

**TERMS AND CONDITIONS OF SERVICE  
COMMUNITY DENTAL SERVICES  
(WALES)**

**April 2020**



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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 body, and are approved by the Cabinet Secretary for Health, Well-being and Sport after considering the results of such negotiations. Any amendments should be published.

Where otherwise not specified, the provisions of the General Council Conditions of Service (or its subsequent replacement) shall apply.

# Schedule 1 – Entry criteria

1.1. A dentist appointed under these terms and conditions of service:

- shall have full registration with the General Dental Council (GDC); and
- shall have completed foundation training or equivalent and,
- shall have completed and passed the pre-employment clearance.

1.2. A specialist dentist (clinical) appointed to band C of the scale shall also be on the GDC specialist list for the relevant speciality.

# Schedule 2 – Commencement of employment

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

- The date from which employment under this contract began (the start date for this contract and terms and conditions of service).
- 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.
- The date of the start of the current period of continuous employment with the employer for the purposes of the Employment Rights Act 1996 including, if applicable, employment with predecessor organisations that had previously held the contract. Previous employment with other NHS employing organisations does not count as continuous service for the purposes of the Employment Rights Act 1996 except as provided for under the National Health Service and Community Care Act 1990 or any other statute.
- The date of the start of the current period of continuous employment with the NHS.

# Schedule 3 – Other conditions of employment

## Hours of work

- 3.1 The standard hours of work for full time staff shall be 37.5 hours per week excluding meal breaks.
- 3.2 With the agreement of the employing organisation, the standard hours may be worked over any reference period, for example, 150 hours over four weeks or annualised hours, with due regard for compliance with employment legislation such as the Working Time Regulations.
- 3.3 Similarly, with the agreement of the employing organisation(s) part-time staff may hold multiple contracts which cumulatively exceed the standard hours. These should still remain compliant overall with employment legislation such as Working Time Regulations.
- 3.4 On the rare occasions when a dentist is required to work beyond their regular contracted hours, for example to ensure the safe completion of a patient care episode, the employer will ensure that the dentist is neither advantaged nor disadvantaged for this flexibility. Specific arrangements should be agreed locally within each health board or trust.

## Pension and retirement

- 3.5 The dentist will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations (as amended).

## Health assessment

- 3.6 Dentists are required to notify their employer as soon as possible of any illness, disease or condition, which prevents them from undertaking their duties.
- 3.7 The employer may at any time require a dentist who is unable to perform their duties as a consequence of illness, to submit to an examination by the employing organisation's occupational health services in accordance with local procedures.

## Research

- 3.8 All research must be managed in accordance with the requirements of the Research Governance Framework for Health and Social Care in Wales. Dentists must comply with all reporting requirements, systems and duties of action put in place by the employing organisation to deliver research governance.

## Confidentiality

- 3.9 A dentist has an obligation not to disclose any information of a confidential nature concerning patients, employees, contractors or the confidential business of the employing organisation, subject to the exemptions of the Data Protection Act 1998.

## Public interest disclosure

- 3.10 Should a dentist have cause for genuine concern about an issue (including one that would normally be subject to the above paragraph) and believes that disclosure would be in the public interest, he or she shall have a right to speak out and be afforded statutory protection and should follow local procedures for disclosure of information in the public interest (as required under the Public Interest Disclosure Act 1998).
- 3.11 A dentist must inform their employer of any action taken by the GDC in relation to their professional conduct whether in their current or previous employment.

# Schedule 4 – Job planning

## General principles

- 4.1 Job planning is based on a partnership approach and is a mandatory part of the contract. This is undertaken on an annual basis at the same time as and forming a key element of the wider appraisal process. The clinical director or equivalent and the dentist will both normally prepare a draft job plan, which will then be discussed and agreement sought. The discussion should focus on the prospective timetable and list all the duties of the dentist, the number of hours for which the dentist is contracted and paid, a schedule for these duties, the dentist's objectives and agreed supporting resources. The dentist must fulfil their agreed duties and make best endeavours to meet their objectives.

## Job content

- 4.2 The job plan will set out all of a dentist's NHS responsibilities and duties and the service to be provided. The job plan will include any duties undertaken for other NHS employers.

## Job schedule

- 4.3 This will set out how, when and where the dentist's responsibilities and duties will be delivered. Where necessary, it 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 and priorities and making every effort to reach agreement.
- 4.4 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 and will make all reasonable endeavours to ensure that this support is provided and align with the standards set out in [the NHS Core Principles of NHS Wales](#).
- 4.5 Non-emergency work (outside contracted working hours) during weekdays or at weekends will only be scheduled by mutual agreement between the dentist and his or her clinical manager, or in accordance with the dentist's contracted responsibilities or hours of employment.
- 4.6 Where a dentist participates in an on-call rota as part of their role, the job plan will set out the frequency of the rota.

## Managerial responsibilities

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

## Accountability arrangements

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

## Objectives

4.9 The job plan will include personal objectives that have been agreed between the dentist and his or her clinical director or equivalent. It will set out the relationship between these personal objectives and local service objectives.

4.10 The nature of the dentist's personal objectives will depend in part on his or her role, but they 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 NHS resources
- multi-disciplinary team working.

4.11 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.

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

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

4.14 The job plan will set out:

- agreed supporting resources, which may include facilities, administrative, clerical or secretarial support, office accommodation, IT resources and other forms of support
- any action that the dentist and/or employing organisation agree to take to reduce or remove potential organisational or system barriers.

## Job plan review

4.15 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.

4.16 The annual review will be informed by the same information systems that serve the appraisal process and by the outcome of the appraisal discussions.

4.17 The annual job plan review may result in a revised prospective job plan.

4.18 Following the annual job plan review, the clinical director or equivalent will report the outcome to the medical director or equivalent and copy to the dentist. If they wish, the dentist can meet with the medical director, or equivalent, to discuss any concerns that they may have about the job plan.

4.19 The dentist and 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 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.

4.20 Separate guidance and model documentation has been produced to support the implementation of both appraisal and job planning in the Community Dental Service in Wales (appendices A and B).

