TERMS AND CONDITIONS OF SERVICE FOR NHS DOCTORS AND DENTISTS IN TRAINING (ENGLAND) 2016

Record of Amendments

Amendments to the Terms and Conditions (TCS) will be notified to employers via a Pay and Conditions Circular which will be publicised on the NHS Employers website and via other relevant channels.

	Schedule and Paragraph	Amendment	Date amended	M&D Circular
1	Sch 14 para 11	Paragraph 11b changed from: *the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor was working on the day prior to starting work on the terms and conditions (or if the rota did not exist on 31 October 2015 the banding supplement which applied on appointment, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the Working Time Regulations 1998 (WTR), to a maximum of Band 2A (80 per cent). Where a doctor (other than on a Foundation Programme) is working in a general practice placement on the day prior to starting work on the new terms and conditions, the GP supplement payable at the time (45 per cent) shall be used in place of any banding supplement for this purpose.* To: *for doctors described in paragraphs 4 and 5 above (other than those described in paragraph 11(c) below), the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor was working on the day prior to starting work on the terms and conditions (or if the rota did not exist on 31 October 2015 the banding supplement which applied on appointment, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the Working Time Regulations 1998 (WTR), to a maximum of Band 2A (80 per cent). Where a doctor (other than on a Foundation Programme) is working in a general practice placement on the day prior to starting work on the new terms and conditions, the GP supplement payable at the time (45 per cent) shall be used in place of any banding supplement for this purpose: or*	30/03/2017	3/2017

		Paragraph 11c added: *for doctors described in paragraphs 4 and 5 above employed on 4 April 2017 on the previous (2002) terms and conditions in the Foundation 2 grade in a post not attracting a banding supplement under the 2002 terms and conditions and taking up new positions in the Foundation 2 grade under the terms of these 2016 terms and conditions on 5 April 2017, a sum equivalent in value to 40% of basic pay, in lieu of a banding supplement.*		
2	Sch 14 para 16	Paragraph 16b changed from: *the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor would have been working on, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the WTR, to a maximum of Band 2A (80 per cent).* To: *for doctors described in paragraphs 4 and 5 above (other than those described in paragraph 16(c) below), the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor would have been working on, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the WTR, to a maximum of Band 2A (80 per cent); or* Paragraph 16c added: *for doctors described in paragraphs 4 and 5 above employed on 4 April 2017 on the previous (2002) terms and conditions in the Foundation 2 grade who would otherwise have been working in a post not attracting a banding supplement under the 2002 terms and conditions and who would otherwise have been taking up new positions in the Foundation 2 grade under the terms of these 2016 terms and conditions on 5 April 2017, a sum equivalent in value to 40% of basic pay in lieu of a banding supplement.*	30/03/2017	3/2017
3	Abbreviations	Changed: *LNC Local Negotiating Committee* To: *JLNC Joint Local Negotiating Committee*	20/04/2017	3/2017

4	Sch 2 para 12	Inserted close bracket on to: *(as defined in schedule 3 paragraph 34* Changed: *(as per paragraphs 69-71 on annual salaries)* To: *(as per paragraphs 70-72 on annual salaries)*	20/04/2017	3/2017
5	Sch 2 para 13	Changed: *paragraphs 62-68 below.* To: *paragraphs 63-69 below.*	20/04/2017	3/2017
6	Sch 2 para 16	Changed: *paragraph 69-71 on annual salaries* To: *paragraph 70-72 on annual salaries*	20/04/2017	3/2017
7	Sch 2 para 58c	Changed: *Pay protection amounts as described in paragraphs 46-50.* To: *Pay protection amounts as described in paragraphs 46-52.*	20/04/2017	3/2017
8	Sch 2 para 68	Changed: *Where such additional hours are in breach of the Working Time Regulations limit of a 48-hour average working week* To: *Where such additional hours are in breach of the contractual limit of a 48-hour average working week*	20/04/2017	3/2017
9	Sch 3 para 44	Changed: *LNC* To: *JLNC*	20/04/2017	3/2017
10	Sch 4 para 23a	Inserted close bracket at the end of: *(consistent with the education/training contract between the Deanery function and the doctor*	20/04/2017	3/2017
11	Sch 5 para 5	Change: *as per schedule 2 paragraph 62-68* To: *as per schedule 2 paragraph 63-69*	20/04/2017	3/2017
12	Sch 5 para 35	Change: *LNC* To: *JLNC*	20/04/2017	3/2017

