model contract for doctors and denTists in training (LEAD EMPLOYERS)

**Information for employers**

**(this page does not form part of the contract of employment and should be omitted when the contract is issued).**

This contract is for use **only** for doctors and dentists in training where the post is accredited for training by the General Medical Council (GMC) / NHS England (NHSE) **and** the post holder is registered as having been accepted as a trainee under the auspices of the Postgraduate Dean.

The contract may be adapted as indicated below for full-time appointments, less than full time appointments and locum appointments for training (LAT). Employers may need to add additional clauses to reflect local agreements and policies; any such insertion should be placed before the current paragraph 23.

Employers may also need to add additional clauses relating to GP indemnity cover.

**This contract should not be used for service posts (trust doctor / clinical fellow), either temporary or permanent; nor should it be used for locum posts, other than for appointment as a locum for training (LAT).**

**This template is ONLY for use by lead employers; a separate template has been prepared for organisations directly employing doctors in training.**

This template has been designed to support mail-merge functionality; mail-merge fields are indicated with footnotes. Employers should use these fields to create mail merges as required.

The obligations of the employer under this contract should be read in conjunction with the agreement between the employer and NHS England (NHSE) for the employer to provide training to a standard acceptable to the GMC/GDC.

Additionally, employers should refer to any service level agreements in place between NHS England (NHSE) and the lead employer, and between the lead employer and host organisations.  
  
The doctor also has obligations under a separate training agreement with NHS England (local office).

Doctor or Dentist in an Approved Training Post

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

**THIS CONTRACT IS BETWEEN:**

[I*nsert name of employing organisation*][[1]](#endnote-1) and

[I*nsert name and address of employee*][[2]](#endnote-2)

**THE POST**

1. **Doctor in Approved Training** 
   1. Your job title is [ [[3]](#endnote-3)] in [ ][[4]](#endnote-4).
   2. You are employed under a “lead employer” arrangement. During your employment under this Contract, you may be placed as part of your training with different “host” organisations, who will each have responsibility for various provisions as indicated and set out below.
   3. The appointment is subject to the national Terms and Conditions of Service for doctors and dentists in training (“the TCS”), 2016, which may be amended from time to time. A copy of the TCS is available on the NHS Employers website.
   4. Your employment is conditional upon you continuing to hold a place in an approved postgraduate training programme.
   5. It is a condition of your employment that you sit and pass such examinations as are required for the completion of your training. These must be completed in accordance with the curriculum and within the timescale approved by the General Medical Council (GMC) and/or for dentistry the General Dental Council (GDC) or other relevant body. Your mandatory training requirements and training opportunities are set out in the work schedule appended to this document at Appendix 1.
   6. It is a condition of your employment that you have, and retain throughout your employment, the correct level of professional registration commensurate with your grade, and that during this period, you additionally continue to hold a licence to practise.
   7. This Contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996.
   8. The parties agree that the employer will be entitled to make changes to this Contract unilaterally to the strictly limited extent that such changes are necessary to enable the employer to comply with its statutory obligation under section 1 of the Employment Rights Act 1996 which stipulates the particulars which must be provided by employers to employees regarding their employment. The employer shall provide you with notice of any changes which are required to be made including the new wording proposed, an explanation of why the employer considers the change necessary to comply with section 1 Employment Rights Act 1996, and the date on which the changes automatically take effect at each rotation.
2. **Commencement of Employment and Pay Point**
   1. Employment under this Contract commences on [ [[5]](#endnote-5) ] and terminates on [ [[6]](#endnote-6)].
   2. Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, begins/began on [ [[7]](#endnote-7)]. Pursuant to section 218 of the Employment Rights Act 1996, employment which involves being employed successively by a number of different health service employers whilst undergoing professional training shall not be taken to involve breaks in continuity of employment.
   3. For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this employer or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996, will count as reckonable. For some purposes, dates prior to the dates in paragraphs 2.1 and 2.2 above may, therefore, be taken into account.
   4. The standard full-time working week under this Contract is 40 hours per week. Your actual hours of work under this Contract will be no more than 48 hours per week on average and will be as set out in your work schedule which is appended to this Contract at Appendix 1. Should the hours in your work schedule be varied following a change of post or placement or following a work schedule review (as detailed in Schedule 5 of the 2016 TCS), you shall be issued with a new work schedule which shall form part of your section 1 statement of employment and your salary will be amended accordingly.
   5. Your salary will be assessed in accordance with the pay framework set out in Schedule 2 of the 2016 TCS. If you are working less than the standard full-time working week, your salary will be adjusted pro rata in accordance with your contracted hours of work. Further details relating to your pay are set out at section 11 of this Contract.
   6. The maximum number of hours that may be worked in any given week is set out in Schedule 3 of the 2016 TCS.
   7. Up to 40 hours of work per week are pensionable in the NHS Pension scheme.
3. **General Mutual Obligations**
   1. While it is necessary to set out formal employment arrangements in this Contract, we also recognise that you are a professional employee. It is essential that you and your employer work in a spirit of mutual trust and confidence. Your employment in a training post requires you to actively progress in your training, including the sitting and passing of such examinations as are set out in your training curriculum, and requires your employer to provide an appropriate training environment. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

3.1.1. to co-operate with each other and maintain goodwill.

3.1.2. to carry out our respective obligations in operating a work schedule.

3.1.3 to carry out respective obligations in accordance with educational and training requirements.

3.1.4 to carry out our respective obligations relating to the employer’s policies, objectives, rules, working practices and protocols; and

3.1.5 to carry out our respective obligations as defined in the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016.

