

The Scottish Government

Health Workforce Pay, Practice and Partnership Division
NHS Pay and Conditions



Scottish Government
Riaghaltas na h-Alba
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Dear Colleague

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

NEW CONTRACT FOR SPECIALIST DOCTOR GRADE

Summary

1. This circular informs NHS employers of the introduction of the Specialist Doctor (2022) grade.
2. This circular introduces new terms and conditions for the Specialist Doctor grade.

Action

3. The contractual arrangements and pay scales for the Specialist Doctor grade come into effect from the date of this circular, the operative date for these new contractual arrangements.

Eligibility to transfer to these Terms and Conditions of Service

4. The arrangements shall apply to doctors in the 2008 Associate Specialist and pre-2008 Associate Specialist grades employed within NHS Scotland on 1 October 2022. These doctors may transfer to these Terms and Conditions of Service subject to the process set out in paragraph 5 below, but they may choose to remain on their existing terms and conditions of service without detriment.

Transfer process

5. The process to transfer to these Terms and Conditions of Service shall be as set out below:

1 December 2022

Addresses

For action:

Chief Executives
Directors of Human Resources
Directors of Finance
NHS Boards
Special Health Boards
NHS National Services Scotland
(Common Services Agency)

For information:

Scottish Partnership Forum
Scottish Terms and Conditions
Committee
Scottish Workforce and Governance
Group
British Medical Association (Scotland)
British Dental Association (Scotland)

Enquiries to:

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- a) On or shortly after 28 November 2022, employers will write individually to eligible doctors to a) confirm that the doctor is eligible to transfer to these Terms and Conditions of Service and b) invite an expression of interest.
 - b) The eligible doctor may confirm their interest in transferring to these Terms and Conditions of Service (“an expression of interest”) at any time. An expression of interest shall not be legally binding nor shall it oblige the doctor to transfer to these Terms and Conditions of Service, but it shall signify that the doctor wishes to commence the job planning process in good faith and in the expectation of transferring.
 - c) In the event of any disagreement between a doctor and their employer on their eligibility to transfer to these Terms and Conditions of Service, the doctor may submit a grievance to their employer in accordance with local procedures.
 - d) Once a doctor has confirmed an expression of interest in transferring, the employer and the doctor shall then undertake the job planning process as set out in Schedule 4 of the Specialist Doctor contract. The job planning process should commence as soon as possible, and no later than one month following the expression of interest and be completed within three months.
 - e) Following the completion of this process, the employer will offer the doctor a Job Plan and salary package in writing (“the offer”).
 - f) Following receipt of the offer, the doctor has 28 days within which to accept or decline the offer in writing.
 - g) If the offer is accepted, the effective date of transfer to these Terms and Conditions of Service will be as set out in paragraphs 8 to 9 of Schedule 24 of the Specialist Doctor contract.
 - h) Where it has not been possible to agree a Job Plan the doctor shall have access to the provisions for mediation and appeal as set out in Schedule 5 of the Specialist Doctor contract which will finalise the Job Plan prior to the doctor making a final decision on whether to transfer to these Terms and Conditions of Service.
6. The terms and conditions of service for the new Specialist Doctor contract are attached and pay scales are outlined at Appendix 4 of the Specialist Doctor contract.

Scottish Minister’s Approval

7. Employers should implement this agreement, which has been approved by Scottish Ministers under Regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 (SI 1991/537). A copy of the formal approval is attached.

Enquires

8. Employees should direct their personal enquiries to their employing NHS Board or Special Health Board.
9. Employers are asked to make their own arrangements for obtaining any additional copies of this circular. This circular can also be viewed at www.sehd.scot.nhs.uk.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Victoria Bowman'.

Victoria Bowman

Deputy Director

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Scottish Government
St Andrew's House, Regent Road,
Edinburgh EH1 3DG

The Scottish Government

Directorate For Health Workforce, Leadership and
Service Reform
Health Workforce Division
NHS Pay and Conditions



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DIRECTION

Scottish Ministers, in exercise of the powers conferred on them by Regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 and Section 105(7), paragraph 5 of Schedule 1 and paragraph 7 of Schedule 5 to, the National Health Service (Scotland) Act 1978, hereby gives to NHS Boards and Special Health Boards and NHS National Services Scotland (the Common Services Agency) the following Direction. The new terms and conditions of service for hospital medical and dental staff and doctors and dentists in public health medicine and the community health service (Specialist Doctor grade) shall become operative on 1 December 2022 as specified in the arrangements which were approved by Scottish Ministers on 1 December 2022 in Appendix A of NHS Circular PCS(DD)2022/3 of 1 December 2022.

Yours Sincerely,

Victoria Bowman

Deputy Director

Health Workforce Pay, Practice and Partnership
Scottish Government
St Andrew's House, Regent Road,
Edinburgh EH1 3DG

Terms and Conditions of Service Specialist Doctor in Scotland

December 2022

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Definitions

Additional NHS Responsibilities	Additional NHS Responsibilities means special responsibilities within the employing organisation not undertaken by the generality of doctors, which are agreed between the doctor and the employer and which cannot be absorbed in the time set aside for supporting professional activities (These could include, being a clinical manager, clinical audit lead or clinical governance lead).
Basic Salary	Basic Salary means the salary attributed to each point on the salary scale with no further additions. The salary scale sets out salaries for full-time (10 Programmed Activities per week) doctors. Doctors working less than full-time will be paid a pro rata rate.
Contractual and Consequential Services	Contractual and Consequential Services means the work that a doctor carries out by virtue of the duties and responsibilities set out in their Job Plan and any work reasonably incidental or consequential to those duties. These services may include: <ul style="list-style-type: none">• Direct Clinical Care• Supporting Professional Activities• Additional NHS Responsibilities• External Duties.
Core Hours	Core Hours are all programmed activities worked between the period of 07.00 – 19.00 Monday to Friday, excluding public and statutory holidays, but including emergency work.
Direct Clinical Care (DCC)	Direct Clinical Care means work that directly relates to the prevention, diagnosis or treatment of illness. It includes: <ul style="list-style-type: none">• emergency duties (including work carried out during or arising from on-call)• operating sessions including pre-operative and post-operative care• ward rounds• outpatient activities• clinical diagnostic work• other patient treatment• public health duties• multi-disciplinary meetings about direct patient care• patient related administration linked to clinical work i.e. directly related to the above (primarily, but not limited to, notes, letters and referrals).
Doctor	Doctor means a medical or dental practitioner except where stated separately.

Elective Work	Elective work is patient care planned and timed to suit patients and the service and booked in advance whatever the clinical setting, such as outpatient clinics and pre-booked non-emergency surgery.
Emergency Work	<ul style="list-style-type: none"> Planned emergency work is emergency work that takes place at regular and predictable times, often as a consequence of a period of on-call work (e.g. post-take ward rounds), or as a result of working in a specialty dealing routinely with emergency cases (eg Emergency Medicine). This should be programmed into the Working Week as scheduled Programmed Activity. Unplanned emergency work is work done whilst on-call and associated directly with the doctor's on-call duties, e.g. recall to hospital to operate on an emergency basis.
Excess Travel	Excess travel is time spent travelling between home and a working site other than the doctor's main base, after deducting the time normally spent travelling between home and main base.
External Duties	External Duties means duties that are not included in the definitions of 'Direct Clinical Care', 'Supporting Professional Activities' and 'Additional NHS Responsibilities', and not included within the definition of Fee Paying Services or Private Practice, but are undertaken as part of the prospectively agreed Job Plan by agreement between the doctor and the employing organisation without causing undue loss of clinical time. They might include, for example, trade union duties, reasonable amount of work for the Royal Colleges or government departments in the interests of the wider NHS.
Extra Programmed Activities (EPAs)	EPAs may be offered to doctors by their employer in addition to the doctor's contracted number of programmed activities to reflect additional duties or activities.
Fee Paying Services	Fee Paying Services means any paid professional services, other than those falling within the definition of Private Practice, which a doctor carries out for a third party or for the employer and which are not part of, nor reasonably incidental to, Contractual and Consequential Services. A third party for these purposes may be an organisation, corporation or individual, provided that they are acting in a health related professional capacity, or a provider or commissioner of public services.
Full Pay	Full Pay is anything that is a permanent element of pay.
Locum	Locum means a doctor appointed on a fixed term basis to provide locum cover (i.e. an extra person) rather than additional work undertaken to provide short-term ad hoc cover by an existing member of staff.

Main Base	Main Base means the hospital or other base from which the doctor conducts their main duties.
NHS Employer	Unless the text indicates otherwise, any reference to an NHS employers in Scotland shall mean either of the following organisations: Health Boards or Special Health Boards.
On-Call	A doctor is working on-call when they are scheduled to be available from home or other location outside their normal working hours to respond to any clinical emergencies, either by phone or by attending their place of work.
Out of Hours (OOH)	OOH means any time that falls outside the period of 07:00 to 19:00 Monday to Friday and any time on a Saturday or Sunday, or statutory or public holiday.
Professional and Study Leave	<p>Professional and Study Leave means professional leave or study leave in relation to professional work including, but not restricted to, participation in:</p> <ul style="list-style-type: none"> • study (usually but not exclusively or necessarily on a course or programme) • research • teaching • examining or taking examinations • visiting clinics • attending professional conferences • training.
Programmed Activity	Programmed Activity means a scheduled period, normally equivalent to four hours, during which a doctor undertakes Contractual and Consequential Services.
Secondary Employment	Secondary Employment means any paid work a doctor undertakes in addition to their contract of employment with their NHS employer under these Terms and Conditions of service. This includes work for another NHS employer, agency work, self-employment and the armed forces reserves. The definition applies regardless of whether the doctor considers their role within their NHS employer to be secondary to a primary contract of employment elsewhere.
Standing Financial Instructions (SFIs)	An NHS employer's SFIs identify the financial responsibilities that apply to everyone working for them. They are designed to ensure that their financial transactions are carried out in accordance with the law and government policy in order to achieve probity, accuracy, economy, efficiency and effectiveness.

Supporting Professional Activities (SPAs)	<p>Supporting Professional Activities (SPAs) means activities that underpin Direct Clinical Care. These might include, but are not restricted to, participation in:</p> <ul style="list-style-type: none"> • audit • continuing professional development • local clinical governance activities • training • formal teaching • appraisal • job planning • research.
Weekend	<p>Weekend: for the purposes of calculating total number of weekends per annum is any period between 00.01 Saturday and 23.59 Sunday.</p>
Working Week	<p>Working Week: a standard full-time working week will be based on a Job Plan containing ten Programmed Activities.</p>

Schedule 1

Entry Criteria to the Specialist grade

1. A doctor appointed to this grade:

- shall have full registration and a Licence to Practice with the General Medical Council; and
- shall have completed a minimum of 10 years' medical work (either continuous period or in aggregate) since obtaining a primary medical qualification of which a minimum of six years should have been in a relevant specialty in the Specialty Doctor and/or closed SAS grades. Equivalent years' experience in a relevant specialty from other medical grades including from overseas will also be accepted;
- shall meet the criteria set out in the [Specialist grade generic capabilities framework](#).

2. A dentist appointed to this grade:

- shall have full registration and a Licence to Practice with the General Dental Council; and
- shall have completed a minimum of 10 years' dental work (either continuous period or in aggregate) since obtaining a primary dental qualification of which a minimum of six years should have been in a relevant specialty in the Specialty Doctor and/or closed SAS grades. Equivalent years' experience in a relevant specialty from other dental grades including from overseas will also be accepted;
- shall meet the criteria set out in the [Specialist grade generic capabilities framework](#).

Schedule 2

Commencement of employment and other dates

1. The following dates must be stated in clause 2 of the doctor's contract of employment:
 - The date from which employment under this contract began (the start date for this contract and Terms and Conditions of Service).
 - The date of the start of the current period of continuous employment with the employer for the purposes of the Employment Rights Act (ERA) 1996 including, if applicable, employment with predecessor organisations that had previously held the contract from whom the current contract was transferred to the current employer under Transfer of Undertakings (Protection of Employment) ("TUPE") regulations or equivalent arrangements. Previous employment with other NHS employing organisations does not count as continuous service for the purposes of ERA 1996 except as provided for under the National Health Service and Community Care Act 1990 or any other statute.
 - The date of the start of the current period of continuous employment with the NHS.

Period of notice

2. Where termination of employment is necessary, an employer will give a doctor three months' notice in writing, unless the provisions of paragraph 5 in Schedule 14 apply.
3. Doctors are required to give their employer three months written notice if they wish to terminate their employment.
4. Shorter or longer notice periods may apply where agreed between both parties in writing and signed by both.

Definition of Reckonable Service

5. "Reckonable service" means continuous full-time or part-time employment with the present or any previous NHS employer 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 the discretion of the employer, 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.

Preparation for retirement

6. Arrangements for preparation for retirement will be determined locally following consultation with staff representatives, incorporating the terms of the relevant Partnership Information Network (PIN) Policy or successor policy (see staffgovernance.scot.nhs.uk).

7. Doctors and their employers should discuss and agree any phased retirement arrangements as part of the Job Plan review, including consideration of phased reduction of both working hours and on call commitments.

Schedule 3

Associated duties and responsibilities

1. Whilst on duty a doctor has clinical and professional responsibility for their patients or, for doctors in public health medicine, for a local population. It is also the duty of a doctor to:
 - keep patients (and/or their carers if appropriate) informed about their condition;
 - involve patients (and/or their carers if appropriate) in decision making about their treatment;
 - maintain professional standards and obligations as set out by the General Medical Council (GMC) and comply in particular with the GMC's guidance on 'Good Medical Practice' as amended or substituted from time to time (Doctors only);
 - maintain professional standards and obligations as set out by the General Dental Council (GDC) (Dentists only).
2. A doctor is responsible for carrying out any work related to and reasonably incidental to the duties set out in their Job Plan such as:
 - the keeping of records and the provision of reports;
 - the proper delegation of tasks;
 - maintaining skills and knowledge.
3. To ensure continuity of patient care, where a doctor is absent unexpectedly, e.g. due to sudden ill-health, they should inform their employer as early as possible to enable cover arrangements to be put in place.
4. A doctor is expected to be flexible and to cooperate with reasonable employer requests to provide short-term cover for the unexpected absence of their usual colleagues, where it is safe and practicable, and the doctor is competent to do so. Employers should make every effort to ensure this period of internal cover is as short as practicably possible, with a maximum limit of 72 hours, unless mutually agreed. Remuneration arrangements for this initial period are set out in Schedule 10, paragraph 26.
5. After the initial period above, suitable alternative cover should be arranged by the employer, or clinical activities rescheduled. Where external cover is not available, remuneration arrangements for the provision of internal cover will be agreed locally.
6. No doctor should be asked to engage in internal cover that breaches the Working Time Regulations or the limits on working hours set out in Schedule 4.
7. Cover arrangements for predictable absences, e.g. annual and study leave, should be agreed prospectively through the job planning process (see Schedule 4).

Schedule 4

Job Planning

General Principles

1. Job planning will be based on a partnership approach and, rather than being a timetabling exercise, should be a systematic activity designed to produce clarity of expectation for employer and doctor about the use of time and resources to meet individual, departmental, service and broader NHS objectives. Individual Job Plans should follow the Job Plan format outlined at Appendix 1.
2. Doctors are expected to take responsibility for ensuring that they have an up-to-date Job Plan in place and should work with their clinical manager to achieve this. The process of individual job planning should be informed by, but is separate to, an inclusive model of team service planning (see paragraph 43 below).
3. The employer will be responsible for ensuring that a draft Job Plan is prepared either by the clinical manager or by the doctor¹. The draft Job Plan will then be discussed and a final Job Plan agreed with the doctor. Job Plans are prospective for the coming year and will list all the NHS duties of the doctor, the number of Programmed Activities (PAs) for which the doctor is contracted and paid, the doctor's objectives and agreed supporting resources. The Job Plan will also include a schedule of the doctor's activities.
4. For new appointees, the initial Job Plan will normally be subject to review within 6 months, irrespective of normal annual review cycles. This is in addition to the normal process of regular discussion with the appointee to support their settling in period and health and wellbeing.
5. Where programmed activities beyond those in the agreed Job Plan are being considered or undertaken on a regular basis, an interim Job Plan review should be arranged. Ad hoc additional work, including short term cover for absent colleagues (see Schedule 3) and Waiting List Initiative work (see Schedule 10), may be undertaken by mutual agreement between the doctor and employer without the need for a Job Plan review.
6. Both team service plans and individual Job Plans should support flexible working and take account of equality and diversity, to ensure that neither individual doctors, the service provided nor specific groups are adversely affected.

Job content

7. The Job Plan sets out the doctors' duties, responsibilities and objectives for the coming year. The Job Plan will include any duties for other NHS employers. A standard full-time Job Plan will contain 10 Programmed Activities (PAs). Subject to the provisions in Schedule 10 for recognising work done in Out of Hours, a PA will have a timetable value of four hours. PAs

¹ For all new posts it is expected that the employer will prepare the initial draft Job Plan.

will be programmed as blocks of four hours or in half units of two hours each.

8. The duties and responsibilities set out in a Job Plan will include, as appropriate:

- Direct Clinical Care (DCC) duties including any on-call work;
- Supporting Professional Activities (SPA) (including a minimum PA allocation designated for job planning and meeting the requirements for appraisal and revalidation – see paragraph 11 below);
- Any additional NHS responsibilities;
- Any agreed External Duties;
- Any Extra Programmed Activities (EPAs);
- Travelling time as defined in paragraphs 26 – 27.

Job Schedule

9. The Job Plan will include a schedule of PAs setting out how, when and where the doctor's duties and responsibilities will be delivered. It is expected that the majority of PAs will normally take place at a doctor's main base but there will be flexibility to agree off site working, including working from home where appropriate. The clinical manager will draw up the final schedule after full discussion with the doctor, taking into account the doctor's views on resources and priorities and making every effort to reach agreement.
10. The employer will be responsible for ensuring that a doctor has the facilities, training development and support needed to deliver the commitments in the agreed Job Plan and will make all reasonable endeavours to ensure that this support conforms with the standards set out in 'Healthy Working Lives'.
11. The Job Plan must include a SPA allocation that is sufficient to enable the doctor to undertake job planning and to meet the requirements for appraisal and revalidation. This allocation must be clearly identified in the Job Plan separately from any other agreed SPA. For a full-time doctor, the minimum allocation for these purposes will be one SPA; for a doctor working less than full time it will be as set out in the table below:

Total Job Plan PAs (including any EPAs)	Minimum SPA allocation
5 or more	1.0 PA
More than 2 but fewer than 5	0.5 PA
2 or fewer	0.25 PA

12. Where a doctor is required to participate in an on-call rota, the Job Plan will set out the frequency of the rota, including any prospective on-call cover for colleagues' annual and study leave, where this is agreed. Any ad-hoc short term absence cover will not impact on the calculated frequency as agreed in the Job Plan (reference Schedule 10 paragraph 23).
13. Subject to agreement via the job planning process, doctors may be expected to take part in non-emergency work after 19.00 and before 07.00 during weekdays or at weekends, or on public or statutory holidays.

Working hours

14. For a doctor working a full shift rota, unless otherwise mutually agreed, the following will apply:
- a maximum of six night shifts (ie any shift worked that ends at or which falls past 02.00) in any seven days, with best practice being no more than four nights in a row;
 - a maximum of seven days or shifts in a row;
 - a maximum of four consecutive days of long shifts (greater than 10 hours) in any seven days;
 - a minimum period of 46 hours rest following any block of full shift night working, including single stand-alone night shifts, commencing on conclusion of the final night shift.
15. No more than 40 per cent of work will take place in the Out of Hours (OOH) period (see Schedule 10), unless otherwise mutually agreed. Transitional arrangements apply where an Associate Specialist transfers to these terms and conditions under the provisions of Schedule 24.
16. Elective Work (see Definitions) should not normally be scheduled to finish later than 19.00 on weekdays, at weekends or on public holidays unless mutually agreed.
17. Every effort should be made through job planning to ensure that work is not routinely scheduled for the following day where it is likely that a doctor's sleep will be disrupted as a result of being on-call overnight. Where a doctor is scheduled to work following a disrupted night on-call but they regard themselves as too tired to do so, they should notify their employer as soon as is practicable. Any displaced time/activity should either be rescheduled to take place at another time in the doctor's agreed Job Plan, be covered by colleagues, or cancelled, with no detriment to the doctor or colleagues.

