



## SCOTTISH EXECUTIVE

Health Department  
Workforce Directorate

Dear Colleague

### **NHS SCOTLAND PILOT: PHYSICIAN ASSISTANTS TERMS AND CONDITIONS OF SERVICE**

#### **Summary**

1. This circular introduces temporary pay and terms and conditions of service for Physician Assistants (PAs) in NHS Scotland.

#### **Background**

2. A pilot project has recently been established to evaluate the contribution that Physician Assistants (PAs) can make in delivering more effective healthcare in NHS Scotland. The aim of this pilot is to demonstrate whether or not PAs are seen to make a significant contribution to the healthcare agenda in Scotland.

3. The project is overseen by a Steering Group, chaired by Professor Ray Newton. The Steering Group is part of the New Medical Support Roles Strategy Group, chaired by Dr Aileen Keel. There is partnership representation on both of these groups.

4. Physician Assistants (PAs) are defined as those practitioners who work in a support capacity to the medical profession, supervised by the Medical Practitioners to whom they are assigned.

5. The pilot is scheduled to run for 2 years from September 2006. PAs have already been recruited and are in the process of taking up posts.

17 October 2006

#### **Addresses**

##### For action

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

##### For information

Members, Scottish Terms and Conditions Committee  
Members, Scottish Partnership Forum  
Members, Scottish Workforce and Governance Group  
Members, Scottish Pay Reference and Implementation Group

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6. There are 5 Health Boards currently involved in this project – Grampian, Lanarkshire, Lothian, Tayside and Western Isles. The pilot project will be evaluated at the end of 18 months and a decision taken on whether NHS Scotland should develop Physicians Assistants within Scotland.

7. The terms and conditions of service attached at Annex A to this circular have been approved on a temporary basis for physicians assistants employed in the above-mentioned NHS Boards.

### **Scottish Ministers' Approval**

8. Employers should implement this agreement, which has been approved by Scottish Ministers under Regulation 2 and Regulation 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 (SI 1991 No 537). A copy of the formal approval is attached.

### **Action**

9. NHS Boards and Special Health Boards are asked to:
- a) note that the introduction of terms and conditions of service as outlined in Annex A to this circular are for Physicians Assistants employed as part of the pilot project;
  - b) ensure that the necessary arrangements are made as soon as possible to implement these terms and conditions for this group of staff;
  - c) note that no precedent is set by these arrangements;
  - d) note that at the end of the pilot, a full review of the job descriptions and evaluation under *Agenda for Change* will take place for these posts.

### **Enquiries**

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

### **Further Copies**

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

### **Destruction Date**

12. This Circular need not be retained more than 4 years after issue.

Yours sincerely



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Employment and Retention

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

In accordance with Regulation 2 and Regulation 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 (SI No 537) the Remuneration and Conditions of Service set out in the attached NHS Circular PCS(PA)2006/1 dated 17 October 2006, in respect of pay and terms and conditions of service for Physicians Assistants on the pilot project, are hereby approved for the purpose of the said Regulations.

The approval has effect from 1 September 2006.

*Elinor Mitchell*

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17 October 2006

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**NHS Scotland Pilot**

**Physician Assistants**

**Terms and Conditions of Service**

September 2006

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## **Introduction**

This pilot project will evaluate the contribution that Physician Assistants (PAs) can make in delivering more effective healthcare in NHS Scotland. The project will last for two years, with the earliest start date September 2006. For the purposes of this project, Physician Assistants are defined as those practitioners who work in a support capacity to the medical professional. In the US, they are trained discreetly from all other regulated healthcare professionals.

## **Introduction**

Appointments made as part of this Pilot will be subject to the terms and conditions set out in this document, the production of evidence of continuing membership of the National Commission on Certification of Physician Assistants (NCCPA), receipt of references entirely satisfactory to the employer.

The United Kingdom Government also requires confirmation of criminal records clearance and the possession of work permits and visas before commencing your appointment.

A current valid passport is required for these posts.

Newcomers to the UK have one year on original or international driving licenses, then they have to undergo a driving test which incurs a cost to the individual Physician Assistant.

## **Job Title**

Physician Assistant.

## **Contract**

The Terms and Conditions set out in this document are for the duration of the pilot only. If the posts are established on a permanent basis, they will be subject to *Agenda for Change* grading, and *Agenda for Change* Terms and Conditions of Service.

## **Pre-employment Screening**

It will be a term of the contract of employment that Physician Assistants (PAs) who are offered a post will be required to attend a medical examination if the Occupational Health Service (OHS) considers one is necessary following their assessment of the pre-employment health form. Any medical report that is sent from the OHS to the employer will be strictly confidential to the Physician Assistant and the employer. Any concerns as to suitability for employment, will be discussed with the Physician Assistant.

A Disclosure Scotland check will be required to be completed and clearance received before a post can be taken up.

## **Professional Registration**

Evidence of professional registration with the NCCPA is required before commencement of duty, and is required to be maintained during employment. It is the responsibility of the PA to ensure that they are registered at all times.

