

Terms and Conditions – Consultants (England) 2003

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The terms and conditions set out in this document shall incorporate, and be read, subject to any amendments which are from time to time the subject of negotiation by the appropriate negotiation bodies and are approved by the Secretary of State after considering the results of such negotiations. Any amendments should be published.

DEFINITIONS

Contractual and Consequential Services: the work that a consultant carries out by virtue of the duties and responsibilities set out in his or her Job Plan and any work reasonably incidental or consequential to those duties. These services may include:

- Direct Clinical Care
- Supporting Professional Activities
- Additional NHS Responsibilities
- External Duties.

Direct Clinical Care: work directly relating to the prevention, diagnosis or treatment of illness that forms part of the services provided by the employing organisation under section 3(1) or section 5(1)(b) of the National Health Service Act 1977. This includes emergency duties (including emergency 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 and administration directly related to the above (including but not limited to referrals and notes).

Supporting Professional Activities: activities that underpin Direct Clinical Care. This may include participation in training, medical education, continuing professional development, formal teaching, audit, job planning, appraisal, research, clinical management and local clinical governance activities.

Additional NHS Responsibilities: special responsibilities – not undertaken by the generality of consultants in the employing organisation – which are agreed between a consultant and the employing organisation and which cannot be absorbed within the time that would normally be set aside for Supporting Professional Activities. These include being a Medical Director, Director of Public Health, Clinical Director or lead clinician, or acting as a Caldicott guardian, clinical audit lead, clinical governance lead, undergraduate dean, postgraduate dean, clinical tutor or regional education adviser. This is not an exhaustive list.

External Duties: duties not included in any of the three foregoing definitions and not included within the definition of Fee Paying Services or Private Professional Services, but undertaken as part of the Job Plan by agreement between the consultant and employing organisation. These might include trade union duties, undertaking inspections for the Commission for Health Improvement (or its successor body), acting as an external member of an Advisory Appointments Committee, undertaking assessments for the National Clinical Assessment Authority, reasonable quantities of work for the Royal Colleges in the interests of the wider NHS, reasonable quantities of work for a Government Department, or specified work for the General Medical Council. This list of activities is not exhaustive.

Emergency Work:

Predictable emergency work: this 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). This should be programmed into the working week as scheduled Programmed Activity.

Unpredictable emergency work arising from on-call duties: this is work done whilst on-call and associated directly with the consultant's on-call duties (except in so far as

it takes place during a time for scheduled Programmed Activities), e.g. recall to hospital to operate on an emergency basis.

For the purposes of Schedule 3, paragraph 6, non-emergency work shall be regarded as including the regular, programmed work of consultants whose specialty by its nature involves dealing routinely with emergency cases, e.g. A&E consultants.

Fee Paying Services: any paid professional services, other than those falling within the definition of Private Professional Services, which a consultant carries out for a third party or for the employing organisation 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. Examples of work that fall within this category can be found in Schedule 10 of the Terms and Conditions.

Private Professional Services (also referred to as “private practice”): such services as include:

- the diagnosis or treatment of patients by private arrangement (including such diagnosis or treatment under section 65(2) of the National Health Service Act 1977), excluding fee paying services as described in Schedule 10 of the terms and conditions
- work in the general medical, dental or ophthalmic services under Part II of the National Health Service Act 1977 (except in respect of patients for whom a hospital medical officer is allowed a limited “list”, e.g. Members of the hospital staff).

Professional and Study Leave: professional leave or study leave in relation to professional work including:

- study, usually but not exclusively or necessarily on a course or programme
- research
- teaching
- examining or taking examinations
- visiting clinics and attending professional conferences
- participation in training.

Programmed Activity: a scheduled period, nominally equivalent to four hours, during which a consultant undertakes Contractual and Consequential Services.

Premium Time: any time that falls outside the period 07:00 to 19:00 Monday to Friday, and any time on a Saturday or Sunday, or public holiday.

General Council Conditions: The National Health Service Staff conditions of service of general application as determined by the General Council of the Whitley Councils for the Health Services (Great Britain) as may be amended from time to time, or any provisions which may be agreed by a successor body to the General Council and may reasonably be considered to have replaced the current conditions of service.

Schedule 1 Commencement Of Employment

1. The date from which continuous employment as a consultant begins must be clearly stated in the consultant's contract of employment. In setting this date at paragraph 2 of the contract, NHS organisations should take into account all previous service as a consultant with other NHS employing organisations and any equivalent experience in another EEA Member State. The employing organisation may, at its discretion, take into account service outside the NHS, for example including:
 - service outside the EEA;
 - voluntary service;
 - service in the independent sector;
 - service in HM armed forces.

2. The date from which continuous employment applies for the purposes of the Employment Rights Act 1996 must also be set out in paragraph 2 of the contract of employment. Previous employment with other NHS employing organisations does not count as continuous service for the purposes of the Employment Rights Act 1996 except as provided for under the National Health Service and Community Care Act 1990 or any other statute.

Schedule 2 Associated Duties and Responsibilities

1. A consultant has continuing clinical and professional responsibility for patients admitted under his or her care or, (for consultants in public health medicine) for a local population. It is also the duty of a consultant 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 from time to time 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.
 - maintain professional standards and obligations as set out from time to time by the General Dental Council (GDC) (Dental consultants only).
2. A consultant 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. Consultants shall be expected in the normal run of their duties to deputise for absent consultant or associate specialist colleagues so far as is practicable, even if on occasions this would involve interchange of staff within the same employing organisation. This does not include deputising where an associate specialist colleague is on a rota with doctors in training. When deputising is not practicable, the employing organisation (and not the consultant) shall be responsible for the engagement of a locum tenens, but the consultant shall have the responsibility of bringing the need to the employer's notice. The employing organisation shall assess the number of Programmed Activities required.

Schedule 3 Job Planning

General Principles

1. Job planning will be based on a partnership approach. The clinical manager will prepare a draft job plan, which will then be discussed and agreed with the consultant. Job plans will list all the NHS duties of the consultant, the number of Programmed Activities for which the consultant is contracted and paid, the consultant's objectives and agreed supporting resources.

Job Content

2. The Job Plan will set out all of a consultant's NHS duties and responsibilities and the service to be provided for which the consultant is accountable. The Job Plan will include any duties for other NHS employers. A standard full-time Job Plan will contain ten Programmed Activities. Subject to the provisions in Schedule 7 for recognising work done in Premium Time, a Programmed Activity will have a timetable value of four hours. Programmed Activities may be programmed as blocks of four hours or in half-units of two hours each.
3. The duties and responsibilities set out in a Job Plan will include, as appropriate:
 - Direct Clinical Care duties including on-call work
 - Supporting Professional Activities
 - Additional NHS Responsibilities
 - External Duties
 - Travelling Time as defined in Schedule 12, paragraphs 10-11.

Job Schedule

4. The Job Plan will include a schedule of Programmed Activities setting out how, when and where the consultant's duties and responsibilities will be delivered. It is expected that Programmed Activities will normally take place at a consultant's principal place of work but there will be flexibility to agree off site working where appropriate. The clinical manager will draw up the schedule after full discussion with the consultant, taking into account the consultant's views on resources and priorities and making every effort to reach agreement. .
5. The employer will be responsible for ensuring that a consultant has the facilities, training development and support needed to deliver the commitments in the job plan and will make all reasonable endeavours to ensure that this support conforms with the standards set out in 'Improving Working Lives'.
6. Non emergency work after 7pm and before 7am during weekdays or at weekends will only be scheduled by mutual agreement between the consultant and his or her clinical manager. Consultants will have the right to refuse non-emergency work at such times. Should they do so there will be no detriment in relation to pay progression or any other matter.
7. Where a consultant is required to participate in an on-call rota, the Job Plan will set out the frequency of the rota.

Managerial Responsibilities

8. The Job Plan will set out the consultant's management responsibilities.

Accountability Arrangements

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

Objectives

10. The Job Plan will include appropriate and identified personal objectives that have been agreed between the consultant and his or her clinical manager and will set out the relationship between these personal objectives and local service objectives. Where a consultant works for more than one NHS employer, the lead employer will take account of any objectives agreed with other employers.
11. The nature of a consultant's personal objectives will depend in part on his or her 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.
12. 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.
13. The objectives will set out a mutual understanding of what the consultant 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 consultant's career
 - be agreed on the understanding that delivery of objectives may be affected by changes in circumstances or factors outside the consultant's control, which will be considered at the Job Plan review.

Supporting Resources

14. The consultant and his or her clinical manager will use Job Plan reviews to identify the resources that are likely to be needed to help the consultant carry out his or her Job Plan commitments over the following year and achieve his or her agreed objectives for that year.
15. The consultant and his or her clinical manager will also use Job Plan reviews to identify any potential organisational or systems barriers that may affect the consultant's ability to carry out the Job Plan commitments or to achieve agreed objectives.
16. The Job Plan will set out:
 - agreed supporting resources, which may include facilities, administrative, clerical or secretarial support, office accommodation, IT resources and other forms of support;
 - any action that the consultant and/or employing organisation agree to take to reduce or remove potential organisational or systems barriers.

Job Plan Review

17. The Job Plan will be reviewed annually. The annual review will examine all aspects of the Job Plan and should be used to consider amongst other possible issues:
 - what factors affected the achievement or otherwise of objectives
 - adequacy of resources to meet objectives
 - any possible changes to duties or responsibilities, or the schedule of Programmed Activities
 - ways of improving management of workload
 - the planning and management of the consultant's career.
18. The annual review will be informed by the same information systems that serve the appraisal process and by the outcome of the appraisal discussions.
19. The annual Job Plan review may result in a revised prospective Job Plan.
20. In the case of consultants with more than one NHS employer, a lead employer will normally be designated to conduct the Job Plan review on behalf of all the consultant's employers. The lead employer will take full account of the views of other employers (including for the purposes of Schedule 5) and inform them of the outcome.
21. Following the annual Job Plan review, the clinical manager will report the outcome, via the Medical Director, to the Chief Executive and copied to the consultant, setting out for the purposes of decisions on pay thresholds whether the criteria in Schedule 15 have been met.
22. The consultant and clinical manager may conduct an interim review of the Job Plan where duties, responsibilities, accountability arrangements or objectives have changed or need to change significantly within the year. In particular, in respect of the agreed objectives in the Job Plan, both the consultant and clinical manager will:
 - keep progress against those objectives under review
 - identify to each other any problems in meeting those objectives as they emerge
 - propose an interim Job Plan review if it appears that the objectives may not be achieved for reasons outside the consultant's control.

Resolving Disagreements Over Job Plans

23. The consultant 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 consultant may refer to mediation and, if necessary, appeal as set out in Schedule 4.