### Mediation and appeals

4.21 Wherever possible, disagreements over job planning should be resolved by referral to the medical director or equivalent for mediation to be arranged between the dentist and clinical director or equivalent. If matters cannot be resolved in this way, there shall be access to an appeal process as outlined in schedule 6 of these terms and conditions of service.

# Schedule 5 – Appraisal

## Definition and aims of appraisal

- 5.1 Appraisal is a professional process of constructive dialogue, in which the dentist being appraised has a formal, structured opportunity to reflect on his/her work and to consider how his/her effectiveness might be improved.
- 5.2 It is a positive employer-led process to give dentists feedback on their performance, to chart their continuing progress and to identify developmental needs.
- 5.3 Any local appraisal scheme must comply with the principles of this agreement and the national documentation must be used on all occasions (see Appendix B).

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 support the development/reward 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 NHS
- utilise the annual appraisal process and associated documentation to support the requirements for GDC revalidation.

## Appraisal timetable

- 5.4 Appraisals must be carried out annually. All dentists 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 band. Refusal by a

dentist to participate is a disciplinary matter and will be dealt with as appropriate under the employer's disciplinary procedure.

### Role of the chief executive

- 5.5 The chief executive is personally accountable, to the board, for ensuring that all dentists undergo an annual appraisal.

### Who undertakes the appraisal

- 5.6 A senior dentist or doctor on the dental or medical register should undertake the appraisal. The appraiser should be able to cover both clinical aspects and matters relating to service delivery.
- 5.7 The clinical director 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 specialised review

- 5.8 Where it is apparent that a specialised 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.
- 5.9 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.
- 5.10 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

- 5.11 Where a dentist works for two or more employers but has a single contract of employment, the employing health boards or trusts 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.
- 5.12 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), it is expected that a separate appraisal will be required for each post held.

## Outcomes of appraisal

- 5.13 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.
- 5.14 Following the appraisal, both parties must complete and sign the appraisal document and send a copy, in confidence to:
- medical director or equivalent
  - clinical director.

In exceptional circumstances, copies may be sent to the chief executive. This would usually occur where the clinical director or equivalent has any concerns or where the chief executive is sampling the quality of the appraisal process.

- 5.15 Where any disagreement cannot be resolved during the appraisal, it should be recorded. A further meeting between the appraiser and dentist may be arranged in the presence of the clinical director or equivalent in the first instance, or the medical director or chief executive to discuss the specific points of the disagreement. At this meeting the dentist may also be accompanied by a dental colleague from within the health board or trust or their trade union representative.

## Personal development plan

- 5.16 As an outcome of the appraisal, key development objectives for the following year and, where appropriate, subsequent years should be set.
- 5.17 The medical director (and chief executive as appropriate) are accountable for arrangements being in place for reviewing and implementing the personal development plan.

## Should concerns arise during the appraisal

- 5.18 Both the appraiser and the dentist need to recognise that as registered dentists/doctors they must protect patients when they believe that a colleague's health, conduct or performance is a threat to patients.
- 5.19 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

- 5.20 Serious issues relating to poor performance will most often arise outside of the appraisal process and must be addressed as they occur. 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.
- 5.21 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.
- 5.22 Service managers should allow dentists reasonable time to prepare for their appraisal interviews and job planning exercises. The amount of time required will vary for appraisals at critical points in the pay system (i.e. the threshold and extended competency point) but in general four hours per year should be made available as preparation time for non-pay critical appraisals.
- 5.23 For appraisals relating to achieving key threshold or extended competency points, additional preparation time may be needed and should be granted based upon the extent of evidence to be submitted but balanced with the needs of the Service.

## Schedule 6 - Mediation and appeals

- 6.1 Where it has not been possible to agree a job plan or a dentist disputes a decision that he or she has not met, the required criteria for a pay threshold in respect of a given year, a mediation procedure and an appeal procedure are available.
- 6.2 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.

### Local mediation

- 6.3 The dentist may refer the matter to the medical director, or to a locally agreed designated other person (subject to local arrangements). Where a dentist is employed by more than one NHS organisation, a designated employer will

take the lead. 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 his or her position or view on the matter. This should be provided in writing and normally within 15 days of the referral being submitted.
- The responsible NHS organisation will set out the employing organisation'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 medical director or appropriate other 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 their views.
- If agreement is not reached at this meeting, then the medical director or appropriate other person will decide the matter (in the case of a decision on the job plan) or make a recommendation to the chief executive (in the case of a decision on whether the criteria for pay progression have been met) and inform the dentist and the responsible clinical manager of that decision or recommendation in writing within five working days.
- In the case of a dispute on whether the criteria for pay progression have been met, the chief executive will inform the dentist, the medical director and the responsible clinical manager of his or her decision in writing.
- If the dentist is not satisfied with the outcome, he or she may lodge a formal appeal.

## Formal appeal

- 6.4 A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process.
- 6.5 An appeal shall be lodged with the chief executive within ten working days after the outcome of the mediation process is known. The appeal will set out the points in dispute and the reasons for the appeal. The chief executive will, on receipt of a written appeal, convene an appeal panel to meet within 20 working days.
- 6.6 The membership of the panel will be:
- a chair, being an independent member of the employing organisation
  - a second panel member nominated by the appellant dentist, preferably from within the grade either from the same health board or trust or another health board or trust

- an executive director from within the employing organisation.
  - no member of the panel should have previously been involved in the dispute.
- 6.7 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.
- 6.8 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.
- 6.9 As this is an internal process the panel will make a recommendation to the board of the employing organisation. The recommendation of the panel shall be recorded in writing and provided to both parties no later than 15 working days from the date of the appeal hearing. The recommendation of the panel shall be implemented in full as soon as reasonably practicable following board approval. The decision of the appeal board is final.
- 6.10 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. Any decision that affects the salary or pay of the dentist will have effect from the date on which the dentist referred the matter to mediation or from the time he or she would otherwise have received a change in salary, if earlier.

