TERMS AND CONDITIONS OF SERVICE

NHS CONSULTANT MEDICAL AND DENTAL STAFF

(WALES)

31 DECEMBER 2003

Version 3

Version History

Version 3 – This document covers consultants from January 1, 2017, until 31 December 2023. Prior to this version, version 2.1 applies.

This document uses the updated document as of December 2016 and removes reference to all other branches of practice to provide a set of Consultant Terms and Conditions.

Contents

INTRODUCTION

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

ii. The remuneration and conditions of service set out in this document 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 (as amended)

iii. The Terms and Conditions of Service set out in this document 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. Previous amendments for Wales were included in 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. In 2008 the terms and conditions handbook in England removed references to Wales and published on an England only basis. The table at the end of this document details the changes made to this version of the handbook.

iv. The approved provisions of this document are the Terms and Conditions of Service determined from time to time for the purposes of the contracts of hospital medical and dental staff and doctors and dentists in public health medicine and the community health service and have been so determined by 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 Health and Social Services for Welsh Government; and Department means the Department of Health or the Welsh 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 and the community health service.

viii. This document 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 document.

ix. The term "regular appointment" excludes locum appointments.

RATES OF PAY

1.a. Consultants will be paid at the rates set out in the Appendix 1.

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 set out in Appendix 1.

c. Clinical Excellence/Impact Awards shall be payable where these have been recommended for an individual consultant by the relevant committee, at the rates set out in Appendix 1.

APPOINTMENT TO, AND TENURE OF, POSTS

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

3. Appointments in the grade of consultant, if confirmed after the first year where this is appropriate, may be held until retirement unless terminated under the provisions of paragraph 70-75.

4. 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.

5. 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.

6. When family planning work undertaken by gynaecologists consists largely of counselling or examination this will be subject to the provisions of Paragraph 2.10 of Chapter 2 of the Addendum

Public Health Medicine and Community Health Emergency Rota Allowances

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

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

e. A doctor may retain any existing personal terms and conditions relating to port health if these are more favourable on a marked time basis unless section 19(a) of the NHS (Reorganisation) Act 1974 applies.

CONTRACTUAL DUTIES OF CONSULTANTS

8.a. A consultant's duties under their 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 consultant's employing authority under section 3(1) of the National Health Service Act 1977 (as amended), 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:

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

c. for local authorities under section 26(3) of the National Health Service Act 1977 (as amended) (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);

d. under section 7 of the Health and Medicines Act 1988 (relating to the provision of services to third parties).

e. The work will also include the provision of reports which are reasonably incidental to the consultant's work. Illustration of such work (for which charges may not be made) are set out in Category 1 of the Schedule (paragraph 15), while illustrations of work which is regarded as not related to services provided under these sections and therefore is not part of the consultant's duties under their contract are set out in Category 2 of the Schedule (paragraph 16): see also paragraph 12.

f. A hospital consultant has continuing clinical responsibility for any patient admitted under their 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.

g. 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.

SERVICES

Fee Paying Work

9. Paragraphs 18 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.

10. 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 consultants should be obtained. The consultants may negotiate separately with, and obtain fees from, a third party for any such medical or dental work the consultants undertakes; such fees will count as part of the consultants' gross income from private practice for the purposes of sub-paragraph 41 where this applies. Alternatively, by mutual consent, a sessional assessment may be made within the consultant's NHS contract.

Fees payable by employing authorities

11. A consultant shall receive fees from their employing authority for undertaking the following work, provided it does not form part of the consultant's duties under paragraph 8:

a. work related to the services referred to under sub-paragraphs 8.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 15, where either time is not allocated to such work in a consultant'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

12. Provided that it would not in the opinion of the consultant's employing authority interfere with other NHS activities, or with the proper discharge of the consultants' contractual duties, and the person or third party concerned accepts that a fee is payable, a consultant 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 (as amended) to members of the hospital staff who are on their list.

Use of hospital facilities

13.a. Where, in carrying out work referred to in sub-paragraph 12a, hospital facilities are used the charge made by the consultant 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 consultants 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 consultant concerned, either:

i. from the person or third party commissioning the work, in which case the authority must remit to the consultant the professional fee collected on their behalf and make an administrative charge to the consultant where appropriate, or

ii. from the consultant, in which case it will be the responsibility of the consultant 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 consultant and the person or third party concerned.

14.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 consultant's duties under their 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 consultant's employing authority under section 3(1) of the National Health Service Act 1977 (as amended). 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 15 and 16

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 consultant's contractual duties.

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

15. CATEGORY 1: work undertaken by consultant 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 Work and Pensions for the purposes of diagnosis and treatment; (But when the second opinion is required solely in connection with a compensation or social security claim, this falls within Category 2.a.)

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

CATEGORY 1.b: The provision of a medical or dental report either to a patient currently under hospital observation or treatment or, with their 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 consultant's contractual duties as provided by paragraph 8 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 Work and Pensions on a person who is under hospital observation or treatment.

iii. reports required by the Employment Service on the working capacity of disabled patients.

iv. reports required by employers (including government departments and local authorities) on employees who are under observation or treatment, e.g. 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 their 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, their 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 (e.g. 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 consultant 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 consultant 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 their own behalf or on behalf of their 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).

16. 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 Work and Pensions, or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by the Department of Work and Pensions.

c. for the Criminal Injuries Compensation Board, when a special examination is required or an appreciable amount of work is involved in making extracts from case notes.

d. required by a patient or interested third party to serve the interests of the person, their 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 CVI(W)W (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.

17. For the avoidance of doubt, and in accordance with the requirements at section 1(2) of the National Health Service Act 1977 (as amended), 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 their contract of employment.

PAYMENT OF FEES

Doctors in Public Health Medicine and the Community Health Service

18a. 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 their normal duties and provided it does not form part of their normal duties, undertake and receive payment for work other than that referred to in paragraph 18.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, e.g. 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 e.g. 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 (as amended), 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 18.a.ii);

iii. advice to an NHS authority other than under paragraph 18.a.iv. or viii.