13	Sch 6 para 9b	Change: *local negotiating committee (LNC)* To: *joint local negotiating committee (JLNC)*	20/04/2017	3/2017
14	Sch 6 para 11	Change in 11a and 11b: *(LNC)* To*: (JLNC)*	20/04/2017	3/2017
15	Sch 6 para 13	Change twice in the paragraph: *LNC* To: *JLNC*	20/04/2017	3/2017
16	Sch 9 para 2	Change: *paragraph 42 of this Schedule.* To: *paragraph 49 of this Schedule.*	20/04/2017	3/2017
17	Sch 9 para 10	Change: *as set out in paragraph 11 of Schedule 4* To: *as set out in paragraph 12 of Schedule 4*	20/04/2017	3/2017
18	Sch 9 para 44	Change: *subject to the provisions of paragraphs 51 to 55 below* To: *subject to the provisions of paragraphs 51 to 59 below*	20/04/2017	3/2017
19	Sch 9 para 52	Change: '*under paragraph 39'* and '*subject to paragraph 46 below'* To: '*under paragraph 44'* and '*subject to paragraph 53 below'*	20/04/2017	3/2017
20	Sch 9 para 53	Change: *as set out in paragraph 45 above* To: *as set out in paragraph 52 above*	20/04/2017	3/2017
21	Sch 11 paras 11-12	Change: *Annex L* To: *Annex 12*	20/04/2017	3/2017
22	Sch 11 para 17a	Change: *Annex M* To: *Annex 13*	20/04/2017	3/2017
23	Sch 11 para 34	Change: *The appropriate mileage rate shall be paid in accordance with table 7 of section 17 of the NHS Terms and Conditions of Service Handbook.* To:	20/04/2017	3/2017

		The reserve mileage rate shall be paid in accordance with table 7 of section 17 of the NHS Terms and Conditions of Service Handbook.		
24	Sch 11 paras 37, 39-41	Change: *Annex N* To: *Annex 14*	20/04/2017	3/2017
25	Sch 13 para 1	Change: Section 16 Redundancy pay To: Section 16 Redundancy pay (England) Change: Annex Z To: Annex 26	20/04/2017	3/2017
26	Sch 14 para 1	Change: 1. *The new contractual arrangements shall include an initial period of pay protection for some existing doctors. This Schedule describes how these transitional pay protection arrangements will apply for doctors in NHS employment on 2 August 2016 as part of approved postgraduate training programmes and under the Terms and Conditions of Service NHS Medical and Dental Staff (England) 2002 who were employed in a post forming part of such a training programme on or before 31 October 2015 and who either (a) move through another post or series of posts on such a training programme under those 2002 TCS and thence into appointment to a post on such a training programme under these terms and conditions, on or after 3 August 2016, or (b) move directly from such an appointment to an appointment to a post on such a training programme, on or after 3 August 2016; or (c) commence work as an F1 on 3 August 2016.* To: 1. *The new contractual arrangements shall include an initial period of pay protection for some existing doctors. This Schedule describes how these transitional pay protection arrangements will apply for doctors who either* a. *were in NHS employment on 2 August 2016 as part of approved postgraduate training programmes and under the Terms and Conditions of Service NHS Medical and Dental Staff (England) 2002 and who either*	20/04/2017	3/2017

