

COMMUNITY DENTAL SERVICES  
(NORTHERN IRELAND)  
TERMS AND CONDITIONS OF  
SERVICE (2015)



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\* This denotes those sections of the NHS Terms and Conditions of Service Handbook that are applicable to the Community Dental Service, and which are agreed, amended and updated through the NHS Staff Council.

# SCHEDULE 1

## INTRODUCTION

- 1.1 These Terms and Conditions of Service (TCS) will apply to all dentists working in the Community Dental Service in Northern Ireland. It supersedes the Terms and Conditions of Service for Administrative Dental Officers and Community Dental officers of Health and Social Care Board (October 1988) as they have been applied to dentists within the Community Dental Service.
- 1.2 All dentists working as specified above will transfer to the new contract.
- 1.3 The new contract came into force on the 1<sup>st</sup> April 2015, at which time the previous TCS closed to those dentists working in the community dental service.
- 1.4 The Terms and Conditions set out in this document shall incorporate and be read subject to any amendments which are from time to time the subject of negotiation by the appropriate negotiation bodies, and are approved by the Minister for Health, Department of Health.
- 1.5 This document, the principal statement of terms and conditions (contract of employment), and any local employer-level agreements (including employment policies), contain the entire terms and conditions of employment, such that all previous agreements, practices and understandings between the employer and the employee (if any) are superseded and of no effect.

## SCHEDULE 2

### ENTRY CRITERIA

2.1 A community dentist appointment under these terms and conditions of service:

- shall have full registration with the General Dental Council (GDC); and
- shall have completed vocational or dental foundation training or training/experience that has been deemed equivalent; and,
- shall have completed and passed the pre-employment medical clearance.

#### Competency Framework

2.2 The contract introduces a competency framework for each community dental grade; details of these are outlined in Appendix C, Sections 1-4.

2.3 The competency framework must be taken into account when developing a job description and specification.

## SCHEDULE 3

### COMMENCEMENT OF EMPLOYMENT

3.1 The following dates must be stated in the dentist's contract of employment:

- a) The date from which employment under this contract began (the start date for this contract and terms and conditions of service);
- b) The date from which the current period of continuous employment on this pay scale (which, for those transferring to this pay scale, includes service in the pay scale(s) that this contract subsumes) began;
- c) The date of the start of the current period of continuous employment with the employer for the purposes of the Employment Rights (Northern Ireland) Order 1996 including, if applicable, employment with predecessor organisations that had previously held the contract, e.g. former HSC employing authorities from whom the current contract was transferred under TUPE or equivalent arrangements. Previous employment with other HSC employing organisations does not count as continuous service for the purposes of the Employment Rights (Northern Ireland) Order 1996 except as provided for under the Health and Social Services (Northern Ireland) Order 1991 or any other statute.
- d) The date of the start of the current period of continuous employment with the HSC.

#### Starting Salary, incremental dates and counting of previous service

3.2 Except as provided for elsewhere in these TCS a dentist shall on first appointment to the grade be paid at the first point on the pay scale.

- 3.3 Incremental date will be the anniversary of the date of taking up appointment.
- 3.4 All previous regular service in the HSC/NHS will be counted in full in determining the starting salary and incremental date. Where a dentist is appointed to a post having already given substantive service in one or more posts in that grade or equivalent grade, all such service will be counted in determining the dentist's starting salary and incremental date.
- 3.5 The employer may set the basic salary at a higher incremental point to recognise non-CDS or non-HSC/NHS experience which is determined as being at an equivalent level.

## SCHDEULE 4

### OTHER CONDITIONS OF EMPLOYMENT

#### Associated Duties and Responsibilities

4.1 Whilst on duty a dentist has clinical and professional responsibility for their patients. It is also the duty of a dentist to:

- keep patients (and/or their carers if appropriate) informed about their condition;
- involve patients (and/or their carers if appropriate) in decision making about their treatment;
- maintain professional standards and obligations as set out from time to time by the General Dental Council (GDC) and comply in particular with the GDC's guidance on 'Standards for the Dental Team' as amended or substituted from time to time; and 'The Minimum Standards for Dental Care and Treatment' DHSSPS as set out in 2011, and as may be amended or substituted from time to time;
- to maintain the required level of skills and knowledge, and;
- to protect patients and colleagues from any risk posed by their own health or fitness to work.

4.2 A dentist is responsible for carrying out any work related to and reasonably incidental to the duties set out in their Job Plan for example:

- the keeping of records and the provision of reports;
- the proper delegation of tasks;
- other related duties.

4.3 A dentist must declare:

- a) any outside financial interest or any financial relationship with an external organisation they may have which may conflict or could be perceived to conflict with the policies, business activity and decisions of the employing organisation; and/or
- b) any financial or pecuniary advantage they may gain whether directly or indirectly as a result of a privileged position within the employing organisation.

4.4 It is the responsibility of the dentist to ensure that they comply with their corporate responsibilities as set out in the organisation's standing financial instructions.

4.5 The employing organisation has overall responsibility for arranging cover for staff absences. However, dentists will be expected to co-operate with reasonable requests to cover for their colleagues' absences where they are both safe and have the required competence to do so, and where such requests do not conflict with external commitments and responsibilities. Where dentists undertake such duties which take place outside of normal contracted hours they will receive either equivalent time off in lieu or remuneration at the prevailing rate. Where this may have an impact on the current agreed job plan a temporary job plan, or amendments to the existing plan will be agreed for this period of cover. Where covering absence from existing staffing is not possible, the employing organisation shall be responsible for the engagement of a locum tenens, but the dentist shall have the responsibility of bringing the need to the employer's notice.

## Hours of work

- 4.6 The standard hours of work for full time dentist for the purposes of these TCS will be 37.5 hours per week, excluding meal breaks. Working time will be calculated exclusive of meal break, except in exceptional circumstances where the dentist is required to work during the meal break, in which case such time should be counted as working time.
- 4.7 In exceptional circumstances a dentist may be required to work beyond the dentist's regular contract hours, for example to ensure safe completion of a patient care episode, the employer will ensure that in these circumstances the dentist is neither advantaged or disadvantaged for this flexibility. Specific arrangements should be agreed locally.

## Extra Contractual Work

- 4.8 The dentist is expected to co-operate with the employer in protecting their Health and Safety and that of patients, colleagues and members of the public by abiding by the principles of the Working Time Regulations (NI) 2016 (or any successive legislation). The legislation places limits on the hours of work that a dentist can undertake per week as well as legislative rest periods.
- 4.9 When considering the limits on weekly working hours, hours worked for other organisations contribute to the maximum hours to be worked. The dentist should not enter into other employment which would breach these limits and in taking up appointment with the employer a dentist is required to be aware of these limits in relation to any other employment that may interfere with the dentist's position within the employing organisation or in any other way adversely affect the proper performance of the dentist's work with the employer. In particular the dentist will not work for another organisation or in a self-employed capacity when on sick leave or suspension during hours normally worked for the employer.

## Pension

4.10 The dentist will be automatically enrolled into the HSC pension scheme, under the provisions of the HSC Pension Scheme Regulations (as amended). A dentist who does not wish to, or who no longer wishes to, participate in the pension scheme may opt of the scheme at any time by giving notice in writing to the employer.

## Health Assessment

4.11 The dentist is required to notify the employer, in line with local policy, as soon as possible of any illness, disease or condition, which prevents the dentist from undertaking their duties.

4.12 The employer may at any time require a dentist who is unable to perform the duties of the post as a consequence of illness, to submit to an examination by the employing organisation's occupational health services in accordance with local procedures.

## Research

4.13 All research must be managed in accordance with the requirements of the Research Governance Framework for HSC, (or successive document). The dentist must comply with all reporting requirements, systems and duties of action put in place by the employing organisation to deliver research governance.

## Confidentiality

4.14 A dentist has an overriding professional obligation to maintain patient confidentiality as described by guidance from the General Dental Council, and

employer policies subject to relevant legal exceptions. In addition, the dentist must not disclose, without permission, any information of a confidential nature concerning other employees, contractors or the business of the employer, save where there is an overriding legal obligation to do so.

### Raising Concerns

- 4.15 Should a dentist have cause for genuine concern about an issue (including one that would normally be subject to the requirements regarding information of a confidential nature as set out in paragraph 4.14 above), the dentist has a professional obligation to raise that concern as set out in the GDC's 'Standards for the Dental Team'. A dentist is also encouraged by the employer to raise concerns, in accordance with local policy, and will not be subject to any detriment for raising such concerns.
- 4.16 If a dentist considers that a disclosure about malpractice, patient safety, financial impropriety or any other serious risk (including one that would normally be subject to paragraph 4.15 above) would be in the public interest, the dentist has a right to speak out and be afforded statutory protection as required under the Public Interest Disclosure Act 1998 (PIDA). As far as practicable, local procedures for disclosure of information in the public interest should be followed.
- 4.17 A dentist has a statutory duty to inform the employing organisation of any action taken by the GDC in relation to the dentist's professional conduct whether in the dentist's current or previous employment.

### Publications

- 4.18 A dentist shall be free, without prior consent of the employer, to publish material and to deliver lectures or speak, whether on matters arising out of the dentist's HSC service or not. Such communications must be made in good

faith, without malice, abide by the employing organisation's protocols and practices (including those on social media usage), as well as guidance from the GDC, whether or not this takes place in the dentist's own time. This freedom is subject to the requirements regarding information of a confidential nature as set out in paragraph 4.14 above, and the requirements regarding research as set out in paragraph 4.13 above.

#### Intellectual property

4.19 The dentist must be aware of the employing organisation's local policy regarding intellectual property.

## SCHEDULE 5

### JOB PLANNING

#### Principles

- 5.1 As a feature of the new contract, mandatory job planning arrangements have to be introduced. These arrangements will have mutual benefits to both employer and the employee and apply to all salaried Community Dentists in Northern Ireland.
- 5.2 Job planning and appraisal training must be provided to both the clinical manager and the dentist.
- 5.3 This section should be read in conjunction with 'Job Planning Guidance' jointly agreed between the relevant stakeholders.
- 5.4 Job Planning will form an integral part of annual appraisal. Protected time will be allocated to prepare in advance of the meeting.

#### **Key features and principles of the revised arrangements**

- The process will be carried out in a partnership approach between the appraiser and appraisee.
- The process will be fair and transparent.
- Job planning is an agreement that sets out objectives, duties and responsibilities for the following year.

- The employer will be responsible for ensuring that a dentist has the facilities, training, development and support needed to deliver the commitments in the job plan.
- The process will allow for the identification of any barriers such as issues with staffing, equipment or accommodation which may affect performance and impact service delivery.
- Job plans will set out a typical weekly timetable of activities including location. A second template is included for those who have a fortnightly variation.

5.5 Further details on the job planning process are set out in Appendix A of these Terms and Conditions.

#### Mediation and Appeals

5.6 Wherever possible, disagreements regarding job planning should be resolved by referral to the Clinical Director or equivalent for mediation to be arranged between the dentist and the Clinical Director or equivalent. If matters cannot be resolved in this way, there shall be access to an appeal process as outlined in Schedule 7 of these terms and conditions of service.

## SCHEDULE 6

### APPRAISAL

- 6.1 Appraisal is a professional process of constructive dialogue, in which the dentist being appraised has a formal, structured opportunity to reflect on work commitments and to consider how the dentist's effectiveness might be improved.
- 6.2 It should be a positive employer-led process to give dentists feedback on performance, to chart the dentist's continuing progress and to identify developmental needs.
- 6.3 This section should be read in conjunction with 'CDS Appraisal Guidance' jointly agreed between the relevant stakeholders
- 6.4 Further details on the annual appraisal process are set out in Appendix B of these Terms and Conditions.

