

SUMMARY OF CHANGES IN THE DECEMBER 2005 ISSUE OF THE CONSULTANT TERMS AND CONDITIONS OF SERVICE (NORTHERN IRELAND) 2004

This handbook replaces the Consultant Terms and Conditions of Service (Northern Ireland) 2004 issued in April 2004:

The main amendments are as follows:

1. Schedule 23 Joint Appointments

Entire Schedule added to TCS.

2. Schedule 1

Replace paragraph 1 with:

1. The date from which employment under this contract began must be stated in paragraph 2 of the consultant's contract of employment.
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3. Schedule 1

Replace paragraph 2 with:

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 from whom the current contract was transferred under TUPE or equivalent arrangements. Previous employment with other HPSS 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 Personal Social Services (Northern Ireland) Order 1991 or any other statute.
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4. Schedule 1

Insert new paragraph 3

Calculation of seniority

3. HPSS organisations should take into account all previous service as a consultant with other HPSS employing organisations and any equivalent experience in another EEA Member State. The employing organisation may, at its discretion, take into account service outside the HPSS, for example including:
 - employment outside the EEA;
 - voluntary service;
 - employment in the independent sector;
 - service in HM armed forces.
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5. Schedule 4

Replace paragraph 5 with:

5. The membership of the panel will be:
- a chair nominated by the appellant's 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.
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6. Schedule 13

Replacement paragraph 5 with:

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 HPSS 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-HPSS 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-HPSS consultant level experience.
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7. Schedule 13

Delete paragraph 8

8. Schedule 13

Delete Table 1

9. Schedule 13

Insert paragraph 10

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.
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10. Schedule 13

Replace paragraph 11 with:

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 HPSS 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).

11 Schedule 13
Delete Table 2 and

12. Schedule 13
Replace references to 'Table 1' and/or 'Table 2' in paragraphs 5, 8, 9, 13, 14, 15 with reference to 'Annex A' throughout Schedule 13.

13. Schedule 13
Insert Annex A

Annex A

Basic salary for consultants appointed before 15 January 2004

Pay Scale	Seniority	Pay Threshold	Basic salary (2006/07)	Years after transfer before threshold level changes
M430	30+	7	£84,154	Salary on transfer
		8	£89,432	1 year after transfer
			£94,706	2 years after transfer
M421	21-29	6	£78,875	Salary on transfer
		7	£84,154	1 year after transfer
		8	£89,432	2 years after transfer
M420	20	8	£94,706	3 years after transfer
		6	£78,875	Salary on transfer
		7	£84,154	1 year after transfer
M419	19	8	£89,432	3 years after transfer
		6	£78,875	Salary on transfer
		7	£84,154	1 year after transfer
M418	18	8	£94,706	5 years after transfer
		6	£78,875	Salary on transfer
		7	£84,154	2 years after transfer
M417	17	8	£89,432	3 years after transfer
		6	£78,875	Salary on transfer
		7	£84,154	2 years after transfer
			£89,432	4 years after transfer

Pay Scale	Seniority	Pay Threshold	Basic salary (2006/07)	Years after transfer before threshold level changes
		8	£94,706	6 years after transfer
M416	16	6	£78,875	Salary on transfer
		7	£84,154	3 years after transfer
		8	£89,432	4 years after transfer
		8	£94,706	7 years after transfer
M415	15	6	£78,875	Salary on transfer
		7	£84,154	3 years after transfer
		8	£89,432	4 years after transfer
		8	£94,706	8 years after transfer
M414	14	6	£78,875	Salary on transfer
		7	£84,154	3 years after transfer
		8	£89,432	5 years after transfer
		8	£94,706	9 years after transfer
M413	13	6	£78,875	Salary on transfer
		7	£84,154	3 years after transfer
		8	£89,432	5 years after transfer
		8	£94,706	10 years after transfer
M412	12	6	£78,875	Salary on transfer
		7	£84,154	3 years after transfer
		8	£89,432	6 years after transfer
		8	£94,706	11 years after transfer
M411	11	6	£78,875	Salary on transfer
		7	£84,154	4 years after transfer
		8	£89,432	7 years after transfer
		8	£94,706	12 years after transfer
M410	10	6	£78,875	Salary on transfer
		7	£84,154	4 years after transfer
		8	£89,432	8 years after transfer
		8	£94,706	13 years after transfer
M409	9	6	£78,875	Salary on transfer
		7	£84,154	4 years after transfer
		8	£89,432	9 years after transfer
		8	£94,706	14 years after transfer
M408	8	6	£78,875	Salary on transfer
		7	£84,154	5 years after transfer
		8	£89,432	10 years after transfer
		8	£94,706	15 years after transfer
M407	7	6	£78,875	Salary on transfer
		7	£84,154	5 years after transfer
		8	£89,432	10 years after transfer
		8	£94,706	15 years after transfer
M406	6	5	£77,766	Salary on transfer
		5	£78,875	1 year after transfer