		i. move through another post or series of posts on such a training programme under those 2002 TCS and thence into appointment to a post on such a training programme under these terms and conditions, on or after 3 August 2016, or *ii. move directly from such an appointment to an appointment to a post on such a training programme, on or after 3 August 2016; or* *b. commence work as an F1 on 3 August 2016.*		
27	Sch 14 para 4	Change: *paragraphs 4 to 20* To: *paragraphs 5 to 21*	20/04/2017	3/2017
28	Sch 14 para 5	Change: *whose status is described in paragraph 3 above* To: *whose status is described in paragraph 4 above*	20/04/2017	3/2017
29	Sch 14 para 6	Deleted: The final date of 3 August 2022 will be subject to final review in the contract review planned for 2018.		
30	Sch 14 para 11c	Change: *for doctors described in paragraphs 4 and 5 above employed on 4 April 2017 on the previous (2002) terms and conditions in the Foundation 2 grade in a post not attracting a banding supplement under the 2002 terms and conditions and taking up new positions in the Foundation 2 grade under the terms of these 2016 terms and conditions on 5 April 2017, a sum equivalent in value to 40% of basic pay, in lieu of a banding supplement.* To: *for doctors described in paragraphs 4 and 5 above transitioning directly from the Foundation 2 grade on the previous (2002) terms and conditions and starting in the Foundation 2 grade on the these 2016 terms and conditions on either 7 December 2016 or 5 April 2017, who would otherwise if not for this paragraph have a cash floor set using no banding supplement (0%) or a 1C banding supplement (20%), should have their cash floor calculated using a sum equivalent in value to 40% of basic pay, in lieu of a banding supplement, to take effect from 5 April 2017 only.*	20/04/2017	3/2017

31	Sch 14 para 15	Change: *as described in paragraph 12 above* To: *as described in paragraphs 11-14 above*	20/04/2017	3/2017
32	Sch 14 para 16c	Change: *for doctors described in paragraphs 4 and 5 above employed on 4 April 2017 on the previous (2002) terms and conditions in the Foundation 2 grade who would otherwise have been working in a post not attracting a banding supplement under the 2002 terms and conditions and who would otherwise have been taking up new positions in the Foundation 2 grade under the terms of these 2016 terms and conditions on 5 April 2017, a sum equivalent in value to 40% of basic pay in lieu of a banding supplement.* To: *for doctors described in paragraphs 4 and 5 above who would be transitioning directly from the Foundation 2 grade on the previous (2002) terms and conditions and would have started in the Foundation 2 grade on the these 2016 terms and conditions on either 7 December 2016 or 5 April 2017, who would otherwise if not for this paragraph have a cash floor set using no banding supplement (0%) or a 1C banding supplement (20%), should have their cash floor calculated using a sum equivalent in value to 40% of basic pay, in lieu of a banding supplement, to take effect from 5 April 2017 only.*	20/04/2017	3/2017
33	Sch 14 para 20	Change: *as specified in Schedule 2 paragraph 64.* To: *as specified in Schedule 2 paragraph 61.*	20/04/2017	3/2017
34	Sch 14 para 24	Change: *described in this Schedule at paragraphs 24-37* To: *described in this Schedule at paragraphs 25-38*	20/04/2017	3/2017
35	Sch 14 para 25-28	Change several times: *paragraph 23* To: *paragraph 24* Change several times: *paragraph 24* To: *paragraph 25* Change: *paragraph 26* To: *paragraph 27*	20/04/2017	3/2017

		Change: *paragraph 28* To: *paragraph 29*		
36	Sch 14 para 33-39	Change several times: *paragraph 23* To: *paragraph 24* Change several times: *paragraph 24* To: *paragraph 25* Change several times: *paragraph 28* To: *paragraph 29*	20/04/2017	3/2017
37	Schedule 14 Para 1-3	Change made to include pay protection for trainees moving from the devolved nations – to include isle of man, Channel Islands and defence deanery. Change: *The new contractual arrangements shall include an initial period of pay protection for some existing doctors. This Schedule describes how these transitional pay protection arrangements will apply for doctors who either* *a. were in NHS employment on 2 August 2016 as part of approved postgraduate training programmes and under the Terms and Conditions of Service NHS Medical and Dental Staff (England) 2002 and who either* *i. move through another post or series of posts on such a training programme under those 2002 TCS and thence into appointment to a post on such a training programme under these terms and conditions, on or after 3 August 2016, or* *ii. move directly from such an appointment to an appointment to a post on such a training programme, on or after 3 August 2016; or* *b. commence work as an F1 on 3 August 2016.* *The contract becomes effective on 3 August 2016 but doctors will transition to the new terms between 5 October 2016 and 2 August 2017.* *The provisions of this Schedule 14 will expire at 23.59 on 3 August 2022.* Changed to: *The new contractual arrangements shall include an initial period of pay protection for some existing doctors. This Schedule describes how these transitional pay protection arrangements will apply for doctors who either*	23/03/2018	