Weekend working

18. The job planning process should not, unless by mutual agreement, result in a Job Plan that requires a doctor to work for more than 13 weekends, in whole or in part, per year averaged over two years. For this purpose only, a weekend is defined as any period between 00.01 Saturday and 23.59 Sunday.
19. The provisions of paragraph 18 above apply to any weekends where work is undertaken or a doctor is required to be available on-call, including weekends when the doctor is available on-call but is not contacted. Where weekend working exceeds 13 weekends per year due to an intensive on-call rota of 1 in 4 or more frequent, there will be an annual review of the rota in accordance with Schedule 4, paragraph 3.
20. Transitional arrangements will apply where an Associate Specialist transfers to these terms and conditions under the provisions of Schedule 24.

Opting out of Working Time Regulations

21. A doctor may voluntarily choose to opt out of the Working Time Regulations 1998 (WTR) as amended and replaced from time to time average weekly limit of 48 hours, subject to prior

agreement in writing with the employer. A decision to exercise this option is individual, voluntary and no pressure may be placed on the doctor to take this option.

22. Under these terms and conditions, where a doctor has opted out of the WTR average weekly working hours, overall hours are restricted to a maximum average of 56 hours per week, across all or any organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over an agreed reference period. Where there is any disagreement over the reference period, the WTR reference period of 26 weeks shall apply.
23. Under these terms and conditions, a doctor opting out of the WTR weekly hours limit is still bound by all of the other limits set out in the WTR and in these terms and conditions.
24. A doctor's agreement to opt out may apply either to a specified period or indefinitely. To end any such agreement, a doctor must give written notice to the employer. The notice period shall be seven days, or a period up to a maximum of three months specified in the original agreement, whichever is the longer.
25. Records of such agreements must be kept in accordance with the provisions of the Data Protection Act 2018 and be made available to relevant recognised unions and appropriate regulators on request.

Travelling time

26. Where a doctor is expected to spend time on more than one site during the course of a day, travelling time between sites will be included as working time and agreed as part of job planning.
27. A doctor's normal daily commute between their home and their main base will not be regarded as part of working time. However, both travel to and from work for on-call or other NHS emergencies, and 'excess travel' (see Definitions) will count as working time.

Managerial responsibilities

28. The Job Plan will set out any management responsibilities.

Accountability arrangements

29. The Job Plan will set out the doctor's accountability arrangements, both professional and managerial.

Objectives

30. The Job Plan will include appropriate and identified individual objectives that have been agreed between the doctor and their clinical manager and will indicate the relationship between these individual objectives and local service objectives. Where a doctor works for more than one NHS employer, the lead employer will take account of any objectives agreed with other employers.

31. The doctor's objectives may also relate to key personal and/or professional development objectives identified in their personal development plan as part of the appraisal process.
32. The nature of a doctor's objectives will depend in part on their specialty, but they may include objectives relating to:
- quality
 - activity and efficiency
 - clinical outcomes
 - clinical standards
 - local service objectives
 - management of resources, including efficient use of NHS resources
 - service development
 - multi-disciplinary team working
 - continuing professional development and continuing medical education.
33. Objectives may refer to protocols, policies, procedures and work patterns to be followed. Where objectives are set in terms of output and outcome measures, these must be reasonable and agreement should be reached.
34. The objectives will set out a mutual understanding of what the doctor will be seeking to achieve over the annual period that they cover and how this will contribute to the objectives of the employing organisation. They will:
- be based on past experience and on reasonable expectations of what might be achievable over the next period;
 - reflect different, developing phases in the doctor's career;
 - be agreed on the understanding that delivery of objectives may be affected by changes in circumstances or factors outside the doctor's control, which will be considered at the Job Plan review.

Supporting resources

35. The doctor and their clinical manager will use Team Service Planning and individual Job Plan reviews to agree the doctor's Job Plan commitments and objectives for the coming year. These discussions should include identifying those resources the individual requires to develop their role and support their professional development, including progression through all thresholds in the payscale.
36. Identification of required supporting resources, barriers or opportunities may lead to a reassessment of the balance between planned DCC and other duties.
37. The Job Plan will set out:
- agreed supporting resources which include clinical support, administrative or other staff support, office and other accommodation, IT resources, and other forms of support;
 - any action that the doctor and/or employer agree to take to reduce or remove potential organisational or system barriers.

Extra Programmed Activities

38. By mutual agreement between the employer and the doctor, the doctor may carry out Extra Programmed Activities (“EPAs”) under these terms and conditions at the rates set out in Schedule 10, in addition to the standard commitment set out in their contract of employment. A separate contract should be issued in respect of the EPAs and they will be specifically identified within the Job Plan.
39. If the employer wishes to offer EPAs to the doctor, this will normally be at the annual Job Plan review but, unless the employing organisation and doctor agree otherwise, no fewer than three months in advance of the start of the proposed EPAs, or six months in advance where the work would mean the doctor has to reschedule external commitments.
40. There is no obligation on the employer to offer any EPAs nor is there any requirement for the doctor to accept any EPAs that are offered. Where offered EPAs are declined, there shall be no detriment to the doctor.
41. Where EPAs are agreed, this will normally be on an annual basis for the expected duration of the agreed Job Plan, although an alternative fixed term period may also be agreed.
42. There will be a minimum notice period of twelve weeks for either the doctor or employer to terminate EPAs.

Team Service Planning

43. Teams should meet regularly throughout the year to promote engagement between employers and their medical staff so that team service plans are developed and owned by the teams who provide the service. Neither the team service plan nor the individual doctor’s Job Plan can be drawn up in isolation; each informs the other.
44. This approach to team planning, should not detract from, but rather enhance the individual nature of the doctors Job Plan and should contain the following elements:
 - Reviewing the previous year and identifying what went well and where there might be areas for improvement across the organisation/directorate;
 - Reviewing the clinical workload as defined in the business plan;
 - Reviewing any changes to service delivery that have taken place during the year;
 - Identifying the actions and resources needed to maintain and improve service delivery and the quality of care to patients;
 - Reviewing areas of strength and weakness and methods to maximise the opportunities and minimise the possible risks such as workforce gaps and other threats to service continuity;
 - Taking account of broad NHS Scotland aims, identifying the priorities organisations(s) and team(s) want to deliver and the objectives flowing from these which might influence and inform individual Job Plans;
 - Taking account of the spread of activities throughout the team to inform individual job planning;
 - Understanding the resources the Department receives (e.g. salaries, recharges, Medical School sessions, teaching roles etc);

- Setting out what might be needed to meet clinical governance requirements including education, training, and research;
- Using local data to provide a robust evidence base for both the service planning and individual job planning processes;
- Taking account of specific individual objectives that may require broader team support or impact on service delivery;
- Taking account of any additional responsibilities, in particular external duties, undertaken by doctors, specifically the impact this has on service delivery and on the workload of the department;
- Including input from SAS doctors in the department;
- Including mechanisms for sharing of information with other teams to secure consistency and benefit from best practice.

Annual Job Plan review

45. The Job Plan will be reviewed annually as a minimum.
46. Before the annual job planning round commences, in line with the local protocol, the employer should:
 - publish the timetable for the job planning round
 - confirm that the employer guidance to clinical managers is up to date, reflective of local circumstances, and is communicated to all parties in advance of the job planning round.
47. The annual review will examine all aspects of the Job Plan and should be used to consider amongst other possible issues:
 - what factors, including adequacy of resources and fluctuations in service demand, affected the achievement or otherwise of Job Plan objectives over the previous year;
 - personal and career objectives and development needs;
 - team service plans and developments to which they could contribute;
 - any possible changes to duties or responsibilities, or the schedule of PAs;
 - ways of improving management of workload;
 - any anticipated changes in a doctor's individual personal circumstances which may materially affect the achievement of agreed commitments and objectives.
48. The annual review may, by mutual agreement, be informed by the outcome of the appraisal discussions.
49. The annual Job Plan review may result in a revised, agreed prospective Job Plan, subject to paragraph 52 below, which the clinical manager will be responsible for confirming within 3 weeks of the agreement.
50. In the case of doctors with more than one NHS employer, or honorary contract, a lead employer will normally be designated to conduct the Job Plan review on behalf of all the doctor's employers. The lead employer will take full account of the views of those other employers (including for the purposes of Schedule 6) and inform them of the outcome.

Interim Job Plan reviews

51. If either party believes that duties, responsibilities, accountability arrangements or objectives have changed or need to change significantly within the year, the doctor and clinical manager shall conduct an interim review of the Job Plan. In particular, in respect of the agreed objectives in the Job Plan, both the doctor and clinical manager will:
- keep progress against those objectives under review;
 - and identify to each other any problems in meeting those objectives as they emerge.
52. Either the doctor or the clinical manager may propose an interim Job Plan review at any time during the year if working patterns have been, or are likely to be, subject to change for any reason or if it appears that the objectives may not be achieved for reasons outside the doctor's control.

Resolving disagreements over Job Plans

53. The doctor and clinical manager will make every effort to agree any appropriate changes to the Job Plan at the annual or interim review. If it is not possible to reach agreement on the Job Plan, the doctor or clinical manager may refer the Job Plan to mediation and, if necessary, appeal as set out in Schedule 5. Prior to reaching a resolution the provisions of Schedule 5 shall be effective.

Schedule 5

Mediation and appeals

1. Where it has not been possible to agree a Job Plan (including Job Plan reviews and interim reviews) or a doctor disputes a decision that they have not met the required criteria for pay progression in respect of a given year, a mediation procedure and an appeal procedure are available.
2. Where a doctor is employed by more than one NHS organisation, the process for mediation and appeals will be undertaken by the employer where the issue with the Job Plan has arisen unless there are extenuating circumstances. The employer arranging the process will ensure that there is representation from other employer(s) where necessary and practical.
3. It is open to either party (or both parties jointly) to seek further advice in order to try to resolve a disagreement in advance of proceeding to mediation. Whilst it is obviously preferable for disagreements to be resolved through such 'informal facilitation' it is equally important to reach genuine agreement and give all parties clarity as to the prospective Job Plan.
4. Until such time as a new Job Plan is agreed, the previously agreed Job Plan shall remain in force. No disputed element of the Job Plan will be implemented until it is confirmed by the outcome of the mediation or appeals process, except where there are agreed pressing clinical reasons to do so, in which case direct clinical care elements of the Job Plan may be implemented prior to the formal review and agreement on a revised Job Plan.

Mediation

5. Where it has not been possible to reach agreement on the Job Plan, the doctor or their medical manager, may refer the matter for mediation to the next level of medical management in line with the locally agreed process, provided that the senior manager concerned has not had any previous involvement in the Job Plan review. The purpose of the referral will be to reach agreement if at all possible.

The locally agreed process will include the following provisions as a minimum:

- the referral is made in writing within 14 days of the disagreement arising, or some other mutually agreed timescale for those working less than full-time (LTFT);
- the senior manager will normally undertake the role of the mediator or shall nominate an appropriate person, agreed by both parties, who has the interpersonal skills to facilitate a constructive dialogue and enable both parties to put forward their issues and concerns;
- the mediator will convene a meeting within 21 days of the referral, unless a later date is agreed by both parties. There is no obligation on either party to submit documentation or provide information to the mediator beforehand, but it may be useful for each party to outline their reasons for being unable to reach agreement to give the mediator some insight before the meeting;
- the process should be open, transparent, and taken forward in line with any agreed local process;

- within 14 days of the completion of the stage 1 mediation, the mediator shall write to the doctor and their medical manager confirming the outcome of the mediation and their reasoning behind this;
- the outcome shall note that if either party is not satisfied with the outcome of the stage 1 mediation, they may refer the matter within 14 days, or some other mutually agreed timescale for those working LTFT, in line with the locally agreed process to a more senior medical manager who will arrange for a stage 2 mediation with a more senior medical manager who has not been previously involved in the individual doctor's Job Plan review in that cycle;
- the second stage of mediation meeting will be conducted in the same manner as stage 1 and in line with locally agreed processes;
- if either party is not satisfied with the outcome at stage 2, they may lodge a formal appeal in accordance with paragraphs 6-15 below.

Formal appeal

6. A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process. A formal appeal will be heard by a panel under the procedure set out below.
7. An appeal shall be lodged by either party in writing to the appropriate medical manager in line with agreed local processes, within 21 days of receipt of the outcome of the stage 2 mediation.
8. The appeal should set out the points in dispute and the reasons for the appeal. On receipt of a written appeal, an appeal panel will be convened within six calendar weeks and in line with the agreed local process.
9. The appeal panel will comprise:
 - one member nominated by the Medical Director, who will chair the panel
 - one member nominated by the doctor
 - one member from a panel list for SAS doctors, agreed between the employer and the BMA Local Negotiating Committee

No member of the panel should have previously been involved in the dispute and decisions will be reached by a simple majority vote where unanimity cannot be achieved.

10. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party no less than 7 days before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. Following the provision of the written statements neither party shall introduce new (previously undisclosed) written information to the panel. A representative from the employer will present its case first.
11. The doctor may present their own case in person, or be assisted by a work colleague or trade union or professional organisation representative, but legal representatives acting in a professional capacity are not permitted.
12. Where the doctor, the employer or the panel requires it, the appeals panel may hear expert advice on matters specific to a specialty or to the subject of the appeal.

13. The decision of the panel will be binding on both the doctor and the employer. The decision shall be recorded in writing and provided to both parties no later than 14 days from the date of the appeal hearing.
14. The decision of the panel will be implemented in full as soon as is practicable and normally within 21 days.
15. The decision of the appeals panel is final and there will be no further right of appeal.

Pay revision

16. Where the outcome of a job planning process results in a change to the doctor's salary, the salary should be adjusted accordingly, starting from the time at which the prospective Job Plan commences or when there is agreed evidence of the change having taken place, if earlier.

Schedule 6

On-call rotas

On-call availability

1. A doctor who is required to participate in an on-call rota (see Definitions) will be paid an on-call availability supplement in accordance with the provisions of Schedule 10, paragraphs 19 – 21.

Duty to be contactable

2. A doctor should be contactable throughout the on-call period. It is recognised that there may be brief periods during on-call where immediate contact is not practicable; in such cases, the doctor must ensure that a message facility is available and that they respond as soon as possible.
3. Where a doctor is required to attend a clinical emergency when on-call, suitable arrangements must be made so the doctor is able to attend their main base, or other agreed location, ensuring an appropriate response time to meet clinical and patient needs specific to their role. Appropriate arrangements are to be agreed between the employer and the doctor and detailed in the Job Plan to allow for annual review.
4. A doctor undertaking private practice or other secondary employment (see Schedule 7) will ensure that any such commitments do not prevent them from being able to attend an NHS emergency while they are on-call for the NHS.

High frequency rotas

5. The job planning process should not, unless by mutual agreement, result in a Job Plan that requires a doctor to undertake an on-call rota of 1 in 4 or more frequent. Where such an intensive rota has been agreed, the employer will review at least annually the reasons for this rota and for its high frequency and take any practicable steps as part of team service planning to reduce the need for high frequency rotas of this kind.
6. Transitional arrangements will apply where an Associate Specialist transfers to these terms and conditions under the provisions of Schedule 24.

Work arising from on-call availability

7. All work undertaken arising from being available on-call will count towards the number of PAs scheduled in the Job Plan for Direct Clinical Care (DCC) under the provisions of Schedule 4, including the limits on weekend and Out of Hours (OOH) working set out in Schedule 4 paragraphs 14 – 20.
8. Where it has been agreed that a doctor will undertake specific timetabled or other planned duties on a regular basis as a result of being on-call, e.g. weekend ward rounds, then this should be scheduled into the Job Plan as part of the job planning process (see Schedule 4).

9. The employer and doctor will also agree, on a prospective basis through job planning, the number of PAs representing the average weekly volume of unplanned work arising from a doctor's on-call duties. This will be reviewed periodically, or at the request of either party (see also paragraph 11 below) based on an assessment of the average weekly amount of such work over an agreed reference period. The doctor will be the key player in the assessment by maintaining records of their activities.
10. Unplanned work arising from on-call should not exceed two PAs per week, unless by mutual agreement.
11. The doctor and their clinical manager should review at least annually the level of unplanned work arising from on-call to consider whether some of it is sufficiently regular and expected to be scheduled into the Job Plan.
12. Tables 1 and 2 below set out illustrations of the relationship between the average weekly work arising from on-call duties and the number of PAs that this work is regarded as representing. The general principle is that an average of four hours of such work per week, or – subject to the provisions in Schedule 10, an average of three hours of such work per week during OOH – constitutes for these purposes one PA.

Table 1

Recommended PA allocation where work arises during core hours (see Definitions)

Average work per week	Recommended PA allocation
½ hour	1 PA every 8 weeks, or ½ PA every 4 weeks
1 hour	1 PA every 4 weeks, or ½ PA every 2 weeks
1½ hours	3 PAs every 8 weeks
2 hours	1 PA every 2 weeks, or ½ PA every week
3 hours	3 PAs every 4 weeks
4 hours	1 PA per week
6 hours	1½ PAs per week, or 3 PAs every 2 weeks
8 hours	2 PAs per week

Table 2

Recommended PA allocation where work arises Out of Hours

Average work per week	Recommended PA allocation
½ hour	1 PA every 6 weeks, or ½ PA every 3 weeks
1 hour	1 PA every 3 weeks
1½ hours	1 PA every 2 weeks, or ½ PA per week
2 hours	2 PAs every 3 weeks
3 hours	1 PA per week
4 hours	4 PAs every 3 weeks
6 hours	2 PAs per week

13. Where on-call work averages less than 30 minutes per week, compensatory time will be deducted from normal PAs on an ad hoc basis by agreement between the doctor and their clinical manager.

14. Where there is evidence that a doctor's on-call duties have given rise to a different amount of work than assumed in the prospective assessment set out in paragraph 12 above, this will trigger a Job Plan review (see Schedule 4 – Job Planning), in which the clinical manager and the doctor will review the position and, where appropriate, agree adjustments to the Job Plan on a prospective basis from an agreed date. In the event of any disagreement, the provisions of Schedule 5 (Mediation & appeals) will apply.
15. Where the Job Plan review results in an increase in the number of PAs, any additional work undertaken during the period prior to reaching a revised Job Plan shall be remunerated. Where the review results in a reduction in the number of PAs, the new arrangements will take immediate effect from the agreed date, with no period of protection. Given that the doctor has the right to maintain their contracted number of PAs, if such a reduction would otherwise result in a working week of fewer than their contracted PAs, they have the option of agreeing with their clinical manager to undertake other appropriate duties consistent with their skills and experience.

Schedule 7

Private Practice, secondary employment and other financial interests

Principles

1. A doctor will be free to undertake Private Practice (see Definitions), secondary employment (see Definitions) with other NHS or non-NHS employers, or take on other professional commitments without requiring the approval of their employer and without these having any impact on their substantive NHS contract, provided that such work is undertaken outside the time agreed in the Job Plan for programmed activities.
2. The doctor will inform their clinical manager in advance of any regular Private Practice, secondary employment or other professional commitments, including the planned location, timing and broad type of work involved, and these will be noted in the Job Plan.
3. Where there would otherwise be a conflict or potential conflict of interest, NHS commitments must take precedence over outside professional commitments.
4. Where a doctor undertakes Private Practice, they are required to adhere to the Code of Conduct for Private Practice for Specialist Doctors set out in Appendix 2.
5. A doctor may carry out Private Practice, secondary employment or other professional commitments over and above the commitment set out in their NHS Job Plan, up to a maximum average of 48 hours per week, or up to 56 hours per week if the doctor has opted out of the Working Time Regulations (WTR) (see Schedule 4 paragraphs 21 – 25). The doctor is required to ensure that any additional hours of work do not breach any of the safety and rest requirements set out in the WTR.
6. It is the responsibility of the doctor to ensure they comply with the local policies and procedures set out in their employer's Standing Financial Instructions (SFIs) (see Definitions).
7. A doctor must declare:
 - any financial interest or external relationship they may have which may conflict with their employer's SFIs; and/or
 - any financial or pecuniary advantage they may gain whether directly or indirectly as a result of a privileged position within their employing organisation.

Schedule 8

Fee Paying Services

Principles

1. Fee Paying Services are services that are not part of Contractual or Consequential Services and not reasonably incidental to them. A list of Fee Paying Services is set out in Appendix 3.
2. In the case of the following services, the doctor will not be paid an additional fee, or - if paid a fee - the doctor must remit the fee to the employer:
 - any work in relation to the doctor's Contractual and Consequential Services;
 - duties which are included in the doctor's Job Plan, including any Extra Programmed Activities which have been agreed with the employer;
 - Fee Paying Services for other organisations carried out during the doctor's Programmed Activities, unless the work involves minimal disruption and the employer agrees that the work can be done in NHS time without the employer collecting the fee;
 - domiciliary consultations carried out during the doctor's Programmed Activities;
 - lectures and teaching during the course of the doctor's clinical duties;
 - lectures and teaching that are not part of the doctor's clinical duties, but are undertaken during the doctor's Programmed Activities.

