Period

192. Where an employing authority grants leave without pay to a practitioner to permit the practitioner to accept a short-term appointment of not more than three years in an overseas university or other position of similar standing, the vacancy so created may be filled by another appointment for a limited period. Paragraphs 190 and 191 shall not apply to a practitioner appointed for a limited period in these circumstances in respect of the termination of his or her appointment at the end of that period. If the practitioner is in the appropriate grade, the procedure set out in paragraph 190 shall apply if his or her appointment is being terminated in other circumstances.

193-194. Unallocated.

Statutory Minimum Period of Notice

195. An employing authority shall give as the minimum period of notice to terminate the employment of a practitioner (unless the period specified in paragraph 196 is longer) who has been continuously employed for at least four weeks:

- a. one week's notice if the period of continuous employment is less than two years;
- b. one week's notice for each year of continuous employment if the period of continuous employment is at least two but less than twelve years;
- c. twelve weeks' notice if the period of continuous employment is twelve years or more.

The minimum period of notice to be given to his or her employing authority by a practitioner who has been continuously employed for at least four weeks shall be one week.

The period of continuous employment shall be computed in accordance with Schedule 13 of the Employment Protection (Consolidation) Act 1978.

Contractual Minimum Period of Notice

196. The agreed minimum period of notice by both sides for practitioners in regular appointments shall, unless the statutory minimum periods specified in paragraph 195 are longer, be as follows:

FHO1 or HO	two weeks
FHO2, StR(FT) or SHO	one month
SpR or StR	three months
Part-time medical or dental officer (paragraphs 94 and 105)	two months
All other practitioners	three months

Application of Minimum Periods

197. These arrangements shall not prevent:

- a. an employing authority or a practitioner from giving, or agreeing to give, a longer period of notice than the minimum set out in paragraph 195;
- b. both parties to a contract agreeing to a period different from that set out in paragraph 196;
- c. either party waiving its rights to notice on any occasion, or accepting payment in lieu of it; or
- d. either party treating the contract as terminable without notice, by reason of such conduct by the other party as enables it so to treat it at law.

Pay During Notice

198. For the minimum period of notice appropriate to the practitioner's case set out in paragraph 195, reference shall be made to the rights available to the practitioner under Schedule 3 of the Employment Protection (Consolidation) Act 1978. This applies whether the employing authority gives notice to the practitioner or whether the practitioner gives notice to his or her employing authority.

199. Unallocated.

RETIRING AGE

200. Unallocated.

Honorary or Emeritus Contracts

201. In the case of a consultant or SHMO or SHDO who has been filling a post graded as consultant, the employing authority may on the practitioner's retirement allow him or her an honorary (unpaid) contract.

202-204. Unallocated.

ANNUAL LEAVE

Six Weeks Per Year

205. The following practitioners shall be entitled to leave at the rate of 6 weeks a year:

Consultants

SHMOs

SHDOs

SpRs, StRs and StR(FT)s on the third or higher incremental points of their scale

Practitioners appointed under the terms of paragraphs 94 or 105

SCMOs

Senior medical officers (public health medicine)

CMOs on or above the 6th point of the salary scale

Hospital Practitioners

ASs

Practitioners in the staff grade who have completed two years' service in the grade or who had an entitlement to six weeks' leave a year in their immediately previous appointments

CMOs who have served 5 years in the grade before transfer to staff grade

Five Weeks Per Year

206. The following practitioners shall be entitled to leave at the rate of 5 weeks a year:

SpRs, StRs and StR(FTs) on the minimum, 1st or 2nd incremental points of their payscale

SHOs

FHOs

HOs

CMOs on the first 5 points of the salary scale

Practitioners in the staff grade other than those mentioned in paragraph 205.

207. Unallocated.

Part-time Staff

208. Annual leave entitlements shall be the same for part-time as for whole-time staff, as set out in paragraphs 205 and 206 above.

Leave Years

209. With the exception of CMOs on the first five points of the salary scale and practitioners in the staff grade other than those mentioned in paragraph 205, whose leave year will run from 1 November to 31 October, the leave year of practitioners (other than locums) referred to in paragraphs 205 and 206 shall run from their incremental date for salary purposes, or its anniversary where the practitioners are on the maximum of the scale, or the anniversary of the date of the appointment where there is no incremental progression. Practitioners previously conditioned to a different leave year may retain existing arrangements for the duration of their current post.

FHO1s and HOs

210 FHO1s and HOs are entitled to leave at the rate of five weeks a year. The leave period of an FHO1 or HO shall correspond with the period of tenure of a post. Not more than four days' leave may be carried forward from one post into subsequent appointments, or may be anticipated from such subsequent appointments.

Locum Tenens: Leave Entitlement

211. Subject to paragraph 212, practitioners acting as locums shall be entitled to leave at the rate applicable to the substantive grade of the acting post per twelve months' continuous locum service except that practitioners acting as locums in the run-through StR grade shall be entitled to leave at the rate of six weeks per twelve months' continuous locum service regardless of previous service in the substantive grade.

Locum Tenens: Leave Arrangements

212. The following conditions shall govern the taking of leave by locums:

- a. the taking of leave shall be subject to the needs of the employing authority;
- b. wherever possible, leave shall be taken during the occupancy of the post. Where this is not possible, leave may be carried forward to the next succeeding appointment, or payment in lieu of leave earned and not taken may be made;
- c. the total leave taken in any one period of twelve months shall not exceed the annual leave entitlement.

Continuous Locum Service

213. For the purposes of paragraphs 123, 211, 212 and 243, "continuous locum service" shall be taken to mean service as a locum in the employment of one or more authorities uninterrupted by the tenure of a regular appointment or by more than two weeks during which the practitioner was not employed in the NHS.

Public Holidays

214. The leave entitlements of practitioners in regular appointments are additional to ten days' statutory and public holidays to be taken in accordance with Section 2 of the General Council Conditions of Service, as amended, or days in lieu thereof. In addition, a practitioner who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9 am on a statutory or public holiday should receive a day off in lieu. Where the needs of the service permit, locums should be allowed statutory and general national holidays or days in lieu in the same way as practitioners in regular appointments.

General

215. Practitioners shall notify their employing authority when they wish to take annual leave, and the granting of such leave shall be subject to approved arrangements having been made for

their work to be done during their absence. Paragraphs 106 to 111 provide for the employment of locums where it is not possible for practitioners to deputise for an absent colleague. Subject, however, to suitable arrangements having been made, consultants, SHMOs and SHDOs may take short periods of up to two days of their annual leave without seeking formal permission beforehand, provided that they give notification when they take this leave.

General Council Conditions

216. The provisions of Section 1 of the General Council Conditions of Service shall apply to practitioners in regular appointments, save that, where a practitioner has arranged to go overseas on a rotational appointment or on an appointment which is considered by the Postgraduate Dean or College or Faculty Adviser in the specialty concerned (if necessary, with the advice of the consultant) to be part of a suitable programme of training, or to undertake voluntary service, the practitioner may carry forward any outstanding annual leave to the next regular appointment, provided that:

- a. the next regular appointment is known in advance of the practitioner leaving the NHS to go overseas; and
- b. the practitioner takes no other post outside the NHS during the break of service, apart from limited or incidental work during the period of the training appointment or voluntary service.

Changes of Grade

217. Where a practitioner moves between grades carrying different leave entitlements, the leave allowance for the year in which the move occurs shall be determined on a proportionate basis.

218-224. Unallocated.

SICK LEAVE

Scale of Allowances

225. A practitioner absent from duty owing to illness, injury or other disability shall, subject to the provisions of paragraphs 226 to 244, be entitled to receive an allowance in accordance with the following scale:

During the first year of service:	One month's full pay and (after completing four months' service) two months' half pay.
During the second year of service:	Two months' full pay and two months' half pay.
During the third year of service:	Four months' full pay and four months' half pay.
During the fourth and fifth years of service:	Five months' full pay and five months' half pay
After completing five years of service:	Six months' full pay and six months' half pay.

The authority shall have discretion to extend the application of the foregoing scale in an exceptional case. A case of a serious character, in which a period of sick leave on full pay in excess of the period of benefit stipulated above would, by relieving anxiety, materially assist a recovery of health, shall receive special consideration by the employing authority.

House Officers who have not passed a medical examination

226. The application of the above scale of allowances in the case of a practitioner appointed as FHO1, FHO2 or HO who has failed to pass the medical examination and has been employed under the terms of paragraph 188 shall be subject to an overriding maximum period of paid sick leave on the basis of one week for each completed month of service.

Calculation of Allowances

227. The rate of allowance, and the period for which it is to be paid in respect of any period of absence due to illness, shall be ascertained by deducting from the period of benefit (under paragraph 225) appropriate to the practitioner's service on the first day of absence the aggregate for the period of absence due to illness during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence, no account shall be taken of any absence:

- a. on unpaid sick leave; or
- b. due to injury resulting from a crime of violence not sustained on duty but connected with or arising from the practitioner's employment or profession, where the injury has been the subject of payment by the Criminal Injuries Compensation Board; or
- c. due to injury as at b. above which has not been the subject of payment by the Criminal Injuries Compensation Board on grounds that it has not given rise to more than three weeks' loss of earnings, or was one for which compensation of less than the minimum provided for under the Scheme would be given (subject in such cases to the provision of satisfactory proof that the injury was sustained as a result of a crime of violence).

The employing authority may at its discretion also take no account of the whole or part of the periods of absence due to injury (not on duty) resulting from a crime of violence not arising from or connected with the practitioner's employment or profession.

Previous Qualifying Service

228.a. For the purpose of ascertaining the appropriate allowance of paid sick leave under paragraph 225, all periods of service (without any break of twelve months or more, subject to sub-paragraph b. below) under any employing authority constituted under the National Health Service (Scotland) Act 1978, or any local authority, or in the Civil Service or the teaching service, or any other service approved by Scottish Ministers for the purposes of Regulation 82(1) of the National Health Service (Superannuation) (Scotland) Regulations 1980, shall be aggregated.

b. Where a practitioner 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 Adviser in the specialty concerned (if necessary, with the advice of the consultant) to be part of a suitable programme of training, or to undertake voluntary service, the practitioner's previous NHS or approved service, as set out in sub-paragraph a. above, shall be taken fully into account in assessing entitlement to sick leave allowance, provided that:

i. the practitioner has not undertaken any other work outside the NHS during the break in service, apart from limited or incidental work during the period of the training appointment or voluntary service; and

ii. the employing authority considers that there has been no unreasonable delay between the training or voluntary service abroad ending and the commencement of the NHS post.

Limitation of Allowance when Insurance or Other Benefits are Payable

229. The allowance made to a practitioner during absence on sick leave when added to:

a. the amount of sickness benefit, severe disablement allowance, invalidity benefit or statutory sick pay receivable under the National Insurance and Social Security Acts;

b. compensation payments under the Workmen's Compensation Acts, where the right to compensation arises in respect of an accident sustained before 5 July 1948;

c. any element in compensation payments under any employers' liability acts or under common law which is attributable to immediate loss of remuneration; and

d. the dependency element of any amount received as a treatment allowance from the Department for Work and Pensions (the personal element of this allowance will not be taken into account)

shall not exceed the practitioner's normal salary for the period, and the occupational sick leave allowance shall be restricted accordingly where necessary, except that no deduction shall be made under a. above in the case of a practitioner on whose behalf the employing authority makes no National Insurance contributions.

Sums to be Taken into Account

230. The benefits, compensation payments and allowances to be taken into account under paragraph 229 shall be those for the practitioner's own incapacity, including allowances for adult and child dependants.