		a. commence work as an F1 on 3 August 2016; or *b. were in NHS employment on 2 August 2016 as part of approved postgraduate training programmes under the auspices of:* • ***Health Education England*** • ***NHS Education for Scotland*** • ***Northern Ireland Medical and Dental Training Agency*** • ***Wales Deanery*** • ***Directorate of Healthcare Delivery and Training*** *The transitional pay protection arrangements set out below will apply to those doctors and dentists in training who meet the criteria above if they either;* *i. move through another post or series of posts on such training programmes under the terms and conditions of service set out above, on or after 3 August 2016.* *ii. move directly from such an appointment to an appointment to a post on such a training programme, on or after 3 August 2016* *The contract becomes effective on 3 August 2016 but doctors will transition to the new terms between 5 October 2016 and 2 August 2017.* *The provisions of this Schedule 14 will expire at 23.59 on 3 August 2022.*		
38	Schedule 14 para 37	Change several times: *paragraph 37* To: *paragraph 39* *Added paragraph 39a* Change:	23/03/2018	

		Where, at the point of taking up an offer of appointment under these TCS, a doctor described in paragraph 24 above has previously re-entered training from 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) and is in receipt of pay protection on the basic salary (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) previously earned in that grade, this protected salary shall continue to be taken into account in the calculation of the doctor's earnings in line with the provisions of paragraph 25. Changed to: *Where, at the point of taking up an offer of appointment under these TCS, a doctor described in paragraph 26 above has previously re-entered training from 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) and is in receipt of pay protection on the basic salary previously earned in that grade, this protected salary shall continue to be taken into account in the calculation of the doctor's earnings in line with the provisions of paragraph 27.* *a) Where a doctor was in receipt of a protected basic salary based on a point of the career grade scale, then their total earnings should continue to apply under the terms of this schedule for the duration of the transition period, and calculated as if they were undertaking those duties under the relevant terms of the career grade contract held before re-entry to training.*		
39	Schedule 1 Para 10	Added: *Doctors in general practice (GP trainees) working in supernumerary training settings are additional, not intrinsic, to the workforce. Doctors in these settings contribute to service provision, however the effective running of the service should not be dependent on their attendance and they will not be used as a substitute for a locum.*	02/09/2019	3/2019

40	Schedule 2 Para 46	Change: *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 have completed at least 6 months' continuous service at the level of basic pay paid in the immediately previous appointment on the previous training programme and 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).* Changed to: *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.*	02/09/2019	3/2019

41	Schedule 2 Para 47-48	Added: *Where a doctor opts to switch into a hard-to-fill specialty having achieved an Outcome 1, Outcome 2, or Outcome 6, 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.* *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 or Outcome 6 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.*	02/09/2019	3/2019
42	Schedule 2 Para 47 (changed to para 49)	Change: *The amount of any pay protection due to a doctor described in paragraph 46 above will be calculated by adding together the basic salary (as defined in paragraphs 1-3 above) for the post on the new training programme and the value of the flexible pay premium applied to that programme, and comparing this with the basic salary (as defined in paragraphs 1-3 above) paid to the doctor whilst employed on the previous training programme. Any flexible pay premium paid on the previous programme will not be taken into consideration for this purpose. Where total value of the new basic salary plus the new flexible premium is lower than the value of the old basic salary, then the doctor will be eligible to have his / her basic salary protected on a mark-time basis. The pay protection will take the form of an additional pensionable amount at the value of the difference between the old basic salary and the combined total of the new basic salary and the new flexible pay premium. 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 calculated using the actual basic salary nodal value for the post in which the doctor is employed.* Changed to:	02/09/2019	3/2019

		The amount of pay protection due to a doctor described in paragraph 46 above will depend on their ARCP outcome as set out in paragraphs 47-48 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.		
43	Schedule 2 Para 48 (changed to para 51)	Change: *Where a doctor, for reasons directly or indirectly linked to a disability (for the purposes of the Equality Act 20105), 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 46 and 47 will also apply to that doctor. The 6 month qualifying period will not apply where reasons are directly or indirectly linked to a disability (for the purposes of the Equality Act 2010).* Changed to: *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 46 and 47 will also apply to that doctor.*	02/09/2019	3/2019
44	Schedule 2 Para 52-55	Added: *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. Those choosing to switch directly from*	02/09/2019	3/2019