Schedule 4 Mediation And Appeals

1. Where it has not been possible to agree a Job Plan, or a consultant disputes a decision that he or she has not met the required criteria for a pay threshold in respect of a given year, a mediation procedure and an appeal procedure are available.

Mediation

2. The consultant, or (in the case of a disputed Job Plan) the clinical manager, may refer the matter to the Medical Director, or to a designated other person if the Medical Director is one of the parties to the initial decision. Where a consultant is employed by more than one NHS organisation, a designated employer will take the lead (in the case of a disputed Job Plan, a lead employer should have already been identified). The purposes of the referral will be to reach agreement if at all possible. The process will be that:
 - the consultant or clinical manager makes the referral in writing within two weeks of the disagreement arising;
 - the party making the referral will set out the nature of the disagreement and his or her position or view on the matter;
 - where the referral is made by the consultant, the clinical manager responsible for the Job Plan review, or (as the case may be) for making the recommendation as to whether the criteria for pay thresholds have been met, will set out the employing organisation's position or view on the matter;
 - where the referral is made by the clinical manager, the consultant will be invited to set out his or her position on the view or matter;
 - the Medical Director or appropriate other person will convene a meeting, normally within four weeks of receipt of the referral, with the consultant and the responsible clinical manager to discuss the disagreement and to hear their views;
 - if agreement is not reached at this meeting, then the Medical Director will decide the matter (in the case of a decision on the Job Plan) or make a recommendation to the Chief Executive (in the case of a decision on whether the criteria for a pay threshold have been met) and inform the consultant and the responsible clinical manager of that decision or recommendation in writing;
 - in the case of a decision on whether the criteria for a pay threshold have been met, the Chief Executive will inform the consultant, the Medical Director and the responsible clinical manager of his or her decision in writing;
 - if the consultant is not satisfied with the outcome, he or she may lodge a formal appeal.

Formal appeal

3. 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.
4. An appeal shall be lodged in writing to the Chief Executive as soon as possible, and in any event within two weeks, after the outcome of the mediation process.

The appeal should set out the points in dispute and the reasons for the appeal. The Chief Executive will, on receipt of a written appeal, convene an appeal panel to meet within four weeks.

5. The membership of the panel will be:
 - a chairman nominated by the employing organisation;
 - a representative nominated by the consultant;
 - a third member chosen from a list of individuals approved by the Strategic Health Authority and the BMA and BDA. The Strategic Health Authority will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised by either the consultant or the employing organisation to the first representative from the list, one alternative representative will be allocated. The list of individuals will be regularly reviewed.

No member of the panel should have previously been involved in the dispute.

6. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party one week before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. Management will present its case first explaining the position on the Job Plan, or the reasons for deciding that the criteria for a pay threshold have not been met.
7. The consultant may present his or her 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.
8. Where the consultant, the employer or the panel requires it, the appeals panel may hear expert advice on matters specific to a speciality.
9. It is expected that the appeal hearing will last no more than one day.
10. The appeal panel will make a recommendation on the matter in dispute in writing to the Board of the employing organisation, normally within two weeks of the appeal having been heard and this will normally be accepted. The consultant should see a copy of the recommendation when it is sent to the Board. The Board will make the final decision and inform the parties in writing.
11. No disputed element of the Job Plan will be implemented until confirmed by the outcome of the appeals process. Any decision that affects the salary or pay of the consultant will have effect from the date on which the consultant referred the matter to mediation or from the time he or she would otherwise have received a change in salary, if earlier.
12. In the case of a job planning appeal from a Medical Director or Director of Public Health, mediation would take place via a suitable individual, for example, a Non-Executive Director.

Schedule 5 Recognition For Emergency Work Arising From On-Call Duties

1. The expected average amount of time that a consultant is likely to spend on unpredictable emergency work each week whilst on-call and directly associated with his or her on-call duties will be treated as counting towards the number of Direct Clinical Care Programmed Activities that the consultant is regarded as undertaking. This will be up to a maximum average of one Programmed Activity per week until 31 March 2005 and a maximum average of two Programmed Activities per week from 1 April 2005.
2. Where the unpredictable emergency work arising from a consultant's on-call duties significantly exceeds the equivalent of two Programmed Activities on average per week, the clinical manager and the consultant will review the position. In exceptional circumstances, the employing organisation may agree additional arrangements with the consultant to recognise work in excess of this limit, either by additional remuneration or time off. The clinical manager and the consultant should also consider whether some of the work is sufficiently regular and predictable to be programmed into the working week on a prospective basis. If no arrangements are made the default position is to trigger a job plan review.
3. The employing organisation will assess with the consultant, on a prospective basis, the number of Programmed Activities that are to be regarded for these purposes as representing the average weekly volume of unpredictable emergency work arising from a consultant's on-call duties during a period of between one and eight weeks. This will be based on a periodic assessment of the average weekly amount of such work over a prior reference period. The consultant will be the key player in the assessment by maintaining records of his/her activities. The employing organisation will agree the reference period with the consultant.
4. Tables 1 and 2 below set out illustrations of the relationship between the average weekly emergency work arising from on-call duties and the number of Programmed Activities 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 7, and from April 2004, an average of three hours of such work per week during Premium Time – constitutes for these purposes one Programmed Activity, up to a maximum of one Programmed Activity until 31 March 2005 and a maximum of two Programmed Activities from 1 April 2005.
5. Table 1 illustrates possible ways of allocating Programmed Activities for these purposes, during the transitional period or where the emergency work in question does not arise during Premium Time.

Table 1

Average emergency work per week likely to arise from on-call duties	Possible allocation of Programmed Activities (PAs)
½ hour	1 PA every 8 weeks, or a half-PA every 4 weeks
1 hour	1 PA every 4 weeks, or a half-PA every 2 weeks
1½ hours	3 PAs every 8 weeks
2 hours	1 PA every 2 weeks, or a half-PA every week
3 hours	3 PAs every 4 weeks

Average emergency work per week likely to arise from on-call duties	Possible allocation of Programmed Activities (PAs)
4 hours	1 PA per week
6 hours	1½ PAs per week, or 3 PAs every 2 weeks
8 hours	2 PAs per week

6. Table 2 illustrates possible ways of allocating Programmed Activities for these purposes, where from April 2004 the emergency work in question arises during Premium Time.

Table 2 – Applicable from 1 April 2004

Average emergency work per week likely to arise during Premium Time from on-call duties	Possible allocation of Programmed Activities (PAs)
½ hour	1 PA every 6 weeks, or a half-PA every 3 weeks
1 hour	1 PA every 3 weeks
1½ hours	1 PA every 2 weeks, or a half-PA per week
2 hours	2 PAs every 3 weeks
3 hours	1 PA per week
4 hours	3 PAs every two weeks
6 hours	2 PAs per week

7. Where on-call work averages less than 30 minutes per week, compensatory time will be deducted from normal Programmed Activities on an ad hoc basis.
8. Where a consultant's on-call duties give rise to a different amount of time spent on unpredictable emergency work than assumed in this prospective assessment, the clinical manager and the consultant will review the position at a Job Plan review and, where appropriate, agree adjustments on a prospective basis. Where this results in a reduction in the level of recognition, the new arrangements will take immediate effect without any period of protection. A whole time consultant has the right to maintain a full time salary. Where such a reduction would otherwise result in a working week of fewer than ten Programmed Activities, the consultant should have the option of accepting other duties to maintain a full time salary. Similar protection will apply to part-timers.

Schedule 6 Extra Programmed Activities And Spare Professional Capacity

1. Where a consultant intends to undertake remunerated clinical work that falls under the definition of Private Professional Services other than such work specified in his or her Job Plan, whether for the NHS, for the independent sector, or for another party, the provisions in this Schedule will apply.
2. Where a consultant intends to undertake such work:
 - the consultant will first consult with his or her clinical manager
 - the employing organisation may, but is not obliged to, offer the consultant the opportunity to carry out under these Terms and Conditions (including the remuneration arrangements contained in these Terms and Conditions) up to one extra Programmed Activity per week on top of the standard commitment set out in his or her contract of employment, subject to the provisions in paragraph 7 for consultants who have previously held a maximum part-time NHS consultant contract
 - additional Programmed Activities may be offered on a fixed basis, but where possible the employing organisation will offer them on a mutually agreed annualised basis. Where consultants prospectively agree to extra Programmed Activities these will be remunerated;
 - where possible, the employing organisation will put any such offer to the consultant at the annual Job Plan review but, unless the employing organisation and consultant agree otherwise, no fewer than three months in advance of the start of the proposed extra Programmed Activities, or six months in advance where the work would mean the consultant has to re-schedule external commitments;
 - there will be a minimum notice period of three months for termination of these additional activities. If a consultant ceases to undertake Private Professional Services, he/she may relinquish the additional Programmed Activity subject to a similar notice period;
 - the employing organisation will give all clinically appropriate consultants an equal opportunity to express an interest in undertaking these additional activities. Any offer or acceptance should be made in writing;
 - full-time consultants who are currently working the equivalent of 11 or more Programmed Activities and agree with their clinical manager that the same level of activity should form part of their Job Plan under the new contract will not be expected to offer any additional work on top of this;
 - part-time consultants who wish to use some of their non-NHS time to do private practice will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
3. If a consultant declines the opportunity to take up additional Programmed Activities that are offered in line with the provisions above, and the consultant subsequently undertakes remunerated clinical work as defined above, this will constitute one of the grounds for deferring a pay threshold in respect of the year in question. If another consultant in the group accepts the work, there will be no impact on pay progression for any consultant in the group.

4. Where a consultant works for more than one NHS employer, the employers concerned may each offer additional Programmed Activities, but the consultant will not be expected to undertake on average any more than one Programmed Activity per week to meet the relevant criterion for pay thresholds. The job planning process should be used to agree for which employing organisation any additional Programmed Activities should be undertaken.
5. Should there be any significant increase in the time a part-time consultant working between seven and nine Programmed Activities devotes to Private Professional Services, the consultant will notify the employing organisation and the consultant and employing organisation may review the number of Programmed Activities in the consultant's Job Plan.
6. The provisions in this Schedule are without prejudice to the possibility that the consultant and employing organisation may wish to agree extra programmed activities up to the maximum level consistent with the Working Time Regulations.

Transitional Provisions

7. For the first year under these Terms and Conditions (2003/04), the number of extra Programmed Activities that the employing organisation may offer, for the purposes of the provisions above, to consultants who have previously held a maximum part-time NHS consultant contract will not exceed an average of one extra Programmed Activity every three weeks. For the second year under these Terms and Conditions (2004/05), the number will not exceed an average of one extra Programmed Activity every two weeks. As provided by paragraph 6 above, this does not preclude the possibility of arranging additional Programmed Activities by mutual agreement.