Private Practice

Definition

19. 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 (as amended)), excluding however work of the kind referred to in paragraph 12; and

b. work in the general medical, dental or ophthalmic services under Part II of the National Health Service Act 1977 (as amended) (except in respect of patients for whom a hospital medical officer is allowed a limited "list", e.g. members of the hospital staff).

Entitlement to undertake private practice

20. Subject to the provisions of Chapter 9 of the Addendum for consultants may undertake private practice or other work. All consultants may normally undertake it only outside the times for which they are contracted to an employing authority.

Part-Time Appointments

Assessment of Duties

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

Remuneration of Part-Timers

22. The salary of a part-time consultant shall be one tenth of the appropriate whole-time salary for each session worked, together with the same proportion of any commitment/clinical excellence/clinical impact award(s) held.

Job Sharing

23. 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 Appendix VI(v).

Multiple Appointments

24. Where a consultant holds multiple appointments, each authority shall assess the number of sessions in respect of the contract with that authority.

Teaching and Research

25. 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 5), 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 21 and 23 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 8 to 17, 19 to 20 and 111 to 143, the consultant shall be treated as if he or she were a whole-time consultant.

Honorary appointments

26. 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 consultants who hold honorary consultant appointments.

Whole-time posts

27. 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.

Teaching duties undertaken by part-time consultants

28. 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

29. Consultants who hold appointments of the kind described in paragraph 25 and who have elected to be treated as whole-time consultants under the provisions of sub-paragraph 25b 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.

ARRANGEMENTS FOR COVER DURING ABSENCES AND LOCUM TENENS

30. Consultants 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 training grades, 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. When deputising is not practicable the authority (and not the consultant) shall be responsible for the engagement of a locum tenens, but the consultant 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.

Remuneration of Locum Consultants

31a. Payment shall be made to a locum engaged to fill a consultant post at the rates set out in the Appendix I. The higher rate is payable to a retired consultant, who before their retirement was paid at the maximum point of the salary scale. In this context, a retired consultant is a consultant 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 consultant was at or over the minimum age at which the consultant could receive an age retirement pension under their 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.

Application of Terms and Conditions of Service to Locum Consultants

32. The following paragraphs of these Terms and Conditions of Service do not apply to consultants engaged as a locum tenens: 1 to 4 and 73-79. Paragraph 143 (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 53, 80-82, 102 and 121.

Registration of Locum Consultants

33. A medical consultant engaged as a locum consultant shall be fully registered. A dental consultant engaged as a locum consultant should be a registered dental consultant or a fully registered medical consultant.

Starting salaries and incremental dates

34. Except as provided elsewhere in these Terms and Conditions of Service, consultants shall on appointment be paid at the minimum point of the consultant scale; and their incremental date shall be the date of taking up their appointment.

Counting of previous service

Regular appointments

35. Where consultants are appointed to a consultant post having already given regular service in one or more posts in that 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 in the consultant grade prior to 1 April 1975 shall count at the rate of one half.

General Practitioners

36. 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 their pensionable income in their last complete year of practice uprated by the factor determined by the NHS Pension Scheme Regulations 1995 (as amended) or at the current rate of the second incremental point on the consultant scale, whichever is the lower.

Locum posts

37.a. Where a consultant has held a regular appointment in the grade, all subsequent locum service in that 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 82) in the consultant grade shall count towards incremental credit at the rate of one half on regular appointment to the 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

38. Absence on leave with pay under paragraphs 77 to 79, 83, 101 to 103, or absence on leave without pay in the circumstances referred to in paragraph 71, shall count for incremental purposes.

Service outside NHS hospitals, public health and community health services

39. Employing authorities will in determining the starting salaries of consultant 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 CONSULTANT POST

40. When a consultant is appointed, the starting salary shall be determined in accordance with paragraphs 34 to 38. Where a consultant with less than two years' equivalent service (paragraph 39) 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.

41. From 1 December 2023 the following provisions apply:

i. Where a consultant's training has been lengthened due to training less than full time or has undertaken dual qualification, the employing organisation will credit the consultant with additional seniority. The allocation of additional seniority will be in line with the pay threshold they would have attained had they trained full time or on a single qualification basis. For example, training extended by two years counts as the equivalent of two years' seniority as a consultant on first appointment as a consultant.

ii. The above provision also applies to colleagues who have had additional training time due to COVID-19 disruption, such as an ARCP Outcome 10.2. The employing organisation will therefore allocate additional seniority in the same way for consultants who have had their training lengthened due to training less than full time or undertaking dual qualification.

Promotion increase

42. Subject to sub-paragraph b. below, where consultants 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.

HARD TO FILL CONSULTANT POSTS

43. 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 i.e. on the same basis.

Interpretation

44. For the purposes of paragraphs 34 to 43.

a. the rate of salary for a part-time consultant shall be taken to be the corresponding point in the salary scale

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 consultant shall exclude extra duty allowance, or other fees payable by the health authority.

45. For the purposes of paragraphs 34 to 43, 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.

46. Paragraphs 47 to 55 for consultant staff are subject to the provisions of 2.11 of the Addendum.

DOMICILIARY CONSULTATIONS

Definition

47. 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 their 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

48.a. Subject to the provisions of b. below and paragraphs 50 to 51 and 54, a fee shall be paid for each consultation at the standard rate set out in Appendix I.

b. Where a consultant 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

49. An additional fee shall be payable:

a. at the intermediate rate where an operative procedure other than obstetrics is undertaken or where the consultant uses their 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

50. 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.

Ophthalmologists

51. Where an ophthalmologist completes form CVI(W) under collaboration arrangements, in the course of or following a domiciliary visit for hospital purposes, i.e. without a further visit being necessary, a combined fee shall be paid (by their employing authority).