## SCHEDULE 7

### MEDIATION AND APPEAL

#### *(JOB PLANNING AND APPRAISAL PROCESS)*

7.1 Where it has not been possible to agree a job plan or a dentist disputes a decision that the dentist has not met the required criteria for progression in respect of a given year, a mediation and an appeal procedure are available.

7.2 It is recognised that disputes may arise in relation to other aspects of a dentist's employment. In these circumstances, locally agreed policies and procedures will apply.

#### Mediation Process

7.3 The dentist may refer the matter to the Clinical Director, or to a locally agreed designated other person which may be the Medical Director if the Clinical Director has been involved in the decision making process. The purpose of the referral will be to reach agreement if at all possible. The process will be that:

- The dentist makes the referral within ten working days of the disagreement arising.
- The dentist will set out the nature of the disagreement and the dentist's position or view on the matter. This should be provided in writing and normally within 15 days of the referral being submitted.
- The responsible HSC organisation will set out the employer's position or view on the matter. This should be provided in writing and normally within 15 working days of the referral being received.

- The Clinical Director or equivalent person will convene a meeting, normally within 20 working days of receipt of the referral, with the dentist and the responsible clinical manager to discuss the disagreement and to hear views.
- Following this meeting the Clinical Director, or equivalent person, will decide the matter and inform the dentist and the responsible clinical manager of that decision or recommendation in writing within five working days.
- If the dentist is not satisfied with the outcome, the dentist may lodge a formal appeal.

#### Formal appeal

- 7.4 A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process.
- 7.5 An appeal shall be lodged with the Medical Director, or to the Chief Executive if the Medical Director has been involved in the mediation process, within ten working days after the outcome of the mediation process is known. The dentist will set out the points in dispute and the reasons for the appeal. The Medical Director or Chief Executive will, on receipt of a written appeal, convene an appeal panel to meet within 20 working days.
- 7.6 The membership of the panel will be:
- a chair, being a non-executive director of the employing organisation;
  - a second panel member nominated by the appellant dentist; preferably from within the grade either from the same Trust or another Trust;

- an executive director from within the employing organisation

No member of the panel should have previously been involved in the dispute.

- 7.7 The parties to the dispute will submit their written statements of the case to the appeal panel and to the other party no less than five working days before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. Following the provision of the written statements, neither party shall introduce new (previously undisclosed) written information to the panel. A representative from the employing organisation will present its case first.
- 7.8 The dentist may present his or her own case in person, or be assisted by a work colleague or trade union or professional organisation representative, but legal representatives acting in a professional capacity are not permitted. Where the dentist, the employer or the panel requires it, the appeal panel may hear expert advice on matters specific to a speciality. It is expected that the appeal hearing will last no more than one day.
- 7.9 The decision of the panel shall be final. The decision will be recorded in writing and provided to both parties no later than 15 working days from the date of the appeal hearing.
- 7.10 The decision of the panel will be implemented in full as soon as is practicable and normally within 20 working days.
- 7.11 No disputed element of the job plan will be implemented unless and until it is confirmed by the outcome of the appeals process and where appropriate a revised job plan is issued.
- 7.12 A decision which increases the salary or pay which the appellant dentist will receive will have effect from the date on which the dentist initially referred the matter to mediation. A decision which reduces salary or pay will have effect

from a date after that which the revised job plan was offered (giving a locally agreed period of notice) following the decision of the panel.

## SCHEDULE 8

### COMPETENCY FRAMEWORK

8.1 A set of competencies have been defined for each community dentist grade; these will be used to inform job planning and appraisal. These are detailed in Appendix C, Sections 1-4.

8.2 These competencies will assist the dentist in:

- planning their career development;
- identifying their training and development needs; and,
- providing excellent patient care.

8.3 They will assist employers in:

- ensuring consistency in performance;
- the early identification of poor performance;
- advising dentists on their training and development needs; and,
- maintaining high quality patient care.

8.4 These competencies are the benchmark against which evidence to support career and pay progression will be measured. In order to pass the 'gateway' in the Community Dental Officer Grade and in the Senior Community Dental Officer Grade, dentists must be demonstrating the competencies marked as essential during their annual appraisal and job plan review.

8.5 The clinical competencies for specialist dental posts are those defined by the relevant Royal College and accepted by the GDC as being required for entry to the specialist list.

## SCHEDULE 9

### PAY AND ALLOWANCES

9.1 A dentist will be paid at the rates set out in the Department of Health's Medical and Dental Pay Circular. The pay framework is divided into five pay scales to reflect the varying levels of experience and competence of dentists employed within the Community Dental Service:

- Community Dental Officer;
- Senior Community Dental Officer;
- Assistant Community Dental Clinical Director;
- Specialist Community Dentist;
- Community Dental Clinical Director

9.2 Pay progression is detailed in Schedule 10 of these terms and conditions of service.

#### Part-time Employees

9.3 Part-time employees will receive the same entitlements on a pro-rata basis as full-time colleagues.

9.4 Where a part-time dentist is regularly employed for hours which vary throughout the year, e.g. term time, local policies for the payment of the dentist's salary will apply.

#### Fixed Term Contracts

9.5 A dentist employed on a fixed-term contract will receive terms and conditions of service equivalent [or mirror] to that of a comparable permanent employee, in accordance with the legislation.

## Acting up

9.6 A dentist shall be expected in the normal run of their duties to deputise for absent colleagues as far as is practicable. A dentist should not normally be required to cover either fully or partially, for an absent colleague in addition to his or her current duties for a continuous period of more than six weeks. A locally agreed payment may be available during this period depending on the circumstances of the need for deputising. After this period alternative arrangements should be made, which should include adjustments to the dentist's job plan commitments and/or a locally agreed payment.

9.7 Where a dentist is required by the employer to undertake the full duties and responsibilities of a colleague in a more senior band instead of the dentist's current duties, a temporary salary adjustment will be payable, subject to the following provisions:

- this will bring the dentist's salary up to the rate the dentist would receive on moving to the more senior band;
- this payment shall have effect from the first day of acting up;
- continuity of acting up will not be broken by days on which the dentist is not required to be on duty or absence on leave of any kind of less than 14 days;
- a period of acting up will be kept under review.

9.8 Periods of acting up should be taken into consideration when assessing starting salaries.

### Training Supplement

9.9 A community dental officer, who has responsibility for the supervision of a dental core trainee or an undergraduate dental student, will be eligible for an allowance, as set out in the appropriate HSC Circular as amended from time to time subject to the following:

- only one allowance shall be paid to an individual community dentist irrespective of the number of trainees involved;
- the allowance will only be paid for the period for which the community dental officer has responsibility for training.

### Additional Fees and Allowances

9.10 Additional fees and allowances will no longer be payable under these Terms and Conditions of Service.

### Recruitment and Retention Premium (RRP)

9.11 An RRP may be paid by the employer to a dentist as an incentive to attract staff into hard-to-fill posts.

9.12 It is recognised that a lack of consistency in the application of this provision could have a destabilising effect on the community dental workforce and the appointment process. Decisions will therefore be made on a regional basis by the Department of Health, in consultation with the HSC Board (or successor body), and the Chief Dental Officer.

# SCHEDULE 10

## PAY PROGRESSION

### Principles

- 10.1 The principles for progression through a pay band are that:
- The process should be fair and clear, as straight forward as possible to implement, and neither the process or the gathering of evidence should be onerous;
  - The evidence required should be as objective as possible; and
  - There should be 'no surprises' at any review; good employment practice is to provide the dentist with feedback on a continuing basis.
- 10.2 Pay progression under the provisions of these Terms and Conditions of Service will no longer be automatic.
- 10.3 In order to progress within the pay framework, a dentist will have to satisfy the following criteria:
- Participated in the annual appraisal process;
  - Participated in the annual job plan review;
  - Made every reasonable effort to meet the time and service commitments in the job plan;
  - Met the personal objectives in the job plan; or where this is not achieved for reason(s) beyond the dentist's control, made every reasonable effort to do so;
  - Worked towards any changes identified in the last job plan review; and,
  - Demonstrated progress towards, or maintenance of, competencies using agreed evidence.
- 10.4 The employer is responsible for ensuring that processes are in place to sign off the pay point progression assessment. Where one or more of the criteria

are not achieved in any year, the employer (or designated person) will have the discretion to decide where appropriate, that the dentist should nonetheless be regarded as having met the criteria for that year.

### Progression through gateways

10.5 Gateways will occur after 2 years of continuous service at the Community Dental Officer and Senior Community Dental Officer grade.

10.6 Progression through these gateways will depend upon a dentist having:

- demonstrated achievement of the band-specific competencies using agreed evidence;
- made every reasonable effort to meet the time and service commitments of their job plan and participated in the annual job plan review;
- participated satisfactorily in the annual appraisal process;
- met the personal objectives in their job plan, or where this has not been achieved for reasons beyond the dentist's control, made every reasonable effort to do so; and,
- worked towards any changes identified in the last job plan review as being necessary to support achievement of joint objectives.

10.7 When a dentist has successfully demonstrated that they have complied with the criteria to pass through a gateway, this should be signed off by a Clinical Director/Medical Director where appropriate. They will have the responsibility for ensuring processes are in place to sign off a gateway assessment and for ensuring accurate payment.

### Progression

10.8 Dentists will continue to undertake annual appraisal and job plan review. The normal requirements for pay point progression set out in paragraph 10.3

above will need to be satisfied annually between the gateway and the top of the pay scale.

- 10.9 Dentists should not be penalised if an appraisal has not been completed within the required timeframe through no fault of their own. In these circumstances they will not be prevented from moving to the next pay point on the salary scale.
- 10.10 Dentists should not be penalised if any element of the competency framework has not been met for reasons beyond their control. Therefore, if the dentist has been prevented by any action or inaction on the part of the employer from satisfying any element of the competency framework, they will not be prevented from moving to the next pay point on the salary scale.
- 10.11 Employers and dentists will be expected to identify problems affecting the likelihood of meeting objectives as they emerge, rather than wait until the appraisal and job plan review.
- 10.12 Employers are responsible for providing assistance or support for setting reasonable targets for achievement. Performance must be reviewed should competence levels lapse or where the rate of progress fails to meet reasonable targets.
- 10.13 If, at appraisal, both the employer and the dentist agree that the criteria required for pay progression have not been achieved but may be reached within the subsequent three months, an interim target date may be set. This date should be set for a further three months.
- 10.14 If at this point the required competencies and criteria have been achieved, then pay progression should be awarded from that date. The annual appraisal cycle and pay review point should be reset from this date.

10.15 If the required criteria and competencies are not achieved, then the dentist will be required to demonstrate these by the next annual appraisal. This will be 12 months from the extended appraisal cycle. Salary progression will not be authorised until the successful completion of the appraisal and job planning process.

10.16 This process is in addition to any structures for the management of poor performance which can be employed at any time. In these circumstances the employer's capability and disciplinary procedures and support arrangements should be followed. These should be supported by the principles of current national agreements on professional standards in dentistry.

#### Mediation and Appeals

10.17 Where a dentist disputes a decision that he or she has not met the `required criteria for pay progression, the mediation and appeal procedure set out in schedule 7 of these terms and conditions of service should be followed.

# SCHEUDLE 11

## LEAVE

### Principles

- 11.1 It is in the interests of dentists' health and wellbeing and the continued safety of patients in their care, that they take their full annual leave entitlement.
- 11.2 Leave required by the Working Time Regulations must be taken in each leave year.
- 11.3 The employing organisation and the dentist must make every effort to work together to ensure that they dentist is able to take the full annual leave entitlement.
- 11.4 Study or professional leave must be used for the purpose for which it is granted.

