

CONSULTANT TERMS AND CONDITIONS OF SERVICE

(NORTHERN IRELAND) 2004

Department of Health, Social Services and Public Safety

Version 2 November 2006

Version 3 May 2008

+Consultant Terms and Conditions of Service (Northern Ireland) 2004

	Page
Definitions	4
Schedule 1 Commencement Of Employment.....	6
Schedule 2 Associated Duties And Responsibilities.....	7
Schedule 3 Job Planning.....	8
Schedule 4 Facilitation And Appeals.....	12
Schedule 5 Recognition For Emergency Work Arising From On-Call Duties.....	14
Schedule 6 Extra Programmed Activities And Additional Professional Capacity..	16
Schedule 7 Premium Time.....	18
Schedule 8 On-Call Rotas.....	19
Schedule 9 Provisions Governing The Relationship Between HSC Work And, Private Practice.....	20
Schedule 10 Fee Paying Services.....	23
Schedule 11 Principles Governing Receipt Of Additional Fees.....	25
Schedule 12 Other Conditions Of Employment.....	27
Schedule 13 Basic Salary And Payment For Additional Programmed Activities For Consultants Appointed Before 15 January 2004.....	29
Schedule 14 Basic Salary And Payment For Additional Programmed Activities For Consultants Appointed After 15 January 2004.....	35
Schedule 15 Pay Thresholds.....	38
Schedule 16 Pay Supplements.....	40
Schedule 17 Pension Arrangements.....	43
Schedule 18 Leave And Public Holidays.....	44
Schedule 19 Termination Of Employment.....	50
Schedule 20 Incorporated General Terms And Conditions of Service.....	52
Schedule 21 Model Provisions For Expenses – HSC Consultants.....	53
Schedule 22 Locum Consultants.....	66
Schedule 23 Joint Appointments.....	68
Schedule 24 Maternity Leave and Pay (Temporary Schedule).....	77
Schedule 25 Employment Break Scheme (Temporary Schedule).....	86
Schedule 26 Caring for Children and Adults (Temporary Schedule)	88
Schedule 27 Flexible Working Arrangements	90
Schedule 28 Balancing Work and Personal Life	92
Schedule 29 Redundancy Pay (Temporary Schedule)	96

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 Department of Health, Social Services and Public Safety 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 HSC 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 Articles 5(1), 5(2), 7(1) and 8(1) of the Health and Personal Social Services (Northern Ireland) Order 1972. 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 of other staff, medical education, continuing professional development, formal teaching of other staff, audit, job planning, appraisal, research, clinical management and local clinical governance activities.

Additional HSC 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 equivalent or successor body in Northern Ireland), 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 HSC, 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 Article 31 of the Health and Personal Social Services (Northern Ireland) Order 1972), 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 IV of the Health and Personal Social Services (Northern Ireland) Order 1972 (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;
- undergoing a period of teaching;
- examining or taking examinations;
- visiting clinics and attending professional conferences;
- participation in personal 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 Terms and Conditions: the terms and conditions of service of general application as determined by the Department of Health, Social Services and Public Safety, as may be amended from time to time, or any provisions which may be agreed through the NHS Staff Council or the Northern Ireland equivalent and may reasonably be considered to have replaced the current conditions of service.

SCHEDULE 1

Commencement of Employment

1. The date from which employment under this contract began must be stated in paragraph 2 of the consultant's contract of employment.
2. The date from which continuous employment began for the purposes of the Employment Rights (Northern Ireland) Order 1996 must be set out in paragraph 2 of the contract of employment and should include, if applicable, employment with predecessor organisations that had previously held the contract, e.g. former HSC employing authorities from whom the current contract was transferred under TUPE or equivalent arrangements. Previous employment with other HSC employing organisations does not count as continuous service for the purposes of the Employment Rights (Northern Ireland) Order 1996 except as provided for under the Health and Social Services (Northern Ireland) Order 1991 or any other statute.

Calculation of seniority

3. HSC organisations should take into account all previous service as a consultant with other HSC employing organisations and any equivalent experience in another EEA Member State. The employing organisation may, at its discretion, take into account service outside the HSC, for example including:
 - employment outside the EEA;
 - voluntary service;
 - employment in the independent sector;
 - service in HM armed forces.
4. For newly appointed consultants the date of appointment will be regarded as the date of employment with the Trust as set out in the contract of employment.

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 in collaboration with the employing organisation shall be expected in the course of their professional duties to ensure continuity of patient care.
4. Consultants shall be expected so far as is practicable and for short periods of unforeseen absence only to provide cover for consultant or associate specialist colleagues, 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.
5. When deputising is not practicable or when the absence extends beyond such a short period, the employing organisation (and not the consultant) shall be responsible for the engagement of a locum tenens (or other appropriate arrangement), but the consultant shall have the responsibility of bringing the need to the employer's notice at the earliest possible opportunity. In circumstances where the engagement of a locum tenens is not practicable the employing authority, save in exceptional circumstances, shall, within 14 days of receiving such notification and, in consultation with the consultant(s) concerned, agree the redistribution of direct clinical care activities and/or payment of additional work thereafter.

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 HSC 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 HSC duties and responsibilities and the service to be provided for which the consultant is accountable. The Job Plan will include any duties for other HSC 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 HSC 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 HR Strategy relating to 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 where this has not been mutually agreed as part of the job planning process. 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, including responsibilities towards other medical staff both junior and senior.

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 HSC 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 HSC 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 agreed by the consultant and his or her clinical manager.
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 agreed reasonable expectations of what might be achievable over the next period;
 - where appropriate, 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 reasonable clinical 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 HSC 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 normally be the employer for whom the consultant provides the majority of his or her programmed activities. 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. It is the responsibility of the lead employer to ensure no detriment to the consultant as a result of disagreement on the job plan between the lead and other HSC employer(s).
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 facilitation and, if necessary, the appeal mechanism as set out in Schedule 4.

SCHEDULE 4

Facilitation 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 facilitation procedure and an appeal procedure are available.

Facilitation

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 an agreed designated medical manager if the Medical Director is one of the parties to the initial decision. Where a consultant is employed by more than one HSC 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 the agreed designated medical manager) 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 facilitation 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 of the outcome of the Facilitation process being formally advised to both parties. 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 chair nominated by the appellants employing organisation;
 - a second panel member nominated by the appellant consultant;
 - a third member chosen from a list of individuals approved by the DHSSPS and the BMA and BDA. The DHSSPS 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 appeal 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 authority, 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 appeal 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 facilitation 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, facilitation would take place via an independent Medical Manager at or above the same management level.

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, an average of three hours of such work per week during Premium Time - constitutes for these purposes one Programmed Activity
5. Table 1 illustrates possible ways of allocating Programmed Activities for these purposes 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
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 the emergency work in question arises during Premium Time.

Table 2

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 Direct Clinical Care Programmed Activities on an ad hoc basis and may be accrued.
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 Additional 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 HSC, 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 held a maximum part-time HSC consultant contract at the time of transfer to the new 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 appropriately qualified 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-HSC 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 HSC 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 (2004/05), the number of extra Programmed Activities that the employing organisation may offer, for the purposes of the provisions above, to consultants who held a maximum part-time HSC consultant contract at the time of transfer 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. 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 equivalent Programmed Activity by one hour, i.e. where the work done in Premium Time falls under the definition of Direct Clinical Care the one hour must be deducted from a Direct Clinical Care Programmed Activity.
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 equivalent 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 (unless the latter involves minimal disruption and the employing organisation agrees that the work can be done) 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 HSC commitments, he or she will make alternative arrangements to provide emergency cover for private patients.

SCHEDULE 9

Provisions Governing the Relationship Between HSC Work and Private Practice

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 HSC work and private practice.
2. The consultant is responsible for ensuring that their provision of Private Professional Services for other organisations does not:
 - result in detriment to HSC patients;
 - diminish the public resources that are available for the HSC.

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 a conflict of interest arises or is liable to arise, HSC 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 HSC commitments, e.g. by causing HSC 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 authority has proposed a change to the scheduling of a consultant's HSC 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 provide such emergency cover if those private commitments would not prevent him or her returning to the relevant HSC 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 and the consultant will suffer no detriment in terms of pay progression as a result.