This list is not exhaustive and as a general principle (save as set out in paragraph 3 below), work undertaken during Programmed Activities will not attract additional fees.

3. Services for which the doctor can retain any fee that is paid:
 - Fee Paying Services carried out in the doctor's own time, or during annual or unpaid leave;
 - Fee Paying Services carried out during the doctor's Programmed Activities that involve minimal disruption to NHS work and which the employer agrees can be done in NHS time without the employer collecting the fee;
 - Domiciliary consultations undertaken in the doctor's own time, though it is expected that such consultations will normally be scheduled as part of Programmed Activities;²
 - Private Professional Services undertaken in the employer's facilities and with the employer's agreement during the doctor's own time or during annual or unpaid leave;
 - Private Professional Services undertaken in other facilities during the doctor's own time, or during annual or unpaid leave;
 - Lectures and teaching that are not part of the doctor's clinical duties and are undertaken in the doctor's own time or during annual or unpaid leave.

This list is not exhaustive but as a general principle the doctor is entitled to the fees for work done in their own time, or during annual or unpaid leave.

² And only for a visit to the patient's home at the request of a general practitioner and normally in their company to advise on the diagnosis or treatment of a patient who on medical grounds cannot attend hospital.

Schedule 9

Other conditions of employment

Health assessment

1. Doctors are required to notify their clinical manager or other designated official as soon as possible of any illness, disease or condition, or impact on wellbeing which prevents them from undertaking the full or partial range of their duties.
2. Where a doctor is unable to perform the full or partial range of their duties as a consequence of illness, disease, condition, or impact on wellbeing, the doctor or employer may request the organisation's occupational health services to undertake an assessment in accordance with local procedures.

Research

3. All research must be managed in accordance with the requirements of the UK Policy Framework for Health and Social Care Research. Doctors must comply with all reporting requirements, systems and duties of action put in place by the employing organisation to deliver research governance. Doctors must also comply with the GMC guidance 'Good Practice in Research' as from time to time amended.

Publications

4. A doctor shall be free, without prior consent of the employing organisation, to publish material and to deliver lectures or speak at an event, whether on matters arising out of their NHS employment or not. This freedom is subject to the requirements regarding information of a confidential nature set out in paragraphs 6-8 below, and the requirements regarding research set out in paragraph 3 above. Such communications, whether or not these activities take place in the doctor's own time, must be in good faith and without malice, and are subject to the employer's protocols and practices (including those on social media usage and the press) and provided the doctor is able to comply with their Job Plan. The doctor must also follow guidance from the relevant regulatory bodies.
5. A doctor should be aware of the employer's local policy regarding intellectual property. Where payment is received, the doctor should comply with the requirements of Schedules 7 and 8.

Confidentiality

6. A doctor has an overriding professional obligation to maintain patient confidentiality as described by guidance from the regulatory bodies, and employer policies from time to time in force, subject to relevant legal exceptions.

7. A doctor must not disclose, without permission, any information of a confidential nature concerning other employees or contracted workers, except where there is an overriding public interest or legal obligation to do so.
8. A doctor must not disclose, without permission, any information of a confidential nature concerning the business of the employer or of contractors of the employer, save where there is an overriding public or patient safety interest or legal obligation to do so.

Raising concerns

9. Should a doctor have cause for genuine concern about an issue (including one that would normally be subject to the requirements regarding information of a confidential nature set out in paragraph 6 – 8 above) the doctor has a professional obligation to raise that concern. A doctor should raise concerns in accordance with local and national policies and shall not be subject to any detriment for raising such concerns, including those regarding a third party.
10. If a doctor believes that a disclosure of any concern regarding malpractice, patient safety, the safety of doctors, other employees or contracted workers, financial impropriety or any other serious risk (including one that would normally be subject to paragraph 6 – 8 above) would be in the public interest, they have a right and a duty to speak out and be afforded statutory protection as required under the Public Interest Disclosure Act 1998 (PIDA) as amended from time to time. As far as practicable, local procedures for disclosure of information in the public interest should be followed.

Intellectual property

11. A doctor must comply with their employer's policies and procedures for intellectual property. These will reflect this Scottish framework outlined in [HDL\(2004\)09](#), as amended from time to time.

Transfer of information

12. On commencement of employment, a doctor's employment data (but not personal health data) will be uploaded to the employer's HR systems to allow them to effectively manage the workforce leading to improved efficiency and improved patient safety.
13. Essential employment data (but not personal health data) will be transferred from one NHS employer to another if your employment transfers. Employers shall comply with the relevant legal requirements on data protection at all times, and shall ensure that they have in place appropriate systems to protect the security of any information being transferred.

Schedule 10

Pay and other Allowances

1. Doctors shall be paid at the rates set out in Appendix 4.
2. The value of pay for doctors working less than full-time (LTFT) will be pro rata to the levels in Appendix 4, based on the number of agreed weekly Programmed Activities in the doctor's Job Plan as a proportion of the 10 required Programmed Activities for full-time doctors.
3. The annual rate for an Extra Programmed Activity (EPA) will be 10 per cent of full-time Basic Salary (see 'Definitions').
4. Locum doctors (see 'Definitions') appointed to a fixed term contract of three months or more shall be paid at the same rates as those doctors employed on a permanent basis, including the provisions for recognition of previous service set out in paragraphs 5 to 9 below. Locum doctors appointed to a fixed term contract of less than three months shall be paid at a rate equivalent to scale point 3 of the payscale (see Appendix 4).

Starting salaries, pay progression dates and counting of previous service

5. Except as provided for elsewhere in these Terms and Conditions of Service and in paragraphs 6 to 11 below, doctors shall on their first appointment in this grade be paid at the minimum point of the scale and their pay progression date shall be the date of commencing their first appointment in this grade.
6. Where doctors are appointed to a post in the Specialist grade with previous service in that grade, or previous relevant experience as an associate specialist, consultant or general practitioner, or in equivalent posts outside the NHS including overseas, then all such service or relevant experience shall be counted in determining their starting salary and pay progression date.
7. All locum service of three or more continuous months' duration in the Specialist grade, or relevant locum service as an associate specialist, consultant or general practitioner, shall count towards determining the starting salary and pay progression date. Continuous locum service shall be taken to mean service as a locum in the employment of one or more NHS organisations uninterrupted by the tenure of a substantive appointment or by more than two weeks during which the doctor was not employed by the NHS.
8. All periods spent acting-up in the Specialist or consultant grade of three or more continuous months' duration shall count towards determining the starting salary and pay progression date. Continuity of a period of acting-up shall be determined in line with the provisions of Schedule 17.
9. Where a doctor has previously held a substantive appointment in the Specialist grade, all subsequent locum service or periods spent acting-up in that grade, regardless of duration, shall count towards determining their starting salary and pay progression date as though it had been service in a substantive post.

10. Subject to the provisions of paragraph 11 below, where a doctor has been paid in their previous substantive NHS appointment at a full-time equivalent basic salary higher than that which they would (if not for this provision) be paid upon taking up their appointment under these terms and conditions of service, then their starting salary shall be at the point in the scale next above that previous salary, or at the maximum if the previous salary was higher.
11. Where a doctor's previous NHS appointment was as an associate specialist, salaried general practitioner, consultant, or locum consultant for a continuous period of twelve months or more, and their previous full-time equivalent basic salary was above the top of the Specialist payscale, their starting salary shall be set at the same level as their previous appointment, protected on a mark time basis until the value of the Specialist payscale exceeds the protected salary.

Counting of service whilst on leave

12. Absence on leave for annual leave, public holidays, sick leave, study or professional leave, secondments, sabbatical leave, maternity, paternity, parental or adoption leave, whether paid or unpaid, plus relevant and agreed special leave, shall be included for counting of service purposes.

Payment of salaries

13. The annual salaries of full-time doctors shall be apportioned as follows:
 - For each complete calendar month: one-twelfth of the annual salary
 - For each odd day (including Sundays): the monthly sum divided by the number of days in the particular month.
14. The annual salaries of doctors working less than full-time should be apportioned as above except in the month in which employment commences or terminates when they should be paid for the hours or PAs worked.
15. Where full-time doctors terminate their employment immediately before a weekend and/or a public holiday, and take up a new salaried post with another NHS employing authority immediately after that weekend and/or that public holiday, payment for the intervening day or days, e.g. the Saturday (in the case of a 5 day working week) and/or the Sunday and/or the public holiday, shall be made by the first employing authority.

Pay progression

16. Subject to the provisions of Schedule 11, doctors will become eligible for pay progression at the intervals set out in Appendix 4 on their pay progression date.

Secondments and sabbaticals

17. Doctors who undertake an approved secondment or sabbatical will, at all times, maintain their entitlements under this Schedule and the provisions for pay progression set out in

Schedule 11. Arrangements for their return from secondment or sabbatical should be agreed in line with the NHS Scotland PIN policy on secondment or any successor policy.

18. Doctors who have been seconded to a training placement will retain their Basic Salary and be paid for the hours worked during the secondment in accordance with these Terms and Conditions of Service.

Out of Hours Work

19. The Out of Hours (OOH) period is any time that falls outside the period of 07.00 to 19.00 Monday to Friday and any time on a Saturday or Sunday, or statutory or public holiday.
 - All PAs (including EPAs) undertaken during OOH will, by mutual agreement, either have a timetabled value of three hours; or
 - be paid at an enhanced rate of time and a third.
20. Where a PA falls only partly in the OOH period, the reduction in the timetabled value of the PA or enhancement to the rate payable will be on a pro rata basis.

On-Call Duties

21. Doctors who are required to be on an on-call rota will be paid an on-call availability supplement. This shall be calculated as a percentage of full-time Basic Salary (excluding any Extra Programmed Activities, and any other fees, allowances or supplements). The availability supplement does not alter the amount of basic salary for any other purpose or calculation. The supplement payable will depend on the level and frequency of the on-call duties, using the criteria set out in paragraphs 22 to 23 below.
22. The level of the doctor's on-call duties for these purposes will be agreed as part of job planning by making a prospective assessment of the typical nature of the response that the doctor is likely to have to undertake when called during an on-call period. This assessment will take into account the nature of the calls that the doctor typically receives whilst on-call. Payment will be made in accordance with Table 1 (below).

The two levels are:

- Level 1: this applies where the doctor is typically required to return immediately to site when called or has to undertake interventions with a similar level of complexity to those that would normally be carried out on site, such as telemedicine or complex telephone consultations;
 - Level 2: this applies where the doctor can typically respond by giving telephone advice and/or by returning to work later.
23. The frequency of availability and the associated banding supplement (see Table 1 below) will be agreed prospectively during the job planning process following assessment by aggregating the number of on-call duties over an agreed period.
 24. Where there is an anticipated change to the doctor's contribution to the rota or the level of the doctors on-call duties, the level of the availability supplement will be agreed and

amended on a prospective basis via an interim Job Plan review. Where this results in a reduction in the level of availability supplement, there will be no protection arrangements in relation to previous entitlements.

Table 1

On-Call availability supplement

Frequency	Value of availability supplement as a percentage of full-time basic salary	
	Level 1	Level 2
High Frequency: 1 in 1 to 1 in 4	8%	3%
Medium Frequency: 1 in 5 to 1 in 8	5%	2%
Low Frequency 1 in 9 or less frequent	3%	1%

25. Where as a direct result of published national or local waiting times targets, the employer requires increased ad hoc activity not previously identified within the Job Plan, and the Specialist has the skills and competence to do the ad hoc work, the employer and Specialist may agree a separate contract for this work. Such work will be voluntary. Such work will be paid at twice the hourly rate appropriate to top of the Specialist Doctor payscale set out in Appendix 4.
26. Where in order to provide short term cover for an absent colleague under the terms of Schedule 3, paragraph 4, a doctor agrees to undertake additional work beyond that set out in their agreed Job Plan, the remuneration arrangements set out below will apply:
 - for any additional clinic, shift etc., the doctor will receive remuneration at their applicable hourly rate, including the enhanced rate for any work undertaken out-of-hours, rounded up to the nearest half of a PA. Travel time will be included in the calculation of hours worked in accordance with the provisions of paragraphs 25 and 26 of Schedule 4;
 - for any additional on-call availability, the doctor will receive a fixed payment based on the average number of hours that they would expect to work when providing such cover, as established through job planning, irrespective of actual hours worked, subject to a minimum payment of half of a PA for a single weekday night on-call, one PA for any period of weekend on-call or three PAs for a full weekend on-call. This fixed payment is intended to cover both the on-call availability and any work undertaken as a result of being on-call. Additional on-call availability provided under the terms of this paragraph will not count towards the calculation of rota frequency for the purposes of calculating the availability supplement under the provisions of paragraphs 21 – 24 above;
 - where any of the above short term cover arrangements require a doctor to attend on-site in an emergency or, on a day where they are not normally required to attend, the doctor will be entitled to reimbursement of travel expenses in accordance with the provisions of Schedule 16.

Schedule 11

Pay progression

1. The grade is made up of three pay points. Doctors will normally be expected to spend three years on each pay point and evidence the criteria set out in paragraph 3 below before moving to the next pay point.
2. The principles for progression through the grade are that:
 - The process should be fair and clear, as straightforward as possible to implement and neither the process nor the gathering and demonstrating of evidence should be onerous;
 - The evidence required must be as objective as possible; and
 - Doctors should be given feedback on a continuing basis therefore there should be no unexpected discussions at any review.
3. Pay progression will require a doctor having:
 - participated satisfactorily in the job planning process on a yearly basis:
 - a) made every reasonable effort to meet the time and service commitments in their Job Plan and participated in the annual Job Plan review;
 - b) met the personal objectives in the Job Plan;
 - c) worked towards any changes identified in the last Job Plan review as being necessary to support achievement of joint objectives; and
 - participated satisfactorily in the medical appraisal process on a yearly basis in accordance with the GMC's requirements set out in 'Good Medical Practice' where the outcomes are in line with organisational standards and objectives;
 - demonstrated yearly completion of the employer's mandatory training.

Where any of the above criteria are not achieved for reasons beyond the doctor's control, but they have made every reasonable effort to do so, then pay progression will continue as normal.

Pay progression date

4. The pay progression date is the anniversary of the date the doctor first commenced employment in the Specialist grade, subject to the provisions of Schedule 10 for recognising previous relevant service.
5. When changing roles within the same grade, whether at the same or a different employer, the pay progression date remains unchanged providing there is no break in continuous service.

Process for pay progression

6. The medical director or designated deputy will have the overall responsibility for ensuring that processes are in place to support pay progression, through the annual job planning discussion.
7. It is expected that the doctor will achieve the required standards at the point of their pay progression date. Doctors should not be penalised if any element of the progression criteria has not been met for reasons beyond their control. Therefore, if the doctor has been prevented by any action or inaction on the part of the employer from satisfying any element of the progression criteria, they will not be prevented from moving to the next pay point.
8. Employers and doctors will be expected to identify any problems affecting the likelihood of meeting the pay progression criteria as they emerge, rather than wait until the Job Plan review, to allow time for possible solutions to be found.
9. Once the Job Plan review has been successfully completed it is the responsibility of the clinical manager to confirm movement to the next pay point.
10. Clinical managers must ensure that the pay progression submission process is completed in a timely fashion. If despite the best efforts on the part of both parties, a Job Plan review is not conducted prior to the pay progression date, pay progression will be automatically applied from the pay progression date.

Decisions to delay pay progression

11. A decision to delay pay progression in any year would only occur where the doctor has failed to meet the criteria in paragraph 3.
12. If the doctor has not met the pay progression criteria at the time of the Job Plan review, but remedial actions have been successfully completed by the time of the pay progression date, the doctor will be able to progress without delay.
13. Should the pay progression criteria not be met and there are no mitigating factors sufficient to justify this, the clinical manager undertaking the Job Plan review will inform the Medical Director or designated deputy. In such circumstances, it is expected that an individual's pay progression will be delayed for up to one year.
14. The clinical manager should discuss and seek to agree a plan with the doctor for any remedial action needed to ensure that the required criteria for pay progression are met for the following year, including a timescale, and how any training and support needs will be met. The doctor must take all necessary steps to meet the requirements and the clinical manager must provide the necessary support.
15. If the issues that led to the delay are resolved within the year, then pay progression will take place at the date of resolution. In such cases, the doctor's next pay progression date will remain unchanged.

Absence from work when pay progression is due

16. If a doctor is absent from work for reasons such as parental or sickness leave when pay progression is due, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result.
17. In the case of planned long-term paid absence such as maternity, adoption and shared parental leave the Job Plan review can be conducted early if this is reasonable and practical, allowing the pay progression to be applied on their pay progression date in their absence. If the review cannot be conducted prior to the pay progression date, pay progression should be automatically applied in the individual's absence from the pay progression date, subject to paragraph 13.

Moving to a new employer

18. If a doctor moves to a new employer shortly before pay progression is due, the new employer will be expected to carry out the review required, within three months of the date that the doctor begins work for the new employer ("the date of employment"). If progression is granted, pay shall be backdated to the pay progression date. If such a review is not undertaken by the new employer within 3 months following the date of employment the provisions of paragraph 10 shall apply.

Mediation and appeals

19. Where a doctor disputes a decision that they have not met the required criteria to progress to the next pay point, the mediation and appeals procedure should be followed (see Schedule 5).

Schedule 12

Pension arrangements

1. The doctor will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme (Scotland) Regulations 2015 (as amended).
2. The pay that will be pensionable ('pensionable pay') will be salary, wages, fees and other regular payments made to the doctor in respect of the doctor's employment but not including— a) bonuses; b) payments made to cover expenses c) payments for overtime and d) pay awards or increases which are expressed by the Scottish Ministers to be non-consolidated. For the avoidance of doubt:
 - 'overtime' will represent any payments in respect of Extra Programmed Activities, that is to say in respect of any Programmed Activities that exceed 10 Programmed Activities per week;
 - payments made to cover expenses will include payments for any subsistence or travelling expenses incurred by the doctor as a consequence of the doctor's work for the employing organisation or for the wider NHS;
 - 'pensionable pay' will include any on-call availability supplement and any fees for domiciliary visits not undertaken during Programmed Activities;
 - 'pensionable pay' will exclude any payments for work the doctor undertakes for Local Authorities, subject to local agreements to the contrary.

Info on Scottish Public Pensions Agency website: pensions.gov.scot/nhs/your-membership/your-contributions

Schedule 13

Arrangements for leave

A. Annual leave and public holidays

Annual leave

1. A doctor shall be entitled to annual leave at the rate of 6.6 weeks a year.
2. For the purposes of determining a doctor's annual leave entitlement in accordance with the provisions of paragraph 1 above, a week is defined as the total number of PAs in the doctor's Job Plan, including any EPAs.
3. The leave year runs from the anniversary date of the doctor's appointment, or may be adjusted to a common start date in force in that employment by local agreement between the employer and the Local Negotiating Committee (LNC). No detriment to the doctor will arise from any leave year adjustment.
4. Doctors shall normally provide a minimum of six weeks' notice of annual leave. Where local policies and procedures have been agreed with the LNC, and provided suitable arrangements having been made for cover or cancellation of scheduled commitments, doctors may take short periods of annual leave with less notice.

Carry-over of annual leave

5. Doctors should aim to plan their annual leave so that the full allocation of annual leave is taken before the end of their leave year. However, subject to the exigencies of the service, up to five days' annual leave may be carried forward on application and taken in the next leave year.
6. Where, exceptionally, the employer has been unable to accommodate a doctor's leave requests for the doctor's full allowance of annual leave before the end of the leave year, the outstanding leave shall be carried forward to the next leave year to be taken at a time agreed between the doctor and the employer.
7. The employer will not ordinarily make payment in lieu of any annual leave that remains untaken at the end of a doctor's leave year.

Staff leaving an NHS employer or leaving the service

8. Where a doctor leaves one NHS employer to take up a post with another NHS employer, their service shall be regarded as continuous for the purpose of calculating their entitlement to annual leave.
9. Employees leaving the service of an NHS employer who are not covered by the arrangements set out in paragraph 8 above shall be entitled in the leave year of cessation to annual leave proportionate to the number of completed months of service during that year.

Where total leave taken exceeds the earned total leave entitlement accrued at the time of termination of employment an appropriate deduction will be made from final monies due.