Long distance payment

52. 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

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

Maximum number of visits

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

b. Where a consultant 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

55. Where an anaesthetist provides their 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.

EXCEPTIONAL CONSULTATIONS

56. A consultant who has no contract with the employing authority but who is called in exceptionally for a special visit (e.g. because of their 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.

57. Paragraphs 58-59 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

58. 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

59. Where a consultant 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 consultant for teaching, during the course of the consultant's clinical duties, other practitioners who are working under their clinical supervision.

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

CHARGES FOR RESIDENCE

Compulsorily resident consultants

60.a. A consultant 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 consultant 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 consultant, other than one to whom paragraphs 61 and 62 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 consultants

61. Where a consultant 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

62.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. Consultants 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 60, 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

63. The charges set out in paragraph 61 are calculated on the basis that the consultant has the use of the accommodation for fifty-two weeks. Subject to paragraphs 64 and 65, the charges should be deducted pro rata from the consultant's remuneration over the whole period during which the consultant 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

64. Residence charges shall not be abated during the first week of sick leave, but thereafter, if a consultant 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

65. No charge shall be made when a consultant 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.

Charges for meals

66. All consultants, 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.

MEDICAL EXAMINATION ON APPOINTMENT

67. The passing of a medical examination shall be a condition of appointment of all consultants 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

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

DISCIPLINARY PROCEDURES

69. Upholding Professional Standards sets out the approach for addressing concerns about capability, performance and conduct for all doctors and dentists. It replaces all existing procedures in operation within the Local Health Boards and NHS Trusts in NHS Wales or successor bodies.

Termination of employment: Representations against dismissal
Alternative employment

70. 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 consultant in a regular appointment other than a training grade, the authority recognises that it has a moral obligation to render the greatest possible assistance to the consultant with a view to their obtaining comparable work elsewhere in the NHS.

Appointment for limited period

71. Where an authority grants leave without pay to a consultant to permit the consultant 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. Paragraph 70 shall not apply to a consultant appointed for a limited period in these circumstances in respect of the termination of their appointment at the end of that period.

Statutory minimum period of notice

72. An employing authority shall give as the minimum period of notice to terminate the employment of a consultant (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 their employing authority by a consultant 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

73. The agreed minimum period of notice by both sides for a consultant, in a regular appointment, is three months.

Application of minimum periods

74. These arrangements shall not prevent:

a. an employing authority or a consultant from giving, or agreeing to give, a longer period of notice than the minimum set out in paragraph 72;

b. both parties to a contract agreeing to a period different from that set out in paragraph 73;

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

75. For the minimum period of notice appropriate to the consultant's case set out in paragraph 72, reference shall be made to the rights available to the consultant under Schedule 3 of the Employment Protection (Consolidation) Act 1978 (as amended). This applies whether the employing authority gives notice to the consultant or whether the consultant gives notice to their employing authority.

Honorary or emeritus contracts

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

ANNUAL LEAVE

77. Full time consultants in Wales are entitled to 6 weeks and 4 days annual leave with an additional 8 days in respect of general public holidays (pro-rata for part timers)

Part-time staff

78. Annual leave entitlements shall be the same for part-time as for whole-time staff, as set out in paragraphs 77 (pro-rata).

Leave years

79. The leave year of consultants (other than locums) shall run from their incremental date for salary purposes, or its anniversary where the consultants are on the maximum of the scale, or the anniversary of the date of the appointment where there is no incremental progression. Consultants previously conditioned to a different leave year may retain existing arrangements for the duration of their current post.

Locum tenens: leave entitlement

80. Subject to paragraph 81, consultants acting as locums shall be entitled to leave at the rate applicable to the substantive grade of the acting post per twelve months' continuous locum service.

81. 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

82. For the purposes of paragraphs 80 to 81 and 102, "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 consultant was not employed in the NHS.

Public holidays

83. The leave entitlements of consultants in regular appointments are additional to eight public holidays. In addition, a consultant who in the course of their 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 consultants in regular appointments.

Full time consultants in Wales are entitled to 6 weeks and 4 days annual leave with an additional 8 days in respect of general public holidays (pro-rata for part timers)

General

84. Consultants 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. Paragraph 30 provides for the employment of locums where it is not possible for consultants 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

85. The provisions of Section 1 of the General Council Conditions of Service shall apply to consultants in regular appointments, save that, where a consultant has arranged to undertake voluntary service, the consultant may carry forward any outstanding annual leave to the next regular appointment, provided that the consultant takes no other post outside the NHS during the break of service, apart from limited or incidental work during the period of voluntary service.

SICK LEAVE

Scale of allowances

86. A consultant absent from duty owing to illness, injury or other disability shall, subject to the provisions of paragraphs 87 to 102, 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.

Calculation of allowances

87. 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 86) appropriate to the consultant'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 consultant'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 consultant's employment or profession.

Previous qualifying service

88.a. For the purpose of ascertaining the appropriate allowance of paid sick leave under paragraph 86, 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 (as amended), 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 consultant has broken their 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 consultant'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 consultant 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

89. The allowance made to a consultant 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 consultant'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 consultant on whose behalf the employing authority makes no National Insurance contributions.

Sums to be taken into account

90. The benefits, compensation payments and allowances to be taken into account under paragraph 89 shall be those for the consultant's own incapacity, including allowances for adult and child dependants.

Consultants on half pay

91. Where a consultant 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 consultant's normal pay for the period.

Married Women

92. A married woman who chooses not to pay standard rate National Insurance contributions (i.e.., 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"

93. 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

94. A consultant who is incapable of doing their 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 consultant 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 consultant. Exceptionally, the authority may, in a particular case, require statements to be submitted at more frequent intervals.

Consultants admitted to hospital

95. A consultant 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 consultant shall submit a self-certificate, as under paragraph 94.

