

CONSULTANT CONTRACT

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Version 1 – October 2003

Version 2 – 1 June 2005¹

Version 3 – 30 June 2006⁶

Version 4 – 1 April 2008²⁴

Version 5 - 1 April 2018²⁹

Version 6 – 8 August 2019³⁰

Version 7 – 8 October 2020³³

CONTRACT OF EMPLOYMENT

Between

[Insert name of employing organisation]

and

[Insert name and address of employee]²

THE POST

1 Consultant

1.1 Your job title is Consultant in []*. *

1.2 This contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996. The parties agree that the employer will be entitled to make changes to this contract unilaterally to the strictly limited extent that such changes are necessary to enable the employer to comply with its statutory obligations under section 1 of the Employment Rights Act 1996 which stipulates the particulars which must be provided by employers to employees regarding their employment. The employer shall provide you with notice of any changes which are required to be made including new wording proposed, an explanation of why the employer considers the change necessary to comply with section 1 of the Employment Rights Act 1996, and the date on which the changes automatically take effect.³⁴

2 Commencement of Employment

2.1 Employment under this contract **[begins]** * **[began]** on [] * and incorporates [] * years seniority (as defined in Schedule 1 of the Terms and Conditions of Service for consultants – England (2003)[†].) * [Your pay scale code on commencement is []*][‡]

2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, **[begins]** * **[began]** on []*. *

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out in 2.1 and 2.2 may count. The amount of reckonable service is []*.^{3,4}

[Note: Schedule 1 of the TCS contains guidance on commencement of employment].^{7, 35}

* Employing organisation to complete

[†] To be referred to from hereon in as 'the 2003 TCS for Consultants'

[‡] Employing organisations may wish to insert a pay scale code here.⁵

3 General Mutual Obligations

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- to co-operate with each other;
- to maintain goodwill;
- to carry out our respective obligations in agreeing and operating a Job Plan;
- to carry out our respective obligations in accordance with appraisal arrangements;
- to carry out our respective obligations in devising, reviewing, revising and following the organisation's policies, objectives, rules, working practices and protocols.

THE WORK

4 Location

Your principal place of work is [].* Other work locations including off site working may be agreed in your Job Plan where appropriate, e.g. for supporting professional activities and some direct clinical care such as audit notes. You will generally be expected to undertake your Programmed Activities at the principal place of work or other locations agreed in the Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

You may be required to work at any site within your employing organisation, including new sites.

5 Duties

5.1 Main Duties and Programmed Activities

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, which is appended to this contract at Appendix 1 as reviewed in line with the provisions in section 6 below.

5.2 Associated Duties

You are responsible for the associated duties set out in Schedule 2 of the 2003 TCS for Consultants.³⁶

5.3 Objectives

The purpose of including agreed personal objectives in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

5.4 On-Call Duties and Emergency Responses

You may also be required to participate in an on-call rota to provide emergency cover (see section 9). When not on an on-call rota, we may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, we will review the need to introduce an on-call rota.

5.5 Training entitlement

Your statutory training requirements are set out below. These are at the expense in provision and paid time of your employer.

[List of any statutory training requirements required for the post]

You may also be expected to undertake further local training applicable to your role, also at the expense in provision and paid time of your employer, with the time for undertaking this training documented within your job plan. [Note: Employing organisation to include any local training requirements required for the post.]

Further provision of training will be through the use of Supporting Professional Activity (SPA) time and Study Leave (Schedules 3 & 18). Appropriate time will be provided by the employer to allow you to complete the training.³⁷

6 Job Planning

6.1 Job Plan

You and your clinical manager have agreed a prospective Job Plan. A generic Job Plan is appended at Appendix 1 of this contract. You and your clinical manager shall review and agree any variations required within six months of starting in post and your section 1 particulars shall be amended automatically. The Job Plan sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements, your objectives and supporting resources.

You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 3 of the 2003 TCS for Consultants. Either may propose amendment of the Job Plan. You will help ensure through participating in Job Plan reviews that your Job Plan meets the criteria set out in the 2003 TCS for Consultants and that it contributes to the efficient and effective use of NHS resources.³⁸

7 Programmed Activities

7.1 Scheduling of Activities

You and your clinical manager will agree in the schedule of your Job Plan the programmed activities that are necessary to fulfil your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach

agreement in the scheduling of all activities. We will not schedule non-emergency work during premium time without your agreement.

Subject to the provisions for recognising work done in Premium Time (see section 8 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.

Your job plan will contain [] * Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in Paragraph 7.6 to agree up to two extra Programmed Activities. Remuneration for Programmed Activities is set out in section 21 below and Schedules 13 and 14 of the 2003 TCS for Consultants.