### Annual leave

- 11.5 The leave year runs from the 1<sup>st</sup> April to 31<sup>st</sup> March, no detriment to the dentist will arise from any leave year adjustment following the introduction of these TCS.
- 11.6 The two statutory days of 13<sup>th</sup> July and the 3<sup>rd</sup> day in December will be converted into two additional annual leave days. Dentists will receive the entitlement to annual leave and general public holidays as set out in the table below.

Table 1

	Annual Leave Entitlement
Dentists on appointment	27 days per annum
After five years service	29 days per annum
After ten years service	33 days per annum
General Public Holidays	10 days per annum

11.7 Existing staff with more favourable leave entitlements will not be disadvantaged under the new arrangements. Their current leave entitlement will be protected until such times as the new rates will apply.

11.8 A dentist working less than full time will be allocated leave on a pro rata basis.

11.9 Annual Leave will be granted in accordance with the exigencies of the service and will not be unreasonably refused. Adequate notice period for taking leave will be determined locally.

#### Carry-over of annual leave

11.10 Five days (pro rata for part-time staff) may be carried over into the following annual leave year subject to prior approval of the employing organisation.

11.11 During the transition period only, dentists will be able to carry forward any unused leave that arises out of the change in leave years. Guidance on carry forward leave can be found in the Assimilation Guidance.

11.12 In normal circumstances there is no provision for staff to be paid for outstanding annual leave not taken at the end of the leave year.

#### Sickness during annual leave

11.13 If a dentist falls sick during annual leave and produces a statement to that effect, the dentist will be regarded as being on sick leave from the date of the statement. A self certificate may cover days one to seven of the period of sickness. The dentist must obtain a medical certificate for subsequent days. Further annual leave will be suspended from the date of the first statement.

#### Staff on long term sickness absence

11.14 Staff on long term sick leave may carry up to the statutory leave entitlement (5.6 weeks/28 days for full time staff, pro rata for part time staff) from one annual leave year to another.

#### Statutory/Public holidays

11.15 The ten general statutory/public holidays are additional to the annual leave entitlements of dentists in regular appointment, see table at paragraph 11.6 above.

11.16 Part-time dentists will be entitled to paid public holidays pro-rata to the number of public holidays for a full-time dentist, rounded up to the nearest half day.

11.17 Part-time dentists' public holiday entitlement should be added to their annual leave entitlement and they shall take public holidays from this combined total.

11.18 Where a public holiday, including 25<sup>th</sup> December, 26<sup>th</sup> December or 1<sup>st</sup> January falls on a Saturday or a Sunday, the public holiday will be designated instead as falling on the first working weekday thereafter. In such circumstances, no day in lieu then arises for the work undertaken on 25<sup>th</sup> December, 26<sup>th</sup> December or 1<sup>st</sup> January.

### Professional and study leave

11.19 Professional and study leave includes:

- study, usually but not exclusively or necessarily on a course or programme;
- research;
- teaching;
- examining or taking examinations;
- attending professional conferences; and
- training.

These training needs should be identified through the appraisal process.

11.20 A dentist may be allowed professional or study leave for approved postgraduate purposes.

11.21 Any grant of leave is subject to the need to maintain HSC services.

11.22 Attendance at the employer's statutory and mandatory training (including any local department training) is not counted as study leave.

11.23 Where leave with pay is granted, the dentist must not undertake any other paid work during the leave period without the employing organisation's prior permission.

11.24 The standard study leave for dentists employed within the Community Dental Service with pay and expenses is a maximum of 21 days in any period of three years for professional purposes. .

11.25 Employers may, at their discretion, grant professional or study leave above the period recommended in paragraph 11.23 with or without pay and with or without expenses or some proportion thereof.

11.26 Where a dentist working less than full time is required to undertake a specific training course, which exceeds the pro-rata entitlement to study and/or professional leave, the employer will make arrangements for additional study leave to be taken, provided that this can be done while ensuring safe delivery of services.

#### Sickness absence

11.27 These arrangements will be in accordance with local sickness absence procedures. These arrangements are intended to supplement statutory sick pay to provide additional payment during absence due to illness injury or other disability. A dentist absent from duty owing to illness (including injury or other disability) will be entitled, subject to the conditions of this agreement, to receive sick pay in accordance with the following scale:

Table 2

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	Five months' full pay and five months half pay

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

11.28 In the event of employment coming into an end, entitlement to sick pay ceases from the last day of employment.

11.29 The period during which sick pay should be paid and the rate of sick pay for any period of absence is calculated, by deducting from the dentist's entitlement on the first day of sickness, the aggregate periods of paid sickness absence during the 12 months immediately preceding that day. In aggregating the periods of absence due to illness no account shall be taken of:

- unpaid sick absence; or
- injuries or diseases sustained to employees in the actual discharge of their duties through no fault of their own; or
- injury resulting from a crime of violence not sustained on duty but connected with or arising from the dentist's employment or profession, where the injury has been the subject of payment by the Compensation Agency (NI) or
- as above, but an injury which has not attracted payment of an award as it has not met the loss of earnings criteria or was not one for which compensation above the minimum would arise.

11.30 Sick pay paid to a dentist under this scheme when added to any statutory sickness, injuries or compensation benefits, including any allowances for adult or child dependants must not exceed full pay.

11.31 Dentists will not be entitled to an additional day off if sick on a statutory or public holiday.

11.32 Employers will have the discretion to extend the period of sick pay on full or half pay beyond the scale set out in para 11.20:

- Where there is an expectation of return to work in the short term and an extension would materially support a return to and/or assist recovery, particular consideration should be given to those dentists which full sick pay entitlement;
- In any other circumstance that the employer deems reasonable.

11.33 During the rehabilitation period employers should allow the dentist to return to work on reduced hours, or where possible, encourage the dentist to work from home without loss of pay. Any such arrangement needs to be consistent with Statutory Sick Pay rules.

11.34 For the purposes of ascertaining the appropriate allowance of paid sick leave, previous qualifying service shall be determined in accordance with the dentist's statutory rights and all periods of service, without any break of 12 months or more (unless undertaking voluntary service), with an HSC employer shall be aggregated.

11.35 Sick pay is not normally be payable for an absence caused by an accident due to active participation in sport as a profession, or in a case in which contributory negligence is proved.

11.36 An absence due to injury sustained in the actual discharge of duty, for which the dentist was not liable, shall not be recorded for the purposes of these provisions.

11.37 A dentist who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employers may agree to advance a dentist a loan, not exceeding the amount of sick pay under these provisions, providing the dentist repays to the employer when damages are received, the

full amount or portion thereof corresponding to the amount in respect of loss of remuneration including the damages received. Once received the absence shall not be taken into account for the purposes of the scale set out in 10.20.

- 11.38 The employer may at any time require a dentist who is unable to perform his or her duties as a consequence of illness to attend an examination by a medical practitioner nominated by the employer.
- 11.39 Where there is no reasonable prospect of the dentist returning to work, following investigation, consultation and consideration of other alternative posts, employers will have the option to terminate employment before the employee has reached the end of the contractual paid sick absence period, subject to the employer's agreed sickness absence policies and procedures.
- 11.40 The employer may at its discretion also take no account of the whole or part of the periods of absence due to injury (not on duty) resulting from a crime of violence not arising from or connected with the dentist's employment.
- 11.41 The sickness absence provisions of these TCS shall cease to apply to a dentist on the termination of employment by reasons of permanent ill health or infirmity of mind or body, of resignation, of age, or any other reason, provided that, where a dentist is in receipt of sickness absence allowance at the time of expiry of the contract, that allowance shall be paid during the dentist's illness, subject as a maximum to the dentist's entitlement to allowances under the provisions of Table 2 of this schedule.
- 11.42 If it is reported to the employer that a dentist has failed to observe the conditions of this schedule or has been guilty of conduct prejudicial to the dentist's recovery, and the employer is satisfied that there is substance in the report the payment of the allowance shall be suspended until the employer has made a decision, the employer must give the dentist an opportunity of responding to the report. If the employer decides that the dentist has failed

without reasonable excuse to observe the conditions of this schedule, or has been guilty of conduct prejudicial of allowance in respect of that sickness or period of absence.

### Special leave

11.43 Special leave for any circumstances may be granted (with or without pay) at the discretion of the employer, subject to statutory rights and the employer's agreed policies and procedures.

### Maternity leave and pay

11.44 General provisions can be found in Schedule 15

## SCHEDULE 12

### TERMINATION OF EMPLOYMENT

#### Period of notice

12.1 Where termination of employment is necessary, an employer will give a dentist three months' notice in writing.

12.2 Dentists are required to give their employer three months' written notice if they wish to terminate their employment.

12.3 Shorter or longer notice periods may be applied where agreed between both parties in writing and signed by both.

#### Grounds for termination of employment

12.4 A dentist's employment may be terminated for the following reasons:

- conduct
- capability
- redundancy
- failure to hold or maintain a requisite qualification and or registration
- in order to comply with a statute or other statutory regulation; or
- where there is some other substantial reason to do so in a particular case.

12.5 Should the application of any disciplinary or capability procedures result in the decision to terminate a dentist's contract of employment, he or she will be entitled to an appeal, as set out in the relevant policies of the employing organisation

12.6 In cases where employment is terminated, a dentist may be required to work his or her notice, or if the employer considers it more appropriate, the dentist may

be paid in lieu of notice, or paid through the notice period but not be required to attend work. Such arrangements are at the discretion of the employer.

12.7 In cases of gross misconduct, gross negligence, or where a dentist's registration has been removed or has lapsed without good reason, employment may be terminated without notice.

#### Termination of employment following reorganisation

12.8 Where a reorganisation of local health services involves displacement of, or significant disturbance to, the services provided by a dentist, the employer will use reasonable endeavours to render effective assistance to the dentist with a view to his or her obtaining comparable work elsewhere in the HSC.

#### Termination of employment by redundancy

12.9 If a dentist's employment is terminated because of redundancy (within the meaning of section 139 of the Employment Rights Act 1996.), then provided that he or she has two years or more continuous service, entitlement to redundancy will be in accordance with schedule 17 of these terms and conditions.

#### Termination of employment - Disciplinary matters

12.10 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 dentist's conduct and capability may be in breach of the employer's code of conduct, or that the dentist's professional competence has been called into question, the matter will be resolved through the employer's disciplinary or capability procedures (which will be consistent with the Maintaining High Professional Standards in the

Modern HPSS framework), subject to the appeal arrangements set in those procedures.

## SCHEDULE 13

### EXPENSES

#### General

13.1 Travelling, subsistence and other expense incurred in the service of the employer shall be reimbursed to meet actual costs as set out in this schedule or up to the limits set and agreed locally. Expenses do not form part of a dentist's pay and are not pensionable.

#### Submission of claims

13.2 In preparing claims, dentists shall indicate adequately the nature of the expenses involved and submit valid receipts. Claims shall normally be submitted at intervals of not more than one month, and as soon as possible after the end of the period to which the claim relates.

#### Travelling expenses, mileage allowances etc

13.3 Reimbursement of travelling expenses on official journeys, other than journeys for which a dentist uses their private motor vehicles, shall be governed by the following rules:

13.3.1 Payment shall be made in respect of expenses necessarily incurred by a dentist travelling on business approved by the employer.

13.3.2 The sum paid shall not exceed the amount dispensed by the dentist.

13.3.3 Expenses incurred in travelling from holiday leave to duty or vice versa, shall not be paid unless the dentist has been recalled for special reasons.

13.3.4 The cost of journeys or parts of journeys between home and the principal place of work. When a dentist travels direct from home to the place visited, or vice versa, the actual cost of the journey (subject, however, to an appropriate abatement where part of the journey lies over the normal route between home and headquarters or base) may be reimbursed up to an amount not exceeding the expense of travelling between the dentist's principal place of work and the place visited.