Practitioners on Half Pay

231. Where a practitioner is entitled to an occupational sick pay allowance equivalent to half-pay and to statutory sick pay, the occupational sick pay allowance shall be increased by an amount equivalent to the amount of statutory sick pay due, except that the sum of the occupational sick pay allowance and statutory sick pay payable shall not exceed the practitioner's normal pay for the period.

232. Unallocated.

Married Women

233. A married woman who chooses not to pay standard rate National Insurance contributions (ie. chooses to pay reduced Class 1 contributions) shall, for the purposes of this

handbook, be deemed to be receiving the full rate of social security benefits that would have been receivable had she chosen to pay standard rate National Insurance contributions.

Definition of "One Month"

234. For the purpose of calculation of allowance, twenty-six working days shall be deemed to be equivalent to "one-month".

Submission of Doctor's Statements

235. A practitioner who is incapable of doing his or her normal work because of illness shall immediately notify the employing authority in the manner laid down by them. If an absence because of sickness continues beyond the third calendar day, the practitioner shall submit a statement of the nature of the illness within the first seven calendar days of absence. Further statements shall be submitted to cover any absence extending beyond the first seven calendar days. These further statements shall not normally be submitted more frequently than once every succeeding seven calendar days. Unless the employing authority otherwise prescribes, they shall take the form of medical certificates completed by a doctor other than the sick practitioner. Exceptionally, the employing authority may, in a particular case, require statements to be submitted at more frequent intervals.

Practitioners Admitted to Hospital

236. A practitioner entering a hospital or similar institution shall submit a doctor's statement on entry and on discharge in substitution for periodical statements, unless the period of absence from duty does not exceed seven calendar days. If the period of absence is seven calendar days or less, the practitioner shall submit a self-certificate, as under paragraph 235.

Accident Due to Sport or Negligence

237. An allowance shall not be paid in a case of accident due to active participation in sport as a profession, or in a case in which contributory negligence is proved, unless the employing authority decide otherwise.

Injury Sustained on Duty

238. A period of absence due to injury sustained by a practitioner in the actual discharge of his or her duty and without the practitioner's own default shall not be recorded for the purposes of this scheme.

Recovering of Damages from Third Party

239. A practitioner who is absent as a result of an accident shall not be entitled to an allowance if damages are recoverable from a third party in respect of such accident. In this event, the employing authority may, having regard to the circumstances of the case, advance to the practitioner a sum not exceeding the sickness allowance which would have been payable under these provisions but for this condition, subject to the practitioner undertaking to refund to the authority the total amount of such allowance or a portion thereof corresponding to the amount in respect of loss of remuneration including the damages received. Any period of absence in such a case where a refund of the monies advanced is made in full shall not count

against the practitioner's sick leave entitlement. Where, however, the refund is made in part only, the employing authority may, at its discretion, decide to what extent, if any, the period of absence may be taken into account. This paragraph does not apply to compensation awarded by the Criminal Injuries Compensation Board.

Medical Examination

240. The employing authority may at any time require a practitioner who is unable to perform his or her duties as a consequence of illness to submit to an examination by a medical practitioner nominated by the employing authority. Any expense incurred in connection with such examination shall be met by the employing authority.

Termination of Employment

241. The sick leave provisions of these Terms and Conditions of Service shall cease to apply to a practitioner on the termination of employment by reasons of permanent ill-health or infirmity of mind or body, of resignation, of age, or any other reason; provided that, where a practitioner is in receipt of sick leave allowance at the time of expiry of a contract in a regular appointment in a training grade, that allowance shall be paid during the practitioner's illness, subject as a maximum to his or her entitlement to allowances under the provisions of paragraph 225 and 226.

Forfeiture of Rights

242. If it is reported to the employing authority that a practitioner has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his or her recovery, and the employing authority is satisfied that there is substance in the report, the payment of the allowance shall be suspended until the employing authority has made a decision thereon, provided that, before making a decision, the employing authority shall advise the practitioner of the terms of the report, and shall afford the practitioner an opportunity of submitting his or her observations thereon and of appearing or being represented before the employing authority or its appropriate committee. If the employing authority decide that the practitioner has failed without reasonable excuse to observe the conditions relating to the granting of sick leave, or has been guilty of conduct prejudicial to his or her recovery, then the practitioner shall forfeit his or her right to any further payment of allowance in respect of that period of absence.

Locum Tenens

243. For the purpose of sick leave allowances, a practitioner's service shall be taken to include locum service. A practitioner who has reached age sixty-five, and who does not hold a contract under paragraph 200.a, shall not be entitled to sick leave allowance, unless immediately beforehand the practitioner has completed at least three months' continuous locum service; three months' continuous locum service having the meaning assigned to it in paragraph 213.

Appointments under Paragraphs 87 to 93

244. Practitioners holding appointments under paragraphs 87 to 93 shall not be eligible to receive occupational sick pay under the terms of paragraphs 225 to 243. Section 57 of the General Council Conditions of Service shall not apply to these practitioners.

245-249. Unallocated.

STUDY LEAVE

Definition

250. Professional or study leave is granted for postgraduate purposes approved by the employing authority, and includes study (usually, but not exclusively or necessarily, on a course), research, teaching, examining or taking examinations, visiting clinics and attending professional conferences.

Recommended standard for professional and study leave in the United Kingdom

251. Subject to the conditions in paragraph 254, professional or study leave will normally be granted to the maximum extent consistent with maintaining essential services in accordance with the recommended standards, or may exceptionally be granted under the provisions of paragraph 252. The recommended standards are:

- a. Consultants
SHMOs and SHDOs
ASs
Staff Grade
Hospital practitioners
SCMOs
Senior medical officers (public health medicine)

Leave with pay and expenses, within a maximum of thirty days (including off-duty days falling within the period of leave) in any period of three years for professional purposes within the United Kingdom.

- b. Not allocated.

- c. SpRs
StRs
StR(FT)s
CMOs
SHOs
FHO2s
HOs

- i. Either: day release with pay and expenses for the equivalent of one day a week during university terms; or leave with pay and expenses within a maximum calculated at the rate of thirty days in a year (the year for this purpose being counted from 1 October); or leave with pay and expenses to attend approved full or part-time academic courses; and payment of expenses for attendance at approved conferences or seminars (including those held in the evenings and weekends). This allowance may accumulate over the period of the appointment, provided that the total amount due in the period of the appointment is not taken until one year of the appointment has been served. Attainment of an MSc in public health medicine or other similar courses should form a separate part of the employment contract.

ii. Such practitioners should, for a maximum of two occasions, also receive leave with pay and expenses (other than examination fees) for the purpose of sitting an examination for a higher qualification where it is necessary as part of a structured training programme.

iii. Such practitioners may also receive leave with pay and expenses (other than examination fees) for the purpose of sitting other examinations for a higher qualification, except that where the employing authority considers that this would be contrary to the interests of the individual or the service, leave may be refused (for example, repeated sitting and failing of the same examination could be held to be an unjustifiable use of the paid leave).

d. FHO1s and pre-registration HOs should be allowed reasonable time within working hours for attending, within the hospital, clinico-pathological conferences and ward rounds with other firms.

Additional Periods of Professional and Study Leave in the United Kingdom

252. Employing authorities may at their discretion grant professional or study leave in the United Kingdom above the period recommended in paragraph 251 with or without pay and with or without expenses or with some proportion thereof.

Professional and Study Leave outside the United Kingdom

253. Employing authorities may at their discretion grant professional or study leave outside the United Kingdom with or without pay and with or without expenses or with any proportion thereof.

Conditions

254. The following conditions shall apply:

a. where a practitioner is employed by more than one employing authority, the leave and the purpose for which it is required must be approved by all the employing authorities concerned;

b. where leave with pay is granted, the practitioner must not undertake any remunerative work without the special permission of the leave-granting employing authority;

c. where an application is made under paragraphs 252 or 253 for a period of leave with pay, and this exceeds three weeks, it shall be open to the employing authority to require that one half of the excess over three weeks shall be counted against annual leave entitlement, the carry forward or anticipation of annual leave within a maximum of three weeks being permitted for this purpose (this condition shall not be applied to practitioners attending certain courses of specialist training notified to employing authorities for this purpose by the Department).

255-259. Unallocated.

SPECIAL LEAVE

Special Leave With and Without Pay

260. Special leave for any circumstances may be granted (with or without pay) at the discretion of the employing authority, with the following qualifications:

Attendance at court as witness:

- a. For practitioners attending court as medical or dental witnesses such attendance is governed by paragraphs 30 to 39 and 40 to 42.

Jury service:

- b. Normally medical and dental practitioners are entitled to be excused jury service.

Contact with notifiable diseases:

- c. In general, the situation will not arise in the case of medical practitioners because of their professional position.

Maternity Leave and Pay and Employment Break Scheme

261. The provisions listed temporarily at Appendix VI and Appendix VII shall apply.

Special Leave for Domestic, Personal and Family Reasons

262. The provisions listed temporarily at Appendix XI shall apply.

263 -274. Unallocated.

EXPENSES

General

275. Travelling, subsistence, and other expenses shall be paid to meet actual disbursements of practitioners engaged in the service of employing authorities, and shall not be regarded as a source of emolument or reckoned as such for the purposes of pension.

Submission of Claims

276. In preparing claims, practitioners shall indicate adequately the nature of the expenses involved; claims shall be submitted normally at intervals of not more than one month, and as soon as possible after the end of the period to which the claim relates.

TRAVELLING EXPENSES AND MILEAGE ALLOWANCES

General Council Conditions Applied

277. The provisions of Section 23 (except paragraphs 2.4 and 4) of the General Council Conditions of Service shall apply to all grades. In the General Conditions of Service and in paragraphs 278-308, 311 and 315 the terms "headquarters" and "principal hospital" shall be understood to mean "the hospital or other base from which the practitioner conducts his or her main duties" and the term "hospital" shall be understood to mean "hospital or other place to which the practitioner is required to make official journeys". Where a practitioner has a joint contract with more than one employing authority, the terms "headquarters" and "principal hospital" shall be interpreted as meaning the base from which the doctor conducts his or her main duties within that joint contract, irrespective of employing authority.

Mileage Allowances Payable to all Practitioners

278. Except where a practitioner has been allocated a Crown Car (paragraphs 304 to 308) and subject to sub-paragraph 304.d mileage allowances shall be payable in accordance with the rates specified in paragraphs 290 to 301, as appropriate, where practitioners use their private vehicle for any official journey on behalf of their employing authority, including travel in connection with domiciliary consultations. No allowance shall be payable for their normal daily journey between their home, or their practice premises, and their principal headquarters/hospital, except as provided for in paragraphs 279 to 286 and 289, which also specify the rules for payment of allowances for journeys between their home and other places (including subsidiary hospitals).

Emergency Visits

279. Practitioners called out in an emergency shall be entitled to mileage allowance in respect of any journey they are required to undertake.

Home-to-Headquarters/Hospital Mileage: Practitioners in the Grades of Consultant, SHMO, SHDO, SCMO and AS

Official Journeys Beginning at Home

280.a. Mileage allowance will be paid for official journeys on behalf of the employing authority where practitioners in these grades travel by private car between their home or their practice premises and places other than their principal hospital, subject to a maximum of the distance between the practitioner's principal hospital and the place visited, plus ten miles, for each single journey (twenty miles for a return journey).

b. For consultants in public health medicine, for official journeys between 6pm and 8am and on Saturdays, Sundays, statutory and public holidays only between 8am and 6pm, the base for the calculation of mileage allowance shall be the doctor's own home.

Subsequent Official Journeys

281. In addition, practitioners in these grades may claim mileage allowance for one return journey daily between their home or their practice premises and their principal hospital, up to a maximum of ten miles in each direction, on days when they subsequently use their car for an official journey.