## **Clinical Supervision**

All PAs will be allocated a clinical supervisor prior to taking up post. The role of this individual will be to provide supervision and participate in the annual appraisal process.

## **Place of Work**

There are a number of posts on offer in locations across NHS Scotland. The specific location(s) of the post will be notified in the offer of employment sent to successful Physician Assistants.

## **Hours of Work**

Normal hours of work will be 37.5 hours over 7 days. In normal circumstances, work outwith 9-5 will be covered by time shifting and no enhancements will be paid. Where hours worked are in addition to the 37.5 hours, those hours will be paid as overtime at the rate of time and a third.

## **Salary**

The gross basic salary will be £43,000 per annum for the duration of the 2 year pilot project. It shall be payable by direct credit transfer into a bank account nominated by the Physician Assistant by equal monthly payments in arrears, and shall be deemed to accrue from day to day.

Salary will be paid net of National Insurance contributions, tax, and any other lawful deduction made by the employer.

PAs will receive a monthly salary slip, setting out gross salary, statutory and other deductions, and the net sum paid by the employer.

## **Pension**

As an employee of an NHS Board, PAs will be eligible for membership of the NHS Pension Scheme subject to the rules of the scheme. The current rules and details of the scheme are set out in "A Guide to the NHS Pension Scheme", which will be provided with any offer of employment.

Contributions to the NHS Pension Scheme will be deducted from salary on a monthly basis. The contributions are currently 6% of gross basic salary (not overtime) although this rate may be subject to change. Any such changes will be advised in writing. The employer will pay contributions to the scheme at the appropriate rate, which is presently set at 14%.

PAs may choose to pay into the Scottish NHS Pension Scheme and claim the money back within 2 years, in which an application for details should be made to the Pensions Agency. Alternatively PAs may choose to opt out of the NHS pension scheme altogether.

## **Leave**

### Annual Leave

On appointment the entitlement is 27 days annual leave and 8 Public Holidays. The holiday entitlement shall be taken between 1 April and 31 March each year ("holiday year") at times agreed with the line manager.

PAs will qualify for paid annual holiday at the rate of one twelfth of the annual allowance for each completed month of service within the holiday year.

NHS Scotland recognises 8 Public Holidays, which vary across NHS Boards. PAs will be notified of the specific date in the offer of employment sent to them.

PAs required to work on one of the above days, will receive time off in lieu for working on a public holiday. The entitlement to take public holidays occurs only if they fall on days on which Physician Assistants would otherwise normally work.

Holidays up to the maximum of the allowance, may be taken subject to the proviso that, if a Physician Assistant leaves the employer having taken more than their entitlement, they shall refund the balance to the employer which shall be entitled to deduct any money owing from the final salary payment. Any balance owing to the Physician Assistant on leaving, shall be taken as leave prior to termination of employment. Where this is not possible or it is not convenient to the employer to permit a Physician Assistant to take such holidays, the employer will make payment in respect of such holidays.

### Study Leave

As part of the pilot project PAs will be entitled to 5 days study leave during the length of the project, with funding up to a maximum of £1,000 during the project, to allow attendance at any conferences or seminars in the USA, which are directly relevant to continuing medical education. All study leave must be authorised by the Clinical Supervisor.

### **Sickness Absence**

PAs are required to be available for work during normal working hours, and every effort must be made to attend work.

If absent from work on account of sickness or injury, the PA (or someone on their behalf if they are unable to do it for themselves) must report this absence to the line manager by telephone 1 hour prior to duty commencing on the first working day on which the absence begins. If for any reason the PA or the person acting for them is unable personally to speak to the line manager, the PA or that person should speak to the supervising physician. Only in exceptional circumstances should a message be left with a colleague.

On returning to duty the PA shall, if required, submit a medical certificate of fitness and may be required to attend for a medical examination before they are able to recommence work. On return to work, the PA will undergo a return to work interview with their line manager to discuss the period of absence and any impact that it may have on the PA's ability to undertake their duties effectively.

If so instructed the PA will be expected to authorise their general practitioner to be consulted by the employer's medical adviser or nominated adviser or consultant. The PA may also be required to authorise their general practitioner to discuss their medical condition and history with the employer or the employer's aforementioned medical or nominated adviser or consultant.

It should be understood that if a PA fails to comply with the employer's sickness policy and procedures, or their absence from work is unauthorized, the employer reserves the right to withhold statutory sick pay and contractual sick pay. It should be further noted that the employer reserves the right to recover from the PA, via deduction from salary, any sum paid in respect of any unauthorized absence from work.

### **Occupational Sick Pay Scheme**

NHS Scotland operates the following sick pay scheme whereby staff, during illness, which is notified, receive full and half pay for specified periods of time according to the length of service:

Length of Service	Full Salary	Half Salary
During first year of service	One month	Two months
During second year of service	Two months	Two months

Should a PA be absent from duty as a result of sickness, accident or injury, not arising from, nor attributable to their own act or fault, they are entitled to receive sick pay as tabled above.

### **Statutory Sick Pay**

In addition, any such occupational sick pay will be supplemented in accordance with the Statutory Sick Pay (SSP) scheme.