13.3.5 Taxi shall be payable only in cases of urgency or in other cases in which transport is reasonably required and an adequate public service is not available, but where these conditions are not fulfilled a dentist using a taxi shall be entitled to claim the sum they would have paid had they travelled by public service vehicle.

13.3.6 Payment for travel by a hired motor vehicle other than a taxi or cab shall not exceed the mileage allowance which would have been payable had the vehicle belonged to the dentist who hired it; provided that where the employer so approves, payment may be increased to an amount not exceeding the actual cost of the hiring.

13.3.7 Reimbursement of travel by air shall not exceed the actual cost of the travel and should be by the cheapest method available and receipts will be required.

#### Attendance at place of employment outside of normal working hours

13.4 Dentists who are required to return to or to attend at their place of employment outside their normal hours of duty in circumstances where they would be entitled to time off in lieu shall be reimbursed any expenses which are in excess of those incurred as a result of their normal attendance at work and which are actually and necessarily incurred in travelling to and from home, on the basis of bus fare or second class rail fare or, if the employee travels by

private motor vehicle, on the basis of the public transport mileage. Claims for expenses should not be met when no additional expenditure is incurred, eg when the employees concerned have a season ticket, or where the time lapse between the two periods is sufficiently short for it to be considered reasonable for the employees to remain at or near their offices.

#### Temporary Transfer

13.5 Dentists who are required by their employer to carry out temporary duties at a place other than their principal; place of employment, and who travel daily to their temporary place of work whilst continuing to live near their principal place of work, may be reimbursed their excess travelling expenses.

#### Reorganisation of Services

13.6 Dentists who are required to change their principal place of work as a result reorganisation of services be reimbursed the whole of their extra daily travelling expenses in line with local policy.

#### Mileage and other allowances

13.7 For the purposes of this agreement the term 'motor cycle' includes, motor cycle combinations, motor scooters and motor assisted bicycles.

#### Public Transport Mileage Rate

13.8 Standard or regular user rates of mileage allowance shall not apply if a dentist uses a private motor vehicle in circumstances where travel by a public service would be appropriate. For such journeys the public transport rate is outlined in the relevant pay circular.

## Regular User Allowance

13.9. This allowance shall be paid to those dentists who, on the date on which this agreement comes into operation, are classified by their employer as "Regular Car Users" who are required by their employer to travel on HSC business and, in so doing, either:

- travel an average of more than 3,500 miles a year, or
- travel an average of at least 1,250 miles a year, and
- necessarily use their car an average of three days a week, or
- spend an average of at least 50 per cent of their time on such travel including the duties performed during the visits, or
- travel an average of at least 1000 miles a year and spend an average of at least 4 days per week on such travel including the duties performed during the visits.

13.10. If there is a change in a dentist's duties or if the annual official mileage falls below that on which a regular user classification was based, the continued application to the dentist of the Regular User agreement shall be reconsidered. Any decreases in the annual official mileage or the frequency of travel which is attributable to either prolonged sick leave or the temporary closure of one place of duty should be ignored for this purpose.

13.11 Payments of the annual lump sum allowance shall be made in equal monthly instalments over a period from 1 April in any year to 31 March in the succeeding year.

13.12 In the case of employees who takes up an appointment with an Employer or leaves the employment after 1 April in any year the total allowance payable should be so calculated that the amount payable is directly proportionate to a full year's allowance. The calculation of the mileage allowance should thus be in accordance with the following procedure:

- the mileage allowance to be paid at the higher rate would, at 9,000 miles per annum, be equivalent to 750 miles per month of service. The excess over 9,000 miles per month of service would be paid at the reduced rate. For example, where the total service in the period 1 April in any year to 31 March in the succeeding year is five months, then up to 3,750 miles would be paid at the higher rate and any excess at the lower rate. Similarly the lump sum should be divided into twelve monthly payments.
- when employees leave the employment of their employing authority a calculation shall be made in respect of their entitlement for the portion of the year served with the authority and any adjustments made thereafter.

13.13 Part months of service shall be regarded as complete months for the purposes of paragraph 13.12 above. However, a Regular User who leaves the service of one authority and enters the employment of another authority during the same month shall receive only one lump sum instalment for that month, payable by the former employing authority.

13.14 Where employees entitled to the regular user allowance do not use their car:

- As a result of mechanical defect or absence through illness;
- the lump sum payment should be paid for the remainder of the months in which the car was out of use and for a further 3 months

thereafter. For the following 3 months, payment should be made at the rate of 50% of the lump sum payment. No further payments should be made if the car is out of use for 6 months or longer.

13.15 During a period when the car is "off the road" for repairs, out of pocket expenses in respect of travel by other forms of transport should be borne by the employing authority in accordance with the provisions outlined below:

- Payment shall be made in respect of expenses necessarily incurred by the dentist travelling on business approved by the employing authority.
- The sum paid shall not exceed the amount disbursed by the dentist.

13.16 Where dentist is on maternity leave payment should be paid for the remainder of the month in which the car was out of use and for a further 3 months thereafter. Payment should be made at the rate of 50% of the lump sum payment for a further 3 months or until the end of maternity leave, whichever is the less. No further payment should be made if the car is out of use for 6 months or longer. Employees not intending to return to work should have payment limited to the period of paid maternity leave granted.

13.17 As a result of attendance on an approved training course, the lump sum payment shall continue to be paid throughout the period of attendance on the approved training course.

### Subsistence allowances

13.18 General conditions of night subsistence

13.19 When a dentist stays overnight in a hotel, guest hours or other commercial accommodation with the approval of the employer the overnight costs will be reimbursed as follows:

- the actual, receipted cost of bed and breakfast up to normal maximum of £55; and
- a meal allowance of £20 to cover the cost of a man evening meal and one other day time meal.

13.20 In exceptional cases where the maximum limit is exceeded for genuine business reasons, additional assistance may be granted at the discretions of the employer.

13.21 Where a dentist stays for short overnight periods with friends or relatives, a flat rate of £25 is payable. This includes an allowance for meals. No receipts will be required.

13.22 A dentist staying in accommodation provided by the employer or host organisation shall be entitled to an allowance to cover meals which are not provided free of charge, up to a maximum of £20.

13.23 Where accommodation and meals are provided without charge to a dentist for example, on a residential training course, an incidental expense allowance if £4.20 will be payable. All payments of this allowance are subject to the deduction of appropriate tax and national insurance contributions.

#### Short term temporary absence – Travel Costs

13.24 Travel costs between the hotel and temporary place of work will be separately reimbursed on an actual cost basis. Receipts must be provided.

#### Long term overnight stays

13.25 After the first 30 nights stay in the same location, the entitlement to night subsistence shall be reduced to the maximum rates set out in the appropriate

HSC Circular. Meals allowances are not payable to these dentists. Those who continue to stay in non-commercial accommodations will continue to be entitled to the rates set out in the appropriate HSC Circular.

#### Conditions for day meals allowance

13.26 A meal allowance is payable when a dentist is necessarily absent from home and more than 5 miles from the principal place of work by the shortest practical route, on the business of the employer. Day meals allowance rates are set out in the appropriate HSC Circular. These allowances are not paid where meals are provided free of charge at the temporary place of work.

13.27 A day meal allowance is payable only when the dentist necessarily spends more on a meal than would have been spent at the dentist's principal place of work. The dentist shall certify accordingly on each occasion for which a day meals allowance is claimed, but a receipt is not required.

13.28 Normally, an employee claiming a lunch meal allowance would be expected to be away from his/her base for a period of more than five hours and covering the normal lunch time period of 12:00 pm to 2:00 pm. To claim an evening meals allowance an employee would normally be expected to be away from base for more than ten hours and unable to return to base or home before 7:00 pm and as a result of the late return is required to have an evening meal. Employees may qualify for both lunch and evening meal allowance in some circumstances. There will be occasions where, due to the time of departure, there will be the necessity to take a meal but the conditions relating to the time absent from the base are not met. This, and any other exceptions to the rules, may be allowed at the discretion of the employer.

13.29 The scope and level of any other payments will be determined by the employer, according to local needs, on a vouched basis.

### Removal expenses

13.30. Assistance with removal and other expenses shall be granted to employees who need to move their home or incur extra daily travelling expenses as a result of being required by their employer to transfer to a new headquarters or on taking up a post which is regarded as suitable as an alternative to

13.31. Assistance may also be granted, at the discretion of the employer, to employees who as a result of taking up employment with the employer either need to move their home or incur extra daily travelling expenses.

13.32 The scope and level of financial assistance to be provided should be determined by the employer, in agreement with the prospective employee, prior to the post being accepted. In providing assistance, employers should ensure equity between one category of staff and another, while balancing their own interests with the needs of prospective employees.

13.33. In agreeing the assistance to be provided, the employer shall have regard to all the individual employee's circumstances, including the need to re-house dependents and the comparability of new and previous accommodation.

13.34. Employers may require employees to repay all or part of the reimbursements and grants paid if they leave the employer within two years of the appointment which gave rise to the expenses.

### Assistance which may be made available

13.35 The employer may meet any reasonable cost incurred in relocation, including:

- reasonable expenses incurred in the search for accommodation in the new area;
- reasonable vouched expenditure incurred in the purchase and sale of property;
- the removal of furniture and effects and continuing commitments in the old area;
- grants to cover general and miscellaneous removal costs;
- assistance with additional housing costs in the new area

13.36. The employer shall clearly indicate to the employee the level of assistance that will be provided, the aspects of removal costs that will be reimbursed and, where applicable, the upper limit of payment in all usual circumstances.

13.37 The employer shall stipulate in the agreement reached with the employee the procedure to be followed and the costs that will be reimbursed in circumstances where the employer has entered into an agreement with solicitors or others to provide house purchase/conveyancing services, private structural surveys, estate agency services and/or a removal service at preferential cost

13.38 The grounds upon which removal or excess mileage is paid will be in line with local policy and procedure.

## SCHEDULE 14

### TRAINING AND DEVELOPMENT

- 14.1 A Training and Development Budget is allocated to the employing organisation on an annual basis and is, based on the number of community dentists employed (headcount). The budget is to be ring fenced specifically for the training and development of community dentists.
- 14.2 The protocol for the review of the value and application of the Training and Development budget is set out in Appendix D.

## SCHEDULE 15

### MATERNITY LEAVE AND PAY

#### Introduction

- 15.1 All employees will have the right to take 52 weeks of maternity leave.
- 15.2 Paragraphs 15.7 to 15.54 of this schedule set out the maternity leave and pay entitlements of HSC employees under the HSC contractual maternity leave scheme.
- 15.3 Paragraphs 15.55 to 15.59 give information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to HSC employment.
- 15.4 Paragraphs 15.60 to 15.64 define the service that can be counted towards the 12 month continuous service qualification set out in paragraph 15.7 (i) below and which breaks in service may be disregarded for this purpose.
- 15.5 Paragraph 15.65 explains how to get further information about employees' statutory entitlements.
- 15.6 Where locally staff and employer representatives agree arrangements which provide benefits to staff, beyond those provided by this section, those local arrangements will apply.

#### Eligibility

- 15.7 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the HSC contractual maternity pay scheme if:

- she has 12 months' continuous service (see paragraphs xx to xx ) with one or more HSC employers at the beginning of the 11th week before the expected week of childbirth
- 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):
  - of her intention to take maternity leave;
  - of the date she wishes to start her maternity leave – she can choose when to start her maternity leave – this can usually be any date from the beginning of the 11th week before the baby is born (but see paragraph 14.8 below);
  - that she intends to return to work with the same or another HSC employer for a minimum period of three months after her maternity leave has ended;
  - and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

#### Changing the maternity leave start date

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

#### Confirming maternity leave and pay

15.9 Following discussion with the employee, the employer should confirm in writing:

- the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement)
- 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
- 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 15.49 and 15.50 below)
- 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

15.10 Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave, including:

- 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;
- keeping the employer in touch with any developments that may affect her intended date of return.