The rates for basic pay are set out in Appendix 5 [note: Employing organisations to attach the latest pay circular to Appendix 5]

[Note: the number of Programmed Activities will need to be adjusted for part time consultants. Where a consultant has a part-time contract, the employing organisation will need to agree the number of weekly Programmed Activities that should be included in the Job Plan.

Where a consultant appointed after 1 January 2004 wishes to work part-time in order to undertake private practice, such contracts should normally be for no more than six Programmed Activities]³⁹

7.2 Flexibility

Attaching a time value to Programmed Activities is intended to provide greater transparency about the level of commitment expected of consultants by the NHS. However, you and your clinical manager can agree flexible arrangements for timing of work.

Programmed Activities may be scheduled either as a single block of four hours, or sub-divided into smaller units of time.

The precise length of Programmed Activities may vary from week to week around the average assessment set out in the Job Plan.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Programmed Activities. In such a case, you and your clinical manager will agree an annual number of Programmed Activities and your Job Plan will set out variations in the level and distribution of Programmed Activities within the overall annual total.

You and your clinical manager may agree, as part of your Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged out over 26 weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

7.3 Balance between Direct Clinical Care and other Programmed Activities

Subject to the provisions for recognising emergency work arising from on-call rotas below, the schedule in your Job Plan will typically include an average of **[7½]** * Programmed Activities for Direct Clinical Care duties and **[2½]** * Programmed Activities for Supporting Professional Activities. Where your agreed level of duties in relation to supporting professional activities, additional responsibilities and other duties is significantly greater or lower than 2½ programmed activities there will be local agreement as to the appropriate balance between activities. **[Note: Part-time consultants need to devote proportionately more of their time to Supporting Professional Activities. This should be agreed on an individual basis. Refer to the guidance on part time and flexible working for further information].⁸**

The precise balance will be agreed as part of Job Plan reviews and may vary to take account of circumstances where the agreed level of duties in relation to Supporting Professional Activities, Additional NHS Responsibilities and External Duties is significantly greater or lower than **[2½]** Programmed Activities.

Responsibilities as a Medical Director or Clinical Director may be reflected by substitution for other whole or part Programmed Activities or by additional remuneration agreed locally.

7.4 External Duties

Where you wish to seek agreement to have External Duties included in your Job Plan, you must notify your clinical manager in advance. Scheduling of such duties will be by agreement between you and your clinical manager. Where carrying out these External Duties might affect the performance of direct clinical duties, where possible you will give us sufficient notice to ensure that, where such external duties are agreed, you and your clinical manager can agree a revised schedule of activities at least a month in advance.

7.5 Recognition of Emergency Work arising from On-Call Duties

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Programmed Activities in your Job Plan schedule. You may, however, be required to participate in an on-call rota to respond to less predictable emergencies.

The provisions in Schedule 5 of the 2003 TCS for Consultants apply to recognise unpredictable emergency work arising from on-call rota duties that takes place other than during a Programmed Activity scheduled in your Job Plan.

7.6 Additional Programmed Activities

You and your clinical manager may agree that you will undertake additional Programmed Activities over and above the **[ten]** Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. **[Note: add contracted number for part-time consultants]** The remuneration for these activities is covered by section 0 below and Schedules 13 and 14 of the 2003 TCS for Consultants.⁹

Any such agreement will be made in writing and the additional Programmed Activities will be incorporated into your Job Plan schedule.

Without prejudice to section 7.7 below, you do not have to agree to carry out more than ten Programmed Activities on average per week. **[Note: to be adjusted for part-time consultants]** However, where you do give your agreement, you must undertake such activities. The remuneration for these activities is covered by Section 21 below and Schedules 13 and 14 of the 2003 TCS for Consultants. Any additional Programmed Activities that you carry out beyond the standard [ten] **[Note: to be adjusted for part-time consultants]** Programmed activities, will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions.^{40, 41}

7.7 Extra Programmed Activities and Spare Professional Capacity

Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the NHS, for the independent sector or for another party, the provisions in Schedule 6 of the 2003 TCS for Consultants will apply.⁴²

8 Premium Time

The provisions in Schedule 7 of the 2003 TCS for Consultants will apply to recognise the unsocial nature of work done in Premium Time and the flexibility needed by consultants who work at these times as part of a more varied overall working pattern.¹⁰ Remuneration for work done in Premium Time is covered by clause 21 below.⁴³

On any occasion where a consultant is scheduled to work during the Premium Time period, the employing organisation will ensure that the consultant has adequate rest both before and after this period of duty.