# THE WORK

1. **Location**
   1. Under this Contract, you may be required to work at any site and for any host organisation which offers placements for your training programme, including new sites and / or new host organisations. Where necessary, you may need to relocate your residence to enable this to happen. Provisions for assistance with relocation and / or excess travel expenses are set out in Schedule 11 of the 2016 TCS.
   2. Your principal place of work as defined for the purposes of Schedule 11 of the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016 is [ [[8]](#endnote-8)].
2. **Duties**
   1. Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities set out in Schedule 1 of the 2016 TCS and undertaking the activities set out in the work schedule at Appendix 1, for your placement, as reviewed from time to time in line with the provisions in paragraph 7.2 below.
3. Emergency Responses
   1. In exceptional circumstances you may be asked to return to site or remain at work for emergencies outside of the expectations in your work schedule; however, you are not required to be available for such eventualities.
4. Work Scheduling
   1. In accordance with Schedule 4 of the 2016 TCS, the purpose of your work schedule at Appendix 1 is to set out in clear and transparent terms the service commitments expected of you while in each post or placement forming a part of your employment, and the parts of your training curriculum which can be achieved in those posts or placements. Additionally, you will be required to meet with your educational supervisor(s) or approved clinical supervisor to agree and to include in your personalised work schedule other objectives that should reasonably be covered during each placement forming part of your employment. The work schedule is not contractually binding in itself, but you have a duty to make all reasonable efforts to follow it.
   2. The process for discussion and review of work schedules is set out in Schedules 4 and 5 of the 2016 TCS.
   3. Scheduling of Activities
      1. The work schedule for each post/placement will set out the hours and range of activities that are necessary to fulfill your duties and responsibilities under this Contract, and include the duration and locations at which these activities are scheduled to take place.
      2. Additional hours (up to the maximum set out in Schedule 3 of the TCS) may be contracted for separately from time to time. The rates for basic pay are set out in the pay circular.
      3. Any variations in your scheduled weekly commitments should be averaged out over the length of the rota cycle, the length of your placement or 26 weeks, whichever is the shorter, so that your average commitment is consistent with the provisions of the Working Time Regulations 1998 as amended from time to time.
   4. Where emergency work takes place at regular and predictable times and / or in predictable amounts, it will be accounted for prospectively within the work schedule. You may be required to participate in an on-call rota to respond to unpredictable emergencies.
   5. Where you have approved external duties included in your work schedule, you will provide 6 weeks’ written notice to your host organisation of the dates upon which the external duties will be carried out. Shorter notice periods may be agreed by local arrangement or by agreement between you and your manager.
5. Spare Professional Capacity
   1. The 2016 TCS, Schedule 3, outlines contractual limits on working hours and rest periods. While in this employment, you should not ordinarily undertake work outside of this Contract. Where you do wish to undertake any such work as a locum, you must first offer your services to the NHS as set out in the paragraphs pertaining to locum work in Schedule 3 of the TCS.
6. Hours which attract a pay enhancement
   1. To recognise the unsocial nature of work undertaken at nights and on weekends, the provisions of Schedule 2 of the 2016 TCS will apply. The provisions of Schedule 2 are appended to this Contract at Appendix 2.
7. On-Call Rotas
   1. If you are required to be on an on-call rota in any of your placements, the provisions of Schedule 3 of the 2016 TCS will apply.
   2. Your on-call commitments will be set out in your work schedule for those placements where such commitments exist.

**PAYMENT**

# Pay

* 1. The full-time equivalent basic salary applicable on commencement in this employment is [£ [[9]](#endnote-9) ] per annum. Your actual salary will be assessed on the basis of your work schedule and may comprise one or more of the following:
     1. If your work schedule requires you to undertake additional hours of work over and above the standard week of 40 hours, you will be paid for each additional hour at the rate of 1/40th of the full time equivalent basic pay;
     2. If part of the work in your work schedule is undertaken at a time which attracts an enhanced hourly rate of pay, that part will be paid as set out in Schedule 2 of the TCS which is appended to this Contract at Appendix 2;
     3. If you are required to participate in work at the weekend, you will receive a weekend allowance calculated in accordance with Schedule 2 of the 2016 TCS; which is appended to this Contract at Appendix 2.
     4. If you are required to participate in an on-call rota, you will receive an on-call availability allowance calculated in accordance with Schedule 2 of the 2016 TCS. which is appended to this Contract at Appendix 2.
     5. Flexible pay premia are payable in certain circumstances as specified in Schedule 2 of the 2016 TCS which is appended to this Contract at Appendix 2;If you are eligible for one or more premia, payments will be made in accordance with Schedule 2;
     6. London Weighting (where applicable) is payable in accordance with Schedule 2 of the 2016 TCSwhich is appended to this Contract at Appendix 2.
  2. Your salary will be payable monthly in arrears on [ [[10]](#endnote-10) ].

1. Deductions from Pay
   1. We will not make deductions from, or variations to, your salary as set out at paragraph 11.1 other than those permitted by law without your express written consent.

# Pension

* 1. Unless you are deemed ineligible, you will automatically be enrolled as a member of the NHS Pension Scheme subject to its terms and rules, which may be amended from time to time.
  2. Pensionable pay will include basic salary and any other pay expressly agreed to be pensionable in Schedule 2 and Schedule 15 of the 2016 TCS.