### Work during the maternity leave period - Keeping in touch days

- 15.11 To facilitate the process of keeping in touch days (KIT days) it is important that the employer and employee have an early discussion to plan and make arrangements for KIT days before the employee's maternity leave takes place.
- 15.12 To enable employees to take up the opportunity to work KIT days, employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.
- 15.13 KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.
- 15.14 An employee may work for up to a maximum of ten KIT days without bringing her maternity leave to an end. Any days of work will not extend the maternity leave period.
- 15.15 An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.
- 15.16 The work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.
- 15.17 Any such work must be by agreement and neither the employer nor the employee can insist upon it.
- 15.18 The employee will be paid at their basic daily rate for the hours worked less appropriate maternity leave payment for KIT days worked.
- 15.19 Working for part of any day will count as one KIT day.
- 15.20 Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 15.34.

## Paid maternity leave - Amount of pay

15.21 Where an employee intends to return to work, the amount of contractual maternity pay receivable is as follows:

- for the first eight weeks of absence, the employee will receive full pay, less any statutory maternity pay or maternity allowance (including any dependants' allowances) receivable
- 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
- for the next 13 weeks, the employee will receive any statutory maternity pay or maternity allowance that they are entitled to under the statutory scheme.

15.22 By prior agreement with the employer, occupational maternity pay may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

## Calculation of maternity pay

15.23 Full pay will be calculated using the average weekly earnings rules used for calculating statutory maternity pay entitlements, subject to the following qualifications:

- 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

- 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
- in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for statutory maternity pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

#### Unpaid contractual leave

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

#### Commencement and duration of leave

15.25 An employee may begin her maternity leave at any time between 11 weeks before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.

### Sickness prior to childbirth

15.26 If an employee is off work ill, or becomes ill, with a pregnancy-related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked, whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal leave provisions.

15.27 Odd days of pregnancy-related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

### Pre-term birth

15.28 Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.

15.29 Where an employee's baby is born before the 11th 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.

15.30 Where an employee's baby is born before the 11th 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.

15.31 Where an employee's baby is born before the 11th 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

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

#### Miscarriage

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

#### Health and safety of employees' pre and post birth

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

15.35 These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

### Return to work

15.36 An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days' notice.

15.37 An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

### Returning on flexible working arrangements

15.38 If at the end of maternity leave the employee wishes to return to work on different hours, the HSC employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.

15.39 If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employee's right to return to her job under her original contract at the end of the agreed period.

### Sickness following the end of maternity leave

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

### Failure to return to work

15.41 If an employee who has notified her employer of her intention to return to work for the same or a different HSC employer in accordance with paragraph 15.7 (ii) (c) above fails to do so within 15 months of the beginning of her maternity leave, she will be liable to refund the whole of her maternity pay, less any statutory maternity pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress, the employer will have the discretion to waive their rights to recovery.

### Contractual rights

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

### Increments

15.43 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

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

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

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

### Pensions

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

### Antenatal care

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

### Post-natal care and breastfeeding mothers

15.48 Women who have recently given birth should have paid time off for post-natal care, e.g. attendance at health clinics.

15.48 Employers are required to undertake a risk assessment and to provide breastfeeding women with suitable private rest facilities. The Health and Safety Executive guidance recommends that employers provide:

- a clean, healthy and safe environment for women who are breastfeeding
- suitable access to a private room to express and store milk in an appropriate refrigerator.

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

### Employees not returning to HSC employment

15.50 An employee who satisfies the conditions in paragraph 15.7, except that she does not intend to work with the same or another HSC employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90 per cent of her average weekly earnings for the first six weeks of her maternity leave and to a flat rate sum for the following 33 weeks.

### Employees with less than 12 months' continuous service

15.51 If an employee does not satisfy the conditions in paragraph 15.7 for occupational maternity pay, she may be entitled to statutory maternity pay. Statutory maternity pay will be paid regardless of whether she satisfies the conditions in paragraph 15.7.

15.52 If her earnings are too low for her to qualify for statutory maternity pay, or she does not qualify for another reason, she should be advised to claim maternity allowance from her local Job Centre Plus or social security office.

15.53 All employees will have a right to take 52 weeks of maternity leave whether they return to HSC employment or not. 15.59 Paragraph 15.65 contains further information on statutory maternity entitlements.

### Continuous service

15.54 For the purposes of calculating whether the employee meets the 12 months' continuous service with one or more HSC employers qualification set out in paragraph 15.7 (i), the following provisions shall apply:

- HSC employers includes , the HSC Board , HSC Trusts;

- a break in service of three months or less will be disregarded (though not count as service).

15.55 The following breaks in service will also be disregarded (though not count as service):

- employment under the terms of an honorary contract;
- employment as a locum with a general dental practitioner for a period not exceeding 12 months;
- a period of up to 12 months spent abroad as part of a definite programme of postgraduate training on the advice of the postgraduate dean or college or faculty advisor in the speciality concerned;
- a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months which may exceptionally be extended for 12 months at the discretion of the employer which recruits the employee on her return;
- absence on a employment break scheme in accordance with the provisions of schedule 15;
- absence on maternity leave (paid or unpaid) as provided for under this agreement.

15.56 Employers may at their discretion extend the period specified in paragraphs 15.60 and 15.61.

15.57 Employment as a trainee with a general dental practitioner in accordance with the provisions of the trainee practitioner scheme shall similarly be disregarded and count as service.

15.58 Employers have the discretion to count other previous HSC service or service with other employers.

## SCHEDULE 16

### EMPLOYMENT BREAK SCHEME

#### General

- 16.1 HSC employers should provide all staff with access to an employment break scheme.
- 16.2 The scheme should be agreed between employers and local staff representatives.
- 16.3 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.
- 16.4 The scheme should also enable employers to attract and retain the experience of staff consistent with the HSC commitment to the provision of high quality healthcare.
- 16.5 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

- 16.6 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.

16.7 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

16.8 The employment break scheme should normally be open to all employees who have a minimum of 12 months' service.

16.9 Applications should be submitted in writing and notice periods should be clearly stated in an agreement between the employee and employer.

### Length of break

16.10 The maximum length of break should be five years.

16.11 Breaks should be able to be taken either as a single period or as more than one period.

16.12 The minimum length of break should be three months.

16.13 The length of any break should balance the needs of the applicant with the needs of the service.

16.14 The scheme should have provision for breaks to be extended with appropriate notice, or for early return from breaks.

16.15 All breaks should be subject to an agreement between the employer and applicant before the break begins. The agreement should cover:

- the effect of the break on various entitlements related to length of service;

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

### Return to work

16.16 Applicants should not have to resign to take an employment break, although there will be a change to the contract of employment.

16.17 The period of the break should count toward continuous employment for statutory purposes.

16.18 Other provisions depending upon length of service, i.e. pensions, contractual redundancy payments, leave entitlements etc, should be suspended for the period of the break.

### Appeals

16.19 Applicants should be entitled to a written reason for the refusal of any application.

16.20 Applicants may resort to the grievance procedure if a request for a break is refused.

### Monitoring and review

16.21 All records of applications and decisions should be kept for a minimum of 12 months.

16.22 The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

## SCHEDULE 17

### REDUNDANCY

#### Redundancy pay

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

#### Definition of redundancy

17.2 The Employment Rights Act 1996 section 139 states that redundancy arises when employees are dismissed in the following circumstances:

- where the employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed; or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
- where the requirements of the business for employees to carry out work of a particular kind, in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.”

### Qualification for a redundancy payment

17.3 To qualify for a redundancy payment, the member of staff must be an employee, working under a contract of employment for an HSC employer. 'HSC employer' means HSC trusts and the HSCB Board. Non-executive directors of HSC organisations do not qualify. Contracts of employment may be written or verbal and can be for a fixed period or be continuous. In law, employees have a contract as soon as they start work and in accepting and undertaking the work required, they accept the terms and conditions offered by the employer.

To qualify for a redundancy payment the employee must also have at least 104 weeks of continuous full-time or part-time service.

### Definition of continuous service

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

### Definition of reckonable service

17.5 'Reckonable service' for the purposes of an HSC redundancy payment, which is calculated on the basis of the service up to the date of termination of the contract, means continuous full-time or part-time employment with the present or any previous HSC employer but with the following additions:

- where there has been a break in service of 12 months or less the period of employment prior to the break will count as reckonable service;

- periods of employment as a trainee with a general dental practitioner in accordance with the provisions of the trainee practitioner scheme will count as reckonable service;
- at employer discretion, any period or periods of employment with employers outside the HSC where these are judged to be relevant to HSC employment can be included in reckonable service.

17.6 The following employment will not count as reckonable service:

- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an HSC employer
- where the employee has previously been given pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

#### Definition of a month's pay

17.7 'Month's pay' means whichever is the more beneficial of the following calculations:

- 4.35 times a week's pay calculated in accordance with the provisions of section 221 to 229 of the Employment Rights Act 1996;
- an amount equal to 1/12th of the annual salary in payment at the date of termination of employment.

#### Calculation of redundancy payment

17.8 The redundancy payment will take the form of a lump sum, dependent on the employee's reckonable service at the date of termination of employment. The lump sum will be calculated on the basis of one month's pay for each

complete year of reckonable service subject to a minimum of two years' (104 weeks') continuous service and a maximum of 24 years' reckonable service being counted.

17.9 Fractions of a year of reckonable service will not be taken into account.

### Early retirement on grounds of redundancy for employees entitled to pension benefits

#### Qualification criteria

17.10 Members of the HSC Pension Scheme who are made redundant and meet the conditions set out above in paragraphs 17.3 to 17.6, may choose to retire early without reduction in the value of pension benefits as an alternative to receiving the full lump sum benefit set out in paragraph 17.8. To qualify for early retirement, the member of staff must:

- be a member of the HSC Pension Scheme;
- have at least two years' continuous service and two years' qualifying membership;
- have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the HSC Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.

#### Definition of qualifying membership

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

#### Use of redundancy payment to pay for early retirement

17.12 If the redundant member of staff chooses to take early retirement with an unreduced pension under these arrangements, they will receive immediately the full value of their qualifying pension benefits at the point of redundancy without the actuarial reduction that would occur with voluntary early retirement. Their employer will pay the relevant HSC Pension Scheme a sum equivalent to the capitalised cost of paying the pension and lump sum early; either as one payment or in five instalments.

17.13 This sum will be paid from the lump sum redundancy payment that otherwise would have been paid to the employee. If the cost to the employer of paying by single payment for early retirement is less than the value of the redundancy payment that the member would have received under paragraph 17.8, then the redundant employee will also receive from the employer a redundancy payment equivalent to the difference between the two sums. The cost to the employer would therefore normally be the same as if the employee had chosen to take a redundancy payment without unreduced early retirement. However, if the cost of early retirement is more than the redundancy payment due, the employer will pay the additional cost. If the employer chooses to pay in five instalments, the employer is responsible for the additional interest charge.

## Treatment of concurrent pensionable employment

17.14 Where there is concurrent pensionable employment, members may choose between:

- ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme); and
- taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55;
- members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60.

17.15 The employer who authorises early retirement will be responsible for the pension costs accruing from other terminating employment. If a member returns to work after taking their pension, their pension will be abated, if the combined value of their pension and salary is greater than they earned prior to retirement. This will continue until they reach their normal pension age.

## Exclusion from eligibility

17.16 Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:

- they are dismissed for reasons of misconduct, with or without notice, or
- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another HSC employer; or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another HSC employer; or
- leave their employment before expiry of notice, except if they are being released early (see paragraphs 17.20 to 17.21 below); or
- are offered a renewal of contract (with the substitution of the new employer for the previous HSC one);
- where their employment is transferred to another public service employer who is not an HSC employer.