9 On-Call and Emergency Duties

9.1 On-Call Rotas

Where you are on an on-call rota, the provisions in Schedule 8 of the 2003 TCS for Consultants will apply.

Your on-call duties will be set out in the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

9.2 On-Call Availability Supplements

Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the 2003 TCS for Consultants and set out at Appendix 4 of this contract. The level of supplement will depend on the frequency of your rota and the typical nature of the required response when you are called.⁴⁴

OTHER CONDITIONS OF EMPLOYMENT

10 Registration Requirements

It is a condition of your employment that you are, and remain, **[a registered dental practitioner and] [Note: employing organisations to delete as appropriate]** a fully registered medical practitioner and are included on the Specialist Register held by the **[General Dental Council (GDC)] [Note: employing organisations to delete as appropriate]** General Medical Council (GMC), and continue to hold a licence to practise.¹¹

11 Fee Paying Services and Private Professional Services

11.1 Minimising Potential for Conflicts of Interest

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 9 of the 2003 TCS for Consultants in order to help minimise the risk of any perceived conflicts of interest to arise with your work for the NHS.

11.2 Fee Paying Services and NHS Programmed Activities

Examples of Fee Paying Services are set out in Schedule 10 of the 2003 TCS for Consultants.

You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 11 of the 2003 TCS for Consultants refers.¹²

11.3 Private Professional Services and NHS Programmed Activities

Subject to the provisions in Schedule 9 of the 2003 TCS for Consultants, you may not carry out Private Professional Services during your Programmed Activities.

11.4 Publications, lectures, etc

You shall be free, without our prior consent, to publish books, articles, etc., and to deliver any lecture or speak, whether on matters arising out of your NHS service or not.¹³

12 Deductions from Pay

We will not make deductions from or variations to your salary other than those required by law without your express written consent.

13 Appraisal and Clinical Governance

The National Appraisal Scheme for Consultant Medical Staff (Department of Health Circulars AL(MD)5/01 and AL(MD)6/00) applies to your post. You must co-operate fully in the operation of the appraisal scheme. You must also comply with our clinical governance procedures.

14 Gifts and Gratuities

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities.

15 Policies and Procedures

You are required to comply with our Policies and Procedures as may from time to time be in force.

16 Grievance Procedures

16.1 The grievance procedures, which apply to your employment are set out in []. * [Note: employing organisations to add reference to local procedures]¹⁴

16.2 If you wish to raise a grievance, you may apply in writing to [POSITION] in accordance with our grievance procedure.⁴⁵

17 Disciplinary Matters

17.1 Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern NHS' framework), subject to the appeal arrangements set out in those procedures.¹⁵

17.2 If you wish to appeal against a disciplinary decision you may apply in writing to [POSITION] in accordance with our disciplinary procedure.⁴⁶

18 Intellectual Property

You will comply with our procedures for intellectual property which are in line with 'The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS'.

19 Other Conditions of Service

The provisions in Schedule 12 of the 2003 TCS for Consultants will apply.

20 Transfer of information

On commencement of employment with the employing organisation, your personal data will be uploaded to the Electronic Staff Record (ESR). ESR is a workforce solution for the NHS which is used by the employing organisation to effectively manage the workforce leading to improved efficiency and improved patient safety.

[In accepting employment with the employing organisation, you accept that the following personal data will/may be transferred if your employment transfers to another NHS organisation].⁴⁷

[List data which is transferred]

Certain personal data is transferred from one NHS organisation to another when your employment transfers. Such personal and confidential information may include personal and special category data for the purposes of the General Data Protection Regulation and the Data Protection Act 2018. NHS organisations have a legitimate interest in processing your data in this way to enable them to establish the employment of a suitable workforce and improve efficiencies within the NHS by making costs savings for Trusts and to save you time if your employment transfers.³¹

PAY

21 Salary

21.1 Basic Salary and Pay Thresholds

Your basic salary on commencement is [£]. * **[Note: employing organisations to complete based on Schedules 13 and 14 of the 2003 TCS for Consultants]** This has been calculated in accordance with the provisions in Schedules 13 and 14 of the 2003 TCS for Consultants which is appended to this contract at Appendix 2.

Your basic salary will increase when you receive pay thresholds in accordance with the provisions of section 20.2 and Schedule 15 of the 2003 TCS for Consultants which is appended to this contract at Appendix 3.

The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the 2003 TCS for Consultants.

Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of transfer to or commencement of this contract.