Liability to Make Emergency Visits

282. Practitioners in these grades with commitments under the same contract to visit more than one hospital which includes a liability to make emergency visits to subsidiary hospitals or other institutions, or a consultant or SHMO with a liability to make emergency domiciliary visits, may, if the employing authority decide that their liability is so extensive as to make it desirable that their car should always be available at their principal hospital, claim mileage allowances for normal daily journeys between their home and principal hospital up to a maximum of ten miles in each direction.

Scattered Hospitals

283. Where, in exceptional circumstances, consultants are required by their employing authority, as a condition of their contract, to live within a specified area at a distance of more than ten miles by road from their principal hospital in order to provide adequate emergency cover to a group of widely scattered hospitals or other institutions, mileage allowance at the approved rate shall be paid for the whole of the journey between their home and their principal hospital.

Journeys Beginning or Ending at Home: Other Staff

(ie. practitioners in the grades of SG, CMO, HP, or any training grade, or employed under paragraphs 94 or 105).

Full-time Staff

284.a. Subject to sub-paragraph 284.b, where full-time practitioners in these grades travel between their home and principal hospital before and/or after an official journey, or journey direct from their home to the place visited and/or return direct to their home from the place visited, mileage allowance shall be payable for the whole distance travelled, subject to a maximum based on the return journey from their principal hospital to the place visited, plus twenty miles. Mileage allowance shall be paid for the distance equal to the return journey between the principal hospital and the place visited. The additional (maximum) twenty miles shall be paid for as follows:

- i. if the practitioner is the holder of a current season ticket for travelling between their home and their principal hospital, mileage allowance in accordance with paragraphs 290 to 298.
- ii. if the practitioner is not a season ticket holder, mileage allowance less the public transport rate.

b. No allowance shall be paid in respect of home to principal hospital mileage to full-time practitioners in these grades whose normal practice is to travel from their home to their principal hospital by private car even when the car is not required for the purpose of making an official journey.

c. For training grades in public health medicine, for official journeys between 6 pm and 8 am and on Saturdays, Sundays, statutory and public holidays only between 8 am and 6 pm, the base for the calculation of mileage allowance shall be the doctor's own home.

Application of Paragraph 284

285. Paragraph 284 shall be applied as follows:

a. full-time practitioners in these grades who travel by car only on the days when they require it to make an official journey which attracts mileage allowance, other than at the public transport rate, shall be paid mileage allowance calculated in accordance with sub-paragraph 284.a;

b. except as provided in sub-paragraph 285.c, practitioners whose normal practice is to travel to their principal hospital by car shall, if they use it on any day to make an official journey, be paid mileage allowance by reference to the excess, if any, of the total distance travelled over the normal return journey between their home and their principal hospital;

c. practitioners whose normal practice is to use their car to travel to their principal hospital, but who satisfy both the following requirements, may, if the employing authority by resolution so decide, be treated as in sub-paragraph 285.a., ie. they may, in respect of the days on which they actually use the car to make an official journey which attracts mileage allowance, other than at the public transport rate, be paid mileage allowance in accordance with sub-paragraph 284.a. Practitioners to whom this arrangement apply are those who have a claim to special consideration because:

i. they have a definite commitment to make an official journey every day for which the use of their car is justified, or, alternatively, their duties are such that they are liable to be called upon to make official journeys by car which cannot be arranged in advance, and that liability is so extensive and the journeys in practice so frequent as to make it desirable that their car should always be available at their principal hospital; and

ii. they would not otherwise require to travel to their principal hospital by car;

d. in the foregoing, "car" means any private motor vehicle in respect of which mileage allowance is authorised;

e. subject to the agreement of the employing authority, the maximum of twenty miles (additional to the return journey from the practitioner's principal hospital to the place visited) referred to in sub-paragraph 284.a. shall not apply if:

i. the practitioner is in a training grade and owned the home before taking up the appointment; or

- ii. the home is within ten miles of one of the hospitals involved in a rotational appointment, or is conveniently situated for several of the hospitals in the rotation, but is more than ten miles from one or more of them.

Part-time Practitioners

286.a. In the case of a part-time practitioner to whom paragraphs 280 to 284 and 287 do not apply, journeys between their practice premises or place of residence and any hospital where they are employed, other than their principal hospital, shall be regarded as a journey in the service of the employing authority, provided that no expenses shall be allowed for any such journey or part of such journey which would have been undertaken by the practitioner, irrespective of their employment with the employing authority.

b. Where a part-time practitioner travels between their practice premises or place of residence and their principal hospital before and/or after an official journey, expenses shall be payable for the whole distance, provided that, for journeys to and from their principal hospital, no expenses shall be paid for any distance exceeding ten miles each way, unless the circumstances warrant exceptional treatment.

Part-time Practitioners in all Grades: Reserved Rights

287. Part-time practitioners who at 31 December 1959 were receiving expenses for journeys between their home or private consulting room and their principal hospital shall continue for the time being to receive expenses in accordance with the Terms and Conditions of Service then in force.

288. Unallocated.

Locum Tenens

289. Where practitioners engaged as locums tenens travel (including, where they take up temporary accommodation at or near the hospital, their initial and final journeys) between their practice premises or place of residence (whichever is the nearer) and their principal hospital, expenses shall be payable in respect of any distance by which the journey exceeds ten miles each way, unless the application of the rules in paragraphs 279 to 286 is more favourable.

Rates of Mileage Allowance: Regular User Allowances

290. Allowances at regular user rates shall be paid to practitioners who at 3 August 1990:

a. are classified by the employing authority as regular or essential users and choose not, or are unable, to avail themselves of a Crown car in accordance with paragraph 304; or

b. are new appointees to whom the employing authority has deemed it uneconomic, or is unable, to offer a Crown car in accordance with paragraph 304; and

c. are required by their employing authority to use their own car on NHS business and, in so doing, either:

- i. travel an average of more than 3,500 miles a year; or

- ii. travel an average of at least 1,250 miles a year, and:
 - iii. necessarily use their car on an average of three days a week; or
 - iv. spend an average of at least 50% of their time on such travel, including the duties performed during the visits; or
- d. are consultants who are classified as essential users.

Essential Users (Consultants)

291. Essential users are consultants who:

- a. travel on average at least 1,250 miles (other than normal travel between their home or their practice premises and their principal hospital) each year; and
- b. either have ultimate clinical responsibility, or on-call responsibility normally controlled by a rota system, for the diagnosis and treatment of patients in hospital with emergency conditions which require them to be immediately available for recall; and are expected to be recalled to hospital in emergency at an average rate (taken over the year, but excluding period of leave) of twice or more during a working week;
- c. or whose duties require them to pay frequent visits to places away from their principal place of work (eg. to clinics, schools, residential establishments and other places, for instance, in connection with the control of infectious diseases and food poisoning), or who are liable to be called out in an emergency in connection with statutory duties relating to the control of communicable disease and food poisoning or the compulsory removal to suitable premises of persons in need of care and attention.

Change in Circumstances

292. If there is a change in a practitioner's duties, or if the official mileage falls below that on which a regular or essential user classification was based and which is likely to continue, the application to the practitioner of the regular user agreement should be reconsidered. Any decrease in the annual official mileage or the frequency of travel, etc. which is attributable to circumstances such as prolonged sick leave or the temporary closure of one place of duty should be ignored for this purpose.

Non-classification as Regular User

293. Where an employing authority does not consider that a practitioner, other than one to whom sub-paragraph 304.d applies, should be classified as a regular or essential user, and if this gives rise to any serious difficulty, the practitioner shall have the right to request that the Department should be consulted; they will seek the views of the Staff Side of the Joint Negotiating Committee on the appropriate solution.

Payment of Lump Sums

294.a. Payment of the annual lump sum allowance shall be made in equal monthly instalments over a period from 1 April in any year to 31 March in the succeeding year.

b. In the case of a practitioner who takes up an appointment with an employing authority or leaves the employment of his or her employing authority after 1 April in any year, the total allowance payable should be so calculated that the amount payable is directly proportionate to a full year's allowance. The calculation of the mileage allowance should thus be in accordance with the following procedure:

The mileage allowance to be paid at the higher rate would, at 9,000 miles per annum, be equivalent to 750 miles per month of service. The excess over 750 miles per month of service would be paid at the intermediate, and, if appropriate, the lower rate. For example, where the total service in the period 1 April in any year to 31 March in the succeeding year is five months, then up to 3,750 miles would be paid at the higher rate and any excess at the intermediate, and, if appropriate, the lower rate. Similarly, the lump sum should be divided into twelve monthly payments.

When a practitioner leaves the employment of an employing authority, a calculation shall be made in respect of his or her entitlement for the portion of the year served with the employing authority and any adjustments made thereafter.

Part Months of Service

295. Part months of service shall be regarded as complete months for the purposes of paragraph 294. However, a regular user who leaves the service of one employing authority and enters the employment of another during the same month shall receive only one lump sum instalment for that month, payable by the former employing authority.

Cars Out of Use

296. When a practitioner entitled to the regular user allowance does not use his or her car as a result of a mechanical defect or absence through illness:

a. the lump sum payment should be paid for the remainder of the month in which the car was out of use and for a further three months thereafter. For the following three months, payment should be made at the rate of 50% of the lump sum payment. No further payments should be made if the car is out of use for six months or longer;

b. during the period when the car is "off the road" for repairs, out-of-pocket expenses in respect of travel by other forms of transport should be borne by the employing authority, in accordance with the provisions of paragraph 2 of Section 23 of the General Council Conditions of Service.

Protection of Existing Standard Rates

297.a. Practitioners referred to in paragraph 290 who prior to 30 May 1975* received mileage allowance calculated by reference to the standard rate of allowance may continue to claim payment of their expenses in accordance with these arrangements, but at the following rates, for

so long as they remain in the same grade and in the employment of the same employing authority as on 30 May 1975*;

	up to 1,000cc	1,001 to 1,750cc	over 1,750cc
Rate per mile (p)	14.2	16.5	18.8

b. In addition, where practitioners transferred under the National Health Service Reorganisation Act 1973 or the National Health Service (Scotland) Act 1972 and in post on 30 May 1975 (30 March 1976 for practitioners holding part-time appointments on 30 March 1976), other than in a training post, subsequently take up their first substantive post in the reorganised National Health Service, similar protection shall last for so long as they remain in the grade appropriate to that post and in the employment of the employing authority making that substantive appointment.

Standard Mileage Rates

298. Mileage allowances at standard rates will be paid to practitioners who use their own vehicles for official journeys, other than in the circumstances described in paragraphs 290, 297, 299 and 304.d; provided that a practitioner may opt to be paid mileage allowances at standard rates, notwithstanding his or her entitlement to payment at regular user rates.

Public Transport Mileage Rate

299. The foregoing rates shall not apply if a practitioner uses a private motor vehicle in circumstances where travel by a public service (eg. rail, steamer, bus) would be appropriate. For such journeys, an allowance at the public transport rate shall be paid, unless this is higher than the rate that would be payable at the standard, regular user or special rate.

Passenger Allowances

300. Where other employees or members of an employing authority are conveyed in the same vehicle, other than a Crown Car, on the business of the National Health Service and their fares by a public service would otherwise be payable by the employing authority, passenger mileage allowance shall be paid.

