NATIONAL HEALTH SERVICE

MEDICAL AND DENTAL STAFF

(WALES)

HANDBOOK

1 DECEMBER 2003

CONTENTS

INTRODUCTION

i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in Wales. It supersedes the handbook issued in 1994, and incorporates all amendments agreed between the Minister of Health and Social Services, Welsh Assembly Government and the medical and dental professions as at 1 December 2003.

ii. The remuneration and conditions of service set out in this handbook have been approved by the Minister under Regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) Regulations 1991 (SI 1991 No 481) and under paragraph 11 of Schedule 3 to the National Health Service Act 1977.

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 the Minister after considering the results of such negotiations. The record of amendments, at the back of this handbook, should be kept up-to-date. In particular those amendments relating to consultants in Wales approved by the Minister with effect from 1 December 2003 following agreement with the medical and dental professions in Wales are set out in the Addendum to this handbook, and cross-referenced as appropriate to the main text. Appendix vi sets out the list of paragraphs affected by these amendments and Appendix vii sets out the relevant parts of the Addendum which now apply.

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 in public health medicine and the community health service and have been so determined by the Minister for the purpose of those contracts requiring the Minister's 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 Minister, this shall be taken to mean the Minister for Heath and Social Services for Welsh Assembly Government; and Department means the Department of Health or the Welsh Assembly Government as appropriate.

vi. Where reference is made to health authorities in these Terms and Conditions of Service this should be taken as including the Local Health Boards, NHS Trusts and other bodies constituted as part of the NHS in Wales

vii. The term ‘clinical’ should be taken to include hospital medical and dental work and work in public health medicine 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

AS: Associate specialist
SG: Staff grade
SCMO: Senior clinical medical officer
CMO: Clinical medical officer
SR Senior registrar
SpR Specialist registrar
R Registrar
SHO Senior house officer
HO 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.

RATES OF PAY

1.a. Practitioners other than consultants shall be paid at the rates set out in Appendix 1. Consultants will be paid at the rates set out in the Annex to the Addendum.

b. Consultants who have reached the maximum of the salary scale shall be paid commitment awards in accordance with Chapter 5 of the Addendum at the rates given in the Annex to the Addendum.

c. Clinical Excellence Awards shall be payable where these have been recommended for an individual consultant by the relevant committee, at the rates given in the Annex to the Addendum.

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 1.

2. Payments relating to sessional employment and item of service fees in the community health service are set out in the supplement to these terms and conditions of service.

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. 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).

Associate Specialist

5.a. A medical practitioner appointed to the AS grade should have served for a minimum of four years in the registrar or staff grade, 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 relevant College or Faculty Regional Adviser and the Regional Postgraduate Dean; 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 GMC 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 HC(79)16 as amended by HSG(93)50 (WHC(PC)(79)8, as amended by WHC(93)78, in Wales). A practitioner appointed to the grade shall be a principal providing general medical or dental services under Part II of the National Health Service Act 1977. 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' full-time hospital service in the SHO or a higher grade 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 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, 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.

Senior Registrar

9. On appointment as SR a medical practitioner shall have full or limited registration and shall normally have at least four years' postgraduate experience, and a dental practitioner shall normally have been registered for at least four years. Posts shall be held for the duration of a programme of training typically of three or four years.

Specialist Registrar

10. On appointment to the grade through the requisite appointments procedure run by the Postgraduate Dean a specialist registrar 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 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.

Registrar

10.a. On appointment as registrar a medic al practitioner shall have full or limited registration and shall normally have at least two years' postgraduate experience, and a dental practitioner shall normally have been registered for at least two years. Posts shall be held for two or three years, but the appointment may be for one year in the first instance.

Senior House Officer

11. On appointment as SHO a medical practitioner shall have at least twelve months' postgraduate experience in hospital 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

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

BASIS OF CONTRACT

CONSULTANT

13. A whole time consultant appointment in the NHS in Wales will be made in accordance with the arrangements set out in Chapter 2 of the Addendum. Part time consultant appointments will also take into account paragraphs 10.5 – 10.13 of Chapter 10 of the Addendum.

AS

13.a. When a whole-time 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 this grade, 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 Health Departments, employing authorities may offer part-time appointments to be held by ASs.

b. A maximum part-time practitioner is paid ten elevenths of the whole-time salary (including any Discretionary Points 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.

c. A part time practitioner in those grades other than consultant is paid on the basis set out in paragraphs 61 to 69.

CONSULTANT

14. Any additional session or responsibilities for consultant will be assessed in accordance with the provisions of paragraphs 2.27 – 2.46 of Chapter 2 of the Addendum.

AS

14.a. Subject to sub-paragraphs f below, in exceptional circumstances an authority may, at their discretion, enter into a separate contract with practitioners in this grade, 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. 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. For consultants this will be subject to the provisions of Paragraph 2.10 of Chapter 2 of the Addendum.

c. to e. Unallocated

f. An 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 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.

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 patient 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 may 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. 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 1 session per 4-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 1 session per 4-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 1 session per 6 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 GRADES OF SR, SpR, R, SHO AND HO

18.a. Practitioners in the grades of SR, SpR, R, SHO, HO and PRHO 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 sub-paragraphs 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 grades of SR, SpR, R, SHO, HO and PRHO 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.

iii. 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 improving junior doctors working lives action team (or equivalent). The nature of the approval system is described in guidance accompanying HSC 2000/031.

f. Employing authorities must ensure that, from 1 December 2000, practitioners in the SR, SpR, R, SHO, HO and PRHO grades comply with the controls on hours of duty described in sub-paragraphs 20.a to d above (see paragraph 18.b above).

g. Employing authorities must ensure that practitioners in the HO and PRHO grades from 1 August 2001 and practitioners in the SR, SpR, R and SHO grades from 1 August 2003, comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a below.

h. 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 paragraphs 20 above and 22 below, and to comply with reasonable changes following these discussions; changes to working

arrangements shall be monitored by regional improving junior doctors working lives action team's (or equivalent's).

Payment

21a. Full time practitioners in the grades of SR, SpR, R, SHO, HO and PRHO receive a base salary. 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 EL (96)10 or HSC 1998/027 (in England), 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 at PRHO, SHO, or SpR level. Such a rotation may involve the trainee having a series of different employing trusts and contracts, but will not involve a new appointment panel.

Assessment of Pay Supplements

22. Subject to paragraph 24 below, the assessment of pay supplements for staff in the grades of SR, SpR, R, SHO, HO and PRHO 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 HSC 1998/240 and HSC 2000/031 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 Junior Doctors Contract: A general guide to the new pay system. 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 sub-paragraph 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 who work an on-call rota of 1 in 10 including prospective cover or more frequently; or

ii. to practitioners who work 1 in 5 weekends or more frequently; or

iii. to practitioners for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday.

h. Band FC 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 undertake any work outside of 8am to 7pm, Monday to Friday.

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 undertake any out-of-hours work but who do not fulfil the criteria for Band FA as described in sub-paragraph 22.g above.

j. No supplement shall apply to 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 8am to 7pm, 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 improving junior doctors working lives action team (or equivalent) in any case where there is a dispute regarding the allocation of posts to pay bands or in cases where the regional improving junior doctors working lives action team (or equivalent) 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 Junior Doctors Committee; an independent external assessor nominated by the regional improving junior doctors working lives action team (or equivalent).

iii. Decisions of the appeals panel which confirm the appellant(s) had been underpaid shall lead to the practitioner(s) receiving appropriate reimbursement backdated to the date of the change, or to 1 December 2000, whichever is applicable.

iv. Decisions of the appeals panel which confirm the trust's original decision shall lead to the trust 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 employer must:

- consult the postholders and obtain the agreement of the majority participating in the rota;
- obtain agreement from the clinical tutor for education purposes;
- submit details of the new rota to the regional action team (or equivalent) for information and invited comment.

ii. Stage two – monitoring of working pattern. Such monitoring must comply with the principles set out in HSC 2000/031 and be subject to validation by local junior doctor representatives and the regional action team (or equivalent).

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 action team (or equivalent):

- details of the change in working practice;
- monitoring data;
- agreement of postholder;
- agreement of clinical tutor.

v. Stage five – appeals mechanism (see sub-paragraph 22.l 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 medical officer for environmental health 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 paragraph 25(a), 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-paragraph (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 19(a) of the NHS (Reorganisation) Act 1974 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 3(1) of the National Health Service Act 1977, including services provided to patients who have elected to receive services under section 65(1) of the Act. They may also include work related to services provided under the following provisions:

i. under section 5(1)(b) of the National Health Service Act 1977 (relating to contraceptive services);

ii. for local authorities under section 26(3) of the National Health Service Act 1977 (in connection with their functions relating to social services, education and public health) and under section 26(1) of that Act (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 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 authority shall take the following duties into account: out-patient clinics, ward rounds, operating procedures, investigative 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 authority shall also take into account time given, for example, as consultant adviser to the authority on special branches of the service or by way of "pastoral visits" to outlying hospitals.

d. The job plan will be subject to review each year through the Job Planning Review Process set out in Chapter 1 of the Addendum, and revisions may be proposed by either the local general manager or the consultant who shall use their best endeavours to reach agreement on any revised job plan.

Section 7 Services

Fee Paying Work

31. Paragraphs 31a – 39 inclusive for consultant staff are subject to the provisions of Paragraph 2.10 of Chapter 2 in the Addendum regarding the retention of Professional fees for fee paying work.

31.a. 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 medical or dental 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 where this applies. 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 a hospital 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 Act 1977 to members of the hospital staff who are on his or her list.

Use of hospital facilities

34.a. Where, in carrying out work referred to in sub-paragraph 33a, hospital 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 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 which forms part of the services provided by the practitioner's employing authority under section 3(1) of the National Health Service Act 1977. 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 hospital medical and dental staff 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 of Social Security 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 of Social Security 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 of Social Security 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 the Secretary of State 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 health authorities or NHS Trusts, 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 health authorities, NHS Trusts and local authorities (other than those covered in subparagraph 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 health authorities, NHS trusts and local authorities, to such extent as may be approved by the Secretary of State 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 II of the Mental Health Act 1983:

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 outpatient 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 coroners' courts is normally work falling within Category 2).

37. CATEGORY 2: When work undertaken by hospital medical and dental staff 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 of Social Security, or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by the Department of Social Security;

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. for coroners, as well as attendance at coroners' courts 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 II of the Mental Health Act 1983 (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 a hospital 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 with in 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 BD8 (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 Act 1977, 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 a health authority 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 licence;

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 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 the Mental Health (Scotland) Act 1984.

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 authority for the provision of advice or services of a kind which a health authority provides under the arrangements for collaboration between health authorities and local and public authorities in accordance with Section 26 of the National Health Service Act 1977, 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 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 65(2) of the National Health Service Act 1977), 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 Act 1977 (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 provisions of Chapter 9 of the Addendum for consultants and to the limits set out in Paragraph 42 below for all other grades all practitioners (including locums) may undertake private practice or other work. All practitioners may normally 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 grade of 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 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 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 hospitals 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 a health 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 HC(PC)(76)20 is not included under this provision and should not be counted.

CLINICAL AND SENIOR CLINICAL 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.

45-59. Unallocated.

PART-TIME APPOINTMENTS

Assessment of Duties

60. For part time practitioners in the grade of consultant the Authority shall make a general assessment of the average time per week required by an average practitioner in the grade to perform the duties of the post in accordance with the provisions of Chapter 2 and 10 of the Addendum.

61. For part-time practitioners in the grades of AS, hospital practitioner and part-time medical or dental officers (paragraph 94 or paragraph 105 appointments), the 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 3½ hours flexibly worked. In making this assessment, the 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 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 Authority, and care of private patients under Section 65(2) of the National Health Service Act 1977. 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.a. Part time consultants will be remunerated on a pro rata basis to full time consultants as set out in Chapters 4 and 10 of the Addendum.

b. Except as provided in paragraph 66, the salary of a part-time practitioner in the grade of 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 an 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 Practitioners in the grades of SR, SpR, R, SHO, and HO

65.a. A practitioner in the grades of SR, R, SpR, SHO, HO and PRHO 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 grade of AS, 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 Act 1977;

iii. nine sessions for practitioners in the Staff Grade.

b. Where a practitioner holds part-time appointments with more than one authority, these maxima shall apply to the aggregate remuneration from all the 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 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 Section 11 of the General Whitley Council Terms and Conditions of Service.

