

SCHEDULE OF CHANGES IN THE OCTOBER 2006 ISSUE OF THE JOINT HANDBOOK FOR HOSPITAL MEDICAL AND DENTAL STAFF AND DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

This handbook replaces the Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service Terms and Conditions of Service (Northern Ireland) handbook issued in March 2003:

The main amendments are as follows:

1. Contents

Replace with:

Appendix I	Please see the latest Pay Circular, which deals with pay and conditions of service
Appendix II	Application of General Whitley Council Agreements
Appendix III	Application of General Whitley Council Agreements by Subject Matter
Appendix IV	Please see the latest Advance Letter, which deals with fees and allowances payable to doctors for sessional work.
Appendix V	Index to examples of Category 1 and 2 Items of Service
Appendix VI	(Temporary Insertion) Maternity Leave and Pay
Appendix VII	(Temporary Insertion) Employment Break Scheme
Index	Index to Terms and Conditions by Subject Matter

2. Introduction

Replace with:

i. This handbook sets out the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors in Public Health Medicine and the Community Health Service in Northern Ireland. It supersedes the handbook issued in 2003, and incorporates all amendments agreed between the Department and the medical and dental professions as at 1 December 2005.

3. Paragraph 1

Insert new paragraph d:

d. *With effect from 1 April 2005, discretionary points and distinction awards have been replaced with a new Clinical Excellence Awards Scheme. Guidance on the operation of the new scheme is available on the Clinical Excellence Awards website at: <http://www.dhsspsni.gov.uk/clinicalexcellence>.*

Renumber subsequent paragraphs.

4. Paragraph 21.a

Amended to read:

Full time practitioners in the grades SR, SpR, R, SHO, HO and PRHO receive a base salary. Part time practitioners in these grades receive as base salary a proportion of the full-time base salary based on average hours of actual work. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I'

5. Paragraph 22.g

Amended to read:

Band FA shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and:

- i. to practitioners who work an on-call rota of 1 in 10 including prospective cover or more frequently: or
 - ii. to practitioners on on-call rotas who work either an on-call rota of 1 in 13.5 including prospective cover or more frequently, or who work 1 in 6.5 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on duty out-of-hours or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or
 - iii. to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 6.5 weekends or more frequently.
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6. Paragraph 22.h

Amended to read:

Band FC shall apply to part-time practitioners who work within the controls on hours applicable to on-call rotas as described in sub-paragraphs 20.a and 22.a above, and who work on average less than 40 hours of actual work per week; and who work an on-call rota of 1 in 13.5 without prospective cover or less frequently and are not required to be resident, for clinical or contractual reasons, at their place(s) of work when on duty out-of-hours.

7. Paragraph 22.i

Changed to:

Band FB shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who do not fulfil the criteria for Band FA or FC described in sub-paragraphs 22.h and i above.

8. Paragraph 22.j

Amended to read:

No supplement shall apply to:

- i. full-time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 40 hours or fewer all between 7 am to 7 pm, Monday to Friday;
- ii. part time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours all between 7 am to 7 pm, Monday to Friday.

9. Paragraph 112.d

Changed to:

‘Provision for protection of salary in paragraph 132’

10. Paragraph 133.c

Amended to read:

Where a practitioner has been on one of Points 1,2,3,4 or 5 of the Senior House Officer scale for a period of five months or more in their last appointment prior to promotion to Specialist Registrar their starting salary shall be determined as under sub-paragraph a. above and they shall retain their existing incremental date.

11. Paragraph 189

Replace with:

Wherever possible, any issues relating to conduct and capability should be identified and resolved without recourse to formal procedures. However should an employing authority consider that a practitioner’s conduct and capability may be in breach of the authority’s code of conduct, or that the practitioner’s professional competence has been called into question, the matter of conduct, or that the practitioner’s professional competence has been called into question, the matter will be resolved through the ‘Maintaining high professional Standards in Modern HPSS’ framework (effective from 1 December 2005). Any allegations of misconduct against, or capability concerns about, a doctor or dentist in a recognised training grade should be considered initially as a training issue and dealt with via the educational supervisor with close involvement of the postgraduate dean from the outset.

12. Paragraph 190

Delete and replace with:

190. Unallocated.

13. Paragraph 200

Replace with:

14. Paragraph 214

Replace with:

The leave entitlements of practitioners 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. In addition, a practitioner who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9 am on a statutory or public holiday should receive a day off in lieu. Where the needs of the service permit, locums should be allowed statutory and general national holidays or days in lieu in the same way as practitioners in regular appointments.

15. Paragraph 260

Replace with:

Special leave for any circumstances may be granted (with or without pay) at the discretion of the employing authority, with the following qualifications:

- a. Attendance at court as witness: For practitioners attending court as medical or dental witnesses such attendance is governed by paragraphs 30 to 37 and 40 to 42.
 - b. Jury service: Normally medical and dental practitioners are entitled to be excused jury service.
 - c. Contact with notifiable diseases: In general, the situation will not arise in the case of medical practitioners because of their professional position.
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16. Paragraph 261

Replace with:

The provisions listed temporarily at Appendix VI shall apply.

17. Appendix I

Replace with:

Appendix I
Please see latest pay circular which deals with pay and conditions of service of hospital medical and dental staff and doctors in public health medicine and the community health service.

18. Appendix II

Delete:

- 3 Special Leave
- 6 Maternity Leave

42 Disciplinary Procedures
(subject to the qualifications set out in paragraph 1 thereof)

Insert:

NB: Please note that maternity Leave and Pay arrangements are now covered in temporary Appendix VI.

19. Appendix III

Delete:

Maternity Leave	6
Special Leave	3
Disciplinary Procedures	42*

Insert:

NB: Please note that Maternity Leave and Pay arrangements are now covered in temporary Appendix VII

20. Appendix 1V

Replace with:

Please see the latest pay circular which deals with fees and allowances payable to doctors for sessional work in the community health service, medical examinations of prospective HPSS employees and notification of infectious diseases and food poisoning

21. Insert Temporary Annex VI

Maternity Leave and Pay

Introduction

1. Paragraphs 6 to 43 of this Appendix set out the maternity leave and pay entitlements of HPSS employees under the NHS contractual maternity 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 months 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 section, 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 weeks 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 the maternity leave has ended;
 - d. and provides a MATB 1 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 dependants' 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 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 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 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 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 reasonable 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

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 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. Woman 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 woman with suitable rest facilities. The Health and Safety Executive also encourages employers to provide a healthy and safe environment for woman 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 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 employer's qualification set out in Paragraph 6 (i) the following provisions shall apply:
 - i. HPSS employers include the HPSS, Boards, HPSS Trusts, and Special Agencies;

- 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 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 Appendix VII;
 - 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.
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 the 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: - <http://www.hse.gov.uk>.

22. *Insert Temporary Appendix VII*

Employment Break Scheme

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 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 break.

Appeals

19. Applicants should be entitled to a written reason for the refusal of any applicant.
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.