Use of HSC Facilities and Staff

12. Where a consultant wishes to provide Private Professional Services at an HSC facility he or she must obtain the employing organisation's prior agreement, before using either HSC facilities or staff.
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 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, 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 HSC patients. Only in unforeseen and clinically justified circumstances should a consultant cancel or delay an HSC patient's treatment to make way for his or her private patient.
17. Where the employing organisation agrees that HSC 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 between the employing

organisation and appropriate local consultant representatives 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 HSC patients, nor should the consultant ask other staff to initiate such discussions on his or her behalf.
23. Where an HSC patient seeks information about the availability of, or waiting times for, HSC 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 HSC 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 HSC patients. This should include ensuring that, as far as is practicable, patients are given the opportunity to be treated by other HSC colleagues or by other providers where this will reduce their waiting time and facilitate the transfer of such patients.
25. The consultant will make all reasonable efforts to support initiatives to increase HSC 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 of Social Development, or by an Adjudicating Medical Authority or a Medical Appeal Tribunal, in connection with any benefits administered by an Agency of the Department of Social Development;
 - 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 HSC, independent or public sector employers;
 - l. work on a person referred by a medical referee appointed under the Workmen's Compensation (Supplementation) Act (Northern Ireland) 1966;
 - 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. Appropriate examinations and recommendations under Parts II and IV of the Mental Health (Northern Ireland) Order 1986 and fees payable to medical members of Mental Health Review Tribunals;
- 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 A655, except where the information is required for social security purposes, or by an Agency of the Department of Social Development, 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;
- t. work as a medical referee (or deputy) to a cremation authority and signing confirmatory cremation certificates;
- u. medical examination in relation to staff health schemes of local authorities and fire and police authorities;
- v. delivering lectures;
- w. medical advice in a specialised field of communicable disease control;
- x. attendance as a witness in court;
- y. medical examinations and reports for commercial purposes, e.g. certificates of hygiene on goods to be exported or reports for insurance companies;
- z. advice to organisations on matters on which the consultant is acknowledged to be an expert.

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 HSC time without the employer collecting the fee;
 - domiciliary consultations carried out during the consultant's Programmed Activities;
 - lectures and teaching delivered during the course of the consultant's clinical duties;
 - delivering 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 HSC work and which the employing organisation agrees can be done in HSC 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;
 - preparation of lectures or teaching undertaken during the consultant's own time irrespective of when the lecture or teaching is delivered.

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.

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.

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 reasonable distance of their principal place of work to be agreed with the employing organisation.
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 or any part thereof.
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 service. Consultants may also self-refer on a confidential basis.

Research

6. All research must be managed in accordance with the requirements of the DHSSPS 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 HSC 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.

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 site(s) will be included as working time. Such working time (for travel) will be deemed to fall within the same category of Programmed Activity as the work undertaken at the other site(s).
11. Travel to and from work for HSC 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 (for purposes other than emergency work) or private practice premises will not be regarded as part of working time.

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

SCHEDULE 13

Basic Salary And Payment For Additional Programmed Activities For Consultants Appointed Before 15 January 2004

1. This Schedule applies to those whose first appointment as an HSC consultant is before 15 January 2004. Schedule 14 applies to those whose first appointment as a HSC consultant is on or after 15 January 2004. 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 expression of interest to the new contract by 15 January 2004, the consultant will be able to choose one of two options; to either take seniority credit backdated to 1 April 2003, or a combination of pay increases and seniority backdated to 1 October 2003. Where a consultant has given a formal expression of interest to the new contract between 15 January 2004 and 31 March 2004, only backdating of pay increases by three months from the date on which the commitment was given as applicable. 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 formal expression of interest to the contract after 1 April 2004, there will be no backdating. A formal expression of interest 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 HSC. Subject to paragraph 2 above, where consultants give a formal commitment to the new contract before 1 April 2004, or the earliest practicable date thereafter, and therefore receive either 12 months seniority credit or 6 months backdated increases in pay and seniority, the date of transfer will be regarded as the date to which increases in seniority are backdated. For other consultants subject to this Schedule, the date of transfer will be the date on which the parties agree that the consultant will transfer to these Terms and Conditions.

Annual Pay Uplift

4. All the rates of pay set out in this Schedule are at 2003/04 rates. This is to facilitate calculation of backpay for 2003/04. The rates will be uplifted annually on 1 April. The rates will be increased by 3.225% from April 2004 and by a further 3.225% from April 2005 subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values, the DoH(L) 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 Annex A). For these purposes, seniority is to be measured as the sum of the number of whole years completed as an HSC 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-HSC consultant level experience or flexible training (see below) plus the year that he/she is currently in. For the avoidance of doubt, seniority may only accrue during an absence on an employment break scheme to reflect the gaining of approved non-HSC consultant level experience.

6. The employing organisation will credit appropriate additional seniority to reflect any consultant level experience gained outwith the HSC 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 credit appropriate additional seniority where this is necessary 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.

Basic Pay on Commencement

8. 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 HSC consultant contract be as set out in Annex A;
 - for full-time consultants who at the time of transfer hold a maximum part-time HSC consultant contract be subject to the provisions in paragraph 17 below;
 - for part-time consultants be pro rata to the levels set out in Annex A, 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.
9. Where a consultant holds Discretionary Points or a Distinction Award, (or their agreed replacement), there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Annex A. Where a consultant holds a Distinction Award, (or their agreed replacement) the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of Discretionary Points (or their agreed replacement).

Pay Protection

10. The annual rate for an additional Programmed Activity will be 10% of basic salary, where basic salary includes the pay thresholds and any local clinical excellence awards or discretionary points.
11. There will be no financial detriment to any consultants for whom the combined total of their basic pay 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 HSC 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 HSC organisation or equivalent successor organisation.

Pay Thresholds

13. Consultants will become eligible for pay thresholds at the intervals set out in Annex A on the anniversary of transfer to the new contract (see paragraph 3 above).
14. The value of pay thresholds for full-time consultants who at the time of transfer hold a whole-time HSC consultant contract will be as set out in Annex A.
15. The value of pay thresholds for part-time consultants will be pro rata to the levels in Annex A, 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 HSC consultant contract will be as set out in paragraph 18 below.

Former Maximum Part-Time Consultants

17. The basic salary for full-time consultants who at the time of transfer hold a maximum part-time HSC consultant contract will be:
 - for the purposes of backdating pay increases for 2003/04 only, 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 Annex A - if they had previously held a whole time or part-time HSC consultant contract;
 - in the first 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 if they had previously held a whole time or part-time HSC consultant contract;
 - in the second 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 HSC consultant contract.

Pay progression for consultants appointed before 15 January 2004

Pay Scale	Seniority	Pay Threshold	Basic salary (2008/09)	Years after transfer before threshold level changes
M430	30+	7	£88,049	Salary on transfer
		8	£93,508	1 year after transfer
			£98,962	2 years after transfer
M421	21-29	6	£82,590	Salary on transfer
		7	£88,049	1 year after transfer
		8	£93,508	2 years after transfer
M420	20	6	£98,962	3 years after transfer
		7	£82,590	Salary on transfer
		8	£88,049	1 year after transfer
M419	19	6	£93,508	3 years after transfer
		7	£98,962	4 years after transfer
		8	£82,590	Salary on transfer
M418	18	6	£88,049	1 year after transfer
		7	£93,508	3 years after transfer
		8	£98,962	5 years after transfer
M417	17	6	£82,590	Salary on transfer
		7	£88,049	2 years after transfer
		8	£93,508	4 years after transfer
M416	16	6	£98,962	6 years after transfer
		7	£82,590	Salary on transfer
		8	£88,049	3 years after transfer
M415	15	6	£93,508	4 years after transfer
		7	£98,962	7 years after transfer
		8	£82,590	Salary on transfer
M414	14	6	£88,049	3 years after transfer
		7	£93,508	5 years after transfer
		8	£98,962	9 years after transfer
M413	13	6	£82,590	Salary on transfer
		7	£88,049	3 years after transfer
		8	£93,508	5 years after transfer
			£98,962	10 years after transfer

Pay Scale	Seniority	Pay Threshold	Basic salary (2008/09)	Years after transfer before threshold level changes
M412	12		£82,590	Salary on transfer
		6	£88,049	3 years after transfer
		7	£93,508	6 years after transfer
		8	£98,962	11 years after transfer
M411	11		£82,590	Salary on transfer
		6	£88,049	4 years after transfer
		7	£93,508	7 years after transfer
		8	£98,962	12 years after transfer
M410	10		£82,590	Salary on transfer
		6	£88,049	4 years after transfer
		7	£93,508	8 years after transfer
		8	£98,962	13 years after transfer
M409	9		£82,590	Salary on transfer
		6	£88,049	4 years after transfer
		7	£93,508	9 years after transfer
		8	£98,962	14 years after transfer
M408	8		£82,590	Salary on transfer
		6	£88,049	5 years after transfer
		7	£93,508	10 years after transfer
		8	£98,962	15 years after transfer
M407	7		£82,590	Salary on transfer
		6	£88,049	5 years after transfer
		7	£93,508	10 years after transfer
		8	£98,962	15 years after transfer
M406	6		£81,444	Salary on transfer
		5	£82,590	1 year after transfer
		6	£88,049	5 years after transfer
		7	£93,508	10 years after transfer
		8	£98,962	15 years after transfer
M405	5		£80,298*	Salary on transfer
		*	£81,444	1 year after transfer
		5	£82,590	2 years after transfer
		6	£88,049	6 years after transfer
		7	£93,508	11 years after transfer
		8	£98,962	16 years after transfer
M404	4		£75,128	Salary on transfer
		3	£78,000	1 year after transfer
		4	£80,298	2 years after transfer
		5	£82,590	3 years after transfer
		6	£88,049	6 years after transfer
		7	£93,508	11 years after transfer
		8	£98,962	16 years after transfer

Pay Scale	Seniority	Pay Threshold	Basic salary (2008/09)	Years after transfer before threshold level changes
M403	3	*	£74,549*	Salary on transfer
		4	£76,848	1 year after transfer
		5	£80,298	2 years after transfer
		6	£82,590	3 years after transfer
		7	£88,049	7 years after transfer
		8	£93,508	12 years after transfer
		8	£98,962	17 years after transfer
M402	2	2	£73,976	Salary on transfer
		4	£75,701	1 year after transfer
		5	£80,298	2 years after transfer
		6	£82,590	3 years after transfer
		7	£88,049	8 years after transfer
		8	£93,508	13 years after transfer
		8	£98,962	18 years after transfer
M401	1	*	£73,403*	Salary on transfer
		3	£74,549	1 year after transfer
		4	£78,000	2 years after transfer
		5	£80,298	3 years after transfer
		6	£82,590	4 years after transfer
		7	£88,049	9 years after transfer
		8	£93,508	14 years after transfer
8	£98,962	19 years after transfer		

* For consultants with seniority of 1, 3 or 5 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 15 January 2004

1. This Schedule applies to all those whose first appointment as an HSC consultant is on or after 15 January 2004 and before 1 April 2004. 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 HSC.

