To: Chief Executives, NHS Health Boards/Trusts
   Directors of Workforce & Organisational Development, NHS Health Boards/Trusts
   Directors of Finance, NHS Health Boards/Trusts

Our Reference: Advanced Letter M&D (W)2/2015

3 June 2015

Dear Colleague

Summary

This circular notifies employers of changes to the following terms and conditions of staff employed in NHS Wales as set out in the Medical and Dental Staff (Wales) Handbook, effective from 31 March 2013.

Pay for Associate Specialists Taking Up Acting Consultant Posts

1 It was agreed the following paragraph is added to the Terms and Conditions of Service for Associate Specialist (Wales) as a new - Schedule 28, and the Medical and Dental Handbook as paragraph 133(d), in relation to Locum consultants entering from the AS grade:

“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 locum consultant appointment, then their starting salary in the new appointment shall be fixed at the next incremental point in the scale above that previous rate.”

This arrangement came into effect from 31 March 2013.

Pay for Speciality Doctors Taking Up Acting Consultant Posts

2 Schedule 21 of the Terms and Conditions of Service for Associate Specialist (Wales) has been replicated in the Terms and Conditions of Service - Speciality Doctors. The new schedule becomes Schedule 28 in the Terms and Conditions of Service - Speciality Doctor and is shown in Annex A. This arrangement came into effect on 31 March 2013.

Agreement – Juniors

3 The Joint Negotiating Committee (Juniors) has approved the following amendments.
Pay Protection on Return to Training

4 The Medical and Dental Staff (Wales) Handbook is amended to reflect the changes set out in Pay Circular M&D (W)4/2007 and to clarify that practitioners whose previous appointment was in the England, Scotland, Wales, Northern Ireland, Isle of Man or Channel Islands hospital service are eligible for protection of salary under the terms of the paragraph.

Banding Questionnaire

5 The Joint Negotiating Committee (Juniors) has confirmed that this is still a valid contractual document and has agreed that it should be republished. The document can be found at:

http://www.nhsemployers.org/SiteCollectionDocuments/Banding%29questionnaire.pdf

Action

6 NHS employers should take all reasonable steps to ensure that the effects of the nationally negotiated collective agreements are incorporated into individual contracts of employment.

Enquiries

7 Employers should direct enquires to: Kevin.Francis@wales.gsi.gov.uk
8 Employees should direct personal enquiries to their employer.

Further Copies

9 Copies of this circular can be downloaded from
http://www.wales.nhs.uk/nhswalesaboutus/workingformhswales/payconditions/payandconditionsresources

Yours sincerely

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Doctors employed under the Terms & Conditions of Employment as set out in the Medical & Dental Staff (Wales) Handbook

Introduction
The definition of “career grade” is inserted into the Introduction as paragraph xii:

xii. For the purposes of paragraph 132 and 135 e the term 'career grade' is a reference to any NHS medical or dental practitioner appointment on national terms and conditions of service other than those in training grades.

Pay protection on return to training
Paragraph 132 is deleted and replaced by paragraphs 132.a. and b:

132.a. Where a practitioner in a career grade takes an appointment in a training grade which is recognised by the appropriate authority as being for the purpose of obtaining approved training (which may include training to enable the practitioner to follow a career in another specialty) and the practitioner has given continuous service in a career grade post or posts for at least 13 months immediately prior to re-entering training, the practitioner shall, while in the training grade, continue to receive a salary protected on the incremental point or threshold the practitioner had reached in his or her previous career grade appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to a career grade post, the practitioner's starting salary should be assessed as if the period spent in the approved training post had been continuing service in the previous career grade. Where a practitioner re-entering training from a career grade has held a recognised training post (or equivalent service overseas) in the 13 months of contracted employment prior to re-entering training, the intervening period spent in the career grade shall be taken as continuing service in the training grade, and the practitioner will be re-appointed on the appropriate incremental point of the training grade scale. Where pay in the earlier training post was already protected under these provisions, such protection shall continue. Practitioners whose previous appointment was in the England, Northern Ireland, Scotland, Wales, Isle of Man or Channel Islands hospital service are eligible for protection of pay point under the terms of this paragraph.

132.b. Where a practitioner moves directly from a higher training grade to a lower grade as determined by the maximum point of the basic pay scale, the practitioner shall, while in the lower grade, continue to be paid on the incremental point the practitioner had reached in his or her previous appointment. Such a practitioner shall receive the benefit of any general pay awards. On reappointment to the higher grade or on appointment to another higher grade, the practitioner's starting salary should be assessed as if the period spent in the approved training post had been continuing service in the previous higher grade.

Pay for Associate Specialists Taking Up Acting Consultant Posts
The following paragraph is added as paragraph 133(d):

133(d) 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 locum consultant appointment, then their starting salary in the new appointment shall be fixed at the next incremental point in the scale above that previous rate.
Annex A

Terms and Conditions of Service – Specialty Doctor (Wales)
Schedule 28 – Acting up Allowance

1. An acting-up allowance shall be payable to a doctor who, with the approval of their employer, takes over the full range of duties and responsibilities of a consultant, subject to the following provisions:

a. when a consultant is absent for more than a qualifying period of fourteen days other than on annual or professional leave within the recommended standard for the senior grade, and arrangements cannot be made either for cover by other consultants or for a locum to be engaged, a doctor under these Terms and Conditions shall be paid for acting-up if the employing organisation consider it is practicable for the doctor to take over the full range of duties and responsibilities of the absent consultant without supervision;

b. the allowance shall be such as to bring the doctor's rate of pay to the rate of pay he or she would receive on promotion to the consultant grade;

c. payment of the allowance shall have effect from the first day of the qualifying period.

d. the rate of allowance shall be determined in accordance with the provisions of paragraph 112 of the Medical and Dental Staff (Wales) Terms and Conditions of Service Handbook (“the Handbook”). The allowance shall include any payment for fees for lectures to non medical or non dental staff and doctors and dentists as set out in the provisions of Paragraphs 164 to 166 of the Handbook. A doctor while acting up in the consultant grade will also be entitled to the arrangements on travelling allowance and mileage as set out in the provisions of Paragraphs 277 to 303 of the Handbook;

e. continuity of a period of acting-up will not be broken by days on which the practitioner is not required to be on duty; continuity will normally be broken by absence on leave of any kind of more than fourteen days and a further qualifying period of fourteen consecutive days will be required after such absence. A doctor shall not act up under the arrangements set out in this schedule for a continuous period longer than 6 months.