Garage Expenses, Tolls and Ferries

301. Subject to the production of vouchers wherever possible, practitioners using their private motor vehicles on an official journey at the standard, regular user or special rate of mileage allowance shall be refunded reasonable garage and parking expenses and charges for tolls and ferries necessarily incurred, except that charges for overnight garaging or parking shall not be reimbursed, unless the practitioner is entitled to night subsistence allowance for overnight absence. Similar expenses may also be refunded to practitioners only entitled to the public transport rate of mileage allowance, provided that the total reimbursement for an official journey does not exceed the cost which would otherwise have been incurred on public transport, including the fares of any official passengers.

* 30 March 1976 for practitioners holding part-time appointments on 30 March 1976

Loans for Car Purchase

302.a. The provisions of sub-paragraph 302.b apply to practitioners who qualify for the first time as regular car users in the NHS, other than those who are offered, or provided with, a suitable Crown Car or who, prior to 1 April 1980, have been paid the rates of mileage allowances which are protected under the provisions of paragraph 297.

b. Such practitioners are entitled to a loan at 2½ % flat rate of interest, provided that the request for the loan is made within three months of such classification, or of taking up the post (whichever is the later).

c. Loans shall be made in accordance with the provisions of paragraphs 22 to 27 of Section 24 of the General Council Conditions of Service.

d. In determining whether a car is "suitable" for the purposes of this paragraph, various factors may need to be taken into account, such as the total official mileage to be driven, reliability, the need to carry heavy or bulky equipment and local road conditions, etc.

Pedal Cycles

303. Employees using pedal cycles for official journeys may be reimbursed at the rate set out in Appendix I.

CROWN CARS

Allocation

304.a. For the purposes of paragraphs 304 to 308 and the Road Traffic Act, a "Crown Car" is any vehicle owned or contract-hired by an employing authority.

b. Employing authorities may offer Crown Cars for individual use on official business where they deem it economic (see also paragraph 307.b) or otherwise in the interest of the service to do so.

c. Practitioners in post who, at 3 August 1990 are required to travel on NHS business and have been classified by the employing authority as regular or essential Users may continue to receive the regular user lump sum payments and allowances set out in paragraph 2 of the Mileage Allowance Rates set out in Appendix I for so long as they remain in the same post or until they voluntarily accept the offer of a Crown Car.

New Appointees

d. A practitioner who is a new appointee after 3 August 1990 (including a first time appointee, a practitioner who voluntarily moves to a different post with the same employing authority and a practitioner who moves to a new post with another employing authority) and who is required to travel on NHS business and who chooses to use his or her own car, rather than to accept the employing authority's offer of a Crown Car, shall not receive the allowances specified in sub-paragraph 304.c, but shall be reimbursed at the special rate. The special rate will be equivalent to the current 9,001 to 15,000 miles rate for over 2,000cc for regular and standard users, regardless of the vehicle's engine size.

e. A practitioner who initially refused an offer of a "Crown Car" will continue to be eligible for one, providing there has been no change in the practitioner's duties.

f. A practitioner who has been allocated a Crown Car for individual use on NHS business is entitled to private use of the car, subject to the conditions set out in paragraphs 305 to 308.

g. The offer of a Crown Car constitutes the offer of a base vehicle which should in no case exceed 1800cc. Unless the practitioner and the employing authority agree to the allocation of a smaller vehicle, it shall be at least 1500cc in the case of consultants or Associate Specialists and for others it shall be at least 1100cc or equivalent. In determining the operational needs of a post for assessing the base vehicle requirement, employing authorities shall have regard, in consultation with the practitioners concerned or their representatives, to:

- i. the clinical commitments of the postholder, including the nature, frequency and urgency of the journeys to be undertaken;
- ii. the distances to be travelled;
- iii. the road, traffic and climatic conditions;
- iv. the physical requirements of the postholder;
- v. the need to transport equipment.

h. A Crown Car which is no longer required by one officer may be allocated to another for the remaining term of the contract (or notional contract). In that event, the charges for private use will be based on the fixed annual charges determined when the employing authority first obtained the vehicle.

i. Employing authorities shall ensure that proper arrangements are made for the economic servicing, repair, maintenance in a roadworthy condition and replacement of Crown Cars.

Conditions of Use

305. Following consultation with the representatives of the professions locally, an employing authority's conditions of use shall set out the practitioner's obligations in respect of the Crown Car and shall state the effect of the following events on the contract and any subsequent financial liability on the practitioner:

- i. breach of conditions of use;
- ii. disqualification from driving;
- iii. wilful neglect;
- iv. termination of the practitioner's contract of employment, on: disciplinary grounds; voluntary resignation; transfer to another employing authority (where practicable, reciprocal arrangements should be made);

- v. change of duties resulting in the practitioner no longer being required to drive on official business;
- vi. substantial reduction in annual business mileage;
- vii. prolonged absence on annual, study, special or maternity leave.

Charges for Private Use

306.a. The basis of charges for private use set out in this paragraph assumes that Crown Cars are provided on a contract-hire basis. Where this is not the case, charges for private use are to be based on the notional cost to the employing authority of providing Crown Cars on a contract-hire basis. Notional contract-hire charges at current rates are to be used, and the fixed charge to the practitioner for agreed private mileage determined on this basis is to remain unaltered for the period for which the contract would have remained in force (eg. three years).

b. A practitioner will be required to pay one composite annual charge for private use. This will comprise the sum of the items listed in Appendix I. The composite annual charge will be paid by monthly deduction from salary of one twelfth of the total.

c. The basis of the fixed charge for agreed private mileage shall be the practitioner's estimate to the nearest thousand miles of his or her annual private mileage, as agreed by the employing authority and multiplied by the rate per thousand miles, determined in accordance with the formula set out in Appendix I.

d. In the event that a practitioner underestimates his or her annual private mileage, an excess charge will be levied by the employing authority, based on the contract-hirer's excess charge to the employing authority for the particular car hired to the practitioner. In the event that a practitioner overestimates his or her annual private mileage, any sum recoverable by the employing authority from the contract-hirer in respect of the overestimate will be refundable to the practitioner. If no recovery is available to the employing authority, no refund will be made to the practitioner.

e. A practitioner shall meet the cost to the employing authority of the fitting of any optional extras the practitioner requires, and the contract between the employing authority and the practitioner should specify whether such extras will become the property of the contract-hirer or the practitioner. In the latter case, the practitioner shall be liable for the cost of making good any damage caused to the car by the removal of such fittings at the end or on early termination of the contract.

f. In the event of a practitioner's death in service or an early termination of the practitioner's contract on the grounds of ill health, there shall be no financial penalty to the practitioner or the practitioner's estate on account of the early termination of the contract for private use of the Crown Car.

g. In the event of a practitioner's absence from work for an extended period on maternity, sick, study or special leave, a practitioner who has contracted for private use of a Crown Car may choose to continue the private use at the contracted charge or to return the vehicle to the employing authority. In the latter case, there shall be no financial penalty to the practitioner on account of early termination of the contract.

Alternative Vehicle

h. Subject to the agreement of the employing authority, which shall not be unreasonably withheld, a practitioner who wishes to contract for private use of a Crown Car may choose a larger or more expensively equipped vehicle than that offered. In this event, the practitioner shall be responsible for meeting the additional costs to the employing authority by means of an addition to the composite annual charge, which shall be paid by monthly deduction from salary of one twelfth of the total determined. The rate for reimbursement of petrol used on official business shall be that of the appropriate base vehicle.

Reimbursement of Petrol and Other Costs

307.a. A practitioner who has been allocated a Crown Car will be responsible for purchasing all petrol, whether for business or private mileage.

b. NHS business mileage costs will be reimbursed by reference to a claim form or diary showing daily visits on NHS business signed by the practitioner. NHS business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 280 to 284, 286 to 289 or 315.

c. The rate per mile will be determined according to the following formula:

$$\frac{\text{Cost of one gallon of four star petrol*}}{\text{Base Vehicle's mileage on urban cycle}}$$

* The price of petrol will be as notified from time to time by the Department. The mileage on the urban cycle will be as quoted by manufacturers from officially approved tests under the Passenger Car Fuel Consumption Order 1983.

d. The provisions of paragraph 301 shall apply to expenses incurred by a practitioner using a Crown Car on official business.

Carriage Of Passengers

308. Liability for compensation of authorised official passengers injured while being carried in a Crown vehicle will be borne by the Crown. It is for each employing authority to reach a view and issue advice to practitioners on the carriage of official passengers.

309-310. Unallocated.

OTHER EXPENSES

Subsistence Allowances

311. The provisions of Section 22 of the General Council Conditions of Service shall apply, with the following provisos:

a. The terms "headquarters" shall be understood to mean, "the hospital where the practitioner's principal duties lie", except in the case of practitioners who work occasional sessions with the Blood Transfusion Services (see c. below);

b. No day allowance shall be payable in respect of any period spent at a hospital as part of the regular duties of the practitioner concerned;

c. Where a practitioner is engaged in accordance with paragraph 94 or paragraph 104 for the purpose of working occasional sessions in the Scottish Blood Transfusion Service, the practitioner's headquarters shall be regarded as being the Regional Headquarters of the Scottish Blood Transfusion Service.

Postage etc

312. Any expenditure necessarily incurred by a practitioner on postage or telephone calls in the service of an employing authority shall be reimbursed, through the periodical claim for travelling and subsistence.

Expenses of Candidates for Appointments

313.a. The provisions of this paragraph shall apply where an employing authority summons a practitioner to appear before a selection board or invites a shortlisted practitioner to attend in connection with his or her application for appointment.

i. Reimbursement of eligible expenses shall be made by the prospective employing authority.

ii. Where a practitioner holds a paid or honorary appointment with an employing authority or is employed as a trainee in general practice, and applies for a new post with his or her own or another employing authority, the practitioner is entitled to travelling expenses in accordance with paragraph 277 and to subsistence allowance in accordance with paragraph 311 at the rate appropriate to the post the practitioner already holds.

iii. Where a practitioner to whom sub-paragraph 313.a.ii does not apply provides general medical or dental services under Part II of the National Health Service (Scotland) Act 1978, or is an assistant to such a practitioner, he or she is entitled to travelling expenses and subsistence allowance at the higher rate applicable under paragraph 311.

iv. A practitioner to whom sub-paragraphs 313.a.ii. and iii. do not apply may at the discretion of the employing authority be reimbursed travelling expenses and subsistence allowance, subject, unless the circumstances warrant exceptional treatment, to the maximum that would have been payable had those provisions applied.

v. A candidate for a consultant appointment shall not be reimbursed for more than three attendances. Where an employing authority invites such a candidate to attend prior to shortlisting, it may reimburse the candidate's expenses provided that he or she is subsequently shortlisted, but not otherwise.

vi. A candidate to whom sub-paragraph 313.a.v. does not apply shall not be reimbursed for more than two attendances unless they are seeking to enter a specialist registrar training programme (see d below) in which case further attendances may be reimbursed with the prior agreement of the employing authority.

b. A practitioner to whom sub-paragraph 313 a.ii. applies and who is summoned to appear before a selection board while on holiday shall be reimbursed for:

i. travelling expenses from the practitioner's holiday address, but limited in the case of travel from abroad to expenses from the port of entry in Great Britain, provided that the practitioner returns to his or her holiday address after interview; for this purpose, travel from Northern Ireland, the Isle of Man and the Channel Islands shall not be regarded as travel from abroad;

ii. subsistence allowance at the appropriate rate, unless the practitioner is able to stay at his or her own home and it is reasonable to expect the practitioner to do so.

c. Reimbursement shall not be made to a practitioner who refuses the offer of the appointment as advertised on grounds which the employing authority considers inadequate.

d. Where candidates intending to apply to enter a specialist registrar training programme make pre-interview or pre-application visits to placements in the training programme, they may, with the prior agreement of the employing authority, be reimbursed travelling expenses and subsistence allowance subject, unless the circumstances warrant exceptional treatment, to the maximum that would have been payable under sub-paragraph 313.a.ii or iii as appropriate.