Pay Scale	Seniority	Pay Threshold	Basic salary (2006/07)	Years after transfer before threshold level changes
		6	£84,154	5 years after transfer
		7	£89,432	10 years after transfer
		8	£94,706	15 years after transfer
M405	5		£76,658*	Salary on transfer
		*	£77,766	1 year after transfer
		5	£78,875	2 years after transfer
		6	£84,154	6 years after transfer
		7	£89,432	11 years after transfer
		8	£94,706	16 years after transfer
M404	4		£71,659	Salary on transfer
		3	£74,436	1 year after transfer
		4	£76,658	2 years after transfer
		5	£78,875	3 years after transfer
		6	£84,154	6 years after transfer
		7	£89,432	11 years after transfer
		8	£94,706	16 years after transfer

* For consultants with seniority of 1, 3 or 5 years on transition, the first pay threshold is for transitional purposes.

Pay Scale	Seniority	Pay Threshold	Basic salary (2006/07)	Years after transfer before threshold level changes
M403	3	*	£71,099*	Salary on transfer
		4	£73,322	1 year after transfer
		5	£76,658	2 years after transfer
		6	£78,875	3 years after transfer
		7	£84,154	7 years after transfer
		8	£89,432	12 years after transfer
		8	£94,706	17 years after transfer
M402	2	2	£70,545	Salary on transfer
		4	£72,213	1 year after transfer
		5	£76,658	2 years after transfer
		6	£78,875	3 years after transfer
		7	£84,154	8 years after transfer
		8	£89,432	13 years after transfer
		8	£94,706	18 years after transfer
M401	1	*	£69,991*	Salary on transfer
		3	£71,099	1 year after transfer
		4	£74,436	2 years after transfer
		5	£76,658	3 years after transfer
		6	£78,875	4 years after transfer
		7	£84,154	9 years after transfer
		8	£89,432	14 years after transfer
8	£94,706	19 years after transfer		

* For consultants with seniority of 1, 3 or 5 years on transition, the first pay threshold is for transitional purposes.

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14. **Schedule 14**

Paragraph 5 amended to read:

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-HPSS consultant level experience.

15. **Schedule 14**

Deletion of Table 1

16. **Schedule 14**

Replace references to 'Table 1' and/or 'Table 2' in paragraphs 4, 8, 9, 10 with reference to 'Annex B' throughout Schedule 14.

17. Schedule 14

Insert paragraph 7.

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.

18. Schedule 14

Insert Annex B

Annex B

Pay progression for consultants appointed on or after 15 January 2004

Payscale	Seniority	Threshold	Basic salary 2006/2007	Period before eligibility for next Threshold
M400 Point 00	0	1	£69,991	1 year
M400 Point 01	1	2	£72,213	1 year
M400 Point 02	2	3	£74,436	1 year
M400 Point 03	3	4	£76,658	1 year
M400 Point 04	4	5	£78,875	5 years
M400 Point 05	5		£78,875	4 years
M400 Point 06	6		£78,875	3 years
M400 Point 07	7		£78,875	2 years
M400 Point 08	8		£78,875	1 year
M400 Point 09	9	6	£84,154	5 years
M400 Point 10	10		£84,154	4 years
M400 Point 11	11		£84,154	3 years
M400 Point 12	12		£84,154	2 years
M400 Point 13	13		£84,154	1 year
M400 Point 14	14	7	£89,432	5 years
M400 Point 15	15		£89,432	4 years
M400 Point 16	16		£89,432	3 years
M400 Point 17	17		£89,432	2 years
M400 Point 18	18		£89,432	1 year
M400 Point 19	19	8	£94,706	-

19. Schedule 18

Replace paragraph 4 with:

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.

20. Schedule 18.

Replace paragraphs 34, 35 and 36 with:

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 HPSS 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.

21. Schedule 19

Replace paragraphs 4 & 5 with:

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.

22. Schedule 20

Delete references to:

'3. Special Leave' and

'6. Maternity Leave'

Insert wording:

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

Delete reference to:

'42. Disciplinary and Disputes Procedures'

23. Schedule 22

Replace paragraph 4 with:

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-HPSS 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).

24. Schedule 22

Replace paragraph 5 with:

5. Locum consultants who hold a substantive consultant post (either within the employing organisation, or with another HPSS 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, or rate of pay, including any Distinction Award, Discretionary Points or Clinical Excellence Awards.
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25. Schedule 22

Replace paragraph 6 with:

6. Locum consultants who do not currently hold a substantive consultant post with the relevant employer (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.
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26. Schedule 22

Replace paragraph 7 with

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.
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27. Schedule 24

Insert temporary Schedule 24

Schedule 24

Maternity Leave and Pay (Temporary Schedule)

Introduction

1. Paragraphs 6 to 43 of this Schedule set out the maternity entitlements of HPSS employees under the HPSS contractual leave maternity and leave scheme.
2. Paragraphs 44 to 47 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 HPSS employment.
3. Paragraphs 48 to 52 define the service that can be counted towards the twelve month continuous service qualification set out in paragraph 6(i) below and which breaks in service may be disregarded for this purpose.
4. Paragraphs 53 to 58 explain how to get further information about employees' statutory entitlements.
5. These arrangements shall apply in respect of all pregnant employees whose expected week of childbirth begins on or after 5 December 2004. Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this schedule, those local arrangements will apply.