#### Suitable alternative employment

17.17 Employers have a responsibility before making a member of staff redundant or agreeing early retirement on grounds of redundancy to seek suitable alternative employment for that person, either in their own organisation or through arrangements with another HSC employer. Employers should avoid the loss of staff through redundancy wherever possible to retain valuable skills and experience where appropriate within the local health economy.

17.18 'Suitable alternative employment', for the purposes of paragraph 17.17, should be determined by reference to sections 138 and 141 of the Employment Rights Act 1996. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility.

17.19 For the purposes of this scheme, any suitable alternative employment must be brought to the employee's notice in writing or by electronic means agreed with the employee before the date of termination of contract and with reasonable

time for the employee to consider it. The employment should be available not later than four weeks from that date. Where this is done, but the employee fails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment, the 'trial period' provisions in section 138 (3) of the Employment Rights Act 1996 will apply.

### Early release of redundant employees

17.20 Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the HSC is available, may, during the period of notice, obtain other employment outside the HSC.

17.21 If they wish to take this up before the period of notice of redundancy expires, the employer will, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date. That date will become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under this agreement.

### Claim for redundancy payment

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

- they had not obtained, been offered or unreasonably refused to apply for or accept suitable alternative Health Service employment within four weeks of the termination date

- they understand that payment is made only on this condition and undertake to refund it if this condition is not satisfied.

### Retrospective pay awards

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

### Disputes

17.24 An employee who disagrees with the employer's calculation of the amount of redundancy payment or the rejection of a claim for redundancy payment should make representations to the employer via local grievance procedures. See also paragraph 16.22 about making a claim for a redundancy payment.

### Early retirement in the interests of the efficiency of the service

17.25 Members of the HSC Pension Scheme will receive payment of benefits without reduction if they retire early in the interests of the efficiency of the service, and they satisfy the qualifying conditions set out in paragraph

17.10. Retiring early in the interests of the service is a flexibility available at employer discretion. In these cases no redundancy payment is due. In agreeing to retirement in the interests of the service, the employer undertakes to pay the costs of paying the pension and lump sum early. Employers will need to ensure that they exercise this discretion appropriately and will be conscious of the implications of any potential discrimination on grounds of age, sex, race, religion or disability.

17.21 These arrangements are aimed at employees who have given valuable HSC service in the past but are no longer capable of doing so. This might be

because of new or expanded duties or a decline in the ability to perform existing duties efficiently but not so as to qualify them for ill health retirement. Employers would be expected to consider alternatives before agreeing to early retirement.

17.12 The relevant HSC Pension Scheme certifies the grounds on which early retirement is taking place. The scheme does this on the basis of the information provided by the employer. In each case, therefore, an appropriate senior manager should authorise the early retirement, ensuring that the relevant criteria have been met.

#### Employer responsibilities

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

## SCHEDULE 18

### INJURY ALLOWANCE

18.1. This section contains provision for an injury allowance to be paid to eligible employees (1) who, due to work related injury, illness or other health conditions are on authorised sickness absence or phased return to work with reduced pay or no pay. It also makes provision for the protection of pay in certain circumstances.

18.2. This section should be read in conjunction with Section 22 and Annex Z of the Agenda for Change Terms and Conditions Handbook. (NHS Staff Handbook) It does not confer an additional period of sickness absence entitlement to eligible employees.

#### Eligibility

18.3. Eligible employees who have injuries, diseases or other health conditions that are wholly or mainly attributable to their HSC employment, will be entitled to an injury allowance, subject to the conditions set out in this Section. The injury, disease, or other health condition must have been sustained or contracted in the discharge of the employee's duties of employment or an injury that is not sustained on duty but is connected with or arising from the employee's employment.

(1) For employees not covered by the NHS Terms and Conditions of Service Handbook or who are no longer working for an HSC employer, the provisions in this Section will apply as specified in individuals' contracts of employment and should be read alongside the relevant contractual documents

18.4. The attribution of injury, illness or other health condition will be determined by the employer who should seek appropriate medical advice. In all cases the employer should use the civil burden of proof – “on the balance of probability” (more likely than not) – to determine the outcome. Where the employee disagrees with the employer’s decision then they are entitled to appeal the decision through local grievance procedures.

18.5. Employees claiming injury allowance are required to provide all relevant information, including medical evidence, that is in their possession or that can reasonably be obtained, to enable the employer to determine the claim.

18.6. Payment of injury allowance is not dependent on length of service.

18.7. The following circumstances will not qualify for consideration of injury allowance:

- injury whilst on a normal journey travelling to and from work, except where the journey is part of their contractual HSC duties:
- sickness absence as a result of disputes relating to employment matters, conduct or job applications;
- injury, disease or other health condition due to or seriously aggravated by the employer’s own negligence or misconduct.

#### Scale of Injury Allowance

18.8. Injury allowance will be paid to eligible employees as a top up to their sick pay or earnings, when on phased return on reduced pay. This calculation will include any contributory state benefits received by the employee to 85% of pay as defined in paragraph 14.4 (NHS Handbook Annex Z).

18.9. The injury payment is subject to National Insurance Contributions and income tax but is not subject to pensions contribution deductions.

18.10. Contributory state benefits received for loss of earnings will be offset at the rate at which they are actually received by the employee. All other benefits or payments received should be ignored.

18.11. Eligible employees are required to claim any contributory state benefits they may be entitled to and to declare receipt of such benefit(s) to their employer. Timely notification will ensure that overpayments of injury allowance are not made. Employers will require repayment when an overpayment is made.

#### Payment Period

18.12. The allowance will be restricted to a period of up to 12 months per episode, subject to local absence management, return to work and rehabilitation policies.

#### Using Injury Allowance to Support Return to Work

18.13. Eligible employees who make a phased return to work can receive the injury allowance as a pay top up to 85% of pay as defined in paragraph 14.4, if their pay is reduced during an employed approved period of rehabilitation, subject to the timescales set out in paragraph 22.13 (See also Annex Z of the NHS Handbook for details of phased return arrangements).

#### Pay Protection

18.14. Eligible employees who have to change jobs permanently to a position on lower pay due to a work related injury, illness and/or other health condition, will receive a period of protected pay that is the same as local provision for pay protection during organisational change.

### Recovery of Overpayment of Injury Allowance

18.15. An employer can seek to recover any overpayments made to an employee. Where recovery is necessary, employers should take into account the period of time the overpayment was in place when agreeing the programme of repayments.

### Dispute Resolution

18.16. Any disputes that arise due to the local application of injury allowance provisions should be handled via local grievance procedures.

# APPENDIX A – JOB PLANNING PROCESS

## Content

1.1 The job plan will set out all of the dentist's HSC responsibilities and duties and details of the service to be provided. The job plan will also include any duties undertaken for other HSC Organisations, as well as details of any regular private commitments.

## Job Plan

1.2 The job plan will set out how, when and where the dentist's responsibility and duties will be delivered and will identify the dentist's normal place of work. The Clinical Director or equivalent will confirm the schedule after full discussion with the dentist, taking into account the dentist's views on resources, priorities and making every effort to reach agreement.

1.3 The employer will be responsible for ensuring that the dentist has the facilities, training development and support needed to deliver the commitments in the job plan.

- Non emergency work (outside contracted working hours) during weekdays or at weekends will only be scheduled by mutual agreement between the dentist and the clinical manager, or in accordance with the dentist's contracted responsibilities or hours of employment.
- Where a dentist participates in an on-call rota as part of the role, the job plan will set out the frequency of the rota.

## Management responsibilities

1.4 The job plan will set out where applicable the dentist's management responsibilities.

#### Accountability arrangements

1.5 The job plan will set out the dentist's accountability arrangements, both professional and managerial.

#### Setting Objectives

1.6 The job plan will include personal objectives that have been agreed between the dentist and the Clinical Director or equivalent. The job plan will set out the relationship between these personal objectives and local service objectives.

The nature of the dentist's personal objectives will depend in part on the dentist's role, but it may include objectives relating to,

- competencies relevant to the dentist's pay band;
- clinical quality;
- high quality patient care;
- activity and efficiency;
- local service objectives;
- service development;
- management of resources, including efficient use of HSC resources;
- multi-disciplinary team working.

1.7 Objectives may refer to protocols, policies, patient care, procedures and work patterns to be followed. Where objectives are set in terms of output and outcome measures, these must be reasonable and agreement should be reached.

1.8 The objectives will set out a mutual understanding of what the dentist will be seeking to achieve over the annual period that the objectives cover and how this will contribute to the objectives of the employing organisation. Objectives will,

- be based on past experience and on reasonable expectations of what should be achievable over the next period;
- be underpinned by the relevant competencies from the competency framework for the appropriate band of post;
- reflect different, developing phases in the dentist's career;
- reflect the needs of the organisation;
- be agreed on the understanding that delivery of objectives may be affected by changes in circumstances or factors outside the dentist's control, which will be considered at the job plan review.

### Supporting Resources

1.9 The job plan should identify the resources that are likely to be needed to meet the job plan commitments and objectives. The job plan meeting will also be used to identify any potential organisational or system barriers that may affect the dentist's ability to meet these commitments or objectives.

The job plan will set out:

- a) agreed supporting resources, which may include facilities, administrative, clerical or secretarial support, office accommodation, IT resources and other forms of support;

- b) any action that the dentist and/or employing organisation agree to take to reduce or remove potential organisational or system barriers.

### Job Plan Review

1.10 The job plan will be reviewed annually as a key component of the annual appraisal process. The annual review will examine all aspects of the job plan and should be used to consider amongst other possible issues,

- what factors affected the achievement or otherwise of objectives;
- adequacy of resources to meet objectives;
- the impact upon patient care and ways of improving services;
- any possible changes to duties or responsibilities;
- ways of improving management of workload;
- the planning and management of the dentist's career.

The annual review will be informed by the same information systems that serve the appraisal process and by the outcome of the appraisal discussions. The annual job plan review may result in a revised prospective job plan.

1.11 Following the annual job planning review meeting, the Clinical Director or equivalent will report the outcome to the Medical Director or equivalent and copy to the dentist. Should the dentist wish, the dentist can meet with the Medical Director, or equivalent, to discuss any concerns that the dentist may have about the job plan.

1.12 The dentist and the Clinical Director or equivalent may conduct an interim review of the job plan where duties, responsibilities, accountability arrangements or objectives have changed or need to change significantly

within the year. In particular, in respect of the agreed objectives in the job plan, both the dentist and the Clinical Director or equivalent will,

- keep progress against those objectives under review;
- identify to each other any problems in meeting those objectives as they emerge;
- propose an interim job plan review if it appears that the objectives may not be achieved.

1.13 Separate guidance and model documentation has been produced to support appraisal and job planning.

## APPENDIX B –APPRAISAL

### Definition and aims of appraisal

1.1 The aims and objectives of the appraisal scheme are to enable the employer and the dentist to:

- review regularly an individual's work and performance, utilising the relevant core competency frameworks issued in conjunction with the appraisal system itself, which supports the development arrangements;
- optimise the use of skills and resources in seeking to achieve the delivery of service priorities;
- consider the dentist's contribution to the quality and improvement of services and priorities delivered locally;
- set out personal and professional development needs and agree plans for these to be met, incorporating any organisational objectives;
- identify the need for the working environment to be adequately resourced to enable any service objectives in the agreed job plan review to be met;
- provide an opportunity for the dentist to discuss and seek support for their participation in activities for the wider HSC;
- utilise the annual appraisal process and associated documentation to support the requirements for GDC revalidation.