## Schedule 7 – Competency framework

- 7.1 A discrete set of competencies have been defined for each of the pay bands and will be used to inform job planning and appraisal. These are detailed in appendix C.
- 7.2 These competencies will assist the dentist in:
- planning their career development
  - identifying their training and development needs, and
  - providing excellent patient care.
- 7.3 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.
- 7.4 These competencies are the benchmark against which evidence to support career and pay progression will be measured. In order to pass the 'gateway' in each band, dentists must be demonstrating the competencies marked as essential during their annual appraisal and job plan review. This is described in schedule 10.

### Specialist dentist (clinical)

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

## Schedule 8 – Pay and other allowances

- 8.1 Dentists shall be paid at the rates set out in appendix D. The scale is divided into three bands to reflect the varying levels of experience and competence of dentists employed within the service.
- 8.2 For Band C – managerial dentists the pay scale is sub-divided into three complexity levels representing the level of complexity within these roles, namely standard, medium and high.
- 8.3 Pay progression is detailed in schedule 10 of these terms and conditions of service.

### Part-time and fixed-term contracts

- 8.4 Part-time employees will receive the same entitlements on a pro-rata basis as full-time colleagues.
- 8.5 Where a part-time dentist is regularly employed for hours which vary throughout the year, e.g. shorter hours during school holidays, the calculation of the pro-rata salary shall be on the basis of the average weekly hours over the year so that a single rate of salary is payable each month.
- 8.6 When a contract of employment for variable hours, as described in the paragraph above, is ended reconciliation will be undertaken so that the remuneration relates to the hours actually worked during the preceding 12 months, or during the period of the contract if shorter than 12 months.
- 8.7 If this reconciliation shows that the remuneration received during that period was higher than that justified by the hours worked, the difference shall be deducted from the final salary payment or recovered as appropriate.
- 8.8 If the reconciliation shows that the remuneration was less than that justified by the hours worked, the difference shall be added to the final salary payment.
- 8.9 Employees on fixed-term contracts will receive terms and conditions of service equivalent to that of a comparable permanent employee.

### Starting salaries, pay progression and counting of previous service

- 8.10 Except as provided for elsewhere in these terms and conditions, dentists shall on their first appointment to this service be paid at the minimum point on the pay scale for the designated band. Their annual pay review date shall be the date of taking up their appointment, subject to the requirements of schedule 10.

- 8.11 Where dentists are appointed to a band in this scale having already given substantive service in one or more bands in that scale, all such service shall be counted in determining their starting salary and annual pay review date.
- 8.12 Employers may set a basic salary at a higher pay point to recognise relevant NHS and non-NHS experience at an equivalent level.

### Counting of service whilst on leave

- 8.13 Absence on leave with pay for annual leave, public holidays, sick leave, study leave, special leave and paid or unpaid maternity, paternity or parental leave shall count for pay progression purposes.

### Acting up

- 8.14 All dentists 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 adjustment's to the dentist's job plan commitments and/or a locally agreed payment.
- 8.15 Where a dentist is required by his or her employer to undertake the full duties and responsibilities of a colleague in a more senior band instead of his or her 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 he or she 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 cease after two years. Any period of acting up in a post, broken by a gap of less than six months, shall be linked for the purpose of calculating the two years. If a dentist has completed a two-year period of acting up, they shall not act up in the same post until a period of six months has elapsed.
- 8.16 Periods of acting up of over six months in duration should be taken into consideration when assessing starting salaries, as detailed in paragraph 8.11 above.

## Training supplement

8.17 A dentist in band A, who has responsibility for the supervision of foundation dentists, dental core trainees or undergraduate dental students, will be eligible for an allowance, as set out in appendix D and amended from time to time subject to the following:

- only one allowance shall be paid to an individual dentist in respect of these supervisory responsibilities irrespective of the number of foundation dentists/dental core trainees/undergraduate students involved.
- at any one time, only one salaried dentist who takes part in a foundation dentists/dental core trainees/undergraduate students development shall receive an allowance.
- any allowance shall only be paid for the period for which the dentist has responsibility for training.

## Schedule 9 – Additional fees

9.1 In the case of the following services, the dentist will not be paid an additional fee, or if paid a fee must remit this to the employing organisation:

- any work in relation to the dentist's contractual responsibilities
- duties which are included in the dentist's job plan
- fee paying work for other organisations carried out during the dentist's contracted hours
- lectures and teaching during the course of the dentist's contractual Responsibilities
- lectures and teaching that are not part of the dentist's contractual responsibilities but are undertaken during the dentist's contracted hours.

9.2 This list is not exhaustive and as a general principle work undertaken during contracted hours will not attract additional fees.

9.3 As a general principle a dentist can retain a fee paid for activities carried out in their own time or during annual or unpaid leave.

### Publications

9.4 A dentist shall be free, without prior consent of the employing organisation but in the dentist's own time, to publish books, articles, etc and to deliver any lecture or speak, whether on matters arising out of his or her NHS employment or not.

# Schedule 10 – Pay progression

10.1 Pay progression will be determined by the individual dentist's development and maintenance of the relevant competencies set out at appendix C.

10.2 The principles for progression through a grade 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 employees with feedback on a continuing basis.

10.3 The appraisal cycle will be the process through which the employer and employee determine whether the dentist has:

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

10.4 The managerial dentist (and/or medical director as appropriate) are 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 managerial dentist (and/or medical director as appropriate), or designated person, will have the discretion to decide where appropriate, for instance because of personal illness, that the dentist should nonetheless be regarded as having met the criteria for that year.

## Progression through gateways

10.5 Gateways occur at point 3 of band A and point 9 of band B.

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
- 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 manager. The managerial dentist (and/or medical director as appropriate) 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 10.6 above will need to be satisfied annually between the gateway and the top of the band.

10.9 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.

10.10 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.

10.11 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.

- 10.12 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 should allow a further three months.
- 10.13 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.
- 10.14 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.
- 10.15 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 performance and disciplinary procedure and support arrangements should be followed. These should be supported by the principles of current national agreements on professional standards in dentistry.