Annual Pay Uplift

3. All the rates of pay set out in this Schedule are at 2003/04 rates. This is to facilitate calculation of backpay for 2003/04. The rates will be uplifted annually on 1 April. The rates will be increased by 3.225% from April 2004 and by a further 3.225% from April 2005 subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the DoH(L) 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 Annex B below, subject to paragraphs 5 and 6 below.
5. Basic salary on commencement will be set at a higher threshold to reflect any approved consultant-level experience that a consultant has gained. For the avoidance of doubt, seniority may only accrue during an absence on an employment break scheme to reflect the gaining of approved non-HSC consultant level experience.
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 set basic salary on commencement at a higher threshold where this is necessary 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).
7. The annual rate for an additional Programmed Activity will be 10% of basic salary, where basic salary includes the pay thresholds and any local clinical excellence awards or discretionary points.
8. Consultants will become eligible for additional pay thresholds at the intervals set out in Annex B below on the anniversary of appointment (see paragraph 2 above).
9. The value of pay thresholds for part-time consultants will be pro rata to the levels in Annex B 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.

10. Where a consultant holds Discretionary Points (or their agreed replacement), there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Annex B. Where a consultant holds a Distinction Award (or their agreed replacement), the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of Discretionary Points (or their agreed replacement).

Pay progression for consultants appointed on or after 15 January 2004

Payscale	Years completed as a consultant	Threshold	Basic salary 2008/2009	Period before eligibility for next Threshold
M400 Point 00	0	1	£73,403	1 year
M400 Point 01	1	2	£75,701	1 year
M400 Point 02	2	3	£78,000	1 year
M400 Point 03	3	4	£80,298	1 year
M400 Point 04	4	5	£82,590	5 years
M400 Point 05	5		£82,590	4 years
M400 Point 06	6		£82,590	3 years
M400 Point 07	7		£82,590	2 years
M400 Point 08	8		£82,590	1 year
M400 Point 09	9	6	£88,049	5 years
M400 Point 10	10		£88,049	4 years
M400 Point 11	11		£88,049	3 years
M400 Point 12	12		£88,049	2 years
M400 Point 13	13		£88,049	1 year
M400 Point 14	14	7	£93,508	5 years
M400 Point 15	15		£93,508	4 years
M400 Point 16	16		£93,508	3 years
M400 Point 17	17		£93,508	2 years
M400 Point 18	18		£93,508	1 year
M400 Point 19	19	8	£98,962	-

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 HSC 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 HSC 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.
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 HSC 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 these 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 make 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 (or their agreed replacement), 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.

Recruitment and Retention Premia

8. An employing organisation may under certain circumstances decide to award a recruitment or a retention premium in addition to basic salary. The premium 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.
9. Employing organizations 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% of the normal starting salary for a consultant post.

Other Payments and Allowances

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

Directors of Public Health

11. 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:	Regional Director of Public Health	N/A
Band B:	Population over 450,000	Eastern Board
Band C:	Population 250,000 - 449,999	Northern, Southern and Western Boards
Band D:	Population 50,000 - 249,999	N/A

12. Supplements shall be an element of remuneration and shall be superannuable.
13. 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.

14. 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.
15. 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 HPSS Superannuation Scheme, the provisions of which are set out in the HPSS Superannuation Regulations (Northern Ireland) 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 HPSS Superannuation 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 their agreed replacement;
 - any on-call availability supplement; and
 - fees for domiciliary visits not undertaken during Programmed Activities.
3. The following will not be pensionable in the HPSS Superannuation Scheme:
 - travelling, subsistence, and other expenses paid as a consequence of the consultant's work for the employing organisation or the wider HSC;
 - 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 HPSS pension benefits, any salary paid to the consultant in any re-employment will not be pensionable in the HPSS Superannuation Scheme.

Removal or Downgrading of a Distinction Award or their agreed replacement

5. If a Distinction Award, or their agreed replacement, 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 and Conditions.

SCHEDULE 18

Leave and Public Holidays

A. Annual Leave and Public Holidays

Annual Leave

1. Consultants employed on a full-time contract 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 1 April in any year to 31 March the following year. No detriment to the consultant will arise from the leave year adjustment.
3. Annual leave should be discussed at the annual Job Plan review.

Public Holidays

4. The leave entitlements of consultants in regular appointments are additional to ten public holidays and two statutory holidays or days in lieu thereof. The two statutory holidays may, by local agreement, be converted to a period of annual leave.
5. In addition, a consultant who in the course of his or her duty is 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 Terms and Conditions of Service.
7. The employing organisation will not ordinarily make payment in lieu of annual leave.

Sickness During Annual Leave

8. In accordance with the employers sickness/absence policy 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 (which is separate from and in addition to those activities covered by the definition of Supporting Professional Activities) includes:
- study, usually but not exclusively or necessarily on a course or programme;
 - research;
 - undergoing a period of teaching;
 - examining or taking examinations;
 - visiting clinics and attending professional conferences;
 - participation in personal 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 HSC 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 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 HSC 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 lead employer;
- 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 lead employer 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 Absence

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 Absence 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 the discretion to extend the provision of sick pay in an exceptional case. A case of a serious nature in which a period of sick leave on full pay in excess of the period outlined above would, by relieving anxiety, materially assist recovery of health, shall receive special consideration by the employer.
- 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. Any such arrangements need to be consistent with statutory sick pay rules.
- 21. For the purposes of these calculations all periods of service (without any break of twelve months or more) for any HSC Organisation, any Local Authority, Her

Majesty's Armed Forces, the Civil Service or the teaching service shall be aggregated

Calculation of Allowances

22. 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 absence; 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 Agency; or
 - iv. due to injury as at sub-paragraph ii. above which has not been the subject of payment by the Agency 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.
23. 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

24. For the purpose of ascertaining the appropriate allowance of paid sick absence 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 HSC employer shall be aggregated.

Limitation of Allowance when Insurance or Other Benefits are Payable

25. 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

26. 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.
27. 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

28. 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

29. 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

30. 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

31. 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

32. 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

33. 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

34. Special leave for any circumstances may be granted (with or without pay) at the discretion of the employer. Where a consultant is required to attend court as a witness, as a result of the normal course of delivering his or her HSC duties, such attendance will be classified as Contractual and Consequential Services.

F. Maternity Leave and Pay

35. The provisions of Schedule 24 shall apply.

36. Not allocated.

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:
 - failure to hold or maintain a requisite qualification, registration or licence to practice;
 - in order to comply with statute or other statutory regulation;
 - redundancy;
 - where there are concerns which have been upheld by agreed procedures in respect of conduct and capability (see circular HSS(TC8) 6/2005).
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. Where a case of gross misconduct or gross negligence has been upheld, 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 HPSS.

Termination of Employment by Redundancy

9. If a consultant's employment is terminated because of redundancy within the meaning of section 174 of the Employment Rights (Northern Ireland) Order 1996, or

the circumstances described in Section 45 of the General Terms and Conditions of Service, then provided that he or she has two years or more continuous service, entitlement to redundancy payment will be in accordance with Section 45 of the General Terms and Conditions of Service.

SCHEDULE 20

Incorporated General Terms and Conditions Of Service

This Schedule lists those General Terms and Conditions of Service that apply under the contract, except where otherwise indicated in these Terms and Conditions.

Section	Subject
1	Annual Leave Entitlement
2	Statutory and Public Holidays
7.	Equal Opportunities
8.	Harassment at Work
9.	Child Care
10.	Retainer / Career break scheme
11.	Job Sharing
22.	Subsistence Allowances
23.	Travelling Expenses
24.	Official Vehicles, Mileage Allowances and Associated Provisions
26.	Removal Expenses and Associated Provisions
38.	Facilities for Staff Organisations
39.	Joint Consultation Machinery
41.	Health Awareness for HPSS staff
42.	Disciplinary and Disputes Procedures
45.	Arrangements for Redundancy Payments
46.	Payment of Superannuation and Compensation Benefits on Premature Retirement
48.	Protection of Pay and Conditions of Service
52.	Position of Employees Elected to Parliament
53.	Membership of District Councils
54.	Payment of Annual Salaries
55.	Preparation for Retirement
57.	Statutory Sick Pay: Qualifying Days
59.	HSS Trusts - Continuity of Service
61.	Annual Leave and Sick Pay Entitlements on Re-entry and Entry into HPSS Employment

NB – Please note that Maternity Leave and Pay arrangements are now covered in temporary Schedule 24.