Accident due to sport or negligence

96. 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

97.a. A period of absence due to injury sustained by a consultant in the actual discharge of their duty and without the consultant's own default shall not be recorded for the purposes of this scheme.

b. The Injury Allowance provisions will apply as set out in Section 22 of the NHS Terms and Conditions of Service Handbook and should be read alongside the accompanying guidance issued by NHS Employers.

Recovering of damages from third party

98. A consultant 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 consultant a sum not exceeding the sickness allowance which would have been payable under these provisions but for this condition, subject to the consultant 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 consultant'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

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

TERMINATION OF EMPLOYMENT

100. The sick leave provisions of these Terms and Conditions or Service shall cease to apply to a consultant 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.

Forfeiture of rights

101. If it is reported to the employing authority that a consultant has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to their 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 consultant of the terms of the report, and shall afford the consultant an opportunity of submitting their observations thereon and of appearing or being represented before the authority or its appropriate committee. If the employing authority decide that the consultant has failed without reasonable excuse to observe the conditions relating to the granting of sick leave or has been guilty of conduct prejudicial to their recovery, then the consultant shall forfeit their right to any further payment of allowance in respect of that period of absence.

Locum tenens

102. For the purpose of sick leave allowances, a consultant's service shall be taken to include locum service.

STUDY LEAVE

Definition

103. 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

104. Subject to the conditions in paragraph 107, 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 105. The recommended standards are:

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.

Additional periods of professional and study leave in the United Kingdom

105. Authorities may at their discretion grant professional or study leave in the United Kingdom above the period recommended in paragraph 104 with or without pay and with or without expenses or with some proportion thereof.

Professional and study leave outside the United Kingdom

106. 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

107. The following conditions shall apply:

a. where a consultant 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 consultant must not undertake any remunerative work without the special permission of the leave-granting authority;

c. where an application is made under paragraphs 105 or 106 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 consultants attending certain courses of specialist training notified to authorities for this purpose by the Department).

SPECIAL LEAVE

Special leave with and without pay

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

a. Attendance at court as witness: For consultants attending court as medical or dental witnesses such attendance is governed by paragraphs 8 to 16 and 19 to 20.

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

Maternity leave

109. The provisions listed temporarily at Appendix VI(i) shall apply.

Special leave for domestic, personal and family reasons

110. The provisions listed temporarily at Appendix VI(vi) shall apply.

EXPENSES

General

111. Travelling, subsistence, and other expenses shall be paid to meet actual disbursements of consultants 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

112. In preparing claims, consultants 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

113. The provisions of Section 23 (except paragraphs 2.4 and 4) of the General Council Conditions of Service shall apply. In the General Conditions of Service and in paragraphs 114 to 139 and 140 to 143 the terms "headquarters" and "principal hospital" shall be understood to mean "the hospital or other base from which the consultant conducts their main duties" and the term "hospital" shall be understood to mean "hospital or other place to which the consultant is required to make official journeys". Where a consultant 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 their main duties within that joint contract, irrespective of employing authority.

Mileage allowances payable to all consultants

114. Except where a consultant has been allocated a Crown Car (paragraphs 135 to 139) and subject to subparagraph 135.d mileage allowances shall be payable in accordance with the rates specified in paragraphs 122 to 132, as appropriate, where consultants 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 115 to 121, which also specify the rules for payment of allowances for journeys between their home and other places (including subsidiary hospitals).

Emergency visits

115. Consultants 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 Official journeys beginning at home

116.a. Mileage allowance will be paid for official journeys on behalf of the employing authority where consultants 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 consultant'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

117. In addition, consultants 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

118. Consultants 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

119. 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.

Part-time consultants

120.a. In the case of part-time consultants to whom paragraphs 116 to 119 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 consultant, irrespective of their employment with the authority.

b. Where a part-time consultant 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.

Locum Tenens

121. Where consultants 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 115 to 120 is more favourable.

Rates of Mileage Allowance: Regular user allowances

122. Allowances at regular user rates shall be paid to consultants 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 135; 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 135; 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

123. 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 (e.g. 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

124. If there is a change in a consultant'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 consultant 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

125. Where an authority does not consider that a consultant, other than one to whom sub-paragraph 135.d applies, should be classified as a regular or essential

user, and if this gives rise to any serious difficulty, the consultant 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

126.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 consultant who takes up an appointment with an employing authority or leaves the employment of their 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 consultant leaves the employment of an employing authority, a calculation shall be made in respect of their entitlement for the portion of the year served with the authority and any adjustments made thereafter.

Part months of service

127. Part months of service shall be regarded as complete months for the purposes of paragraph 126. 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

128. When a consultant entitled to the regular user allowance does not use their 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.

Standard mileage rates

129. Mileage allowances at standard rates will be paid to consultants who use their own vehicles for official journeys, other than in the circumstances described in paragraphs 122, 130 and 135d; provided that a consultant may opt to be paid mileage allowances at standard rates, notwithstanding their entitlement to payment at regular user rates.

Public transport mileage rate

130. The foregoing rates shall not apply if a consultant uses a private motor vehicle in circumstances where travel by a public service (e.g. 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

131. 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

132. Subject to the production of vouchers wherever possible, consultants 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 consultant is entitled to night subsistence allowance for overnight absence. Similar expenses may also be refunded to consultants 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

133.a. The provisions of sub-paragraph 133.b apply to consultants 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.

b. Such consultants 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

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

Crown Cars

Allocation

135.a. For the purposes of paragraphs 135 to 139 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 138.b) or otherwise in the interest of the service to do so.

c. Consultants 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 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 consultant who is a new appointee after the date on which this agreement comes into operation (including a first time appointee, a consultant who voluntarily moves to a different post with the same employing authority and a consultant who moves to a new post with another employing authority) and who is required to travel on NHS business and who chooses to use their 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 consultant who initially refused an offer of a "Crown Car" will continue to be eligible for one, providing there has been no change in the consultant's duties.

f. A consultant 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 136 to 139.

g. The offer of a Crown Car constitutes the offer of a base vehicle which should in no case exceed 1800cc. Unless the consultant 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 consultant 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

136. Following consultation with the representatives of the professions locally, an authority's conditions of use shall set the consultant'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 consultant:

i. breach of conditions of use;

ii. disqualification from driving;

iii. wilful neglect;

iv. termination of the consultant’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 consultant 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

137.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 consultant for agreed private mileage determined on this basis is to remain unaltered for the period for which the contract would have remained in force (e.g. three years).