### Extended competency points

- 10.16 It is intended that all dentists within bands A and B can aspire to develop further skills and extend their competencies in order to be eligible for the extended competency point which is at the level of the first pay point of the next pay band.
- 10.17 Therefore, the employer and the dentist can agree, as part of the annual job planning and appraisal process, to extend the competencies or scope of the role beyond those defined within the competency framework for the dentist's current band.
- 10.18 To be eligible for consideration for the extended competency point, the dentist must be:
- on the otherwise top pay point in the pay band
  - demonstrating the full range of relevant band competencies, and
  - achieving their individual objectives.
- 10.19 Once a dentist is demonstrating the above, during the next annual appraisal and job plan process they should agree with their managerial dentist or equivalent the additional skills and responsibilities to be demonstrated. These should be based on competencies from the next band.

10.20 The dentist and their managerial dentist or equivalent should agree a timescale for the achievement of these additional objectives. This would usually be for the next annual appraisal and job plan review.

10.21 If at the agreed review point these objectives can be successfully demonstrated, then pay progression will be authorised.

### Mediation and appeals

10.22 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 6 of these terms and conditions of service should be followed.

# Schedule 11 - Leave

## Arrangements for leave

### Annual leave

11.1 Dentists will receive the entitlement to annual leave and general public holidays as set out in the table below.

	Leave entitlement
Dentists on the first two salary points of band A	27 days per annum
All other dentists on the scale	33 days per annum

11.2 These leave entitlements include the two extra statutory days previously available.

11.3 The leave year runs from the anniversary date of the dentist's appointment, or maybe adjusted to a common start date in force in that employment. No detriment to the dentist will arise from any leave year adjustment.

11.4 Annual leave should be discussed at the annual job plan review. Dates for annual leave and the arrangements for the dentist's work to be done in his or her absence should be incorporated into the agreed job plan, or alternatively agreed at least two months in advance, if possible.

### Public holidays

11.5 The leave entitlements of dentists in regular appointment are additional to the eight general public holidays.

11.6 In addition, a dentist who in the course of his or her duty was required to be present in hospital or other place of work between the hours of midnight and 9am on a statutory or public holiday shall receive time off in lieu.

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

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

## Carry over of annual leave

11.9 Annual leave may be carried over subject to section 1, paragraphs 10–14 of the General Council Conditions of Service (or its subsequent replacement).

## Sickness during annual leave

11.10 If a dentist falls sick during annual leave and produces a statement to that effect, he or she 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.

## Professional and study leave

11.11 Professional and study leave includes:

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

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

11.13 Any grant of leave is subject to the need to maintain NHS services.

11.14 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.

11.15 Subject to the conditions in paragraph 11.13, professional or study leave will normally be granted to the maximum extent consistent with maintaining essential services, in accordance with the recommended standards in paragraph 11.16 or may be granted under the provisions of paragraph 11.18.

11.16 The recommended standards for dentists employed within the Community Dental Service with pay and expenses are a maximum of 21 days in any period of three years for professional purposes within the United Kingdom.

11.17 The following conditions shall apply:

- Where a dentist is employed by more than one NHS organisation, the leave and the purpose for which it is requested must be approved by the organisations concerned.
- Where an application is made for a period of leave with pay for longer than three weeks but less than 13 weeks, the leave granting organisation may require that one half of the excess over three weeks be counted against annual leave entitlement. The carry forward or anticipation of annual leave within a maximum of half the annual entitlement being permitted for this purpose.

11.18 Employers may, at their discretion, grant professional or study leave either in or outside of the United Kingdom above the period recommended in paragraph 11.18 with or without pay and with or without expenses or some proportion thereof.

### Indicative training budget

11.19 All dentists are eligible to receive an indicative training budget. The value of this will be adjusted annually by the same factor as applied by the Doctors' and Dentists' Review Body to salaries paid under this contract.

11.20 This budget should be flexibly implemented by the employer to support the training and development requirements identified through the annual appraisal and job planning processes.

### Sabbaticals

11.21 The provisions of schedule 15 will apply.

### Sickness absence

11.22 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:

During the first year of service	One month's full pay and (after completing four months service) two months' half pay
During the second year of service	Two months' full pay and two months' half pay
During the third year of service	Four months' full pay and four months' half pay
During the fourth and fifth years of service	Five months' full pay and five months half pay
After completing five years' service	Six months' full pay and six months' half pay

11.23 The employer shall have discretion to extend a dentist's sick leave entitlement:

- where there is the expectation of return to work in the short term and an extension would materially support a return and/or assist recovery, particular consideration should be given to those staff without full sick pay entitlements;
- in any other circumstance that the employer deems reasonable.

11.24 The rate of allowance and the period for which it is to be paid in respect of any period of absence due to illness, shall be ascertained by deducting from the period of benefit appropriate to the dentist's service on the first day of absence, the aggregate for the period of absence due to illness during the 12 months immediately preceding the first day of absence. In aggregating the periods of absence no account shall be taken of:

- unpaid sick leave; 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 Criminal Injuries Compensation Authority (CICA); or
- injury sustained above but which has not been the subject of payment by the CICA on grounds that it has not given rise to more than three weeks' loss of earnings or was not one for which compensation above the minimum would arise.

11.25 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 or profession.

11.26 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 a National Health Service employer shall be aggregated.