SCHEDULE 21

Model Provisions for Expenses – HSC 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 HSC or contracted on an honorary basis. HSC 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 (unless for good reason), 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 Terms and 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 31 to 53 and subject to paragraph 34 of these provisions) mileage allowances shall be payable in accordance with the rates specified at paragraphs 14 to 25 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 the agreed home to base mileage, for each single journey (doubled 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 the maximum of their agreed home to base mileage 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 the agreed home to base mileage.

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 agreed home to base mileage.

Rates of Mileage Allowance: Regular User Allowances

14. 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 31 to 39; 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 31 to 39; and
 - iii. are required by their employing organisation to use their own car on HSC 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 either:
 - i) necessarily use their car on an average of three days a week; or
 - ii) 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

15. Essential users are consultants who:
- 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
- i. 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 periods of leave) of twice or more during a working week; or
 - ii. whose duties require them to pay frequent visits to places away from their principal place of work (e.g. to clinics, schools, residential establishments and other places, for instance, in connection with the control of infectious diseases and food poisoning), or who are liable to be called out in an emergency in connection with statutory duties relating to the control of communicable disease and food poisoning or the compulsory removal to suitable premises of persons in need of care and attention.

Change in Circumstances

16. 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

17. Where an employing organisation does not consider that a consultant, other than one to whom paragraph 34 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

18. 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.
19. 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

20. Part months of service shall be regarded as complete months for the purposes of paragraph 18. 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

21. 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 Terms and Conditions of Service.

Standard Mileage Rates

22. 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 14, 23 and 34 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

23. 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

24. 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 HSC 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

25. 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

26. The provisions of this paragraph apply to consultants who qualify for the first time as essential car users in the HSC, other than those who are offered, or provided with, a suitable Lease Car.
27. 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).
28. Loans shall be made in accordance with the provisions of paragraphs 22 to 27 of Section 24 of the General Terms and Conditions of Service.
29. 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

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

Lease Cars

Allocation

31. For the purposes of paragraphs 32 to 53, a "Lease Car" is any vehicle owned or contract-hired by an employing organisation.
32. Employing organisations may offer Lease Cars for individual use on official business where they deem it economic (see also paragraph 50 of these provisions) or otherwise in the interest of the service to do so.
33. Consultants who are required to travel on HSC 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

34. 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 HSC 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 33 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.
35. 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.
36. A consultant who has been allocated a Lease Car for individual use on HSC business is entitled to private use of the car, subject to the conditions set out in paragraphs 40 to 53 of these provisions.
37. 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.
38. 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.
39. 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

40. 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. wilful 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

41. 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).
42. 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.
43. 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.
44. 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.

45. 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.
46. 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.
47. 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

48. 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

49. A consultant who has been allocated a Lease Car will be responsible for purchasing all petrol, whether for business or private mileage.
50. HSC business mileage costs will be reimbursed by reference to a claim form or diary showing daily visits on HSC business signed by the consultant. HSC business mileage costs include journeys for which a mileage allowance would be payable under paragraphs 7 to 13 of these provisions.
51. 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, Social Services and Public Safety 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.

52. The provisions of paragraph 25 of these provisions shall apply to expenses incurred by a consultant using a Lease Car on official business.

Carriage of Passengers

53. 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

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

Postage etc

57. 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

58. 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 54 to 56;
 - iii. where a consultant to whom sub-paragraph ii. does not apply provides general medical or dental services under Part VI of the Health and Personal Social Services (Northern Ireland) Order 1972, 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 54 to 56 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.
59. A consultant to whom sub-paragraph 58ii. 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 to Northern Ireland, provided that the consultant returns to his or her holiday address after interview; for this purpose, travel from Great Britain, 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.
60. 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

61. The provisions of Section 26 of the General Terms and Conditions of Service shall apply.

Annex A

Allowances and Charges for Private Use

Table 1: Mileage Allowances

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)	29.7	36.9	40.0	40.0
9,001 - 15,000 miles	(p)	16.5	19.7	22.7	25.5
Thereafter	(p)	17.8	20.1	20.5	20.5

3. Standard rates:

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: 2p per mile

6. Pedal cycles: 6.2p per mile

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

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:

$$\frac{(\text{Cost of Contract Hire at } \text{)} - (\text{Cost of Contract Hire at } \text{)}}{1000}$$

(maximum quoted mileage) (minimum quoted mileage)

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 HSC 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 22 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, Social Services and Public Safety. 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 approved non-HSC consultant level experience. Where a locum consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification (required for the locum post concerned), the employing organisation will, where necessary, credit appropriate additional seniority to ensure that the locum 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 level experience where a locum consultants would not otherwise be able to reach the same pay threshold).
5. Locum consultants who hold a substantive consultant post (either within the employing organisation, or with another HSC 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 a substantive consultant post (e.g. retired consultants) or consultants taking up a locum post with an employer other than their substantive employer 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. A locum in post for a period of six months will become subject to the Job Planning process. Where a locum doctor is covered by the Job Planning process and has completed twelve months' locum service, whether continuous or cumulative, there shall be an assessment of whether he or she has met the criteria set out in Schedule 15 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 HSC 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.

SCHEDULE 23

Guidance Notes For The Employment Of Joint Appointment Consultants within HSC

Preamble

- i) This guidance applies to all HSC Joint Appointment Consultants. It is intended to inform both the HSS employing organisation and University employer in the management of a joint appointment consultant who is employed on comparable terms to the Consultant Terms and Conditions of Service (Northern Ireland) 2004.
- ii) Associated documentation is set out below:

Document	Purpose
Joint Appointment Consultant - Principles for Applying the Consultant Contract	A policy document setting out principles for applying the HSC consultant contract to joint appointment Consultants in Northern Ireland. The document was agreed between the DHSS&PS, the NICC, MASC(NI), the Universities and Colleges Employers Association and the HSC Employers. This document does not in itself form part of the contract documentation, but its agreed principles have underpinned the development of the contract documentation for joint appointments.
Joint Appointment Consultant Contract (NI) Suggested Clauses	Agreed clauses that should be incorporated into the substantive contract issued to a joint appointment (normally by a University). These clauses enable parity with the HSC pay arrangements to be achieved.
Consultant Terms and Conditions of Service (NI) 2004	The Terms and Conditions, associated with the consultant contract, were agreed between NICC, the HSC Employers and DHSS&PS in March 2004. This document forms the basis for the employment of HSC consultants and applies to joint appointment contract holders, subject to the provisions of Schedule 23 of the Terms and Conditions.

- iii) The special nature of the joint appointment consultant's job derives from its two major components, academic and clinical, which are of equal importance and together make up the integrated workload. The integrated commitments require the joint appointment consultant to give equal priority to University and HSC activity within a contractual framework that supports flexible working practices.
- iv) The contract documentation for joint appointment consultants has been agreed in the spirit of joint working between stakeholders. The two parts of the contract and this guidance are based on the agreed 'Joint Appointment Consultant – Principles for

Applying the Consultant Contract' and the principles in the recommendations of the Follett report³. In particular:

- HSC and University organisations involved in medical education and research should be 'working together to integrate separate responsibilities'; and
 - Universities and HSC bodies should formally make all joint appointment consultants fully aware to whom they are accountable for the separate facets of their job.
- v) These principles are embodied in the concept of job planning and the single integrated Job Plan that will be agreed for a joint appointment consultant. The integrated job planning process ensures that all stakeholders have clarity about the duties that have been agreed for an individual joint appointee. The integrated process also ensures joint working between the University and the HSC employers.

³ "A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001.

Appointment

1. All appointments should be made jointly by the employers having regard to guidance on joint recruitment to be issued by UCEA. This guidance is based on the key Follett report recommendation⁴ that:
 - the job descriptions for new and replacement Joint Appointment consultant posts with academic and clinical duties should be jointly prepared and formally agreed by both partners prior to advertisement.
2. In order to serve in the HSC, a joint appointment consultant must be included on the appropriate registers held by the General Medical Council or the General Dental Council, and hold a valid license to practice.
3. On appointment a jointly agreed induction programme should be arranged by the employing organisations.

Joint Appointment Consultants Employed By More Than One HSC Organisation

4. In some cases a joint appointment consultant may undertake work for a number of HSC organisations under the provisions of their contract. Where this is the case:
 - (i) a lead HSC employer should hold the HSC joint appointment contract and represent all the HSC organisations involved for the purposes of the integrated Job Plan review;
 - (ii) it should be clear from an individual's joint appointment contract that he or she is expected to undertake work for other employers. To ensure this, the duties for all HSC employers, including locations, should be specified in the integrated Job Plan;
 - (iii) it should be clear at all times where liability falls (i.e. which HSC organisation will take responsibility under the Clinical Negligence Scheme for Trusts); and
 - (iv) the other HSC organisations should agree to indemnify the lead employer for any losses or liability that the lead employer might otherwise incur as a result of negligence. These indemnities could be given in correspondence, or an appropriately worded Service Level Agreement signed by all the HSC employers involved.

