

Guidance on annual review of competency progression (ARCP) outcome 10.2

‘Delays to training due
to COVID-19’ and
mitigation with the
consultant contract

About

This document sets out guidance by the British Medical Association (BMA) and NHS Employers for measures to address the career earnings impact for outcome 10.2 recipients when they commence in consultant posts.

Introduction

The impacts of the COVID-19 pandemic on staff have been wide ranging. There have been specific impacts for doctors and dentists in training, including academic trainees, in relation to, trainee recruitment, rotation, assessment and progression. The Department for Health and Social Care (DHSC) and Health Education England (HEE) have implemented a central programme to tackle these issues across the whole health system.

Impact on training progression

- HEE has introduced a number of measures to mitigate the impact of the pandemic on training progression, including refining ARCP panels, looking at minimum curriculum requirements, identifying where compensatory evidence can be used, defining critical progression points, and introducing new ARCP outcomes.
- ARCP outcomes 10.1 and 10.2 are no-fault outcomes which recognise that the progress of the trainee has been satisfactory but that the acquisition of competences / capabilities by the trainee has been delayed by COVID-19 disruption.

- Outcome 10.1 is used where trainees are not at a critical progression point, which means that they can be allowed to progress to the next stage of training where they can obtain the relevant competences / capabilities.
- Outcome 10.2 is used when a trainee is at a critical progression point in their programme and there has been no derogation to normal curriculum progression requirements given by the relevant Medical Royal College or Faculty. This means that additional training time is required before the trainee can progress to the next stage in their training, or CCT.

Impact on pay progression

The 2016 contract for doctors and dentists in training uses nodal pay points to recognise trainees for the level of training at which they are working. Therefore, where an Outcome 10.2 prevents a trainee from moving to the next stage of training, at some points of training this will impact progression to a higher nodal pay point.

Nodal point progression occurs at the following points:

- Foundation year 1 to foundation year 2
- Foundation year 2 to CT1 / ST1
- CT2 /ST2 to CT3 /ST3
- ST5 to ST6

Mitigation through the consultant contract

The option recommended by NHS Employers, the BMA and DHSC for mitigating the pay impact of delays in training arising from the effect of the COVID-19 pandemic is to use the flexibilities within the Terms and Conditions - Consultants (England) 2003 regarding starting salary.

The intention is to ensure that, due to the unique circumstances presented by the pandemic, where additional training time is required due to COVID-19 disruption, this is recognised in the same manner that additional time spent in training is recognised for less than full time trainees by amending the starting pay point, in accordance with schedule 14, paragraph 6 of the consultant 2003 terms and conditions.

Example

A doctor working full time received an outcome 10.2, which resulted in their CCT date being delayed by a year. They then receive satisfactory ARCP outcomes for all other ARCPs following their 10.2 outcome. The doctor commences their consultant post a year later than had been initially expected. To compensate the doctor for the full additional year in training, they will commence employment on pay point YC72 Point 01, rather than YC72 Point 00 as would have occurred in the absence of this guidance.

NHS Employers and the BMA have, however, recommended that, in recognition of these exceptional circumstances and impact that COVID-19 has had on training and education activities, Employers should also recognise part years. Employers will need to consider the implications of doing so. Recognising part years would require employers to move the progression date to something other than the anniversary of appointment, which is in breach of schedule 14 paragraphs 2 and 8. Any agreed breach of contractual terms and associated risks would need to be considered and managed locally. It would also require moving the date of the annual job plan review, as this is where the pay progression decision is made.

NHS Employers and the BMA are supportive of this approach and will be able to offer support to employers and doctors in understanding and managing the unusual scenario or agreeing to a limited breach of contract.

Example

A doctor working full time received an outcome 10.2 which resulted in their CCT date being delayed by six months. They receive satisfactory ARCP outcomes for all other ARCPs following their 10.2. The doctor commences in their consultant post on 7 February 2022 meaning that normally the doctor's anniversary of appointment would be 7 February. If the doctor had not received the outcome 10.2, they would have likely been able to take up a consultant post on 9 August 2021. Therefore, the doctor's progression date for their consultant post should be 9 August to compensate them for the delay in training.

Example

A doctor working full time received an outcome 10.2 which resulted in their CCT date being delayed by a year and three months. They received satisfactory ARCP outcomes for all other ARCPs following their 10.2.

The doctor commenced in their consultant post on 7 November 2023.

If the doctor had not received the outcome 10.2, they would have likely been able to take up a consultant post on 8 August 2022. To compensate the doctor for full additional year in training, they should commence employment on pay point YC72 Point 01, rather than

YC72 Point 00 as would have occurred in the absence of this guidance.

To compensate the doctor for the further additional three months spent in training the doctor's incremental date should be amended to 7 August 2023, rather than 7th November 2023, as it would have been in the absence of this guidance.

Verification from HEE

- It will be the responsibility of the doctor to provide their employer with verification of the outcome 10.2 delay to training and pay progression.
- Doctors who believe they are affected will need to contact their local HEE office to receive confirmation in writing.

Other staff groups

Employers may wish to consider how this could be applied to other staff groups in instances where they have been similarly affected by delayed training due to COVID-19.

Academic trainees who have received an outcome 10.2 and on completion of their training, apply for substantive NHS posts, are eligible under this guidance. The application of this agreement to trainees applying for posts in the academic sector would be subject to separate discussions between the BMA and the university employers (UCEA).

Salaried primary care dentists

As per the current terms and conditions, employers may set a basic salary at a higher pay point to recognise relevant NHS and non-NHS experience at an equivalent level.

Specialty doctor and specialist grade

As per the current terms and conditions employers may set basic salary at a higher pay point to recognise non-NHS experience in the specialty at an equivalent level. Doctors will only be able to claim this once, that is, if a doctor's training has been delayed due to receiving an ARCP outcome 10.2 and they move to a SAS grade or a specialist grade and are put on a higher pay point to recognise this delay, they would not be able to request that their training delay is recognised again if they commence in a consultant post at a later date.

Annex

Here is a list of where you can find the various contracts included in this guidance and the appropriate schedule and paragraph.

[Consultant 2003 terms and conditions](#) - Schedule 14, paragraph 6.

[Salaried primary care services terms and conditions of service](#) - Schedule 8, paragraph 12.

[Specialty doctor terms and conditions of service](#) - Schedule 12, paragraph 6.

[Specialist grade terms and conditions of service](#) - Schedule 12, paragraph 6.