Schedule 7 Premium Time

1. From 1 April 2004, the following provisions will apply to recognise the unsocial nature of work done in Premium Time and the flexibility required of consultants who work at these times as part of a more varied overall working pattern.

Scheduled Work

2. For each Programmed Activity scheduled during Premium Time there will be a reduction in the timetable value of the Programmed Activity itself to three hours or a reduction in the timetable value of another Programmed Activity by one hour, subject to a maximum reduction of three hours per week.
3. If, by mutual agreement, a Programmed Activity in Premium Time lasts for four hours or more, an equivalent enhancement to payment may be agreed.
4. Where a Programmed Activity falls only partly in Premium Time, the reduction in the timetable value of this or another Programmed Activity will be on an appropriate pro rata basis. If an enhancement to payment is made this will be applied to the proportion of the Programmed Activity falling within Premium Time.

Unpredictable Emergency Work Arising From On-Call Duties

5. In assessing the number of Programmed Activities needed to recognise unpredictable emergency work arising from on-call duties under the provisions in Schedule 5, the employing organisation will treat three hours of unpredictable emergency work done in Premium Time as equivalent to one Programmed Activity. The provisions of paragraph 3 may also apply.

Work in Premium Time Exceeding Three Programmed Activities Per Week

6. The foregoing provisions are designed to cover situations where work in Premium Time is up to the equivalent of three Programmed Activities per week on average. Where work during Premium Time exceeds this average, the employing organisation and the consultant will agree appropriate arrangements.

Schedule 8 On-Call Rotas

Duty To Be Contactable

1. Subject to the following provisions, the consultant must ensure that there are clear and effective arrangements so that the employing organisation can contact him or her immediately at any time during a period when he or she is on-call.
2. The only exception to this requirement is where a consultant's on-call duties have been assessed as falling within category B described in Schedule 16 and the employing organisation and the consultant have agreed in advance that the consultant may arrange short intervals during an on-call period during which it will not be possible for him or her to be contacted straight away. In these circumstances, the consultant must ensure that:
 - the intervals in question have been agreed with the employing organisation in advance and clearly recorded;
 - there are arrangements for messages to be taken if the employing organisation contacts the consultant during such an interval;
 - the consultant can and does respond immediately after such an interval.

High Frequency Rotas

3. Where a consultant or consultants are on a rota of 1 in 4 or more frequent, the employing organisation will review at least annually the reasons for this rota and for its high frequency and take any practicable steps to reduce the need for high-frequency rotas of this kind. The views of consultants will be taken into account.
4. Where unusually a consultant is asked to be resident at the hospital or other place of work during his or her on-call period, appropriate arrangements may be agreed locally. A consultant will only be resident during an on-call period by mutual agreement.

Private Professional Services and Fee Paying Services

5. Subject to the following provisions, a consultant will not undertake Private Professional Services or Fee Paying Services when on on-call duty. The exceptions to this rule are where:
 - the consultant's rota frequency is 1 in 4 or more frequent, his or her on-call duties have been assessed as falling within the category B described in Schedule 16, and the employing organisation has given prior approval for undertaking specified Private Professional Services or Fee Paying Services;
 - the consultant has to provide emergency treatment or essential continuing treatment for a private patient. If the consultant finds that such work regularly impacts on his or her NHS commitments, he or she will make alternative arrangements to provide emergency cover for private patients.

Schedule 9 Provisions Governing The Relationship Between NHS Work, Private Practice And Fee Paying Services

1. This Schedule should be read in conjunction with the 'Code of Conduct for Private Practice', which sets out standards of best practice governing the relationship between NHS work, private practice and fee paying services.
2. The consultant is responsible for ensuring that the provision of Private Professional Services or Fee Paying Services for other organisations does not:
 - result in detriment of NHS patients or services;
 - diminish the public resources that are available for the NHS.

Disclosure of Information about Private Commitments

3. The consultant will inform his or her clinical manager of any regular commitments in respect of Private Professional Services or Fee Paying Services. This information will include the planned location, timing and broad type of work involved.
4. The consultant will disclose this information at least annually as part of the Job Plan Review . The consultant will provide information in advance about any significant changes to this information.

Scheduling of Work and Job Planning

5. Where there would otherwise be a conflict or potential conflict of interest, NHS commitments must take precedence over private work. Subject to paragraphs 10 and 11 below, the consultant is responsible for ensuring that private commitments do not conflict with Programmed Activities.
6. Regular private commitments must be noted in the Job Plan.
7. Circumstances may also arise in which a consultant needs to provide emergency treatment for private patients during time when he or she is scheduled to be undertaking Programmed Activities. The consultant will make alternative arrangements to provide cover if emergency work of this kind regularly impacts on the delivery of Programmed Activities.
8. The consultant should ensure that there are arrangements in place, such that there can be no significant risk of private commitments disrupting NHS commitments, e.g. by causing NHS activities to begin late or to be cancelled. In particular where a consultant is providing private services that are likely to result in the occurrence of emergency work, he or she should ensure that there is sufficient time before the scheduled start of Programmed Activities for such emergency work to be carried out.
9. Where the employing organisation has proposed a change to the scheduling of a consultant's NHS work, it will allow the consultant a reasonable period in line with Schedule 6, paragraph 2 to rearrange any private commitments. The employing organisation will take into account any binding commitments that the consultant may have entered into (e.g. leases). Should a consultant wish to reschedule private commitments to a time that would conflict with Programmed

Activities, he or she should raise the matter with the clinical manager at the earliest opportunity.

Scheduling Private Commitments Whilst On-Call

10. The consultant will comply with the provisions in Schedule 8, paragraph 5 of these Terms and Conditions.
11. In addition, where a consultant is asked to provide emergency cover for a colleague at short notice and the consultant has previously arranged private commitments at the same time, the consultant should only agree to do so if those commitments would not prevent him or her returning to the relevant NHS site at short notice to attend an emergency. If the consultant is unable to provide cover at short notice it will be the employing organisation's responsibility to make alternative arrangements.

Use of NHS Facilities and Staff

12. Except with the employing organisation's prior agreement, a consultant may not use NHS facilities or NHS staff for the provision of Private Professional Services or Fee Paying Services for other organisations.
13. The employing organisation has discretion to allow the use of its facilities and will make it clear which facilities a consultant is permitted to use for private purposes and to what extent.
14. Should a consultant, with the employing organisation's permission, undertake Private Professional Services or Fee Paying Services in any of the employing organisation's facilities, the consultant should observe the relevant provisions in the 'Code of Conduct for Private Practice'.
15. Where a patient pays privately for a procedure that takes place in the employing organisation's facilities, that procedure should take place at a time that does not impact on normal services for NHS patients. Except in emergencies, such procedures should occur only where the patient has given a signed undertaking to pay any charges (or an undertaking has been given on the patient's behalf) in accordance with the employing organisation's procedures.
16. Private patients should normally be seen separately from scheduled NHS patients. Only in unforeseen and clinically justified circumstances should a consultant cancel or delay a NHS patient's treatment to make way for his or her private patient.
17. Where the employing organisation agrees that NHS staff may assist a consultant in providing Private Professional Services, or provide private services on the consultant's behalf, it is the consultant's responsibility to ensure that these staff are aware that the patient has private status.
18. The consultant has an obligation to ensure, in accordance with the employing organisation's procedures, that any patient whom the consultant admits to the employing organisation's facilities is identified as private and that the responsible manager is aware of that patient's status.
19. The consultant will comply with the employing organisation's policies and procedures for private practice.

Patient Enquiries about Private Treatment

20. Where, in the course of his or her duties, a consultant is approached by a patient and asked about the provision of Private Professional Services, the consultant may provide only such standard advice as has been agreed with the employing organisation for such circumstances.
21. The consultant will not during the course of his or her Programmed Activities make arrangements to provide Private Professional Services, nor ask any other member of staff to make such arrangements on his or her behalf, unless the patient is to be treated as a private patient of the employing organisation.
22. In the course of his/her Programmed Activities, a consultant should not initiate discussions about providing Private Professional Services for NHS patients, nor should the consultant ask other staff to initiate such discussions on his or her behalf.
23. Where a NHS patient seeks information about the availability, or waiting times, for NHS services and/or Private Professional Services, the consultant is responsible for ensuring that any information he or she provides, or arranges for other staff to provide on his or her behalf is accurate and up-to-date.

Promoting Improved Patient Access to NHS Care

24. Subject to clinical considerations, the consultant is expected to contribute as fully as possible to reducing waiting times and improving access and choice for NHS patients. This should include ensuring that patients are given the opportunity to be treated by other NHS colleagues or by other providers where this will reduce their waiting time and facilitating the transfer of such patients.

Increasing NHS Capacity

25. The consultant will make all reasonable efforts to support initiatives to increase NHS capacity, including appointment of additional medical staff and changes to ways of working.

Schedule 10 Fee Paying Services

1. Fee Paying Services are services that are not part of Contractual or Consequential Services and not reasonably incidental to them. Fee Paying Services include:
 - a. work on a person referred by a Medical Adviser of the Department for Work and Pensions, or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by an Agency of the Department for Work and Pensions;
 - b. work for the Criminal Injuries Compensation Board, when a special examination is required or an appreciable amount of work is involved in making extracts from case notes;
 - c. work required by a patient or interested third party to serve the interests of the person, his or her employer or other third party, in such non-clinical contexts as insurance, 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);
 - d. work required for life insurance purposes;
 - e. work on prospective emigrants including X-ray examinations and blood tests;
 - f. work on persons in connection with legal actions other than reports which are incidental to the consultant's Contractual and Consequential Duties, or where the consultant is giving evidence on the consultant's own behalf or on the employing organisation's behalf in connection with a case in which the consultant is professionally concerned;
 - g. work for coroners, as well as attendance at coroners' courts as medical witnesses;
 - h. work requested by the courts on the medical condition of an offender or defendant and attendance at court hearings as medical witnesses, otherwise than in the circumstances referred to above;
 - i. work on a person referred by a medical examiner of HM Armed Forces Recruiting Organisation;
 - j. 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 the employing organisation by specific regulation or a voluntary undertaking by the employing organisation in pursuance of its general liability to protect the health of its workforce;
 - k. occupational health services provided under contract to other NHS, independent or public sector employers;
 - l. 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;
 - m. 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;

- n. examinations and recommendations under Part II of the Mental Health Act 1983 (except where the patient is an in-patient), where it follows examination 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 hospital where the patient is examined; 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 a NHS organisation;
 - o. services performed by members of hospital medical staffs for government departments as members of medical boards;
 - p. work undertaken on behalf of the Employment Medical Advisory Service in connection with research/survey work, 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);
 - q. completion of Form B (Certificate of Medical Attendant) and Form C (Confirmatory Medical Certificate) of the cremation certificates;
 - r. examinations and reports including visits to prison required by the Prison Service which do not fall within the consultant's Contractual and Consequential Services and which are not covered by separate contractual arrangements with the Prison Service;
 - s. examination of blind or partially-sighted persons for the completion of form BD8, 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
2. Fee Paying Services may also include work undertaken by public health consultants, including services to a local or public authority of a kind not provided by the NHS, such as:
- a. work as a medical referee (or deputy) to a cremation authority and signing confirmatory cremation certificates;
 - b. medical examination in relation to staff health schemes of local authorities and fire and police authorities;
 - c. lectures to other than NHS staff;
 - d. medical advice in a specialised field of communicable disease control;
 - e. work for water authorities, including medical examinations in relation to staff health schemes;
 - f. attendance as a witness in court;
 - g. medical examinations and reports for commercial purposes, e.g. certificates of hygiene on goods to be exported or reports for insurance companies;
 - h. advice to organisations on matters on which the consultant is acknowledged to be an expert;
 - i. examinations and recommendations under Part II of the Mental Health Act 1983.