MULTIPLE APPOINTMENTS

71. Where a practitioner holds appointments in more than one grade other than the grades of consultant, SpR, R, SHO and HO 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 14a 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 authority shall assess the number of notional half-days or sessions and fractions thereof per week in respect of the contract with that 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 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 subparagraph 73.a.; the fraction being determined as in sub-paragraph 72.c.

74. Unallocated

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. An AS who holds under these Terms and Conditions of Service two or more appointments, one or more of which is with an NHS Trust 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 authority(ies) shall agree with the Trust(s) 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 an AS holds two or more appointments, one or more of which is with an NHS Trust but is not under these Terms and Conditions, the 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 authority or more and with the Medical Research Council and/or a University, which together constitute whole-time employment (excluding any notional half-days 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 60 and 70 will apply for the purpose of calculating the consultant's remuneration from the 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 41 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 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. The provisions of Chapter 8 of the Addendum shall apply to such practitioners who hold honorary consultant appointments.

81 (a) Practitioners in the grades of SR, SpR, R, SHO, HO and PRHO 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 Clinical Excellence Award or Commitment Award(s) made to them pro rata to the average time per week for which they are engaged in clinical work, based on the provisions of paragraph 8.6 of Chapter 8 of the Addendum.

83-84. Unallocated

Teaching duties undertaken by part-time consultants

85. Consultants who hold paid part-time appointments with an 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 subject to the provisions of paragraph 2.10 of the Addendum regarding the retention of Professional fees for fee-paying work.

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 78b shall, where necessary, also hold honorary appointments with the authority covering access to the hospital for clinical work arising out of the Medical Research Council or University part of the appointment and shall be eligible for clinical excellence awards and commitment awards to be paid by each party pro rata to their respective parts of the appointment.

GENERAL PRACTITIONER HOSPITAL UNITS

Staff Fund

87. The health 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 health 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 a health 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 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 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 Blood Transfusion Service

104. Where a practitioner is not in contract with a health authority and undertakes occasional work for the 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 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 grades of SR, SpR, R, SHO or HO, then consultants 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 sessions for consultants, as defined in Chapter 2 of the Addendum or 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 authority, and not the practitioner, shall be responsible for the engagement of a locum tenens. The 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 authority shall, where practicable, allocate an equivalent off-duty period. If it appears to the 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.

SR, SpR, R, SHO and HO

110.a. Subject to paragraphs 112 and 113, and to sub-paragraphs b. to g. below, practitioners in the grades of SR, SpR, R, SHO and HO 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 grades of SR, SpR, R, SHO or HO 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 grades of SR, SpR, R, SHO or HO 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 the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO accepting an appointment as on a locum basis (cf. 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 Table 2 of Appendix I, or shall be entitled to receive a days 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 the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO 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 Table 2 of Appendix I.

e. A practitioner engaged as a locum for less than 40 hours of duty per week in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO 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 Table 2 of Appendix I.

ACTING UP ALLOWANCES

112. An acting-up allowance shall be payable to a practitioner who with the approval of the 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 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 health 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 the Annex to the Addendum. 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 subject to Paragraph 139 below.

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 AS

116. The maximum remuneration (excluding fees) of a locum practitioner engaged on a part-time basis in this grade 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 315 (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 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.

General Practitioners

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.
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 hospitals, 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, 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 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.

Senior Registrar

129. On first appointment as SR, one increment should be given for each year or part of a year in excess of three spent as a registrar, up to a maximum of two increments.

Registrar and Specialist Registrar

130. On first appointment as R or SpR, 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 grade.

Hospital Practitioner

131. 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

132. Where a practitioner takes an appointment in a lower grade which is recognised by the appropriate authority as being for the purpose of obtaining approved training (which may include training to enable the practitioner to follow a career in another specialty), the practitioner shall, while in the lower grade, continue to be paid on the incremental point the practitioner had reached in his or her previous appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to the higher grade or on appointment to another higher grade, 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 higher grade. 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.

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 as a part-time medical or dental officer under paragraph 94 or 105, subparagraph 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 3, 4 or 5 of the Senior House Officer scale for a period of five 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.

HARD TO FILL CONSULTANTS 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 up to the maximum of the salary scale excluding Commitment Awards. When such a post is filled, other consultants whose principal commitment is in the same hospital and specialty as the principal commitment of the advertised post, shall be entitled to be advanced up to the maximum of the salary scale from the date that their new colleague takes up post ie. on the same basis.

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 exclude extra duty allowance, or other fees payable by the health authority or allowances for junior doctors in peripheral hospitals.

Hospital Medical and Dental Staff

e. for hospital medical and dental staff, other than consultant, the rate of salary paid in the previous appointment shall also not include any payments for an additional notional half-day under paragraph 14a, additional sessions under paragraph 16 or for a salary supplement, as appropriate, for which the practitioner was contracted in that appointment. The practitioner will, however, be entitled to payment for an additional notional half-day under paragraph 14a, additional sessions under paragraph 16, or for a salary supplement, as appropriate, which are contracted for in the new appointment, and these shall be paid at the appropriate proportion of the salary determined under these provisions. For consultants this will not include the equivalent payments under paragraphs 227 – 246 of the Addendum.

Doctors in Public Health Medicine and the Community Health Service

f. for doctors in public health medicine and the community health service, a practitioner entitled to protection under paragraph 132 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 trainee scale the supplement shall be paid in any case.

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.

137-138. Unallocated.

139. Paragraphs 140 –149 for consultant staff are subject to the provisions of 2.11 of the Addendum.

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 a hospital 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 ultra-sonography 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 BD8 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 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 Act, 1977.

158-163. Unallocated.

164. Paragraphs 165 – 166 for consultant staff are subject to the provisions of paragraph 2.10 of the Addendum.

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 1. 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 hospital staff 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 (in Wales, in consultation with Postgraduate Organisers); 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/her appointment, or statutorily, to reside in a hospital 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 the hospital while as part of an on-call rota or partial shift system, no charge shall be made for his/her necessary accommodation.

Voluntary resident practitioners

174. Where a practitioner resides in hospital voluntarily a charge for the accommodation should be made and, provided consent is given, deducted from his/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 Annex A of HSC 2000/036 employers must provide the accommodation free of charge until such time as improvements have been completed.

b. Practitioners who are required to stay overnight in hospital 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 hospital 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/her subsistence away from the hospital.

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 Pension Scheme. 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".

HOs

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 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.

DISCIPLINARY PROCEDURES

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

TERMINATION OF EMPLOYMENT: REPRESENTATIONS AGAINST DISMISSAL

190.a. Subject to sub-paragraph (c), a consultant, AS, child psychiatrist appointed to a personal substantive grade under circular HC(79)7, 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 the Secretary of State against the termination by sending to the Secretary of State 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 the Secretary of State 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 the Secretary of State is 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 the Secretary of State 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 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 1 month beginning with the date on which the practitioner received notice of termination of his or her employment, require the Secretary of State 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 Joint Consultants Committee, or their deputies, and a barrister or solicitor not in the employment of the government legal service or any Health Authority. The panel shall decide whether or not the termination is on the sole ground of personal misconduct and notify the practitioner and the Authority terminating the appointment ("the Authority") 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 the Secretary of State shall:

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

ii. refer the case for advice to a professional committee consisting of representatives of the Secretary of State 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 Authority shall send to the Secretary of State its written views ("the Authority's 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 Authority fails to do so and unless the Secretary of State extends the period for such further period as the Secretary of State thinks reasonable in a case where the Secretary of State is satisfied that it was not reasonably practicable for the Authority's views to be presented within 2 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 a barrister or solicitor;

ii. may, if it thinks fit, interview the practitioner and representatives of the 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 the Secretary of State of the Authority's views;

iv. shall give its advice to the Secretary of State.

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 Authority, and

ii. include in any advice given to the Secretary of State 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, the Secretary of State 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 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 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 the Secretary of State so directs, the period of notice shall be further extended as the Secretary of State may direct in a case where the Secretary of State gives 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 the hospital and specialist services involves displacement or serious disturbance of the services of a practitioner to whom paragraphs 7 or 190 apply, the 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 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:

HO	two weeks
SHO	one month
SpR	three months
R, 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.a. When a practitioner reaches age sixty-five, the practitioner's employment shall come to an end. If the employing authority considers it would be in the interests of the service, however, they may offer to extend the practitioner's contract for one year or any lesser period, and so from time to time until age seventy.

b. Practitioners aged sixty-five or over may be employed as locums for periods no longer than a year at a time.

c. No authority shall employ a practitioner aged seventy or over unless all the following requirements are satisfied:

i. the period of employment is for two months or less;
ii. there is a pressing need for the appointment and the need cannot be met from a regular appointment;
iii. there will be a breakdown in service if the appointment is not made;
iv. the authority is satisfied that the practitioner is suitably qualified and is fit, both mentally and physically to undertake the duties of the post;
v. the practitioner is not employed for more than two months in any 9-month period.

Honorary or emeritus contracts

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

202-204. Unallocated.

ANNUAL LEAVE

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

Consultants
SRs
SpRs on the third or higher incremental points of their scale
Practitioners appointed under the terms of paragraphs 94 or 105
SCMOs Senior medical officers (community 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 as part of the assimilation into a combined child health service between 1 February 1994 and 31 January 1995.

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

Registrars
SpRs on the minimum, 1st or 2nd incremental points of their payscale
SHOs
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. a. The leave year of practitioners (other than locums) referred to in paragraph 205 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 leave year running from 1 June to 31 May retain that leave year. Consultants whose incremental dates may change after their appointment for salary incremental progression purposes, will however retain their existing leave year." as final sentence.

b. The leave year of practitioners referred to in paragraph 206 shall run from 1 November to 31 October.

HOs

210. HOs are entitled to leave at the rate of five weeks a year. The leave period of an 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 for practitioners in the grades not mentioned below shall be entitled to leave at the rate of six weeks per twelve months' continuous locum service; practitioners acting as locums for Rs, SHOs and HOs shall be entitled to leave at the rate of five weeks per twelve months' continuous locum service.
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 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.

HOs who have not passed a medical examination

226. The application of the above scale of allowances in the case of a practitioner appointed as 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 Act 1977, or any local authority, or in the Civil Service or the teaching service, or any other service approved by the Secretary of State for the purposes of Regulation 82(1) of the National Health Service (Superannuation) 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 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 of Social Security (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 agreement, 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 authority otherwise prescribes, they shall take the form of medical certificates completed by a doctor other than the sick practitioner. Exceptionally, the 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 authority. Any expense incurred in connection with such examination shall be met by the authority.

Termination of employment

241. The sick leave provisions of these Terms and Conditions or 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 as a SR, R, SpR, SHO, or HO, 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 authority is satisfied that there is substance in the report, the payment of the allowance shall be suspended until the 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 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 paragraph 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
ASs
Staff Grade
Hospital practitioners
SCMOs
Senior medical officers (community 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. SRs

In addition to an aggregate, normally equivalent to at least one day per week for individual study and specific research projects, professional leave with pay and expenses within a maximum of an annual rate of ten days over a period of three years; this allowance being cumulative over three years, provided that the total amount due in three years is not taken until one year of the appointment has been served. This allowance may be carried over within the three-year period on promotion to a permanent post in grades listed at a. above.

c. SpRs
Rs
CMOs
SHOs
HOs and post-registration medical 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 where the 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. 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. 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. 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 authority, the leave and the purpose for which it is required must be approved by all the 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 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 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 authorities for this purpose by the Department).

255-259. Unallocated.

SPECIAL LEAVE

Special leave with and without pay

260. The provisions of Section 3 of the General Council Conditions of Service shall apply, with the following qualifications:

a. Attendance at court as witness: For practitioners attending court as medical or dental witnesses such attendance is governed by paragraphs 30 to 37 and 40 to 42.

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

c. Contact with notifiable diseases: In general, the situation will not arise in the case of medical practitioners because of their professional position.

Maternity leave

261. The provisions of Section 6 of the General Council Conditions of Service shall apply.
Special leave for domestic, personal and family reasons

262. The provisions of Section 12 of the General Council Conditions of Service 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 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 subparagraph 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 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-Hospital Mileage: Practitioners in the grades of Consultant, 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 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, SR, SpR, R, SHO, HO and HP, 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 SRs, SpRs, Rs and SHOs 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.