- 11.27 The sick pay paid to a dentist when added to any statutory sickness, injuries or compensation benefits, including any allowances for adult or child dependents, must not exceed full pay.
- 11.28 A dentist who is incapable of doing his or her normal work because of illness shall immediately notify the employer according to the employer's procedures.
- 11.29 Any absence of more than seven days shall be certified by a doctor. Statements shall be submitted according to the employer's procedures.
- 11.30 An allowance shall not normally be paid in a case of accident due to active participation in sport as a profession, or in a case in which contributory negligence is proved, unless the employer decides otherwise.
- 11.31 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 aggregation against future sickness absence.
- 11.32 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 paragraph 11.24.
- 11.33 The employer may at any time require a dentist who is unable to perform his or her duties as a consequence of illness to submit to an examination by a medical practitioner nominated by the employer. Any expense incurred in connection with such an examination shall be met by the employer.
- 11.34 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 period of sick leave. The dentist will, however, still receive his or her entitlement to sick pay in accordance with paragraph 11.24.
- 11.35 To aid return to work, employers have discretion to allow employees to return under flexible working arrangements which may include a period of reduced hours. Any such arrangements need to be consistent with statutory sick pay rules.
- 11.36 The injury allowance provisions will apply as set out in Section 22 of the NHS Terms and Conditions of Service Handbook, and should be read alongside the accompanying guidance issued by NHS Employers

## Special leave

11.37 Special leave for any circumstances may be granted (with or without pay) at the discretion of the employer.

## Maternity leave and pay

11.38 The provisions of schedule 14 will apply.

# 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, registration or licence to practice
  - 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.
- 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.
- 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 NHS.

## 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, or the circumstances described in the temporary schedule 16 of these terms and conditions) then provided that he or she has two years or more continuous service, entitlement to redundancy will be in accordance with schedule 16 of these terms and conditions.

## Termination of employment

### Disciplinary matters

- 12.10 In Wales, wherever possible, any issues relating to conduct and capability should be identified and resolved without recourse to formal procedures. However, should an employing authority consider that a practitioner's conduct and capability may be in breach of the authority's code of conduct, or that the practitioner's professional competence has been called into question, the matter will be resolved through the *Upholding Professional Standards in Wales*, 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 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 The provisions of section 23 and 24 of the General Council Conditions of Service (or subsequent replacement) shall apply.

## Subsistence allowances

- 13.4 The provisions of section 22 of the General Council Conditions (or subsequent replacement) shall apply to all dentists.

## Removal expenses

- 13.5 Reference to reimbursement of removal expenses in the paragraphs below shall mean reimbursement of removal expenses or payments of grants in accordance with paragraphs 315 of the NHS Medical and Dental Staff (Wales) Handbook, unless otherwise stated, at the rates specified therein.
- 13.6 Expenses shall be reimbursed and grants paid only when the employer is satisfied that the removal of a dentist's home is required and that the proposed arrangements are reasonable.
- 13.7 The employer may require a dentist, as a condition of receiving removal expenses, to sign an undertaking that they will remain in this employment for a minimum of two years unless the move is the result of unforeseen circumstances which are serious enough to justify the release of this undertaking.

### Excess rent allowance

13.8 The provisions of section 26 of the General Council Conditions of Service (or subsequent replacement) shall apply.

### Assistance with house purchase

13.9 The provisions of section 26 of the General Council Conditions of Service (or subsequent replacement) shall apply.

# Schedule 14 Maternity leave and pay

## Introduction

- 14.1 All employees will have the right to take 52 weeks of maternity leave.
- 14.2 Paragraphs 14.7 to 14.54 of this schedule set out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.
- 14.3 Paragraphs 14.55 to 14.59 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 NHS employment.
- 14.4 Paragraphs 14.59 to 14.62 define the service that can be counted towards the 12 month continuous service qualification set out in paragraph 14.7 (i) below and which breaks in service may be disregarded for this purpose.
- 14.5 Paragraph 14.63 explains how to get further information about employees' statutory entitlements.
- 14.6 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

- 14.7 An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:
- she has 12 months' continuous service (see paragraphs 14.60 to 14.64) with one or more NHS 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 NHS 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

14.8 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

14.9 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 14.48 and 14.49 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

14.10 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

14.11 To facilitate the process of keeping in touch days (KIT days) it is important that the employer and employee have early discussion to plan and make

arrangements for KIT days before the employee's maternity leave takes place.

- 14.12 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.
- 14.13 KIT days are intended to facilitate a smooth return to work for women returning from maternity leave.
- 14.14 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.
- 14.15 An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.
- 14.16 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.
- 14.17 Any such work must be by agreement and neither the employer nor the employee can insist upon it.
- 14.18 The employee will be paid at their basic daily rate for the hours worked less appropriate maternity leave payment for KIT days worked.
- 14.19 Working for part of any day will count as one KIT day.
- 14.20 Any employee who is breastfeeding must be risk assessed and facilities provided in accordance with paragraph 14.34.

## Paid maternity leave

### Amount of pay

- 14.21 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.

14.22 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

14.23 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

14.24 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

14.25 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

- 14.26 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.
- 14.27 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

- 14.28 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.
- 14.29 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.
- 14.30 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.
- 14.31 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

- 14.32 Where an employee's baby is born dead after the 24<sup>th</sup> 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

14.33 Where an employee has a miscarriage before the 25<sup>th</sup> week of pregnancy, normal sick leave provisions will apply as necessary.

## Health and safety of employees pre and post birth

14.34 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.

14.35 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

14.36 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.

14.37 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

14.38 If at the end of maternity leave the employee wishes to return to work on different hours, the NHS 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.

14.39 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

14.40 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

14.41 If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 14.7 (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.

## Miscellaneous provisions

### Fixed-term contracts or training contracts

14.42 Employees subject to fixed-term or training contracts which expire after the 11th week before the expected week of childbirth and who satisfy the conditions in paragraphs 14.7 (i), 14.7 (ii) (a), 14.7 (ii) (b) and 7 (ii) (d) shall have their contracts extended so as to allow them to receive the 52 weeks which includes paid contractual and statutory maternity pay and the remaining 13 weeks of unpaid maternity leave.

14.43 Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.

14.44 If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred, the repayment provisions set out in paragraph 14.41 above will not apply.

14.45 Employees on fixed-term contracts who do not meet the 12 months' continuous service condition set out in paragraph 14.7 (i) above may still be entitled to statutory maternity pay.

### Contractual rights

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

## Increments

14.47 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

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

14.49 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

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

## Antenatal care

14.51 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

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

14.53 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 NHS employment

14.54 An employee who satisfies the conditions in paragraph 14.7, except that she does not intend to work with the same or another NHS 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

14.55 If an employee does not satisfy the conditions in paragraph 14.7 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 14.7.

14.56 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.