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

c. The basis of the fixed charge for agreed private mileage shall be the consultant's estimate to the nearest thousand miles of their annual private mileage, as agreed by the authority and multiplied by the rate per thousand miles, determined in accordance with Appendix I.

d. In the event that a consultant underestimates their 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 consultant. In the event that a consultant overestimates their annual private mileage, any sum recoverable by the authority from the contract-hirer in respect of the overestimate will be refundable to the consultant. If no recovery is available to the authority, no refund will be made to the consultant.

e. A consultant shall meet the cost to the authority of the fitting of any optional extras the consultant requires, and the contract between the authority and the consultant should specify whether such extras will become the property of the contract-hirer or the consultant. In the latter case, the consultant 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 consultant's death in service or an early termination of the consultant's contract on the grounds of ill health, there shall be no financial penalty to the consultant or the consultant's estate on account of the early termination of the contract for private use of the Crown Car.

g. In the event of a consultant's absence from work for an extended period on maternity, sick, study or special leave, a consultant 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 consultant 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 consultant 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 consultant 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

138.a. A consultant 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 consultant. NHS business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 116 to 121 or 143

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 132 shall apply to expenses incurred by a consultant using a Crown Car on official business.

Carriage Of Passengers

139. 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 consultants on the carriage of official passengers.

OTHER EXPENSES

Subsistence allowances

140. 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 consultant's principal duties lie", except in the case of consultants 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 consultant concerned;

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

Postage etc

141. Any expenditure necessarily incurred by a consultant 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

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

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

ii. 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.

iii. A candidate to whom sub-paragraph 142.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. Reimbursement shall not be made to a Consultant who refuses the offer of the appointment as advertised on grounds which the authority considers inadequate.

Removal Expenses

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

MISCELLANEOUS

Publications, lectures, etc

144. A consultant 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 their NHS service or not.

Equal opportunities

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

Dignity at work

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

Childcare

147. The provisions of Appendix VI(iv) shall apply.

Retainer schemes

148. The general provisions of Appendix VI(ii) shall apply.

Disputes procedures

149. The provisions of Section 33 of the General Council Conditions of Service shall apply.

Health awareness for NHS staff

150. The provisions of Section 41 of the General Council Conditions of Service shall apply.

Arrangements for redundancy payments

151. The provisions listed temporarily at Appendix VI (iii) shall apply.

Position of employees elected to Parliament

152. The provisions of Section 52 of the General Council Conditions of Service shall apply.

Membership of local authorities

153. The provisions of Section 53 of the General Council Conditions of Service shall apply.

Payment of annual salaries

154. The provisions of Section 54 of the General Council Conditions of Service shall apply.

NHS health boards or Trusts - continuity of service

155 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

156. The provisions of Section 61 of the General Council Conditions of Service shall apply.

APPLICATION

157. 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 consultant has full or provisional registration as a medical practitioner with the General Medical Council with a licence to practice, or is registered as a dental practitioner with the General Dental Council

PART TWO: AMENDMENT TO THE NATIONAL CONSULTANT CONTRACT IN WALES

CONTENTS

PREFACE

Welsh 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 Medical and Dental Business Group (MDBG).

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 health board or Trust Chief Executive. These representatives shall be from a panel nominated by BMA Cymru Wales and health board or 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 health boards and 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 health board or 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 47 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 consultant 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 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 Appendix 1 when carried out on health board or 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 103 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 84 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 Appendix 1.

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 (e.g. 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 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 health boards or 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 Appendix I

CHAPTER 5: COMMITMENT & CLINICAL EXCELLENCE AWARDS

Commitment, Clinical Excellence Awards and Clinical Impact Awards

5.1 In 2003, new Commitment and Clinical Excellence Awards Schemes, replaced the existing discretionary Points and distinction awards.

From 1 April 2022, Clinical Excellence Awards were reformed into Clinical impact 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/Impact 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/Impact 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 reviewwill 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 Appendix 1.

Clinical Excellence Awards (open to applicants prior to April 1 2022)

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 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 Appendix 1. 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.

5.18 If a consultant is no longer in receipt of a CEA, but were previously in receipt of Commitment Award(s), they will be placed back on the Commitment Award scale, taking into account all time served as if they had only been in receipt of Commitment Awards.

5.19 If a consultant is no longer in receipt of a CEA but had not previously been in receipt of Commitment Award(s), they will be assimilated on to the Commitment Awards Scale in accordance with Chapter 12 (paragraphs 12.4-12.7) of the Amended Consultant Contract, December 2003, taking into account all time served as if they had only been in receipt of Commitment Awards.

Clinical Impact Awards (Open to applicants from 1 April 2022)

5.20 Details of the clinical impact awards scheme can be found in the March 2023 M&D pay circular.

CHAPTER 6: DISCIPLINARY ARRANGEMENTS

Disciplinary Arrangements

6.1 The new disciplinary procedure for doctors and dentists in Wales, 'Upholding Professional Standards in Wales', was agreed by NHS Employers and the British Medical Association.

6.2 The procedure replaces all previous medical & dental disciplinary procedures contained in WHC(90)22, DGM(95)44 and/or medical & dental disciplinary procedures previously negotiated by any NHS organisation or LHB situated in Wales. The procedure also replaces the provisions in WHC (82)17 for Special Professional Panels (the "Three Wise Men") as implemented by NHS Wales organisations.