Removal Expenses

314. The provisions of Section 26 of the General Council Conditions of Service shall apply.

315. Practitioners who are required to move house during a rotational training programme may receive reimbursement of removal expenses in accordance with Section 26 of the General Council Conditions of Service. Practitioners who might be reimbursed for moving house in such circumstances may, however, choose not to move home on taking up the second or subsequent posts in a rotation but to travel daily the greater distance between their home and the hospital. Similarly if the practitioner has a home convenient to the hospital in which the second or subsequent post in the rotational appointment is to be held the practitioner may elect to travel the extra distance to the hospital in which the previous post or posts are held. In such cases, the practitioner may be paid excess travelling expenses at the appropriate rate according to the circumstances in which the practitioner's vehicle is used.

316-329. Unallocated.

MISCELLANEOUS

Publications, Lectures, etc

330. A practitioner shall be free, without prior consent of the employing authority, to publish books, articles, etc., and to deliver any lecture or speech, whether on matters arising out of his or her NHS service or not.

Equal Opportunities

331. The provisions of Section 7A of the General Council Conditions of Service shall apply.

Dignity at Work

332. The provisions of Section 7C of the General Council Conditions of Service shall apply.

Child Care

333. The provisions of temporary Appendix IX shall apply.

Retainer Schemes

334. The general provisions of temporary Appendix VII shall apply, subject where appropriate to the particular provisions of the Doctors and Dentists Retainer Schemes set out in NHS Circular No. 1976(GEN)96 and SOHHD/DGM(1991)75 respectively.

Disputes Procedures

335. The provisions of Section 42 of the General Council Conditions of Service shall apply.

Health Awareness for NHS Staff

336. The provisions of Section 41 of the General Council Conditions of Service shall apply.

Arrangements for Redundancy Payments

337. The provisions of Section 45 of the General Council Conditions of Service shall apply.

Position of Employees Elected to Parliament

338. The provisions of Section 52 of the General Council Conditions of Service shall apply.

Membership of Local Authorities

339. The provisions of Section 53 of the General Council Conditions of Service shall apply.

Payment of Annual Salaries

340. The provisions of Section 54 of the General Council Conditions of Service shall apply.

NHS Trusts - Continuity of Service

341. The provisions of Section 59 of the General Council Conditions of Service shall apply.

Annual Leave and Sick Pay Entitlements on Re-entry and Entry into NHS Employment

342. The provisions of Section 61 of the General Council Conditions of Service shall apply.

APPLICATION

343. All salary scales and conditions of service apply equally to men and women, and uniformly throughout Scotland, provided that the practitioner has full, limited or provisional registration as a medical practitioner with the General Medical Council, or is registered as a dental practitioner with the General Dental Council.

Former Trainees in General Practice

344. Where a practitioner's immediately previous post was as a trainee in general practice, the practitioner should be treated for the purpose of these Terms and Conditions of Service as if the post had been a regular post in the hospital service. The practitioner's salary shall be taken to have been the point on the scale in Appendix I to which the salary payable under paragraph 38.6(e) of the Statement of Fees and Allowances corresponds (ie. after deduction of the addition for out-of-hours commitments). This provision does not apply to practitioners who were Principals or Assistants in general practice.

APPENDIX I

Please see **NHS Circulars PCS(DD) 2007/3 and PCS(DD)2007/7** which give details of pay and conditions of service of hospital medical and dental staff and doctors and dentists in public health medicine and the community health service or the latest updated versions available at publications on Scottish Health on the Web at www.show.scot.nhs.uk/.

APPENDIX II

This Appendix sets out by reference to the General Handbook which General Council agreements have been applied to hospital medical and dental staff and doctors and dentists in public health medicine and the community health service and in what way.

Section	Subject	See Paragraphs:
1	ANNUAL LEAVE ENTITLEMENT (except that this Section does not apply to locums, and subject to the further qualifications set out in paragraph 216)	216
2	STATUTORY AND PUBLIC HOLIDAYS (subject to the qualifications set out in paragraph 214)	214
7A	GENERAL STATEMENT ON EQUALITY	331
7C	DIGNITY AT WORK	332
22	SUBSISTENCE ALLOWANCES (subject to the qualifications set out in paragraph 311)	311
23	TRAVELLING EXPENSES (subject to the qualifications set out in paragraphs 277 to 303)	277 - 303
26	REMOVAL EXPENSES AND ASSOCIATED PROVISIONS (subject to the qualifications set out in paragraph 315)	314 - 315
34	ORGANISATIONAL CHANGE - APPEALS	
38	FACILITIES FOR STAFF ORGANISATIONS	
39	JOINT CONSULTATION MACHINERY	
41	HEALTH AWARENESS FOR NHS STAFF	336
42	DISCIPLINARY PROCEDURES (Subject to the qualifications set out in paragraphs 2 and 3 + thereof)	
42	DISPUTES PROCEDURES	335
46.	PAYMENT OF SUPERANNUATION AND COMPENSATION BENEFITS ON PREMATURE RETIREMENT	
47.	PROTECTION OF PAY AND CONDITIONS OF SERVICE	
52	POSITION OF EMPLOYEES ELECTED TO PARLIAMENT	338

53	MEMBERSHIP OF LOCAL AUTHORITIES	339
54	PAYMENT OF ANNUAL SALARIES	340
55	PREPARATION FOR RETIREMENT	
57	STATUTORY SICK PAY: QUALIFYING DAYS (subject to the qualification set out in paragraph 244)	244
58	NHS REORGANISATION 1974 - CONTINUITY OF EMPLOYMENT	
59	NHS TRUSTS - CONTINUITY OF SERVICE	341
61	ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT	342
74	NHS REORGANISATION - PROTECTION OF PAY AND TERMS AND CONDITIONS OF SERVICE	

NB Please note that Maternity Leave and Pay arrangements and Employment Break Scheme arrangements are now covered in temporary Appendices VI and VII.

Please note that Redundancy Pay Arrangements are now covered in Temporary Appendix VIII.

Please note that Caring For Children and Adults is now covered in Temporary Appendix IX

Please note that Flexible Working Arrangements are now covered in Temporary Appendix X.

Please note that Balancing Work and Personal Life is now covered in Temporary Appendix XI.

APPENDIX III

This Appendix sets out by reference to the subject matter the General Council agreements which apply to hospital medical and dental staff and doctors and dentists in public health medicine and the community health service

Subject	Section (s) of General Council Handbook
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ANNUAL LEAVE	1 *
ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT	61
DISCIPLINARY PROCEDURES	42*
DISPUTES PROCEDURES	42
EQUAL OPPORTUNITIES	7A
DIGNITY AT WORK	7C
HEALTH AWARENESS FOR NHS STAFF	41
JOINT CONSULTATION MACHINERY	39
LOCAL AUTHORITIES, MEMBERSHIP OF	53
MILEAGE ALLOWANCES	23 *
NHS REORGANISATION	58, 62, 74
NHS TRUSTS - CONTINUITY OF SERVICE	59
ORGANISATIONAL CHANGE - APPEALS	34
PARLIAMENT, POSITION OF EMPLOYEES ELECTED TO	52
PREMATURE RETIREMENT, PAYMENT OF SUPERANNUATION AND COMPENSATION BENEFITS ON	46
PROTECTION OF PAY AND CONDITIONS OF SERVICE	47
REMOVAL EXPENSES	26 *
RETIREMENT, PREPARATION FOR	55
SALARIES, PAYMENT OF ANNUAL	54
STAFF ORGANISATIONS, FACILITIES FOR	38
STATUTORY AND PUBLIC HOLIDAYS	2 *
STATUTORY SICK PAY, QUALIFYING DAYS	57 *
SUBSISTENCE ALLOWANCES	22 *
TRAVELLING EXPENSES	23 *

* = but see note in Appendix II

NB Please note that Maternity Leave and Pay arrangements and Employment Break Scheme arrangements are now covered in temporary Appendices VI and VII.

Please note that Redundancy Pay Arrangements are now covered in Temporary Appendix VIII.

Please note that Caring For Children and Adults is now covered in Temporary Appendix IX

Please note that Flexible Working Arrangements are now covered in Temporary Appendix X.

Please note that Balancing Work and Personal Life is now covered in Temporary Appendix XI.

APPENDIX IV

Please see NHS Circulars PCS(DD) 2007/3 and PCS(DD)2007/7 Pay and conditions of service of hospital medical and dental staff and doctors and dentists in public health medicine and the community health service or the latest updated version available at publications on Scottish Health on the Web at www.show.scot.nhs.uk/.

APPENDIX V

INDEX TO EXAMPLES OF CATEGORY 1 AND 2 ITEMS OF SERVICE

The following alphabetical index to the examples of Category 1 and 2 items of service set out in paragraphs 36 and 37 is provided for the convenience of users of these Terms and Conditions of Service. It is not a substitute for those Terms and Conditions, which should always be read before a decision is made as to which category the item of service belongs.

Subject Reference	Paragraph (Category)	Sub Paragraph
Armed Forces		
- Members of Armed Forces and of overseas forces in the UK, and their families	36 (1)	a.ii
- Referrals from HM Armed Forces Recruiting Organisation	37 (2)	j
Cervical cytology, screening for	36 (1)	c.iv
Children, close contact with	36 (1)	c.ii
Community Health Services practitioners, Referral from	36 (1)	a.iii
Court hearings, including fatal accident inquiries	36 (1) 37 (2)	e h.i
Courts, reports for (fatal accident inquiries)	36 (1) 37 (2)	b g, h, i
Cremation certificates	37 (2)	q
Criminal Injuries Compensation Board, referrals from	37 (2)	c

APPENDIX V (Cont'd)

Subject Reference	Paragraph (Category)	Sub Paragraph
Department of Social Security		
- statements or reports for social security purposes	36 (1) 37 (2)	b.i, b.ii b
- referrals about disabled persons' working capacity	36 (1)	a.vi
- referrals from Medical Boards and Medical Appeal Tribunals	36 (1) 37 (2)	a.v b
Disabled persons, working capacity of	36 (1)	a.vi
Disablement resettlement officers, reports for	36 (1)	a.vi
Emigration	37 (2)	d, f
Employees and prospective employees, reports on		
- of NHS employing authorities and local authority education, social services and environmental health departments	36 (1)	c.ii, c.iii
- other employees of health and local authorities, where specified in contract	36 (1)	c.v
- routine screening of health and local authority employees, where specified in contract	36 (1)	c.iv
- already under observation or treatment for sick leave purposes	36 (1)	b.iv
- routine screening of the workforce	37 (2)	k

APPENDIX V (Cont'd)

Subject Reference	Paragraph (Category)	Sub Paragraph
Employment Medical Adviser, referral from	36 (1)	a.iv
Employment Service	36 (1) 37 (2)	a.vi, b.iii p
Epidemic disease, patient with an	36 (1)	c.i
Extracts from case notes	36 (1) 37 (2)	b a
Fatal accident inquiries	36 (1) 37(2)	e h
Foreign travel, including inoculations	37 (2)	d
Form BP1 (certificate of blindness)	37 (2)	s
General practitioner, referral from for second opinion	36 (1)	a.i
Insurance reports, including life insurance	37 (2)	d, e
Legal Actions	36 (1) 37 (2)	e g, h, i
Medical Boards		
- membership of	37 (2)	o
- referral from, for a second opinion	36 (1)	a
Mental Health (Scotland) Act 1984	36 (1) 37 (2)	d n
Occupational health physician, referral from	36 (1)	a.iv
Teachers, prospective teachers and trainee teachers, in report of transmissible disease	36 (1)	c.ii
Transmissible disease, patient with a	36 (1)	c.i, c.ii, c.iii

APPENDIX V (Cont'd)

Subject Reference	Paragraph (Category)	Sub Paragraph
Voluntary workers and employees of voluntary bodies	36 (1)	c.iii.
Workman's Compensation Act 1925, referral by a medical referee	37 (2)	1

TEMPORARY APPENDIX VI

MATERNITY LEAVE AND PAY

Introduction

1. All employees will have the right to take 52 weeks of maternity leave
2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.
3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.
4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.
5. Paragraph 65 explains how to get further information about employees' statutory entitlements.
6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Eligibility

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:
 - (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;
 - (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
 - (a) of her intention to take maternity leave;
 - (b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 8 below);
 - (c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;
 - (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Changing the Maternity Leave Start Date

8. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming Maternity Leave and Pay

9. Following discussion with the employee, the employer should confirm in writing:
 - (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
 - (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and
 - (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);

- (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

Keeping in Touch

10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:

- (i) any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;
- (ii) keeping the employer in touch with any developments that may affect her intended date of return.