1. Expenses
   1. You may be entitled to reimbursement for travel, subsistence, and other expenses, as set out in Schedule 12 of the 2016 TCS. Claims for expenses must be submitted in a timely manner (normally within one month of the time that the expenses were incurred).

# Benefits

# [It is a requirement for section 1 statements to include details of any additional benefits and so NHS employers should insert further information here where necessary]

# OTHER CONDITIONS OF EMPLOYMENT

# Leave and holidays

* 1. The annual leave year runs from the start date of your appointment.
  2. The annual leave entitlement for a full-time doctor is as follows, based on a standard working week of five days:

a. On first appointment to the NHS: 27 days

b. After five years’ completed NHS service: 32 days.

* 1. Where your contract or placement is for less than 12 months, the leave entitlement is pro rata to the length of the contract or placement.
  2. A doctor working less than full time will be allocated leave and be entitled to public holidays on a pro rata basis.
  3. You shall normally provide a minimum six weeks’ notice of annual leave to be approved in accordance with local policies and procedures.
  4. In cases where exceptional circumstances or service demands have prevented you from taking the full leave allowance, up to five days of leave per annum (pro rata for contracts or placements of less than 12 months’ duration or for doctors who work less than full time), may be carried forward to the next post or placement with the same employer. This is not an entitlement and must be with the agreement of the relevant department, in line with the employer’s local policy. With the agreement of the employer and in line with local policy, payment in lieu can be made for up to five days’ annual leave (pro rata as appropriate) which could not be taken before a move to a new employer.
  5. Pay is calculated on the basis of what you would have received had you been at work, based on your work schedule and on a 52-week reference period. Payment of annual salaries is referred to in Schedule 2 of these 2016 TCS which is appended to this Contract at Appendix 2.
  6. Public holiday entitlement is limited to New Year’s Day, Easter Friday, Easter Monday, two May bank holidays, the August bank holiday, Christmas Day, and Boxing Day. These days are additional to annual leave entitlement.
  7. On termination of your employment, you will be entitled to pay in lieu of any outstanding entitlement accrued in the leave year in which your employment terminates or be required to repay to the Trust salary received in respect of annual leave taken in excess of entitlement. The amount of the payment or repayment shall be based on accrued salary for the leave year paid at [EMPLOYING ORGANISATIONS TO INSERT THE METHOD OF CALCULATION]
  8. Full details of annual leave, public holidays. professional and study leave, and sick leave are set out in Schedule 10 of the 2016 TCS.
  9. Schedules 10 and 14 of the 2016 TCS set out where arrangements for special leave, maternity, paternity, parental, carer’s, and adoption leave can be found.

1. **Transfer of information**
   1. Where you are required to rotate between employing organisations, you acknowledge that we may receive and transfer personal and confidential information regarding your employment and training, as necessary for the continuation of your training. Such personal and confidential information may include personal and special category data for the purposes of the General Data Protection Regulation and the Data Protection Act 2018.
   2. On commencement of employment with the Trust, your personal data will be uploaded to the Electronic Staff Record (ESR). ESR is a workforce solution for the NHS which is used by the Trust to effectively manage the workforce leading to improved efficiency and improved patient safety.

[In accepting employment with the Trust, you accept that the following personal data will/may be transferred if your employment transfers to another NHS organisation].

[List data which is transferred]

* 1. Certain personal data is transferred from one NHS organisation to another when your employment transfers. NHS organisations have a legitimate interest in processing your data in this way to enable them to establish the employment of a suitable workforce and improve efficiencies within the NHS by making costs savings for Trusts and to save you time if your employment transfers.

1. **Policies and Procedures**

18.1 You are required to familiarise yourself and comply with your employer’s/host organisations’ (***employers: delete as required***) policies and procedures and those of any other sites, identified in your work schedule, where your host organisation offers services.

**19.** **Disciplinary Procedure**

19.1 The procedure for dealing with matters of alleged misconduct is detailed in your employer’s policy and procedure which can be found *[Note: employing organisation to add reference to local procedures]*.

**20. Grievance Procedure**

19.1 The procedure for dealing with grievances is detailed in your employer’s policy and procedure which can be found *[Note: employing organisation to add reference to local procedures]*. This procedure does not have contractual effect.

*[Note: employing organisation to add reference to local procedures]*.

**20. Intellectual Property**

20.1 You will comply with our procedures for intellectual property which reflect ‘The NHS as an Innovative Organisation, Framework and Guidance on the Management of Intellectual Property in the NHS’.

**21. Termination of employment**

21.1You are employed on a fixed-term basis and the Contract will terminate automatically at the end of the fixed term which is [**insert date**] without the need for further notice from either party.

* 1. This Contract can be brought to an end prior to the expiry of the fixed- term arrangements. In such circumstances, either you or the employer must give notice in writing, except where the provisions of paragraph 21.7 apply.
  2. The employer shall provide the following minimum periods of notice:

a. one week's notice if the period of continuous employment is less than two years; or

b. one week's notice for each year of continuous employment if the period of continuous employment is at least two but less than 12 years; or

c. 12 weeks’ notice if the period of continuous employment is 12 years or more.