		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 47 to 50. *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.* *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.* *Where a specialty is no longer defined as difficult to recruit, a doctor already receiving pay protection according to paragraph 52 will continue to do so until they exit the particular training programme.*		
45	Schedule 2 Para 63 (changed to para 71)	Change: *Because of unplanned circumstances, a doctor may consider that there is a professional 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 manager. This authorisation would be given before or during the period of extended working, or afterwards if this is not possible. If pre-authorisation is not possible the doctor should submit an exception report as per schedule 5, which their manager must address within 7 days, to allow for payment for the additional hours worked.* Changed to: *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*	02/09/2019	3/2019

		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.		
46	Schedule 2 Para 66 (changed to para 74)	Change: *Where such additional work takes place on a Saturday or a Sunday, any payment made will be at the prevailing locum rate, as set out in Annex A.* Changed to: *Where such additional work takes place on a Saturday or a Sunday, any payment made will be at the prevailing rate, as set out in Annex A.*	02/09/2019	3/2019
47	Schedule 2 Para 68 (changed to para 76)	Change: *Where such additional hours are in breach of the contractual limit of a 48-hour average working week or of the absolute contractual maximum of 72 hours worked across any consecutive seven-day period set out in paragraph 8of Schedule 3, or where the minimum rest requirement of 11 hours described in paragraph 20 of Schedule 3 has been reduced to fewer than eight hours, any hours above these 48- and 72-hour limits and/or which reduced the 11-hour rest period will attract a penalty rate, as set out in Table 1 below, according to the values set out in Annex A.* Changed to: *Where such additional hours are in breach of the contractual limit of a 48-hour average working week or of the absolute contractual maximum of 72 hours worked across any consecutive seven-day period set out in paragraph 8of Schedule 3, or where the minimum rest requirement of 11 hours described in paragraph 20 of Schedule 3 has been reduced to fewer than eight hours, any hours above these 48- and 72-hour limits and/or which reduced the 11-hour rest period will attract a penalty rate, , according to the values set out in Annex A.*	02/09/2019	3/2019

48	Schedule 2 Para 73 (changed to para 81)	Change: *Where a doctor carries out additional work for the employer through a locum bank, as described in Schedule 3, paragraphs 43-44 of these TCS, such work will be paid at the rates set out for this purpose in Annex A.* Changed to: *Where a doctor carries out additional work through a locum bank, as described in Schedule 3, paragraphs 44-45 of these TCS, such work will be paid at the rates determined by that NHS staff bank.*	02/09/2019	3/2019
49	Schedule 3 Para 10	Change: *No more than five long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) shall be rostered or worked on consecutive days. Where five long shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fifth long shift.* Changed to: *As soon as reasonably practicable from August 2019, and in any event as soon as possible before 5 August 2020, the employer will consult with doctors and agree to alter existing rotas so that no more than four long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) shall be rostered or worked on consecutive days. [Until 5 August 2020, where a doctor is rostered to work five long shifts on consecutive days (until there is an agreed change to their rota), there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fifth shift. Otherwise, where four long shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fourth long shift.*	02/09/2019	3/2019

50	Schedule 3 Para 15	Change: *A maximum of eight shifts of any length can be rostered or worked on eight consecutive days subject to the restrictions outlined in paragraphs 7-14 above.* Changed to: *As soon as reasonably practicable from August 2019, and in any event as soon as possible before 5 August 2020, the employer will consult with doctors and agree to alter existing rotas so that, a maximum of seven shifts of any length can be rostered or worked on seven consecutive days subject to the restrictions outlined in paragraphs 7-14 above. Where a shift contains hours of work across more than one day, the work on each day will be counted independently toward the total number of consecutive days.*	02/09/2019	3/2019
51	Schedule 3 Para 16	Change: *Where eight shifts of any length are rostered or worked on eight consecutive days, there must be a minimum 48-hours' rest rostered immediately following the conclusion of the eighth and final shift.* Changed to: *The maximum number of consecutive shifts described in paragraphs 10 and 15 above can be increased by one to a maximum of five and eight respectively where both the employer and the doctors on the rota agree through local processes that it is safe and acceptable to both parties to do so. The guardian of safe working hours and the junior doctor forum must be consulted where any concerns around safety or acceptability are raised. Any agreement will be reviewed annually as per the original process and any doctor on such a rota will have the right to request a work schedule review at any time, as set out in Schedule 5. The minimum 48-hours rest described in paragraphs 10 and 15 above will apply following the conclusion of the increased maximum shifts where they are agreed.*	02/09/2019	3/2019