Schedule 11 Principles Governing Receipt Of Additional Fees

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

This list is not exhaustive and as a general principle, work undertaken during Programmed Activities will not attract additional fees.

2. Services for which the consultant can retain any fee that is paid:
 - Fee Paying Services carried out in the consultant's own time, or during annual or unpaid leave;
 - Fee Paying Services carried out during the consultant's Programmed Activities that involve minimal disruption to NHS work and which the employing organisation agrees can be done in NHS time without the employer collecting the fee;
 - domiciliary consultations undertaken in the consultant's own time, though it is expected that such consultations will normally be scheduled as part of Programmed Activities;¹
 - Private Professional Services undertaken in the employing organisation's facilities and with the employing organisation's agreement during the consultant's own time or during annual or unpaid leave;
 - Private Professional Services undertaken in other facilities during the consultant's own time, or during annual or unpaid leave;
 - lectures and teaching that are not part of the consultant's clinical duties and are undertaken in the consultant's own time or during annual or unpaid leave.

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

¹ And only for a visit to the patient's home at the request of a general practitioner and normally in his or her company to advise on the diagnosis or treatment of a patient who on medical grounds cannot attend hospital.

Schedule 12 Other Conditions of Employment

Outside Employment and Financial Interests

1. A consultant must declare:
 - any financial interest or relationship with an external organisation he or she may have which may conflict with the policies, business activity and decisions of the employing organisation; and/or
 - any financial or pecuniary advantage he or she may gain whether directly or indirectly as a result of a privileged position within the employing organisation.

Private Residence

2. A consultant is required to reside within a distance of 30 minutes or ten miles by road from their principal place of work unless an employing organisation agrees that they may reside at a greater distance.
3. A consultant must be contactable by telephone.

Health Assessment

4. Consultants are required to notify their clinical manager as soon as possible of any illness, disease or condition, which prevents them from undertaking their duties.
5. The employer may at any time require a consultant who is unable to perform his or her duties as a consequence of illness to submit to an examination by the organisation's occupational health services.

Research

6. All research must be managed in accordance with the requirements of the Department of Health Research Governance Framework. Consultants must comply with all reporting requirements, systems and duties of action put in place by the employing organisation to deliver research governance. Consultants must also comply with the GMC guidance 'Good Practice in Research' as from time to time amended.

Publications

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

Confidentiality

8. A consultant has an obligation not to disclose any information of a confidential nature concerning patients, employees, contractors or the confidential business of the organisation.

Public Interest Disclosure

9. Should a consultant have cause for genuine concern about an issue (including one that would normally be subject to the above paragraph) and believes that disclosure would be in the public interest, he or she should have a right to speak out and be afforded statutory protection and should follow local procedures² for disclosure of information in the public interest.

² As required under the Public Interest Disclosure Act 1998 (PIDA).

Travelling Time

10. Where consultants are expected to spend time on more than one site during the course of a day, travelling time to and from their main base to other sites will be included as working time.

11. Travel to and from work for NHS emergencies, and 'excess travel' will count as working time. 'Excess travel' is defined as time spent travelling between home and a working site other than the consultant's main place of work, after deducting the time normally spent travelling between home and main place of work. Employers and consultants may need to agree arrangements for dealing with more complex working days. Travelling time between a consultant's main place of work and home or private practice premises will not be regarded as part of working time.

Schedule 13 Basic Salary And Payment For Additional Programmed Activities For Consultants Appointed Before 31 October 2003

1. This Schedule applies to those whose first appointment as a NHS consultant is before 31 October 2003. Schedule 14 applies to those whose first appointment as a NHS consultant is on or after 31 October 2003. For the purposes of determining whether this Schedule or Schedule 14 applies, the date of appointment will be regarded as the date on which the consultant post was offered.

Date of Transfer

2. Where a consultant subject to this Schedule has given a formal commitment to the new contract by 31 October 2003, pay increases under the new contract will be backdated to 1 April 2003. Where a consultant has given a formal commitment to the new contract between 31 October 2003 and 31 March 2004, pay increases will be backdated by three months from the date on which the commitment was given. In each case, backdating will be conditional upon a job plan being agreed within three months, except where this deadline is not met for reasons beyond the consultant's control. Consultants may choose any shorter period of backdating if they so wish. Where a consultant gives a commitment to the contract after 1 April 2004, there will be no backdating. A formal commitment for these purposes is not legally binding, but consultants are expected to enter into such a commitment in good faith and in the full expectation of taking up the new contract.
3. For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of transfer to these Terms and Conditions of Service, subject to being continuously employed in the NHS. For consultants who give a formal commitment to the new contract before 1 April 2004 and who therefore receive backdated increases in pay, the date of transfer will be regarded as the date to which increases in pay are backdated. For other consultants subject to this Schedule, the date of transfer will be the date on which the consultant first starts work under these Terms and Conditions.

Annual Pay Uplift

4. All the rates of pay set out in this Schedule are at 2003/04 rates. The rates will be uplifted annually on 1 April. The rates will be increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April 2005 subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Thereafter, the rates of uplift will be agreed following the recommendations of the DDRB.

Definition of Seniority

5. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a consultant's seniority (see Tables 1 and 2 below). For these purposes, seniority is to be measured as the sum of the number of whole years completed as an NHS consultant, plus the point on the salary scale when appointed (on a scale of 1 to 5), plus any additional credited seniority (in whole years) to reflect non-NHS consultant level experience or flexible training (see below).

6. The employing organisation will credit appropriate additional seniority to reflect any consultant level experience gained outwith the NHS consultant system, taking care to ensure that there is no double counting of this and any additional seniority granted at appointment by way of a higher point on the salary scale.
7. Where a consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, credit appropriate additional seniority to ensure that the consultant is not prevented from reaching the pay threshold they would have attained had they trained on a full time or single qualification basis (e.g. training extended by two years counts as the equivalent of two years' seniority as a consultant on first appointment as a consultant). See separate guidance on part time contracts.

Locums

8. A locum in post for a period of six months will become subject to the Job Planning process. When a locum consultant has entered into the Job Planning process, he or she will become entitled to pay progression (subject to the criteria in Schedule 15 being met) from the start of the appointment.

Basic Pay on Commencement

9. On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:
 - for full-time consultants who have previously held a whole-time NHS consultant contract be as set out in Table 1;
 - for full-time consultants who have previously held a maximum part-time NHS consultant contract be subject to the provisions in paragraph 17 below;
 - for part-time consultants be pro rata to the levels set out in Table 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the standard ten Programmed Activities for full-time consultants.

Table 1: Salary on Commencement

Level of seniority (years)	Salary on commencement (full-time) (2003/04)	Payment for one additional Programmed Activity	Annual Payment for one additional Programmed Activity per week
1	£65,035	£125	£6,503
2	£65,550	£126	£6,555
3	£66,065	£127	£6,606
4	£66,585	£128	£6,658
5	£71,230	£137	£7,123
6	£72,260	£139	£7,226
7-29	£73,290	£141	£7,329
30+	£78,195	£150	£7,820

10. Where a consultant holds discretionary points or a local clinical excellence award, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Table 1. Where a consultant holds a distinction award or a higher clinical excellence award, the pro rata increase in the payment for an additional Programmed Activity will be based on

the maximum level of discretionary points or local clinical excellence awards as the case may be.

Pay Protection

11. There will be no financial detriment to any consultants for whom the combined total of their basic pay (as calculated under Table 1) and any on-call availability supplement (as assessed under the provisions in Schedule 16) would otherwise be less than the combined total of their basic pay and any intensity supplement under their previous NHS contract and terms and conditions. For consultants transferring to these Terms and Conditions in 2003/04, there will be full protection for one year, i.e. taking account of annual pay uplift for 2004/05 for consultants on the previous national terms and conditions. After this date, protection will be on a mark-time basis (i.e. until the new salary exceeds the salary at the point of transfer).
12. This is provided the consultant continues to undertake the same level of duties and responsibilities and on-call commitments and remains employed by the same NHS organisation or equivalent successor organisation.

Pay Thresholds

13. Consultants will become eligible for pay thresholds at the intervals set out in Table 2 on the anniversary of transfer to the contract (see paragraph 3 above).
14. The value of pay thresholds for full-time consultants who have previously held a whole-time NHS consultant contract will be as set out in Table 2.
15. The value of pay thresholds for part-time consultants will be pro rata to the levels in Table 2, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten minimum required Programmed Activities for full-time consultants.
16. The value of pay thresholds for full-time consultants who have previously held a maximum part-time NHS consultant contract will be as set out in paragraph 17 below.

Former Maximum Part-Time Consultants

17. The basic salary for full-time consultants who have previously held a maximum part-time NHS consultant contract will be:
 - in the first year under these Terms and Conditions (2003/04), their previous level of salary (including the annual pay uplift to which they would have been entitled had they remained on that contract) plus a third of the difference between this and the level of salary to which they would be entitled – as set out in Table 1 – if they had previously held a whole time or part-time NHS consultant contract;
 - in the second year under these Terms and Conditions (2004/05), their previous level of salary (including the annual pay uplifts to which they would have been entitled had they remained on that contract) plus two-thirds of the difference between this and the level of salary to which they would be entitled – as set out in Table 1 or Table 2 as the case may be – if they had previously held a whole time or part-time NHS consultant contract

- in the third and subsequent years under these Terms and Conditions, the same level of salary as is applicable for any consultant who has previously held a whole time or part-time NHS consultant contract.