* 1. The minimum period of notice to be given by you where you have been continuously employed for at least four weeks, shall be one week (unless the period specified in paragraph 22.5 below is longer). The period of continuous employment shall be computed in accordance with the Employment Rights Act 1996, as amended from time to time.
  2. The agreed minimum period of notice by both sides for doctors, unless the statutory minimum periods of notice as set out above are longer, shall be as follows:

|  |  |
| --- | --- |
| F1 F2  StR (Core Training) (CT)  StR (Fixed Term Specialty Training Appointment) Dental Foundation Trainee (LDFT or DFT) Dental Core Trainee (DCT) | One month |
| StR (Run-through)  StR (Higher Specialty Training) GP Specialty Trainee  SpR | Three months |

* 1. Employment can be terminated without notice in cases of gross misconduct, gross negligence, where your professional registration and/or licence to practise has been removed or has lapsed (without good reason) or your removal from a GMC approved training programme as informed by the postgraduate dean. In this circumstance you will be entitled to invoke the locally recognised appeals process, as set out in the relevant policies of the employing organisation. This process must be in line with ACAS guidance.
  2. Further terms of termination of employment are set out in Schedule 11of the 2016 TCS.

**23. Governing Law**

23.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with English law and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract.

**24. Collective agreement and entire terms**

* 1. Your employment is governed by this Contract and the 2016 TCS which is incorporated into your Contract and may be amended from time to time. A copy is available at [insert link]
  2. This Contract, together with the 2016 TCS and any local agreements, contain the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference, such incorporation is only to the extent so stated and not further or otherwise.

**AGREEMENT**

I [*insert name or employee*[[11]](#endnote-11)]

and

[*insert employer*[[12]](#endnote-12)]\*

have understood and agree to honour the terms and conditions set out in this Contract.

[ ] *Doctor’s signature*

Date:……………………………….

[ ] *Representative of employing organisation’s signature*

Date:……………………………….

## **Notes**

You are normally covered by the NHS indemnity scheme against claims of medical negligence. However, in certain circumstances you may not be covered by the indemnity. We therefore advise you to maintain membership of a medical defence organisation. Details of the NHS indemnity scheme may be obtained from the Human Resources department upon request.

If you are on a training programme which includes placements in a general practice setting, you may be required to effect and maintain membership of a recognised medical defence organisation, commensurate with your professional duties, throughout the period of your employment. This may initially be at your own expense. You are advised to check with your employer what arrangements apply locally in relation to GP indemnity.

Updates on salary values are published in the NHS Employers website [www.nhsemployers.org](http://www.nhsemployers.org)

**Data required for mail merge**

1. Name of employing organisation [↑](#endnote-ref-1)
2. Name and address of employee [↑](#endnote-ref-2)
3. Job title [↑](#endnote-ref-3)
4. Specialty or department [↑](#endnote-ref-4)
5. Insert date (actual start date under this contract) [↑](#endnote-ref-5)
6. Insert end date [↑](#endnote-ref-6)
7. Insert date [ERA date] [↑](#endnote-ref-7)
8. Insert location [base or main location for this contract] [↑](#endnote-ref-8)
9. Insert value of pay point [↑](#endnote-ref-9)
10. Insert date/ day in month of payday [↑](#endnote-ref-10)
11. Name of employee [↑](#endnote-ref-11)
12. Name of employing organisation

    **Appendix 1**

    **INSERT WORK SCHEDULE HERE**

    **Appendix 2**

    **Schedule 2 of the Terms and Conditions of Service for NHS Doctors and Dentists in Training (England) 2016**

    ## **Pay and other allowances**

    1. Doctors shall be paid a basic salary at a nodal pay point linked to the grade and the level of responsibility required in the post to which they have been appointed, at the rates set out in Annex A, as reviewed from time to time.
    2. The basic salary for a doctor employed full-time is calculated on an average of 40 hours’ work per week.
    3. The value of basic salary for doctors training less than full-time shall be pro rata to the levels in Annex A, based on the proportion of full-time work that has been agreed.

    ## **Additional hours**

    1. Additional hours of work set out in a doctor’s work schedule shall be remunerated at the basic pay rate, 1/40th of weekly whole-time equivalent for each additional hour worked, subject to the provisions of paragraph 20 below.

    # Weekend allowance

    1. A doctor rostered to work at the weekend (defined as one or more shifts/duty periods beginning on a Saturday or a Sunday) at a minimum frequency of 1 in 8 across the length of the rota cycle will be paid an allowance. These will be set as a percentage of full-time basic salary in accordance with the rates set out in the table below:

    |  |  |
    | --- | --- |
    | **Frequency** | **Percentage** |
    | 1 weekend in 2 | 15% |
    | Less frequently than 1 weekend in 2 and greater than or equal to 1 weekend in 3 | 10% |
    | Less frequently than 1 weekend in 3 and greater than or equal to 1 weekend in 4 | 7.5% |
    | Less frequently than 1 weekend in 4 and greater than or equal to 1 weekend in 5 | 6% |
    | Less frequently than 1 weekend in 5 and greater than or equal to 1 weekend in 6 | 5% |
    | Less frequently than 1 weekend in 6 and greater than or equal to 1 weekend in 7 | 4% |
    | Less frequently than 1 weekend in 7 and  greater than or equal to 1 weekend in 8 | 3% |
    | Less frequently than 1 weekend in 8 | No allowance |

    1. A doctor working less than full-time will also be entitled to be paid this allowance when working on a rota where the doctors working full-time on that same rota are in receipt of such an allowance. The allowance paid to the doctor working less than full-time will be paid pro rata, based on the proportion of the full-time commitment to the weekend rota that has been agreed in the doctor’s work schedule. For example, a doctor making a 50 per cent contribution to the rota would be paid 50 per cent of the value of the availability allowance paid to a doctor making a full contribution to the rota.