Your basic salary, together with any payments for extra or additional Programmed Activities (see section 2 below), includes payment for all contractual and Consequential Services.^{16, 48}

21.2 Criteria for Pay Thresholds

You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 of the 2003 TCS for Consultants are met which is appended to this contract at Appendix 3. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds.^{17, 49}

22 Payment for Additional Programmed Activities

22.1 Any additional Programmed Activities that you carry out, beyond the standard [ten]/[] **[Note: to be adjusted for part-time consultants]** Programmed Activities, will be paid at the rates set out in Appendix 2 of this contract.

22.2 For each Programmed Activity scheduled during Premium Time there will be a reduction in the timetable value of the Programmed Activity itself to three hours

or a reduction in the timetable value of another Programmed Activity by one hour, subject to a maximum reduction of three hours per week.

22.3 If, by mutual agreement, a Programmed Activity in Premium Time lasts for four hours or more, an equivalent enhancement to payment may be agreed.

22.4 Where a Programmed Activity falls only partly in Premium Time, the reduction in the timetable value of this or another Programmed Activity will be on an appropriate pro rata basis. If an enhancement to payment is made, this will be applied to the proportion of the Programmed Activity falling within Premium Time.⁵⁰

23 Distinction Awards and Discretionary Points

Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards (ACCEA) has recommended that you receive a Distinction Award or Clinical Excellence Award (CEA), or we have decided that you should receive one or more Discretionary Points or a CEA, these will be paid at the rates set out in the latest Pay Circular from NHS Employers. The provisions in the 'Schedule 30 Clinical Excellence Awards' regarding CEAs being an incorporated schedule to the 2003 TCS for Consultants shall apply to and are expressly incorporated into this contract.^{18, 51}

24 On-Call Availability Supplement

If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in, Schedule 16 of the 2003 TCS for Consultants, which is appended to this contract at Appendix 4.

The frequency of your on-call availability will be detailed in your Job Plan, which is set out in Appendix 1 of this contract.⁵²

25 Recruitment and Retention Premia

We may under certain circumstances decide to award a recruitment or retention premium in addition to your basic salary in line with the provisions in Schedule 16 of the 2003 TCS for Consultants.

26 Directors of Public Health

Directors of Public Health will be entitled to supplements in addition to basic salary in line with the provisions in Schedule 16 of the 2003 TCS for Consultants.

27 London Weighting Allowance

The provisions in Schedule 16 of the 2003 TCS for Consultants shall apply, which are appended at Appendix 4 to this contract.⁵³

28. Benefits

**[Note: employing organisations to complete based on local benefits applicable to doctor]⁵⁴*

PENSION

29 Pension

The provisions in Schedule 17 of the 2003 TCS for Consultants shall apply.

Unless you are deemed ineligible, you will automatically be enrolled in the NHS Pension Scheme⁴ subject to its terms and rules, which may be amended from time to time.⁵⁵

LEAVE AND HOLIDAYS

30 Holidays

30.1 Consultants are entitled to annual leave at the rates per year as set out in Schedule 18 of the 2003 TCS for Consultants, exclusive of public holidays and extra statutory days.

30.2 The leave year runs from the anniversary date of your appointment or adjusted to a common start date in force in that employment. No detriment to you will arise from the leave year adjustment.

30.3 Annual leave should be discussed at the annual Job Plan review. Dates for annual leave and the arrangements for your work to be done in your absence should be incorporated into the agreed Job Plan, or alternatively agreed at least two months in advance, if possible. Subject however to suitable arrangements having been made, you may take up to two days of your annual leave without seeking formal permission provided that you give notification beforehand.

30.4 Annual leave may be carried over subject to Section 1, paragraphs 10-14 of the General Council Conditions of Service.

30.5 The leave entitlements of consultants in regular appointment are additional to eight public holidays and two statutory holidays or days in lieu thereof. The two statutory days may, by local agreement, be converted to a period of annual leave.

30.6 In addition, a consultant who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9am on statutory or public holidays should receive a day off in lieu.

30.7 On termination of your employment, you will be entitled to pay in lieu of any outstanding entitlement accrued in the leave year in which your employment terminates or be required to repay to the Trust salary received in respect of annual leave taken in excess of entitlement. The amount of the payment or repayment shall be based on accrued salary for the leave year paid at [EMPLOYING ORGANISATIONS TO INSERT STANDARD METHOD OF CALCULATION]

30.8 Further details regarding annual leave and public holidays are set out in Schedule 18 of the 2003 TCS for Consultants.⁵⁶

31 Sick leave

31.1 If you are absent from duty owing to illness (including injury or other disability), you shall, subject to the provisions set out in Schedule 18 of the 2003 TCS for Consultants, be entitled to receive an allowance in accordance with the following:

During the first year of service - One month's full pay and (after completing four months' service) two months' half pay;

During the second year of service - Two months' full pay and two months' half pay;

During the third year of service - Four months' full pay and four months' half pay;

During the fourth and fifth years of service - Five months' full pay and five months' half pay;

After completing five years of service - Six months' full pay and six months' half pay.