Table 2: Seniority and Thresholds

Seniority	Pay Threshold	Salary for consultants who receive pay threshold (full-time) (2003/04)	Number of years' service before eligibility for threshold (since previous threshold)
30+	7	£83,100	One year
	8	£88,000	One year
21-29	6	£78,195	One year
	7	£83,100	One year
	8	£88,000	One year
20	6	£78,195	One year
	7	£83,100	Two years
	8	£88,000	One year
19	6	£78,195	One year
	7	£83,100	Two years
	8	£88,000	Two years
18	6	£78,195	Two years
	7	£83,100	One year
	8	£88,000	Two years
17	6	£78,195	Two years
	7	£83,100	Two years
	8	£88,000	Two years
16	6	£78,195	Three years
	7	£83,100	One year
	8	£88,000	Three years
15	6	£78,195	Three years
	7	£83,100	One year
	8	£88,000	Four years
14	6	£78,195	Three years
	7	£83,100	Two years
	8	£88,000	Four years
13	6	£78,195	Three years
	7	£83,100	Two years
	8	£88,000	Five years
12	6	£78,195	Three years
	7	£83,100	Three years
	8	£88,000	Five years
11	6	£78,195	Four years
	7	£83,100	Three years
	8	£88,000	Five years
10	6	£78,195	Four years
	7	£83,100	Four years
	8	£88,000	Five years
9	6	£78,195	Four years
	7	£83,100	Five years
	8	£88,000	Five years
8	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	Five years

Seniority	Pay Threshold	Salary for consultants who receive pay threshold (full-time) (2003/04)	Number of years' service before eligibility for threshold (since previous threshold)
7	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	Five years
6	5	£73,290	One year
	6	£78,195	Four years
	7	£83,100	Five years
	8	£88,000	Five years
5	4	£72,260	One year
	5	£73,290	One year
	6	£78,195	Four years
	7	£83,100	Five years
	8	£88,000	Five years
4	3	£69,165	One year
	4	£71,230	One year
	5	£73,290	One year
	6	£78,195	Three years
	7	£83,100	Five years
	8	£88,000	Five years
3	*	£68,130	One year
	4	£71,230	One year
	5	£73,290	One year
	6	£78,195	Four years
	7	£83,100	Five years
	8	£88,000	Five years
	2	2	£67,100
4		£71,230	One year
5		£73,290	One year
6		£78,195	Five years
7		£83,100	Five years
8		£88,000	Five years
1	*	£66,065	One year
	3	£69,165	One year
	4	£71,230	One year
	5	£73,290	One year
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	Five years

* For consultants with seniority of 1 or 3 years on transition, the first pay threshold is for transitional purposes.

Schedule 14 Basic Salary And Payment For Additional Programmed Activities For Consultants Appointed After 31 October 2003

1. This Schedule applies to all those whose first appointment as a NHS consultant is on or after 31 October 2003. For these purposes, the date of appointment will be regarded as the date on which the consultant post was offered.
2. For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of appointment, subject to being continuously employed in the NHS. For these purposes, the date of appointment will be regarded as the date on which the consultant first started work as a consultant subject to these Terms and Conditions.

Annual Pay Uplift

3. All the rates of pay set out in this Schedule are at 2003/04 rates. The rates will be uplifted annually on 1 April. The rates will be increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Thereafter, the rates of uplift will be agreed following the recommendations of the DDRB..

Basic Pay and Pay Thresholds

4. On commencement, basic salary – and payments for any additional Programmed Activities – will be the first of the thresholds set out in Table 1 below, subject to paragraphs 5 and 6 below.
5. Basic salary on commencement will be set at a higher threshold to reflect any consultant-level experience that a consultant has gained before his or her first appointment as a NHS consultant.
6. Where a consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, set basic salary on commencement at a higher threshold to ensure that the consultant is not prevented from reaching the pay threshold they would have attained had they trained on a full time or single qualification basis (e.g. training extended by two years counts as the equivalent of two years' consultant service where a consultant would not otherwise be able to reach the same pay threshold).

Table 1: Pay Thresholds

Threshold	Period before eligibility for threshold	Basic salary (full-time) (2003/04)	Payment for one additional Programmed Activity	Annual payment for one additional Programmed Activity per week
1	N/A (normal starting salary)	£65,035	£125	£6,503
2	One year	£67,100	£129	£6,710
3	One year	£69,165	£133	£6,916
4	One year	£71,230	£137	£7,123
5	One year	£73,290	£141	£7,329
6	Five years	£78,195	£150	£7,820
7	Five years	£83,100	£160	£8,310
8	Five years	£88,000	£169	£8,800

7. Consultants will become eligible for additional pay thresholds at the intervals set out in Table 1 above on the anniversary of appointment (see paragraph 2 above).
8. The value of pay thresholds for part-time consultants will be pro rata to the levels in Table 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten standard Programmed Activities for full-time consultants.
9. Where a consultant holds a local clinical excellence award, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Table 1. Where a consultant holds a higher clinical excellence award, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of local clinical excellence awards.

Schedule 15 Pay Thresholds

Criteria for Pay Thresholds

1. Following the annual Job Plan review, the clinical manager who has conducted the Job Plan review will report the outcome, via the Medical Director, to the Chief Executive and copied to the consultant and the Chief Executive of any other NHS organisation with which the consultant holds a contract of employment, setting out for the purposes of decisions on pay thresholds whether the consultant has:
 - made every reasonable effort to meet the time and service commitments in the Job Plan;
 - participated satisfactorily in the appraisal process;
 - participated satisfactorily in reviewing the Job Plan and setting personal objectives;
 - met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the consultant's control, made every reasonable effort to do so;
 - worked towards any changes identified in the last Job Plan review as being necessary to support achievement of the employing organisation's objectives;
 - taken up any offer to undertake additional Programmed Activities that the employing organisation has made to the consultant in accordance with Schedule 6 of these Terms and Conditions;
 - met the standards of conduct governing the relationship between private practice and NHS commitments set out in Schedule 9.
2. The Chief Executive, informed by the Medical Director's recommendation, will subsequently decide each year whether the consultant has met the criteria.
3. Where one or more of the criteria are not achieved in any year, the Chief Executive will have the discretion to decide where appropriate, for instance because of personal illness, that the consultant should nonetheless be regarded as having met the criteria for that year.
4. Consultants should not be penalised if objectives have not been met for reasons beyond their control. Employers and consultants will be expected to identify problems (affecting the likelihood of meeting objectives) as they emerge, rather than wait until the job plan review.
5. It will be the norm for consultants to achieve pay progression. Pay progression may only be deferred where the consultant has not met the specified criteria at paragraph 1 of this Schedule. Employing organisations cannot introduce any new criteria. For instance, pay progression cannot be withheld or delayed on the grounds of the employing organisation's financial position. Nor would it be acceptable for NHS organisations to use any system of quotas for pay progression.
6. A consultant has the right of appeal against a decision by the Chief Executive that he or she has not met the criteria in respect of any given year. In the event of an appeal, it will be the responsibility of the employing organisation to show

why this decision was taken. The appeal process is at Schedule 4 of the Terms and Conditions.

Process For Award Of Pay Thresholds

7. When a consultant becomes eligible for a pay threshold by virtue of fulfilling the required number of years' service in Schedule 13 or Schedule 14 of the Terms and Conditions, he or she will receive that pay threshold provided that the Chief Executive agrees that they have met the criteria above in each year since the award of the previous threshold or, in the case of a consultant's first pay threshold, since the commencement of a contract subject to these terms and conditions.

8. Where the Chief Executive has decided in any one year that a consultant has not met the necessary criteria, the employing organisation will defer the award of the appropriate pay threshold for one year beyond the date on which they would otherwise have received the threshold. Provided the Chief Executive decides that a consultant has met the criteria in the intervening year, he or she will receive that pay threshold from the start of the following year.

Schedule 16 Pay Supplements

On-Call Availability Supplement

1. If a consultant is required to participate in an on-call rota, he or she will be paid a supplement in addition to basic salary in respect of his or her availability to work during on-call periods. The supplement will be paid at the appropriate rate set out in Table 1 below.
2. The level of supplement will depend on the consultant's rota frequency and the category of the consultant's on-call duties. The consultant's rota frequency for these purposes will be determined by reference to the number of consultants on the relevant rota and without regard to any alternative arrangements that the consultant may make with colleagues to provide on-call cover.
3. The employing organisation will determine the category of the consultant's on-call duties for these purposes by making a prospective assessment of the typical nature of the response that the consultant 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 consultant typically receives whilst on-call. The two categories are:
 - Category A: this applies where the consultant 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;
 - Category B: this applies where the consultant can typically respond by giving telephone advice and/or by returning to work later.
4. Where there is a change to the consultant's rota frequency or the categorisation of the consultant's on-call duties, the level of the supplement will be amended on a prospective basis. Where this results in a reduction in the level of supplement, there will not be any protection arrangements in relation to previous entitlements. The consultant is entitled to challenge any changes to the assessment of on-call duties through the Job Planning process.
5. The supplement does not alter the amount of basic salary for any other purpose or calculation.

Table 1

Frequency of Rota Commitment	Value of supplement as a percentage of full-time basic salary	
	Category A	Category B
High Frequency: 1 in 1 to 1 in 4	8.0%	3.0%
Medium Frequency: 1 in 5 to 1 in 8	5.0%	2.0%
Low Frequency: 1 in 9 or less frequent	3.0%	1.0%

6. Basic salary, for these purposes, will include pay thresholds. It will exclude any discretionary points, distinction awards, London Weighting allowance, on-call availability supplement, recruitment or retention premium, and any other fees, allowances or supplements.

7. Part-time consultants will receive the appropriate percentage of the equivalent full-time salary, provided their responsibilities when on-call are the same as those of full-time consultants on the same rota.

London Weighting Allowance

8. Consultants whose place of work (i.e. where his or her principal duties lie) is within the boundaries of the former health authorities designated by paragraph 5, or in one of the units designated by paragraph 10, of section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London weighting at the rate specified from time to time in letters advising national rates of pay.
9. Consultants whose place of work (i.e. where his or her principal duties lie) is within the boundaries of the former health authorities designated by paragraph 12 of section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London Weighting at the rate for the 'Fringe Zone' specified from time to time in letters advising national rates of pay, unless he or she is employed at a unit described in paragraph 8 above.
10. A reduced rate of allowance is payable to resident staff who receive free accommodation.
11. Part time consultants shall receive the appropriate proportion of London Weighting.

Recruitment and Retention Premia

12. An employing organisation may under certain circumstances decide to award a recruitment or a retention premium in addition to basic salary. This may be paid either as a single sum, or on recurrent basis but for a time-limited period. If the latter, the period in question will not typically last for more than four years.
13. Employing organisations will determine the value of any such premium and may adjust its value from time to time to take account of changing circumstances. The value of the premium will not typically exceed 30 per cent of the normal starting salary for a consultant post.
14. Before making such an award, employing organisations will:
 - set out evidence of difficulties in recruiting and retaining consultants in the particular specialty, or post in question;
 - set out evidence that they have adequately considered and tried non-pay solutions to such difficulties;
 - consult with other NHS employing organisations and other appropriate bodies such as the Strategic Health Authority for the area in question.