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 a SR, SpR, R, SHO or HO who owned the home before taking up the appointment; or

ii. the home is within ten-mile s 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 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 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 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.

287-288. 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 the date on which this agreement comes into operation:

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 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 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 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 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 (30 March 1976 for practitioners holding part time appointments on 30March 1976.) 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 (30 March 1976 for practitioners holding part time appointments on 30March 1976.);

	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 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 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.

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 Table 4 of 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 the date on which this agreement comes into operation, 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 Table 4 of 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 the date on which this agreement comes into operation (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 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 authority's conditions of use shall set 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 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 Table 5 of 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 authority and multiplied by the rate per thousand miles, determined in accordance with the formula set out in paragraph B of Table 5 of Appendix I.

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

e. A practitioner shall meet the cost to the authority of the fitting of any optional extras the practitioner requires, and the contract between the 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 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 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 Blood Transfusion Service, the practitioner's headquarters shall be regarded as being the Regional Headquarters of the Blood Transfusion Service.

Postage etc

312. Any expenditure necessarily incurred by a practitioner on postage or telephone calls in the service of an 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 an 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 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 Act 1977, 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 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 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 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 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 speak, whether on matters arising out of his or her NHS service or not.

Equal opportunities

331. The provisions of Section 7 of the General Council Conditions of Service shall apply.

Harassment at work

332. The provisions of Section 8 of the General Council Conditions of Service shall apply.

Child care

333. The provisions of Section 9 of the General Council Conditions of Service shall apply.

Retainer schemes

334. The general provisions of Section 10 of the General Council Conditions of Service shall apply, subject where appropriate to the particular provisions of the Doctors and Dentists Retainer Schemes set out in Annex B of PM(79)3 and EL(90)222 respectively.

Disputes procedures

335. The provisions of Section 33 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 including those contained in the addendum apply equally to men and women, and uniformly throughout Wales, 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.

AMENDMENT TO

THE NATIONAL CONSULTANT CONTRACT

IN WALES

CONTENTS

PREFACE

Welsh Assembly Government, NHS Wales and BMA Cymru Wales (herein after to be referred to as Forum Terms and Conditions Committee (FTCC)) have agreed the following amendments to the regulation of the Consultant Contract in Wales, via the job planning process. These create :

- A basic full time working week of 37½ hours, in line with other NHS staff
- Better definition of the working week
- Organisational clarity through a revised job planning process
- A new salary scale with enhancements and additional increments
- Improved arrangements for on-call remuneration
- New arrangements for clinical commitment and clinical excellence awards
- A commitment to improve flexible working
- A shared commitment to enhance the quality of service for the benefit of patients

These amendments are intended to improve the Consultant working environment, to improve Consultant recruitment and retention, and to facilitate health managers and Consultants to work together to provide a better service for patients in Wales. This is an integral part of the modernisation of NHS Wales.

Any betterment agreed in any of the other UK countries will be reviewed in light of its potential effect on Consultant recruitment and retention in Wales.

These amendments will be kept under review by the FTCC and will be the subject of a first formal overall review by December 2005.

CHAPTER 1

JOB PLANNING

JOB PLANNING

Introduction

1.1 Effective job planning underpins the majority of the amendments to the regulation of the Consultant Contract in Wales.

1.2 In particular, the job planning process is the vehicle for the Consultant and the employer to agree the composition and scheduling of activities into the sessions that comprise the working week, mutual expectations of what is to be achieved through these, and for discussing and agreeing changes on a regular basis.

1.3 The system of mandatory job planning applies to all Consultants, including clinical academics.

1.4 Annual job plan reviews will continue to be separate from but supported by the new appraisal system. Both appraisal and job plan review will be supported by improved information.

1.5 Employers and Consultants will draw up and agree job plans, setting out the Consultant's duties, responsibilities and expected outcomes. After full discussion with the Consultant, decisions will be made as to how and when the duties and responsibilities in the job plan will be delivered, taking into account the Consultant's views on resources and priorities.

1.6 Job plans will set out a Consultant's duties, responsibilities, time commitments and accountability arrangements, including all direct clinical care, supporting professional activities and other NHS responsibilities (including managerial responsibilities). It will be a contractual responsibility to fulfil these elements of the job plan.

1.7 Job plans will set out the agreed service outcomes. These will be expected to reflect different, evolving phases in Consultants' careers, and appropriate continuing professional development requirements. The delivery of outcomes will not be contractually binding, but Consultants will be expected to participate in, and make every reasonable effort to achieve these. Pay progression via commitment awards will be informed by this process.

1.8 Where Consultants work for more than one NHS employer, a lead employer will be designated and an integrated single job plan agreed.

1.9 Where a Consultant disagrees with a job planning decision, there will be an initial referral to the Medical Director (or an appropriate other person if the Medical Director is one of the parties to the initial decision), with provision for subsequent local resolution, or appeal, if required (Paragraphs 1.34 – 1.39).

Principles

1.10 The principles are:

- Mandatory job planning for Consultants.
- Annual job plan review, supported by the agreed appraisal system and by improved information with appropriate external benchmarks.
- There will be joint responsibility to draw up and agree job plans setting out main duties, responsibilities and expected outcomes.
- Job plans to cover all aspects of a Consultant's practice in the NHS including research and teaching.
- Employers are responsible for ensuring Consultants have the facilities, training, development and support needed to deliver agreed commitments.
- Job plans should reflect agreed duties, responsibilities and expected outcomes with an interim job plan review if these change, or need to change significantly during the year.
- Equally explicit recognition of duties, responsibilities and agreed expected outcomes for clinical academics as for other Consultants.

The Job Plan

1.11 The job plan will set out the main duties and responsibilities of the post and the service to be provided for which the Consultant will be accountable.

1.12 This will include, as appropriate

- Direct clinical care duties
- Supporting professional activities
- Additional responsibilities
- Any other agreed external duties
- Any agreed additional sessions

As set out in Chapter 2 – The Working Week.

1.13 Managerial responsibilities -

The job plan will include any management responsibilities, recognising that specific responsibilities and duties will vary between Consultants.

1.14 Accountability arrangements -

The job plan will set out the Consultant's accountability arrangements both professional and managerial within the NHS organisation. Accountability will be :

- managerially typically to the Clinical Director or Medical Director, and, ultimately the Chief Executive; and,

- professionally to the Medical Director, who is accountable to the Chief Executive

The Consultant will comply with the requirements of the GMC's "Good Medical Practice" and/or GDC's "Maintaining Standards".

Time and Service Commitments

1.15 After discussion the employer and Consultant will draw up an agreed timetable specifying the nature and location of all activities in the working week including direct clinical care sessions, supporting professional activities, additional responsibilities, sessions and any other agreed duties.

1.16 A job plan will cover on call and out of hours commitments. Regular predictable commitments arising from on-call responsibilities will be scheduled into sessions. Rota commitments will also be specified.

Outcomes

1.17 Outcomes will set out a mutual understanding of what the Consultant and employer will be seeking to achieve over the next 12 months – based on past experience and reasonable expectations of what might be achievable in future.

1.18 Outcomes may vary according to specialty but the headings under which they could be listed include:

- Activity and safe practice
- Clinical outcomes
- Clinical standards
- Local service requirements
- Management of resources, including efficient use of NHS resources
- Quality of Care

1.19 Outcomes need to be appropriate, identified and agreed. These could include outcomes that may be numerical, and/or the local application of modernisation initiatives.

1.20 Delivery against the job plan may be affected by changes in circumstances or factors outside the control of the individual – all of which will be taken into account at job plan review and considered fully and sensitively in the appraisal process. Consultants will be expected

to work towards the delivery of mutually agreed outcomes set out in the job plan.

1.21 Outcomes should be kept under review, and the Consultant or Employer will be expected to organise an interim job plan review if either believe that outcomes might not be achieved or circumstances may have significantly changed. Employers and Consultants will be expected to identify problems (affecting the likelihood of meeting outcomes) as they emerge, rather than wait until the job plan review.

Job Plan Review

1.22 The job plan will be agreed between the employer and the individual Consultant on appointment to the post and reviewed annually at the job plan review. The job plan review will be supported by the same information that feeds into appraisal, and by the outcome of the appraisal discussion.

Interim job planning reviews will be conducted where duties, responsibilities or outcomes are changed or need to change significantly within the year, or where the time commitment involved breaches the contract hours Trigger Point (Chapter 2, Paragraph 2.26).

1.23 The job plan review will usually be carried out by the same person who undertakes the appraisal, in most cases the Clinical or Medical Director. The job plan review will cover the job content, outcomes, time and service commitments.

1.24 Job plan review will be an opportunity for the employer and the Consultant to address :

- Whether agreed outcomes need to be reviewed
- The adequacy of resources and,
- The need for amendment to time and service commitments

1.25 Following the discussion at the job plan review, the Chief Executive will confirm to the Consultant whether the job plan review is satisfactory, or is unsatisfactory. A satisfactory job plan review will result when a Consultant has :

- Met the time and service commitments in their job plan
- Met the agreed outcomes in their job plan, or – where this is not achieved for reasons beyond the individual Consultants control – has made every reasonable effort to do so
- Participated satisfactorily in annual appraisal, job planning and the setting of outcomes
- Worked towards any changes identified as being necessary to support achievement of the agreed outcomes in the last job plan review

1.26 This will inform decisions on pay progression. Commitment Awards will be paid automatically on satisfactory review, or in the absence of an unsatisfactory job plan review (Chapter 5).

1.27 Job plan reviews for all Consultants will take place within one month of the Consultant's incremental date, unless jointly agreed otherwise.

1.28 It is the employer's responsibility to arrange the job plan review within the relevant timescale, and for the Consultant to co-operate with this. In the absence of a job plan review a satisfactory result will be recorded.

1.29 Unsatisfactory job plan reviews may raise issues that need to be considered via the agreed Disciplinary arrangements.

Links with Appraisal

1.30 Job Planning is linked closely with the agreed appraisal scheme for Consultants, although in some cases the requirement for the appraiser to be on the Medical or Dental Register will mean that they are carried out by different people. Both the appraisal and the job plan review are informed by information on the quality and quantity of the Consultant's work over the previous year. Both processes will involve discussion of service outcomes, and linked personal development plans, including how far these have been met.

1.31 Appraisal is a process to review a Consultant's work and performance, to consolidate and improve on good performance and identify development needs which will be reflected in a personal development plan for the coming year. Appraisal discussion will cover working practices including the role of the individual Consultant in a clinical team, clinical governance responsibilities and continuing professional development as set out in the agreed personal development plan. The job plan will take account of outcomes of that discussion

1.32 Appraisal is also an opportunity to consider the longer-term career development of the Consultant. This will take account of how best to use the acquired skills and experience of a Consultant over their career in terms of benefiting other staff and the service. This will particularly be relevant in the latter stages of a Consultant's career, and will be used to inform discussions on the Consultant's time and service commitments during the job planning review, including the balance between direct clinical care and supporting professional activities sessions.

1.33 In addition, this will recognise that a Consultant's pattern of work may well change over the years. To facilitate this process, the Medical Director will arrange an interview in the Consultants mid 50's, or other appropriate time, during which the possible options are explored. These may include continuing with a mainly clinical commitment, or

replacing this with some management or teaching activity, or altering the nature of the Consultants clinical work. Any changes will be subject to the exigencies of the service.

Agreeing the Job Plan and Appeals

1.34 If it is not possible to agree a job plan, either initially or at an annual review, this matter will be referred to the Medical Director (or an appropriate other person if the Medical Director is one of the parties to the initial discussion).

1.35 The Medical Director will, either personally, or with the Chief Executive, seek to resolve any outstanding issues informally with the parties involved. This is expected to be the way in which the vast majority of such issues will be resolved.

1.36 In the exceptional circumstances when any outstanding issue cannot be resolved informally, the Medical Director will consult with the Chief Executive prior to confirming in writing to the Consultant and their Clinical Director (or equivalent) that this is the case, and instigate a local appeals panel to reach a final resolution of the matter.

1.37 The local appeals panel will comprise :

One representative nominated by the Consultant, and one representative nominated by the Trust Chief Executive. These representatives shall be from a panel nominated by BMA Cymru Wales and Trust HR Directors who have been approved as trained in conciliation techniques.