31.2 The employer shall have discretion to extend a consultant's sick leave entitlement.

31.3 To aid rehabilitation the employer has discretion to allow a consultant to return to work on reduced hours or to be encouraged to work from home without loss of pay to aid rehabilitation. Any such arrangements need to be consistent with statutory sick pay rules.

Further details regarding sick leave are set out in Schedule 18 of the 2003 TCS for Consultants.

Schedule 18 of the 2003 TCS for Consultants also sets out your entitlements in respect of:

- professional and study leave
- sabbaticals
- special leave
- maternity leave^{19, 57}

OTHER ENTITLEMENTS

32 Expenses

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for:

- excess travel
- subsistence; and
- other expenses in accordance with []. **[Note: expenses will be as set out in Schedule 21 of the 2003 TCS for Consultants or any local alternative, which must be at least as favourable].**²⁰

33 Charges for Residence

Except where facilities are provided for you to be on-call a charge may, where appropriate, be made for residing at your Place of Work in accordance with our local procedures.²¹

DURATION OF EMPLOYMENT

- 34** This is a permanent post. **[Note: Employing organisations should amend this paragraph as appropriate for a Fixed Term Appointment and set out the date when it is to end].**^{22, 58}

TERMINATION OF EMPLOYMENT

35

35.1 Where termination of employment is necessary, an employer will give you three months' notice in writing.

35.2 You are required to give your employer three months' written notice if you wish to terminate your employment.

35.3 Shorter or longer notice periods may apply where agreed between both parties in writing and signed by both.

35.4 Employment may be terminated without notice in cases of gross misconduct, gross negligence, or where your registration as a medical doctor (and/or your registration as a dental doctor) has been removed or has lapsed without good reason.

35.5 Further terms regarding termination of employment are set out in Schedule 19 of the 2003 TCS for Consultants.⁵⁹

ENTIRE TERMS

36 Collective agreement and entire Terms

Your employment is governed by this contract and the 2003 TCS for Consultants which is incorporated into your contract

Your terms and conditions may be changed following national collective agreements between the British Medical Association, HCSA and NHS Employers.⁶⁰

This contract and the associated Terms and Conditions of Service contain the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

Appendix 1 – Job Plan⁶¹

Schedule 13

Basic salary and payment for additional programmed activities for consultants appointed before 31 October 2003⁴²

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

Date of transfer

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

Pay Uplifts

4. Increases to pay threshold values may be determined from time to time following the recommendations of the Review Body on Doctors' and Dentists' Remuneration.

Definition of seniority

5. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a consultant's seniority (see Annex A, Table 1). For these purposes, seniority is to be measured as the sum of the number of whole years completed as an NHS consultant, plus the point on the salary scale when appointed (on a scale of 1 to 5), plus any additional credited seniority (in whole years) to reflect non-NHS consultant level experience or flexible training (see below). For the avoidance of doubt, seniority may only accrue during an absence when on an employment break scheme to reflect the gaining of approved non-NHS consultant level experience.⁶

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

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 NHS consultant contract and full-time consultants who have previously held a maximum part-time NHS consultant contract be as referred to by Annex A, Note 1;
 - for part-time consultants be pro rata to the levels referred to by Annex A, Note 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the standard ten Programmed Activities for full-time consultants.^{7,8}
9. For consultants who hold discretionary points or a local clinical excellence award as at 31 March 2018, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates referred to by Annex A, Note 1. This will not apply to any local clinical excellence award points received on or after 1 April 2018.^{7,5}
10. Where a consultant holds a distinction award or a higher clinical excellence award under the current national clinical excellence award scheme as enforced from time to time, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points or local clinical excellence awards as the case may be.
11. 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 held as at 31 March 2018. This will not apply to local clinical excellence award points received on or after 1 April 2018.⁹

Pay protection

12. 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 NHS contract and terms and conditions. For consultants who transferred 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).¹⁰

13. This is provided the consultant continues to undertake the same level of duties and responsibilities and on-call commitments and remains employed by the same NHS organisation or equivalent successor organisation.