10. The period of employment of employees to whom paragraph 9 applies shall if necessary be extended so as to permit them to take any balance of leave to which they are entitled on the proportionate basis, always excepting cases where the employment is terminated on disciplinary grounds.
11. Employees to whom paragraph 9 applies shall, where they are unable because of sickness to take any balance of leave to which they are entitled on the proportionate basis, receive payment in lieu of untaken annual leave.
12. Where an employee dies in service an allowance equivalent to that part of the annual leave entitlement, calculated on the proportionate basis, not taken at the date of death shall be paid to the employee's personal representative. No deduction from the final salary payment should be made in respect of annual leave taken in excess of entitlement at the date of death.

Public holidays

13. Doctors are entitled to eight public holidays each year in addition to their annual leave entitlement.
14. There are four public holidays over the Christmas/New Year period (Christmas Day, Boxing Day (26 December), New Year's Day and 2nd January). Paragraph 16 below sets out the arrangements when any of the Christmas/New Year holidays falls on a Friday, Saturday or Sunday. The remaining four public holidays shall be agreed locally with the LNC.
15. A doctor who is required to be on duty on a public holiday shall be paid at the rate set out in Schedule 10 paragraphs 19 and 20 and should also receive a day off in lieu. This provision includes those doctors who in the course of their on-call commitments are required to work at any time on a public holiday.
16. Christmas and New Year holidays at weekends. There are three possible situations that shall be treated as follows:
 - (a) When 25 December and 1 January fall on a Friday.
In this case 25 December and 1 January will be paid public holidays as normal. 26 December and 2 January shall be treated as normal Saturdays, Sunday 27 December and Sunday 3 January will be treated as normal Sundays and Monday 28 December, and Monday 4 January shall be treated as paid public holidays in lieu of those dates.
 - (b) When 25 December and 1 January fall on a Saturday.
In this case 25 December and 1 January shall be treated as normal Saturdays and 26 December and 2 January as normal Sundays. Monday 27 December, Tuesday 28 December, Monday 3 January and Tuesday 4 January shall be treated as paid public holidays in lieu of those dates
 - (c) Where 25 December and 1 January fall on a Sunday.
In this case 25 December and 1 January shall be treated as normal Sundays, Monday 26 December and Monday 2 January will be paid public holidays as normal. Tuesday 27 December

and Tuesday 3 January shall be treated as paid public holiday instead of 25 December and 1 January.

17. Staffing arrangements for all public holidays should be related to the employer's assessment of the needs of the service, always accepting that doctors are not obliged to work on any designated public holiday unless as part of job planned emergency commitments.
18. Doctors who work less than full-time shall be entitled to a pro-rated number of public holidays.
19. Where the total number of designated public holidays falling on working days for a less than full-time member of staff is less than the pro-rated entitlement for that member of staff, the remaining balance of their entitlement will be added to their annual leave allocation for the relevant year.
20. Where the total number of designated public holidays falling on working days for a less than full-time member of staff exceeds the pro-rated entitlement for that member of staff, agreement should be reached on which holidays will be taken as holidays to use up their entitlement. For the remaining excess days, the doctor shall have the option, by agreement with their clinical line manager of:
 - a) Working as normal on the designated holiday, in which case their normal rates of pay shall apply; or
 - b) Taking the holiday as a day of annual leave; or
 - c) Taking the day as a day of unpaid leave.

Sickness during annual leave

21. If a doctor falls sick during annual leave and produces a statement to that effect, the doctor will be regarded as being on sick leave from the date of the statement. Further annual leave will be suspended from the date of the first statement. A self-certificate may cover days 1 to 7 of the period of sickness. The doctor must obtain a medical certificate for subsequent days.

B. Professional and Study Leave

Definition

22. Professional and study leave is intended to provide the time required in excess of any weekly SPA allocation for :
 - study, usually but not exclusively or necessarily on a course or programme (including both online or other remote methods of delivery)
 - research
 - teaching
 - examining or taking examinations
 - visiting clinics and attending professional conferences
 - training

Proposing Professional or Study Leave

23. Any grant of leave is subject to the need to maintain NHS services.
24. Where the time during which the proposed leave falls at a time when the doctor would not normally be working (examples may include but are not limited to courses or other training on non-working days for part-time staff or online study from home in evenings or at weekends) the time spent on the activity will be regarded as working time and agreement should be reached with the doctor for either:
 - a) payment at plain time rates for the duration of the period of professional or study leave; or
 - b) agreed time off from job planned DCC in lieu of the period of leave on a time-for-time basis. Such time off in lieu should normally be taken within one month of the periods of professional or study leave and where this is not possible, option a) above shall automatically apply.

Period of leave

25. Subject to the conditions set out in paragraph 28 below, Professional or Study Leave will normally be granted to the maximum extent consistent with maintaining essential services up to thirty days (including off-duty days falling within the period of leave) in any period of three years for leave within the United Kingdom (UK) or EEA (European Economic Area).
26. Any leave granted under the terms of paragraph 25 above will be granted with full pay. In circumstances where the leave is taken within the UK it will be granted with full reimbursement of associated expenses in line with local policies and Schedule 16. Where leave is taken elsewhere within the EEA, it will be granted with reimbursement of associated expenses at a level agreed between the doctor and their employer, which will normally be comparable with the level of expenses available for study leave within the UK.
27. Employers may at their discretion grant Professional or Study Leave in the United Kingdom or EEA in addition to the period set out in paragraph 25 (or for any period outwith the UK and EEA) with or without pay and with or without expenses or with some proportion thereof.

Conditions

28. The following conditions shall apply:
 - a) where a doctor is employed by more than one NHS organisation, the leave and the purpose for which it is required must be approved by all the organisations concerned;
 - b) where leave with pay is granted, the doctor must not undertake any remunerative work during the period of leave without the special permission of the leave-granting organisation;
 - c) where an application is made under paragraphs 25 and 26 for a period of leave with pay, and this exceeds three weeks, it shall be open to the leave granting organisation 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.

C. Sabbaticals

29. A doctor may apply for sabbatical leave or secondment in accordance with the employer's current arrangements. Any proposal for sabbatical leave should be considered in the annual Job Plan review.

D. Sick leave

30. A doctor absent from duty owing to illness (including injury or other disability) shall, subject to the provisions of paragraphs 33 to 46, be entitled to receive an allowance in accordance with the following table:

Table 1

Doctor sick leave entitlement

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.

31. The employer shall have discretion to extend a doctor's sick leave entitlement.
32. To enable rehabilitation, the employer has the discretion to allow a doctor to return to work on reduced hours or to be encouraged to work from home without loss of pay to aid rehabilitation. Any such arrangements need to be consistent with statutory sick pay rules.

Calculation of allowances

33. 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 Table 1) appropriate to the doctor's service, on the first day of absence the aggregate for the period of absence due to illness during the 12 months immediately preceding the first day of absence. In aggregating the periods of absence, no account shall be taken of:
- a) unpaid sick leave; or
 - b) injuries or diseases sustained to members of staff in the actual discharge of their duties through no fault of their own (see paragraph 41); or
 - c) injury resulting from a crime of violence not sustained on duty but connected with or arising from the doctor's employment or profession, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (CICA); or

- d) due to injury as at sub-paragraph (c) above which has not been the subject of payment by the CICA on the grounds that it has not given rise to more than three weeks loss of earnings, or was not one for which compensation above the minimum would arise.
34. The employer may at its discretion also take no account of the whole or any part of the period of absence due to injury (not on duty) resulting from a crime of violence not arising from or connected with the doctor's employment or profession.

Previous qualifying service

35. For the purposes of ascertaining the appropriate allowance of paid sick leave under paragraph 30, previous qualifying service shall be determined in accordance with the doctor's statutory rights and all periods of service, (without any break of 12 months or more, subject to paragraph 36 below), with a National Health Service employer shall be aggregated. Employing authorities may count towards entitlement to annual leave and sick pay any period of employment with other employers where this is judged to be relevant to the NHS employment.
36. Where a doctor has broken their regular service in order to go overseas in a rotational appointment forming part of a recognised training programme, or for any other 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 doctor's previous NHS or approved service, as set out in paragraph 35 above, shall be taken fully into account in assessing entitlement to sick leave allowance, provided that:
- a) the doctor 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
 - b) the employer considers that there has been no unreasonable delay between the training or voluntary service abroad ending and the commencement of the subsequent NHS post.

Limitation of allowance when insurance or other benefits are payable

37. The sick pay, paid to a doctor when added to any statutory sickness, injuries or compensation benefits, including any allowances for adult or child dependants, must not exceed full pay.

Submission of doctor's statements

38. A doctor who is incapable of doing their normal work because of illness shall immediately notify their employer in accordance with the employer's procedures.
39. Any absence of more than seven days shall be certified by a doctor (other than the sick doctor). Statements shall be submitted in accordance with the employer's procedures.

Accident due to sport or negligence

40. An allowance shall not normally 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 employer decides otherwise.

Injury allowance

41. A doctor who is on sickness absence due to a work related injury, disease or other health condition may also be entitled to payment of an injury allowance as defined in Schedule 19.

Recovering of damages from third party

42. A doctor who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employers may agree to advance to a doctor a loan, not exceeding the amount of sick pay under these provisions, providing the doctor repays to the employer when damages are received, the full amount or portion thereof corresponding to the amount in respect of loss of remuneration including the damages received. Once received, the absence shall not be taken into account for the purposes of the scale set out in Table 1 (above).

Medical examination

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

Termination of employment

44. After investigation, consultation and consideration of alternative posts, and where there is no reasonable prospect of the doctor returning to work, employers will have the option to terminate employment before the doctor has reached the end of their contractual period of sick leave, provided that the doctor will receive their entitlement in accordance with Table 1 (above) subject to locally agreed sickness absence policies and procedures and in accordance with extant Scottish Government circulars, guidance and directions.

Procedures and payments where injuries are connected with other insured employment

45. Notification procedures and payment of sick pay when injuries are connected with other insured employment, will be for local determination.

E. Special leave with or without pay

46. Special leave for any purpose may be granted (with or without pay) at the discretion of the employer. Where this grade of doctor is required to attend court as a witness, as a result of

the normal course of delivering their NHS duties, such attendance will be classified as Contractual and Consequential Services.

47. Where a doctor has received a jury summons the doctor shall as soon as is reasonably practicable notify their employer. If the doctor participates in jury service they will be able to apply for special leave with pay in accordance with their employer's local policy.
48. The provisions contained in the Supporting Work-Life Balance PIN policy also apply, which can be found at staffgovernance.scot.nhs.uk as well as the 'Once for Scotland' Workforce Policies at workforce.nhs.scot.

Schedule 14

Termination of employment

Termination of employment on disciplinary or capability grounds

1. Employers must have appropriate disciplinary and capability procedures including appeal arrangements in place to deal with instances of professional misconduct in line with NHS Circular 1990 (PCS) 8 as amended by 1990 (PCS)32, PCS (DD)1993/11, PCS (DD) 1999/7 and PCS (DD)2001/9. In cases which are classified as personal misconduct, the Once for Scotland Conduct policy should be applied.
2. In cases where employment is terminated, a doctor may be required to work their notice, or if the employer considers it more appropriate, the doctor may be paid in lieu of notice; or paid through the notice period but not be required to attend work. Pay will be made in accordance with latest tax and pensions legislation.
3. In cases of proven gross misconduct or gross negligence, employment will be terminated by summary dismissal without notice or notice pay.
4. Where a doctor's registration as a medical doctor (and/or their registration as a dentist) has lapsed through no fault of the doctor, consideration should be given to implementing an agreed period of paid suspension to allow the lapsed registration to be re-instated.
5. In cases of gross misconduct, gross negligence, where a doctor's registration has been removed or suspended by the regulator, employment may be terminated without notice.

Termination of employment following re-organisation

6. Where a re-organisation of local health services involves displacement of, or significant disturbance to, the services provided by a doctor, which are beyond that which is reasonable to agree as part of a Job Plan review, the employer will use all reasonable endeavours to render effective assistance to the doctor with a view to his or her obtaining suitable alternative employment in line with organisational change policies.
7. If, following service reorganisation or other changes, a doctor's employment is terminated because of redundancy (within the meaning of Section 139 of the Employment Rights Act 1996, or the circumstances described in Schedule 18 of these Terms and Conditions of Service) then provided that he or she has two years or more continuous service, entitlement to redundancy will be in accordance with PCS(DD)2013/3) and Schedule 18.

Schedule 15

Other terms and conditions of service

All of NHS Partnership Information Network (PIN)/Once for Scotland (OfS) Policies can be found [here](#)

- **General Equality and Diversity Statement**
This issue is also covered in Scotland by the Equality and Diversity and Human Rights PIN policy which can be found [here](#)
- **Dignity at Work**
This issue is covered in Scotland by NHS Scotland's Staff Governance Standard which can be found [here](#) and by the Dignity at Work Project Information which can be found [here](#)
- **Employment Break Scheme**
This issue is covered in Scotland by the Career Break provisions in NHS Scotland's Supporting the Work-Life Balance PIN Policy which can be found [here](#).
- **Balancing work and personal life**
This issue, including Flexible Working arrangements and Caring for Children and Adults, is covered in Scotland by the Supporting the Work-Life Balance PIN Policy which can be found [here](#). The Flexible Working provisions were recently amended by [DL\(2021\)29](#) – Right to Request Flexible Working.

Schedule 16

Expenses and Allowances

General

1. Travelling, subsistence, and other expenses arising as a result of official duties shall be reimbursed to meet costs at the rates set out in this schedule or up to the limits set and agreed locally. Expenses do not form part of a doctor's pay and are not pensionable.
2. In preparing claims, doctors shall clearly indicate the nature of the expenses involved and submit valid receipts. Claims shall normally be submitted as soon as practical after they are incurred and in any case not more than three months later.
3. In this Schedule "main base" shall be as defined in the doctor's Job Plan (see Schedule 4).

Travelling expenses

4. Reimbursement of travelling expenses on official journeys, other than journeys for which doctors use their private motor vehicles, shall be governed by the following rules:
 - a) Payment shall be made in respect of expenses necessarily incurred by a doctor travelling on business approved by the employer.
 - b) The sum paid shall not exceed the actual amount incurred by the doctor.
 - c) Expenses incurred in travelling from annual leave to duty, or vice versa, shall not be allowed unless the doctor was recalled by the employer.
 - d) All doctors shall take the fullest possible advantage of any available cheap fares.
 - e) The sum paid may include the amount of extra expenditure necessarily incurred on reservation of seats or sleeper berths, left luggage and similar necessary charges.
 - f) Taxi fares and any reasonable gratuity shall be payable only in cases of urgency or in other cases in which transport is reasonably required and an adequate public transport is not available. Where these conditions are not fulfilled doctors using a taxi shall be entitled to claim the sum they would have paid had they travelled by public transport.
 - g) Payment for travel by a hired motor vehicle other than a taxi shall not exceed the mileage which would have been payable had the vehicle belonged to the employee who hired it; provided that where the employer so approves, payment may be increased to an amount not exceeding the actual cost of the hiring.
 - h) Air fares shall not exceed the cost of travel by appropriate alternative means of transport together with an allowance equivalent to the amount of any saving in subsistence expenses; provided that where the employer decides that the saving in time is justifiable, there may be paid an amount not exceeding:
 - the economy, or any available cheap fare; or
 - where no such fare is available or in case of urgency, the fare actually paid by the doctor.

5. For journeys for which a doctor uses their private motor vehicle or lease cars see paragraphs 8 – 27.
6. Doctors who are required by their employer to carry out temporary duties at a place other than their main base, and as a result incur additional travel expenses (including mileage) will be reimbursed for the excess travelling expenses.
7. Doctors who are required to change their main base as a result of organisational change will be reimbursed the whole of their extra daily travelling expenses for a period of up to 4 years from the date of transfer to the new main base.

Mileage Allowances

8. Except where a doctor has been allocated a Lease Car (paragraphs 26 to 27 mileage shall be payable in accordance with the rates specified in paragraphs 9 – 18 Appendix 5, as appropriate, where doctors use their private vehicle for any official journey on behalf of their employer, including travel in connection with domiciliary consultations.
9. No allowance shall be payable for their normal daily journey between their home and their main base except as provided by in paragraphs 10 and 13 below.
10. Doctors called out in an emergency or working additional unplanned hours shall be entitled to mileage in respect of any journey they are required to undertake including the distance between their home and main base.

Official journeys beginning at home

11. a) Subject to sub-paragraph 11.b) where a doctor travels between their home and main base before and/or after an official journey, or journey direct from their home to the place visited and/or return direct to their home from the place visited, mileage shall be payable for the whole distance travelled, subject to a maximum based on the return journey from their main base to the place visited, plus twenty miles. Mileage shall be paid for the distance equal to the return journey between the main base and the place visited. The additional (maximum) twenty miles shall be paid for as follows:
 - i. If the doctor is the holder of a current season ticket for travelling between their home and their main base, mileage allowance in accordance with paragraphs 14 – 22.
 - ii. If the doctor is not a season ticket holder, mileage allowance less the public transport rate.
- b) No allowance shall be paid in respect of home to main base mileage to a doctor whose normal practice is to travel from their home to their main base by private car even when the car is required for the purpose of making an official journey.

Application of paragraph 11

12. Paragraph 11 shall be applied as follows:

- a) Doctors who travel by car only on the days when they require it to make an official journey which attracts mileage, other than at the public transport rate, shall be paid mileage calculated in accordance with sub-paragraph 11.a);
- b) except as provided in sub-paragraph 12.c), doctors whose normal practice is to travel to their main base by car shall, if they use it on any day to make an official journey, be paid mileage by reference to the excess, if any, of the total distance travelled over the normal return journey between their home and their main base;
- c) doctors whose normal practice is to use their car to travel to their main base, but who satisfy both the following requirements, may, if the employer by resolution so decide, be treated as in sub-paragraph 12.a), i.e. they may, in respect of the days on which they actually use the car to make an official journey which attracts mileage, other than at the public transport rate, be paid mileage in accordance with sub-paragraph 11.a). Doctors to whom this arrangement apply are those who have a claim to special consideration because:
 - i. they have a definite commitment to make an official journey every day for which the use of their car is justified, or, alternatively, their duties are such that they are liable to be called upon to make official journeys by car which cannot be arranged in advance, and that liability is so extensive and the journeys in practice so frequent as to make it desirable that their car should always be available at their main base; and
 - ii. they would not otherwise require to travel to their main base by car.

Locum Tenens

13. Where a locum doctor travels between their home (or temporary accommodation) and main base, expenses shall be payable in respect of any distance by which the journey exceeds 10 miles each way.

Rates of mileage - regular user allowances

14. Allowances at regular user rates shall be paid to doctors who:

- i. are classified by the employer as regular users and choose not, or are unable, to avail themselves of a Lease Car in accordance with local policies and procedures; and
- ii. are new appointees to whom the employer has deemed it uneconomic, or is unable to offer a Lease Car; and
- iii. are required by their employer to use their own car on NHS business and, in so doing, either:
 - a) travel an average of more than 3,500 miles a year; or
 - b) travel an average of at least 1,250 miles a year; and
 - c) necessarily use their car on an average of three days a week; or

- d) spend an average of at least 50 per cent of their time on such travel, including the duties performed during the visits.

Change in circumstances

- 15. If there is a change in a doctor'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 doctor 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

- 16. Where an employer does not consider that a doctor should be classified as a regular or essential user, and if this gives rise to any serious difficulty, the doctor shall have recourse to local grievance procedures.

Payment of lump sums

- 17. 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.
- 18. In the case of a doctor who takes up an appointment with an employer or leaves the employment of their employer after 1 April in any year, allowances shall be paid pro rata. The calculation of the mileage should thus be in accordance with the following procedure:
 - i. The mileage 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.
 - ii. When a doctor leaves the employment of an employer, a calculation shall be made in respect of their entitlement for the portion of the year served with the employer and any adjustments made thereafter.

Part months of service

- 19. Part months of service shall be regarded as complete months for the purposes of paragraph 17. However, a regular user who leaves the service of one employer and enters the employment of another during the same month shall receive only one lump sum instalment for that month, payable by the former employer.

Cars out of use

- 20. When a doctor entitled to the regular user allowance does not use their car as a result of a mechanical defect or absence through illness:

- i. 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 per cent of the lump sum payment. No further payments should be made if a car is out of use for six months or longer;
- ii. 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 employer, in accordance with the provisions of paragraph 4 in this schedule.

Standard mileage rates

21. Mileage at standard rates will be paid to doctors who use their own vehicles for official journeys, other than in the circumstances described in paragraphs 14 and 22 of these provisions, provided that a doctor may opt to be paid mileage at standard rates, notwithstanding their entitlement to payment at regular user rates.