    # LTFT allowance

    1. A doctor who is training less than full-time and is in receipt of the 2016 pay provisions, will be paid an annual allowance of £1,000 for as long as they continue to train less than full-time basis This is a fixed amount which will apply to all LTFT doctor and will be paid in addition to any other sums, as set out in this schedule. The allowance will be spread out over the year and paid in monthly instalments.
    2. Doctors who are already in receipt of the £1,500 transitional LTFT allowance will continue to receive this as per schedule 15 paragraph 18 but will not be entitled to the £1,000 permanent allowance on top of this. When a doctor’s entitlement to the transitional LTFT allowance ends, they will then be entitled to receive the £1,000 permanent allowance.

    # On-call availability allowance

    1. A doctor on an on-call rota who is required by the employer to be available to return to work or to give advice by telephone, but who is not normally expected to be working on site for the whole period, shall be paid an on-call availability allowance.
    2. The value of the allowance described in paragraph 9 is set out in Annex A and is based on 8% of a full-time basic salary for the relevant grade.
    3. This allowance will take the form of a cash sum set out in Annex A, as amended from time to time.
    4. For doctors employed on a less-than-full-time basis, in any grade, the value of the on- call availability allowance shall be paid pro rata, based on the proportion of full-time commitment to the rota that has been agreed in the doctor’s work Schedule. For example, a doctor making a 50 per cent contribution to the rota would be paid 50 per cent of the value of the availability allowance paid to a doctor making a full contribution to the rota.
    5. This allowance will not be payable where a doctor’s working pattern does not include any periods of work that meet the description in paragraph 9 above.

    # Payment for work undertaken whilst on-call

    1. Doctors shall be paid for their average hours of work (as defined in Schedule 3 paragraph 35) undertaken while on-call, either in the workplace or remotely, at the rates of pay described in this Schedule. The hours paid will be calculated prospectively across the rota cycle and the estimated average hours at each rate of pay will be set out in the work schedule. For the purposes of pay, these total estimates shall be converted into equal weekly amounts by dividing the total number of prospective hours at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure and the doctor shall be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked (as per paragraphs 82-84 on annual salaries).
    2. If, across the rota cycle, the doctor works a greater number of hours than the prospective average estimate, the individual doctor will be appropriately compensated for these hours using the process set out in paragraphs 73-81 below.

    # Hours that attract a pay enhancement

    1. An enhancement of 37 per cent of the hourly basic pay rate shall be paid on any hours worked between 21.00 and 07.00, on any day of the week.
    2. Where a shift is worked which begins no earlier than 20.00 and no later than 23.59, and is at least 8 hours in duration, an enhancement of 37 per cent of the hourly basic rate shall also be payable on all hours worked up to 10:00 on any day of the week. Where such a shift begins before 20:00, rostering guidance must be adhered to as defined in Schedule 3 paragraph 6.
    3. Where a shift ends after 00:00 and before 04:01, the entirety of the shift will attract an enhancement of 37 per cent of the hourly basic rate.
    4. The number of hours in the rota for which an enhancement is paid will be assessed across the length of the rota cycle (as set out in the work schedule), as described in paragraph 14 of Schedule 4 of these TCS and converted into equal weekly amounts by dividing the total number of hours to be paid at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure and the doctor will be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked, as per paragraphs 82-84 on annual salaries.

    # Counting of hours

    1. Average total hours, and average hours that attract an enhancement, will be assessed in quarter hours, rounded up to the nearest quarter hour.

    # Flexible pay premia

    1. Flexible pay premia, as set out in Annex A, may be payable under the circumstances described in paragraphs 22-48.
    2. A doctor must have a national training number to be eligible for flexible pay premia.
    3. A doctor can receive more than one flexible pay premium where the eligibility criteria for more than one premium has been met. A doctor cannot be eligible for the same flexible pay premium twice.
    4. Flexible pay premia will be fixed at the rate applicable at the point in time at which the doctor becomes eligible, as described in paragraphs 28 to 47 below, and shall continue to be paid at that same rate for the remaining period in which the doctor is working in a post as part of the training programme that attracts the premium, subject to any annual pay awards as per paragraph 48.
    5. Flexible pay premia are additional to basic pay, and are not included for the purpose of calculating any other allowances or enhancements.
    6. Where flexible pay premia are payable, these will be paid to less-than-full-time trainees pro rata to their agreed proportion of full-time work.
    7. The values and application of flexible pay premia will be reviewed from time to time and details will be updated in Annex A.

    ## General practice

    1. A flexible pay premium shall be paid to doctors employed on general practice training programmes.
    2. The value of such a premium for each doctor shall be fixed at the rate applicable to the general practice training programme at the point in time when that doctor first entered that programme, subject to any annual pay awards as per paragraph 48.
    3. Such a premium is only payable to a doctor on such a programme whilst the doctor is working in a general practice placement. It is not payable when the doctor is working in a hospital or any other setting.
    4. Such a premium will not be payable to doctors on a different training programme (for example, on a Foundation training programme) when they are working in a general practice placement.

    ## Hard-to-fill training programmes

    1. Flexible pay premia may be payable for doctors working and training on defined hard- to-fill training programmes. Where this is the case, the identity of the defined programmes, the grades on those programmes for which the premium is payable and the value of the premia applying each programme will be set out in Annex A.
    2. Where a trainee on a defined hard-to-fill training programme is working towards dual accreditation with another programme, the value of the premium payable each year shall be pro rata to the progress the trainee is making towards CCT.
    3. The value of each such premium shall be fixed for each doctor at the amount set out in Annex A as applying to that programme at the point in time when that doctor first entered that programme, subject to any annual pay awards as per paragraph 48.
    4. Payment of such a premium to that doctor shall continue while the doctor remains employed under these TCS, until such time as the doctor exits the particular training programme to which that premium applies.