Work During the Maternity Leave Period

Keeping in Touch Days

11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.

12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.

13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.

14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.

15. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby

16. The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.

17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.

18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.

19. Working for part of any day will count as one KIT day

20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34

Paid Maternity Leave

Amount of Pay

21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:

- (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable;
- (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable, providing the total receivable does not exceed full pay.
- (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme

22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

Calculation of Maternity Pay

23. Full pay will 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 a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- (ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
- (iii) in the case of an employee 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 notional full sick pay.

Unpaid Contractual Leave

24. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total of leave to 52 weeks. However, this may be extended by local agreement in exceptional circumstances for example, where employees have sick pre-term babies or multiple births.

Commencement and Duration of Leave

25. An employee may begin her maternity leave at any time between eleven weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.

Sickness Prior to Childbirth

26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, 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 employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.

27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

Pre-term Birth

28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.

29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.

30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.

31. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.

Still Birth

32. Where an employee's baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.

Miscarriage

33. Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.

Health and Safety of Employees Pre and Post Birth

34. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer must carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.

35. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

Return to Work

36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.

37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

Returning on Flexible Working Arrangements

38. If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.

39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.

Sickness Following the End of Maternity Leave

40. In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.

Failure to Return to Work

41. If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions

Fixed – Term Contracts or Training Contracts

42. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii) (a), 7 (ii) (b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.

43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.

44. 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 41 above will not apply.

45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.

Rotational Training Contracts

46. Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.

Contractual rights

47. During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.

Increments

48. Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.

Accrual of Annual Leave

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

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

Pensions

51. Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.

Antenatal Care

52. Pregnant employees have the right to paid time off for antenatal care. Antenatal care includes relaxation and parent-craft classes as well as appointments for antenatal care.

Post-natal Care and Breastfeeding Mothers

53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.

54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:

- a clean, healthy and safe environment for women who are breastfeeding,
- suitable access to a private room to express and store milk in an appropriate refrigerator.

Employers are reminded that they should consider requests for flexible working arrangements to support breastfeeding women at work

Employees Not Returning to NHS Employment

55. An employee who satisfies the conditions in paragraph 7, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.

Employees With Less Than Twelve Months Continuous Service

56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.

57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.

58. All employees will have a right to take 52 weeks of maternity leave whether they return to NHS Employment or not.

59. Paragraph 65 contains further information on statutory maternity entitlements.

Continuous Service

60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 7 (i) the following provisions shall apply:

- (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;
- (ii) a break in service of three months or less will be disregarded (though not count as service).

61. The following breaks in service will also be disregarded (though not count as service);

- (i) employment under the terms of an honorary contract;
- (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;
- (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
- (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;
- (v) absence on a employment break scheme in accordance with the provisions of Schedule 25;
- (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.

62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.

63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.

64. Employers have the discretion to count other previous NHS service or service with other employers.

Information about Statutory Maternity/Adoption and Paternity Maternity Leave and Pay

65. There are occasions when employees are entitled to other statutory benefits/allowances and information about all statutory maternity/adoption and paternity rights can be found using the following links:

<http://www.dti.gov.uk/employment/workandfamilies/maternity-leave-pay/guidance/page21116.html>

http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp

http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html

Information about Health and Safety for new and expectant mothers at work can be found using the following link:-

www.hse.gov.uk

TEMPORARY APPENDIX VII

EMPLOYMENT BREAK SCHEME

General

1. NHS employers should provide all staff with access to an employment break scheme.
2. The scheme should be agreed between employers and local staff representatives.
3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.
4. The scheme should also enable employers to attract and retain the experience of staff consistent with the NHS commitment to the provision of high quality healthcare.
5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

Scope

6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.
7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

Eligibility

8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.
9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

Length of Break

10. The maximum length of break should be five years.
11. Breaks should be able to be taken either as a single period or as more than one period.
12. The minimum length of break should be three months.
13. The length of any break should balance the needs of the applicant with the needs of the service.
14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.
15. All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:
 - the effect of the break on various entitlements related to length of service;
 - a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
 - if the break is longer than one year, the applicant may return to as similar a job as possible;

- return to work at the equivalent salary level, reflecting increases awarded during the break;
- the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
- arrangements for keeping in touch during the break;
- requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
- training arrangements for re-induction to work;
- any other conditions required either by the employer or the applicant.

Return to Work

16. Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.
17. The period of the break should count toward continuous employment for statutory purposes.
18. Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.

Appeals

19. Applicants should be entitled to a written reason for the refusal of any application.
20. Applicants may resort to the grievance procedure if a request for a break is refused.

Monitoring and Review

21. All records of applications and decisions should be kept for a minimum of twelve months.

The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

TEMPORARY APPENDIX VIII

REDUNDANCY PAY

1. This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service for those who are members of the NHS pension scheme and have at least two years continuous full time or part time service and two years qualifying membership in the NHS pension scheme. Pension changes take effect from 1 December 2006. It further sets out transitional arrangements from 1 December 2006 to 30 September 2011 for staff aged over 50 at the time of redundancy who are members of the NHS Pension scheme with at least five year's pensionable service.

Definition of Redundancy

2. The Employment Rights Act 1996 Section 139 states that redundancy arises when employees are dismissed in the following circumstances:

- "where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
- where the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish".

Qualification for a Redundancy Payment

3. To qualify for a redundancy payment, the member of staff must be an employee, working under a contract of employment for an NHS employer. 'NHS employer' means NHS Boards, Special Health Boards and NHS National Services Scotland and any predecessor or successor body. Non executive directors of NHS organisations do not qualify. Contracts of employment may be written or verbal, and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required they accept the terms and conditions offered by the employer. To qualify for a redundancy payment the employee must also have at least 104 weeks of continuous full time or part time service.

Definition of Continuous Service

4. "Continuous service" means full-time or part-time employment with the present or any previous NHS Employer. If with more than one NHS employer, there must not have been a break of more than a week (measured Sunday to Saturday) between employments.

Definition of Reckonable Service

5. "Reckonable service" for the purposes of an NHS redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous NHS employer but with the following additions:

- where there has been a break in service of 12 months or less the period of employment prior to the break will count as reckonable service;
- periods of employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme will count as reckonable service;

- at employer discretion, any period or periods of employment with employers outside the NHS where these are judged to be relevant to NHS employment can be included in reckonable service.

6. The following employment will not count as reckonable service:

- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer;
- where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

Definition of a Months Pay

7. "Months pay" means whichever is the more beneficial of the following calculations:

- 4.35 times a week's pay calculated in accordance with the provisions of Section 221 to 229 of the Employment Rights Act 1996;
- an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

Calculation of Redundancy Payment

8. The redundancy payment will take the form of a lump sum, dependent on the employee's reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service subject to a minimum of two years (104 weeks) continuous service and a maximum of 24 year's reckonable service being counted.

9. Fractions of a year of reckonable service will not be taken into account.

Early Retirement on Grounds of Redundancy for Employees entitled to pension benefits

Qualification Criteria

10. Members of the NHS Pension Scheme who are made redundant and meet the conditions set out above in paragraphs 3 to 6, may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum benefit set out in paragraph 8. To qualify for early retirement the member of staff must:

- Be a member of the NHS Pension Scheme;
- Have at least two years' continuous service and two years' qualifying membership;
- Have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.*

Definition of Qualifying Membership

11. 'Qualifying membership' is membership that counts towards entitlement for benefits. Pensionable membership is membership that counts when benefits are calculated. This may be different from reckonable service for the purposes of a redundancy payment as it can include pensionable service from previous periods of employment with the NHS or another employer and periods of part time working.

* Subject to consultation, for those who are in the new pension scheme (with a normal pension age of 65), minimum pension age will be 55 from when the scheme is set up

Use of Redundancy Payment to pay for Early Retirement

12. If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.¹

13. This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under paragraph 8 then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.

Treatment of Concurrent Pensionable Employment

14. Where there is concurrent pensionable employment, members may choose between:

- Ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme) and:
- Taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55.
- Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60. 2,3

15. The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

Exclusion from eligibility

16. Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:

- they are dismissed for reasons of misconduct, with or without notice; or

¹ It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age retirement.

² Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the NHS employer authorising retirement.

³ Practitioners are general medical and general dental practitioners

- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer; or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- leave their employment before expiry of notice, except if they are being released early (see paragraphs 20 to 21 below); or
- are offered a renewal of contract (with the substitution of the new employer for the previous NHS one);
- where their employment is transferred to another public service employer who is not an NHS employer.

Suitable alternative employment

17. Employers have a responsibility before making a member of staff redundant or agreeing early retirement on grounds of redundancy to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another NHS employer. Employers should avoid the loss of staff through redundancy wherever possible to retain valuable skills and experience where appropriate within the local health economy.

18. 'Suitable alternative employment', for the purposes of paragraph 17, should be determined by reference to Sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable for alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.

19. For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Section 138 (3) of the Employment Rights Act 1996 will apply.

Early release of redundant employees

20. Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.

21. If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

Claim for redundancy payment

22. Claims for redundancy payment or retirement on grounds of redundancy must be submitted within six months of date of termination of employment. Before payment is made the employee will certify that:

- they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date;
- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

Retrospective Pay Awards

23. If a retrospective pay award is notified after the date of termination of employment then the redundancy payment and/or pension will be recalculated, and any arrears due paid,

Disputes

24. An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment should make representations to the employer via local grievance procedures. See also paragraph 22 about making a claim for a redundancy payment.

Early Retirement in the Interests of the Efficiency of the Service

25. Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.

26. These arrangements are aimed at employees who have given valuable NHS service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement.

27. The relevant NHS pension scheme certifies the grounds on which early retirement is taking place. The scheme does so on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.

Employer Responsibilities

28. Employer contributions to the NHS pension scheme do not cover the costs of early retirement benefits. There is a requirement for NHS employers to pay these costs if they retire staff early on grounds of redundancy or in the interests of the service.

Transitional Arrangements: 1 October 2006 to 30 September 2011

29. There will be transitional arrangements in place from 1 December 2006 to 30 September 2011. These transitional arrangements apply to staff:

- whose continuous NHS service and/or pension scheme membership began before 1 October 2006
- who are aged over 50 on 30 September 2006 or who reach 50 during the transition period: 1 October until 30 September 2011; (after 6 April 2010 subject to the rules on minimum pension age set out in paragraph 10)
- who are members of the NHS Pension scheme and have at least five years qualifying membership in the scheme at the date of redundancy.