Duties And Responsibilities

5. All duties for joint appointment consultants should be expressed as Programmed Activities in the integrated Job Plan. A Programmed Activity is a period of activity, typically equivalent to 4 hours' work, although in some cases activities will be included in the integrated Job Plan as part Programmed Activities⁵. A full-time joint appointment consultant will normally be contracted for a total of 10 Programmed Activities per week.
6. All of a joint appointment consultant's duties involving Direct Clinical Care should be included in a work schedule that will normally cover a week, or a number of weeks.

⁴ "A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001.

⁵ Note also that the length of Programmed Activities may be varied where they are undertaken during Premium Time.

For some activities, such as research, other academic activities and emergency work while on-call, that are often undertaken at irregular times, the Programmed Activity may be a prospective estimate of the amount of time that will be allocated to these duties over a longer period of time. It is recognised that some activities, such as research, may be undertaken in a flexible way. Where a joint appointment consultant finds that in practice the amount of time worked on a particular activity differs from the number of Programmed Activities allocated to it, the integrated job planning process will be used to address this. Programming of duties should ensure compliance with the Working Time Regulations.

7. Direct Clinical Care duties include, but are not limited to:
 - a dental teaching clinic where patients are treated under the direct supervision of the joint appointment consultant as part of the patient's ongoing clinical care, or where organised for dental teaching.
 - a medical outpatient clinic where patients are treated as part of their ongoing clinical care, with students in attendance.

Job Planning

8. The duties of a joint appointment consultant will be set out in a single, integrated Job Plan. The integrated Job Plan will cover all of the joint appointee's professional duties. Although the integrated Job Plan may be agreed with a lead HSC employer acting on behalf of a number of HSC organisations, the Job Plan will include duties undertaken for all HSC organisations. The integrated Job Plan will be expressed in terms of Programmed Activities.
9. A provisional integrated Job Plan should be jointly agreed between the HSC and University employers in advance of the formal job planning meeting. In most cases a representative of both employers will be present at a Job Plan meeting. However, in exceptional cases and with the agreement of all parties, one individual may represent both employers and agree the integrated Job Plan with the joint appointee.
10. The integrated Job Plan must be reviewed at least annually and any party may propose amendment at any time.
11. In line with the key recommendations of the Follett report, a joint appointee's management and accountability arrangements for both employers should be set out in the integrated Job Plan.
12. Joint Appointment Consultants will not be expected to carry out work that has not been agreed in the job plan.
13. Detailed guidance on job planning is available at www.dhsspsni.gov.uk/hpss/hrd.

Job Planning Flexibilities

14. The contractual arrangements for joint appointment consultants allow, by agreement between joint appointment consultants and employers, for flexible timetabling of commitments over a period. Flexible timetabling (annualisation) could help meet varying service needs by allowing adjustment to working patterns at different times of the year and facilitate teaching and research requirements. Examples could include:
 - offering the flexibility for a consultant to focus on an intensive research project for part of the year or to alternate clinical and teaching duties across the year;

- term time working; and/or
 - consultant of the week arrangements.
15. The allocation of programmed activities for a full time joint appointment consultant for Direct Clinical Care and Supporting Professional Activities will typically be divided equally between the HSC and the University. However there will be scope for agreed local variation of the Job Plan to take account of individual circumstances and University or HSC service needs; for example, in terms of management, research and development and teaching duties. The proportion of Programmed Activities allocated to Direct Clinical Care compared with Supporting Professional Activities will typically be 3 to 1. There are flexibilities in the contract to agree a different ratio for individual joint appointment consultants. Supporting Professional Activities will need to be available from both HSC and University Employers to allow the Joint Appointment Consultant to undertake those Supporting Professional Activities which are specific to each employment.

Facilitation And Appeals

16. Where a dispute arises from the integrated job planning process or decisions about pay progression, a joint appointment consultant will be entitled to an appeal, subject to facilitation having failed. Any appeal will be jointly conducted by both employers, and the appeals panel will include representation from both employers and a representative acting on behalf of the consultant. An Appeals Framework is set out at Annex E of the Joint Appointment Consultant Contract.

On-call

17. Joint appointment consultants can agree to participate in an on-call rota as part of their duties under their joint appointment contract. Participation in an on-call rota will attract a pay supplement, as defined in the contract of employment and Schedule 17 of the Consultant Terms and Conditions of Service (NI) 2004.

Additional Programmed Activities

18. Joint appointment consultants may agree to undertake additional Programmed Activities on behalf of either employer. If they do so, these will be remunerated at the standard HSC rate applicable to the time of day. The University will not require Joint Appointment consultants to undertake any additional programmed activities in the completion of their academic work.
19. In some cases, where it is agreed with both employers and the Joint Appointment Consultant, all additional Programmed Activities may be contracted for with one employer.

Additional Programmed Activities and Additional Professional Capacity

20. Where a Joint Appointment consultant undertakes privately remunerated work outside the terms of his or her contract that has not been expressly agreed in the integrated Job Plan, he/she may be asked by either employer to undertake one additional Programmed Activity. The employer responsible for reimbursing this additional activity should be agreed between the employers prior to engagement with the individual consultant. In the above circumstances, agreeing to undertake an additional Programmed Activity, if asked to do so, will form part of the criteria for pay

progression. Where an additional Programmed Activity is undertaken it will be remunerated at the standard HSC rate applicable to the time of day.

21. Either employer may offer additional Programmed Activities to a joint appointment consultant under the private practice rules referred to in paragraph 20. The split of any agreed additional Programmed Activities that are to be undertaken for either employer will be agreed as part of the integrated job planning process. Where a full-time joint appointment consultant who is currently working the equivalent of 11 Programmed Activities or more transfers to the new contract and it is agreed that the same level of activity should form part of their integrated Job Plan under the new contract, he/she will not be expected to offer any additional work on top of this.

Fee Paying Services

22. Where any separate duties for which fees are payable are undertaken explicitly on behalf of either employer, the conditions applying to such work will be agreed between the employers and the joint appointment consultant. For all other Fee Paying Services the provisions of Schedule 10 of the Consultant Terms and Conditions of Service (NI) 2004 will apply.

Intellectual Property

23. It is recognised that both HSC organisations and academic institutions have policies relating to intellectual property rights. These procedures will be in line with any agreed documentation on the management of Intellectual Property produced by the HSC or the University. There should be a local agreement between the employers and the joint appointment consultant concerning the intellectual property rules that will apply to a particular job, or research project, where the development of intellectual property may occur as a result of both parts of a joint appointment consultant's duties. Local agreements will also address any potential conflicts between the policies of HSC organisations and academic institutions.

Research Governance

24. Joint appointment consultants are expected to comply with their employers' procedures for research governance. Local agreements will also address any potential conflicts between the policies of HSC organisations and academic institutions.

Basic Salary

Commencement Of Service

25. In setting starting salary employers are expected to take into account all previous HSC service in the consultant grade and any equivalent experience in another EEA member-state. Employers may also, at their discretion, take into account service outside the HPSS, for example including:
 - service outside the EEA;
 - voluntary service;
 - service in the independent sector;
 - service in HM armed forces; and

- employment in an academic institution other than that subject to the current contract .

Salary should be agreed between both employers. The employer organisations should credit starting salary with additional 'seniority' to take account of any relevant (equivalent) experience and retain discretion to take account of any relevant academic qualifications.

Pay Uplift

26. A Joint Appointment Consultant contract is based on parity in arrangements with the HSC, and a joint appointment's basic salary is linked to the pay scale for substantive HSC consultants. The rates of pay, including pay thresholds and consequential rates of payment for additional Programmed Activities, will be uplifted in line with that for HSC consultants. The rates will be uplifted from 1 April.
27. 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).

Recruitment or Retention Premia

28. The University and HSC employers may jointly agree to pay either a recruitment or a retention premium. Any such payments will be agreed as part of the offer of contract. Payments may be made as a single sum, or on a recurrent basis, but for a time limited period. If the latter, the period in question will not typically last for more than four years. Such premia will not exceed more than 30% of the normal starting salary for a consultant post.

Pay Progression

29. Representatives of both employers will jointly agree decisions on pay progression. Pay progression will be in accordance with Schedule 15 of the Consultant Terms and Conditions of Service (NI) 2004. Neither employer will be able to add additional criteria.
30. As with disputes arising from job planning, a joint appointment consultant will be entitled to appeal against a decision on pay progression. Such an appeal can be lodged with either employer.

Pay Supplements

Premium Time

31. The provisions relating to contracted work undertaken in Premium Time are contained in Schedule 7 of the Consultant Terms and Conditions of Service (NI) 2004.

On-call Availability Supplements

32. On-call availability supplements will also be payable in accordance with Schedule 17 of the Consultant Terms and Conditions of Service (NI) 2004.

