

Terms and conditions – Salaried Dentists

Record of amendments – Volume One

Amendments to the terms and conditions will normally be notified to employers via a message in the NHS Workforce Bulletin.

A revised version of the terms and conditions is posted on the NHS Employers website at

<http://www.nhsemployers.org>

	Schedule no.	Amendment	Date amended	Circular number
1	Introduction	<p>Replace</p> <p><i>The terms and conditions set out in this document shall incorporate and be read subject to any amendments which are from time to time the subject of negotiation by the appropriate negotiation bodies, and are approved by the Secretary of State after considering the results of such negotiations. Any amendments should be published.</i></p> <p>With</p> <p><i>The terms and conditions set out in this document shall incorporate and be read subject to any amendments which are from time to time the subject of negotiation by the appropriate negotiation bodies and are approved by the Secretary of State after considering the results of such negotiations. Any amendments should be published.</i></p>	8 August 2019	PC(M&D) 1/2019
2	Schedule 1	Paragraph 1.1	8 August 2019	PC(M&D)

		<p>Replace</p> <ul style="list-style-type: none"> • <i>shall appear on the National Health Service Dental Performers List of a Primary Care Trust (PCT) and,</i> <p>With</p> <ul style="list-style-type: none"> • <i>shall appear on the National Health Service Dental Performers List of the Area Team of NHS England and,</i> 		1/2019
3	Schedule 4	<p>Paragraph 4.5</p> <p>Replace</p> <p><i>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.</i></p> <p>With</p> <p><i>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.</i></p>	8 August 2019	PC(M&D) 1/2019
4	Schedule 5	<p>Paragraph 5.17</p> <p>Replace</p>	8 August 2019	PC(M&D) 1/2019

		<p><i>The medical director/chief executive are accountable for arrangements being in place for reviewing and implementing the personal development plan.</i></p> <p>With</p> <p><i>The medical director (and/or chief executive as appropriate) is accountable for arrangements being in place for reviewing and implementing the personal development plan.</i></p>		
5	Schedule 5	<p>Paragraph 5.20</p> <p>Replace</p> <p><i>Serious issues relating to poor performance will most often arise outside of the appraisal process and must be addressed at that time. It is not acceptable to delay dealing with such issues until the next scheduled appraisal. These concerns should be addressed in accordance with the normal employer procedures.</i></p> <p>With</p> <p><i>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.</i></p>	8 August 2019	PC(M&D) 1/2019
6	Schedule 5	<p>Insert paragraphs 5.23 and 5.24</p> <p><i>Reasonable time for preparing for Appraisal Interviews</i></p>	8 August 2019	PC(M&D) 1/2019

		<p><i>5.23 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 as a starting point four hours per year should be made available as preparation time for non-pay critical appraisals.</i></p> <p><i>5.24 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. This is envisaged to be based upon additional four-hour blocks dependent upon the extent of evidence required.</i></p>		
7	Schedule 6	<p>Paragraph 6.2</p> <p>Replace</p> <p><i>6.2 It is recognised that disputes may arise in relation to other aspects of a dentist's employment. In these circumstances, locally agreed polices and procedures will apply.</i></p> <p>With</p> <p><i>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.</i></p>	8 August 2019	PC(M&D) 1/2019
8	Schedule 8	<p>Paragraph 8.14</p> <p>Replace</p>	8 August 2019	PC(M&D) 1/2019

		<p><i>8.14 Dentists whose place of work (i.e. where his or her principle duties lie) is within the boundaries of the former health authorities designated by paragraph 5, or in one of the units designated by paragraph 10, of Section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London Weighting at the rate specified from time to time in circulars advising of national rates of pay.</i></p> <p>With</p> <p><i>8.14 Dentists whose place of work (i.e. where his or her principal duties lie) is within the boundaries of the former health authorities designated by paragraph 4, or in one of the units designated by paragraph 10, of Section 56 of the General Council Conditions of Service (or subsequent replacement) shall be paid London Weighting at the rate specified from time to time in circulars advising of national rates of pay.</i></p>		
9	Schedule 10	<p>Paragraph 10.4</p> <p>Replace</p> <p><i>10.4 The managerial dentist/medical director is responsible for ensuring that processes are in place to sign off the pay point progression assessment.</i></p> <p>With</p> <p><i>10.4 The managerial dentist (and/or medical director as appropriate) is responsible for ensuring that processes are in place to sign off the pay point progression assessment.</i></p>	8 August 2019	PC(M&D) 1/2019