14.57 All employees will have a right to take 52 weeks of maternity leave whether they return to NHS employment or not.

14.58 Paragraph 14.63 contains further information on statutory maternity entitlements.

## Continuous service

14.59 For the purposes of calculating whether the employee meets the 12 months' continuous service with one or more NHS employers qualification set out in paragraph 14.7 (i), the following provisions shall apply:

- NHS employers includes health authorities, NHS boards, NHS trusts, primary care trusts and the Northern Ireland Health Service
- a break in service of three months or less will be disregarded (though not count as service).

14.60 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 practitioner for a period not exceeding 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 an employment break scheme in accordance with the provisions of schedule 15
- absence on maternity leave (paid or unpaid) as provided for under this agreement.

14.61 Employers may at their discretion extend the period specified in paragraphs 14.59 (ii) and 14.60.

14.62 Employers have the discretion to count other previous NHS service or service with other employers.

### Balancing work and personal life

14.63 Dentists employed under these terms and conditions are entitled to parental leave, shared parental leave, maternity support (paternity) leave and pay and adoption leave and pay in accordance with section 35 of the [NHS Terms and Conditions of Service Handbook](#).

### Information about statutory maternity/adoption and paternity leave and pay

14.64 There are occasions when employees are entitled to other statutory benefits/allowances and information about all statutory maternity/adoption and paternity rights can be found using the following links:

<http://www.gov.uk/maternity-pay-leave/overview>

<http://www.gov.uk/adoption-pay-leave>

[www.dwp.gov.uk/lifeevent/benefits/statutory\\_maternity\\_pay.asp](http://www.dwp.gov.uk/lifeevent/benefits/statutory_maternity_pay.asp)

Information about health and safety for new and expectant mothers at work can be found using the following link:

[www.hse.gov.uk](http://www.hse.gov.uk)

# Schedule 15 – Employment Break scheme

## General

- 15.1 NHS employers should provide all staff with access to an employment break scheme.
- 15.2 The scheme should be agreed between employers and local staff representatives.
- 15.3 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.
- 15.4 The scheme should also enable employers to attract and retain the experience of staff consistent with the NHS commitment to the provision of high quality healthcare.
- 15.5 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

- 15.6 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.
- 15.7 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

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

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

### Length of break

15.10 The maximum length of break should be five years.

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

15.12 The minimum length of break should be three months.

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

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

15.15 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

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

- 15.17 The period of the break should count toward continuous employment for statutory purposes.
- 15.18 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

- 15.19 Applicants should be entitled to a written reason for the refusal of any application.
- 15.20 Applicants may resort to the grievance procedure if a request for a break is refused.

### Monitoring and review

- 15.21 All records of applications and decisions should be kept for a minimum of 12 months.
- 15.22 The operation of the scheme should be monitored annually by employers in partnership with local staff representatives.

# Schedule 16 – Redundancy

## Redundancy pay

16.1 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 NHS Pension Scheme and have at least two years' continuous full-time or part-time service and two years' qualifying membership in the NHS Pension Scheme.

## Definition of redundancy

16.2 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

16.3 To qualify for a redundancy payment, the member of staff must be an employee, working under a contract of employment for an NHS employer. 'NHS employer' means working under a contract of employment for an NHS Health Board'. Nonexecutive directors of NHS 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

16.4 'Continuous service' means full-time or part-time employment with the present or any previous NHS employer. If with more than one NHS employer, there

must not have been a break of more than a week (measured Sunday to Saturday) between employments.

### Definition of reckonable service

16.5 'Reckonable service' for the purposes of an NHS 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 NHS 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 foundation trainee with a general dental practitioner in accordance with the provisions of the foundation dentist scheme will count as reckonable service
- at employer discretion, any period or periods of employment with employers outside the NHS where these are judged to be relevant to NHS employment can be included in reckonable service.

16.6 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 NHS 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

16.7 '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 1/12<sup>th</sup> of the annual salary in payment at the date of termination of employment.

### Calculation of redundancy payment

16.8 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.

16.9 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

16.10 Members of the NHS Pension Scheme who are made redundant and meet the conditions set out above in paragraphs 16.3 to 16.6, 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 16.8. To qualify for early retirement, the member of staff must:

- be a member of the NHS Pension Scheme
- have at least two years' continuous service and two years' qualifying Membership
- have reached the minimum pension age.

### Definition of qualifying membership

16.11 '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 NHS or another employer and periods of part time working.

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

16.12 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 NHS 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.<sup>1</sup>

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<sup>1</sup> It is open to qualifying members to take early retirement under the normal scheme arrangements for voluntary early retirement or normal age retirement.

16.13 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 16.8, 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

16.14 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 nonpractitioner 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.<sup>2,3\*</sup>

16.15 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

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<sup>2</sup> Where practitioner membership ended 12 months or more before the date of non-practitioner retirement on redundancy, and all other posts have ceased, practitioner benefits will be paid at the same time as the redundancy benefits and associated pension costs will be met by the NHS employer authorising retirement.

<sup>3</sup> Practitioners are general medical and general dental practitioners.

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

16.16 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 NHS employer, or
- unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer, or
- leave their employment before expiry of notice, except if they are being released early (see paragraphs 16.20 to 16.21 below), or
- are offered a renewal of contract (with the substitution of the new employer for the previous NHS one)
- Where their employment is transferred to another public service employer who is not an NHS employer.

### Suitable alternative employment

16.17 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 NHS 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.

16.18 'Suitable alternative employment', for the purposes of paragraph 16.17, 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.

16.19 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

- 16.20 Employees who have been notified of the termination of their employment on grounds of redundancy, and for whom no suitable alternative employment in the NHS is available, may, during the period of notice, obtain other employment outside the NHS.
- 16.21 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

- 16.22 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

- 16.23 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

- 16.24 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

- 16.25 Members of the NHS 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 16.10. 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, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation or marriage and civil partnership.

16.26 These arrangements are aimed at employees who have given valuable NHS 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, including reasonable adjustments to an existing role or potential suitable alternatives.