Distinction Awards, Discretionary Points (or their agreed replacement)

33. Joint appointment consultants will continue to be eligible for HSC Distinction and Meritorious Service Awards and Discretionary Points (or their agreed replacement).

Pension

34. Joint appointment consultants who are continuing contributors to the HPSS Superannuation Scheme retain the option to contribute to the Universities Superannuation Scheme or to remain in the HPSS Superannuation Scheme, subject to the terms of that scheme.
35. The HPSS Superannuation Scheme is a final salary scheme with benefits based on the best of the last three years' pensionable pay. The following will be pensionable in the HPSS Superannuation Scheme:
- the joint appointment's basic salary (up to ten Programmed Activities), including pay thresholds;
 - enhancements to basic salary by way of any discretionary points or distinction awards (or their agreed replacement);
 - any on-call availability supplement;
 - fees for domiciliary visits not undertaken during Programmed Activities.
36. The following will not be pensionable in the HPSS Superannuation Scheme:
- travelling, subsistence, and other expenses paid as a consequence of the consultant's work for the employing organisation or the wider HSC;
 - any recruitment or retention premium;
 - any payments for additional Programmed Activities;

Annual and Special Leave

37. Annual leave entitlement for joint appointment consultants will be determined by both employers, but should be no less favourable than those agreed for substantive HSC consultants. HSC consultants normally receive 6 weeks' annual leave, with an extra two days' leave awarded in recognition of sustained commitment to the HSC for consultants with more than seven years' seniority.
38. From April 2005, joint appointment consultants, like substantive HSC consultants, will become entitled to an extra 2 days leave which will replace 2 existing statutory days which HSC consultant staff currently receive. The 2 statutory days being replaced are the day taken as July 13, and the third day at Christmas. This will give all consultants with less than seven years seniority 6 weeks and 2 days of annual leave a year from April 2005, plus 10 public holidays. Consultants with more than seven years seniority will have an entitlement to 6 weeks and 4 days of annual leave from April 2005 plus 10 public holidays.
39. Arrangements for study, sabbatical and other kinds of leave must be agreed by both employers following appropriate consultation.

40. Where a joint appointment consultant intends to take annual leave, the timing should be agreed in advance with an employer where it will affect contractual duties. Annual leave will not be unreasonably withheld by either employer. Wherever possible, provisions for taking annual leave will be agreed as part of the integrated job planning process.

Disciplinary Matters

41. Wherever possible, any issues relating to conduct and competence should be identified and resolved without recourse to formal procedures. Where disciplinary action is taken against a joint appointment consultant, the disciplinary procedures used will be determined by which employer initiated the action.
42. Should either employer contemplate taking disciplinary action against a joint appointment consultant, the joint appointment consultant should be given the opportunity to respond to the matter raised as part of the preliminary investigation. If it is deemed necessary to proceed to a disciplinary hearing, the initiating employer should inform the other joint employer (or the lead employer if a joint appointment consultant holds contracts with more than one HSC employer) and keep them informed at all stages of the process.
43. Should either employer terminate the contract, this may have implications for the other contracting employer.

Termination of Contract

44. Should either employer choose to terminate their contract with the individual, there should be a review of the other employing contract.

Schedule 24

Maternity Leave and Pay (Temporary Schedule)

Introduction

1. All employees will have the right to take 52 weeks of maternity leave.
2. Paragraphs 7 to 54 of this Schedule set out the maternity leave and pay entitlements of HSC employees under the HSC contractual maternity leave scheme.
3. Paragraphs 55 to 59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to HSC employment.
4. Paragraphs 60 to 64 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 7 (i) below and which breaks in service may be disregarded for this purpose.
5. Paragraph 65 explains how to get further information about employees' statutory entitlements.
6. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

Eligibility

7. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the HSC contractual maternity pay scheme if:
 - i. she has twelve months continuous service (see paragraphs 60 to 64) with one or more HSC employers at the beginning of the eleventh week before the expected week of childbirth;
 - ii. she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
 - (a) of her intention to take maternity leave;
 - (b) of the date she wishes to start her maternity leave - she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 8 below);
 - (c) that she intends to return to work with the same or another HSC employer for a minimum period of three months after her maternity leave has ended;
 - (d) and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Changing the Maternity Leave Start Date

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

Confirming Maternity Leave and Pay

9. Following discussion with the employee, the employer should confirm in writing:
 - i. the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
 - ii. unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement; and
 - iii. the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 49 and 50 below);
 - iv. the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

Keeping in Touch

10. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:
 - i. any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;
 - ii. keeping the employer in touch with any developments that may affect her intended date of return.

Work During the Maternity Leave Period

Keeping in Touch Days

11. To facilitate the process of Keeping in Touch Days (KIT days) it is important that the employer and employee have early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.
12. To enable employees to take up the opportunity to work KIT days employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.
13. KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.
14. An employee may work for up to a maximum of 10 KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.
15. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.
16. The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.

17. Any such work must be by agreement and neither the employer nor the employee can insist upon it.
18. The employee will be paid at their basic daily rate, for the hours worked less appropriate maternity leave payment for KIT days worked.
19. Working for part of any day will count as one KIT day.
20. Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 34.

Paid Maternity Leave

Amount of Pay

21. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:
 - (i) for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable;
 - (ii) for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants' allowances) receivable, providing the total receivable does not exceed full pay.
 - (iii) for the next 13 weeks, the employee will receive any Statutory Maternity Pay or Maternity Allowance that they are entitled to under the statutory scheme.
22. By prior agreement with the employer occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

Calculation of Maternity Pay

23. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:
 - (i) in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
 - (ii) in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis;
 - (iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating

average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid Contractual Leave

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

Commencement and Duration of Leave

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

Sickness Prior to Childbirth

26. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.
27. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

Pre-term Birth

28. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.
29. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.
30. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start the day after the day of birth.
31. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.

Still Birth

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

Miscarriage

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

Health and Safety of Employees Pre and Post Birth

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

Return to Work

36. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.
37. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

Returning on Flexible Working Arrangements

38. If at the end of maternity leave the employee wishes to return to work on different hours the HSC employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.
39. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.

Sickness Following the End of Maternity Leave

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

Failure to Return to Work

41. If an employee who has notified her employer of her intention to return to work for the same or a different HSC employer in accordance with paragraph 7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions

Fixed – Term Contracts

42. Employees subject to fixed-term contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 7 (i), 7 (ii)(a), 7 (ii)(b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.
43. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further HSC appointment shall not constitute a break in service.
44. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 41 above will not apply.
45. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 7 (i) above may still be entitled to Statutory Maternity Pay.
46. Unallocated

Contractual rights

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

Increments

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

Accrual of Annual Leave

49. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.
50. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and employer.

Payment in lieu may be considered as an option where accrual of annual leave exceeds normal carry over provisions.

Pensions

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

Antenatal Care

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

Post-natal Care and Breastfeeding Mothers

53. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.
54. Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive Guidance recommends that employers provide:
 - o a clean, healthy and safe environment for women who are breastfeeding,
 - o suitable access to a private room to express and store milk in an appropriate refrigerator.

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

Employees Not Returning to HSC Employment

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

Employees With Less Than Twelve Months Continuous Service

56. If an employee does not satisfy the conditions in paragraph 7 for occupational maternity pay she may be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 7.
57. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre or Social Security Office.
58. All employees will have a right to take 52 weeks of maternity leave whether they return to HSC Employment or not.
59. Paragraph 65 contains further information on statutory maternity entitlements.

Continuous Service

60. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more HSC employers qualification set out in paragraph 7 (i) the following provisions shall apply:
- (i) HSC employers include HSS Boards, HSC Trusts, Special Agencies and employment in the NHS;
 - (ii) a break in service of three months or less will be disregarded (though not count as service).
61. The following breaks in service will also be disregarded (though not count as service);
- (i) employment under the terms of an honorary contract;
 - (ii) employment as a locum with a general practitioner for a period not exceeding twelve months;
 - (iii) a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
 - (iv) a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve months at the discretion of the employer which recruits the employee on her return;
 - (v) absence on a employment break scheme in accordance with the provisions of Schedule 25;
 - (vi) absence on maternity leave (paid or unpaid) as provided for under this agreement.
62. Employers may at their discretion extend the period specified in paragraphs 60 (ii) and 61.
63. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.
64. Employers have the discretion to count other previous HSC service or service with other employers.

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

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

<http://www.dti.gov.uk/employment/workandfamilies/maternityleave-pay/guidance/page21116.html>

http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternitypay.asp

http://jobcentreplus.gov.uk/JCP/Customers/WorkingAgeBenefits/Dev_008115.xml.html

Information about Health and Safety for new and expectant mothers at work can be found using the following link:-

www.hse.gov.uk

SCHEDULE 25

Employment break scheme (temporary schedule)

General

1. HSC employers should provide all staff with access to an employment break scheme.
2. The scheme should be agreed between employers and local staff representatives.
3. The scheme should be viewed with others, particularly those relating to flexible working, balancing work and personal life, and provisions for carers, as part of the commitment to arrangements which enable employees to balance paid work with their other commitments and responsibilities.
4. The scheme should also enable employers to attract and retain the experience of staff consistent with the HSC commitment to the provision of high quality healthcare.
5. The scheme should provide for people to take a longer period away from work than that provided for by the parental leave and other leave arrangements.