Public transport mileage rate

22. The foregoing rates shall not apply if a doctor uses a private motor vehicle in circumstances where travel by a public service (e.g. rail, 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. Further guidance on the application of the public transport mileage rate is below:

- a) Employers should use the following criteria in deciding whether the public transport rate should apply:
 - the nature of the doctor’s duties
 - the length and complexity of journeys (including the number of changes and likely waiting times)
 - the availability of public transport
 - personal safety
 - the time of day
 - relative journey times (public transport compared with private vehicle)
 - any other relevant factors, for example, equipment or luggage to be carried.
- b) In particular, employers should take into account the variable times at which doctors start and finish work when public transport may not be a viable way of travelling.

Passenger allowances

23. Where other employees or NHS board members are conveyed in the same vehicle, other than a Lease Car, on NHS business and their fares by a public service would otherwise be payable by the employer, passenger mileage shall be paid.

Garage expenses, tolls and ferries

24. Subject to the production of vouchers wherever possible, doctors using their private motor vehicles on an official journey at the standard, regular user or special rate of mileage 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 doctor is entitled to night subsistence allowance for overnight absence. Similar expenses may also be refunded to doctors only entitled to the public transport rate of mileage, 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.

Pedal cycles

25. Doctors using pedal cycles for official journeys may be reimbursed at the rate set out in Appendix 5, Table 1.

Lease cars

Allocation

26. For the purposes of paragraphs 26 and 27, a “Lease Car” is any vehicle owned or contract-hired by an employer.
27. Employers may offer Lease Cars for individual use on official business where they deem it economic or otherwise in the interest of the service to do so in line with agreed local policies and procedures.

Other expenses

Subsistence allowances

28. The purpose of travel and subsistence allowances is to reimburse the necessary extra costs of meals, accommodation and travel and any other business expenses that arise as a result of official duties. Business expenses which may arise, such as the cost of postage, a fax or official telephone calls, shall be reimbursed subject to evidence of expenditure.
29. Where, locally, staff and employer representatives agree arrangements that are more appropriate to local operational circumstances which provide benefits to staff beyond those provided by these provisions, and are agreed as operationally preferable, those local arrangements will apply.

Day subsistence

30. A day allowance in respect of duties not involving a night's absence shall be payable at the rates set out in paragraph 5 of Appendix 6 when employees are necessarily absent from their home and headquarters.

31. A meal allowance is payable when a doctor is necessarily absent from home on official business and more than five miles from their base, by the shortest practicable route. Day meals allowance rates are set out in paragraph 5 of Appendix 6. These allowances are not paid where meals are provided free at the temporary place of work.
32. A day meals allowance is payable only when a doctor necessarily spends more on a meal/meals than would have been spent at their place of work. A doctor shall certify accordingly, on each occasion for which day meals allowance is claimed but a receipt is not required.
33. Normally, a doctor claiming a lunch meal allowance would be expected to be away from their main base for a period of more than five hours and covering the normal lunch time period of 12.00 to 14.00. To claim an evening meal allowance a doctor would normally be expected to be away from base for more than ten hours and unable to return to main base or home before 19.00 and as a result of the late return is required to have an evening meal. Doctors may qualify for both lunch and evening meal allowance in some circumstances. There will be occasions where, due to the time of departure, there will be the necessity to take a meal but the conditions relating to the time absent from the base are not met. This, and any other exceptions to the rules, may be allowed at the discretion of the employer.
34. The following arrangements shall apply when a doctor has a main meal on a train or boat during a period for which there is an entitlement to day subsistence:
 - a) The cost of the meal (including VAT) will be reimbursed in full subject to the production of receipts. In addition gratuities of up to 10% of the actual cost of the bill (not 10% of the total including VAT), or a service charge included in the bill, may be reimbursed.
 - b) The number of main meals in respect of which the cost may be reimbursed in full during any period of day absence, and the day subsistence allowances payable, if any, are:
 - i. For an absence of more than 5 hours but not more than 8 hours: 1 main meal on train or boat;
 - ii. for an absence of over 8 hours: 1 main meal on train or boat plus the normal 5-8 hour rate of day subsistence, or 2 main meals on train or boat.
 - iii. For the purpose of this paragraph a "main meal" is defined as a full breakfast, lunch, high tea or dinner, but excludes alcoholic beverages.
35. The scope and level of any other payments will be determined by the employer, according to local needs, on a vouched basis.

Night subsistence

36. Subject to the conditions in paragraph 37 below, subsistence allowances should be payable as follows:
 - a) A night subsistence allowance shall be payable in respect of each night when employees are necessarily absent from their home and headquarters on the business of the employing authority.
 - b) For the first 30 nights' stay in the same place the maximum allowances payable shall be as set out in paragraph 1 of Appendix 6.

- c) After the first 30 nights' stay the allowances shall be reduced to those set out in paragraph 4 of Appendix 6.
 - d) A night allowance shall be deemed to cover a single period of absence of 24 hours.
37. Subsistence allowances shall be subject to the following conditions:
- a) No allowances shall be payable in respect of any period during which accommodation and subsistence are provided without charge at a hospital which is being visited.
 - b) Where free accommodation is provided at a hospital visited but meals are charged for (or vice versa) a suitably adjusted allowance shall be payable.
 - c) Where accommodation and subsistence are provided without charge to doctors on a residential training course, an incidental expenses allowance as set out in paragraph 6 of Appendix 6 will be payable.
 - d) Reduction in allowance by one half where sleeping-car accommodation is engaged.
38. Regardless of accommodation type, doctors staying overnight with the agreement of their employer shall be reimbursed for the cost of meals, excluding alcoholic drinks, up to the level set out in Appendix 6, subject to the production of receipts. If meals are provided free of charge, the cost of meals cannot be reimbursed. Additional assistance may be granted at the discretion of the employer.

Short Overnight Stays in Hotels, Guest Houses and Commercial Accommodation

39. When a doctor stays overnight in a hotel, guest house or other commercial accommodation with the agreement of the employer, the overnight costs will be reimbursed as follows:
- a) the actual, receipted cost of bed and breakfast up to a normal maximum limit set out in Appendix 6; plus
 - b) a meals allowance to cover the cost of a main evening meal and one other day time meal at the rate set out in Appendix 6.
40. Where the maximum limit is exceeded for genuine business reasons (for example, the choice of hotel was not within the doctor's control or cheaper hotels were fully booked), additional assistance will normally be granted at the discretion of the employer.

Short overnight stays in non-commercial accommodation

41. Where doctors stay for short overnight periods with friends or relatives or in other non-commercial accommodation a flat rate at the level set out in paragraph 3 of Appendix 6 is payable. This includes an allowance for meals. No receipts are required.

Travelling overnight in a sleeping berth (rail or boat)

42. The cost of a sleeping berth (rail or boat) and meals, excluding alcoholic drinks, shall be reimbursed subject to the production of receipts.

Long Term Overnight Stays

43. After the first 30 nights' stay in the same location, the entitlement to night subsistence shall be reduced to the maximum rates set out in Appendix 6. Meals allowances are not payable to these doctors. Those who continue to stay in non-commercial accommodation will continue to be entitled to the rates set out in paragraph 3 of Appendix 6.

Late Night Duties Allowance

44. A doctor who is required to work late at night in addition to a day duty may be paid an evening meal allowance at the rate set out in paragraph 7 of Appendix 6. It will be for the employer to determine who will be entitled and in what circumstances.
45. Late Night Duties Allowance will be subject to deduction of appropriate tax and national insurance contributions via the payroll system.

Very Long Day Absences

46. Where doctors are absent for more than 12 hours and it is not reasonable for them to have breakfast at home before travelling a special supplement of the amount of the appropriate 5-8 hour allowance may be paid in addition to the over 8 hour allowance. If the breakfast is taken on a train or boat it may be counted as a main meal for the purposes of paragraph 34 above. In this case the total of the allowance for the day shall be subject to the limit of the receipted actual cost of two train meals plus the normal day subsistence allowance for an absence of more than 5 but not more than 8 hours.

Abnormally High Expenses

47. Exceptionally, a doctor may necessarily incur abnormally high expenses which are not covered by the standard night allowance. In such cases, the employer shall pay the total amount of the expenditure provided that the doctor produces satisfactory evidence of receipts for the amount necessarily and reasonably spent on accommodation and main meals during the period for which night subsistence is payable. Service charges and VAT which are included in bills may be admitted.

Removal expenses

48. A local policy for removal expenses should be in place and determined locally following consultation with staff representatives.

Schedule 17

Acting-up

An acting-up payment shall be payable to a doctor who, with the approval of their employer, takes over appropriate duties and responsibilities of a Specialist or consultant as detailed in a mutually agreed temporary Job Plan, subject to the following provisions:

- a) a Specialist or consultant is expected to be absent for three weeks or more other than on annual or professional leave, and arrangements cannot be made for cover by their colleagues on the same grade;
- b) the rate of payment shall be at the point on the relevant higher grade payscale next above the doctor's full-time equivalent salary in their substantive post;
- c) the payment shall have effect from the first day of acting-up;
- d) continuity of a period of acting-up will not be broken by days on which the doctor is not required to be on duty; continuity will normally be broken by absence on leave of any kind of more than three weeks and a further qualifying period of three weeks will be required after such absence;
- e) a doctor shall not normally act-up under the arrangements set out in this schedule for a continuous period shorter than three weeks or longer than six months (unless mutually agreed);
- f) the doctor shall retain their substantive contract for the agreed period of acting-up and shall return to their substantive Job Plan on conclusion of the acting up period.

Schedule 18

Redundancy Pay

1. This schedule 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. 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.

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 (see Definitions). 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 Month's Pay

7. "Month's 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;

11. Pension benefits for members who have transitioned from the 1995 Section to the 2015 Scheme and claim their benefits due to redundancy before age 55 can be paid from 1995 Section only, provided a member has a minimum pension age of 50 in the 1995 Section³. However, members will not be able to build up any further pension benefits in the 2015 scheme. Members who have transitioned from the 2008 Section to the 2015 Scheme may claim their pension early due to redundancy from both the 2015 Scheme and those from earlier membership. They must have however reached minimum pension age.⁴

Definition of Qualifying Membership

12. '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

13. 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.⁵
14. 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.

³ For members who are in the 1995 Section, minimum pension age will be 50, provided the member was in the scheme and had the right to take benefits before age 55 on 5 April 2006 and they retire after 6 April 2010 taking all their benefits payable under scheme rules

⁴ For those who are in the 2008 pension arrangements (with a normal pension age of 65), minimum pension age will be 55 from 1 April 2008 (when the scheme was set up). For members of the 2015 scheme, the minimum pension age will be 55, provided the member was in the scheme and had the right to take benefits at age 55 on 11 February 2021, otherwise the minimum pension age for the scheme will increase to age 57 on 6 April 2028.

⁵ It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age retirement.

Treatment of Concurrent Pensionable Employment

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 normal retirement age.
16. Where there is concurrent pensionable employment, members may choose between:
 - Receiving redundancy benefits only for the post they are being made redundant from and continuing Scheme membership in the others or to receive compensation benefits for all NHS employments. Where the member is claiming pension from the 1995 Section of the NHS Pension Scheme, they will not be able to rejoin the Scheme in any NHS employment, even though they have transitioned to the 2015 Scheme.
 - Where the member is taking early retirement from the 1995 Section only, they may take early retirement from one employment and continue in another concurrent employment if that employment is not for more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme.
17. The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

Exclusion from Eligibility

18. 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 22 to 23 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

19. 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.

20. 'Suitable alternative employment', for the purposes of paragraph 18, 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.
21. 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

22. 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.
23. 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

24. 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

25. 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

26. 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 24 about making a claim for a redundancy payment.

Early Retirement in the Interests of the Efficiency of the Service

27. Members of the NHS Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.
28. 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.
29. 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

30. 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.

Schedule 19

Injury Allowance

1. This section contains provision for an injury allowance to be paid to eligible employees who, due to work related injury, illness or other health conditions are on authorised sickness absence or phased return to work with reduced pay or no pay. It also makes provision for the protection of pay in certain circumstances.
2. This section should be read in conjunction with Schedule 13, section D (sickness absence paragraphs 30 to 45) the [Managing Health at Work Partnership Information Network \(PIN\) Guideline](#) and [NHS Scotland Workforce Attendance Policy](#). It does not confer an additional period of sickness absence entitlement to eligible employees.

Eligibility

3. Eligible employees who have injuries, diseases or other health conditions that are wholly or mainly attributable to their NHS employment, will be entitled to an injury allowance, subject to the conditions set out in this Section. The injury, disease, or other health condition must have been sustained or contracted in the discharge of the employee's duties of employment or an injury that is not sustained on duty but is connected with or arising from the employee's employment.
4. The attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice. In all cases the employer should use the civil burden of proof – "on the balance of probability" (more likely than not) – to determine the outcome. Where the employee disagrees with the employer's decision then they are entitled to appeal the decision through local grievance procedures (see paragraph 16).
5. Employees claiming injury allowance are required to provide all relevant information, including medical evidence, that is in their possession or that can reasonably be obtained, to enable the employer to determine the claim.
6. Payment of injury allowance is not dependent on length of service.
7. The following circumstances will not qualify for consideration of injury allowance:
 - injury whilst on a normal journey travelling to and from work, except where the journey is part of their contractual NHS duties;
 - sickness absence as a result of disputes relating to employment matters, conduct or job applications;
 - injury, disease or other health condition due to or seriously aggravated by the employee's own negligence or misconduct.

Scale of Injury Allowance

8. Injury allowance will be paid to eligible employees as a top up to their sick pay or earnings when on phased return on reduced pay. This calculation will include any contributory state benefits received by the employee to 85% of full pay (see Definitions).
9. The injury allowance payment is subject to National Insurance Contributions and income tax but is not subject to pensions contribution deductions.
10. Contributory state benefits received for loss of earnings will be offset at the rate at which they are actually received by the employee. All other benefits or payments received should be ignored.
11. Eligible employees are required to claim any contributory state benefits they may be entitled to and to declare receipt of such benefit(s) to their employer. Timely notification will ensure that overpayments of injury allowance are not made. Employers will require repayment when an overpayment is made.

Payment Period

12. The allowance will be restricted to a period of up to 12 months per episode, subject to local absence management, return to work and rehabilitation policies.

Using Injury Allowance to Support Return to Work

13. Eligible employees who make a phased return to work can receive the injury allowance as a pay top up to 85% of full pay, if their pay is reduced during an employer approved period of rehabilitation, subject to the timescales set out in paragraph 12 (See also [Managing Health at Work Partnership Information Network \(PIN\) Guideline](#), Section 2 Promoting Attendance – phased return to work and adjustments).

Pay Protection

14. Eligible employees who have to change jobs permanently to a position on lower pay due to a work related injury, illness and/or other health condition, will receive a period of protected pay that is the same as local provision for pay protection during organisational change.

Recovery of Overpayment of Injury Allowance

15. An employer can seek to recover any overpayments made to an employee. Where recovery is necessary, employers should take into account the period of time the overpayment was in place when agreeing the programme of repayments.

Dispute Resolution

16. Any disputes that arise due to the local application of injury allowance provisions should be handled via local grievance procedures.

Schedule 20

Leave and Pay for New Parents

General

1. All employees will have the right to take 52 weeks of maternity and / or adoption leave, or up to 52 weeks of shared parental leave (minus any maternity or adoption leave taken).
2. Employees can choose to end their maternity or adoption leave to access shared parental leave.
3. Paragraphs 14 to 17 of this section set out the eligibility requirements for maternity, adoption, and shared parental leave and pay for NHS employees under the NHS occupational scheme.
4. Paragraphs 18 to 43 of this section set out the maternity and adoption leave and pay entitlements of NHS employees under the NHS occupational scheme.
5. Paragraphs 44 to 64 of this section set out the shared parental leave and pay entitlements of NHS employees under the NHS occupational scheme.
6. Paragraphs 65 to 82 set out arrangements for Keeping in Touch days and shared parental leave in touch days, and arrangements for returning to work.
7. Paragraphs 83 to 98 detail miscellaneous provisions for maternity, adoption and shared parental leave situations.
8. Paragraphs 99 to 105 give information about the position of staff who are not covered by these schemes because they do not have the necessary service or do not intend to return to NHS employment.
9. Paragraphs 106 to 109 define the service that can be counted towards the 12 month continuous service qualification required for maternity, adoption and shared parental leave and pay and which breaks in service may be disregarded for this purpose.
10. Paragraphs 110 to 116 outline the leave and pay available for partners of new parents (paternity leave).
11. Paragraph 117 explains how to get further information about employees' statutory entitlements.
12. Where, locally, staff and employer representatives agree arrangements which provide benefits to staff beyond those provided by this section, those local arrangements will apply.
13. Employers should have due regard to the need to eliminate discrimination and advance equality of opportunity under their public sector equality duty.

Eligibility for occupational maternity, adoption, and shared parental leave and pay

Maternity leave and pay:

14. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS occupational maternity pay scheme if:
- i. they have 12 months' continuous service (see paragraphs 106 to 109) with one or more NHS employers at the beginning of the 11th week before the expected week of childbirth;
 - ii. they notify their 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 their intention to take maternity leave;
 - b) of the date they wish to start their maternity leave – they can choose when to start their maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 24);
 - c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their maternity leave has ended;
 - d) and provide a MATB1 form from their midwife or GP giving the expected date of childbirth.

Adoption leave and pay:

15. An employee working full-time or part-time will be entitled to paid and unpaid adoption leave under the NHS occupational adoption pay scheme if:
- i. they are the primary carer in the adoption arrangement made by an official adoption agency, or they are the intended parent through a surrogacy arrangement and commit to applying for a parental or adoption order ([gov.uk/legal-rights-when-using-surrogates-and-donors](https://www.gov.uk/legal-rights-when-using-surrogates-and-donors)); and
 - ii. they have 12 months' continuous service (see paragraphs 106 to 109) with one or more NHS employers by either:
 - a) the beginning of the week in which they are notified of being matched with a child for adoption; or
 - b) the 15th week before the baby's due date if applying via a surrogacy arrangement and where the employee is eligible and intends to apply for a parental order;
 - iii. they notify their employer in writing before the end of the week in which they are notified of being matched with a child for adoption, or by the 15th week before the baby's due date if applying via a surrogacy arrangement:
 - a) of their intention to take adoption leave;

- b) of the date they wish to start their adoption leave;
- c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their adoption leave has ended;
- d) and provide written confirmation from their placing authority of the matching decision or a parental statutory declaration that they intend to apply for a parental order in the case of a surrogacy arrangement.

Shared parental leave and pay:

16. Shared parental leave and pay can be taken at any time within one year from the birth or placement for adoption, providing two weeks' compulsory maternity or adoption leave has been taken first.
17. An employee working full-time or part-time will be entitled to paid and unpaid shared parental leave under the NHS occupational shared parental leave and pay scheme if:
 - i. they have 12 months' continuous service (see paragraphs 106 to 109) with one or more NHS employers at the beginning of the 11th week before the expected week of childbirth, or at the beginning of the week in which they are notified of being matched with a child for adoption, or by the 15th week before the baby's due date if applying via a surrogacy arrangement;
 - ii. they notify their employer of their wish to take shared parental leave and provide a minimum of eight weeks' notice, through the submission of a booking notification form or other local process, which will confirm:
 - a) their intention to take shared parental leave;
 - b) the date(s) they wish to access shared parental leave (noting that two weeks compulsory maternity or adoption leave must be taken by the mother or primary adopter before they can access shared parental leave);
 - c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their shared parental leave has ended;
 - d) that the mother or primary adopter has returned to work following maternity or adoption leave, or has provided the binding notice confirming that they intend to bring their maternity or adoption leave and pay entitlements to an early end;
 - iii. they confirm that the other parent meets the statutory "employment and earnings test" by being an employed or self-employed earner in the UK for a total of 26 weeks (not necessarily continuously) in the 66 weeks preceding the week the child is due to be born or matched for adoption. The individual must have earned at least an average of £30 (gross) a week in 13 of those 26 weeks (not necessarily continuously). This amount can be amended from time to time by the Secretary of State.

Maternity leave

Changing the maternity leave start date

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

Confirming maternity leave and pay

19. 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, their expected return date, based on their 52 weeks paid and unpaid leave entitlement under this agreement;
 - 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 93 and 94);
 - iv. the need for the employee to give at least 28 days of notice if they wish to return to work before the expected return date.

Paid maternity leave: amount of pay

20. Where an employee intends to return to work the amount of occupational 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;
 - iv. for the final 13 weeks, the employee will receive no pay.
21. 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. Where occupational maternity pay has been paid in a different way, and the employee subsequently chooses to access shared parental leave

and pay, the employer may need to recalculate payments to ensure that there has not been any over or underpayment of entitlements.