52	Schedule 3 Para 17	Change: *No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2.* Changed to: *No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2.* *Until December 2019 doctors paid at nodal point 2 may be exempt from the requirements of this paragraph for one placement during their foundation year where a risk assessment has taken place and significant risks are identified that would render the service unworkable. For these doctors, there is a requirement not to be rostered for shifts starting at any time between 00.01 on a Saturday and 23.59 on a Sunday at a frequency of greater than 1 week in 2. Where significant risks are not identified that would render the service unworkable, the rota must meet the requirements described in this paragraph.*	02/09/2019	3/2019
53	Schedule 3 Para 18	Deleted: *Doctors paid at nodal point 2 are exempt from the requirements of paragraph 17 for one placement during their foundation year. For these doctors, there is a requirement not to be rostered for shifts starting at any time between 00.01 on a Saturday and 23.59 on a Sunday at a frequency of greater than 1 week in 2.*	02/09/2019	3/2019
54	Schedule 3 Para 21 (changed to para 20)	Change: *A doctor must receive:* *a. at least one 30-minute paid break for a shift rostered to last more than five hours, and* *b. a second 30-minute paid break for a shift rostered to last more than nine hours.* Changed to:	02/09/2019	3/2019

		A doctor must receive: *a. at least one 30-minute paid break for a shift rostered to last more than five hours,* *b. a second 30-minute paid break for a shift rostered to last more than nine hours, and* *c. A third 30-minute paid break for a night shift as described in paragraph 15 of Schedule 2, rostered to last 12 hours or more.*		
55	Schedule 3 Paras 43-44 (changed to paras 42-43)	Change: *Where a doctor intends to undertake hours of paid work as a locum, additional to the hours set out in the work schedule, the doctor must initially offer such additional hours of work exclusively to the service of the NHS via an NHS staff bank. The requirement to offer such service is limited to work commensurate with the grade and competencies of the doctor rather than work at a lower grade than the doctor currently employed to work at. The doctor must inform their employer / host 26 organisation of their intention to undertake additional hours of locum work. The doctor can carry out additional activity over and above the standard commitment set out in the doctor's work schedule up to a maximum average of 48 hours per week (or up to 56 hours per week if the doctor has opted out of the WTR). Rates of payment for such work are set out in Annex A.* *The employer will agree with the JLNC local processes for the doctor to inform an NHS staff bank of their intention to carry out such work.* Changed to: *Where a doctor intends to undertake hours of paid work as a locum, additional to the hours set out in the work schedule, the doctor must initially offer such additional hours of work to the service of the NHS via an NHS staff bank of their choosing. The requirement to offer such service is limited to work commensurate with the grade and competencies of the doctor rather than work at a lower grade than the doctor is currently employed to work at. Additional work, such as; event and expedition medicine, work for medical charities, non-profits, humanitarian*	02/09/2019	3/2019

		and similar organisations, or sports and exercise medicine do not fall under the scope of additional work as a locum. *A doctor can carry out the additional activity over and above the standard commitment set out in the doctor's work schedule up to a maximum average of 48 hours per week (or up to 56 hours per week if the doctor has opted out of the WTR). The doctor is required to ensure that any additional hours of work do not breach any of the safety and rest requirements set out in Schedule 3. Rates of pay will be determined by NHS staff banks.*		
56	Schedule 4 Para 18	Change: *The generic work schedule shall form the basis for a personalised work schedule which will be agreed between the educational supervisor and the doctor, in accordance with the Gold Guide11 and/or other relevant documents, as amended from time to time. This will be agreed before or as soon as possible after the commencement of the placement.* Changed to: *The generic work schedule shall form the basis for a personalised work schedule which will be agreed between the educational supervisor and the doctor, in accordance with the Gold Guide and/or other relevant documents, as amended from time to time. The personalised work schedule must be agreed before or within four weeks after the commencement of the placement during scheduled hours of work.*	02/09/2019	3/2019
57	Schedule 4 Para 19	Added: *Until December 2019 doctors paid at nodal point 2 may be exempt from the requirements of paragraph 17 for one placement during their foundation year where a risk assessment has taken place and significant risks are identified that would render the service unworkable. For these doctors, there is a requirement not to be rostered for shifts starting at any time between 00.01 on a Saturday and 23.59 on a Sunday at a frequency of greater than 1 week in 2. Where significant risks are not identified that would render the service unworkable, the rota must meet the requirements described in paragraph 17.*	02/09/2019	3/2019