Other Payments and Allowances

15. A consultant may be entitled to certain other payments and allowances at the discretion of the employing authority.

Directors of Public Health

16. Directors of Public Health will be entitled to supplements in addition to basic salary (in line with the provisions in Schedule 13 or Schedule 14) within the range as specified from time to time in letters advising national rates of pay. These supplements will depend on the band within which their post falls and

the weight of the post as assessed by their employing organisation. Band A applies to regional posts, irrespective of population. The definition of the relevant bands is set out below:

Band A: Director of Public Health – Regional Posts

Band B: Director of Public Health – population over 450,000

Band C: Director of Public Health – population 250,000 - 449,999

Band D: Director of Public Health – population 50,000 - 249,999

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

Schedule 17 Pension Arrangements

1. The consultant will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 1995 (as amended). The Scheme is a final salary scheme with benefits based on the best of the last three years pensionable pay.
2. The following will be pensionable in the NHS Pension Scheme:
 - the consultant's basic salary (up to ten Programmed Activities), including pay thresholds;
 - enhancements to basic salary by way of any discretionary points, distinction awards or clinical excellence awards;
 - any on-call availability supplement;
 - any London Weighting Allowance; and
 - fees for domiciliary visits not undertaken during Programmed Activities.
3. The following will not be pensionable in the NHS Pension Scheme:
 - travelling, subsistence, and other expenses paid as a consequence of the consultant's work for the employing organisation or the wider NHS;
 - any recruitment or retention premium;
 - any payments for additional Programmed Activities; and
 - any payments for work the consultant undertakes for Local Authorities, subject to local agreements to the contrary.

Employment after Retirement

4. Once a consultant has retired, and taken his or her NHS pension benefits, any salary paid to the consultant in any re-employment will not be pensionable in the NHS Pension Scheme.

Removal or Downgrading of a Distinction Award or Clinical Excellence Award

5. If a distinction award or clinical excellence award is removed or downgraded, the consultant will normally continue to be paid the value of the award he or she received at the time this decision was made. This will be taken into account in the calculation of the consultant's pension in the normal way.
6. In exceptional circumstances, a consultant may lose the value of the award as well as the award itself. This may affect the value of the consultant's pension depending on the date on which this deduction was made.

Mental Health Officer status

7. There will be no effect on the Mental Health Officer status of consultants transferring to these terms of service.

Schedule 18 Leave And Public Holidays

A. Annual Leave And Public Holidays

Annual Leave

1. Consultants are entitled to annual leave at the following rates per year, exclusive of public holidays and extra statutory days:

Year	Number of Years of Completed Service as a Consultant	
	Up to Seven Years	Seven Or More Years
Until 31 March 2004	Six weeks	Six weeks
1 April 2004 – 31 March 2005	Six weeks	Six weeks + one day
From 1 April 2005	Six weeks	Six weeks + two days

2. The leave year runs from the anniversary date of the consultant's appointment., or adjusted to a common start date in force in that employment. No detriment to the consultant will arise from the leave year adjustment.
3. Annual leave should be discussed at the annual Job Plan review. Dates for annual leave and the arrangements for the consultant's work to be done in his or her absence should be incorporated into the agreed Job Plan, or alternatively agreed at least two months in advance, if possible. Subject however to suitable arrangements having been made, consultants may take up to two days of their annual leave without seeking formal permission provided that they give notification beforehand.

Public Holidays

4. The consultant is entitled to ten days' public holidays (including the two statutory days) to be taken in accordance with section 2 of the General Council Conditions of Service or days in lieu thereof.
5. In addition, a consultant who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9am on statutory or public holidays should receive a day off in lieu.

Carry Over of Annual Leave

6. Annual leave may be carried over subject to Section 1, paragraphs 10-14 of the General Council Conditions of Service.
7. The employing organisation will not ordinarily make payment in lieu of annual leave.

Sickness During Annual Leave

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

B. Professional and Study Leave

Definition

9. Professional and study leave includes:

- study, usually but not exclusively or necessarily on a course or programme;
- research;
- teaching;
- examining or taking examinations;
- visiting clinics and attending professional conferences;
- training.

Proposing Professional or Study Leave

10. A consultant may be allowed professional or study leave for approved postgraduate purposes.

Conditions

11. Any grant of leave is subject to the need to maintain NHS services.
12. Where leave with pay is granted, the consultant must not undertake any other paid work during the leave period without the employing organisation's prior permission.

Period of Leave

13. Subject to the conditions in paragraph 16, professional or study leave will normally be granted to the maximum extent consistent with maintaining essential services in accordance with the recommended standards, or may exceptionally be granted under the provisions of paragraphs 14 and 15. The recommended standard for consultants is leave with pay and expenses within a maximum of thirty days (including off-duty days falling within the period of leave) in any period of three years for professional purposes within the United Kingdom.

Additional Periods of Professional And Study Leave in The United Kingdom

14. Authorities may at their discretion grant professional or study leave in the United Kingdom above the period recommended in paragraph 13 with or without pay and with or without expenses or with some proportion thereof.

Professional and Study Leave Outside The United Kingdom

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

Conditions

16. The following conditions shall apply:
- (i) where a consultant 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;
 - (ii) where leave with pay is granted, the consultant must not undertake any remunerative work without the special permission of the leave-granting organisation;
 - (iii) where an application is made under paragraphs 14 and 15 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

17. A consultant may apply for sabbatical leave in accordance with the employing organisation’s current arrangements. Any proposal for sabbatical leave should be made before the annual appraisal and considered in the annual Job Plan review.

D. Sick Leave

Scale Of Allowances

18. A consultant absent from duty owing to illness (including injury or other disability) shall, subject to the provisions of paragraphs 2 to 15, be entitled to receive an allowance in accordance with the following table:

Table1: Consultant 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.

19. The employer shall have discretion to extend a consultant’s sick leave entitlement.
20. To aid rehabilitation the employer has discretion to allow a consultant 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

21. The rate of allowance, and the period for which it is to be paid in respect of any period of absence due to illness, shall be ascertained by deducting from the period of benefit (under paragraph 18) appropriate to the consultant's service on the first day of absence the aggregate for the period of absence due to illness during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence, no account shall be taken of:
- (i) unpaid sick leave; or
 - (ii) injuries or diseases sustained to members of staff in the actual discharge of their duties through no fault of their own; or

- (iii) injury resulting from a crime of violence not sustained on duty but connected with or arising from the consultant's employment or profession, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority; or
 - (iv) due to injury as at sub-paragraph (ii) above which has not been the subject of payment by the Authority on 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.
22. The employer may at its discretion also take no account of the whole or part of the periods of absence due to injury (not on duty) resulting from a crime of violence not arising from or connected with the consultant's employment or profession.

Previous Qualifying Service

23. For the purpose of ascertaining the appropriate allowance of paid sick leave under paragraph 18, previous qualifying service shall be determined in accordance with a consultant's statutory rights and all periods of service, without any break of twelve months or more (unless undertaking voluntary service), with a National Health Service employer shall be aggregated.

Limitation Of Allowance When Insurance Or Other Benefits Are Payable

24. The sick pay paid to a consultant 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

25. A consultant who is incapable of doing his or her normal work because of illness shall immediately notify the employer according to the employer's procedures.
26. Any absence of more than seven days shall be certified by a doctor other than the sick consultant. Statements shall be submitted according to the employer's procedures.

Accident Due To Sport Or Negligence

27. 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 Sustained On Duty

28. An absence due to injury sustained by a consultant in the actual discharge of his or her duty, for which the consultant was not liable, shall not be recorded for the purposes of these provisions.

Recovering Of Damages From Third Party

29. A consultant 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 consultant a loan, not exceeding the amount of sick pay under these provisions, providing the consultant 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.

Medical Examination

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

Termination Of Employment

31. After investigation, consultation and consideration of other alternative posts, and where there is no reasonable prospect of the consultant returning to work, employers will have the option to terminate employment before the employee has reached the end of the contractual period of sick leave, provided that the consultant will receive his or her entitlement in accordance with Table 1.

Procedures And Payment When Injuries Are Connected With Other Insured Employment

32. 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

33. The provisions of Section 3 of the General Council Conditions of Service shall apply, with the following qualification.
34. Should a consultant attend court as a medical or dental witness, such attendance is subject to the provisions of Section 16 of the General Council Conditions of Service. Where a consultant is required to attend court as a witness, as a result of the normal course of delivering his or her NHS duties, such attendance will be classified as Contractual and Consequential Services.

F. Maternity Leave and Domestic Personal and Care Relief

35. The consultant's rights in respect of other special leave, domestic personal and care relief and maternity leave are set out in sections 3 and 6 of the General Council Conditions of Service.

Schedule 19 Termination Of Employment

Period of Notice

1. Where termination of employment is necessary, an employing organisation will give a consultant three months notice, in writing.
2. Consultants are required to give their employing organisation three months written notice if they wish to terminate their employment.
3. Shorter or longer notice may apply where agreed between both parties in writing and signed by both.

Grounds for Termination of Employment

4. A consultant's employment may be terminated for the following reasons:
 - conduct
 - capability
 - redundancy
 - failure to hold or maintain a requisite qualification, registration or licence to practice
 - in order to comply with statute or other statutory regulation
 - where there is some other substantial reason to do so in a particular case.
5. Should the application of any disciplinary or capability procedures result in the decision to terminate a consultant's contract of employment, he or she will be entitled to an appeal.
6. In cases where employment is terminated, a consultant may be required to work his or her notice, or, if the employing authority considers it more appropriate, a consultant may be paid in lieu of notice, or paid through the notice period but not be required to attend work.
7. In cases of gross misconduct, gross negligence, or where a consultant's registration as a medical practitioner (and/or their registration as a dental practitioner) has been removed or has lapsed without good reason, employment may be terminated without notice.

Termination of Employment upon Re-Organisation

8. Where a re-organisation of local health services involves displacement of, or significant disturbance to, the services provided by a consultant, the employing organisation will use reasonable endeavours to render effective assistance to the consultant with a view to his or her obtaining comparable work elsewhere in the NHS.

Termination of Employment by Redundancy

9. If a consultant's employment is terminated because of redundancy within the meaning of section 139 of the Employment Rights Act 1996, or the circumstances described in section 45 of the General Council Conditions of Service, then provided that he or she has two years or more continuous service, entitlement will be in accordance with section 45 of the General Council Conditions.