10	Schedule 10	<p>Paragraph 10.7</p> <p>Replace</p> <p><i>The managerial dentist/medical director will have the responsibility for ensuring processes are in place to sign off a gateway assessment and for ensuring accurate payment.</i></p> <p>With</p> <p><i>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.</i></p>		
11	Schedule 10	<p>Paragraph 10.12</p> <p>Replace</p> <p><i>This date should be set for a further three months.</i></p> <p>With</p> <p><i>This should allow a further three months.</i></p>	8 August 2019	PC(M&D) 1/2019
12	Schedule 11	<p>Paragraph 11.21</p> <p>Replace</p> <p><i>All dentists are eligible to receive an indicative training budget. The value of this is detailed in appendix D and will increase annually by the RPI rate as at April 1 each year.</i></p>	8 August 2019	PC(M&D) 1/2019

		<p>With</p> <p><i>All dentists are eligible to receive an indicative training budget. The value of this is detailed in appendix D and will be adjusted annually by the same factor as applied by the Doctors' and Dentists' Review Body to salaries paid under this contract.</i></p>		
13	Schedule 11	<p>Paragraph 11.33 and 11.34</p> <p>Replace</p> <p><i>11.33 An absence due to injury sustained in the actual discharge of duty, for which the dentist was not liable, shall not be recorded for the purposes of these provisions.</i></p> <p>With</p> <p><i>11.33 An absence due to injury sustained by a dentist in the actual discharge of their duty, for which the dentist was not liable, shall not be recorded for the purposes of aggregation against future sickness absence.</i></p> <p><i>11.34 The injury allowance provisions will apply as set out in Section 22 of the NHS Terms and Conditions of Service Handbook 19, and should be read alongside the accompanying guidance issued by NHS Employers.</i></p>	8 August 2019	PC(M&D) 1/2019
14	Schedule 14	<p>Paragraph 14.42</p> <p>Replace</p>	8 August 2019	PC(M&D) 1/2019

		<p><i>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.</i></p> <p>With</p> <p><i>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 14.7 (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.</i></p>		
15	Schedule 16	<p><i>Paragraphs 16.29 to 16.41</i></p> <p><i>Delete</i></p> <p><i>Transitional arrangements: 1 October 2006 to 30 September 2011</i></p> <p><i>16.29 There will be transitional arrangements in place from 1 December 2006 to 30 September 2011. These transitional arrangements apply to staff:</i></p> <ul style="list-style-type: none"> <i>• whose continuous NHS service and/or Pension Scheme membership began before 1 October 2006</i> <i>• who are aged over 50 on 30 September 2006 or who reach 50 during the transition period: 1 October until 30 September 2011 (after 6</i> 	8 August 2019	PC(M&D) 1/2019

		<p><i>April 2010 subject to the rules on minimum pension age set out in paragraph 16.10)</i></p> <ul style="list-style-type: none"><i>• who are members of the NHS Pension Scheme and have at least five years' qualifying membership in the scheme at the date of redundancy.</i> <p><i>16.30 Employees who are made redundant and qualify for transitional protection can choose between a redundancy payment under the new arrangements and payment under transitional protection. The transitional arrangements for early retirement (but not the redundancy payment) will also apply to staff given early retirement in the interests of the service and who meet the qualifying conditions in paragraph 16.29.</i></p> <p><i>16.31 Transitional protection has two phases. The first phase applies from 1 December 2006 to 30 June 2007. During this phase the maximum pension that an employee can receive on taking redundancy retirement is that to which they would have been entitled had they been made redundant under the old agreement on 30 September 2006.</i></p> <p><i>16.32 The second phase is from 1 July 2007 to 30 September 2011. During this phase, as well as freezing the maximum enhanced pension at that which would have been available on 30 September 2006, there will be a further reduction so that all enhancements are removed by 30 September 2011.</i></p> <p><i>16.33 The date used to calculate the level of both final pensionable pay and of salary for redundancy payment under the transition will be set by reference to the actual date of redundancy.</i></p> <p><i>Calculation of baseline entitlement during transition</i></p>		
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16.34 For employees taking advantage of the transitional arrangements, and subject to a maximum of 20 years' reckonable service being counted, the lump sum redundancy payment will be calculated based on the arrangements in place before 1 October 2006 as follows. Based on service at 30 September 2006:

- 1 1/2 weeks' pay for each complete year of reckonable service at age 41 or over
- one week's pay for each complete year of reckonable service at age 22 or over but under 41
- 1/2 week's pay for each complete year of reckonable service at age 18 or over but under 22
- overall maximum 30 weeks' pay.