1.38 The panel will be expected to hear the appeal following the format of the employer's normal grievance procedure, and reach a decision which will be binding on both parties.

Representatives will not act in a legal capacity.

1.39 In exceptional circumstances where a decision cannot be agreed, a second panel would be constituted with alternative representatives as set out in Paragraph 1.37.

Clinical Academics

1.40 NHS Trusts in Wales will work with Universities to agree the commitments with those on honorary contracts, and build a job plan accordingly.

Job plans for Clinical Academics will recognise that their role encompasses their responsibilities for teaching, research and the associated medical services (Chapter 8).

CHAPTER 2

THE WORKING WEEK

WORKING WEEK

Introduction

2.1 The new system for organising a Consultant's working week is described below.

2.2 The working week for a full-time Consultant will comprise 10 sessions with a timetabled value of three to four hours each. After discussions with Trust management (see job planning above), these sessions will be programmed in appropriate blocks of time to average a 37.5 hour week,

2.3 There will be flexibility for the precise length of individual sessions, though regular and significant differences between timetabled hours and hours worked should be addressed through the mechanism of the job plan review.

2.4 Work in evenings or weekends will only be undertaken with the voluntary agreement of the Consultant and the employer.

2.5 For a full time Consultant, there will typically be 7 sessions for 'direct clinical care' and 3 for 'supporting professional activities' (Paragraphs 2.20 and 2.21 below). Variations will need to be agreed by the employer and the Consultant at the job planning review.

Further consideration will be given to:

- 'Additional NHS responsibilities' that may be substituted for other work or remunerated separately

- 'other duties' – external work that can be included in the working week with the employer's agreement.

2.6 There will be scope for local variation to take account of individual circumstances and service needs. For example; management, teaching, research and development.

2.7 There will be scope for flexible working.

2.8 With the employer's and Consultant's agreement, specified additional NHS responsibilities, for instance additional work undertaken by clinical governance leads, Caldicott Guardians or Clinical Audit leads, may be included in the working week.

The employer and the Consultant will work together to manage such additional NHS responsibilities.

These responsibilities will be substituted for other activities or remunerated separately by agreement between the Consultant and the employer.

2.9 Certain other external duties, for example inspections for CHI or trade union duties, or duties in connection with professional healthcare organisations, may also be included in the working week by explicit agreement between Consultant and employer. The employer and the Consultant will work together to manage such external duties. Where carrying out other duties might affect the performance of direct clinical care duties, a revised programme of activities should be agreed as far in advance as possible.

2.10 Fee paying work including Category 2 (such as for government departments and additional work for NHS organisations) should not attract double payment.

However, it may be carried out with the professional fee retained by the Consultant in the following circumstances, which will be agreed in the job plan review :-

1. When carried out in the Consultants uncontracted time or in annual or unpaid leave.

2. Where it is agreed the work involves minimal disruption to contracted NHS time. This may be particularly relevant in circumstances such as the undertaking of the occasional post-mortem examination for the Coroner's office. This will be considered as part of the job plan review.

3. Where such work constitutes a significant element of time, Consultants will identify this in the job planning process, and identify 37½ hours of time provided to the NHS apart from this work.

If none of the above circumstances apply and the work is carried out within NHS sessions with no compensatory time provided elsewhere, the professional fee is remitted to the employer.

Otherwise provision as set out in Terms & Conditions, Paragraphs 30 to 39.

2.11 Domiciliary visits as defined in Section 140 of Terms & Conditions, and Family Planning fees will attract a fee when undertaken outside NHS sessions.

Where it is agreed there is minimal disruption in undertaking this work during contractual time, the practitioner will retain the fee.

2.12 Sessions of “supporting professional activities” – mutually agreed at the job planning review, may be scheduled across the week such that up to one session of contractual commitment may take place outside the normal working hours leaving a similar period free in which there is no contractual commitment during normal working hours.

Supporting professional activities sessions will be exclusively devoted to NHS work. The location(s) of this will be discussed and agreed at the job planning review.

This will recognise the normal good practices for flexible working arrangements available to all NHS staff (Chapter 10 - Equal Opportunities).

2.13 For full time Consultants travelling time between their main place of work and home or private practice premises will not be regarded as part of those sessions. Travelling from main base to other NHS sites, travel to and from work for other NHS emergencies, and ‘excess travel’ will count as working time.

‘Excess travel’ is defined as time spent travelling between home and a working site other than the Consultant’s main place of work, after deducting the time normally spent travelling between home and main place of work. Employers and Consultants may need to agree arrangements for dealing with more complex working days.

2.14 The contract will allow for additional sessions to be contracted separately up to and above the maximum permitted under the Working Time Regulations where agreed between employer and Consultant.

Principles

2.15 Structure of the working week should:

- Set clear levels of accountability and contractual commitments, alongside reasonable expectations of professional flexibility
- Recognise different patterns of work intensity, including emergency work
- Allow for flexible working patterns to facilitate the modernisation agenda.

Working Week

2.16 Welsh Assembly Government, NHS Wales and BMA Cymru Wales agree that the contract should not involve any element of clocking on and off and overtime payments will not be available. It is also recognised that there should be scope for variation, up and down, in

the length of individual sessions from week to week around the average assessment set out in the job plan

2.17 The working week will be expressed in terms of sessions which for a full time Consultant will be 10.

2.18 Each session will typically be of between 3 – 4 hours duration.

2.19 The total normal hours in the working week will be 37½ hours.

2.20 **Direct clinical care** covers:

i) Emergency duties (including emergency work carried out during or arising from on-call).
ii) Operating sessions including pre and post-operative care.
iii) Ward rounds.
iv) Out-patient clinics.
v) Clinical diagnostic work
vi) Other patient treatment
vii) Public health duties
viii) Multi-disciplinary meetings about direct patient care
ix) Administration directly related to patient care (e.g. Referrals, notes)

2.21 Supporting professional activities cover a number of activities which underpin direct clinical care, including:

i) Training
ii) Continuing professional development
iii) Teaching
iv) Audit
v) Job Planning
vi) Appraisal
vii) Research
viii) Clinical Management
ix) Local clinical governance activities

2.22 Regular and significant differences between a Consultant's timetabled hours and the hours actually worked will need to be discussed as part of job plan reviews either at the planned annual review or an interim job plan review

Flexibility

2.23 The contract will allow, by agreement between Consultants and employers, for flexible timetabling of commitments over a period. Flexible timetabling could help meet varying service needs by allowing adjustment to working patterns at different times of year.

It could, in some cases, fit with the need for teaching and research requirements. Examples could include:

- Offering the flexibility for a Consultant to focus on an intensive research project for part of the year or to alternate clinical and teaching duties across the year;

- Term time working

- Consultant of the week arrangements

2.24 When arranging flexible timetables, the contract as a whole will be expressed in terms of the annual equivalent of the working week.

By agreement between the Consultant and the employer, the job plan will specify variations in the level and distribution of sessions within the overall annual total. A Consultant could thus work more or less than the standard number of sessions in particular weeks.

2.25 Any variations in the length of the working week will need to be considered within the provisions of the Working Time Directive.

2.26 It is recognised that Consultants may be undertaking more or less hours than the normal 37.5 hours in the week. Job planning review will be triggered if Consultants regularly work one session more (or less than) these hours each week on average. There will be no increase or decrease in remuneration until the job plan review is triggered by either party. In this event, the provisions of Paragraphs 2.27 – 2.31 below (Unrecognised Additional Work) will apply.

Unrecognised Additional Work

2.27 Where it is identified, through the job planning process, that a Consultant is undertaking a session or more a week of additional or pro rata for part-time work on a regular basis, in excess of their contracted hours, and not arising at the request of the employer, then the employer can request that such work be continued as additional sessions for the relevant period of time in excess of the contracted sessions, or discontinued as required.

2.28 These additional sessions will be voluntary, and can be ended at the request of either the Consultant or the employer, with reasonable notice.

2.29 They may be undertaken during the working week in uncontracted time within an agreed overall annual total.

2.30 Such sessions will be paid initially at plain time rates, then at a premium rate of 1.25 after 24 months, and subsequently at a higher premium rate of 1.5 after 48 months.

2.31 There will be an expectation that such work will be eliminated or undertaken in other ways over a period of time.

Planned Additional Sessions

2.32 Consultants may be requested by their employer to carry out additional sessions from time to time in excess of their contracted sessions.

2.33 These additional sessions will be voluntary.

2.34 They may be undertaken during the working week in uncontracted time within an agreed overall annual total.

2.35 Remuneration for such work will be locally negotiated between the employer and the Consultant.

Waiting List Initiative Sessions

2.36 Waiting List Initiatives work may be requested by the employer to be carried out in addition to the Consultant's contracted sessions.

2.37 These additional sessions will be voluntary.

2.38 Such sessions may be undertaken in uncontracted time.

2.39 Remuneration for such work will be at the rate set out in the Annex when carried out on Trust premises. All aspects of such work will be taken into account in calculating such sessions, e.g. time taken to see patients pre and post operatively.

Additional responsibilities

2.40 Some Consultants have additional responsibilities agreed with their employer which cannot reasonably be absorbed within the time available for supporting activities. These will be substituted for other work or remunerated separately by agreement between the employer and the Consultant. Such responsibilities could include those of:

- Caldicott guardians
- Clinical audit leads
- Clinical governance leads
- Undergraduate and postgraduate deans, clinical tutors, regional education advisor
- Regular teaching and research commitments over and above the norm, and not otherwise remunerated
- Professional representational roles

2.41 Responsibilities of Medical Directors, clinical directors and lead clinicians will be reflected by substitution or additional remuneration agreed locally.

Other duties

2.42 Certain other external duties, including work for other NHS organisations, might be specified as within the working week by explicit agreement between Consultant and employer based on a clear understanding of the sessions that will be fulfilled.

Such duties, all of which must be explicitly agreed in advance, and may involve a rearrangement of clinical activities, could include:

- Trade union duties
- Acting as an external member of an Advisory Appointments Committee
- Undertaking assessments for the NCAA
- Reasonable quantities of work for the Royal Colleges in the interests of the wider NHS
- Specified work for the General Medical Council
- Undertaking inspections for the Commission for Health Improvement or other health regulatory bodies

2.43 For any other professional activities which are not covered in the job plan, depending on the nature of the duties, paid professional leave or unpaid leave may be available.

2.44 Study leave, with pay and expenses will be granted regularly. Employers may, at their discretion, grant further study leave above the limit as set out in Paragraph 252 of Terms and Conditions of Service, with or without pay. Otherwise, time taken out of the working week for such commitments will be treated as annual leave

2.45 All Consultants will be eligible to apply for sabbatical leave (Chapter 14, Paragraphs 14.5 – 14.9).

2.46 All time taken out of the agreed working week (annual leave, professional or study leave) will have to be agreed in advance, where possible with at least six weeks notice. Paragraph 215 Terms and Conditions will continue to apply.

Clinical Academics

The above arrangements will apply to Clinical Academics employed by, or working under, an honorary contract with NHS Wales, except as set out in Chapter 8.

CHAPTER 3

ON CALL AND EMERGENCY WORK

ON CALL / EMERGENCY WORK

3.1 All emergency work that takes place at regular and predictable times (e.g. post-take ward rounds) will be programmed into the working week on a prospective basis and count towards a Consultant's sessions. Less predictable emergency work will be handled, as now, through on-call arrangements. The arrangements for recognising work arising from on-call duties are described below.

Availability and Emergency Work

3.2 In cases where there is a very rare need for a Consultant to be called outside the time-tabled working week, employers and Consultants will review the need for on-call arrangements.

3.3 Consultants will be required to be contactable throughout the on-call period.

3.4 As a principle work actually carried out when a Consultant is on call and required to work will be recognised and remunerated.

3.5 The first three hours of work done during on call periods per week – averaged over a six month period – unless specifically agreed otherwise will attract one direct clinical care session of time within the working week. Where this averages less than three hours, this will attract the appropriate proportion of a session of time.

3.6 The existing out of hours intensity banding will continue to apply at new enhanced rates as set out in the Annex.

3.7 Consultants will not normally be resident on call.

3.8 In exceptional circumstances where the Consultant is requested and agrees to be immediately available, i.e. 'resident on call', this will be remunerated at three times the sessional payment at Point 6 of the Consultant salary scale, excluding commitment awards and Clinical Excellence awards. In such circumstances, there will be an agreed compensatory rest period the following day.