6.3 Upholding Professional Standards sets out the approach for addressing concerns about capability, performance and conduct for all doctors and dentists. It replaces all existing procedures in operation within the Local Health Boards and NHS Trusts in NHS Wales or successor bodies.

6.4 Copies of this circular can be downloaded from the NHS Wales Employers Website.

CHAPTER 7: MODERNISATION & INNOVATION

Modernisation and Innovation

7.1 Welsh 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, e.g. 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 resident doctors hours and the increased amount of training required by resident doctors. 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 outdated 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 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 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 health board or trust and University.

8.12 All Clinical Academics will adhere to health board or 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 health board or trust and University.

8.14 All Clinical Academics will work with the health board or 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 an 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, consultants should ensure that any information provided by them is accurate, to the best of the consultant'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 health board or 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 VII 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 not 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.

Commitment Awards

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 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. Clinical impact awards are not 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, health boards or 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 childcare, 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 health board or trust as a whole and for their particular service and corporate governance principles and arrangements.
   - Medical Director re e.g. health board or trust clinical governance principles and arrangements, and health board or trust Standards for clinical practice;
   - Nursing Director re e.g. service quality and patient / public involvement arrangements within health board or 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;
   - Health board or trust Chairman, re e.g. overall aims, direction and ethos of the health board or 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 health board or 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 health board or trust, e.g. Hospital Medical Staff Committee, Local Negotiating Committee, etc.

   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 health board or trust this may be based on a regular programme for a group of newly-appointed colleagues, in smaller health boards or 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 to Addendum

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 and dentists 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 I 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 I.a.i, I.a.ii, I.d.i and I.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 CVI(W) (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 CVI(W) is available at the time of the re-examination

8. Where Form CVI(W) 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: NHS Pay and Conditions (Circulars)

All Advance Letter in Wales, which deals with pay and conditions of service of hospital medical and dental staff and doctors and dentists in public health medicine and the community health service are available on the NHS Pay and Conditions in Wales

Appendix II: Reference to the General Handbook

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. The General Handbook can be found here.

Section
ANNUAL LEAVE ENTITLEMENT (except that this Section does not apply to locums, and subject to the further qualifications set out in paragraph 85)
STATUTORY AND PUBLIC HOLIDAYS (subject to the qualifications set out in paragraph 83)
GENERAL STATEMENT
RECRUITMENT, PROMOTION AND STAFF DEVELOPMENT
DIGNITY AT WORK
SUBSISTENCE ALLOWANCES (subject to the qualifications set out in paragraph 140)
TRAVELLING EXPENSES (subject to the qualifications set out in paragraphs 113 to 134)
REMOVAL EXPENSES AND ASSOCIATED PROVISIONS (subject to the qualifications set out in paragraph 143)
DISPUTES PROCEDURES
ORGANISATIONAL CHANGE - APPEALS

FACILITIES FOR STAFF ORGANISATIONS
JOINT CONSULTATION MACHINERY
HEALTH AWARENESS FOR NHS STAFF
PAYMENT OF SUPERANNUATION AND COMPENSATION BENEFITS ON PREMATURE RETIREMENT
PROTECTION OF PAY AND CONDITIONS OF SERVICE
POSITION OF EMPLOYEES ELECTED TO PARLIAMENT
MEMBERSHIP OF LOCAL AUTHORITIES
PAYMENT OF ANNUAL SALARIES
PREPERATION FOR RETIREMENT
STATUTORY SICK PAY: QUALIFYING DAYS
NHS REORGANISATION 1974 - CONTINUITY OF EMPLOYMENT
NHS HEALTH BOARDS OR TRUSTS - CONTINUITY OF SERVICE
ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO THE NHS EMPLOYMENT
NHS REORGANISATION - PROTECTION OF PAY AND TERMS AND CONDITIONS OF SERVICE

NB – Please note that Maternity Leave and Pay arrangements are now covered in Appendix VI(i).

NB – Information on the new doctor's and dentist's disciplinary framework can be found on the NHS Wales Employers website.

NB – Please note that Employment Break Scheme arrangements are now covered by Appendix VI(ii)

NB – Please note that Redundancy Pay arrangements are now covered in Appendix VI (iii)

NB – Please note that Caring for Children and Adults is now covered by Appendix VI(iv)

NB – Please note that Flexible Working Arrangements are now covered by Appendix VI(v)

NB – Please note that Balancing Work and Personal Life is now covered by Appendix VI(vi)

Appendix III: Reference to subject matter the General Council agreements.

This Appendix sets out by reference to the subject matter the General Council agreements which apply to hospital medical and dental staff. The General Handbook can be found here.

Subject Section (s) of General Council Handbook

ANNUAL LEAVE

ANNUAL LEAVE AND SICK PAY ENTITLEMENTS ON RE-ENTRY AND ENTRY TO NHS EMPLOYMENT
DISPUTES PROCEDURES
EQUAL OPPORTUNITIES
DIGNITY AT WORK
HEALTH AWARENESS FOR NHS STAFF
JOINT CONSULTATION MACHINERY
MEMBERSHIP OF LOCAL AUTHORITIES
MILEAGE ALLOWANCES
NHS REORGANISATION
NHS HEALTH BOARDS AND TRUSTS - CONTINUITY OF SERVICE
ORGANISATIONAL CHANGE - APPEALS
POSITION OF EMPLOYERS ELECTED TO PARLIAMENT
PAYMENT OF PROTECTION OF PAY AND CONDITIONS OF SERVICE PREMATURE RETIREMENT
SUPERANNUATION AND COMPENSATION BENEFITS ON
REDUNDANCY PAYMENTS
REMOVAL EXPENSES
PREPARATION FOR RETIREMENT
PAYMENT OF SALARIES
FACILITIES FOR STAFF ORGANISATIONS
STATUTORY AND PUBLIC HOLIDAYS
STATUTORY SICK PAY, QUALIFYING DAYS
SUBSISTENCE ALLOWANCES
TRAVELLING EXPENSES

NB – Please note that Maternity Leave and Pay arrangements are now covered in Appendix VI(i).