### Appraisal timetable

1.2 Appraisals must be carried out annually. The dentist must participate fully and positively in the appraisal process as both the appraisal and annual job planning process are essential criteria for progression through the pay framework. Refusal by a dentist to participate will be treated as a disciplinary matter and will be dealt with as appropriate under the employer's disciplinary procedures.

## Accountability

- 1.3 The Chief Executive is accountable, to the Board, for ensuring that all dentists undergo an annual appraisal.

## Who undertakes the appraisal

- 1.4 A senior dentist should undertake the appraisal. The appraiser should be able to cover both clinical aspects and matters relating to service delivery. Appraisals for Clinical Directors should be undertaken by a senior medical or dental clinician.
- 1.5 The Clinical Director (or Medical Directors) will be responsible for ensuring any necessary action arising from the appraisal is taken and is accountable to the medical director/Chief Executive for the outcome of the appraisal process.

## Option for speciality review

- 1.6 Where a specialist component is an essential part of the appraisal, the appraiser and the dentist should plan this into the timetable in advance of the appraisal interview.
- 1.7 If required, either party may request an internal or external review. This should be completed within one month and a further meeting scheduled as soon as possible (within two months) to complete the appraisal process.
- 1.8 The results of any other internal or external review carried out will need to be considered at the next appraisal meeting. This will not prevent the employer from following its normal processes in dealing with external reviews.

### Dentists working for more than one employer

- 1.9 Where a dentist works for two or more employers but has a single contract of employment, the employing organisations must agree on a 'lead' employer for the dentist's appraisal. Systems for accessing and sharing data and arrangements for action arising out of the appraisal should also be agreed.
- 1.10 Where a dentist holds separate contracts of employment with more than one employer (e.g. two separate part time contracts of employment with different employers), a separate appraisal will be required for each post held.

### Outcome of Appraisal

- 1.11 Appraisal meetings will be conducted in private. The key points of the discussion and any outcomes must be fully documented and copies held by both parties.
- 1.12 Following the appraisal, both parties must complete and sign the summary appraisal document and send a copy, in confidence to:
- Medical Director or equivalent; and,
  - Clinical Director.

Where any disagreement cannot be resolved during the appraisal, mediation and appeals procedure in schedule 7 will apply.

### Personal Development Plan

- 1.13 As an outcome of the appraisal, key development objectives for the following year and, where appropriate, subsequent years should be set.

1.14 The Medical Director is accountable for arrangements being in place for reviewing and implementing the personal development plan.

#### Should concerns arise during the appraisal

1.15 Both the appraiser and the dentist need to recognise that as registered dentist they must protect patients when they believe that a colleague's health, conduct or performance is a threat to patients (GDC's Standards for Dental Professionals part 1, paragraph 1.7 and its supplement, Principles of Raising Concerns and Maintaining High Professional Standards in the Modern HSC)

1.16 If, as a result of the appraisal process the appraiser believes that the activities of the dentist will put patients at risk, appropriate action should be taken. Nothing in the operation of the appraisal process can over-ride the basic professional obligation to protect patients.

#### Serious issues relating to poor performance

1.17 Serious issues relating to poor performance will most often arise outside of the appraisal process and must be addressed at that time. It is not acceptable to delay dealing with such issues until the next scheduled appraisal. These concerns should be addressed in accordance with the normal employer procedures.

- 1.18 If it becomes apparent during the appraisal that there is a potentially serious performance issue requiring further discussion or examination, the appraiser must immediately refer the matter to the Medical Director to take appropriate action.

## APPENDIX C

### COMPETENCY FRAMEWORK

## SECTION 1

### COMPETENCIES - COMMUNITY DENTAL OFFICER

#### Clinical

		Suggested Evidence
Patient examination and diagnosis	Undertakes thorough examination and assessment of patients	<ul style="list-style-type: none"> <li>• Clinical logs</li> <li>• Clinical evidence</li> </ul>
Treatment planning and patient management	Plans and manages care for a range of patients	
Health promotion and disease prevention	Plans, develops, implements and evaluates appropriate interventions to prevent disease and promote health for individual patients	
Medical and dental emergencies	Can identify commonly occurring medical emergencies and lead the dental team in the appropriate first line management of the emergency, using appropriate techniques, equipment and drugs	

Anaesthesia and pain control	Uses appropriate local anaesthetic and patient management approaches to control pain and anxiety during dental treatment	<ul style="list-style-type: none"> <li>• Audit of cases</li> <li>• Case mix statistics</li> <li>• Compliments and complaints</li> <li>• Training evidence</li> <li>• CPD records</li> <li>• Record of training delivered</li> </ul>
Sedation	Use of sedation where required	
Periodontal therapy and management of soft tissue	Undertakes the diagnosis, selection of appropriate periodontal techniques and delivery of periodontal care in an effective way	
Hard and soft tissue surgery	Routine exodontia and/or simple surgical exodontias	
Non surgical management of the hard tissues of the head and neck	Undertakes appropriate assessment of patients to determine the need for specialist advice.	
Management of the developing dentition	Undertakes appropriate investigations during patient examination to determine the need for specialist advice in the management of the developing dentition	
Restoration and replacement of teeth	Undertakes the diagnosis, selection of appropriate restorative technique and delivery of restoration or replacement of teeth in an effective way	

## Communications

		Suggested Evidence
Patient and family	Communicates with a range of patients, and their families, on individual clinical issues	<ul style="list-style-type: none"> <li>• Minutes of user</li> </ul>

Clinical team and peers	Communicates with all members of the clinical team and peers in an appropriate manner	<ul style="list-style-type: none"> <li>groups</li> <li>• Patient notes and records</li> <li>• Communication audit</li> <li>• Patient surveys/questionnaires</li> </ul>
Other professionals	Communicates appropriately with other health and social care professionals involved in the care of patients	

## Management and Leadership

		Suggested Evidence
Personal and practice organisation	Responsible for the running of the immediate clinical environment him/herself, and the immediate dental team	<ul style="list-style-type: none"> <li>• Appraisal (self and staff)</li> <li>• CPD records</li> <li>• Finance activity records</li> <li>• Standards of Better Health compliance</li> </ul>
Legislative	Understands the legislative framework governing the delivery of oral health care in Northern Ireland	
Financial	Understands the financial framework governing the delivery of oral health care in Northern Ireland and the constraints that might impose on service delivery	
Leadership and training	Understands and puts into practice the leadership of the immediate dental team	

Additional Management competencies	Understands responsibility for Health and Safety issues	<ul style="list-style-type: none"> <li>• Job plans</li> <li>• Incident reports</li> <li>• Staff sickness &amp; absence reports</li> <li>• Staff turnover</li> </ul>
Governance	Participates in clinical governance	

## Professionalism

		Suggested Evidence
Ethics	Demonstrates the application of the principles of ethical behaviour relevant to dentistry, including honesty, confidentiality, personal and professional integrity, and compliance with the standards for dental professionals laid down by the GDC	<ul style="list-style-type: none"> <li>• Appraisal</li> <li>• PDP</li> <li>• Audit</li> <li>• Complaints (Self and patients)</li> <li>• Clinical incidents</li> </ul>
Patients	Offers and provides care to patients within a sound ethical and professional framework	
Self	Demonstrates a professional clinical approach including participation in appraisal, peer review, clinical audit and continuing professional development activities	
Clinical team and peers	Behaves in a professional way towards the clinical team and peers, and understands his/her responsibilities with regard to issues such as poor or under performance	

## Teaching and Training

		Suggested Evidence
Training	Participates in the training of individuals on a local clinical basis	<ul style="list-style-type: none"> <li>• Job plan</li> <li>• List of training and teaching delivered</li> <li>• Publications</li> <li>• Presentations</li> <li>• Student/trainee feedback</li> </ul>
Teaching	May undertake teaching/supervision as part of a predetermined programme	
Epidemiology	Participates in dental epidemiological fieldwork	
Research	Participates in clinical research under the direction of approved and registered research lead	

## SECTION 2

### COMPETENCIES - SENIOR COMMUNITY DENTAL OFFICER

#### Clinical

		Suggested Evidence
Patient examination and diagnosis	Undertakes thorough examination and assessment of patients	<ul style="list-style-type: none"><li>• Clinical logs</li><li>• Clinical evidence</li></ul>
Treatment planning and patient management	Plans and manages care where there are complex medical co-morbidities or the situation requires the involvement of other professionals and/or carers to resolve complex patient management issues	<ul style="list-style-type: none"><li>• Audit of cases</li><li>• Case mix statistics</li><li>• Compliments and complaints</li><li>• Training evidence</li><li>• CPD records</li><li>• Record of training delivered</li></ul>

Health promotion and disease prevention	Plans, develops and implements programmes to prevent disease and promote health in target groups within the population	
Medical and dental emergencies	<p>Can identify commonly occurring medical emergencies and lead the dental team in the appropriate first line management of the emergency, using appropriate techniques equipment and drugs</p> <p>Keeps up to date with developments in this area and/or able to advise other members of the team</p> <p>Takes responsibility for organising the training and resources for the acute management of medical emergencies within the service</p>	
Anaesthesia, sedation and pain control	<p>Uses appropriate local anaesthetic and patient management approaches to control pain and anxiety during dental treatment</p> <p>This may include the use of sedation</p> <p>Responsible for organising training and resources in support of the availability of sedation in all or part of the service</p>	
Periodontal therapy and management of soft tissue	Undertakes the diagnosis, selection of appropriate periodontal techniques and delivery of periodontal care in an effective way	
Hard and soft tissue surgery	Routine exodontia and/or simple surgical exodontia	

Non surgical management of the hard tissues of the head and neck	Undertakes appropriate assessment of patients to determine the need for specialist advice	
Management of the developing dentition	Undertakes appropriate investigations during patient examination to determine the need for specialist advice in the management of the developing dentition	
Restoration and replacement of teeth	Undertakes the diagnosis, selection of appropriate restorative technique and delivery of restoration or replacement of teeth in an effective way  Undertakes a range of restorative techniques utilising developed skill resulting in more efficient delivery of restorative care	

## Communications

		Suggested Evidence
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Patient and family	Communicates with a range of patients and families on complex clinical issues and/ or in difficult situations	<ul style="list-style-type: none"> <li>• Minutes of user groups</li> <li>• Patient notes and records</li> <li>• Communication audit</li> <li>• Patient surveys/ questionnaires</li> </ul>
Clinical team and peers	Communicates with the clinical team and peers in a range of clinical and/or leadership situations in a professional and appropriate manner, which inspires confidence, motivation and teamwork.	
Other professionals	Communicates with other health and social care professionals on a range of issues relating to oral health and oral health care	
Organised User Groups	Communicates with a range of user groups of carers and families on complex clinical issues and/ or in difficult situations	

## Management and Leadership

		Suggested Evidence
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Personal and practice organisation	Responsible for the wider clinical environment, or has responsibilities for specific organisational or clinical issues within a service	<ul style="list-style-type: none"> <li>• Appraisal (self and staff)</li> <li>• CPD records</li> <li>• Finance activity records</li> <li>• Standards of Better Health compliance</li> <li>• Job plans</li> <li>• Incident reports</li> <li>• Staff sickness &amp; absence reports</li> <li>• Staff turnover</li> </ul>
Legislative	Has sufficient knowledge and experience of the legislative framework to provide advice or support on such matters to other members of the dental team	
Financial	Has sufficient knowledge and experience of the financial framework to provide advice or support on such matters to other members of the dental team	
Leadership and training	Provides leadership and training in specific areas to a range of staff	
Additional Management competencies	Understands responsibility for Health and Safety issues and can advise others in the service on these issues	
Governance	Participates in and leads teams	

## Professionalism

		Suggested Evidence
Ethics	Has sufficient knowledge, confidence and experience to provide advice and/or support to colleagues or managers on ethical issues	<ul style="list-style-type: none"> <li>• Appraisal</li> <li>• PDP</li> </ul>
Patients	Involved in providing care which requires the application of sound ethical and professional principles in a more complex clinical, physical, social or intellectual context	<ul style="list-style-type: none"> <li>• Audit</li> </ul>

Self	<p>Demonstrates a professional clinical approach, including participation in appraisal, peer review, clinical audit and continuing professional development activities</p> <p>Has sufficient knowledge confidence and experience to appraise others or lead peer review, clinical audit or CPD activities</p>	<ul style="list-style-type: none"> <li>• Complaints (Self and patients)</li> <li>• Clinical incidents</li> </ul>
Clinical team and peers	Has sufficient knowledge, confidence and experience to deal professionally with issues of poor or underperformance in colleagues and other members of the dental team	

## Teaching and Training

		Suggested Evidence
Training	Organises clinical training programmes, delivers training and supports others in that role	<ul style="list-style-type: none"> <li>• Job plan</li> <li>• List of training and teaching delivered</li> <li>• Publications</li> <li>• Presentations</li> <li>• Student/trainee feedback</li> </ul>
Teaching	Organises clinical teaching / supervision programmes, delivers teaching and supports others in that role	
Epidemiology	Organises dental epidemiology programmes and may train examiners. May be involved in data analysis and report	
Research	Participates in clinical research under the direction of approved and registered research lead and may take the lead in clinical research projects falling within their competencies	

## SECTION 3

### COMPETENCIES – ASSISTANT COMMUNITY DENTAL CLINICAL DIRECTOR AND COMMUNITY DENTAL CLINICAL DIRECTOR

(Note: for these posts, particular emphasis should be placed on the management and leadership competencies.)