For these purposes, a session will comprise four hours and apply between 5pm and 9am weekdays and across weekends.

3.9 If such situations occur persistently, the employer will need to review options, with the appropriate Clinicians, to find an alternative arrangement.

Other emergency re-calls

3.10 Consultants not on an on-call rota may be asked to return to site occasionally for emergencies but are not required to be available for

such eventualities. Emergency work arising in this way should be compensated through a reduction in other sessional activities on an ad hoc basis.

Where emergency recalls of this kind become frequent (eg more than 6 times per year), employers should review the need to introduce an on-call rota.

Reviewing frequent on-call rotas

3.11 Welsh Assembly Government, NHS Wales and BMA Cymru Wales are committed to working with the medical profession to eliminate unnecessary on-call responsibilities and to minimise the number of Consultants on the most frequent rotas (1 in 1 to 1 in 4).

3.12 In conjunction with implementation of these amendments, NHS Trusts in Wales will be asked to identify the reasons for high frequency rotas and produce action plans for reducing, and where possible, eliminating such rotas.

3.13 Where Consultants have onerous out of hours duties, the job plan review will be used to ensure that there is adequate flexibility to provide compensatory rest.

3.14 The European Working Time Regulations will apply and be implemented.

3.15 The FTCC will continually review out of hours payments, and this will form part of the formal review, the first of which will take place by December 2005, and at dates to be agreed thereafter. This will address options for compensation including financial remuneration where appropriate.

CHAPTER 4

PAY AND PAY PROGRESSION

PAY AND PAY PROGRESSION

Principles

4.1 The system of pay progression for Consultants will:

- ensure fairness and consistency
- reward sustained good performance
- reward long-term commitment to the NHS
- facilitate better career development for Consultants
- ensure minimum duplication and bureaucracy for employers and Consultants
- will encourage modernisation and innovation in NHS Wales

Summary

4.2 Under the new pay arrangements –

- there will be a higher starting salary;

- there will be two additional incremental Points on top of the salary scale to allow for automatic progression to a higher maximum basic salary;

- there will, in addition, be 8 commitment awards, occurring at three-yearly intervals for all Consultants, awarded automatically on satisfactory job plan review or in the absence of an unsatisfactory job plan review (Chapter 5);

- there will also be an England and Wales Clinical Excellence Awards scheme (Chapter 5);

- existing Consultants will progress through commitment awards on the same basis as new Consultants, but with quicker progression on satisfactory review or in the absence of an unsatisfactory job plan review for more senior Consultants (as set out in Chapter 12 - Transitional Arrangements).

4.3 The new payscale is set out in the Annex.

CHAPTER 5

COMMITMENT & CLINICAL EXCELLENCE AWARDS

COMMITMENT & CLINICAL EXCELLENCE AWARDS

5.1 In Wales, new Commitment and Clinical Excellence Awards Schemes, will replace the existing discretionary Points and distinction awards.

Principles

5.2 The new Awards scheme will:

- be transparent, fair and based on clear evidence;
- be open and accessible to all Consultants;
- better reward those Consultants who continue to contribute effectively to service delivery and patient care on a sustained basis, and those who contribute most to the NHS, recognising their contribution to innovation and modernising the service;
- support the practical application of skills and knowledge (including teaching and research) for the benefit of patients;
- be related to a satisfactory appraisal and job plan review;
- allow Clinical Excellence awards to be reviewed regularly;
- ensure fair distribution between academic and non-academic award holders.
- recognise innovation and modernisation

5.3 The scheme will comprise:-

(i) a regular progression of **commitment awards** available to all Consultants throughout their career once they have reached the top of their incremental scale, who have demonstrated their commitment to the service by satisfactory Job Plan Review or by the absence of unsatisfactory job plan reviews; and,

(ii) a number of Clinical Excellence awards available to those Consultants who have made outstanding contributions to the development of the service and/or the greatest levels of achievement in research and/or teaching whether locally, nationally, UK-wide or internationally.

Commitment Awards

5.4 All Consultants will be eligible for a Commitment Award once they have completed three years service after reaching Point 6 on the Consultant Pay Scale, and then at three-yearly intervals after they have received

their previous Commitment Award, until they have achieved the eight Commitment Award levels available under the scheme.

5.5 It is anticipated that the overwhelming majority of Consultants will achieve Commitment Awards on a regular basis.

5.6 The appropriate Commitment Award will be paid automatically in the absence of an unsatisfactory annual job plan review over the required period.

5.7 The aim is to help the Consultant achieve satisfactory outcomes for the benefit of the service. Therefore, any potential obstacles to achieving satisfactory outcomes must be raised and discussed between the Consultant and their employer as soon as these become apparent, and not be delayed until the next planned review. This is to enable any remedial action to be taken and avoid an unsatisfactory job plan review wherever possible.

5.8 In the rare event of an unsatisfactory job plan review, the employer will give details of the reasons for such a result, in writing, record whatever remedial action is agreed, and give a defined timetable for its completion. If such agreement is not reached, there will be recourse to the appeal process (Chapter 1, Paragraphs 1.34 – 1.39).

An interim job plan review will be arranged no longer than 6 months following the unsatisfactory job plan review.

5.9 If the Consultant has remedied the situation, a satisfactory job plan review will be recorded as usual.

If the interim job plan review is also unsatisfactory, the Consultant will receive a formal letter outlining the reasons for deferring their commitment award for the period of one year. This deferment will also be subject to a right of appeal as agreed (Chapter 1, Paragraphs 1.34 – 1.39). Deferment may continue in subsequent years if agreed corrective action has not been completed at the next scheduled job plan review.

5.10 Each level of Commitment Award is worth an amount per annum, which is permanent, superannuable and is set out in the Annex.

Clinical Excellence Awards

5.11 There will be a national Clinical Excellence Award scheme for England and Wales. All awards will be governed by a common rationale and objectives with the criteria and eligibility for awards set nationally in line with current England and Wales arrangements, unless otherwise amended.

There will be a standard nomination form for all levels of award, which will contain details of the current level of award and the level of award for which the Consultant is being considered.

5.12 The new advisory committee on Clinical Excellence Awards (ACCEA)) will make these awards, and will publish an annual report, which will include information on the distribution of higher awards.

5.13 Consultants who have at least one years' experience at consultant level will be eligible for Clinical Excellence awards. Criteria will be developed to ensure that Consultants whose duties are not primarily concentrated on front line care, e.g. clinical academic and public health doctors, are able to receive Clinical Excellence awards based on their overall contribution to the NHS. Consultants at age 55 will be invited to apply for a higher award on the basis of their local contribution, subject to sustained levels of excellence locally. Consultants delivering a wholly local contribution will be eligible to progress to the top level of Clinical Excellence awards.

5.14 There will be four levels of Clinical Excellence Award worth an accumulative amount per annum, as set out in the Annex. i.e. once the first level of Clinical Excellence Award is made, this replaces any Commitment Awards previously made to the Consultant and higher Clinical Excellence Awards replace any existing Clinical Excellence Award the Consultant is then receiving.

5.15 The CEAC will, subject to the application of strict guidelines, be permitted to make a higher level Clinical Excellence Award to a Consultant without the need for the Consultant either to have been previously awarded any lower level Clinical Excellence Awards, or to have been in receipt of any commitment awards.

5.16 All levels of award will be paid in addition to a Consultants' basic salaries :

- Higher awards will subsume the value of any clinical excellence award held previously.
- Awards will be paid on a pro rata basis to part-time staff
- Awards will be uprated, subject to the recommendations of the Doctors and Dentists Pay Review Body

5.17 Consultants with existing discretionary Points or distinction awards will retain these awards and will be eligible to apply for further awards under the new scheme in the normal way. Each existing discretionary Point will be converted into a commitment award and each existing distinction award will be protected without loss or detriment.

CHAPTER 6

DISCIPLINARY ARRANGEMENTS

DISCIPLINARY ARRANGEMENTS

The Disciplinary Arrangements for Medical and Dental Staff in Wales are the subject of continuing negotiations.

In the meantime, existing procedures and circulars will apply.

CHAPTER 7

MODERNISATION & INNOVATION

MODERNISATION AND INNOVATION

7.1 Welsh Assembly Government, NHS Wales and BMA Cymru Wales confirm their commitment to work together to ensure the best services possible for patients through a modern patient-centred service

7.2 In line with "Good Medical Practice" and "Maintaining Standards", individual Consultants will work with their employer to :-

- continue to identify appropriate ways of better organising and delivering their service to reflect the patient experience locally and best practices elsewhere;
- continue to adapt their clinical practice to reflect emerging best practice and professional standards;
- contribute to both the planning and implementation of changes in the wider organisation and delivery of services to reflect the appropriate balance between, e.g.:
    - primary, secondary and tertiary care
    - inpatient, day case and outpatient care
    - care provided in the patient's home, in a community or a hospital setting
    - the use of new technology to facilitate better diagnosis, treatment and communication with patients and other care providers, and to use resources efficiently and effectively;
        - contribute to and, as appropriate, lead the development of new skills amongst other healthcare staff or service providers – within appropriate professional standards and guidance – to the benefit of patients and patient care delivery.
        - endeavour to work with clinical and other colleagues to enhance relationships to further these aims, eg through team working.

7.3 BMA Cymru Wales has produced the following, 'Consultants leading the Modernisation Agenda for Wales', which sets out further guidance on practical examples of modernisation.

CONSULTANTS LEADING THE MODERNISATION AGENDA FOR WALES

Changes in medical science occur at a breath taking pace, yet many of today's innovations and certainties will be redundant or revised in a few years time. The provision of Health services also has to change rapidly to accommodate new treatments, patients' expectations, the current medico-legal and political environment, and the way in which doctors work.

Consultants in the NHS in Wales are at the forefront in adapting to changed circumstances, finding innovative solutions to intractable problems and often changing their practice radically to adapt to new methods of working to improve patient care. Ten doctors from Wales were identified in a recent BMA publication, "Pioneers in patient care : Consultants leading change", and there are examples of outstanding practice throughout Wales.

The Welsh Consultants and Specialists Committee (WCSC) proposes an "NHS Wales Service Innovation Board". This group would be led by clinicians who enjoy the respect of their colleagues and with a track record of research and innovation. The group would be tasked to identify areas of best practice and evaluate innovations, using evidence-based tools, then disseminate the best ideas and practice across Wales. The process would need to be continually audited to demonstrate clear evidence of patient and service benefit, and would require political support and funding.

AREAS OF DEVELOPMENT

Coping with Demand

The annual winter bed crisis and overwhelmed casualty departments are the first port of call for journalists looking for a health story.

Some casualty departments have provided innovative solutions to circumvent the current lack of capacity in the system which include –

- Triage at the front door by a Consultant and senior nurse, who allocate patients either to minor injuries where they are seen and treated by a nurse practitioner, or to major injuries, where they are seen and managed appropriately by a senior doctor.

- Nurse practitioners are able to order radiology and pathology investigations, saving time.

- Walk in centres at smaller hospitals, where nurse practitioners can manage minor conditions.

- A "see and treat" policy, which reduces the amount of time spent by patients in the casualty department before being admitted or discharged.

- Ambulatory Care centres at larger hospitals catering for full day surgery lists.

Shortage of Doctors

Most specialties are having to adapt to the reduction in junior doctors hours and the increased amount of training required by SHO's and SpR's. Solutions include –

- Consultants training nurse practitioners and other health professionals to take on practical procedures, usually performed by doctors, e.g. endoscopies in gastro-enterology, ultrasound examinations in radiology, microscopic management of discharging ears in ENT and chronic disease management in diabetes, rheumatology and asthma.

- More imaginative use of the Staff and Associate Specialist Grade specialists to take on more challenging tasks.

- Many senior doctors now work in teams with other professionals who provide semi autonomous clinical care. Physiotherapists will now see and treat back pain and sports injuries, speech therapists assess and treat stroke patients, voice disorders and dysphagia. Audiological scientists assess and treat vertiginous patients. Senior psychiatric nurses and psychologists can do much of the work previously done by psychiatrists freeing Consultants to tackle increasing medico-legal responsibilities.