NB – Information on the new doctor's and dentist's disciplinary framework can be found on the NHS Wales Employers website.

NB – Please note that Redundancy Pay arrangements are now covered by Appendix VI(iii)

Appendix IV: NHS Pay and Conditions (Circulars)

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 NHS Pay and Conditions in Wales.

Appendix V: Example of Category 1 and 2 items of service

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	Sub Paragraph
Armed Forces		
Members of Armed Forces and of overseas forces in the UK, and their families	15 (1)	a.ii
Referrals from HM Armed Forces Recruiting Organisation	16 (2)	j
Cervical cytology, screening for	15 (1)	c.iv
Children, close contact with	15 (1)	c.ii
Community Health Services consultants, Referral form	15 (1)	a.iii
Court hearings, including at coroners' courts	15 (1)	e 16 (2) h.i
Courts, reports for (including coroners' courts)	15 (1)	b
	16 (2)	g,h,i
Cremation certificates	16 (2)	q
Criminal Injuries Compensation Board, referrals from	16 (2)	c
Department of Social Security		
statements or reports for social security purposes	15 (1)	b.i, b.ii
	16 (2)	b
referrals about disabled persons'		

teachers, in report of transmissible disease	15 (1)	c.ii
Transmissible disease, patient with a	15 (1)	c.i, c.ii, c.iii
Venereal disease, patient with a	15 (1)	c.i.
Voluntary workers and employees	15 (1)	c.iii.
Voluntary bodies		
Workman's Compensation Act 1925, referral by a medical referee	16 (2)	I

Appendix VI(i): Maternity Leave and Pay

Introduction

1. All employees will have the right to take 52 weeks of maternity leave

2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.

3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.

4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.

5. Paragraph 65 explains how to get further information about employees' statutory entitlements.

6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Eligibility

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:

- (i) she has twelve months continuous service (see paragraphs 60 to 64) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;

- (ii) she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):

(a) of her intention to take maternity leave;

(b) of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 8 below);

(c) that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;

(d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Consultants in Wales

8. From 31 March 2010 all consultants in Wales are entitled to the same amount of paid maternity leave as other doctors, dentists and staff on Agenda for Change terms and conditions of service.

9. The maternity leave provision for consultants are:

i) for the first eight weeks of absence the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable;

ii) for the next 18 weeks the employee will receive half of full pay, plus any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay;

iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme.

Changing the Maternity Leave Start Date

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

Confirming Maternity Leave and Pay

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

- (i) the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);

- (ii) unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and

- (iii) the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);

- (iv) the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

Keeping in Touch

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

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

- (ii) keeping the employer in touch with any developments that may affect her intended date of return.

Work During the Maternity Leave Period Keeping in Touch Days

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

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

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

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

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

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

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

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

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

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

Paid Maternity Leave Amount of Pay

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

- (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants 'allowances) receivable;

- (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances)receivable, providing the total receivable does not exceed full pay.

- (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme

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

Calculation of Maternity Pay

25. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:

- (i) in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect

throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;

- (ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;

- (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid Contractual Leave

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

Commencement and Duration of Leave

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

Sickness Prior to Childbirth

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

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

Pre-term Birth

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

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

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

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

Still Birth

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

Miscarriage

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

Health and Safety of Employees Pre and Post Birth

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

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

Return to Work

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

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

Returning on Flexible Working Arrangements

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

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

Sickness Following the End of Maternity Leave

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

Failure to Return to Work

43. If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be

liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions Fixed – Term Contracts or Training Contracts

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

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

46. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 41 above will not apply.

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

Rotational Training Contracts

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

Contractual rights

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

Increments

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

Accrual of Annual Leave

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

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

Pensions

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

Antenatal Care

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

Post-natal Care and Breastfeeding Mothers

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

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

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

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

Employees Not Returning to NHS Employment

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

Employees With Less Than Twelve Months Continuous Service

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

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

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

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

Continuous Service

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

- (i) NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;
- (ii) a break in service of three months or less will be disregarded (though not count as service).

63. The following breaks in service will also be disregarded (though not count as service);

- (i) employment under the terms of an honorary contract;

- (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;

- (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;

- (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;

- (v) absence on an employment break scheme in accordance with the provisions of Schedule 25;

- (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.

64. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.

65. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.

66. Employers have the discretion to count other previous NHS service or service with other employers.

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

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

Maternity pay and leave: Overview - GOV.UK

Benefits - GOV.UK

Information about Health and Safety for new and expectant mothers at work can be found using the following link: www.hse.gov.uk

Appendix VI(ii): Employment Break Scheme

Details of the All Wales Employment Break Scheme can be found here.

Appendix VI(iii): Redundancy

REDUNDANCY PAY

1. This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service for those who are members

of the NHS pension scheme and have at least two years continuous full time or part time service and two years qualifying membership in the NHS pension scheme. Pension changes take effect from 1 December 2006.

Definition of Redundancy

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

- "where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or

- where the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish".

Qualification for a Redundancy Payment

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

Definition of Continuous Service

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

Definition of Reckonable Service

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

- where there has been a break in service of 12 months or less the period of employment prior to the break will count as reckonable service;

- periods of employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme will count as reckonable service;

- at employer discretion, any period or periods of employment with employers outside the NHS where these are judged to be relevant to NHS employment can be included in reckonable service.