Calculation of maternity pay

22. 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 move to a higher pay point being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or new pay point had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be recalculated on the same basis;
 - ii. in the event of a pay award or move to a higher pay point being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or new pay point 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 as set out in the provisions at Schedule 13 (Section D – sick leave).

Unpaid occupational leave

23. 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 maternity leave

24. An employee may begin their maternity leave at any time between 11 weeks before the expected week of childbirth and the expected week of childbirth, provided they give the required notice.

Sickness prior to childbirth

25. 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 4th 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 sickness absence in accordance with normal leave provisions.

26. 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

27. 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 their baby was born at full term.
28. Where an employee's baby is born before the 11th 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.
29. Where an employee's baby is born before the 11th 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.
30. Where an employee's baby is born before the 11th week before the expected week of childbirth and the baby is in hospital, the employee may split their maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of their leave following their baby's discharge from hospital.

Still birth

31. In the event where an employee's baby is stillborn after the end of the 24th week of pregnancy, the employee will be entitled to the same amount of maternity leave and pay as if their baby was born alive.

Miscarriage

32. In the event where an employee has a miscarriage before the start of the 25th week of pregnancy, normal sickness absence provisions will apply as necessary.

Health and safety of employees pre and post birth

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

Changing the adoption leave start date

35. If the employee subsequently needs to change the date from which they wish their leave to start, they should notify their employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming adoption leave and pay

36. 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, their expected return date, based on their 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 adoption leave period (see paragraphs 93 and 94);
 - iv. the need for the employee to give at least 28 days of notice if they wish to return to work before the expected return date.

Paid adoption leave: amount of pay

37. Where an employee intends to return to work, the amount of occupational adoption pay receivable is as follows:
- i. for the first eight weeks of absence the employee will receive full pay, less any Statutory Adoption Pay receivable;
 - ii. for the next 18 weeks the employee will receive half of full pay, plus any Statutory Adoption Pay receivable, providing the total receivable does not exceed full pay;
 - iii. for the next 13 weeks, the employee will receive any Statutory Adoption Pay that they are entitled to under the statutory scheme;
 - iv. for the final 13 weeks, the employee will receive no pay.
38. By prior agreement with the employer, occupational adoption 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 adoption leave period. Where occupational adoption pay has been paid in a different way, and the employee subsequently chooses to access shared parental leave and pay, the employer may need to recalculate payments to ensure that there has not been any over or underpayment of entitlements.

Calculation of adoption pay

39. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Adoption Pay entitlements, subject to the following qualifications:
- i. in the event of a pay award or move to a higher pay point being implemented before the paid adoption leave period begins, the adoption pay should be calculated as though the pay award or new pay point had effect throughout the entire Statutory Adoption Pay calculation period. If such a pay award was agreed retrospectively, the adoption pay should be recalculated on the same basis;
 - ii. in the event of a pay award or move to a higher pay point being implemented during the paid adoption leave period, the adoption pay due from the date of the pay award or new pay point should be increased accordingly. If such a pay award was agreed retrospectively the adoption 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 Adoption Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay as set out in the provisions at Schedule 13, section D (sick leave).

Unpaid occupational leave

40. 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.

Fostering for adoption

41. Prospective adopters who have been approved by their adoption agency under a “concurrent” or “fostering for adoption” arrangement may choose to start their adoption leave when a fostering placement is made or when the child is matched with them for adoption. Only one set of adoption leave is payable per placement. Receipt of fostering allowances and payments during the fostering phase of placement will not affect any adoption pay payable under this agreement.
42. Should the adoption break down (“be disrupted”) the employee will be entitled to continue their adoption leave and receive the appropriate payment for that time.

Overseas adoption

43. For an employee to qualify for adoption leave and or pay resulting from an overseas adoption, they must:

- i. tell their employer the date of the official notification (permission from a GB authority for an adoption abroad) and the estimated date that the child will arrive in GB. This must be done within 28 days of receipt of the official notification;
- ii. tell their employer the actual date the child arrives in GB within 28 days of this date;
- iii. provide their employer with a minimum of 28 days' notice of when they wish to commence their adoption leave and pay (noting that adoption leave can only commence after the child has entered GB and must start no later than 28 days after the child has entered GB);
- iv. provide appropriate documentation and proof of the adoption to the employer including but not limited to the official notification and evidence that the child has entered GB.

Shared parental leave

- 44. In order to access enhanced shared parental leave, employees will be required to complete the appropriate forms produced by ACAS and available on the UK Government website (gov.uk/shared-parental-leave-and-pay/applying-for-leave-and-pay). As stated on the statutory forms, some employers may provide their own standard forms for employees to use. Employing organisations will need to be able to satisfy themselves that they have all the information necessary to offer this enhanced benefit.
- 45. Employing organisations may at their discretion require the individual to provide additional information on their circumstances where this is reasonable and necessary to determine entitlements.
- 46. It is the responsibility of the employee to ensure that all information provided is accurate. Where inaccurate information is provided that leads to overpayment of statutory or occupational entitlements, the employing organisation will have a right to reclaim any overpayment. Providing deliberately inaccurate information may also lead to the employing organisation taking disciplinary or other action against the employee.
- 47. It is recommended that organisations develop their own local shared parental leave policy and processes in partnership with local staff sides to ensure application processes are consistent and to enable local audit procedures to be carried out where necessary, ensuring equality duties are met.

Booking and varying shared parental leave

- 48. Shared parental leave and pay must be taken within one year of the birth of the child, or the date the child was placed with the family in cases of adoption.
- 49. Following notification of their intention to take shared parental leave, an employee should provide notice to book a period of leave. The minimum period of notice to book or amend a period of leave shall be eight weeks.

50. An employee can provide up to three notices to book leave. This includes notices to vary a previously agreed pattern of leave.
51. Each of the three notices to book leave may include a single, continuous or discontinuous block of leave.
52. Requests for single blocks of leave cannot be refused.
53. Confirmed leave arrangements can be amended by the submission of a notice to vary the agreed period of leave. An employee can submit a notice to extend a period of leave, end it sooner than previously agreed or consolidate a number of discontinuous weeks in to a single block of leave using a variation notice. Eight weeks' notice must be given but flexibility should be provided in the event of early and late births.
54. In instances where discontinuous periods of leave are requested, employers are not bound to agree the requested pattern. A two-week discussion period between the employee and employer will commence on the date the employee submits the booking notice. The review will look at the requested pattern of leave and discuss possible alternatives. In the limited circumstances where the employer refuses the requested pattern, they will explain the reason for the refusal. The employee cannot be prevented from taking the amount of leave they have requested within that notice, but the employer has authority over how and when it is taken.
55. In instances where a discontinuous period of leave has been refused and an alternative period has not been agreed during the discussion period, the total combined weeks' leave requested on that notice may be taken as a single continuous block. This should commence on a date specified by the employee but be no less than eight weeks from the date the original notice was provided to the employer. The employee has five days from the end of the two-week discussion period in which to confirm the date their leave will commence. In instances where the employee specifies no date, leave will commence on the start date of the first period of discontinuous leave that was originally applied for.
56. An employee is not entitled to withdraw a notice for a single continuous block of leave but may do so with the employer's express permission.
57. An employee may withdraw their notice to book discontinuous blocks of leave within 15 days of submitting their notice providing an agreement has not been reached with their employer about when they will be absent from work. Once the 15th day has passed any changes to a period of leave must be made by using a variation notice and a minimum of eight weeks' notice must be provided.
58. If a notice is withdrawn it will not count towards the three booking notifications cap.

Confirming shared parental leave and pay

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

- i. the employee's paid and unpaid shared parental leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under the agreement);
- ii. the confirmed leave pattern, including start and end dates, for each block of shared parental leave the employee and employer have agreed will be taken;
- iii. confirmation of the notification process and the required notice periods for instances where agreed blocks of leave need to be amended; and
- iv. the length of any period of accrued annual leave which it has been agreed may be taken following the end of shared parental leave (see paragraphs 93 and 94).

Paid shared parental leave: amount of pay

60. Eligible employees will be entitled to claim up to 37 weeks of statutory Shared Parental leave Pay (ShPP), less any weeks of statutory maternity pay, maternity allowance or statutory adoption pay that has already been claimed by either partner. ShPP can be claimed following the birth or placement of the child, but not at the same time as the compulsory two weeks of leave following the birth or placement of the child. ShPP is paid at a rate set by the government each year.
61. Where an employee intends to return to work after a period of shared parental leave, the maximum joint entitlement of an eligible couple to occupational shared parental pay will be as set out below. The maximum entitlement will only apply where either parent has not already received statutory or occupational maternity pay or statutory or occupational adoption pay in respect of the child. Where such pay (excluding pay during the compulsory two-week maternity/adoption leave period) has been received by either parent, the maximum joint entitlement set out below will reduce proportionate to the amount of maternity or adoption pay which has either been taken and paid to either parent, or notified as intending to be taken by either parent.
 - i. for the first six weeks of absence the employee will receive full pay. Full pay is inclusive of any ShPP. The total receivable cannot exceed full pay;
 - ii. for the next 18 weeks of absence the employee will receive half of full pay plus any ShPP. The total receivable cannot exceed full pay;
 - iii. for the next 13 weeks, the employee will receive any ShPP that they are entitled to under the statutory scheme;
 - iv. for the final 13 weeks, the employee will receive no pay.
62. An NHS employer will not pay more than 26 weeks, 8 weeks' full pay (including the two weeks' compulsory leave) and 18 weeks' half pay, to employees accessing occupational maternity or adoption or shared parental pay in aggregate to an eligible couple. This is irrespective of whether one or both parents are NHS employees as shared parental leave and pay is a joint entitlement.

Calculation of shared parental leave pay

63. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Shared Parental Pay entitlements, subject to the following qualifications:
- i. in the event of a pay award or move to a higher pay point being implemented before the paid shared parental leave period begins, the shared parental pay should be calculated as though the pay award or new pay point had effect throughout the entire Statutory Shared Parental Pay calculation period. If such a pay award was agreed retrospectively, the shared parental pay should be recalculated on the same basis;
 - ii. in the event of a pay award or move to a higher pay point being implemented during the paid shared parental leave period, the shared parental pay due from the date of the pay award or new pay point should be increased accordingly. If such a pay award was agreed retrospectively the shared parental pay should be recalculated 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 Shared Parental Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid occupational leave

64. Employees are also entitled to take a further 13 weeks as unpaid leave to bring the total for shared parental leave to 50 weeks. However, this may be extended by local agreement in exceptional circumstances.

Keeping in touch during the maternity, adoption, or shared parental leave period

65. 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, adoption, or shared parental leave, including:
- i. any voluntary arrangements that may help them keep in touch with developments at work and, nearer the time of their return, to help facilitate their return to work;
 - ii. keeping the employer in touch with any developments that may affect their intended date of return.
66. To facilitate the process of keeping in touch, it is important that the employer and employee have early discussions to plan and make arrangements for "keeping in touch days" (KIT days), or "shared parental leave in touch" (SPLIT) days, before the employee's maternity leave, adoption leave, or shared parental leave takes place.

67. To enable employees to take up the opportunity to work KIT and SPLiT days, employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.
68. KIT / SPLiT days are intended to facilitate a smooth return to work for employees returning from maternity, adoption, or shared parental leave.
69. An employee may work for up to a maximum of ten KIT days without bringing their maternity or adoption leave to an end. Any days of work will not extend the maternity/adoption leave period.
70. An employee may work up to a maximum of twenty SPLiT days without bringing their shared parental leave to an end. Any days of work will not extend the shared parental leave period. This will enable employees on shared parental leave to work either continuously or on odd days without bringing an end to their shared parental leave and pay.
71. An employee may not work during the two weeks of compulsory maternity or adoption leave.
72. Work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.
73. Any such work must be by agreement and neither the employer nor the employee can insist upon it.
74. For KIT /SPLiT days worked the employee will be paid at their basic daily rate for the hours worked, less any occupational or statutory maternity / adoption / shared parental leave payments. If a KIT /SPLiT day is worked in the full pay period, the employer will make arrangements to ensure the employee receives a day of paid leave in lieu once the employee has returned to work. If a KIT /SPLiT day is worked on a day of leave in the half pay period, the employer will make arrangements to ensure the employee receives a half day of paid leave in lieu once the employee had returned to work.
75. Working for part of any day will count as one KIT / SPLiT day.
76. A risk assessment must be carried out for any employee who is breastfeeding and facilities must be provided in accordance with paragraph 33-34. To ensure compliance with Workplace (Health, Safety and Welfare) Regulations 1992 employers must provide suitable rest facilities for workers who are pregnant or breastfeeding. Facilities should be suitably located and where necessary should provide appropriate facilities for the new or expectant mother to lie down. The NHS Staff Council Health Safety and Wellbeing Partnership Group have published further guidance on workplace health and safety standards.

Return to work

77. An employee who intends to return to work at the end of their full maternity or adoption leave, or at the end of their shared parental leave, will not be required to give any further notification to the employer, although if they wish to return early, they must give at least 28 days' notice.

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

Returning on flexible working arrangements

79. If, at the end of maternity, adoption, or shared parental leave, the employee wishes to return to work on different hours, the NHS employer has a duty to facilitate this, wherever possible. The employee will return 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 pay band and work of a similar nature and status, to that which they held prior to their maternity / adoption / shared parental absence.
80. 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 their job under their original contract, at the end of the agreed period.

Sickness following the end of maternity, adoption, or shared parental leave

81. In the event of illness following the date the employee was due to return to work, normal sickness absence provisions will apply as necessary.

Failure to return to work

82. If an employee who has notified their employer of their intention to return to work for the same or a different NHS employer, in accordance with paragraph 14, 15 or 17 fails to do so within:
- i. 15 months of the beginning of their maternity / adoption leave, or
 - ii. three months of the end of their shared parental leave, they will be liable to refund the whole of their maternity, adoption, or shared parental pay, less any Statutory Maternity, Adoption or Shared Parental 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 for maternity, adoption and shared parental leave

Fixed-term contracts or training contracts

83. Employees subject to fixed-term or training contracts which expire after the 11th week before the expected week of childbirth, or the date of matching, or the 15th week before the baby's due date if applying via a surrogacy arrangement, and who satisfy the relevant conditions in paragraphs 14, 15 or 17 shall have their contracts extended so as to allow them to receive the 52 weeks, which includes paid occupational and statutory maternity /

adoption / shared parental pay, and the remaining 13 weeks of unpaid maternity / adoption / shared parental leave.

84. Absence on maternity / adoption / shared parental leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.
85. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth / adoption / shared parental leave had not occurred or been taken, the repayment provisions set out in paragraph 82 will not apply.
86. Employees on fixed-term contracts who do not meet the 12 months' continuous service condition set out in paragraph 105 or 108, may still be entitled to Statutory Maternity / Adoption / Shared Parental Pay.

Rotational training contracts

87. Where an employee is on a planned rotation of appointments with one or more NHS employers, as part of an agreed programme of training, they shall have the right to return to work after a period of maternity, adoption or shared parental leave in the same post or in the next planned post, irrespective of whether the contract would otherwise have ended if pregnancy and childbirth/adoption/shared parental leave had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.
88. To ensure equality of access to the provisions in this Section:
 - a) where an employee changes employer because their training programme has required them to do so, and;
 - b) this means they do not have enough statutory continuous service with their current employer to access statutory maternity pay, statutory adoption pay, or statutory shared parental pay, but;
 - c) they would have had sufficient statutory continuous service to access statutory maternity pay, statutory adoption pay, or statutory shared parental pay had they not been required to change employer because of the training programme the employee shall be paid, by their current employer, the value of statutory maternity / adoption / shared parental pay they would have otherwise received if their statutory continuity had not been broken by their change of employer.
89. Where an employee does not have enough statutory continuity of service to access statutory maternity / adoption / shared parental pay as a result of being required as part of their training programme to work in a Crown Dependency, and they would have had sufficient statutory continuous service to access statutory maternity pay, statutory adoption pay, or statutory shared parental pay had they not been required to work in a Crown Dependency, the employee shall be paid, by their current employer, the value of statutory maternity / adoption / shared parental pay they would have otherwise received if their statutory continuity had not been broken by working in a Crown Dependency.

Contractual rights

90. During maternity leave (both paid and unpaid) an employee retains all of their contractual rights, except remuneration.

Pay progression

91. There should be no detriment to pay progression or annual leave accrual as a result of taking maternity/adoption/shared parental leave.

Annual leave and public holidays

92. Employees on paid and unpaid maternity / adoption / shared parental leave retain their right to the annual leave and public holidays provided by Schedule 13 (Leave).
93. Where unused annual leave and public holidays exceed local provisions for carry over to the next leave year it may be beneficial to the employer and employee for the employee to take the unused annual leave and public holidays before and/or after the agreed (paid and unpaid) maternity/ adoption / shared parental leave period. The amount of annual leave and public holidays 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 and public holidays exceeds normal carry over provisions, providing this would not cause a breach in the Working Time Regulations 1998.

Pensions

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

Antenatal care

95. 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.
96. The pregnant employee's partner will be entitled to unpaid leave to attend two ante natal appointments. Unpaid leave, up to a maximum of six and a half hours per appointment can be accessed. The pregnant employee's partner includes a spouse, civil partner (of either sex) or a person with whom she is in a long-term relationship. Further information can be found on the government website (gov.uk/working-when-pregnant-your-rights).

Pre-adoption meetings

97. Employees being assessed for adoption have the right to reasonable paid time off for essential meetings.

Employees not returning to NHS employment

98. An employee who satisfies the conditions in paragraph 14, 15 or 17, except that they do not intend to work with the same or another NHS employer for a minimum period of three months after their maternity, adoption, or shared parental leave has ended, will be entitled to pay equivalent to Statutory Maternity / Adoption / Shared Parental Pay.
99. Statutory Maternity Pay (SMP) and Statutory Adoption Pay (SAP) is paid at 90 per cent of their average weekly earnings for the first six weeks of the maternity / adoption leave and to the statutory flat rate sum or 90 per cent of the average weekly earnings (whichever is lower) for the following 33 weeks.
100. Shared Parental Leave Pay (ShPP) is paid at a statutory flat rate sum or 90 per cent of an employee's average weekly earnings, whichever is the lower.

Employees with less than 12 months' continuous service

101. If an employee does not satisfy the conditions in paragraph 14 or 15 or 17 for occupational maternity / adoption / shared parental pay, they may be entitled to Statutory Maternity, Adoption or Shared Parental Pay. Statutory Maternity, Adoption or Shared Parental pay will be paid regardless of whether they satisfy the conditions in paragraph 14, 15 or 17.
102. If an employee's earnings are too low for them to qualify for Statutory Maternity / Adoption / Shared Parental Pay, or they do not qualify for another reason, they should be advised to claim maternity allowance (if applicable) or any other possible benefits from their local Job Centre Plus. Information on maternity allowance is available on the government website gov.uk/maternity-allowance.
103. All employees will have a right to take 52 weeks of maternity / adoption / shared parental leave whether or not they return to NHS employment.
104. Paragraph 117 contains further information on statutory entitlements.

Continuous service

105. For the purposes of calculating whether the employee meets the qualification set out in paragraph 14, 15 or 17 to have had 12 months of continuous service with one or more NHS employers (NHS employers include health authorities, NHS boards, NHS trusts, and the Northern Ireland Health Service). The following breaks in service will be disregarded (but do not count as service):
 - i. a break in service of three months or less will be disregarded;
 - ii. employment under the terms of an honorary contract;
 - iii. employment as a locum in a general practice setting for a period not exceeding 12 months;

- iv. a period of up to 12 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;
- v. a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months, which may exceptionally be extended for 12 months at the discretion of the employer which recruits the employee on their return;
- vi. absence on an employment break scheme in accordance with the provisions set out in the [Supporting worklife balance: NHSScotland PIN policy](#);
- vii. absence on maternity leave, adoption leave, or shared parental leave (paid or unpaid) as provided for under this agreement;

106. Employers may at their discretion extend the period specified in paragraph 61.

107. Employment as a doctor in training in a general practice setting in accordance with the provisions of the Trainee Practitioner Scheme, shall not be regarded as a break in service and shall count as service.

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

New parent support leave and pay (paternity leave)

109. This provision builds on statutory paternity leave and pay and applies to the father of the child (including adoptive fathers), the mother's spouse or partner (whether opposite or same sex) or nominated carer.

110. NHS organisations have scope locally to agree more favourable arrangements where they consider it necessary, or further periods of unpaid leave on an individual basis.

111. All eligible employees are entitled to two weeks of new parent support leave which can be taken around the time of the birth or the placement of the child for adoption.