- Nurse practitioners also have a role in training medical students and junior medical staff in specialised areas in addition to improving the practical training of nurses on the wards and supporting primary care.

Changing the delivery of local services

The increased complexity of managing many conditions, and reduced numbers of junior medical staff able to provide round the clock care will mean the redesign of services across Wales. This process is more likely to be successful if lead by clinicians with local ownership in contrast to a top down imposed political "solution".

Solutions which Consultants have already devised to overcome these difficulties include:-

- Innovative cross cover arrangements

- Improved use of IT and telemedicine to access expert advice from a regional centre

- Local networking to ensure that specialist care is provided to large geographical areas

- Good relationships with regional referral centres to allow patients to be treated locally (hub and spoke approach)

- Imaginative shared care arrangements for community patients.

Research and Development

All Consultants are trained in research methods and possess scientific curiosity, but often lack the time and support to pursue their ideas. Any individual involved in research and innovation is more likely to be receptive to new ideas and modernisation, more likely to challenge out dated methods of practice and to be using cost effective, evidence based best practice to improve patient care.

Necessity is often referred to as the mother of invention. There are many examples of Consultants in Wales who have developed new treatments, new instruments or new ways of working. Very often these individuals are relatively unsupported, as research grants and the research and development machinery are now increasingly geared to large institutions or multi centre cancer trials. Small but useful innovations need to be able to be implemented quickly, and with the minimum of formality.

We would suggest re-invigorating the small grant scheme in Wales, where a clinician would have to go through a minimum of bureaucracy to start a project. In addition, a "Welsh innovator" award would further help to foster grass roots ideas.

User Involvement

The public, quite rightly, wants a greater say in how services are planned and managed. Clinicians in mental health services have begun to lead the way around Wales :

- Numerous small projects allow patients, carers and voluntary organisations to design services around their needs with the advice and support of professionals.

- The evidence base is expanding with patients being encouraged to suggest research into issues which matter to them.

- Expert patients are encouraged to help themselves and others to actively manage their own illness alongside the professionals.

New ways of working

Partnerships are starting to develop where the particular knowledge and enthusiasm of voluntary organisations is matched with supervision from clinicians and other professionals to provide the best use of a variety of local resources and expertise. This ensures services that are seamless, relevant and efficient as well as effective. They can also help to manage the problems

of staff shortages in the NHS. An unexpected side effect has been the ability of these projects to aid recruitment and retention. Clinicians have discovered it is stimulating to work with non-professionals, and the innovative projects allow flexible working solutions for many who would otherwise have to leave the NHS.

These are all in their infancy, and will need recurrent funding to keep them going and should be included as part of the service commissioning and resource allocation. Consultants involved therefore ensure that all projects are rigorously and scientifically evaluated to ensure that they work before asking for this commitment of public money.

Education and Training

The changing demographics and values of society make it essential that medical education changes to produce doctors who are equipped for the uncertainties of these new ways of working. We also need to ensure that young people are encouraged to enter and remain in the health professions. Welsh educational establishments are at the forefront of innovations in flexible training and support for clinicians with disabilities, as well as the monitoring and retraining of those who find the pace of change too fast.

Summary

The future of the Health service in Wales is the most challenging task facing the Welsh Assembly Government. The proposals above would harness and mobilise effectively the creativity and skills already present in front line staff.

A highly trained, well-motivated and innovative Consultant workforce is the key to ensuring a service capable of responding to our current difficulties and the challenges of the future. Consultants remain at the cutting edge of innovation and modernisation in the Health service. We particularly welcome the Welsh Assembly Government in their non-confrontational and collaborative attitude to Consultants in Wales, and look forward to working together to achieve a healthier future for the people of Wales.

CHAPTER 8

CLINICAL ACADEMICS

CLINICAL ACADEMICS

Principles

8.1 Clinical Academics undertake both academic and service commitments, irrespective of who employs them. As such, both University and NHS representatives need to be involved in agreeing and implementing the amendments set out in this document.

8.2 The existing principle of parity with NHS Clinical Consultant Colleagues should continue to apply for Clinical Academics holding an Honorary Consultant Contract.

Provisions

8.3 The job planning process as set out in Chapter 1, will apply to Clinical Academics in relation to their NHS commitments.

8.4 A University and an NHS representative will be present with the Clinical Academic in all job plan reviews. With agreement by all parties, this may be one and the same person.

8.5 All Clinical Academics will have a joint appraisal arranged by their employer, with both a University and NHS representative involved. With agreement by all parties, this may be one and the same person.

8.6 Clinical Academics who hold an honorary Consultant Contract that work 4 Direct Clinical Care sessions and two Supporting Professional Activities sessions will be treated as if they are a whole time NHS consultant as defined in Chapter 2. If they work fewer than 6 sessions they will be treated as part-time, as set out in Chapter 10. Normally up to one Clinical Teaching session or Clinical Research session from the NHS sessions can be considered as part of the Direct Clinical Care sessions. Otherwise further Teaching and Research sessions will be available in the 4 non-NHS sessions.

8.7 Clinical Academics will be eligible for, subject to satisfactory job plan reviews, commitment and clinical excellence awards as set out in Chapter 5.

8.8 All Clinical Academics will be eligible for a commitment award once they have completed three years service after reaching Point 6 on the clinical senior lecturer/professional pay scale and then at three yearly intervals after they have received their previous commitment award, until they have achieved the eight commitment award levels available under the scheme.

The appropriate commitment award will be paid automatically on satisfactory review, or in the absence of unsatisfactory job plan reviews over the required period.

8.9 Clinical Academics with existing discretionary points or distinction awards will retain these awards and will be eligible to apply for further awards under the new scheme in the normal way. Each existing discretionary point will be converted into a Commitment Award, and each existing distinction award will be converted into the appropriate Clinical Excellence Award.

8.10 Where on call is worked, this will be remunerated on the same basis as an NHS consultant.

8.11 All Clinical Academics will have a joint induction programme arranged by their employer to facilitate their introduction to their new role with both their Trust and University.

8.12 All Clinical Academics will adhere to Trust policies and procedures while carrying out their duties under their honorary contracts.

8.13 Clinical Academics are eligible to apply for sabbaticals as set out in Chapter 14, based on joint agreement between the Trust and University.

8.14 All Clinical Academics will work with the Trust who award their honorary contract to meet the Modernisation and Innovation Agenda for Wales, as set out in Chapter 7.

8.15 All other provisions relating to Clinical Academics will apply as per their University contract.

CHAPTER 9

PRIVATE PRACTICE

PRIVATE PRACTICE

Principles

9.1 Any Consultant undertaking private practice must demonstrate that they are fulfilling their NHS commitments.

9.2 There must be **no** conflict of interest between NHS work and private work.

9.3 The needs of patients in the NHS will not be prejudiced by the provision of services to private patients.

9.4 Work outside NHS commitments will not adversely affect NHS work, nor in any way hinder or conflict with the needs of NHS employers and employees.

9.5 NHS facilities, staff and services may only be used for private practice with the agreement of the NHS employer.

Disclosure of Information about Private Practice

9.6 Consultants will inform their employers of any conflicts between their NHS commitments and their private practice and work with their employer using the job planning process to resolve any such conflicts.

9.7 This process will be undertaken at least annually or more frequently if changes for either the Consultant or employer warrant job plan review.

9.8 The Consultant will be required to inform their Chief Executive of any issues arising from their private practice which might significantly affect their ability to fulfil their NHS Commitments as soon as possible.

Schedule of Work

9.9 Consultants will not undertake private practice which prevents them being available to the NHS when on-call.

A Consultant with a low likelihood of recall may undertake appropriate private practice when on-call for the NHS, with the prior agreement of their NHS employer that this will not affect their availability for NHS commitments. There will be exceptional circumstances in which Consultants may reasonably provide emergency or essential continuing treatment for an existing private patient during NHS time on the basis of clinical need. Consultants will make alternative arrangements to provide cover where work of this kind impacts on NHS commitments.

9.10 The Consultant will ensure that there will be clear arrangements to avoid the risk of private commitments disrupting NHS commitments, e.g. by causing NHS activities to begin late, or to be cancelled.

9.11 If NHS sessions are disrupted the Consultant should rearrange the private sessions. Agreed NHS commitments will take precedence over private work. The job planning process will determine when NHS sessions are to be scheduled. Where there is an agreed change to the scheduling of NHS work, the employer will be required to allow a reasonable period for Consultants to rearrange any existing private sessions.

The Transfer of Patients between the NHS and Private Sector

9.12 When a patient is seen privately and it is agreed they will subsequently be transferred to a NHS waiting list, the patient will be entered on the list at the same Point as if they had been seen under NHS arrangements. The arrangements for this are covered by the guidance set out in "Management of Private Practice in Health Service Hospitals in England and Wales" (the 'Green Book').

9.13 Where an NHS patient seeks information about availability, or waiting times, for NHS and/or private services, practitioners should ensure that any information provided by them is accurate, to the best of the practitioner's knowledge and belief.

Use of NHS Facilities and Staff

9.14 Consultants may not use NHS facilities or staff for the provision of private services without the approval of the appropriate NHS body.

9.15 Consultants may use NHS facilities for the provision of fee paying services, as set out in Chapter 2, either in their own time, in annual or unpaid leave, or with the agreement of the NHS employer in NHS time where work involves minimal disruption.

CHAPTER 10

EQUAL OPPORTUNITIES

EQUAL OPPORTUNITIES

Part-Time and Flexible Working Principles

These are as follows:

10.1 To encourage flexibility on the part of employers as an aid to recruitment and retention of doctors with other commitments.

10.2 To ensure that these doctors do not suffer direct or indirect discrimination because of their needs.

10.3 To ensure that these doctors are able to keep up to date and continue their professional development.

10.4 To avoid penalising employers who recognise the need for flexible working arrangements and the particular needs of some employees.

The Working Week : Part Time Consultants

10.5 Sessional commitments for part time Consultants will be seen essentially pro rata with weighting on the supporting activities sessions. In the exceptional case that there is no teaching commitment at all the weighting may lean the other way with mutual agreement.

10.6 The principle is that the Consultant must be able to undertake all teaching, audit, and clinical governance activities required by the Trust within the time allowed for supporting activities. The same applies to direct patient care.

10.7 Direct clinical care activities will not intrude on time for supporting professional activities except in very occasional emergency situations.

10.8 The usual break-down of direct clinical care and supporting professional activities sessions will be as follows, taking into account the hours devoted to these activities :-

TOTAL SESSIONS	DIRECT PATIENT CARE	SUPPORTING ACTIVITIES
9	6	3
8	5	3
7	5	2
6	4	2
5	3	2
4	2	2
3	2	1

10.9 Apart from these time-tabled sessions a part-time Consultant has no NHS commitment during the working week.

10.10 Variations on the balance of sessions may be agreed between the Consultant and their employer.

10.11 These will need to reflect the requirements for continuing professional development agreed in appraisal and job planning reviews.

10.12 Out of hours work: The same payment will be awarded to part time doctors who work the equivalent amount of on call as full timers on their rota. Otherwise payment will be pro rata. If a doctor is expected to be on call on a day they do not normally work, time off in lieu or extra payment will be agreed, in a normal working week.

10.13 Consultants working part time will not be expected to carry the same caseload as a full time Consultant. Numbers of patients seen, population covered, etc., will be calculated pro rata.

Flexible Working

10.14 Some Consultants may find it convenient to do their routine work at weekends or outside normal working hours in order to balance their other commitments. Employers will make serious attempts to accommodate any such requests promptly. The rate of pay will be no higher than if the doctor was working normally. These doctors will be entitled (with a reasonable period of notice) to return to a normal pattern of work when they are ready. This must not be used by employers to exploit part time workers and must only be applied at the request of a Consultant for personal reasons.

10.15 Some Consultants may wish to vary the number of sessions worked each week to cover other commitments, for example school holidays or higher degree courses. Employers will make serious attempts to accommodate these requests and pay will be calculated on an annualised basis. These doctors will be entitled (with a reasonable period of notice) to return to a normal pattern of work when they are ready. This rule must not be used by employers to exploit part time workers and must only be applied at the request of a Consultant for personal reasons.