16.35 Fractions of a year of reckonable service will not be taken into account except that they may be aggregated under paragraph 16.34 above to make complete years. The lowest week's pay multiplier relevant to the employee's calculation will apply to the complete year aggregated.

Reduction to baseline entitlement

16.36 Redundant employees who are entitled to an enhancement of their pension benefits on ceasing to be employed will, if the enhancement of service if they had been made redundant on 30 September 2006 is less than ten years, be entitled to receive a redundancy payment. Where the enhancement of service does not exceed 62/3 years they will be paid in full; where the enhancement of service exceeds 62/3 years they will be reduced by 30 per cent in respect of each year of enhanced service over 62/3 years with pro-rata reduction for part years.

16.37 *The redundancy payment made under these transitional arrangements will be based on the number of weeks service applicable for a redundancy on 30 September 2006 along with the reduction for enhancement greater than 62/3 years that would have been made had the redundancy taken place on that date. If there has been a break in continuous service between 1 October 2006 and the date of redundancy, then the payment would be based on the number of years' continuous service at the date of redundancy.*

16.38 *As a baseline calculation for transitional protection all employees eligible for premature payment of pension and compensation benefits under the terms of this agreement on transition shall have their reckonable years in the NHS Scheme at 30 September 2006 doubled subject to a maximum enhancement of ten added years. Total reckonable years (including enhancements) will in all cases be limited to the lesser of:*

- the total reckonable service that would have been attained by continuing in service to retirement age, or*
- 40 years, provided that*
- the enhancement of reckonable service for employees with relevant optant service shall be based on the aggregate of their reckonable NHS service and their relevant optant service.*

Transition phase one: 1 October 2006 to 30 June 2007

16.39 *For redundancies from 1 October 2006 until 1 December 2006, when the regulations to give effect to the transition are introduced, employees will receive enhanced pension based on the pre 1 October arrangements including the calculation of redundancy payment.*

		<p><i>16.40 From 1 December 2006 to 30 June 2007, the enhancement that the employee will be eligible to receive will be the enhancement on which the pension would have been based had they been made redundant on 30 September 2006, less the number of days since 30 September 2006. For those who have any part time membership, the reduction in enhancement will be scaled down according to the scaling factor applicable at 30 September 2006.</i></p> <p><i>Transition phase two: 1 July 2007 to 30 September 2011</i></p> <p><i>16.41 During this phase, maximum enhancement available to the employee made redundant will continue to be the enhancement available on 30 September 2006 less the number of days since 30 September 2006. There will be a further reduction in entitlement to enhancement. For those whose enhancement on 30 September 2006 would have been greater than five years, the additional amount of service enhancement over five years should be reduced by 1/60th for each whole month that has elapsed between 30 September 2006 and the date of redundancy. The effect of the two transition elements together is that after each year of transition, the maximum enhancement would be reduced by two years until no enhancement is available from 1 October 2011.</i></p> <ul style="list-style-type: none"> <i>Paragraphs 16.29 to 16.42 will be removed from this agreement on 1 October 2011.</i> 		
16	Glossary	<p>Glossary</p> <p>Replace</p> <p>SPDCS <i>Salaried primary dental care services</i> GDC <i>General Dental Council</i></p>	8 August 2019	PC(M&D) 1/2019

		<p><i>PCT</i> <i>Primary care trust</i></p> <p><i>Job plan</i> <i>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.</i></p> <p><i>Appraisal</i> <i>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 one's effectiveness might be improved.</i></p> <p><i>Indicative training budget</i> <i>This is a training budget available for employers to implement flexibly in order to support training and development requirements as identified through the annual appraisal and job planning process.</i></p> <p><i>Temporary schedule</i> <i>Temporary schedules are negotiated and amended outwith these terms and conditions. They will be updated in accordance with statutory changes and/or are negotiated generically within the NHS.</i></p> <p><i>With</i></p> <p><i>SPDCS</i> <i>Salaried primary dental care services</i></p> <p><i>GDC</i> <i>General Dental Council</i></p> <p><i>Job plan</i> <i>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.</i></p> <p><i>Appraisal</i> <i>Appraisals regularly record an assessment of an employee's performance, potential and developmental needs. It provides a structured opportunity to reflect upon</i></p>		
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		<p><i>workload and consider how one's effectiveness might be improved.</i></p> <p><i>Indicative training budget This is a training budget available for employers to implement flexibly in order to support training and development requirements as identified through the annual appraisal and job planning process.</i></p> <p><i>Temporary schedule Temporary schedules are negotiated and amended outwith these terms and conditions. They will be updated in accordance with statutory changes and/or are negotiated generically within the NHS.</i></p>		
17	Appendix C – Competency Framework	<p>Section 1: Competencies for band A – dentist Management and leadership</p> <p>Replace</p> <p><i>Personal and practice organisation</i></p> <p><i>Responsible for the running of the immediate clinical environment him/herself and the immediate dental team</i></p> <p>With</p> <p><i>Personal and practice organisation</i></p> <p><i>Responsible for the running of the immediate clinical environment for him/herself and the immediate dental team</i></p>	8 August 2019	PC(M&D) 1/2019
18	Appendix D – Pay rates	Replace	8 August 2019	PC(M&D) 1/2019