Eligibility

6. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the HPSS contractual maternity pay scheme if:
 - i. she has twelve months continuous service (see paragraphs 48 to 52) with one or more HPSS 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 (but see paragraph 7 below);
 - (c) that she intends to return to work with the same or another HPSS 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

7. 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

8. 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 38 and 39 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

9. 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.

Paid Maternity Leave Amount of Pay

10. 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 dependents' allowances) receivable;
 - ii. for the next 18 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependents' allowances) receivable, providing the total receivable does not exceed full pay.
11. 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

12. 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 recalculated on the same basis;
- iii. in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory 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 Maternity Leave

13. Employees will also be entitled to 26 weeks' unpaid leave.

Commencement and Duration of Leave

14. 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

15. 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.
16. 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.

Premature Birth

17. 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.
18. 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.
19. 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.
20. 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

21. 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

22. 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

23. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should 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.
24. 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

25. 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.
26. 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

27. If at the end of maternity leave the employee wishes to return to work on different hours the HPSS 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.
28. 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

29. 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

30. If an employee who has notified her employer of her intention to return to work for the same or a different HPSS employer in accordance with paragraph 6(ii)(c) above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

Miscellaneous Provisions

Fixed – Term Contracts or Training Contracts

31. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth and who satisfy the conditions in paragraphs 6(i), 6(ii)(a), 6(ii)(b) and 6(ii)(d) shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 10 above.
32. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further HPSS appointment shall not constitute a break in service.
33. 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 30 above will not apply.
34. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 6(i) above may still be entitled to Statutory Maternity Pay.

Rotational Training Contracts

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

Contractual rights

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

Increments

37. 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

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

39. 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.

Pensions

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

Antenatal Care

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

Post-natal Care and Breastfeeding Mothers

42. Women who have recently given birth should have paid time off for post-natal care e.g. attendance at health clinics.
43. Employers are required to provide breast-feeding women with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for women who are breast-feeding with suitable access to a private room to express and store milk.

Employees Not Returning to HPSS Employment

44. An employee who satisfies the conditions in paragraph 6, except that she does not intend to work with the same or another HPSS 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 20 weeks.

Employees With Less Than Twelve Months Continuous Service

45. If an employee does not satisfy the conditions in paragraph 6 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 6. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.
46. Employees who fall into the category set out in paragraph 45 but intend to return to HPSS employment will also be entitled to a further period of 26 weeks' unpaid maternity leave.
47. Paragraphs 53 to 58 contain further information on statutory maternity entitlements.

Continuous Service

48. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more HPSS employers qualification set out in paragraph 6(i) the following provisions shall apply:
 - i. HPSS employers includes health authorities, HPSS Boards, HPSS Trusts, and the Northern Ireland Health And Personal Service;
 - ii. a break in service of three months or less will be disregarded (though not count as service).
49. 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 in accordance with the provisions of Schedule 25;
 - vi. absence on maternity leave (paid or unpaid) as provided for under this agreement.
50. Employers may at their discretion extend the period specified in paragraphs 48(ii) and 49.
51. 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.
52. Employers have the discretion to count other previous HPSS service or service with other employers.

Information About Maternity Rights and Statutory Maternity Pay

53. Information about all maternity rights is contained in the following Department of Trade and Industry (DTI) booklet: - *Maternity Rights: a guide for employers and employees (URN 99/1191)*.
54. Copies of this booklet can be obtained by telephoning 0870 – 1502 500. It is also available from the DTI website at: - <http://www.dti.gov.uk/er/individual/maternity.pdf>
55. Information on Statutory Maternity Pay and Maternity Allowance entitlements is contained in the following Social Security Agency (SSA) booklet:- *A Guide To Maternity Benefits (NIL 17A)*
56. Copies of this booklet can be obtained from local benefits offices.

57. Further information on Statutory Maternity Pay and Maternity Allowance entitlements is also available on the DWP website at: - <http://www.dwp.gov.uk/lifeevent/famchild/ind>
 58. Further information for new and expectant mothers at work is available on the Health and Safety Executive website at: - www.hse.gov.uk
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28. Schedule 25
Insert temporary Schedule 25

SCHEDULE 25

Employment Break Scheme (Temporary Schedule)

General

1. HPSS 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 HPSS 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.