CHAPTER 11

WHITLEY COUNCIL & OTHER TERMS AND CONDITIONS

WHITLEY COUNCIL & OTHER TERMS AND CONDITIONS

11.1 The amendment of the National Consultant Contract in Wales constitutes changes to the provisions set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in England and Wales Handbook (the 'England and Wales Handbook') as listed in Appendix VI to the Terms and Conditions of Service for Hospital and Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in Wales Handbook (the 'Wales Handbook') first published in December 2003.

11.2 Appendix VII of the Wales Handbook also gives a look-up table showing where provisions of the former England and Wales Handbook are covered in the Wales Handbook.

11.3 Otherwise all other provisions set out in the England and Wales Handbook have been incorporated into the Wales Handbook and, together with the relevant provisions set out in the General Whitley Council Handbook, remain unchanged.

CHAPTER 12

TRANSITIONAL ARRANGEMENTS

TRANSITIONAL ARRANGEMENTS

Payscale Assimilation

12.1 All Consultants who are in post on the due date of this amendment will transfer across to the corresponding Point on the revised payscale, i.e.

Former Payscale Point		Revised Payscale Point
Minimum	to	Minimum
1	to	1
2	to	2
3	to	3
4	to	4

12.2 Any Consultant already at the maximum Point (4) of the former payscale on the due date will progress to Point 5 of the revised payscale with effect from 12 months after the due date, and Point 6 (the new maximum incremental Point) of the revised payscale with effect from 24 months after the due date

12.3 Any Consultant <u>not</u> already at the maximum Point (4) of the former payscale on the due date, will retain their current incremental date, and progress up the scale by one Point on each subsequent incremental date until they reach the new maximum Point (6) on the revised payscale.

<u>Commitment Awards</u>

12.4 Any Consultant in receipt of Discretionary Points on the due date will have these automatically converted into the equivalent number of Commitment Awards with effect from the due date. Any such Commitment Awards will count towards the maximum number of eight such awards available under the scheme.

12.5 Any Consultant aged 57 or over at the due date will receive their first Commitment Award upon reaching Point 6 (the new maximum) of the Consultant salary scale, and at three-yearly intervals thereafter. This is subject to the Consultant only being able to receive a maximum number of 8 such awards including any Commitment Awards arising from the conversion of Discretionary Points set out in Paragraph 12.4.

12.6 Any Consultant aged between 51 and 56 at the due date will receive their first Commitment Award one year after reaching Point 06 (the new maximum) of the Consultant salary scale and at three-yearly intervals thereafter. This is subject to the Consultant only being able to receive a maximum number of 8 such awards including any Commitment Awards arising from the conversion of Discretionary Points set out in Paragraph 12.4.

12.7 Any Consultant aged between 43 and 50 at the due date will receive their first Commitment Award two years after reaching Point 6 (the new maximum) of the Consultant salary scale and at three-yearly intervals thereafter. This is subject to the Consultant only being able to receive a maximum number of 8 such awards including any Commitment Awards arising from the conversion of Discretionary Points set out in Paragraph 12.4.

Job Plan Reviews

12.8 Individual employers will agree with their local Consultant body the actual timing of job plan reviews for existing Consultants in post on the due date for the first few years following implementation of this amendment.

12.9 This will allow such reviews to be spread within the early part of the year as agreed locally, but with the aim of bringing job plan reviews to within one month of the anniversary of the award of the previous Commitment Award to that Consultant.

12.10 Job plan reviews must be timed to give any Consultant at least 6 months to undertake any corrective action identified as a result of an unsatisfactory job plan review, before they would incur a deferment of a Commitment Award.

Protection

12.11 Where a Consultant in post on the due date receives a lower level of earnings, (as defined in Paragraph 12.13), he/she will have his/her previous level of earnings protected on a personal basis for 12 months, provided that he/she is undertaking the same or greater level of activities set out in his/her job plan.

12.12 This protection will continue to apply during the twelve months provided that the Consultant remains in that post and continues to undertake the same (or greater) level of activities. The Consultant will also receive the benefits of any pay award during this period on their protected earnings.

12.13 Earnings, for these purposes, will include – and will only include – all of the following paid to the Consultant by their NHS employer as a result of their NHS commitments as set out in their agreed job plan:- basic salary, Commitment Awards (or converted Discretionary Points), Clinical Excellence Awards (or converted Distinction Awards), additional sessional payments, additional management or responsibility allowances, out-of-hours Intensity Banding payments, and any other earnings that are superannuable under the NHS Pensions Scheme.

CHAPTER 13

IMPLEMENTATION

IMPLEMENTATION

13.1 The amendments set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in Wales Handbook constitute changes to the provisions set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in England and Wales Handbook (the England and Wales Handbook), and are issued by the Minister for Health and Social Services for the National Assembly for Wales in exercise of powers conferred by Regulations 2 and 3 of the NHS (Remuneration and Conditions of Service) Regulations 1991 and paragraph 11 of Schedule 3 of the NHS Act 1977. As such they amend the terms and conditions of all staff working under the provisions of the England and Wales Handbook within NHS Wales with effect from the due date.

13.2 The due date from which the amendment is effective is 1st December 2003, with the exception of the creation of Point 5 on the Consultant salary scale, which is effective from 1st December 2004, and Point 6 on the Consultant salary scale, which is effective from 1st December 2005.

CHAPTER 14

MISCELLANY

MISCELLANY

NHS Pension Scheme

14.1 Welsh Assembly Government, NHS Wales and BMA Cymru Wales have agreed that basic salary (including the additional incremental Points), commitment awards and Clinical Excellence awards and out of hours intensity supplements will be superannuable.

Induction

14.2 Every newly appointed Consultant in NHS Wales will have a high level induction programme arranged by their employer to facilitate their introduction to their new role and organisation, and ensure that they have the necessary resources to give them a sound start to their contribution to patient care services locally.

14.3 Such an induction programme will include high level introductions to senior management and clinical colleagues, as well as the normal corporate and departmental induction processes.

14.4 A guide to the elements that might be included in such programmes is set out in the supplement to this Chapter.

Sabbaticals

14.5 During their career as a Consultant within NHS Wales each Consultant will be entitled to seek a paid sabbatical for a period of up to three months to undertake activities away from their normal duties that will subsequently benefit their patient care work.

14.6 The basis for any proposed sabbatical will arise out of regular job plan reviews and/or appraisals and be subject to the agreement of the employer. The exigencies of the service and spreading the taking of sabbaticals across the Consultant body within the organisation must be factors on when and how a sabbatical is undertaken. However its timing and nature must also reflect the appropriate stage in the career, and the particular interests of the Consultant.

14.7 A reasonable level of financial support for the necessary additional costs involved in undertaking such a sabbatical will be granted by the employer, and during the period of the sabbatical, appropriate locum cover will be provided.

14.8 Proposed alternative ways of taking such a sabbatical break, e.g. over two separate but shorter periods of time, can also be considered by the employer provided the combined amount of time and costs involved in total are no higher than those set out above.

14.9 The process for determining the award of sabbaticals will be agreed locally in line with the principles of openness, transparency and equal opportunities.

Facilities

14.10 In line with good employment practice, Trusts should endeavour to supply medical staff with a pleasant social area, preferably with catering facilities to enable them to informally refer and discuss patients and meet each other in a confidential environment.

Good quality child care, sports and social facilities should be available for all staff.

SUPPLEMENT TO CHAPTER 14
CONSULTANTS INDUCTION PROGRAMME

Elements that might be part of this could include :

1. Briefings from senior management colleagues, such as

   - Chief Executive, re e.g. strategic direction of Trust as a whole and for their particular service and corporate governance principles and arrangements.

   - Medical Director re e.g. Trust clinical governance principles and arrangements, and Trust Standards for clinical practice;

   - Nursing Director re e.g. service quality and patient / public involvement arrangements within Trust, and nursing practice issues;

   - HR Director, re e.g. medical workforce planning and development issues, overall workforce development issues, and employment policies practices and expectations;

   - Finance Director re e.g. resource allocation and control systems, service development processes, activity recording and information systems;

   - Trust Chairman, re e.g. overall aims, direction and ethos of the Trust.

2. Briefing from senior clinical colleagues, such as

   - Clinical Director re e.g. service aims and modus vivendi of Directorate, job planning and appraisal processes

   - Clinical leads within the Trust on areas such as clinical audit, CPD, clinical effectiveness, risk management, R & D, clinical standard setting

   - Chairs of relevant professional / other bodies within the Trust, e.g. Hospital Medical Staff Committee, Local Negotiating Committee, etc.

3. External Briefings from, e.g. appropriate colleagues in LHB, Regional Office, relevant Regional / all Wales clinical networks. This to include relevant links with primary healthcare colleagues in particular.

Any programme will need to be tailored to the needs of the individual Consultant, and delivered in locally appropriate ways.

In a large Trust this may be based on a regular programme for a group of newly-appointed colleagues, in smaller Trusts on ad hoc individualised programmes. The social aspects of induction also need to be addressed, recognising the value of informal social events to

build relationships and help the newly-appointed Consultant and their family to quickly feel part of their local healthcare community.

ANNEX

1. With effect from the due date defined in Chapter 13, Paragraph 13.2, the following rates will apply to Consultants (including Clinical Academics) employed, or working under an honorary contract within NHS Wales :-

a) **Consultant Salary Scale (Chapter 4)**

Point 0 (minimum)	£63,000 p.a.
Point 1	£65,035 p.a.
Point 2	£68,440 p.a.
Point 3	£72,395 p.a.
Point 4	£76,910 p.a.
Point 5	£79,485 p.a.
Point 6 (maximum Point of salary scale)	£82,065 p.a.

b) **Commitment Awards (Chapter 5)**

Will each have a value of £2,835 p.a. (maximum of eight such awards).

c) **Clinical Excellence Awards (Chapter 5)**

Will be in four levels, with a cumulative value (subsuming Commitment Awards and lower Clinical Excellence Awards) as follows :-

£31,404 p.a.
£41,290 p.a.
£51,613 p.a.
£67,097 p.a.

Clinical Excellence Awards will be expected to mirror the England and Wales arrangements.

d) **Out of Hours Intensity Banding Payments (Chapter 3)**

Band 1	£1,920 p.a.
Band 2	£3,840 p.a.
Band 3	£5,760 p.a.

e) **Waiting List Initiative Sessional Rate (Chapter 2, Paragraphs 2.36 – 2.39)**

Will be £500 per session.

2. All the rates quoted in this Annex are at 2003/04 rates. The rates will be reviewed annually on 1 April. The rates will be increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April

2005 subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the FTCC will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Thereafter, the rates will be agreed following the recommendations of the DDRB.

SUPPLEMENT

TERMS AND CONDITIONS OF SERVICE FOR DOCTORS UNDERTAKING SESSIONAL WORK IN THE COMMUNITY HEALTH SERVICES, PROVIDING MEDICAL SERVICES TO LOCAL AUTHORITIES UNDER THE COLLABORATIVE ARRANGEMENTS AND UNDERTAKING MEDICAL EXAMINATIONS OF PROSPECTIVE NHS EMPLOYEES.

1. These terms and conditions of service do not form part of the terms and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. Doctors covered by the terms and conditions of service set out in this supplement are entitled only to the fees and allowances at the rates contained in the Schedule annexed to this Supplement. For consultant staff these are all subject to the provisions of Paragraph 2.10 of the Addendum.

2. Where an Authority has requested a doctor to carry out a domiciliary visit for which a fee is payable and the examination cannot be carried out because the patient is not at home at the pre-arranged time, the doctor shall be reimbursed at the rate of 50% of the appropriate fee.

3. 3. In the Schedule, unless otherwise indicated, "full session" means a session of normally l ½ to 2 ½ hours, including, where necessary, allowance for travelling time, and "short session" means a session not normally exceeding one hour.

SESSIONAL FEES (Schedule paragraph 1)

4. Doctors undertaking family planning sessions, including sessions concerned with birth control IUD insertions, sub-fertility and research, and interviewing doctors at vasectomy sessions, should be paid at the rates shown at paragraphs l.a.i, l.a.ii, l.d.i and l.d.ii of the Schedule.

5. Attendance at case conferences arranged by Social Services Departments (but not at the volition of the attending medical practitioner) should be treated as sessions, except where such attendance would be part of the practitioner's normal duties, e.g. as part of a multi-disciplinary team, and a fee paid in accordance with the length of the conference.

6. Sessional fees are also payable for emergency attendance. They are repeated for ease of reference at paragraphs 5.a.iv and 5.a.v of the schedule.