16.27 The relevant NHS 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

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

## Glossary

GDC	General Dental Council
LHB	Local Health Board
Job plan	A job plan is a document that outlines the working duties of an individual, as agreed between the employer and employee and sets out the aims and requirements of the contract of employment.

Appraisal Appraisals regularly record an assessment of an employee's performance, potential and developmental needs. It provides a structured opportunity to reflect upon workload and consider how ones effectiveness might be improved.

Indicative training. This is a training budget available for employers to implement budget flexibly in order to support training and development requirements as identified through the annual appraisal and job planning process.

# Appendix A: Job plan guidance and template

## Introduction

1. The job planning process is described in schedule 4 of the Salaried Primary Dental Care Services terms and conditions of service. This section suggests a number of steps that can be taken in order to achieve an agreed job plan.
2. A number of people are involved in the job planning process, the most important being the dentist and the clinical director or lead clinician who is responsible for ensuring that all job plans have been agreed and signed off.
3. While developing the job plan the following points should be considered:
  - it should be developed in the spirit of partnership
  - it is an agreement that sets out objectives (both professional and personal), duties and responsibilities for the coming year
  - resources and support should be identified and agreed
  - it should cover all aspects of a dentist's professional practice
  - it should cover the requirements of the organisation/employer
  - it may be built onto the previous year's plan
  - the plan may include team activities
  - the process is separate from, but linked to appraisal.
4. There should be an annual review of the job plan. Information required in the job plan is similar to that required for the appraisal process and therefore each process should take place as close together as possible. The purpose of the review will be to determine:
  - what factors affected the achievement or otherwise of objectives
  - adequacy of resources to meet objectives
  - any possible changes to duties or responsibilities
  - ways of improving management of workload
  - the planning and management of the dentist's career.

## Guidance on completing job plans

5. This section provides a brief guide to completing the suggested template, as per below.
6. The template is broken down into nine sections as follows:

- Weekly schedule – this section provides a summary of duties and responsibilities in the working week, including the number of hours an activity takes up and any differences in location.
- Objectives – this section outlines any personal objectives and identifies the relationship between personal and organisational objectives.
- Supporting resources – please provide details of any supporting resources such as administrative, clerical or secretarial support, IT resources and other forms of support and as well as any comments.
- Accommodation – please provide details of the facilities available, such as office accommodation or clinical accommodation and any comments.
- Equipment – please provide details of the type of equipment available. Please include comments on suitability of equipment, whether any equipment requires updating or is not available etc.
- External duties – please provide details of any activities for other organisations.
- Other comments or agreements – this section allows for any additional comment or agreement not covered elsewhere in the job plan.
- Additional – this section clarifies whether any other work is undertaken.
- Sign off – both the dentist and his or her clinical manager are to agree and sign off the job plan.

## Job plan form

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Weekly schedule

Day	Time	Location	Work – nominal allocation	Category	Hours
Total Hours					

### Objectives

Organisational objectives	Team or directorate objectives	Personal objectives

### Supporting resource

Role (staff)	Comments

### Accommodation

Organisation	Comments

### Equipment

Type	Comments

### External duties

Organisation	Details

### Other comments or agreements

--

### Additional

	Yes/no
1. Are you undertaking: a) any other NHS work? b) any other professional non NHS work? c) any other paid employment (Working Time Directive)?	
2. If yes, how many sessions and at what times?	

### Sign off and agreement

Dentist name .....

Signed (dentist) .....

Date .....

Clinical director (or equivalent) name .....

Signed (clinical director or equivalent) .....

Date .....

# Appendix B: Annual appraisal documents

## Section A: Personal information

Name:.....

Registered address:

Contact address (if different):

--	--

### GDC registration

Registration number:.....

Date of registration: .....

Type of registration currently held: .....

.....

Date of last revalidation (if applicable):

..... Has your registration been called into question since your last appraisal? (If this is the first appraisal, is your registration currently in question? .....

.....

*Specialist registration*

Date of grant of any specialist registration/qualification in the UK and any specialty in which you were registered

.....  
Date and country of grant of any specialist registration/qualification outside the UK and any specialty in which you were registered

.....  
Any other specialties or sub-specialties in which you are registered

Employment information

Current employer:.....

..... Start date:.....

Title of post currently held: .....

Previous employment history:

(List all the posts in which you have been employed, including honorary and part-time posts, in the NHS and elsewhere in the past five years)

Employer	Date from	Date to

Other relevant personal details

(For example, membership of medical/dental and specialist societies). Please indicate if you have any official role or status?

.....  
...  
.....  
...  
.....  
...  
.....  
...  
.....  
...

**Section B: Supporting evidence**

In this section you should list the documents used to inform your appraisal interview and demonstrate performance against the pay band competencies. You should keep copies of these documents in your appraisal folder.

This section should be completed prior to the appraisal interview.

*Clinical competencies*

<input type="checkbox"/>
<input type="checkbox"/>

*Communication*

<input type="checkbox"/>
<input type="checkbox"/>

*Management and leadership*

<input type="checkbox"/>
<input type="checkbox"/>

*Professionalism*

- 
- 

*Teaching and training*

- 
- 

## **Section C: Appraisal interview**

### **Summary of achievements since previous appraisal**

**Details of competencies maintained and/or achieved**

--

*Clinical competencies*

Progress:
Areas for development:
Any additional information:

*Communications*

Progress:
Areas for development:
Any additional information:

*Management and leadership*

Progress:
Areas for development:
Any additional information:

*Professionalism*

Progress:

Areas for development:

Any additional information:

*Teaching and training*

Progress:

Areas for development:

Any additional information:

*Probity*

*Health*

*Any other issues or points agreed*

**Sign off**

We confirm that the above information is an accurate record of the documentation provided by the dentist and used in the appraisal process, and of the dentist’s position with regard to development action in the course of the past year.

**Signed:**

<b>Dentist name:</b>	<b>Appraiser name:</b>
<b>Dentist:</b>	<b>Appraiser:</b>
<b>Date:</b>	<b>Date:</b>

Record here the names of any third parties who contributed to the appraisal and indicate the capacity in which they did so:

.....  
.....  
.....