58	Schedule 5 Para 2	Change: *Exception reporting is the mechanism used by doctors to inform the employer when their day-to-day work varies significantly and/or regularly from the agreed work schedule. Primarily these variations will be:* *a. differences in the total hours of work (including opportunities for rest breaks)* *b. differences in the pattern of hours worked* *c. differences in the educational opportunities and support available to the doctor, and/or d. differences in the support available to the doctor during service commitments.* Changed to: *Exception reporting is the mechanism used by doctors to ensure compensation for all work performed and uphold agreed educational opportunities. The activities to which exception reporting applies include (but is not limited to):* *a. all scheduled NHS work under this contract (e.g. any patient facing and non-patient facing activities that is required as part of the doctor's employment) and /or* *b. any activities required for the successful completion of the doctors ARCP, including any additional educational or development activities explicitly set out in the doctors agreed personalised work schedule and/or* *c. any activities that are agreed between the doctor and their employer, such as quality improvement, attendance at the JDF or patient safety tasks directly serving a department or wider employing organisation, and/or* *d. any professional activities that the doctor is required to fulfil by their employer (e-portfolio, induction, e-learning, Quality Improvement and Quality Assurance projects, audits, mandatory training / courses)* *Unless required by your employer or agreed with the educational supervisor, exception reporting does not apply to occasions where an individual may choose to undertake educational activities for personal development or career enhancing purposes which are*	02/09/2019	3/2019

		outside of contractual requirements, the agreed personalised work schedule or are not an essential activity to pass ARCP.		
59	Schedule 5 Para 3	Added: *Doctors can use exception reporting to inform the employer when their day-to-day work varies significantly and/or regularly from the agreed work schedule. Primarily these variations are likely to include (but are not limited to):* *a. differences in the total hours of work (including opportunities for rest breaks)* *b. differences in the pattern of hours worked* *c. differences in the educational opportunities and support available to the doctor, and/or* *d. differences in the support available to the doctor during service commitments.*	02/09/2019	3/2019
60	Schedule 5 Para 4-5	Added: *Exception reports allow the employer the opportunity to address issues as they arise, and to make timely adjustments to work schedules.* *Exception reports should include:* *a. the name, specialty and grade of the doctor involved* *b. the identity of the educational supervisor* *c. the dates, times and durations of exceptions* *d. the nature of the variance from the work schedule, and* *e. an outline of the steps the doctor has taken to resolve matters before escalation (if any).*	02/09/2019	3/2019

61	Schedule 9 Para 16	Change: *Employers must allow annual leave to be taken for life-changing events, for example a doctor's wedding day, provided that the doctor has given notice to the employer in accordance with paragraph 14 of this Schedule.* Changed to: *Employers must allow annual leave to be taken when it has been requested for a life-changing event, provided that the doctor has given notice to the employer in accordance with paragraph 14 of this Schedule. This provision does not apply to leave for circumstances covered by Section 15 of the NHS Terms and Conditions of Service Handbook or local policies such as special leave or bereavement.*	02/09/2019	3/2019
62	Schedule 11 Para 16	Added: *Doctors working in a GP practice setting who are required to use their own vehicle on the expectation that home visits may be required to be undertaken shall be reimbursed for the cost of mileage from home to principal place of work, and any associated allowances as described in paragraph 23 below.*	02/09/2019	3/2019
63	Schedule 11 Para 22 (changed to para 23)	Change: *Doctors who necessarily incur charges in the performance of their duties, in relation to parking, garage costs, tolls and ferries, shall be refunded these expenses on production of receipts, whenever these are available. However, charges for overnight garaging or parking shall not be reimbursed unless the doctor is entitled to night subsistence. This does not include reimbursement of parking charges incurred as a result of attendance at the doctor's principal place of work.* Changed to: *Doctors who necessarily incur charges in the performance of their duties, in relation to parking, garage costs, tolls and ferries, shall be refunded these expenses on production of receipts, whenever these are available. However, charges for overnight garaging or parking*	02/09/2019	3/2019