Scope

6. The scheme should explicitly cover the main reasons for which employment breaks can be used, including childcare, eldercare, care for another dependant, training, study leave or work abroad. It should also indicate that other reasons will be considered on their merits.
7. People on employment breaks will not normally be allowed to take up paid employment with another employer except where, for example, work overseas or charitable work could broaden experience. In such circumstances written authority from the employer would be necessary.

Eligibility

8. The employment break scheme should normally be open to all employees who have a minimum of twelve months' service.
9. Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

Length of break

10. The maximum length of break should be five years.
11. Breaks should be able to be taken either as a single period or as more than one period.
12. The minimum length of break should be three months.
13. The length of any break should balance the needs of the applicant with the needs of the service.
14. The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.

15. All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:
- the effect of the break on various entitlements related to length of service;
 - a guarantee that, if the applicant returns to work within one year, the same job will be available, as far as is reasonably practicable;
 - if the break is longer than one year, the applicant may return to as similar a job as possible;
 - return to work at the equivalent salary level, reflecting increases awarded during the break;
 - the notice period required before the return to work should be two months if the break is less than a year and six months if the break is more than a year;
 - arrangements for keeping in touch during the break;
 - requirements on the applicant to keep up to date with their relevant professional registration needs, including attendance at specified training courses and conferences, and any assistance the employer may give in the support of this;
 - training arrangements for re-induction to work;
 - any other conditions required either by the employer or the applicant.

Return to work

16. Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.
17. The period of the break should count toward continuous employment for statutory purposes.
18. Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.

Appeals

19. Applicants should be entitled to a written reason for the refusal of any application.
20. Applicants may resort to the grievance procedure if a request for a break is refused.

Monitoring and review

21. All records of applications and decisions should be kept for a minimum of twelve months.
22. The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

SCHEDULE 26

Caring for Children and Adults (Temporary Schedule)

General

1. All HSC employers must have a carer's policy to address the needs of people with caring responsibilities and to meet the requirements of the "right to request" flexible working legislation for carers of children and dependant adults (see Employment Relations (NI) Order 1999 for definition of "carer"). This policy should emphasise the benefits of employment breaks, flexible working arrangements and balancing work and personal life as set out in Schedules 25, 27 and 28.
2. The policy should seek to balance the requirements of delivering a first class service with the needs of employees, to find the most effective means of supporting those with carer responsibilities as part of a wider commitment by the HSC to improve the quality of working life.
3. Many of the policies related to child and dependant care will have relevance to other forms of care. For example the planning process for checking out what would help eligibility criteria and ensuring equality of access. These should be considered when drawing up a carers policy.

Child and Dependant Care

4. Childcare covers a range of care choices for children from birth up to age 14 years.
5. Dependant care covers a range of options to meet the needs of dependant adults, where an employee is involved in substantial and regular care sufficient for them to seek a change in their permanent contract of employment
6. The policy should be drawn up jointly between employers and local staff side representatives. This should cover:
 - the child and dependant care needs of people relative to matters such as place of work, working patterns (including shift patterns) and hours worked;
 - policy on child and dependant care support particularly related to specific difficulties in recruiting and retaining people in certain job categories;
 - equality of access to child and dependant care and affordability, respecting the diversity of personal domestic circumstances;
 - guidelines on eligibility;
 - how the policy relates to other Schedules, in particular those covering leave and flexible working arrangements;
 - the range of options open to carers, i.e. crèche facilities, childminders, workplace nurseries, allowances, school and holiday play schemes, term-time contracts etc. The policy should be clear as to why certain options are available;
 - partnership options with other employers and trade unions;

- allocation of senior management responsibility for the operation and monitoring of the policy.
- 7. Where a decision is taken not to offer particular forms of childcare, the policy should indicate where other arrangements are available to support people with childcare responsibilities, and what alternative ways of working exist.
- 8. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
- 9. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
- 10. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

SCHEDULE 27

Flexible Working Arrangements

General

1. HSC employers in partnership with staff organisations will develop positive flexible working arrangements which allow people to balance work responsibilities with other aspects of their lives.
2. Employers are required to consider flexible working options as part of their duty to make reasonable adjustments for disabled staff and job applicants under the Disability Discrimination (NI) Order 2006, and staff returning from maternity leave (see Section 15).
3. New working arrangements should only be introduced by mutual agreement, whether sought by the employee or the employer.
4. Flexible working should be part of an integrated approach to the organisation of work and the healthy work/life balance of staff.
5. Policies for flexible working should be made clear to all employees.
6. Employers should develop policies on flexible working which, as far as is practicable, should include:
 - part-time working, where a person works to a pattern and number of hours by mutual agreement;
 - job sharing, where two or more people share the responsibilities of one or more full-time job(s), dividing the hours, duties and pay between them;
 - flexi-time, where employees can choose their own start and finish time around fixed core hours;
 - annual hours contracts, where people work a specific number of hours each year, with the hours being unevenly distributed throughout the year;
 - flexible rostering, using periods of work of differing lengths within an agreed overall period;
 - term-time working, where people work during the school term but not during school holidays;
 - school-time contracts;
 - teleworking, where people work from home for all or part of their hours with a computer or telecommunication link to their organisation;
 - voluntary reduced working time, where people work reduced hours by agreement at a reduced salary;

- fixed work patterns, where, by agreement, days off can be irregular to enable, for example, access by separated parents to their children and flexible rostering.
 - Flexible retirement
7. Flexible working arrangements should be available to all employees.
 8. All jobs should be considered for flexible working. If this is not possible the employer must provide written, objectively justifiable reasons for this and give a clear, demonstrable operational reason why this is not practicable.
 9. There should be a clear procedure for application for flexible working, agreed by employers and local staff representatives.
 10. All people with flexible working arrangements should have access to standard terms and conditions of employment, on an equal or pro-rata basis, unless different treatment can be justified for operational reasons.

Monitoring and Review

11. Applications and outcomes should be monitored annually, in partnership with local staff representatives.
12. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
13. Applications and outcomes, from both employer and employees, should be recorded and kept for a minimum of one year.

SCHEDULE 28

Balancing Work and Personal Life

General

1. HSC employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.
2. Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this Schedule should be seen as operating in conjunction with other provisions particularly the Employment Break Scheme, Flexible Working Arrangements and the Caring for Children and Adults Schedules.
3. Arrangements should be agreed between employers and local staff representatives.
4. A dependant is someone who is married to, or is a partner or civil partner, “a near relative” or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

FORMS OF LEAVE

Parental Leave

5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
6. Parental leave should be applicable to any employee in the HSC who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).
7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with HPSS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

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

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.
12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, HSC organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.
13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more HSC employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.
14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.
16. Reasonable paid time off to attend ante-natal classes will also be given.
17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

Adoption Leave and Pay

18. All employees are entitled to take 52 weeks adoption leave.
19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.
20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.
21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.
22. Eligibility for occupational adoption pay will be twelve months' continuous HSC service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.

23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.
24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.
25. Reasonable time off to attend official meetings in the adoption process should also be given.
26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

Keeping in Touch

Work during the Adoption Leave Period

Keeping in Touch Days

27. Employees will be entitled to Keep in Touch Days (KIT) in line with the maternity leave and pay provisions as set out in Schedule 24.

Leave/Time Off for Domestic Reasons

28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.
29. These provisions should cover all employees.
30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
31. If the need for time off continues, other options may be considered, such as a career break.
32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

Monitoring and Review

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

36. Monitoring information should be analysed and used to review and revise policies and procedures to ensure their continuing effectiveness.
37. Applications and outcomes, from both employer and employees should be recorded and kept for a minimum of one year.

SCHEDULE 29

Redundancy Pay (Temporary Schedule)

1. This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of termination of their contract, have at least 104 weeks of continuous full-time or part-time service. These take effect from 1 October 2006. It also sets out the arrangements for early retirement on grounds of redundancy and in the interests of the service for those who are members of the HPSS Superannuation Scheme and have at least two years continuous full-time or part-time service and two years qualifying membership in the Scheme. Pension changes take effect from 1 December 2006. It further sets out transitional arrangements from 1 December 2006 to 30 September 2011 for staff aged over 50 at the time of redundancy who are members of the HPSS Superannuation Scheme with at least five year's pensionable service.

Definition of Redundancy

2. The Employment Rights (Northern Ireland) Order 1996 Article 174 states that redundancy arises when employees are dismissed in the following circumstances:
 - “where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
 - where the requirements of the business for employees to carry out work of a particular kind, in place where they were so employed, have ceased or diminished or are expected to cease or diminish”.

Qualification for a Redundancy Payment

3. To qualify for a redundancy payment, the member of staff must be an employee, working under a contract of employment for a HSC employer. ‘HSC employer’ means HSS Boards, HSC Trusts, Special Agencies and employment in the NHS. Non executive directors of HSC organisations do not qualify. Contracts of employment may be written or verbal, and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required they accept the terms and conditions offered by the employer. To qualify for a redundancy payment the employee must also have at least 104 weeks of continuous full-time or part-time service.