Pay thresholds

14. Consultants will become eligible for pay thresholds at the intervals set out in Annex A, Table 1 on the anniversary of transfer to the contract (see paragraph 3 above).
15. The value of pay thresholds for full-time consultants who have previously held a whole-time NHS consultant contract will be as referred to by Annex A, Note 1.
16. The value of pay thresholds for part-time consultants will be pro rata to the levels referred to by Annex A, Note 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten standard Programmed Activities for full-time consultants.
17. Unallocated.
18. .
Unallocated¹¹

Annex A^{12, 34}

Note 1: Pay rates for consultants appointed before 31 October 2003 can be found in the latest Pay Circular [see Annex A of the Pay Circular: Section 2: Annex A] which is available on the NHS Employers website at www.nhsemployers.org⁷⁶

Table 1: Pay progression for consultants appointed before 31 October 2003

Seniority at transfer	Years after transfer before threshold level changes	Pay threshold		Pay scale
30+	On transfer to new contract 1 year after transfer 2 years after transfer	7 8		MC71
21-29	On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer	6 7 8		MC70
20	On transfer to new contract 1 year after transfer 3 years after transfer 4 years after transfer	6 7 8		MC69
19	On transfer to new contract 1 year after transfer 3 years after transfer 5 years after transfer	6 7 8		MC68
18	On transfer to new contract 2 years after transfer 3 years after transfer 5 years after transfer	6 7 8		MC67
17	On transfer to new contract 2 years after transfer 4 years after transfer 6 years after transfer	6 7 8		MC66
16	On transfer to new contract 3 years after transfer 4 years after transfer 7 years after transfer	6 7 8		MC65
15	On transfer to new contract 3 years on transfer 4 years on transfer 8 years on transfer	6 7 8		MC64
14	On transfer to new contract 3 years after transfer 5 years after transfer 9 years after transfer	6 7 8		MC63
13	On transfer to new contract 3 years after transfer 5 years after transfer 10 years after transfer	6 7 8		MC62
12	On transfer to new contract 3 years after transfer 6 years after transfer	6 7		MC61

	11 years after transfer	8		
11	On transfer to new contract 4 years after transfer 7 years after transfer 12 years after transfer	6 7 8		MC60
10	On transfer to new contract 4 years after transfer 8 years after transfer 13 years after transfer	6 7 8		MC59
9	On transfer to new contract 4 years after transfer 9 years after transfer 14 years after transfer	6 7 8		MC58
8	On transfer to new contract 5 years after transfer 10 years after transfer 15 years after transfer	6 7 8		MC57
7	On transfer to new contract 5 years after transfer 10 years after transfer 15 years after transfer	6 7 8		MC57
6	On transfer to new contract 1 year after transfer 5 years after transfer 10 years after transfer 15 years after transfer	5 6 7 8		MC56
5	On transfer to new contract 1 year after transfer 2 years after transfer 6 years after transfer 11 years after transfer 16 years after transfer	* 5 6 7 8		MC55
4	On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer 6 years after transfer 11 years after transfer 16 years after transfer	3 4 5 6 7 8		MC54
3	On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer 7 years after transfer 12 years after transfer 17 years after transfer	* 4 5 6 7 8		MC53
2	On transfer to new contract 1 year after transfer 2 years after transfer 3 years after transfer 8 years after transfer 13 years after transfer 18 years after transfer	2 4 5 6 7 8		MC52

1	On transfer to new contract	*		MC51
	1 year after transfer	3		
	2 years after transfer	4		
	3 years after transfer	5		
	4 years after transfer	6		
	9 years after transfer	7		
	14 years after transfer	8		
	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 31 October 2003⁴³

1. This Schedule applies to all those whose first appointment as a NHS consultant is on or after 31 October 2003. For these purposes, the date of appointment will be regarded as the date on which the consultant post was offered. There are eight pay thresholds for consultants first appointed on or after 31 October 2003, the value of which is set out in a Pay Circular (see Annex B: Note 1). Subject to the provisions in Schedule 15, there is eligibility for annual progression up to threshold 5; whilst eligibility for progression through the next three thresholds shall occur at five-yearly intervals.
2. For consultants subject to this Schedule, progression through pay thresholds (see below) will be on the anniversary of appointment, subject to being continuously employed in the NHS. For these purposes, the date of appointment will be regarded as the date on which the consultant first started work as a consultant subject to these Terms and Conditions.

Pay Uplifts

3. Increases to pay threshold values may be determined from time to time following the recommendations of the Review Body on Doctors' and Dentists' Remuneration.