    ## Clinical academics

    ### Integrated clinical academic pathway

    1. A flexible pay premium shall be payable to a doctor on an integrated clinical academic pathway (e.g.an NIHR pathway), at the point at which the doctor has both successfully completed the higher degree specified by the academic pathway and returned to the same training programme.
    2. The value of each such premium shall be fixed for each doctor at the amount set out in Annex A as applying to that programme at the point in time when that doctor first entered that programme, subject to any annual pay awards as per paragraph 48.
    3. Payment of such a premium to that doctor shall continue while the doctor remains employed under these TCS, until such time as the doctor exits that training programme.

    ### Other academic career pathways

    1. A flexible pay premium shall be payable to a doctor who:
    2. has been appointed to and has taken up employment on a core, higher or run through training programme; and
    3. has subsequently undertaken research as part of an out of programme research experience (OOPR) approved by the post graduate dean or has undertaken research on a less than full-time basis whilst continuing to undertake training also on a less than full-time basis and
    4. has returned to, or continued as a less than full-time doctor in, employment on a training programme under these terms and conditions, unless the research qualification is deemed not of relevance to that programme by the post graduate dean
    5. The value of each such premium shall be fixed for each doctor at the amount set out in Annex A as applying to that programme at the point in time when that doctor first entered that programme, subject to any annual pay awards as per paragraph 48.
    6. Payment of such a premium to that doctor will continue while the doctor remains employed under these TCS, until such time as the doctor exits the particular training programme to which that premium applies.

    ## Oral and maxillo-facial surgery (OMFS)

    1. A flexible pay premium will be payable to doctors undertaking higher training in OMFS to recognise the requirement for such doctors to complete undergraduate degrees in both medicine and dentistry. The premium will be payable at the point in time when the doctor commences employment in a post on a higher training programme in OMFS.
    2. The value of such a premium shall be fixed for each doctor at the amount applicable to the OMFS higher training programme, as set out in Annex A, at the point in time when that doctor first entered that programme, subject to any annual pay awards as per paragraph 48.
    3. Payment of such a premium to that doctor shall continue while the doctor remains employed under these TCS, until such time as the doctor exits the particular training programme to which that premium applies.

    ## Exceptional flexible pay premia

    1. There will be occasions when doctors take time out of training to undertake recognised activities that are deemed to be of benefit to the wider NHS. These include but are not limited to public health emergencies. Where such occasions occur, these are set out in Annex A. A doctor who has undertaken such an activity may be eligible to receive a flexible pay premium upon return to training. Eligibility criteria for such a premium is set out in Annex A.
    2. The value of any such premium will be fixed for each doctor at the time that the recognised activity takes place, as set out in Annex A, at the point in time when the doctor first undertook the activity.
    3. Payment of such a premium to that doctor will begin at the point where the doctor returns to training in the same training programme on which the doctor was training prior to undertaking the recognised activity and will continue while the doctor remains employed under these TCS, until such time as the doctor exits that training programme.
    4. The percentage uplifts applied to basic pay as part of any annual pay award will be applied to the values of the Flexible Pay Premia and updated in Annex A. The updated annual value will be applicable to any doctor in receipt of the FPP.

    # Pay protection on changing training path

    1. Where a doctor chooses to switch directly from one training programme (other than a Foundation programme) into an agreed hard-to-fill training programme (identified in Annex A as being one where a flexible pay premium applies for this purpose) and the doctor’s basic pay (as defined in paragraphs 1 to 3 above) in the new appointment is lower than that paid in the immediately previous appointment on the previous training programme, the doctor may be eligible for pay protection. To be eligible for protection, the doctor must take up the first appointment on the new training programme no later than 12 months after leaving the original training programme, and such period of time could as a reasonable adjustment be extended in the event that a doctor is disabled (for the purposes of the Equality Act 2010), and/or could be extended to account for sickness absence or parental leave.
    2. Where a doctor opts to switch into a hard-to-fill specialty having achieved an Outcome 1, Outcome 2, Outcome 6, or Outcome 7, in their most recent ARCP, and would have otherwise progressed to the next grade had they not switched specialty, their pay protected amount will be based on the basic salary for the grade they would otherwise be at had they not switched.
    3. Where a doctor opts to switch into a hard-to-fill speciality part-way into a training year without having achieved an Outcome 1, Outcome 2, Outcome 6, or Outcome 7 in their most recent ARCP, or where a doctor opts to switch into a hard-to-fill speciality before their ARCP, their pay protected amount will be based on the basic salary for the grade they were at prior to switching speciality.
    4. The amount of pay protection due to a doctor described in paragraph 49 above will depend on their ARCP outcome as set out in paragraphs 50-51 and the doctor will continue to progress up the pay scale whenever they successfully progress onto the next grade as if they had not switched specialties. For example, if a doctor switches into GPST1 and is pay protected at the ST2 pay point, and successfully progresses to GPST2, their pay protected amount will increase accordingly and be based on the ST3 nodal point. Pay for additional hours, hours at enhanced rates, or any other amounts will be based on this higher salary amount. The doctor will receive the relevant flexible pay premium in addition to this.
    5. Where a doctor is pay protected and does not subsequently progress onto the next grade, their salary will not automatically increase to the value of the next grade’s pay point. For example, where a doctor switches into GPST1 and is pay protected at the ST2 pay point and remains at GPST1 the following year, their pay protection will continue to be based on the ST2 pay point for as long as they remain at GPST1. The doctor will need to progress to GPST2 in order for their pay protection to increase to the ST3 salary. Pay for additional hours, hours at enhanced rates, or any other amounts will be based on this basic salary amount. The doctor will receive any relevant flexible pay premium on top of this.
    6. Where a doctor, for reasons directly or indirectly linked to a disability (for the purposes of the Equality Act 2010), or to caring responsibilities, switches directly from one training programme (other than a Foundation programme) into another training programme, whether or not that programme is an agreed hard-to-fill training programme (identified in Annex A as being one where a flexible pay premium applies for this purpose), and the doctor’s basic pay is reduced as a result of the switch, then the provisions of paragraphs 50 and 51 will also apply to that doctor.
    7. In addition to the hard-to-fill training programmes identified in Annex A, for doctors changing specialties only, the JNC(J) will determine and maintain a list of additional specialities to which pay protections applies (“Difficult to Recruit Specialities”)**.** A list of these difficult to recruit specialities appears at [www.nhsemployers.org](http://www.nhsemployers.org). Those choosing to switch directly from one training programme (other than a Foundation Programme) to a difficult to recruit speciality shall have their pay protection assessed and calculated in accordance with paragraphs 50 to 53.
    8. Where a specialty has been defined as difficult to recruit, the JNC(J) will review this classification every three years in order to determine whether or not the specialty should continue to be defined as a difficult to recruit specialty.
    9. Pay protection for agreed difficult to recruit specialties shall continue while the doctor remains employed under these TCS, or until the doctor exits the particular training programme.
    10. Where a specialty is no longer defined as difficult to recruit, a doctor already receiving pay protection according to paragraph 55 will continue to do so until they exit the particular training programme.