Definition of Continuous Service

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

Definition of Reckonable Service

5. “Reckonable service” for the purposes of a HSC redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous HSC employer but with the following additions:
 - where there has been a break in service of 12 months or less the period of employment prior to the break will count as reckonable service;
 - periods of employment as a trainee with a general medical practitioner in accordance with the provisions of the Trainee Practitioner Scheme will count as reckonable service;
 - at employer discretion, any period or periods of employment with employers outside the HSC where these are judged to be relevant to HSC employment can be included in reckonable service.
6. The following employment will not count as reckonable service:
 - employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by a HSC employer;
 - where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

Definition of a Month’s Pay

7. “Month’s pay” means whichever is the more beneficial of the following calculations:
 - 4.35 times a week’s pay calculated in accordance with the provisions of Sections 17 to 25 of the Employment Rights (Northern Ireland) Order 1996;
 - an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

Calculation of Redundancy Payment

8. The redundancy payment will take the form of a lump sum, dependent on the employee’s reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month’s pay for each complete year of reckonable service subject to a minimum of two years (104 weeks) continuous service and a maximum of 24 year’s reckonable service being counted.
9. Fractions of a year of reckonable service will not be taken into account.

Early Retirement on Grounds of Redundancy for Employees entitled top pension benefits

Qualification Criteria

10. Members of the HPSS Superannuation Scheme who are made redundant and meet the conditions set out above in paragraphs 3 to 6, may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum benefit set out in paragraph 8. To qualify for early retirement the member of staff must:
- be a member of the HPSS Superannuation Scheme;
 - have at least two years' continuous service and two years' qualifying membership;
 - have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the HPSS Superannuation Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.[§]

Definition of Qualifying Membership

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

Use of Redundancy Payment to pay for Early Retirement

12. If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant HPSS Superannuation Scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.**
13. This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under paragraph 8 then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally

[§] Subject to consultation, for those who are in the new pension scheme (with a normal pension age of 65), minimum pension age will be 55 from when the scheme is set up.

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

be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.

Treatment of Concurrent Pensionable Employment

14. Where there is concurrent pensionable employment, members may choose between:
- ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme); and
 - taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55; and
 - members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60.^{††}
15. The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

Exclusion from eligibility

16. Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:
- they are dismissed for reasons of misconduct, with or without notice; or
 - at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another HSC employer; or
 - unreasonably refuse to accept or apply for suitable alternative employment with the same or another HSC employer; or

^{††} Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the HSC employer authorising retirement.

[‡] Practitioners are general medical and general dental practitioners.

- leave their employment before expiry of notice, except if they are being released early (see paragraphs 20 to 21 below); or
- are offered a renewal of contract (with the substitution of the new employer for the previous HSC one);
- where their employment is transferred to another public service employer who is not a HSC employer.

Suitable alternative employment

17. Employers have a responsibility before making a member of staff redundant or agreeing early retirement on grounds of redundancy to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another HSC employer. Employers should avoid the loss of staff through redundancy wherever possible to retain valuable skills and experience where appropriate within the local health economy.
18. 'Suitable alternative employment', for the purposes of paragraph 17, should be determined by reference to Articles 173 and 176 of the Employment Rights (Northern Ireland) Order 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.
19. For the purposes of this scheme any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee before the date of termination of contract and with reasonable time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the 'trial period' provisions in Article 173(3) of the Employment Rights (Northern Ireland) Order 1996 will apply.

Early release of redundant employees

20. Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the HSC is available, may, during the period of notice, obtain other employment outside the HSC.
21. If they wish to take this up before the period of notice of redundancy expires the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

Claim for redundancy payment

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

- they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date;
- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

Retrospective Pay Awards

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

Disputes

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

Early Retirement in the Interests of the Efficiency of the Service

25. Members of the HPSS Superannuation Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph 10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases, no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.
26. These arrangements are aimed at employees who have give valuable HSC service in the past but are no longer capable of doing so. This might be because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement.
27. The relevant HPSS Superannuation Scheme certifies the grounds on which early retirement is taking place. The scheme does so, on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.

Employer Responsibilities

28. Employer contributions to the HPSS Superannuation Scheme do not cover the costs of early retirement benefits. There is a requirement for HSC employers to pay these costs if they retire staff early on grounds of redundancy or in the interests of the service.

Transitional Arrangements: 1 October 2006 to 30 September 2011

29. There will be transitional arrangements in place from 1 December 2006 to 30 September 2011. These transitional arrangements apply to staff:
- whose continuous HSC service and/or pension scheme membership began before 1 October 2006;
 - who are aged over 50 on 30 September 2006 or who reach 50 during the transition period: 1 October until 30 September 2011; (after 6 April 2010 subject to the rules on minimum pension age set out in paragraph 10);
 - who are members of the HPSS Superannuation Scheme and have at least five years qualifying membership in the scheme at the date of redundancy.
30. Employees who are made redundant and qualify for transitional protection can choose between a redundancy payment under the new arrangements and payment under transitional protection. The transitional arrangements for early retirement (but not the redundancy payment) will also apply to staff given early retirement in the interests of the service and who meet the qualifying conditions in paragraph 29.
31. Transitional protection has two phases. The first phase applies from 1 December 2006 to 30 September 2009. During this phase, the maximum pension that an employee can receive on taking redundancy retirement is that to which they would have been entitled had they been made redundant under the old agreement on 30 September 2006.
32. The second phase is from 1 October 2009 to 30 September 2011. During this phase, as well as freezing the maximum enhanced pension at that which would have been available on 30 September 2006, there will be a further reduction so that all enhancements are removed by 30 September 2011.
33. The date used to calculate the level of both final pensionable pay and of salary for redundancy payment under the transition will be set by reference to the actual date of redundancy.

Calculation of Baseline Entitlement During Transition

34. For employees taking advantage of the transitional arrangements, and subject to a maximum of 20 years' reckonable service being counted, the lump sum redundancy payment will be calculated based on the arrangements in place before 1 October 2006 as follows. Based on service at 30 September 2006:
- 1 ½ week's pay for each complete year of reckonable service at age 41 or over;
 - one week's pay for each complete year of reckonable service at age 22 or over but under 41;
 - ½ week's pay for each complete year of reckonable service at age 18 or over but under 22;
 - overall maximum 30 week's pay.

35. Fractions of a year of reckonable service will not be taken into account except that they may be aggregated under paragraph 34 above to make complete years. The lowest weeks' pay multiplier relevant to the employee's calculation will apply to the complete year aggregated.

Reduction to Baseline Entitlement

36. Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than 10 years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 6 2/3 years they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 6 2/3 years with pro-rata reduction for part years.
37. The redundancy payment made under these transitional arrangements will be based on the number of week's service applicable for a redundancy on 30 September 2006 along with the reduction for enhancement greater than 6 2/3 years that would have been made had the redundancy taken place on that date. If there has been a break in continuous service between 1 October 2006 and the date of redundancy, then the payment would be based on the number of years continuous service at the date of redundancy.
38. As a baseline calculation for transitional protection all employees eligible for premature payment of pension and compensation benefits under the terms of this agreement on transition shall have their reckonable years in the HPSS Superannuation Scheme at 30 September 2006 doubled subject to a maximum enhancement of ten added years. Total reckonable years (including enhancements) will in all cases be limited to the lesser of:
- the total reckonable service that would have been attained by continuing in service to retirement age; or
 - 40 years; provided that:
 - the enhancement of reckonable service for employees with relevant optant service shall be based on the aggregate of their reckonable HSC service and their relevant optant service.

Transition Phase One: 1 October 2006 to 30 September 2009

39. For redundancies from 1 October 2006 until 1 December 2006, when the regulations to give effect to the transition are introduced, employees will receive enhanced pension based on the pre 1 October arrangements including the calculation of redundancy payment.
40. From 1 December 2006 to 30 September 2009, the enhancement that the employee will be eligible to receive will be the enhancement on which the pension would have been based had they been made redundant on 30 September 2006, less the number of days since 30 September 2006. For those who have any part-time membership, the reduction in enhancement will be scaled down according to the scaling factor applicable at 30 September 2006.

Transition Phase Two: 1 October 2009 to 30 September 2011

41. During this phase, maximum enhancement available to the employee made redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. [The Department has yet to decide on the reduction factor during phase 2 in Northern Ireland]. However, the effect of the two transition elements together will be that no enhancement is available from 1 October 2011.
42. Paragraphs 29 to 42 will be removed from this agreement on 1 October 2011.

CONSULTANT TERMS AND CONDITIONS OF SERVICE
(NORTHERN IRELAND) 2004
(May 2008 issue)

Record of Amendments

Amendments to this handbook will normally be notified in the form of replacement pages attached to a Circular. Revised material will be indicated by a vertical marginal line. Please make amendments immediately they are received and keep the following record of amendments up to date.

Amendment number	Circular number	Date inserted
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Amendment number	Circular number	Date inserted
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
34		
38		
39		
40		