The employer makes statutory sick pay payments in accordance with the government's statutory sick pay scheme. In order to obtain SSP, it is necessary to follow any notification and certification procedures as detailed by the employer.

If the employer is satisfied that the absence is due to genuine incapacity for work, and if the PA is entitled to SSP, this will be paid by the employer at the appropriate rate for the hours normally worked, and for the agreed qualifying days (these are the days on which the PA would normally work).

In the event that an employee claims compensation in respect of any injury or sickness which caused absence from work in respect of which the employer paid sick pay, the employee shall refund to the employer the amount of sick pay received by him or her during the period in respect of which compensation for lost earnings is received.

### **Sickness Absence Notification**

A Physician Assistant, who is incapable of doing his/her normal work due to illness, will immediately notify the employer in the manner laid down by them. If an absence because of sickness continues beyond the third calendar day, the PA will submit a statement of the nature of the illness, within the first seven calendar days of absence.

Further statements will be submitted to cover any absence extending beyond the first seven calendar days. These further statements will not normally be submitted more frequently than once every succeeding seven calendar days. Unless the employer otherwise prescribes, they will take the form of medical certificates completed by a doctor. Exceptionally, the

employer may, in a particular case, require statements to be submitted at more frequent intervals.

A PA entering a hospital or similar institution will submit a doctor 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 PA will submit a self-certificate, as set out above.

### **Accident Claims**

A PA, who is absent, as a result of an accident, will not be entitled to an allowance if damages are recoverable from a third party in respect of such an accident. In this event, the employer may, having regard to the circumstances of the case, advance to the PA a sum not exceeding the sickness allowance which would have been payable under these provisions but for this condition, subject to the PA undertaking to refund the employer 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 monies advanced is made in full, will not count against the PA's sick leave entitlement.

Where, however, the refund is made in part only, the employer 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.

### **Policies**

**Parental Leave**  
**Maternity Support (Paternity) Leave and Pay and Ante-Natal Leave**  
**Adoption Leave and Pay**  
**Leave/Time Off for Domestic Reasons**  
**Maternity Leave**

Please see attached Appendix 1 for further details.

### **Disciplinary and Grievance Policy**

PAs will be subject to the Disciplinary and Grievance Policies of their employer. Further details will be available from the Human Resources Department.

### **Relocation Expenses**

PAs will be entitled to a maximum allocation of £5,000. This will be divided into two lump sums: £2,500 when taking up post to assist with the shipping of personal effects to Scotland and £2,500 on return to the US.

In the event of a unilateral decision on the part of the employee, to terminate the contract during the first year (365 days) the employer may recover 100% of relocation costs up to the first three months of employment (inclusive of travel expenses, motor vehicle hire and accommodation costs during the first month, shipping of personal effects and companion

animals) 75% between 3 and 6 months, 50% between 6 and 9 months, 25% between 9 and 12 months.

A unilateral decision on the part of the employer is subject to the conditions laid down above in respect of termination of employment and if invoked the employer will forfeit the recovery of costs of relocation. In either case the Home Office will be notified accordingly of the cessation of the work permit

### **Medical Indemnity**

Employers will hold Medical Indemnity for Physician Assistants. Supplementary indemnity to cover any activities outwith the work place should be sought by the individual Physician Assistant.

### **Termination of Employment**

The appointment of the Physician Assistant is for a Fixed Term as part of a national pilot project. No later than 18 months into the 2 year contract, there will be a meeting between the Employer and the PA, to discuss the termination date. Where possible, employers will seek to provide 6 months notice of termination of employment, where it is clear that the project will not be extended.

### **Confidentiality**

Physician Assistants are free, without the prior consent of the employing body, to publish books, articles etc, and to deliver any lecture or speech, whether on matter arising out of their hospital service or not. However, this freedom is subject to two caveats as follows:

- They are subject to a duty of confidentiality in accordance with National Terms and Conditions of Service and the Public Interest Disclosure Act 1998. If a Physician Assistant is uncertain regarding the release of information they should seek advice from their Clinical Director/GP mentor.
- Any intellectual property which can be shown to have been created by a Physician Assistant in the course of their employment in this post belongs to the employing body. A Physician Assistant wishing to assert ownership of intellectual property created by them during the period of employment with NHS Scotland, will be required to demonstrate that such intellectual property was not created by them in the actual course of their employment.

**Parental Leave**

This should be a separate provision from either maternity or paternity leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.

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

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 paternity or maternity leave.

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.

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

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**

This will apply to biological and adoptive fathers, nominated carers and same sex partners.

There will be an entitlement to two weeks' occupational 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 paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.

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

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

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

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

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

### **Adoption Leave and Pay**

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

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

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.

Eligibility for occupational adoption pay will be twelve months’ continuous NHS service ending with the week in which employees 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.

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.

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.

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

Employees with less service will be entitled to unpaid leave subject to local agreement.

### **Leave/Time Off For Domestic Reasons**

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

These provisions should cover all employees.

There will be no service qualification for this form of leave.

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

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

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

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