Schedule 20 Incorporated General Council Conditions of Service

This Schedule lists those General Whitley Council (or successor body) agreements which apply under the contract except where otherwise indicated in these Terms and Conditions.

GWC Section	Subject
S1.	Annual Leave Entitlement
S2.	Statutory and Public Holidays
S3.	Special Leave
S6.	Maternity Leave and Pay
S7.	Equal Opportunities
S8	Harassment at Work
S9	Child Care
S11	Job Sharing
S22.	Subsistence Allowances
S23.	Travelling Expenses
S26.	Removal Expenses and Associated Provisions
S38.	Facilities for Staff Organisations
S39.	Joint Consultation Machinery
S41.	Health Awareness for NHS staff
S42.	Disciplinary and Disputes Procedures (subject to the adoption of the proposed new framework for disciplinary procedures)
S45.	Arrangements for Redundancy Payments
S46.	Payment of Superannuation and Compensation Benefits on Premature Retirement
S48.	Protection of Pay and Conditions of Service
S52.	Position of Employees Elected to Parliament
S53.	Membership of Local Authorities
S54.	Payment of Annual Salaries

- S55. Preparation for Retirement
- S56. London Weighting
(only paragraphs 4, 10 to 14 and 18 to 20 thereof apply)
- S57. Statutory Sick Pay: Qualifying Days
- S59. NHS Trusts - Continuity of Service
- S61. Annual Leave and Sick Pay Entitlements on Re-entry and Entry into NHS Employment

Schedule 21 Model Provisions For Expenses – NHS Consultants

These model provisions are designed to serve as the basis for agreements about the payment of consultant expenses for medical consultants employed by the NHS or contracted on an honorary basis. NHS employers and consultants may agree alternative provisions.

General

1. Travelling, subsistence, and other expenses incurred in the service of the employer shall be reimbursed to meet actual costs. Expenses do not form part of a consultant's pay and are not pensionable.

Submission Of Claims

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

Travelling Expenses And Mileage Allowances

3. The provisions of Section 23 (except paragraphs 2.4 and 4) of the General Council Conditions of Service shall apply. In these provisions "principal place of work" shall be understood to mean "the hospital or other base from which the consultant conducts his or her main duties". Where a consultant has a joint contract with more than one employing organisation, the term "principal place of work" shall be interpreted as meaning the base from which the consultant conducts his or her main duties within that joint contract, irrespective of employing organisation.

Mileage Allowances Payable

4. Except where a consultant has been allocated a Lease Car (paragraphs 32 to 54 and subject to paragraph 35 of these provisions) mileage allowances shall be payable in accordance with the rates specified at paragraphs 15 to 26 of these provisions, as appropriate, where consultants use their private vehicle for any official journey on behalf of their employing organisation, including travel in connection with domiciliary consultations.
5. No allowance shall be payable for their normal daily journey between their home and their principal place of work, except as provided for in paragraphs 6 to 11.

Emergency Visits

6. Consultants called out in an emergency shall be entitled to mileage allowance in respect of any journey they are required to undertake, including the distance between their home and principal place of work.

Home-to- Principal Place of Work Mileage

Official Journeys Beginning At Home

7. Mileage allowance will be paid for official journeys on behalf of the employing organisation where consultants travel by private car between their home and

places other than their principal place of work, subject to a maximum of the distance between the consultant's principal place of work and the place visited, plus ten miles, for each single journey (twenty miles for a return journey).

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

Subsequent Official Journeys

9. In addition, consultants may claim mileage allowance for one return journey daily between their home and their principal place of work, up to a maximum of ten miles in each direction, on days when they subsequently use their car for an official journey.

Liability To Make Emergency Visits

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

Scattered Hospitals

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

Part-time consultants

12. In the case of part-time consultants to whom paragraphs 7 to 11 do not apply, journeys between their place of residence and any place of work where they are employed, other than their principal place of work, shall be regarded as a journey in the service of the employing organisation, provided that no expenses shall be allowed for any such journey or part of such journey which would have been undertaken by the consultant, irrespective of their duties for the employer.
13. Where a part-time consultant travels between their place of residence and their principal place of work before and/or after an official journey, expenses shall be payable for the whole distance, provided that, for journeys to and from their principal place of work, no expenses shall be paid for any distance exceeding ten miles each way, unless the circumstances warrant exceptional treatment.
14. Where a locum consultant travels between his or her home (or temporary accommodation) and principal place of work, expenses shall be payable in respect of any distance by which the journey exceeds 10 miles.

Rates of Mileage Allowance: Regular user allowances

15. Allowances at regular user rates shall be paid to consultants who :

- (i) are classified by the employing organisation as regular or essential users and choose not, or are unable, to avail themselves of a Lease Car in accordance with paragraphs 32 to 40; or
- (ii) are new appointees to whom the employing organisation has deemed it uneconomic, or is unable, to offer a Lease Car in accordance with paragraphs 32 to 40; and
- (iii) are required by their employing organisation 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% of their time on such travel, including the duties performed during the visits; or
- (iv) are consultants who are classified as essential users.

Essential Users Allowance

16. Essential users are consultants who:

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

Change In Circumstances

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

Non-Classification As Regular User

18. Where an employing organisation does not consider that a consultant, other than one to whom paragraph 35 of these provisions applies, should be classified as a regular or essential user, and if this gives rise to any serious difficulty, the consultant shall have recourse to local grievance procedures.

Payment Of Lump Sums

19. 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.

20. In the case of a consultant who takes up an appointment with an employing organisation or leaves the employment of his or her employing organisation after 1 April in any year, allowances shall be paid pro rata. The calculation of the mileage allowance should thus be in accordance with the following procedure:

- (i) The mileage allowance to be paid at the higher rate would, at 9,000 miles per annum, be equivalent to 750 miles per month of service. The excess over 750 miles per month of service would be paid at the intermediate, and, if appropriate, the lower rate. For example, where the total service in the period 1 April in any year to 31 March in the succeeding year is five months, then up to 3,750 miles would be paid at the higher rate and any excess at the intermediate, and, if appropriate, the lower rate. Similarly, the lump sum should be divided into twelve monthly payments.
- (ii) When a consultant leaves the employment of an employing organisation, a calculation shall be made in respect of his or her entitlement for the portion of the year served with the employing organisation and any adjustments made thereafter.

Part Months Of Service

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

Cars Out Of Use

22. When a consultant entitled to the regular user allowance does not use his or her 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% of the lump sum payment. No further payments should be made if the 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 employing organisation, in accordance with the provisions of paragraph 2 of Section 23 of the General Council Conditions of Service.

Standard Mileage Rates

23. Mileage allowances at standard rates will be paid to consultants who use their own vehicles for official journeys, other than in the circumstances described in paragraphs 15, 24 and 35 of these provisions, provided that a consultant may opt to be paid mileage allowances at standard rates, notwithstanding his or her entitlement to payment at regular user rates.

Public Transport Mileage Rate

24. The foregoing rates shall not apply if a consultant uses a private motor vehicle in circumstances where travel by a public service (e.g. rail, 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 attached at Annex B.

Passenger Allowances

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

Garage Expenses, Tolls And Ferries

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

Loans For Car Purchase

27. The provisions of this paragraph apply to consultants who qualify for the first time as essential car users in the NHS, other than those who are offered, or provided with, a suitable Lease Car.

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

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

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

Pedal Cycles

31. Consultants using pedal cycles for official journeys may be reimbursed at the rate set out in Annex A, Table 1.

Lease Cars

Allocation

32. For the purposes of paragraphs 33 to 54, a "Lease Car" is any vehicle owned or contract-hired by an employing organisation.
33. Employing organisations may offer Lease Cars for individual use on official business where they deem it economic (see also paragraph 51 of these provisions) or otherwise in the interest of the service to do so.
34. Consultants who are required to travel on NHS business and have been classified by the employing organisation as regular or essential users may continue to receive the regular user lump sum payments and allowances set out in Annex A, Table 1 for so long as they remain in the same post or until they voluntarily accept the offer of a Lease Car.

New Appointees

35. A consultant who was a new appointee after 1 April 2003 (including a consultant who voluntarily moves post within the same employing organisation, or to a different employing organisation) and who is required to travel on NHS business and who chooses to use his or her own car, rather than to accept the employing organisation's offer of a Lease Car, shall not receive the allowances specified in paragraph 34 of these provisions, but shall be reimbursed at the special rate. The special rate will be equivalent to the current 9,001 to 15,000 miles rate for over 2,000cc for regular and standard users, regardless of the vehicle's engine size.
36. A consultant who initially refused an offer of a Lease Car will continue to be eligible for one, providing there has been no change in the consultant's duties.
37. A consultant who has been allocated a Lease Car for individual use on NHS business is entitled to private use of the car, subject to the conditions set out in paragraphs 41 to 54 of these provisions.
38. The offer of a Lease Car constitutes the offer of a base vehicle which should in no case exceed 1800cc. Unless the consultant and the employing organisation agree to the allocation of a smaller vehicle, it shall be at least 1500cc. In determining the operational needs of a post for assessing the base vehicle requirement, employing organisations shall have regard, in consultation with the consultants concerned or their representatives, to:
 - (i) the clinical commitments of the postholder, including the nature, frequency and urgency of the journeys to be undertaken;
 - (ii) the distances to be travelled;
 - (iii) the road, traffic and climatic conditions;
 - (iv) the physical requirements of the postholder; and
 - (v) the need to transport equipment.
39. A Lease Car which is no longer required by an individual member of staff may be allocated to another for the remaining term of the contract (or notional contract).

In that event, the charges for private use will be based on the fixed annual charges determined when the employing organisation first obtained the vehicle.

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

Conditions Of Use

41. Following consultation with the representatives of the professions locally, an employing organisation's conditions of use shall set out the consultant's obligations in respect of the Lease Car and shall state the effect of the following events on the contract and any subsequent financial liability on the consultant:
- (i) breach of conditions of use;
 - (ii) disqualification from driving;
 - (iii) willful neglect;
 - (iv) termination of the consultant's contract of employment, on: disciplinary grounds; voluntary resignation; transfer to another employing organisation (where practicable, reciprocal arrangements should be made);
 - (v) change of duties resulting in the consultant no longer being required to drive on official business;
 - (vi) substantial reduction in annual business mileage;
 - (vii) prolonged absence on annual, study, special or maternity leave.