		<p><i>Please see the latest Pay Circular which deals with pay and conditions of service for salaried primary dental care practitioners. This is available at: www.nhsemployers.org/pay-conditions/pay-conditions-2339.cfm.</i></p> <p>With</p> <p><i>Please see the latest Pay Circular which deals with pay and conditions of service for salaried primary dental care practitioners. Pay Circulars are published by NHS Employers and are available from their website at www.nhsemployers.org by following the links under Pay and Contracts.</i></p>		
19	Schedule 3	<p>Paragraph 3.2</p> <p>Replace</p> <p>3.2 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 1995 (as amended).</p> <p>With</p> <p>3.2 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 1995, 2008 and 2015.</p>	TBC	Pay and Conditions Circular (M&D) 3/2024
20	Schedule 16	<p>Paragraphs 16.1, 16.10, 16.14,</p> <p>Replace</p> <p>16.1 This section sets out the arrangements for redundancy pay for employees dismissed by reason of redundancy who, at the date of</p>	TBC	Pay and Conditions Circular (M&D) 3/2024

		<p>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. Pension changes take effect from 1 December 2006. It further sets out transitional arrangements from 1 December 2006 to 30 September 2011 for staff aged over 50 at the time of redundancy who are members of the NHS Pension Scheme with at least five years' pensionable service.</p> <p>With</p> <p>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. 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.</p> <p>Replace</p> <p>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:</p> <ul style="list-style-type: none"> • be a member of the NHS Pension Scheme 		
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		<ul style="list-style-type: none"> • have at least two years' continuous service and two years' qualifying membership • have reached the minimum pension age. The Finance Act 2004 allows for protection of a minimum pension age of 50 for members who had the right to take reduced benefits at that age on 5 April 2006. This protection may continue as long as members retiring early after 6 April 2010 take all their benefits payable under scheme rules. In the NHS Scheme, for those without this protection, members who first joined and some who returned to the scheme after 6 April 2006, minimum pension age will change from 50 to 55 from 6 April 2010.¹ <p>With</p> <p>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:</p> <ul style="list-style-type: none"> • 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. (As referenced on the NHS Pension Scheme regulations, and summarised on our web page.) <p>Remove footnote</p> <p>¹ Subject to consultation, for those who are in the new pension scheme (with a normal pension age of 65), minimum pension age will be 55 from when the scheme is set up.</p> <p>Replace</p>		
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		<p>16.14 Where there is concurrent pensionable employment, members may choose between:</p> <ul style="list-style-type: none"> • ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each employment in which case they cannot be pensionable again in the current scheme (normal pension age of 60). (An employment may continue if it is not more than 16 hours a week, without affecting the payment of enhanced benefits, but it will not be pensionable in the scheme); and • taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. After 6 April 2010, this will not apply if taking benefits under the age of 55 • members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60. 3,4 <p>With</p> <p>16.14 Where there is concurrent pensionable employment, members may choose between:</p> <ul style="list-style-type: none"> • ceasing all pensionable employment and taking early retirement on the terms set out below in respect of each. Members may be able to re-join the 2015 scheme if they continue or subsequently return to NHS employment.); and 		
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		<ul style="list-style-type: none"> • taking benefits only in respect of the employment that is being terminated, in which case they can continue being pensionable in other employments. • members with concurrent practitioner and non-practitioner employments, who choose to cease all pensionable employments, will receive only their non-practitioner benefits on redundancy grounds. Where appropriate, benefits for practitioner membership may be taken on an early retirement basis with an actuarial reduction or preserved for payment at age 60. ^{1,2} 		
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*Pay and Negotiations Team
NHS Employers
June 2024*

¹ 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.

² Practitioners are general medical and general dental practitioners.