112. Employees granted new parent support leave will receive full pay during this period if they have 12 months' continuous service with their or any other NHS employer before they take their leave.

113. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity / adoption pay entitlements. The employee will receive full pay less any statutory paternity pay receivable.

114. Only one period of new parent support pay is ordinarily available when there is a multiple birth.

115. Employees who are not eligible for the two weeks of pay during their new parent support leave may still be entitled to statutory paternity pay subject to meeting the qualifying

conditions described in the relevant legislation. Details of the qualifying conditions can be found on [gov.uk](https://www.gov.uk).

Further information

116. There are occasions when employees are entitled to other statutory benefits / allowances and information about these and all statutory maternity, adoption, shared parental leave and paternity rights can be found on the Gov.uk website. Information about health and safety for new and expectant mothers at work can be found on the government website.

Note: This section, agreed by the UK Staff Council for application from 1 April 2019 includes provisions already put in place in Scotland on 2 April 2015 by DL(2015)5, and subsequently included in the Supporting the Work-Life Balance Partnership Information Network (PIN) policy. In Scotland, this section should be read in conjunction with the most up to date PIN policies which can be found at: staffgovernance.scot.nhs.uk.

Schedule 21

Child Bereavement Leave

1. The NHS Staff Council is aware that employers in the NHS show compassion in circumstances where staff, who are parents, experience the death of a child. The provisions below are designed to set out a minimum national standard of leave and pay in these circumstances. These provisions do not prevent employers from exercising their local flexibility to provide leave and pay beyond these provisions.
2. For the purpose of this Section, a bereaved parent is anyone who had responsibility as one of the primary carers for a child who is now deceased. This includes adoptive parents, legal guardians, individuals who are fostering to adopt, and any other parent/child relationship that the employing organisation deems to be reasonable. For example, this may include grandparents who have had caring responsibilities for a child, or instances where someone other than the biological parent is the primary carer (this could be the case where the parents of the child have separated).
3. For this agreement, there is no requirement for the child to be under 18 years of age (the age limit only applies when a child is no longer in full time education).
4. All bereaved parents will be eligible for a minimum of two weeks of child bereavement leave. A bereaved parent will not be required to demonstrate any eligibility criteria in order to access bereavement leave or pay.
5. All bereaved parents will be entitled to two weeks' occupational child bereavement pay which will include any entitlement to statutory parental bereavement pay. Pay is calculated on the basis of what the individual would have received had he/she been at work. This would normally be based on the previous three months at work or any other reference period that may be locally agreed.
6. Where both parents of a deceased child work in the same NHS organisation, the entitlements in this section will apply to both members of staff.
7. Parents who experience a still birth from the 24th week of pregnancy will be eligible for these provisions, and will subsequently still be eligible for the provisions set out in Schedule 20. Bereavement leave and pay may be extended to members of staff, by local arrangement, in these circumstances where they were hoping to become parents under surrogacy arrangements.
8. Bereaved parents do not have to take the two weeks of leave in a continuous block. The employee should agree with their employer the leave they wish to take. Taking child bereavement leave is an individual choice, it is not compulsory for the employee to take child bereavement leave.
9. Bereaved parents may request to take child bereavement leave at any point up to 56 weeks following the death of the child. Should the parent wish to take child bereavement leave immediately following the death of a child they shall be able to do so upon informing their employer that they will be absent from work for this purpose. Should the parent wish to take

child bereavement leave at another time, after the initial period following the death, they should give their employer reasonable notice of their intention to take the leave at this time.

10. The method for informing the employer of a child bereavement should follow locally agreed processes. Bereaved parents will at no point be required to produce the child's Death Certificate, or any other official documents, in order to access child bereavement leave or pay. The employer may ask for a written declaration from the employee, within a reasonable timeframe, in order to satisfy statutory requirements.

Note: this section should be read in conjunction with the most up to date PIN policies which can be found at: staffgovernance.scot.nhs.uk

Schedule 22

Recruitment, promotion and staff development

General

1. It is consistent with the delivery of the highest quality healthcare that all NHS employers should have fair and non-discriminatory systems for recruiting, developing and promoting people. Fair and open recruitment procedures should be in place and those people with a responsibility for recruitment should be trained for their role.
2. Recruitment and promotion procedures should be regularly monitored to identify where and how they can be improved, and to enable the planning of potential positive action initiatives for under-represented groups.
3. Equality of access to opportunities for the development of skills should apply, regardless of hours worked or any other non-standard term in the contract of employment.
4. Recruitment agencies used for finding permanent or temporary staff should be informed of this agreement and expected to follow fair and objective selection procedures. They should also be informed that their performance will be monitored in line with local arrangements.

Job Plans, job descriptions and person specifications

5. Before any decision is made to advertise a job, NHS employers should decide that a real vacancy exists and should be clear about the requirements of the job. Opportunities for flexibility, as set out in the Balancing work and personal life section of Schedule 15, should be assessed and acted upon so as to attract as talented a group of applicants as possible, without needless conditions being applied.
6. Each job should have an indicative written Job Plan and a job description and person specification. These should be reviewed every time a vacancy occurs to ensure that they remain relevant and are flexible, including making reasonable adjustments should people with disabilities apply.
7. Person specifications should outline the genuine minimum requirement and, where appropriate, any genuine occupational qualification (GOQ) necessary for the job to be done effectively. Emphasis should be placed on quality, rather than length of experience, and consideration should be given to experience gained outside paid employment.

Selection

8. Selection should always be a competitive process, except where a member of staff is being re-deployed to accommodate their disability, health needs, maternity, training or other similar situation including organisational or contractual change.
9. All applicants, where they request it, are entitled to know the reasons why their application has been unsuccessful.

Seeking applicants

10. All jobs must be advertised, except where there is a redundancy exercise in progress.
11. Advertisements should be designed and placed to attract as wide a group of suitably qualified applicants as possible. Where recruitment agencies are involved they should be made aware of the requirements of this agreement and given clear instructions regarding the employer's policies.
12. Advertisements should be expressed in clear language and be made available in a variety of formats. Further information should also be available in large print or on tape, and advice given to applicants should be measurably uniform.

Forms of application

13. Applications for posts in NHS Scotland must be submitted through our recruitment system which can be accessed via apply.jobs.scot.nhs.uk. Written applications including CVs are no longer accepted.

Selection decision

14. Everyone involved in selection should be trained in undertaking fair and objective recruitment.
15. Selection decisions should be carried out by more than one person. Where a panel is appropriate, it should reflect the diversity of the workforce.
16. Selection should be consistently applied and based upon clear criteria which are in line with the job description and person specification.
17. A written record of all decisions should be kept for a minimum of one year.
18. A means of monitoring the selection process should be agreed at local level.

Selection processes and tools

19. Interviews are one means of selecting job applicants. Consideration should be given to the options available. In all cases the process should suit the requirements of the job and be designed to bring out the best in the applicants.
20. All shortlisted applicants should be asked if they require any particular arrangements or reasonable adjustments to be made in the selection process, to enable ease of participation.
21. Applicants must not be asked about their health status prior to an offer of employment.

Promotion

- 22. Promotion should be a competitive selection process for internal candidates.
- 23. Opportunities for promotion should be as widely publicised as possible and open to anyone with either the skills, or potential after training, to meet the requirements of the job description.
- 24. Selection processes should apply as above.
- 25. All applicants, where they request it, should be entitled to reasons why their promotion has been unsuccessful.

Positive action

- 26. As set out in the general statement in the General Equality and Diversity Statement section of Schedule 15, positive action measures are permitted where the conditions set down in legislation are met.
- 27. Statements in advertisements, and the appropriate placement of advertisements, can encourage people from under-represented groups to apply.

Training and development

- 28. Every new employee should undergo a comprehensive induction programme, including training in equality and diversity policies and practice at work.
- 29. All doctors are required to undergo annual appraisal and should develop personal development plans which will help inform Job Plans.
- 30. Information on training and development opportunities should be widely publicised and the take up of such opportunities monitored as part of the auditing process.

Schedule 23

Joint consultation machinery and time off for trade union officials

Joint consultation machinery

1. Joint consultation arrangements should be set up within each employer, in agreement with local representatives of BMA Scotland.
2. Joint consultative arrangements should be based on a partnership approach to employment relations. This should involve the systematic and routine involvement of doctors and accredited trade union representatives at all levels in shaping the service and in the decision making process at all stages which affects their working lives and the delivery of healthcare.
3. Agreement should be reached on a number of issues when establishing local arrangements. These include:
 - size and composition of the committee;
 - organisation and frequency of committee meetings;
 - subjects to discuss;
 - facilities for committee members; and
 - arrangements for reporting back.
4. All organisations benefit from good employer/employee consultation. Organisations which ensure that systematic communication and consultation take place on a wide range of subjects will benefit from better decision making, greater employee understanding and commitment and improved employment relations.

Time off for trade union officials

5. The NHS Staff Council is committed to the principles of partnership working and staff involvement. Partnership underpins and facilitates the development of sound and effective employee relations throughout the NHS. The national partners recognise that the participation of trade union representatives in the partnership process can contribute to delivering improved services to patients and users.
6. It is for employers and representatives of locally recognised trades unions to agree in partnership local arrangements and procedures on time off and facilities that are appropriate in local circumstances. Local arrangements are expected to be consistent with the principles set out below.

Time off for accredited trades union representatives

Accredited representatives

7. Local arrangements should apply to accredited representatives of trades unions recognised by local NHS organisations. Accreditation will only be given to doctors who have been duly elected or appointed in accordance with the rules of the respective trades unions.
8. Accredited representatives of trades unions will:
 - abide by the rules of their trades union and the policies and procedures of the employing organisation;
 - represent their members on matters that are of concern to the employing organisation and/or its employees.
9. It will be for the relevant trades unions to discuss and agree with the local employer an appropriate number of representatives. Local discussions should have regard to the size and location of the unions' membership and the expected workload associated with the role. The unions would be required to issue written credentials and notify the human resources department of the number and location of work groups for which each representative will be responsible.
10. Subject to the needs of the service and adequate notification, Job Plans for accredited representatives should include sufficient external duties time to facilitate their trade union duties, including time to prepare for meetings and disseminate information and outcomes to members during working hours, to carry out duties that are concerned with any aspect of:
 - a) Negotiation and/or consultation on matters relating to terms and conditions of employment or agreed partnership processes – examples include:
 - terms and conditions of employment;
 - engagement or termination of employment;
 - allocation of work;
 - matters of discipline;
 - grievances and disputes;
 - union membership or non-membership;
 - facilities for trades union representatives;
 - machinery for negotiation or consultation or other procedures;
 - b) Meetings with members;
 - c) meetings with other lay officials or full time officers;
 - d) appearing on behalf of members before internal or external bodies;
 - e) all joint policy implementation and partnership working;
 - f) other matters relating to employee relations and partnership working.
11. The expectation is that when undertaking trade union duties it is good practice that staff representatives should indicate the general nature of the business for which time off is required and where they can be contacted if required. Requests should be made as far in advance as possible, as is reasonable in the circumstances. Wherever possible the representatives should indicate the anticipated period of absence. The expectation is that requests for paid time off for trades union representatives will not be unreasonably refused and that the External Duties time will substitute other duties, rather than simply time shift them.

Training

12. Accredited trades union representatives should be given adequate time off to allow them to attend trades union approved training courses or events. Time off should not be regarded as automatic, as employers have responsibilities to take account of the needs of service delivery. However, the expectation is that requests for paid time off to attend training courses should not be unreasonably refused as long as locally agreed processes are followed.
13. The expectation is that requests for release for training should be made with reasonable notice to the appropriate clinical manager. Any training course should be relevant to the duties approved by the trade union. Local representatives should provide details of the course to local management.

Payment arrangements

14. Where time with pay has been approved, the payment due will equate to the earnings the employee would otherwise have received had/she been at work. Normally, this will be included in PA allocation for external duties in job planning.
15. When meetings called by management are held on matters covered by paragraph 7, when staff representatives have to attend outside their normal working hours, equivalent time off will be granted or appropriate payment should be made by local agreement.
16. There should be local agreement on when travelling and subsistence expenses will be reimbursed to accredited representatives, who are undertaking approved work in relation to the partnership process and/or joint policy implementations (as listed in paragraph 10).

Trades union activities

17. It is the responsibility of the recognised local trades unions to ensure that the time and resources provided in this context are used appropriately.
18. NHS organisations are encouraged to support partnership working by giving reasonable time off during working hours to enable trade union members or representatives to:
 - attend executive committee meetings or annual conference or regional union meetings;
 - vote in properly conducted ballots on industrial relations;
 - vote in union elections;
 - attend meetings to discuss urgent matters relating to the workplace;
 - recruit and organise members.
19. Local arrangements should specify the circumstances when time off may be refused for either representatives or members. These may include:
 - unreasonable notice periods on behalf of the representatives;
 - activities which do not fall within any of the categories in paragraphs 10, 13 and 18.
 - activities are not authorised by the union;
 - service needs.

20. Due to the nature of their clinical duties, it will often be impractical for doctors accredited representatives to be released from work for regular defined periods each week and as such it is more appropriate that aggregated time across the year is included within the Job Plan as an allocation of programmed activity time per week but that it is not fixed in time or location. Arrangements for taking the required time at less frequent intervals than weekly should follow the principles outlined in paragraphs 8 – 18.

Trades union learning representatives

21. Trade Union Learning representatives are accredited by their unions to support organisations in identifying training needs and ensuring staff access to training. Learning representatives also have the right to reasonable paid time off for undertaking these duties and for relevant training.

Health and safety representatives

22. The Safety Representatives and Safety Committee Regulations 1977 provides a legal entitlement for trades union appointed safety representatives to have paid time from their normal work to carry out their functions and undergo training.

Facilities for trades union representatives

23. The local partnership should agree the facilities that are provided to representatives of recognised trade unions. It is recommended that local employers provide the following facilities:
- access to appropriate private accommodation, with storage facilities for documentation, appropriate administrative facilities and access to meeting rooms;
 - access to internal and external telephones with due regard given for the need for privacy and confidentiality;
 - access to appropriate internal & external mail systems;
 - appropriate access to the employer's intranet and email systems;
 - access to appropriate computer facilities;
 - access to sufficient notice boards at all major locations for the display of trade union literature and information;
 - access for staff representatives to all joint documents relating to the local partnership process;
 - based on the geographical nature of the organisation, consideration may need to be given to access to suitable transport facilities;
 - backfilling of posts where practical. The extent to which this would be practical would inevitably be dependent on such factors as the numbers of representatives needing time off, the work areas that would need to be covered and the needs of the service.

Within NHS Scotland the Staff Governance Standard (which includes the PIN or Once for Scotland policy on facilities arrangements) applies. Additional details can be found via: gov.scot/publications/facilities-arrangements-trade-unions-professional-organisations-pin-policy.

Schedule 24

Transitional arrangements

Eligibility

1. The arrangements in this schedule shall apply to doctors in the 2008 Associate Specialist and pre-2008 Associate Specialist grades employed within NHS Scotland on 1 October 2022. These doctors may transfer to these Terms and Conditions of Service subject to the process set out in paragraph 3 below.
2. Doctors may opt to remain on their existing contract and terms and conditions of service without detriment.

Transfer process

3. The process to transfer to these Terms and Conditions of Service shall be as set out below:
 - a) On or shortly after 28 November 2022, employers will write individually to eligible doctors to
 - a) confirm that the doctor is eligible to transfer to these Terms and Conditions of Service and
 - b) invite an expression of interest.
 - b) The eligible doctor may confirm their interest in transferring to these Terms and Conditions of Service (“an expression of interest”) at any time. An expression of interest shall not be legally binding nor shall it oblige the doctor to transfer to these Terms and Conditions of Service, but it shall signify that the doctor wishes to commence the job planning process in good faith and in the expectation of transferring.
 - c) In the event of any disagreement between a doctor and their employer on their eligibility to transfer to these Terms and Conditions of Service, the doctor may submit a grievance to their employer in accordance with local procedures.
 - d) Once a doctor has confirmed an expression of interest in transferring, the employer and the doctor shall then undertake the job planning process as set out in Schedule 4. The job planning process should commence as soon as possible, and no later than one month following the expression of interest and be completed within three months.
 - e) Following the completion of this process, the employer will offer the doctor a Job Plan and salary package in writing (“the offer”);
 - f) Following receipt of the offer, the doctor has 28 days within which to accept or decline the offer in writing;
 - g) If the offer is accepted, the effective date of transfer to these Terms and Conditions of Service will be as set out in paragraphs 8 to 9 below;
 - g) Where it has not been possible to agree a Job Plan the doctor shall have access to the provisions for mediation and appeal as set out in Schedule 5 which will finalise the Job

Plan prior to the doctor making a final decision on whether to transfer to these Terms and Conditions of Service.

Salary on transfer

4. The salary of an Associate Specialist doctor transferring to these Terms and salary of an Associate Specialist doctor transferring to these Terms and Conditions of Service will be determined in accordance with Appendix 7 (Table mapping old to new pay scale points).
5. Where a doctor transferring to these Terms and Conditions of Service under the provisions of paragraphs 1 to 3 above has a previous full-time equivalent basic salary which is higher than the top of the Specialist Doctor payscale, their existing salary will be protected on a 'marked time' basis until the value of the Specialist Doctor payscale exceeds the protected salary.
6. In the event of any disagreement between the doctor and their employing organisation regarding the doctor's salary on transfer to these Terms and Conditions of Service, the doctor may submit a grievance to their employer in accordance with local procedures.
7. A doctor's pay progression date will remain unchanged on transfer to these Terms and Conditions of Service.

Date of transfer and backdating

8. Where a doctor expresses an interest in transferring to these Terms and Conditions of Service after 6 January 2023 and subsequently accepts the offer from their employer, the effective date of transfer, and so the date their new salary takes effect, shall be the date the mutually agreed Job Plan comes into effect.
9. Where a doctor expresses an interest in transferring to these Terms and Conditions of Service on or before 6 January 2023, concludes job planning and subsequently accepts the offer from their employer by 31 May 2023, the effective date of the transfer, and so the date their new salary takes effect, will be the date the "offer" was accepted.
10. Where a doctor has expressed an interest before 6 January 2023 and agreed a Job Plan (the offer) by 31 May 2023, they will be eligible for backdated pay to a maximum of 6 months. The period of backdating will be between 1 October 2022 and ending 31 May 2023.
11. If a doctor is absent from work for a significant period during the period between 1 October 2022 and 31 May 2023, for example for reasons such as caring/ sick leave, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result. Doctors will be given an extended period, to be agreed between the doctor and the employer, in which they can raise an expression of interest to transfer to these Terms and Conditions of Service.

Arrangements for doctors who retire

12. If a doctor retires (or employment terminates for reasons of ill-health) before 31 May 2023 and transferring to these Terms and Conditions of Service after having made an Expression of Interest,

a pensionable payment will be applicable relating to the period between 1 October 2022 and their date of retirement. This payment will reflect pay due had the Terms and Conditions of Service been available from 1 October 2022 and will be based on basic salary only. The employer will notify the SPPA of this increase in pensionable remuneration and contributions arising from the payment of arrears to former employees.

Job planning

13. Where an Associate Specialist transfers to these Terms and Conditions of Service under the provisions of paragraph 4 above, the following qualifications apply to the limits on OOH working, weekend working and high frequency rotas set out in Schedules 4 and 6:
 - a) where the Job Plan at the point of transfer contains in excess of 40 per cent of work in OOH, the employer and doctor will work towards decreasing the percentage each year until a limit of 40 per cent is reached, unless otherwise mutually agreed;
 - b) where the Job Plan at the point of transfer involves working more than 13 weekends a year, this will be subject to annual review. Unless mutually agreed, the shared intention would be for this frequency to be reduced to 13 weekends as a maximum by a date in the future to be agreed between the doctor and employer;
 - c) where an intensive rota of 1 in 4 or more frequent has been agreed at the point of transfer, the employer will review at least annually the reasons for this rota and for its high frequency and take any practicable steps as part of team service planning to reduce the need for high frequency rotas of this kind.