Charges For Private Use

42. The basis of charges for private use set out in this paragraph assumes that Lease Cars are provided on a contract-hire basis. Where this is not the case, charges for private use are to be based on the notional cost to the employing organisation of providing Lease Cars on a contract-hire basis. Notional contract-hire charges at current rates are to be used, and the fixed charge to the consultant for agreed private mileage determined on this basis is to remain unaltered for the period for which the contract would have remained in force (e.g. three years).
43. A consultant will be required to pay one composite annual charge for private use. This will comprise the sum of the items listed in Annex A, Table 2. The composite annual charge will be paid by monthly deduction from salary of one twelfth of the total.
44. The basis of the fixed charge for agreed private mileage shall be the consultant's estimate to the nearest thousand miles of his or her annual private mileage, as agreed by the employing organisation and multiplied by the rate per thousand miles, determined in accordance with the formula set out in Annex A, Table 2, Paragraph B.
45. In the event that a consultant underestimates his or her annual private mileage, an excess charge will be levied by the employing organisation, based on the contract-hirer's excess charge to the employing organisation for the particular car

hired to the consultant. In the event that a consultant overestimates his or her annual private mileage, any sum recoverable by the employing organisation from the contract-hirer in respect of the overestimate will be refundable to the consultant. If no recovery is available to the employing organisation, no refund will be made to the consultant.

46. A consultant shall meet the cost to the employing organisation of the fitting of any optional extras the consultant requires, and the contract between the employing organisation and the consultant should specify whether such extras will become the property of the contract-hirer or the consultant. In the latter case, the consultant shall be liable for the cost of making good any damage caused to the car by the removal of such fittings at the end or on early termination of the contract. However, if such alterations are required because the consultant has a certified disability, then the costs shall be met by the employing organisation.
47. In the event of a consultant's death in service or an early termination of the consultant's contract on the grounds of ill health, there shall be no financial penalty to the consultant or the consultant's estate on account of the early termination of the contract for private use of the Lease Car.
48. In the event of a consultant's absence from work for an extended period on maternity, sick, study or special leave, a consultant who has contracted for private use of a Lease Car may choose to continue the private use at the contracted charge or to return the vehicle to the employing organisation. In the latter case, there shall be no financial penalty to the consultant on account of early termination of the contract.

Alternative Vehicle

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

Reimbursement Of Petrol And Other Costs

50. A consultant who has been allocated a Lease Car will be responsible for purchasing all petrol, whether for business or private mileage.
51. NHS business mileage costs will be reimbursed by reference to a claim form or diary showing daily visits on NHS business signed by the consultant. NHS business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 7 to 13 of these provisions.
52. The rate per mile will be determined according to the following formula:

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

*The price of petrol will be as recommended from time to time by the Department of Health or any new employers body to whom this function may in future be delegated. The mileage on the urban cycle will be as quoted by manufacturers

from officially approved tests under the Passenger Car Fuel Consumption Order 1983.

53. The provisions of paragraph 26 of these provisions shall apply to expenses incurred by a consultant using a Lease Car on official business.

Carriage Of Passengers

54. Liability for compensation of authorised official passengers injured while being carried in a Lease Car will be borne by the employing organisation. It is for each employing organisation to reach a view and issue advice to consultants on the carriage of official passengers.

Other Expenses

Subsistence Allowances

55. The provisions of Section 22 of the General Council Conditions of Service shall apply, with the following provisos:
56. For the purposes of this guidance the term "principal place of work" shall be understood to mean "the NHS facility where the consultant's principal duties lie", except in the case of consultants who work occasional sessions with the Blood Transfusion Services in which case the regional headquarters of the Blood Transfusion Service shall be considered to be the principal place of work for any such sessions.
57. No day allowance shall be payable in respect of any period spent at a NHS facility as part of the Programmed Activities of the consultant concerned.

Postage etc

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

Expenses of Candidates for Appointments

59. The provisions of this paragraph shall apply where an employing organisation summons a consultant to appear before a selection board or invites a short-listed consultant to attend in connection with his or her application for appointment.
- (i) reimbursement of eligible expenses shall be made by the prospective employing organisation.
 - (ii) where a consultant holds a paid or honorary appointment with an employing organisation and applies for a new post with his or her own or another employing organisation, the consultant is entitled to travelling expenses in accordance with paragraph 3 of these provisions and to subsistence allowance in accordance with paragraphs 55 to 57.
 - (iii) where a consultant to whom sub-paragraph (ii) does not apply provides general medical or dental services under Part II of the National Health Service (Scotland) Act 1978, or is an assistant to such a consultant, he or she is entitled to travelling expenses and

subsistence allowance at the higher rate applicable under paragraphs 55 to 57 of these provisions.

- (iv) a consultant to whom sub-paragraphs (ii) and (iii) do not apply may at the discretion of the employing organisation be reimbursed travelling expenses and subsistence allowance, subject, unless the circumstances warrant exceptional treatment, to the maximum that would have been payable had those provisions applied.
- (v) a candidate for a consultant appointment shall not be reimbursed for more than three attendances. Where an employing organisation invites such a candidate to attend prior to short-listing, it may reimburse the candidate's expenses provided that he or she is subsequently short-listed, but not otherwise.
- (vi) a candidate to whom sub-paragraph (v) does not apply shall not be reimbursed for more than two attendances.

60. A consultant to whom sub-paragraph 59(ii) applies and who is summoned to appear before a selection board while on holiday shall be reimbursed for:

- (i) travelling expenses from the consultant's holiday address, but limited in the case of travel from abroad to expenses from the port of entry in Great Britain, provided that the consultant returns to his or her holiday address after interview; for this purpose, travel from Northern Ireland, the Isle of Man and the Channel Islands shall not be regarded as travel from abroad; and
- (ii) subsistence allowance at the appropriate rate, unless the consultant is able to stay at his or her own home and it is reasonable to expect the consultant to do so.

61. Reimbursement shall not be made to a consultant who refuses the offer of the appointment as advertised on grounds which the employing organisation considers inadequate.

Removal Expenses

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

Annex A – Allowances and Charges for Private Use

Table 1: Mileage Allowances

NB These rates will be updated from time to time by the employing organisation

1 Public transport rate: 23p per mile.

2 Regular user rates:

Motor cars:

Engine capacity	(cc)	501 to 1000	1,001 to 1,500	1,501 to 2,000	over 2,000
Lump sum	(£)	399.00	475.00	580.00	580.00
Up to 9,000 miles	(p)	27.0	33.5	40.0	40.0
9,001 - 15,000 miles	(p)	16.5	19.7	22.7	25.5
Thereafter	(p)	16.2	18.3	20.5	20.5

3 Standard rates:

Motor cars:

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)	34.0	43.0	53.0	53.0
3,501 - 9,000 miles	(p)	23.0	28.2	33.5	41.0
9,001 - 15,000 miles	(p)	16.5	19.7	22.7	25.5
Thereafter	(p)	16.2	18.3	20.5	20.5

4 Other motor vehicles:

Engine capacity	(cc)	Up to 125	Over 125
Up to 5,000 miles	(p)	16.2	25.3
Over 5,000 miles	(p)	6.1	9.0

5 Passenger allowance:

Each passenger: 2 p per mile

6 Pedal cycles: 6.2p per mile

Table 2: Lease Cars Charges For Private Use Of Allocated Lease Cars

NB These rates will be updated from time to time by the employing organisation

A.	The current rates of:	£
	Road Fund Licence	e.g. 55
	Insurance for Private Use * (National call-off contract)	e.g. 88
	Including cover for private use:	e.g. 28
	Handling charge	95

B. Fixed Annual Charge per 1,000 private miles (for each year of the contract or notional contract), determined as follows:

$$\frac{\left(\text{Cost of Contract Hire at maximum quoted mileage} \right) - \left(\text{Cost of Contract Hire at minimum quoted mileage} \right)}{1000}$$

Plus total excess costs for non-base vehicle, where appropriate.

Plus VAT on total charge to consultant (A+B).

NB: Where the cost to the employing organisation of hiring the car includes Road Fund Licence and/or Insurance, these items should be extracted and the net cost used in calculating the charge per 1,000 miles.

- Lease Cars, while used solely on NHS business, do not require to be taxed or insured for the purposes of the Road Traffic Act 1972; any private mileage requires that the vehicle be taxed and insured.

Annex B – Application Of The Public Transport User Rate

1. This annex provides further guidance on the application of the public transport user rate instead of the standard mileage rate, under the provisions set out in paragraph 23 of the main body of this guidance.
2. If mileage allowance is payable, the public transport rate (set out in Annex A, Table 1) should be paid where travel by a public service is appropriate, but the consultant prefers to use a private means of transport instead. In all other circumstances, the standard or regular user rates apply.
3. Employers should use the following criteria in deciding whether the public transport rate should apply:
 - the nature of the consultant'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.
4. In particular, employers should take into account the variable times at which consultants start and finish work when public transport may not be a viable way of travelling.

Schedule 22 Locum Consultants

1. The provisions of these terms and conditions shall apply to locum consultants, subject to the provisions set out below.
2. Locum consultants should ordinarily be included on the General Medical Council's, or the General Dental Council's, Specialist Register. Where, exceptionally, doctors or dentists not included on either Specialist Register are appointed to locum consultant posts, terms and conditions shall – subject to the provisions below – be on the same basis as for other locum appointments.

Appointment and Tenure of Post

3. Locum appointments should be made in line with guidance issued by the Department of Health. Locum appointments are not permanent posts; tenure will be as agreed on appointment.

Basic Salary

4. Locum consultants who have not at any time held a substantive consultant post shall be remunerated at the equivalent rate to the first point on the salary scale, subject to the provisions for pay progression set out below and subject to recognising any consultant level experience outwith the NHS in line with paragraph 8 of Schedule 13 or paragraphs 4-6 of Schedule 14 of these Terms and Conditions.
5. Locum consultants who hold a substantive consultant post (either within the employing organisation, or with another NHS employer) and will continue to hold such a post beyond the tenure of the locum post shall be remunerated at a rate consistent with their current pay threshold including any Distinction Award, Discretionary Points or Clinical Excellence Awards.
6. Locum consultants who do not currently hold, but have previously held, a substantive consultant post (e.g. retired consultants) shall be remunerated at a rate consistent with their most recent pay threshold as a substantive consultant or, for those who have not previously held employment under these Terms and Conditions, their calculated seniority, subject to the provisions for pay progression set out below.

Pay Progression

7. Where a doctor has completed twelve months' locum service, whether continuous or cumulative, there shall be an assessment of whether he or she has met the criteria for pay progression in respect of that year's service. Subject to meeting the criteria in respect of the relevant year(s), locums shall receive pay progression in the same way as substantive consultants.
8. Where a locum consultant is approaching the completion of twelve months' service, the current employing organisation is responsible for making a decision as to whether the criteria for pay progression have been met in respect of that year. Where part of the previous twelve months' service has been for one or more other NHS employing organisations, the current employing organisation shall ensure that they receive an assurance as to whether the criteria have been met in respect of this other service.