Basic pay and pay thresholds

4. On commencement, basic salary – and payments for any additional Programmed Activities – will be the first of the thresholds referred to by Annex B, Note 1, 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-NHS consultant level experience.¹³
6. Where a consultant's training has been lengthened by virtue of being in a flexible training scheme or because of undergoing dual qualification, the employing organisation will, where necessary, set basic salary on commencement at a higher threshold to ensure that the consultant is not prevented from reaching the pay threshold they would have attained had they trained on a full time or single qualification basis (e.g. training extended by two years counts as the equivalent of two years' consultant service where a consultant would not otherwise be able to reach the same pay threshold).¹⁴
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 held as at 31 March 2018. This will not apply to local clinical excellence award points received on or after 1 April 2018.^{15, 77}
8. Consultants will become eligible for additional pay thresholds at the intervals in Annex B, Table 1 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 referred to by Annex B, Note 1, based on the number of agreed weekly Programmed Activities in the consultant's Job Plan as a proportion of the ten standard Programmed Activities for full-time consultants.
10. For consultants who hold discretionary points or a local clinical excellence award as at 31 March 2018, there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates referred to by Annex B, Note 1. This will not apply to any local clinical excellence award points received on or after 1 April 2018.⁷⁸
11. Where a consultant holds a national clinical excellence award under any national clinical excellence award scheme as enforced from time to time, the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of local clinical excellence awards.
12. Where Associate Specialists have been paid in their previous regular employment at a basic salary, including any discretionary points, higher or equal to the rate at which they would (were it not for this provision) be paid on taking up their new Consultant appointment, then their starting salary in the new appointment shall be fixed at the threshold in the scale next above that previous rate.⁵⁷

Annex B^{16, 35}

Note 1: Pay rates for consultants appointed on or after 31 October 2003 can be found in the latest Pay Circular [see Annex A of the Pay Circular: Section 2: Annex B] which is available on the NHS Employers website at www.nhsemployers.org⁷⁹

Table 1: Pay progression for consultants appointed on or after 31 October 2003

Threshold	Years completed as a consultant		Period before eligibility for next threshold	Payroll point
1	0		1 year	MC72 Point 00
2	1		1 year	MC72 Point 01
3	2		1 year	MC72 Point 02
4	3		1 year	MC72 Point 03
5	4		5 years	MC72 Point 04
	5		4 years	MC72 Point 05
	6		3 years	MC72 Point 06
	7		2 years	MC72 Point 07
	8		1 year	MC72 Point 08
6	9		5 years	MC72 Point 09
	10		4 years	MC72 Point 10
	11		3 years	MC72 Point 11
	12		2 years	MC72 Point 12
	13		1 year	MC72 Point 13
7	14		5 years	MC72 Point 14
	15		4 years	MC72 Point 15
	16		3 years	MC72 Point 16
	17		2 years	MC72 Point 17
	18		1 year	MC72 Point 18
8	19		-	MC72 Point 19 ⁶²

Pay thresholds

Criteria for pay thresholds

1. Following the annual Job Plan review, the clinical manager who has conducted the Job Plan review will report the outcome, via the Medical Director, to the Chief Executive and copied to the consultant and the Chief Executive of any other NHS organisation with which the consultant holds a contract of employment, setting out for the purposes of decisions on pay thresholds whether the consultant has:
 - made every reasonable effort to meet the time and service commitments in the Job Plan;
 - participated satisfactorily in the appraisal process;
 - participated satisfactorily in reviewing the Job Plan and setting personal objectives;
 - met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the consultant's control, made every reasonable effort to do so;
 - worked towards any changes identified in the last Job Plan review as being necessary to support achievement of the employing organisation's objectives;
 - taken up any offer to undertake additional Programmed Activities that the employing organisation has made to the consultant in accordance with Schedule 6 of these 2003 TCS for Consultants
 - met the standards of conduct governing the relationship between private practice and NHS commitments set out in Schedule 9.
2. The Chief Executive, informed by the Medical Director's recommendation, will subsequently decide each year whether the consultant has met the criteria.
3. Where one or more of the criteria are not achieved in any year, the Chief Executive will have the discretion to decide where appropriate, for instance because of personal illness, that the consultant should nonetheless be regarded as having met the criteria for that year.
4. Consultants should not be penalised if objectives have not been met for reasons beyond their control. Employers and consultants will be expected to identify problems (affecting the likelihood of meeting objectives) as they emerge, rather than wait until the job plan review.
5. It will be the norm for consultants to achieve pay progression. Pay progression may only be deferred where the consultant has not met the specified criteria at paragraph 1 of this Schedule. Employing organisations cannot introduce any new criteria. For instance, pay progression cannot be withheld or delayed on the grounds of the employing organisation's financial position. Nor would it be

acceptable for NHS organisations to use any system of quotas for pay progression.

6. A consultant has the right of appeal against a decision by the Chief Executive that he or she has not met the criteria in respect of any given year. In the event of an appeal, it will be the responsibility of the employing organisation to show why this decision was taken. The appeal process is at Schedule 4 of the 2003 TCS for Consultants.