#### Clinical

		Suggested Evidence
Patient examination and diagnosis	Undertakes thorough examination and assessment of patients	<ul style="list-style-type: none"><li>• Clinical logs</li><li>• Clinical evidence</li><li>• Audit of cases</li><li>• Case mix statistics</li><li>• Compliments and complaints</li></ul>
Treatment planning and patient management	Plans and manages care where there are complex medical co-morbidities or the situation requires the involvement of other professionals	
Health promotion and disease prevention	Plans, develops and implements programmes to prevent disease and promote health in target groups within the population	

<p>Medical and dental emergencies</p>	<p>Can identify commonly occurring medical emergencies and lead the dental team in the appropriate first line management of the emergency, using appropriate techniques equipment and drugs</p> <p>Keeps up to date with developments in this area and/or able to advise other members of the team. Takes responsibility for organising the training and resources for the acute management of medical emergencies within the service</p>	<ul style="list-style-type: none"> <li>• Training evidence</li> <li>• CPD records</li> <li>• Record of training delivered</li> </ul>
<p>Anaesthesia, sedation and pain control</p>	<p>Uses appropriate local anaesthetic and patient management approaches to control pain and anxiety during dental treatment</p> <p>This may include the use of sedation</p> <p>Responsible for organising training and resources in support of the availability of sedation in all or part of the service</p>	
<p>Periodontal therapy and management of soft tissue</p>	<p>Undertakes the diagnosis, selection of appropriate periodontal techniques and delivery of periodontal care in an effective way</p>	
<p>Hard and soft tissue surgery</p>	<p>Routine exodontia and/or simple surgical exodontia</p>	
<p>Non surgical management of the hard tissues of the head and neck</p>	<p>Undertakes appropriate assessment of patients to determine the need for specialist advice</p>	

Management of the developing dentition	Undertakes appropriate investigations during patient examination to determine the need for specialist advice in the management of the developing dentition	
Restoration and replacement of teeth	Undertakes the diagnosis, selection of appropriate restorative technique and delivery of restoration or replacement of teeth in an effective way  Undertakes a range of restorative techniques utilising developed skill resulting in more efficient delivery of restorative care	

## Communications

		Suggested Evidence
Patient and family	Communicates with a range of patients and families on complex clinical issues and/ or in difficult situations	<ul style="list-style-type: none"> <li>• Minutes of user groups</li> <li>• Patient notes and records</li> <li>• Communication audit</li> <li>• Patient surveys/ questionnaires</li> </ul>
Clinical team and peers	Communicates with the clinical team and peers in a range of clinical and/or leadership situations in a professional and appropriate manner, which inspires confidence, motivation and teamwork	
Other professionals	Communicates with other health and social care professionals on a range of issues relating to oral health and oral health care	
Organised User Groups	Communicates with a range of user groups of carers and families	

## Management and Leadership

		Suggested Evidence
Personal and practice organisation	Takes managerial responsibility for an entire clinical service across multiple sites and staff groups	<ul style="list-style-type: none"> <li>• Appraisal (self and staff)</li> </ul>
Legislative	<p>Has sufficient knowledge and experience of the legislative framework to provide advice or support on such matters to other members of the dental team</p> <p>Understands the legislative framework of specialist registration and the provision of specialist and specialised care</p> <p>Has a detailed understanding of the statutory framework on employment, premises management and the provision of services to the public</p>	<ul style="list-style-type: none"> <li>• CPD records</li> <li>• Finance activity records</li> <li>• Standards of Better Health compliance</li> <li>• Job plans</li> </ul>
Financial	<p>Has sufficient knowledge and experience of the financial framework to provide advice or support on such matters to other members of the dental team, with additional skills in the financial modelling of specialist care</p> <p>Has a fundamental knowledge of business planning, budget setting and management.</p> <p>Understands the commissioning process and the marketing of clinical services</p>	<ul style="list-style-type: none"> <li>• Incident reports</li> <li>• Staff sickness &amp; absence reports</li> <li>• Staff turnover</li> </ul>
Leadership and training	Provides managerial and clinical leadership to a service operating across multiple sites, with several staff groups and providing a varied portfolio of differing clinical services	

Additional Management competencies	<p>Can manage in a changing environment (political and clinical)</p> <p>Can lead appraisals and personal development for clinical and non-clinical staff</p> <p>Can manage clinical performance, including the quality of care</p> <p>Can manage a clinical service, including horizon scanning</p> <p>Can manage clinical and non-clinical staff, including job planning</p> <p>Can manage external relationships with senior managerial and clinical colleagues</p> <p>Understands and develops user and carer involvement and engagement</p> <p>Can manage organisation and delivery of integrated governance systems within a multi-site service</p>	
Governance	Leads service wide integrated governance	

### Professionalism

		Suggested Evidence
Ethics	Has sufficient knowledge, confidence and experience to provide advice and/or support to colleagues or managers on ethical issues	<ul style="list-style-type: none"> <li>• Appraisal</li> <li>• PDP</li> </ul>
Patients	Involved in providing care which requires the application of sound ethical and professional principles in a more complex physical, social or intellectual context	<ul style="list-style-type: none"> <li>• Audit</li> </ul>

Self	Demonstrates a professional clinical approach, including participation in appraisal, peer review, clinical audit and continuing professional development activities Has sufficient knowledge confidence and experience to appraise others or lead peer review, clinical audit or CPD activities	<ul style="list-style-type: none"> <li>• Complaints (Self and patients)</li> <li>• Clinical incidents</li> </ul>
Clinical team and peers	Has sufficient knowledge, confidence and experience to deal professionally with issues of poor or underperformance in colleagues and other members of the dental team	

## Teaching and Training

		Suggested Evidence
Training	Organises clinical training programmes, delivers training and supports others in that role in their specialist field	<ul style="list-style-type: none"> <li>• Job plan</li> <li>• List of training and teaching delivered</li> <li>• Publications</li> <li>• Presentations</li> <li>• Student/trainee feedback</li> </ul>
Teaching	Organises clinical teaching / supervision programmes, delivers teaching and supports others in that role in their specialist field	

Epidemiology	Organises dental epidemiology programmes and may train examiners. May be involved in data analysis and report	
Research	Participates in clinical research under the direction of approved and registered research lead and may take the lead in clinical research projects falling within their competencies	

## SECTION 4

### COMPETENCIES - COMMUNITY SPECIALIST DENTIST (CLINICAL)

#### Clinical

Clinical Competencies for Specialist Dentists (Clinical) are determined by the Royal Colleges and accepted by the General Dental Council.

#### Communications

		Suggested Evidence
Patient and family	Communicates with a range of patients and families on complex clinical issues and/ or in difficult situations within their specialist field	<ul style="list-style-type: none"><li>• Minutes of user groups</li><li>• Patient notes and records</li><li>• Communication audit</li></ul>
Clinical team and peers	Communicates with the clinical team and peers in a range of clinical and/or leadership situations in a professional and appropriate manner, which inspires confidence, motivation and teamwork within their specialist field	
Other professionals	Communicates with other health and social care professionals on a range of issues relating to oral health and oral health care within their specialist field	

Organised User Groups	Communicates with a range of user groups of carers and families on complex clinical issues and/ or in difficult situations within their specialist field	<ul style="list-style-type: none"> <li>• Patient surveys/questionnaires</li> </ul>
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## Management and Leadership

		Suggested Evidence
Personal and practice organisation	Takes responsibility for organisational and clinical issues within a recognised specialist clinical service	<ul style="list-style-type: none"> <li>• Appraisal (self and staff)</li> </ul>
Legislative	Understands the legislative framework of specialist registration and the provision of specialist and specialised care	<ul style="list-style-type: none"> <li>• CPD records</li> <li>• Finance activity records</li> </ul>
Financial	Has sufficient knowledge and experience of the financial framework to provide advice or support on such matters to other members of the dental team, with additional skills in the financial modelling of specialist care	<ul style="list-style-type: none"> <li>• Standards of</li> </ul>

Leadership and training	Provides leadership and training in specific areas to a range of staff plus the provision of clinical and / or organisational leadership and training in a recognised clinical specialist domain	<p>Better Health compliance</p> <ul style="list-style-type: none"> <li>• Job plans</li> <li>• Incident reports</li> <li>• Staff sickness &amp; absence reports</li> <li>• Staff turnover</li> </ul>
Additional Management competencies	Not applicable	
Governance	Participates in and leads specialist team	

## Professionalism

		Suggested Evidence
Ethics	Has sufficient knowledge, confidence and experience to provide advice and/or support to colleagues or managers on ethical issues	<ul style="list-style-type: none"> <li>• Appraisal</li> <li>• PDP</li> <li>• Audit</li> <li>• Complaints (Self and patients)</li> <li>• Clinical incidents</li> </ul>
Patients	Involved in providing care which requires the application of sound ethical and professional principles in a more complex physical, social or intellectual context	
Self	<p>Demonstrates a professional clinical approach, including participation in appraisal, peer review, clinical audit and continuing professional development activities</p> <p>Has sufficient knowledge confidence and experience to appraise others or lead peer review, clinical audit or CPD activities</p>	

Clinical team and peers	Has sufficient knowledge, confidence and experience to deal professionally with issues of poor or underperformance in colleagues and other members of the dental team	
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## Teaching and Training

		Suggested Evidence
Training	Organises clinical training programmes, delivers training and supports others in that role in their specialist field	<ul style="list-style-type: none"> <li>• Job plan</li> <li>• List of training and teaching delivered</li> <li>• Publications</li> <li>• Presentations</li> <li>• Student/trainee feedback</li> </ul>
Teaching	Organises clinical teaching / supervision programmes, delivers teaching and supports others in that role in their specialist field	
Epidemiology	Organises dental epidemiology programmes and may train examiners. May be involved in data analysis and report in their specialist field	
Research	Participates in clinical research under the direction of approved and registered research lead and may take the lead in clinical research projects falling within their competencies	

## APPENDIX D

### TRAINING AND DEVELOPMENT BUDGET

To be confirmed