30. Employees who are made redundant and qualify for transitional protection can choose between a redundancy payment under the new arrangements and payment under transitional protection. The transitional arrangements for early retirement (but not the redundancy payment) will also apply to staff given early retirement in the interests of the service and who meet the qualifying conditions in paragraph 29.

31. Transitional Protection has two phases. The first phase applies from 1 December 2006 to 30 June 2007. During this phase, the maximum pension that an employee can receive on taking

redundancy retirement is that to which they would have been entitled had they been made redundant under the old agreement on 30 September 2006.

32. The second phase is from 1 July 2007 to 30 September 2011. During this phase, as well as freezing the maximum enhanced pension at that which would have been available on 30 September 2006, there will be a further reduction so that all enhancements are removed by 30 September 2011.

33. The date used to calculate the level of both final pensionable pay and of salary for redundancy payment under the transition will be set by reference to the actual date of redundancy.

Calculation of Baseline Entitlement During Transition

34. For employees taking advantage of the transitional arrangements, and subject to a maximum of 20 years' reckonable service being counted, the lump sum redundancy payment will be calculated based on the arrangements in place before 1 October 2006 as follows. Based on service at 30 September 2006:

- 1 1/2 week's pay for each complete year of reckonable service at age 41 or over
- one week's pay for each complete year of reckonable service at age 22 or over but under 41
- 1/2 week's pay for each complete year of reckonable service at age 18 or over but under 22
- overall maximum 30 week's pay.

35. Fractions of a year of reckonable service will not be taken into account except that they may be aggregated under paragraph 34 above to make complete years. The lowest weeks' pay multiplier relevant to the employee's calculation will apply to the complete year aggregated.

Reduction to Baseline Entitlement

36. Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than 10 years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 6 2/3 years they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 6 2/3 years with pro-rata reduction for part years.

37. The redundancy payment made under these transitional arrangements will be based on the number of week's service applicable for a redundancy on 30 September 2006 along with the reduction for enhancement greater than 6 2/3 years that would have been made had the redundancy taken place on that date. If there has been a break in continuous service between 1 October 2006 and the date of redundancy, then the payment would be based on the number of years continuous service at the date of redundancy.

38. As a baseline calculation for transitional protection all employees eligible for premature payment of pension and compensation benefits under the terms of this agreement on transition shall have their reckonable years in the NHS scheme at 30 September 2006 doubled subject to a maximum enhancement of ten added years. Total reckonable years (including enhancements) will in all cases be limited to the lesser of:

- the total reckonable service that would have been attained by continuing in service to retirement age of 65; or
- 40 years; provided that:
- the enhancement of reckonable service for employees with relevant optant service shall be based on the aggregate of their reckonable NHS service and their relevant optant service.
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Transition Phase One: 1 October 2006 to 30 June 2007

39. For redundancies from 1 October 2006 until 1 December 2006, when the regulations to give effect to the transition are introduced, employees will receive enhanced pension based on the pre 1 October arrangements including the calculation of redundancy payment.

40. From 1 December 2006 to 30 June 2007, the enhancement that the employee will be eligible to receive will be the enhancement on which the pension would have been based had they been made redundant on 30 September 2006, less the number of days since 30 September 2006. For those who have any part time membership, the reduction in enhancement will be scaled down according to the scaling factor applicable at 30 September 2006.

Transition Phase Two: 1 July 2007 to 30 September 2011.

41. During this phase, maximum enhancement available to the employee made redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. For those whose enhancement on 30 September 2006 would have been greater than five years, the additional amount of service enhancement over five years should be reduced by $1/60^{\text{th}}$ for each whole month that has elapsed between 30 September 2006 and the date of redundancy. The effect of the two transition elements together is that after each year of transition, the maximum enhancement would be reduced by two years until no enhancement is available from 1 October 2011.

42. Paragraphs 29 to 42 will be removed from this agreement on 1 October 2011.

CARING FOR CHILDREN AND ADULTS

General

1. All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations Act for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Temporary Appendices VII, X and XI.
2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the NHS to improve the quality of working life.
3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy

Child and Dependant Care

4. Childcare covers a range of care choices for children from birth up to age 14 years.
5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment
6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:
 - the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
 - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;
 - equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;
 - guidelines on eligibility;
 - how the policy relates to other Appendices, in particular those covering leave and flexible working arrangements;
 - the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;
 - partnership options with other employers and trade unions;
 - allocation of senior management responsibility for the operation and monitoring of the policy
7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.
8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

FLEXIBLE WORKING ARRANGEMENTS

General

1. NHS employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.
2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination Act, and staff returning from maternity leave (see Appendix VI).
3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.
4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.
5. Policies for flexible working should be made clear to all employees.
6. Employers should develop policies on flexible working which, as far as is practicable, should include:
 - part-time working, where a person works to a pattern and number of hours by mutual agreement;
 - job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;
 - flexi-time, where employees can choose their own start and finish time around fixed core hours;
 - annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year;
 - flexible rostering, using periods of work of differing lengths within an agreed overall period;
 - term-time working, where people work during the school term but not during school holidays;
 - school-time contracts;
 - teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
 - voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;
 - fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering.
 - Flexible retirement
7. Flexible working arrangements should be available to all employees.
8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.
9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.

10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.

Monitoring and Review

11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

BALANCING WORK AND PERSONAL LIFE

GENERAL

1. NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.
2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Appendices.
3. Arrangements should be agreed between employers and local staff representatives.
4. A dependant is someone who is married to, or is a partner or civil partner, "a near relative" or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

FORMS OF LEAVE

Parental Leave

5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).
7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.
12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.
13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.
14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.
16. Reasonable paid time off to attend ante-natal classes will also be given.

17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

Adoption Leave and Pay

18. All employees are entitled to take 52 weeks adoption leave.

19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.

20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.

21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.

22. Eligibility for occupational adoption pay will be twelve months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.

23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.

24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.

25. Reasonable time off to attend official meetings in the adoption process should also be given.

26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

Keeping in Touch

Work during the Adoption Leave Period

Keeping in Touch Days

27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Appendix VI.

Leave/Time Off for Domestic Reasons

28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.

29. These provisions should cover all employees.

30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.

31. If the need for time off continues, other options may be considered, such as a career break.

32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.

33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

Monitoring and Review

34. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives

35. Applications and outcomes should be monitored annually, in partnership with local staff representatives.

36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness
37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year

INDEX

ITEM	PARAGRAPH
ACTING-UP ALLOWANCES	112
ALLOCATION OF BANDING	18 - 23
ALLOWANCES:	
Mileage	277 - 308
Sick Leave	225 - 244
Subsistence	311
ALTERNATIVE EMPLOYMENT	191
ANNUAL LEAVE	
Entitlement:	205 - 207
Six weeks per year	205
Five weeks per year	206
Change of Grade	217
General	215 - 216
House Officer	210
Leave Years	209
Locum Tenens	211 - 213
Part-Time Staff	208
Public Holidays	214
Re-entry and entry into NHS employment	342
(Residence) charges during Annual Leave	176
Voluntary Service Overseas	216
APPLICATION OF TERMS AND CONDITIONS OF SERVICE:	
Locum Practitioners	117
General provisions	343
Former Trainees in General Practice	344
APPOINTMENT TO AND TENURE OF POSTS:	
Appointment as Consultant	3
Appointment as Hospital Practitioner	6
Appointment as Associate Specialist	5
Appointment as Specialist/Specialty Registrar	10
Appointment as House Officer/Foundation House Officer 1	12
Appointment as Senior House Officer/Foundation House Officer 2	11

Appointment to Staff Grade	7
Closed grades	4
Tenure of Posts	8
Appointment for a limited period	192
Appointments held only by Part-time Practitioners	94, 105
ARRANGEMENTS FOR COVER DURING ABSENCES AND LOCUM TENENS:	
Acting-Up Allowances	112
Consultant, SHMO, SHDO and AS	106
Hospital Practitioner	107
Locum Practitioner: basis of contract	111, 113-118
Training Grades	110
Staff Grade	108
ASSESSMENT OF DUTIES FOR PART-TIME APPOINTMENTS	61 - 62
ASSESSMENT OF PAY SUPPLEMENTS	22
ASSOCIATE SPECIALIST:	
Additional Session	14
Annual Leave	205 - 206
Appointment as	5
Basis of contract	13 - 14
Increments on first appointment	127
Locum Remuneration	114
Minimum time off-duty and Extra Duty Allowance	26 - 28
Remuneration of Part-timers	63
ATTENDANCE AT COURT AS WITNESS - SPECIAL LEAVE	260
BASIS OF CONTRACT:	
Consultant, SHMO/SHDO & AS	13
Temporary Additional Session	14
Staff Grade	15 - 17
Practitioners in training grades	18 - 24
Locum Practitioners: training grades	111
BED FUND - SEE GENERAL PRACTITIONER HOSPITAL UNITS	
BLOOD TRANSFUSION SERVICE - OCCASIONAL WORK	104
CANDIDATES FOR APPOINTMENT, EXPENSES OF	313
CAR PURCHASE, LOANS FOR	302
CASUALTY WORK (STAFF FUND)	90 - 93
CARRIAGE OF PASSENGERS	308
CATEGORIES 1 AND 2	30 - 39

CHANNEL ISLANDS - COUNTING OF PREVIOUS SERVICE	132, 136
CHARGES FOR PRIVATE USE (CROWN CARS)	306
CHARGES FOR MEALS	182
CHARGES FOR RESIDENCE:	
Compulsorily resident practitioners	173
Voluntarily resident practitioners	174
Abatement of voluntary lodging charges	175
Charges during annual leave	176
Charges during sick leave	177
Charges during special or study leave	178
CLOSED GRADES	4
CONDITIONS OF USE (CROWN CARS)	305
CONSULTANT:	
Additional session	14
Annual Leave	205
Appointment to	3
Basis of contract	13
Domiciliary Consultations	140 - 149
Exceptional Consultations	155
Hard-to-fill posts	134
Increments on first appointment	126
Locum Remuneration	113
Part-timers Remuneration	63
CONTINUITY OF SERVICE - NHS TRUSTS	341
CONTRACTUAL DUTIES OF PRACTITIONERS	30 - 39
COUNTING OF PREVIOUS SERVICE:	
Locum Appointments	123
Regular Appointments	122
Service outside NHS hospitals	125, 132, 136
Counting of Service while on leave	124
CROWN CARS, ALLOCATION OF	304
DIGNITY AT WORK	332
DISCIPLINARY PROCEDURES	189
DISMISSAL: SEE TERMINATION OF EMPLOYMENT	

DISTINCTION AWARDS:	
General	1
Payment to maximum part-time practitioners	13
Counting of gross earnings for purposes of 10% limit on private practice earnings	42
10% limit on private practice earnings	42
Proportional payment for part-time practitioners	63
Calculation for staff holding more than one contract of employment in the NHS	76
Honorary appointments	81 - 84
Joint appointments	86
Rates of awards	Appendix I
DOMICILIARY CONSULTATIONS:	140 - 149
Additional Fees	142
Series of consultations - anti-coagulant therapy	143
Definition	140
Fees	141
Locum Tenens	147
Long Distance Payment	146
Maximum number of visits	148
Ophthalmologists	145
Replacement of drugs	149
EMERGENCY VISITS: MILEAGE ALLOWANCE	279
EQUAL OPPORTUNITIES IN EMPLOYMENT	331
EXCEPTIONAL CONSULTATIONS:	155 & 157
Consultants	155
General Practitioners	157
EXPENSES:	275 - 315
Candidates for appointments	313
General	275
Postage	312
Submission of claims	276
Travel and Mileage	277 - 308
Removal	314 - 315
FEES:	
Domiciliary Consultations	140 - 149
General	38
Lectures	165 - 166
Payable by Employing Authorities	32
FORMER TRAINEES IN GENERAL PRACTICE	344
"FULL PAY" (Training Grades)	23