Appendix 1

Model Job Plan Format

Name: _____ Specialty: _____

Main Base: _____

Contract: Full Time / Part Time / Honorary Programmed Activities: _____
EPAs _____

Availability Supplement: None / Level 1 / Level 2 (delete as appropriate)

% Premium Rate Payment Received:

Managerially Accountable
to: _____

Responsible for: _____

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

DAY	HOSPITAL/ LOCATION	TYPE OF WORK
Monday From / To		
Tuesday From / To		
Wednesday From / To		
Thursday From / To		

Friday From / To		
Saturday From / To		
Sunday From / To		

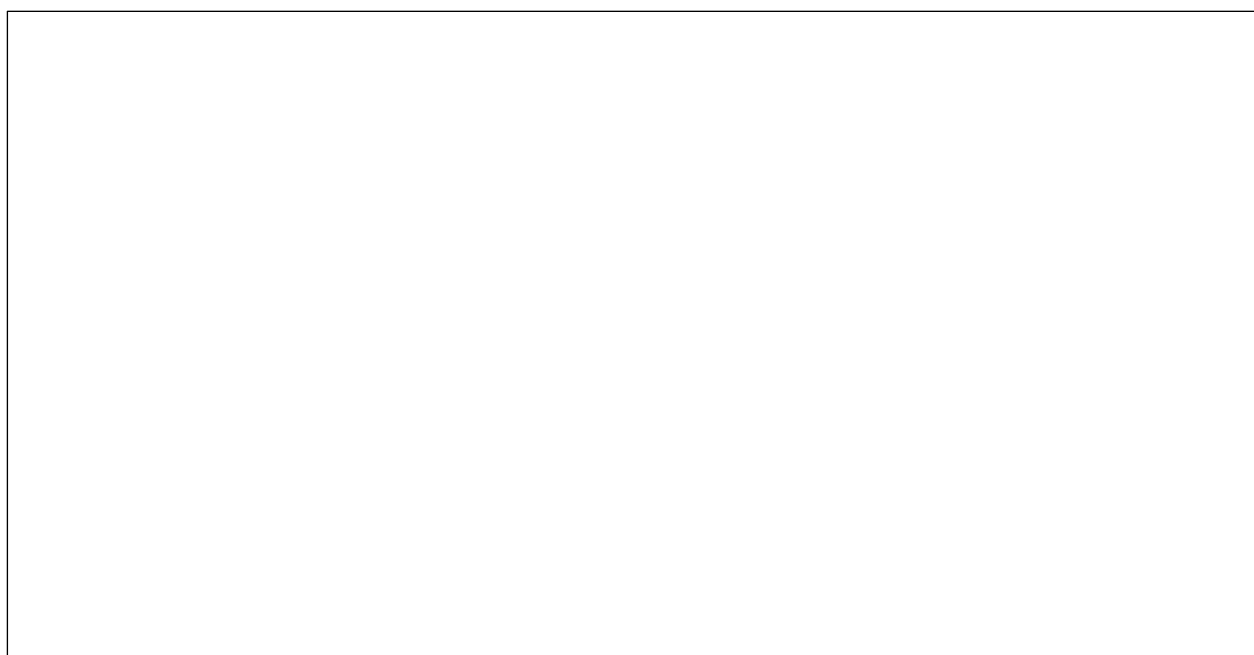
b) Activities which are not undertaken at specific locations or times

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c) Activities undertaken during OOH periods e.g. hours outwith 7.00am - 19.00pm Monday to Friday

A large, empty rectangular box with a black border, intended for listing activities undertaken during OOH periods.

d) Extra programmed activities – see separate contract and schedule

A large, empty rectangular box with a black border, intended for listing extra programmed activities.

MODEL JOB PLAN

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Direct Clinical Care		
Emergency duties (including emergency work carried out during or arising from on-call)		
Operating sessions		
Pre and post-operative care		
Ward rounds		
Outpatient clinics		
Clinical diagnostic work		

Other patient treatment		

Type of activity	Description of activity including when and where activity is conducted	Average number of hours spent on each activity per week including travel where appropriate
Direct Clinical Care (contd)		
Public health duties		
Multi-disciplinary meetings about direct patient care		
Administration directly related to patient care (e.g. referrals, notes complaints, correspondence with other practitioners)		

On-site medical cover		
Any other work directly linked to the direct clinical care of NHS patients		
Total Direct Clinical Care Activities		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Supporting Professional Activities		
Continuing professional development		

Teaching and training		
Management of doctors in training		
Audit		
Job Planning		
Appraisal		
Revalidation		
Research		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Supporting Professional Activities (contd)		
Contribution to service management and planning		
Clinical governance activities		
Any other supporting professional activities		
Total Supporting Professional Activities		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Additional Responsibilities Additional NHS Responsibilities means special responsibilities within the employing organisation not undertaken by the generality of doctors, which are agreed between the doctor and the employer and which cannot be absorbed in the time set aside for supporting professional activities (These could include, being a clinical manager, clinical audit lead or clinical governance lead).		
Caldicott guardian		
Clinical audit lead		
Clinical governance lead		
Undergraduate and postgraduate deans		

Clinical tutors		
Regional education advisers		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Additional Responsibilities (contd)		
Formal medical management responsibilities		
Other additional responsibilities		
Total Additional Responsibilities		

Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Other external duties (i.e. work not directly for the NHS employer, but relevant to and in the interests of the NHS)		
Trade union and professional association duties		
Acting as an external member of an advisory appointments committee		
Undertaking assessments for NHS Education for Scotland, NHS Quality Improvement for Scotland or equivalent bodies		

Reasonable quantities of work for the Royal Colleges in the interests of the wider NHS		
Work for the General Medical Council or other national bodies concerned with professional regulation		
Type of activity	Description of activity including when and where activity is conducted.	Average number of hours spent on each activity per week including travel where appropriate
Other external duties (contd)		
NHS disciplinary procedures and NHS appeals procedures		
Other external duties		
Total Other External Duties		

Facilities and Resources Details of the facilities and resources necessary to support delivery of the doctor's duties and objectives for all programmed activities	
Staffing support	
Accommodation	
Equipment	
Any other identified resources necessary.	

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

Objective	How objective will be met and resources required	Timescale
1.		
2.		
3.		
4.		
5.		

Appendix 2

Code of Conduct for Private Practice for Specialist Doctors: Recommended Standards

Contents

Part I – Introduction

- Scope of Code
- Key Principles

Part II - Standards of Best Practice

- Disclosure of Information about Private Practice
- Scheduling of Work and On-Call Duties
- Provision of Private Services Alongside NHS Duties
- Information for NHS Patients about Private Treatment
- Referral of Private Patients to NHS Lists
- Promoting Improved Patient Access to NHS Care
- Increasing NHS Capacity

Part III - Managing Private Patients in NHS Facilities

- Use of NHS Facilities
 - Use of NHS Staff
-

Part I: Introduction

Scope of Code

- 1.1 This document sets out recommended standards of best practice for SAS doctors in NHS Scotland about their conduct in relation to private practice⁶. The standards are designed to apply equally to honorary contract holders in respect of their work for the NHS. The Code covers all private work, whether undertaken in non-NHS or NHS facilities.
- 1.2 This Code will be used at the annual Job Plan review as the basis for reviewing the relationship between NHS duties and any private practice.

⁶ “Private practice” is defined as:

- a) the diagnosis or treatment of patients by private arrangement (including such diagnosis or treatment under section 57 of the National Health Service (Scotland) Act 1978 as inserted by section 7 (11) of the Health Medicines Act 1988 and further amended by Schedule 6 to the NHS and Community Care Act 1990), excluding, however, work of the kind referred to in section 4.3 and section 9; and
- b) work in the general medical, dental or ophthalmic services under Part 2 of the National Health Service (Scotland) Act 1978.

Key Principles

1.3 The Code is based on the following key principles:

- NHS doctors and NHS employers will work on a partnership basis to prevent any conflict of interest between private practice and NHS work. It is also important that NHS doctors and NHS employers minimise the risk of any perceived conflicts of interest; although no doctor will suffer any penalty (under the code) simply because of a perception;
- the provision of services for private patients should not prejudice the interest of NHS patients or disrupt NHS services;
- with the exception of the need to provide emergency care, agreed NHS commitments will take precedence over private work; and
- NHS facilities, staff and services may only be used for private practice with the prior agreement of the NHS employer.

PART II: Standards of Best Practice

Disclosure of Information about Private Practice

- 2.1 Doctors will declare any private practice, which may give rise to any actual or perceived conflict of interest, or which is otherwise relevant to the doctor's proper performance of their contractual duties. As part of the annual job planning process, doctors will disclose details of regular private practice commitments, including the timing, location and broad type of activity, to facilitate effective planning of NHS work and out of hours cover.
- 2.2 Doctors should be appraised on all aspects of their medical practice, including private practice. In line with the requirements of revalidation, doctors should submit evidence of private practice to their appraiser.

Scheduling of Work and On-Call Duties

- 2.3 In circumstances where there is or could be a conflict of interest, programmed NHS commitments will take precedence over private work. Doctors will ensure that, except in emergencies, private commitments do not conflict with NHS activities included in their NHS Job Plan.
- 2.4 Doctors will ensure in particular that:
- private commitments, including on-call duties, are not scheduled during times at which they are scheduled to be working for the NHS (subject to paragraph 2.8 below);
 - there are clear arrangements to prevent any significant risk of private commitments disrupting NHS commitments, e.g. by causing NHS activities to begin late or to be cancelled;
 - private commitments are rearranged where there is regular disruption of this kind to NHS work; and
 - private commitments do not prevent them from being able to attend an NHS emergency while they are on call for the NHS, including any emergency cover that they agree to provide for NHS colleagues. In particular, private commitments that prevent an immediate response should not be undertaken at these times.

- 2.5 Effective job planning should minimise the potential for conflicts of interests between different commitments. Regular private commitments should be noted in a doctor's Job Plan, to ensure that planning is as effective as possible.
- 2.6 Where there is a proposed change to the scheduling of NHS work, the employer will allow a reasonable period for doctors to rearrange any private sessions, taking into account any binding commitments entered into (e.g. leases).

Provision of Private Services Alongside NHS Duties

- 2.7 In some circumstances NHS employers may at their discretion allow some private practice to be undertaken alongside a doctor's scheduled NHS duties, provided that they are satisfied that there will be no disruption to NHS services. In these circumstances, the doctor will ensure that any private services are provided with the explicit knowledge and agreement of the employer and that there is no detriment to the quality or timeliness of services for NHS patients.

Information for NHS Patients about Private Treatment

- 2.8 In the course of their NHS duties and responsibilities doctors will not initiate discussions about providing private services for NHS patients, nor will they ask other NHS staff to initiate such discussions on their behalf.
- 2.9 Where an NHS patient seeks information about the availability of, or waiting times for, NHS and/or private services, doctors should ensure that any information provided by them, is accurate and up-to-date and conforms to any local guidelines.
- 2.10 Except where immediate care is justified on clinical grounds, doctors will not, in the course of their NHS duties and responsibilities, make arrangements to provide private services, nor will they ask any other NHS staff to make such arrangements on their behalf unless the patient is to be treated as a private patient of the NHS facility concerned.

Referral of Private Patients to NHS Lists

- 2.11 Patients who choose to be treated privately are entitled to NHS services on exactly the same basis of clinical need as any other patient.
- 2.12 Where a patient wishes to change from private to NHS status, doctors will help ensure that the following principles apply:
- any patient seen privately is entitled to subsequently change their status and seek treatment as an NHS patient, if eligible;
 - any patient changing their status after having been provided with private services, will not be treated on a different basis to other NHS patients as a result of having previously held private status and will not gain any advantage or disadvantage over other NHS patients by doing so and will not be treated on a different basis to other NHS patients;
 - patients referred for an NHS service following a private consultation or private treatment will join an NHS waiting list at a point determined by their clinical need. Subject to clinical considerations, a previous private consultation should not lead to earlier NHS admission or to earlier access to NHS diagnostic procedures.

Promoting Improved Patient Access to NHS Care and increasing NHS Capacity

- 2.13 Subject to clinical considerations, doctors will be expected to contribute as fully as possible to maintaining a high quality service to patients, including reducing waiting times and improving access and choice for NHS patients. This will include co-operating to make sure that patients are given the opportunity to be treated by other NHS colleagues or by other providers where this will maintain or improve their quality of care, such as by reducing their waiting time.
- 2.14 Doctors will make all reasonable efforts to support initiatives to increase NHS capacity, including appointment of additional medical staff.

PART III – Managing private patients in NHS facilities

- 3.1 Doctors may only see patients privately within NHS facilities with the explicit agreement of the responsible NHS organisation. It is for NHS organisations to decide to what extent, if any, their facilities, staff and equipment may be used for private patient services and to ensure that any such services do not interfere with the organisation's obligations to NHS patients.
- 3.2 Doctors who practise privately within NHS facilities must comply with the responsible NHS organisation's policies and procedures for private practice. NHS employers will consult with all their doctors or their representatives, when adopting or reviewing such policies.

Use of NHS Facilities

- 3.3 NHS doctors may not use NHS facilities for the provision of private services without the agreement of their NHS employer. This applies whether private services are carried out in their own time, in annual or unpaid leave, or – subject to the criteria in paragraph 2.8 - alongside NHS duties.
- 3.4 Where the employer has agreed that a doctor may use NHS facilities for the provision of private services:
- the employer will determine and make such charges for the use of its services, accommodation or facilities as it considers reasonable;
 - any charge will be collected by the employer, either from the patient or a relevant third party; and
 - a charge will take full account of any diagnostic procedures used, the cost of any laboratory staff that have been involved and the cost of any NHS equipment that might have been used.
- 3.5 Except in emergencies, doctors will not initiate private patient services that involve the use of NHS staff or facilities unless an undertaking to pay for those facilities has been obtained from (or on behalf of) the patient, in accordance with the NHS body's procedures.
- 3.6 In line with the standards in Part II, private patient services will take place at times that do not impact on normal services for NHS patients. Private patients will normally be seen separately from scheduled NHS patients. Only in unforeseen and clinically justified circumstances should an NHS patient's treatment be cancelled as a consequence of, or to enable, the treatment of a private patient.

Use of NHS Staff

- 3.7 NHS doctors may not use NHS staff for the provision of private services without the agreement of their NHS employer.
- 3.8 The doctor responsible for admitting a private patient to NHS facilities must ensure, in accordance with local procedures, that the responsible manager and any other staff assisting in providing services are aware of the patient's private status.

Appendix 3

Fee Paying Services

1. Fee Paying Services include:

- a) work on a person referred by a Medical Adviser of the Department for Work and Pensions or Social Security Scotland, or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by an Agency of the Department for Work and Pensions or Social Security Scotland;
- b) work for the Criminal Injuries Compensation Authority, when a special examination is required or an appreciable amount of work is involved in making extracts from case notes;
- c) work 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, pension arrangements, 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); work required for life insurance purposes;
- d) work on prospective emigrants including X-ray examinations and blood tests;
- e) work on persons in connection with legal actions other than reports which are incidental to the doctor's Contractual and Consequential Duties, or where the doctor is giving evidence on the doctor's own behalf or on the employer's behalf in connection with a case in which the doctor is professionally concerned;
- f) work for Procurators Fiscal, as well as attendance at fatal accident inquiries as medical witnesses;
- g) work requested by the courts on the medical condition of an offender or defendant and attendance at court hearings as expert witnesses, otherwise than in the circumstances referred to above;
- h) work on a person referred by a medical examiner of HM Armed Forces Recruiting Organisation;
- i) work 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 an employer by specific regulation or a voluntary undertaking by an employer in pursuance of its general liability to protect the health of its workforce;
- j) occupational health services provided under contract to other NHS, independent or public sector employers;
- k) work 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;
- l) work on prospective students of universities or other institutions of further education, provided that they are not covered by Contractual and Consequential Services. Such examinations may include chest radiographs;
- m) examinations and recommendations under Part 2 of the Mental Health (Care and Treatment) (Scotland) Act 2003 (except where the patient is an in-patient), where it follows examination as an in-patient, at an out-patient clinic or where given as a result of a domiciliary consultation:

- if given by a doctor who is not on the staff of the relevant employer where the patient is examined; or
 - if given by a doctor on the staff of the relevant employer where the patient is examined but is conducted outside of their standard contracted hours, or is subject to agreed time-shifting arrangements; or
 - if the recommendation is given as a result of a special examination carried out at the request of a local authority officer at a place other than a hospital or clinic administered by an NHS organisation; or
 - if the patient examined was not under the direct care of the doctor at the time of the examination.
- n) services performed by members of hospital medical staff for government departments as members of medical boards;
- o) work undertaken on behalf of the Employment Medical Advisory Service in connection with research/survey work, i.e. 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 Contractual and Consequential Services);
- p) examinations and reports including visits to prison required by the Prison Service which do not fall within the doctor's Contractual and Consequential Services and which are not covered by separate contractual arrangements with the Prison Service;
- q) examination of blind or partially-sighted persons for the completion of form CVI, except where the information is required for social security purposes, or an Agency of the Department for Work and Pensions, or the Employment Service, or the patient's employer, unless a special examination is required, or the information is not readily available from knowledge of the case, or an appreciable amount of work is required to extract medically correct information from case notes;
- r) completion of assessment and certificate under Section 47 of Part 5 of the Adults with Incapacity (Scotland) Act 2000.
2. Fee Paying Services may also include work undertaken by public health doctors, including services to a local or public authority of a kind not provided by the NHS, such as:
- a) medical examination in relation to staff health schemes of local authorities and fire and police authorities;
 - b) lectures to those other than NHS staff;
 - c) medical advice in a specialised field of communicable disease control;
 - d) work for water authorities, including medical examinations in relation to staff health schemes;
 - e) attendance as a witness in court;
 - f) medical examinations and reports for commercial purposes, e.g. certificates of hygiene on goods to be exported or reports for insurance companies;
 - g) advice to organisations on matters on which the doctor is acknowledged to be an expert.

Appendix 4

Specialist Pay Scales

Pay Scales for Specialist Grade

New Specialist Grade		2022/23
Scale Points	Pay Point	Salary Scales
0	1	£83,130
1	1	£83,130
2	1	£83,130
3	2	£88,740
4	2	£88,740
5	2	£88,740
6	3	£94,350

Appendix 5

Transport Fees and Allowances Allowances and Charges for Private Use

Table 1: Mileage Allowances

1 Public transport rate: 24p per mile

2 Regular user rates:

Motor cars with three or four wheels*

Motor Cars:					
Engine Capacity	Cc	501 to 1000	1,001 to 1,500	1,501 to 2,000	Over 2,000
Lump Sum	(£)	508	626	760	760
Up to 9,000 miles	(p)	29.7	36.9	44.0	44.0
9,001 – 15,000 miles	(p)	18.2	21.7	22.7	25.5
Thereafter	(p)	17.8	20.1	22.6	22.6

3 Standard rates:

Motor cars with three or four wheels*

Motor Cars:					
Engine Capacity	Cc	501 to 1000	1,001 to 1,500	1,501 to 2,000	Over 2,000
Up to 3,500 miles	(p)	37.4	47.3	58.3	58.3
3,501 – 9,000 miles	(p)	23.0	28.2	33.5	41.0
9,001 – 15,000 miles	(p)	17.8	20.1	22.7	25.5
Thereafter	(p)	17.8	20.1	22.6	22.6

*a practitioner using a 4-wheeled motor car under 501 cc shall be paid at the rates for cars of 501 to 1000 cc

4 Other Motor vehicles**:

Engine Capacity	(cc)	Up to 125	Over 125
Up to 5,000 miles	(p)	17.8	27.8
Over 5,000	(p)	6.7	9.9

**includes motor cycles and combinations, motor scooters, mopeds and motor-assisted bicycles

5 Passenger allowance:

Each passenger: 5p per mile

6 Pedal cycles: For local agreement, subject to a minimum of 10p per mil

Appendix 6

Schedule of recommended subsistence entitlements

1. Night allowances: first 30 nights

London and elsewhere: Actual receipted cost of bed & breakfast up to a maximum of £55

2. Meals allowance: per 24 hour period £20.00

3. Night allowances in non-commercial accommodation (friends or relatives accommodation): £25

4. Night allowances after the first 30 nights:

Married employees and employees with responsibilities equivalent to those of married officers: maximum amount payable £35

Employees without equivalent responsibilities of married officers and those staying in non-commercial accommodation: maximum amount payable £25

5. Day meals subsistence allowance

Lunch allowance – more than 5 hours away from the office, including the lunchtime between 12.00-14.00 hours) £5

Evening meal allowance – more than 10 hours away from the office, after 19.00 hours £15

6. Incidental expenses allowance *

Per 24 hour period £4.20

7. Late night duties allowance *

Per 24 hour period £3.25

* these allowances are subject to a tax liability

Appendix 7

Salary on Transfer

Scale Points	Associate Specialist £	Specialist Doctor 2022 £
0	63,361	83,130
1	68,454	83,130
2	73,546	83,130
3	80,271	88,740
4	86,099	88,740
5	88,517	88,740
6	91,673	94,350
7	93,880	94,350
8	96,945	Mark Time
9	100,008	Mark Time
10	103,074	Mark Time