    # Pay protection on re-entering training from a career grade

    1. Where a doctor already employed in the NHS in a nationally recognised career grade (defined for the purposes of this Schedule as being an NHS medical practitioner appointed on national terms and conditions of service other than those for doctors and dentists in training), chooses to return to training in an agreed hard-to-fill training programme and as a result of the decision to return to training, the doctor’s basic pay (as defined in paragraphs 1-3 above) would be lower than that received in the previous career-grade job (exclusive of any pay for additional hours / sessions, excellence awards or similar payments, on-call or other allowances, pay premia or any other supplementary payments paid or received) the doctor will be eligible for pay protection.
    2. To be eligible for this pay protection the doctor must:
    3. have at least 13 months’ continuous service in the same nationally recognised career grade at the point immediately prior to re-entering training, and
    4. move immediately from their nationally recognised career grade to the hard to fill training programme.
    5. The amount of any pay protection due to a doctor described in paragraphs 59 and 60 above will be calculated by comparing the basic salary paid to the doctor whilst employed in the previous career grade (as described in paragraph 59 above), with the sum total of the following:
    6. the nodal point applicable to the doctor’s entry level into the hard-to-fill training programme, plus
    7. any additional payments due in that post, including;
       1. pay for additional rostered hours
       2. any enhanced rates paid for hours worked that attract such enhancements
       3. any on-call availability allowance
       4. any weekend allowance
       5. any appropriate flexible pay premium.

    Where the basic salary paid to the doctor whilst employed in the previous career grade exceeds the sum total described above, the doctor will be eligible to have his / her basic salary protected on a mark-time basis and so will receive an additional amount sufficient to increase the total salary so that it equals the higher level of basic salary previously paid. This sum will not be taken into consideration when calculating pay for additional hours, hours at enhanced rates or any other amounts, which will be based on the actual basic salary for the post in which the doctor is employed.

    1. Where a doctor already employed in the NHS in a nationally recognised career grade (as defined in paragraph 59 above) re-enters training for reasons directly or indirectly linked to a disability (for the purposes of the Equality Act 2010), in any training programme, whether or not that programme is an agreed hard-to-fill training programme (identified in Annex A as being one where a flexible pay premium applies for this purpose), and the doctor’s basic pay is reduced as a result of the switch, then the provisions of paragraphs 59-61 will also apply to that doctor.

    # Leave and pay for new parents

    1. The provisions governing paid occupational maternity, adoption, and shared parental leave are set out in Schedule 14.
    2. Additionally, to the above provisions, if a doctor returns from an approved period of time out of programme and:
    3. the continuity of service provisions mean the doctor is eligible for paid occupational maternity, adoption, and shared parental leave, but
    4. the reference period for calculating paid occupational maternity, adoption, and shared parental leave means that the value of the occupational parental pay would otherwise be nil,

    Then the pay reference period is defined as being the doctor’s last period of paid employment in the previous training placement immediately prior to commencing the period of time spent out of programme.

    # London weighting

    1. London weighting for doctors will be paid as set out in Annex A.
    2. London weighting is a fixed sum, paid pro rata to doctors working less than full-time, and is not taken into account in the calculation of any other allowances or enhancements.

    ## **Pension arrangements**

    1. Doctors will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 2015 (as amended).
    2. The following will be pensionable in the NHS Pension Scheme:
    3. All hours worked up to 40 hours per week on average and paid at the basic pay rate.
    4. London weighting.
    5. Pay protection amounts as described in paragraphs 49-62.
    6. The following will not be pensionable in the NHS Pension Scheme:
    7. Payments for additional rostered hours above 40 per week.
    8. Enhancements paid under the provisions of paragraph 16-17.
    9. Weekend, on-call availability and Less Than Full Time allowances.
    10. Flexible pay premia
    11. Travelling, subsistence and other expenses paid as a consequence of the doctor’s work for the employing organisation or the wider NHS.