GENERAL PRACTITIONERS	
Exceptional Consultations	157
Former Trainees	344
GENERAL PRACTITIONER HOSPITAL UNITS	87 - 93
Staff fund	87
In-patients	88
Beds under the control of a consultant	89
Casualty work	90
Basis of payment - casualty work	91
Limit on number of sessions	92
Very small casualty units	93
HOME TO HOSPITAL MILEAGE: SEE "MILEAGE ALLOWANCES"	
HEALTH AWARENESS FOR NHS STAFF	336
HONORARY APPOINTMENTS	
Appointments and distinction awards	81, 82 - 86
Retired practitioners	201
HOSPITAL PRACTITIONER GRADE:	
Annual Leave	205
Appointments to	6
Increments on first appointment	131
Locum tenens	107
HOUSE OFFICER GRADE:/FOUNDATION HOUSE OFFICER 1 GRADE	
Annual Leave	210
Appointment to	12
Basis of contract	18 - 24
Medical examination on appointment	188
Sick leave: HOs who have not passed a medical examination	226
INCREMENTAL DATES: SEE "STARTING SALARIES & INCREMENTAL DATES"	
ISLE OF MAN - COUNTING OF PREVIOUS SERVICE	132, 136
JOURNEYS BEGINNING OR ENDING AT HOME: SEE "MILEAGE ALLOWANCES"	
JOB SHARING	70
JUNIOR DOCTORS: SEE "PRACTITIONERS IN TRAINING GRADES"	
JURY SERVICE - SPECIAL LEAVE	260
JOINT APPOINTMENTS	86

LEAVE:	
Annual	205 - 217
Counting of service while on leave	124
Maternity Leave	261
Sick	225 - 244
Special	260 - 262
Study	250 - 254
LECTURE FEES	165 - 166
Lectures to Doctors or Dentist	166
Lectures to non-medical or non-dental staff	165
LIMITATION OF PRIVATE PRACTICE	42
LIMITATION OF SICKNESS AND OTHER BENEFITS	229 - 230
LIMITED SPECIALISTS	55-56
LOCAL AUTHORITIES - MEMBERSHIP OF	339
LOCUM TENENS	
Annual Leave	211 - 213
Application of Terms and Conditions of Service	117
Basis of contract (Training Grades)	111
Counting of previous service	123
Domiciliary Consultations	147
Hospital Practitioners	107
Maximum remuneration (part-time consultant, SHMO, SHDO, AS)	116
Mileage Allowances	289
Registration	118
Removal expenses	117
Remuneration of	113 - 116
Consultants	113
Associate Specialists	114
Other posts	115
Sick Leave	243
Staff Grade	108
MATERNITY LEAVE AND PAY AND EMPLOYMENT BREAK SCHEME	261
MEAL CHARGES	182
MEDICAL CERTIFICATION OF SICKNESS	235 - 236
MEDICAL EXAMINATION ON APPOINTMENT	186 - 188
Form of Certificate	187
House Officers	188
MEDICAL SUPERINTENDENTS & DEPUTY MEDICAL	

SUPERINTENDENTS	49
MILEAGE ALLOWANCES AND TRAVEL EXPENSES	277 - 308
Allowances payable to all practitioners	278
Emergency visits	279
Home to hospital mileage - (Consultants, SHMO, SHDO, SCMO, AS)	280 - 283
Liability to make emergency visits	282
Official journeys beginning at home	280
Scattered hospitals	283
Subsequent official journeys	281
Journeys beginning or ending at home: other staff	284 - 287
Full-time Staff	284
Part-time Practitioners	286
Part-time Practitioners in all grades - reserved rights	287
Locum Tenens	289
Rates of mileage allowance	291 - 304 and Appendix I
Cars out of use	296
Change in circumstances	292
Essential Users (Consultants)	291
Garage Expenses, Tolls and Ferries	301
Loans for car purchase	302
Non-classification as regular user	293
Part months of service	295
Passenger Allowances	300
Pedal Cycle Allowances	303
Payment of Lump sums	294
Protection of Existing Standard Rates	297
Public Transport Mileage Rate	299
Regular User Allowances	290
Standard Mileage Rates	298, and Appendix I
MINIMUM PERIOD OF NOTICE	195
MINIMUM TIME OFF-DUTY	
Practitioners in training grades	20 - 21
Practitioners in grade of AS	26
MISCELLANEOUS:	330 - 342
Annual leave and sick pay on re-entry and entry into NHS employment	342
Arrangements for Redundancy Payment	337
Child Care	333
Disputes procedures	335
Employees who are elected to Parliament	338
Equal opportunities in employment	331
Harassment at work	332
Health awareness for NHS staff	336
Membership of local authorities	339
NHS Trusts - Continuity of Service	341

Payment of annual salaries	340
Publications, lectures, etc.	330
Retainer Schemes	334
MULTIPLE APPOINTMENTS	71 - 78, 81 - 86
Appointments in more than one grade	73
Appointments in one grade	72
Discounting of notional half-days in excess of limit	75
Medical and Dental Staff holding more than one contract of employment in the NHS	76
Teaching and Research	78, 84 - 86
NOTICE	
Application of minimum periods	197
Contractual minimum period of notice	196
Pay during notice	198
Statutory minimum period	195
NORTHERN IRELAND - COUNTING OF PREVIOUS SERVICE	132, 136
NOTIFIABLE DISEASE - CONTACT WITH, SPECIAL LEAVE	260
OCCASIONAL WORK IN THE BLOOD TRANSFUSION SERVICE	104
PARLIAMENT, POSITION OF EMPLOYEES ELECTED TO	338
PART-TIME APPOINTMENTS:	
Annual Leave	208
Assessment of duties	61 - 62
Limited Specialists	55 - 56
Maximum Remuneration	69
Multiple appointments	71 - 75
Occasional work in Blood Transfusion Service	104
Part-time General Dental Practitioners	105
Part-time Medical Officer	94
Remuneration of Part-timers	63
Practitioners in training grades	65
Staff Grade	64, 69
Teaching and Research posts	84
Teaching duties undertaken by part-time consultants	85
PAY RATES:	1, Appendix I
Pay during notice	198
Payment of annual salary	340
PRACTITIONERS IN TRAINING GRADES	
Appointment as House Officer/Foundation House Officer 1	12
Appointment as Senior House Officer/Foundation House Officer 2	11
Appointment as Specialist Registrar/Specialty Registrar	10
Appointment as Specialty Registrar (Fixed term)	10

Arrangement for cover during absences	106 - 112
Assessment of Remunerable Time	22 - 24
Basis of contract	13 - 18
"Full Pay"	23
Notice Period	195 - 198
Part-time Appointments	61 - 69
Retention of Existing Contracts	24
PRE-REGISTRATION HOUSE OFFICERS (SEE ALSO HOUSE OFFICERS)/ FOUNDATION HOUSE OFFICER 1	
Medical Examination on Appointment	188
Sick Leave	226
PRIVATE PRACTICE	
By clinical teachers	83
Definition	40
Entitlement to undertake private practice	41
Limitation of private practice	42
PROMOTION INCREASES	133
PROTECTION OF SALARY	132
PUBLIC HOLIDAYS	214
PUBLICATIONS, LECTURES, ETC.	330
RATES OF MILEAGE ALLOWANCES	290 - 303 Appendix I
RATES OF PAY	1, Appendix I
REDUNDANCY PAYMENTS	337, 191
REIMBURSEMENT OF PETROL AND OTHER COSTS	307
REMOVAL EXPENSES:	
General	314
Rotational Appointment	315
REMUNERATION OF PART-TIMERS	63
REMUNERATION OF LOCUM PRACTITIONERS	113 - 117
Consultants	113
Maximum Remuneration of Part-time Locum Consultants, AS and SHMO/SHDO	116
Application of Terms and Conditions of Service to Locum Practitioners	117
Registration of Locum Practitioners	118
Associate Specialists	114

Other Posts	115
REPRESENTATION AGAINST DISMISSAL	190
RETAINER SCHEMES	334
RETENTION OF EXISTING CONTRACTS (training grades)	24
RETIRING AGE	
Honorary or emeritus contracts	201
RESIDENCE CHARGES	173 - 178
ROTATIONAL APPOINTMENTS	
Overseas Appointments	216, 228
Removal Expenses	315
SECTION 7 SERVICES	31
SENIOR HOUSE OFFICER GRADE/FOUNDATION HOUSE OFFICER 2	
Annual Leave	206
Appointment to	11
Basis of contract	18 - 24
SENIOR HOSPITAL MEDICAL AND DENTAL OFFICER GRADE	4a
SERVICE OUTSIDE NHS	125, 132, 136
SICK LEAVE:	
Accident due to sport or negligence	237
Calculation of allowances	227
Definition of "one month"	234
Forfeiture of rights	242
Injury on duty	238
Limitation of allowance when Insurance or other benefits are payable	229 - 230
Locum Tenens	243
Married Women	233
Medical Examination	240
Practitioners admitted to hospital	236
Pre-registration house officers	226
Previous qualifying service	228
Recovering of damages from third party	239
Residence charges during sick leave	177
Scale of Allowances	225
Staff Fund Appointments	244
Submission of doctors' statements	235 - 236
Termination of employment	241
Voluntary service overseas	228
SPECIAL LEAVE:	260 - 262
Attendance at Court as Witness	260

Contact with Notifiable Diseases	260
Domestic, personal and family reasons	262
Jury service	260
Maternity leave	261
Residence charges during special leave	178
STAFF FUND	87 - 93
STAFF GRADE:	7
Arrangements for cover during absences and locum tenens	108
Basis of Contract	15
Starting Salary	128
Remuneration of Locum Practitioners	115
Remuneration of Part-timers	64, 69
STARTING SALARIES AND INCREMENTAL DATES:	121
Counting of previous services:	122 - 125
Locum posts	123
Regular Appointments	122
Service While on Leave	124
Service Outside NHS Hospitals	125
Increments on appointment to grade:	
Consultants	126
Hard-to-fill Consultants Posts	134
Hospital Practitioner	131
Associate Specialist	127
Specialist Registrar/Specialty Registrar	130
Staff Grade	128
Interpretation	135 - 136
Promotion increase	133
Protection	132
STATUTORY MINIMUM PERIOD OF NOTICE	195
STUDY LEAVE:	250 - 254
Additional periods of leave (UK)	252
Conditions	254
Definition	250
Outside the UK	253
Recommended Standard (UK)	251
Residence Charges during Study Leave	178
SUBSISTENCE ALLOWANCES	311
TEACHING AND RESEARCH:	78, 81 - 86
Honorary Appointments	81
Joint Appointments	86
Part-time Posts	84
Private Practice	83

Whole-time Posts	82
Teaching duties undertaken by part-time consultants	85
TEMPORARY ADDITIONAL SESSION	14
TENURE OF POSTS	8 - 12
TERMINATION OF EMPLOYMENT	190 - 198
Alternative Employment	191
Applications of minimum periods of notice	197
Appointment for limited period	192
Contractual minimum period of notice	196
Pay during notice	198
Representations against dismissal	190
Statutory Minimum period of notice	195
Termination of employment - Sick Leave	241
TRAINEES IN GENERAL PRACTICE	344
TRAVELLING EXPENSES: (SEE ALSO MILEAGE ALLOWANCES)	277 - 308
USE OF HOSPITAL FACILITIES	34
VOLUNTARY SERVICE OVERSEAS	216, 228