6. The following employment will not count as reckonable service:

- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer;

- where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

Definition of a Months Pay

7. “Months’ pay” means whichever is the more beneficial of the following calculations:

- 4.35 times a week’s pay calculated in accordance with the provisions of Section 221 to 229 of the Employment Rights Act 1996;

- an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

Calculation of Redundancy Payment

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

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

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

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

- Be a member of the NHS Pension Scheme;

- Have at least two years’ continuous service and two years’ qualifying membership;

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

Definition of Qualifying Membership

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

Use of Redundancy Payment to pay for Early Retirement

12. If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer

will pay the relevant NHS pension scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.[1]

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

Treatment of Concurrent Pensionable Employment

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

- Ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme) and:

- Taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55

15. Members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60.

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

Exclusion from eligibility

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[1] It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age retirement. 2 Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the NHS employer authorising retirement. 3 Practitioners are general medical and general dental practitioners

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

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

Suitable alternative employment

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

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

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

Early release of redundant employees

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

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

Claim for redundancy payment

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

- they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date;

- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

Retrospective Pay Awards

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

Disputes

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

Early Retirement in the Interests of the Efficiency of the Service

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

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

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

Employer Responsibilities

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

Appendix VI(IV): Carers Policy

1. All NHS employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations Act for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Appendices VI(ii), (v) and (vi).

2. The policy should seek to balance the requirements of delivering a first-class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the NHS to improve the quality of working life.

3. Many of the policies related to child and dependent care will have relevance to other forms of care. For example, the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy.

Child and Dependant Care

4. Childcare covers a range of care choices for children from birth up to age 14 years.

5. Dependant care covers a range of options to meet the needs of dependant adults including the needs of dependant young people over the age of 14, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment

6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:

- the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked; - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;

- equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;

- guidelines on eligibility;

- how the policy relates to other Appendices, in particular those covering leave and flexible working arrangements;

- the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;

- partnership options with other employers and trade unions;

- allocation of senior management responsibility for the operation and monitoring of the policy

7. Where a decision is taken not to offer particular forms of support, the policy should indicate where other arrangements are available to help people with caring responsibilities, and what alternative ways of working exist.

8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.

9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.

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

Appendix VI(V): Flexible Working Policy

The All Wales Flexible Working Policy can be found here.

Appendix VI(VI): Balance Work and Personal Life

BALANCING WORK AND PERSONAL LIFE GENERAL

1. NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.

2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Appendices.

3. Arrangements should be agreed between employers and local staff representatives.

4. A dependant is someone who is married to, is a civil partner, or a partner (whether opposite or same sex), “a near relative” or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

FORMS OF LEAVE

Parental Leave

5. This should be a separate provision from either maternity or maternity support leave and should provide a non-transferable individual right to at least 18 weeks’ leave. Leave is normally unpaid, but may be paid by local agreement.

6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).

7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.

8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.

9. During parental leave the employee retains all of their contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.

10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

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

11. This will apply to the father of the child (including adoptive fathers), the mother's husband or partner (whether opposite or same sex), or nominated carer.

12. NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.

Maternity support (paternity) leave

13. All employees are entitled to two weeks' of ordinary maternity support (paternity) leave which can be taken around the time of the birth or the placement of the child for adoption.

14. In addition, employees may be entitled to take up to twenty six weeks of additional maternity support (paternity) leave if their partner has returned to work, the leave can be taken between 20 weeks and one year after the child is born or placed for adoption.

15. To qualify for additional maternity support (paternity) leave the employee and their partner must first meet certain qualification criteria. Details of the qualifying conditions and the notification requirements can be found at http://www.direct.gov.uk/en/employment/index.htm

Occupational pay during maternity support (paternity) leave

16. There will be an entitlement to two weeks' occupational ordinary maternity support (paternity) pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational maternity support (paternity) pay is ordinarily available when there is a multiple birth.

17. Eligibility for the two weeks of occupational maternity support (paternity) pay will be 12 months' continuous service with one or more NHS employer at the beginning of the week in which the baby is due.

18. Employees who are not eligible for the two weeks of occupational support (paternity) pay may still be entitled to statutory paternity pay subject to meeting the qualifying conditions. Details of the qualifying conditions can be found at http://www.direct.gov.uk/en/employment/index.htm

Statutory pay during maternity support (paternity) leave

19. To qualify for statutory pay in the additional maternity support (paternity) leave period, the employee and their partner must first meet certain qualifying conditions.

Details of the criteria and the notification requirements can be found at http://www.direct.gov.uk/en/employment/index.htm

Rights during additional maternity support (paternity) leave

20. Employees who are entitled to additional maternity support (paternity) leave/pay will be entitled to take up to 10 keeping in touch days during the course of the additional maternity support (paternity) leave period. The criteria for keeping in touch days is set out in Section 15 and is based on those used for statutory maternity leave and pay.

21. Employees who have taken additional maternity support (paternity) leave will have the right to return to the same job under their original contract and on no less favourable terms and conditions.

Ante-natal leave

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

Adoption Leave and Pay

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

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

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

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

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

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

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

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

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

Keeping in Touch

Work during the Adoption Leave Period

Keeping in Touch Days

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

Leave/Time Off for Domestic Reasons

33. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.

34. These provisions should cover all employees.

35. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.

36. If the need for time off continues, other options may be considered, such as a career break.

37. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.

38. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

Monitoring and Review

39. All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff representatives

40. Applications and outcomes should be monitored annually, in partnership with local staff representatives.

41. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness

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

Appendix VII: Amendments to Handbook

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 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.

Appendix VIII: Summary of changes

Date	Summary of changes
February 2026	This version covers consultants from January 1, 2017, until December 31, 2023. Prior to this version 2.1 applies. This document is based upon the 2016 updated document and removes references to all other branches of practice to provide a set of consultant terms and conditions. Links have been updated and made live links throughout the document. Addition of information on starting pay for extended training In the addendum there have been updates to the pay and clinical awards. A tracked changed version will be kept by BMA Cymru and NHS Wales Employers.