    # Changes to the work schedule affecting pay

    1. Where pay is increased as a result of changes to the work schedule, pay will be altered from the date that the change is implemented. Other than in exceptional circumstances, such changes to pay will usually be prospective.
    2. Where changes to the work schedule are required by the employer and total pay would be decreased as a result, the doctor’s total pay will be protected and so remain unchanged until the end of the particular placement covered by that work schedule. This protection will not extend to any subsequent placement, including a placement where the doctor returns at a later date to the same post.
    3. Where changes to the work schedule are requested by the doctor and agreed by the employer, and total pay would be decreased as a result, the doctor’s total pay will be reduced in line with the change in the work schedule, from the date that the change is implemented.

    # Pay in exceptional circumstances to secure patient safety

    1. Because of unplanned circumstances, a doctor, in their professional judgement, may consider that there is a duty to work beyond the hours described in the work schedule, in order to secure patient safety. In such circumstances, employers will appropriately compensate the individual doctor for such hours, if the work is authorised by their clinical manager. This authorisation would be given before or during the period of extended working, or afterwards if this is not possible. When possible and practicable, doctors will use reasonable endeavours to seek approval from their clinical manager before or during the event. However, it is recognised that a doctor may not be able to gain prior authorisation due to circumstances at the time and this should not prevent the doctor from submitting an exception report as per Schedule 5. Once an exception report has been submitted by the doctor, it must be validated and an outcome agreed within 7 days to allow for payment for the additional hours worked.
    2. Such compensation should be by additional payment (at the basic pay rate as described in paragraph 4 above, uplifted by any enhancement that may apply at the time that the unscheduled work takes place, as described in paragraphs 16-17 above), or by time off in lieu, or by a combination of the two. Where safe working hours are threatened by such an extension of working hours, time off in lieu will be the preferred option. If the additional hours of work have caused a breach of rest requirements, the time off in lieu must be taken within 24 hours unless the doctor self declares as fit for work and the manager agrees, in which case it can be accrued. Time off in lieu arising from breaches of hours but not rest can be accrued.
    3. Where time off in lieu is agreed by the doctor and the report’s actioner as the outcome of an exception report, there will be a four week window from the outcome being agreed for the doctor and rota manager to discuss and allocate time off in lieu to a future shift in their working pattern, before the end of that rotation. Where this does not occur, the time off in lieu should automatically be converted by the employer to pay after that four week period. At the end of a rotation, any untaken time off in lieu will be converted into pay.
    4. Where a manager does not authorise payment, the reason for the decision will be fed back to the doctor and copied to the Guardian of safe working hours for review.
    5. Where a doctor is paid for additional hours worked while ‘acting down’, their pay will reflect their current nodal point and not the lower nodal point of the grade at which they are ‘acting down’.
    6. Where such additional hours are in breach of the below contractual requirements, the additional time worked causing the breach of hours limits or required rest periods will attract a penalty rate, according to the values set out in Annex A:
       1. A breach of the 48-hour average working week (across the reference period agreed for that placement in the work schedule); or
       2. A breach of the maximum 13 hour shift length; or
       3. A breach of the maximum of 72 hours worked across any consecutive 168 hour period; or
       4. where 11 hours rest in a 24 hour period has not been achieved (excluding on-call shifts); or
       5. where five hours of continuous rest between 22:00 and 07:00 during a non-resident on-call shift has not been achieved; or
       6. where 8 hours of total rest per 24 hour non-resident on-call shift has not been achieved
    7. These provisions also apply to additional hours of actual work over the prospective average estimate during non-resident on-call (as described in paragraph 14 above).
    8. Where payment is the suggested outcome by an actioner, the report submitter should formally accept the outcome presented by the actioner as soon as is practicable to ensure prompt payment. Where the agreed outcome is not formally closed on the system, these reports will automatically be accepted and closed at the end of the doctor’s rotation. Exception reports from doctors who are unable to review exception reporting outcomes, due to extenuating circumstances (e.g. doctors on parental leave or long-term sick leave), will be automatically accepted and closed after four weeks.
    9. Where payment has been approved for an exception report, then the payment must be made to the doctor within a month, or within the next available payroll, following the report being approved for payment and agreed by the report submitter and actioner. In addition, there should be no additional administrative task required of the doctor to receive payment for an approved report.

    # Payment of annual salaries

    1. The annual salaries of full-time employees will be apportioned as follows:
       1. For each calendar month: one-twelfth of the annual salary
       2. For each odd day: the monthly sum divided by the number of days in the particular month
    2. The annual salaries of less than full-time doctors should be apportioned as above except in the months in which employment commences or terminates when they should be paid for the hours worked.
    3. Where full-time doctors terminate their employment immediately before a weekend and/or a public holiday, and take up a new salaried post with another NHS employer immediately after that weekend and/or that public holiday, payment for the intervening day or days, i.e. the Saturday (in the case of a 5 day working week) and/or the Sunday and/or the public holiday, shall be made by the first employer.

    # Locum pay

    1. Where a doctor carries out additional work through a locum bank, as described in Schedule 3, paragraphs 52-53 of these TCS, such work will be paid at the rates determined by that NHS staff bank.

    [↑](#endnote-ref-12)