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 2003 TCS for Consultants, 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.⁶³

Pay supplements³²

On-call availability supplement

1. If a consultant is required to participate in an on-call rota, he or she shall be paid a supplement in addition to basic salary, in recognition of his or her availability to work during on-call periods. The availability supplement will be paid at the appropriate rate set out in Table 1 below.
2. The level of supplement will depend on both
 - the contribution of the consultant to the on-call rota and
 - the category of the consultant's on-call duties.

Contribution to the rota

3. Full-time consultants shall receive the availability supplement as specified in Table 1 below. Part-time consultants, whose contribution when on-call is the same as that of full-time consultants on the same rota, shall receive the appropriate percentage of the equivalent full-time salary. The contribution of any consultant to the rota will be determined without regard to any alternative arrangements that the consultant may make with colleagues to provide on-call cover.

Category of on-call duties

4. The employing organisation will determine the category of the consultant's on-call duties for these purposes by making a prospective assessment of the typical nature of the response that the consultant is likely to have to undertake when called during an on-call period. This assessment will take into account the nature of the calls that the consultant typically receives whilst on-call. The two categories are:
 - Category A: this applies where the consultant is typically required to return immediately to site when called or has to undertake interventions with a similar level of complexity to those that would normally be carried out on site, such as telemedicine or complex telephone consultations;
 - Category B: this applies where the consultant can typically respond by giving telephone advice and/or by returning to work later.
5. Where there is a change to the consultant's contribution to the rota or the categorisation of the consultant's on-call duties, the level of the availability supplement will be amended on a prospective basis. Where this results in a reduction in the level of availability supplement, there will be no 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.
6. The availability supplement does not alter the amount of basic salary for any other purpose or calculation.

7. Basic salary, for these purposes, will include pay thresholds. It will exclude any Clinical Excellence Awards, Discretionary Points, Distinction Awards, London Weighting Allowance, on-call availability supplement, recruitment or retention premium, and any other fees, allowances or supplements.

Table 1

On-call availability supplement

Frequency of rota commitment	Value of availability 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%

8. Unallocated.⁴⁴

London Weighting Allowance

9. Consultants whose place of work (i.e. where his or her principal duties lie) is within the boundaries of the former health authorities designated by paragraph 5, or in one of the units designated by paragraph 10, of section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London Weighting at the rate specified from time to time in Pay Circulars advising national rates of pay.⁴⁵
10. Consultants whose place of work (i.e. where his or her principal duties lie) is within the boundaries of the former health authorities designated by paragraph 12 of section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London Weighting at the rate for the 'Fringe Zone' specified from time to time in Pay Circulars advising national rates of pay, unless he or she is employed at a unit described in paragraph 9 above.⁴⁶
11. A reduced rate of London Weighting is payable to resident staff who receive free accommodation.⁴⁷
12. Part time consultants shall receive the appropriate proportion of London Weighting.

Recruitment and retention premia

13. An employing organisation may under certain circumstances decide to award a recruitment or a retention premium in addition to basic salary. This may be paid either as a single sum, or on recurrent basis but for a time-limited period. If the latter, the period in question will not typically last for more than four years.
14. Employing organisations will determine the value of any such premium and may adjust its value from time to time to take account of changing circumstances. The value of the premium will not typically exceed 30 per cent of the normal starting salary for a consultant post.

15. Before making such an award, employing organisations will:
- set out evidence of difficulties in recruiting and retaining consultants in the particular specialty, or post in question;
 - set out evidence that they have adequately considered and tried non-pay solutions to such difficulties;
 - consult with other NHS employing organisations and other appropriate bodies such as the Strategic Health Authority for the area in question.

Other payments and allowances

16. A consultant may be entitled to certain other payments and allowances at the discretion of the employing organisation.⁴⁸

Directors of Public Health

17. 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 Pay Circulars advising national rates of pay. These supplements will depend on the band within which their post falls and the weight of the post as assessed by their employing organisation. Band A applies to regional posts, irrespective of population. The definition of the relevant bands is set out below:

Band A: Director of Public Health – Regional Posts

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

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

Band D: Director of Public Health – population 50,000 - 249,999⁴⁹

18. Supplements shall be an element of remuneration and shall be pensionable.⁵⁰
19. 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.
20. 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.
21. 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, a Director of Public Health shall retain the cash value of his or her existing supplement for so long as that remains more favourable.^{51, 64}

Appendix 5 - Rates of Basic Pay

[note: Employing organisations to attach the relevant rates of pay in the latest pay circular]⁶⁵