**Section D: Personal development plan**

*This should be used to inform discussion on development. It should be updated whenever there has been a change – either when a goal is achieved or modified or where a new need is identified.*

What development needs have I?	How will this relate to organisational and/or personal needs?	How will I address them?	Date by which I plan to achieve the development goal	Outcome	Completed
<i>Explain the need.</i>	<i>Explain how this may fit in with your personal needs and within those of the organisation</i>	<i>Explain how you will take action, and what resources you will need?</i>	<i>The date agreed with your appraiser for achieving the development goal.</i>	<i>How will your practice change as a result of the development activity?</i>	<i>Agreement from your appraiser that the development need has been met</i>
1.					
2.					
3.					
4.etc					

## Section E: Final agreement

We agree that the above is an accurate summary of the appraisal discussion and agreed action, and of the agreed personal development plan.

### Checklist of activities:

Activity	Yes/no	Comments
Appraisal completed		
Job plan objectives have been met		
Demonstration of competencies achieved		
Pay point progression approved		

**Appraiser:** .....(GDC/GMC Number)

**Dentist:** .....

**Date:** .....

*Copies of this document must be signed and sent, in confidence to the, medical director and clinical director. If required, copies should be sent to the chief executive and will include information relating to service objectives which will inform the job plan review.*



# Appendix C: Competency framework

## Section 1: Competencies for band A – dentist

### Clinical

		<b>Suggested evidence</b>
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> <li>• Training evidence</li> <li>• CPD records</li> <li>• Record of training delivered</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	
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.	
	Undertakes appropriate	
Management of the developing dentition	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	

## Communication

		<b>Suggested evidence</b>
Patient and family	Communicates with a range of patients, and their families, on individual clinical issues	Minutes of user groups Patient notes and records Communication audit Patient surveys/ questionnaires
Clinical team and peers	Communicates with all members of the clinical team and peers in an appropriate manner	
Other professionals	Communicates appropriately with other health and social care professionals involved in the care of patients	

## Management and leadership

		<b>Suggested Evidence</b>
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</li> <li>• Health compliance</li> </ul>
Legislative	Understands the legislative framework governing the delivery of oral health care in Wales	

Financial	Understands the financial framework governing the delivery of oral health care in Wales and the constraints that might impose on service delivery	<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>
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	
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

		<b>Suggested Evidence</b>
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 for band B – senior dentist

### Clinical

		<b>Suggested evidence</b>
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> <li>• Training evidence</li> <li>• CPD records</li> <li>• Record of training delivered</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	
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 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>	
<p>Anaesthesia, sedation and pain control</p>	<p>Uses appropriate local anaesthetic and patient management approaches to control pain and anxiety during dental treatment This may include the use of sedation 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>surgery Routine exodontia and/or simple surgical exodontia 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	

## Communication

		<b>Suggested evidence</b>
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

		<b>Suggested Evidence</b>
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> </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	<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 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

		<b>Suggested Evidence</b>
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 clinical, physical, social or intellectual context	
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	
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

		<b>Suggested Evidence</b>
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 for band C – managerial dentist

(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> <li>• Training evidence</li> <li>• CPD records</li> </ul>
Treatment planning and patient management	Plans and manages care where there are complex medical comorbidities or the situation requires the involvement of other professionals and/or carers to resolve complex patient management issues	
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 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>• 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 This may include the use of sedation 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>	
<p>Management of the developing dentition</p>	<p>Undertakes appropriate investigations during patient examination to determine the need for specialist advice in the management of the developing dentition</p>	

Restoration and replacement of teeth	<p>Undertakes the diagnosis, selection of appropriate restorative technique and delivery of restoration or replacement of teeth in an effective way</p> <p>Undertakes a range of restorative techniques utilising developed skill resulting in more efficient delivery of restorative care</p>
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## Communication

		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 on complex clinical issues and/ or in difficult situations	

## Management and leadership

		Suggested evidence
Personal and practice organisation	Takes managerial responsibility for an entire clinical service across multiple sites and staff groups	Appraisal (self and staff)

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</li> <li>• Health compliance</li> <li>• Job plans</li> <li>• Incident reports</li> <li>• Staff sickness &amp; absence reports •</li> <li>• Staff turnover</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>	
Leadership and training	<p>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</p>	
Additional management competencies	<p>Can manage in a changing environment (political and clinical) Can lead appraisals and personal development for clinical and nonclinical staff</p> <p>Can manage clinical performance, including the quality of care Can manage a clinical service, including horizon scanning</p> <p>Can manage clinical and non-clinical staff, including job planning 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</p>	

	of integrated governance systems within a multisite service	
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> <li>• Complaints (self and patients)</li> <li>• Clinical incidents</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>	
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>• Minutes of user groups</li> <li>• Patient notes and records</li> <li>• Communication audit</li> <li>• Patient surveys/questionnaires</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 for band C – specialist dentist (clinical)

### Clinical

Clinical competencies for specialist dentists (clinical) are determined by the Royal Colleges and accepted by the General Dental Council

### Communication

		Suggested evidence
Patient and family	Communicates with a range of patients and families on complex clinical issues and/ or in difficult situations	Minutes of user groups

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	<ul style="list-style-type: none"> <li>• Patient notes and records</li> <li>• Communication audit</li> <li>• Patient surveys/questionnaires</li> </ul>
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
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> <li>• CPD records</li> <li>• Finance activity records</li> <li>• Standards of Better Health compliance</li> <li>• Job plans</li> </ul>
Legislative	Understands the legislative framework of specialist registration and the provision of specialist and specialised care	
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	
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	<ul style="list-style-type: none"> <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
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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	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	
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	Job plan List of training and teaching delivered
Teaching	Organises clinical teaching/supervision programmes, delivers teaching and supports others in that role in their specialist field	Publications Presentations Student/trainee feedback
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: Pay rates

Please see the latest Pay Circular which deals with pay and conditions of service for community dental services. This is available at:

<http://www.wales.nhs.uk/nhswalesaboutus/workingforhswales/payconditions/payandconditionsresources>