EXAMINATIONS OF BLIND OR PARTIALLY-SIGHTED PERSONS FOR THE COMPLETION OF FORM BD8 (Schedule paragraph 2)

7. These fees are payable if the doctor has taken steps to ascertain that the patient is not already registered, or where it is proposed to recommend that a registered patient be transferred from one category of register to another, and it has been decided in consultation with the local authority concerned (by telephone if necessary) that the examination should be carried out other than in the course of sessional arrangements.

The fees for re-examination should be paid if the previous BD8 is available at the time of the re-examination

8. Where Form BD8 is completed in the course of or following a domiciliary consultation for hospital purposes without a further visit being necessary, the combined fee should be paid by his employing authority at the rate shown in Appendix I (paragraph 145) to the Hospital Medical and Dental Staff Terms and Conditions of Service.

PSYCHIATRIC EXAMINATION UNDER SECTION 105 OF THE NHS ACT 1983 OR FOR THE PURPOSES OF THE MENTAL HEALTH ACT 1980 (Schedule paragraph 3)

9. These fees should be paid in all cases where the practitioner has carried out the examination, whether or not a recommendation is made.

CHILDREN IN CARE, ADOPTION AND FOSTERING (Schedule paragraph 4)

10. Fees for completion of BAAF Forms 3-4 should be settled locally with the doctor concerned if their use is necessary.

OTHER EXAMINATIONS AND REPORTS (Schedule paragraph 5)

11. Except where a fee for a particular service is specified elsewhere in the Schedule, the fees in paragraph 5.a of the Schedule will cover reports required under the collaborative arrangements by local authorities. Where an Authority is in doubt whether this is the appropriate fee for the service, the matter should be referred to the Regional Personnel Department, who will consult the Department if necessary.

VISITING MEDICAL OFFICERS TO ESTABLISHMENTS MAINTAINED BY LOCAL AUTHORITIES (Schedule paragraph 6)

12. The types of establishment covered by this scale are as follows:

a. Day nurseries accommodating children aged 5 years and under.

b. Nursery schools accommodating children 2-5 years.

c. Residential special schools and boarding homes accommodating handicapped children of various types.

d. Local authority boarding schools.

e. Community homes.

f. Mother and baby homes.

g. Residential accommodation provided under Part III of the National Assistance Act 1948.

h. Reception centres for accommodating person without a settled way of living.

i. Teacher training and other residential colleges.

13. Fees are payable only for work that is not covered by general medical services under Part H of the National Health Service Act 1977. Remuneration for regular and routine attendances or such non-GMS work shall be by annual salary or sessional fee at the discretion of the authority. Where the sessional basis is adopted,

fees shall be paid in accordance with paragraph I of the Schedule. Where the salary basis is adopted the remuneration shall be based on the number of hours per week spent at the establishment and shall be in accordance with paragraph 6. a of the Schedule.

14. The number of hours per week to which the annual salary is related shall be a matter for agreement from time to time between the authority and the doctor concerned. Agreements embodying periods of half an hour or any other period of less than an hour (with proportionate rate of payment) are not precluded.

15. A doctor remunerated by annual salary shall be responsible for providing a locum, at his own expense, when he is unable to carry out the duties himself.

16. A visit carried out in an emergency at the special request of the establishment and outside the regular and routine attendance and which falls outside the provisions of general medical services shall be entitled to a fee in accordance with paragraph 6. b of the Schedule.

MISCELLANEOUS FEES (Schedule paragraph 7)

17. The fee for the notification of infectious diseases or food poisoning (paragraph 7.b) is payable to all notifying doctors except for those serving in the Armed Forces of the Crown or in any Women's Service administered by the Defence Council.

18. The fee shown at paragraph 7.c of the schedule is for elementary lectures (normally of 60 minute duration) to the lay public on first aid to the injured, home nursing, childcare or hygiene. Where there is doubt whether the cost of such lectures should fall on the Health Authority or the Local Authority, the matter should be referred to the Regional Personnel Department, who will consult the Department if necessary.

MILEAGE ARRANGEMENTS

19. A doctor whose principal employment is subject to the terms and conditions of service for hospital medical and dental staff and who is also remunerated by the same authority in respect of work referred to in the annex shall receive mileage allowances as if the work had been undertaken as part of his principal employment. All other doctors shall receive travelling expenses, and standard rate mileage allowances, and passenger allowances in accordance with Sections 23 and 24 of the General Council Conditions of Service provided that the doctor is entitled to allowances for travel between his practice Premises or his home, whichever is the nearer, and the clinic or other premises visited.

SUPERANNUATION

20. Fees for work done under the collaborative arrangement will not normally be regarded as superannuable remuneration in the NHS superannuation scheme. Fees for work in the community health service will normally be superannuable under the scheme. Exceptions to these generalisations include where a previous agreement to the contrary exists.

APPENDIX I

Please see the latest Advance Letter in Wales, which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service. This is available on the HOWIS website.

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 in what way.

Section Paragraphs:	Subject	See
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
3	SPECIAL LEAVE (subject to the qualifications set out in paragraph 260)	260
6	MATERNITY LEAVE	261
7	EQUAL OPPORTUNITIES	331
8	HARASSMENT AT WORK	332
9	CHILD CARE	333
10	RETAINER SCHEMES (subject to the qualifications set out in paragraph 334)	334
11	JOB SHARING (subject to the qualification set out in paragraph 70)	70
12	SPECIAL LEAVE FOR DOMESTIC, PERSONAL AND FAMILY REASONS	262
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
33	DISPUTES PROCEDURES	335
34	ORGANISATIONAL CHANGE - APPEALS	
38	FACILITIES FOR STAFF ORGANISATIONS	
39	JOINT CONSULTATION MACHINERY	
40	DISCIPLINARY PROCEDURES (Subject to the qualifications set out in paragraph 1 thereof)	
41	HEALTH AWARENESS FOR NHS STAFF	336
45	ARRANGEMENTS FOR REDUNDANCY PAYMENTS	337

APPENDIX III

This Appendix sets out by reference to the subject matter the General Council agreements which apply to hospital medical and dental staff

Subject	Section (s) of General Council Handbook
ANNUAL LEAVE	1 *
ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT	61
CHILD CARE	9
DISCIPLINARY PROCEDURES	40*
DISPUTES PROCEDURES	33
EQUAL OPPORTUNITIES	7
HARASSMENT AT WORK	8
HEALTH AWARENESS FOR NHS STAFF	41
JOB SHARING	11 *
JOINT CONSULTATION MACHINERY	39
LOCAL AUTHORITIES, MEMBERSHIP OF	53
LONDON WEIGHTING	56 *
MATERNITY LEAVE	6
MILEAGE ALLOWANCES	23 *
NHS REORGANISATION	58, 62, 63, 65, 66, 68, 69, 70, 71, 74
NHS TRUSTS - CONTINUITY OF SERVICE	59
ORGANISATIONAL CHANGE - APPEALS	34
PARLIAMENT, POSITION OF EMPLOYERS ELECTED TO	52
PREMATURE RETIREMENT, PAYMENT OF PROTECTION OF PAY AND CONDITIONS OF SERVICE	47
SUPERANNUATION AND COMPENSATION BENEFITS ON	46
REDUNDANCY PAYMENTS	45
REMOVAL EXPENSES	26 *
RETAINER SCHEMES	10 *
RETIREMENT, PREPARATION FOR	55
SALARIES, PAYMENT OF	54
SPECIAL LEAVE	3 *
SPECIAL LEAVE FOR DOMESTIC, PERSONAL AND FAMILY REASONS	12
STAFF ORGANISATIONS, FACILITIES FOR	38
STATUTORY AND PUBLIC HOLIDAYES	2 *
STATUTORY SICK PAY, QUALIFYING DAYS	57 *
SUBSISTENCE ALLOWANCES	22 *
TRAVELLING EXPENSES	23 *

* = but see note in Appendix II

APPENDIX IV

Please see the latest Advance Letter in Wales, which deals with fees and allowances payable to doctors for sessional work in the community health services, medical services to local authorities (under collaborative arrangements), medical examinations of prospective National Health Service employees, and notification of infectious diseases and food poisoning. This is available on the HOWIS Website.

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 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 form	36 (1)	a.iii
Court hearings, including at coroners' courts	36 (1) 37 (2)	e h.i
Courts, reports for (including coroners' courts)	36 (1) 37 (2)	b g,h,i
Cremation certificates	37 (2)	q
Criminal Injuries Compensation Board, referrals from	37 (2)	c
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)	a.v
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)	b.iv
routine screening of the workforce	37 (2)	k
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
Foreign travel, including inoculations	37 (2)	d
Form BD8 (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 Act 1983	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		

Appendix VI

Amendments to the National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service arising in Wales from the Instructions of the Minister for Health and Social Services of the Welsh Assembly Government effective from 1 December 2003.

The following relate to the September 2002 Handbook published by the Department of Health, as updated to 10 January 2003.

Para/Section	Change	No change
Title Page	*	
Contents	*	
Introduction	*	
1	*	
2		*
3 – 12		*
13	*	
14	*	
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31	*	
32 – 34		*
35 – 38		*
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72 – 75		*
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83 - 84	*	
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107 – 111			*
112			*
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117			*
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122 – 125			*
126 – 133			*
134	*		
135	*		
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155 – 157			*
164	*		
165 – 166			*
173 – 178			*
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186 – 188			*
189			*
190	Being reviewed separately		
191 – 192			*

195 – 198		*
200 – 201		*
205 – 208		*
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210 – 214		*
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N.B. Also, references to SHMOs and SHDOs have been removed from the Introduction para ix); paragraphs 8a; 13a (incl heading); 14a (incl heading) - twice; 61; 63b; 69aii; 106 (incl heading) - twice; 116 heading, plus change "these grades" to "this grade" in the text; 190a; 201; 205; 215; 251a; 280 heading; and, 282.

Appendix VII

Amendments to the National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service arising in Wales from the Instructions of the Minister for Health and Social Services of the Welsh Assembly Government effective from 1 December 2003.

The following explain where paragraphs in the September 2002 Handbook published by the Department of Health, as updated to 10 January 2003 which have been amended as a result of the above, are now covered in the NHS Wales Medical and Dental Staffs Terms and Conditions of Service Handbook.

DoH Handbook Para/Section	NHS Wales Handbook Para/Section
Title Page	Revised Title Page
Contents	Revised Contents
Introduction	Revised Introduction & see Addendum
1	Revised para 1 & see Annex to Addendum
13	Revised para 13 & see Chaps 2, 3 and 10 of Addendum
14	Revised para 14 & see paras 2.27 to 2.46 of Addendum
30	Revised para 30 & see Chap 1 and para 2.12 of Addendum
31	Revised para 31 & see para 2.10 of Addendum
41	Revised para 41 & see Chap 9 of Addendum
42	References to Consultants removed
49	Deleted
50 – 51	Deleted
55 – 59	Deleted
60	See Chaps 2 & 10 of Addendum
61	References to Consultants removed

63	See Chaps 4 & 10 & Annex to Addendum
66	Deleted
69	References to Consultants removed
71	References to Consultants removed
76	References to Consultants removed
78	Revised para 78
81	Revised para 81 & see Chap 8 of Addendum
82	Revised para 82 & see para 8.6 of Addendum
83 - 84	Deleted
85	Revised para 85 & see para 2.10 of Addendum
86	Revised para 86
106	Revised para 106
113	Revised para 113 & see Annex to Addendum
116	References to Consultants removed
134	Revised para 134
135	Revised para 135 & see paras 2.27 to 2.46 of Addendum
139	New para & see para 2.11 of Addendum
164	New para & see para 2.10 of Addendum
190	Being reviewed separately
209	Revised para 209
343	Revised para 343 & see Addendum
Supplement	Revised Supplement & see para 2.10 of Addendum
Appendix I	Revised Appendix 1 & see Annex to Addendum
Appendix IV	Revised Appendix IV
Index	Revised Index

N.B. Also, references to SHMOs and SHDOs have been removed from the Introduction para ix); paragraphs 8a; 13a (incl heading); 14a (incl heading) - twice; 61; 63b; 69aii; 106 (incl heading) - twice; 116 heading, plus change "these grades" to "this grade" in the text; 190a; 201; 205; 215; 251a; 280 heading; and, 282.

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