		shall not be reimbursed unless the doctor is entitled to night subsistence. This does not include reimbursement of parking charges incurred as a result of attendance at the doctor's principal place of work, except for where the charge is in relation to the performance of the duties described in paragraph 16 above.		
64	Schedule 12 Para 9-10	Change: *Where a doctor advises the employer that the doctor feels unable to travel home following a night shift or a long, late shift due to tiredness, the employer shall where possible provide an appropriate rest facility where the doctor can sleep. The hours when the doctor is resting in the hospital under these circumstances will not count 67 as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must make sure that alternative arrangements are in place for the doctor's safe travel home.* *Where a doctor is rostered to work on a non-resident on-call working pattern and is required to return to work during the night period, and the doctor considers it unsafe to undertake the return journey home due to concerns over tiredness, the employer shall where possible provide an appropriate rest facility if requested where the doctor can rest. The hours when the doctor is resting in the hospital under these circumstances will not count as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must make sure that alternative arrangements are in place for the doctor's safe travel home.* Changed to: *Where a doctor advises the employer that the doctor feels unable to travel home following a night shift or a long, late shift due to tiredness, the employer shall where possible provide an appropriate rest facility where the doctor can sleep, without charge. The hours when the doctor is resting in the hospital under these circumstances will not count as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must cover the cost of alternative arrangements for the doctor's safe travel home. Where necessary, the employer must also cover reasonable expenses as determined through locally agreed policies for the doctor's return journey to work, either to begin the next shift or, where the doctor has left their personal vehicle at work, to collect the vehicle.*	02/09/2019	3/2019

		Where a doctor is rostered to work on a non-resident on-call working pattern and is required to return to work during the night period, and the doctor considers it unsafe to undertake the return journey home due to concerns over tiredness, the employer shall where possible provide an appropriate rest facility if requested where the doctor can rest, without charge. The hours when the doctor is resting in the hospital under these circumstances will not count as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must cover the cost of alternative arrangements for the doctor's safe travel home. Where necessary, the employer must also cover reasonable expenses as determined through locally agreed policies for the doctor's return journey to work, either to begin the next shift or, where the doctor has left their personal vehicle at work, to collect the vehicle.		
65	Schedule 12 Para 12	Added: *Where a doctor is rostered to work on a non-resident on-call working pattern and must be resident in order to maintain a safe response time for the management of time critical conditions and emergencies, the employer shall provide the doctor with accommodation during the on-call duty period without charge. Where the provision of accommodation is not possible, the employer must make sure that arrangements are in place to provide and cover the cost of alternative accommodation.*	02/09/2019	3/2019
66	Schedule 13 Para 1	Change: *The following sections of the NHS Terms and Conditions of Service Handbook25 apply to doctors employed under these TCS* • *Section 15 Maternity leave and pay* • *Section 16 Redundancy pay (England)* • *Section 22 Injury allowance* • *Section 25 Time off and facilities for trade union representatives* • *Section 26 Joint consultation machinery* • *Section 30 General equality and diversity statement* • *Section 32 Dignity at work* • *Section 33 Caring for children and adults* • *Section 34 Flexible working arrangements* • *Section 35 Balancing work and personal life* • *Section 36 Employment break scheme*	02/09/2019	3/2019

		• *Annex 26 Managing sickness absences – developing local policies and procedures* Changed to: *The following sections of the NHS Terms and Conditions of Service Handbook apply to doctors employed under these TCS* • *Section 15 leave and pay for new parents* • *Section 16 Redundancy pay (England)* • *Section 22 Injury allowance* • *Section 23 Child bereavement leave* • *Section 25 Time off and facilities for trade union representatives* • *Section 26 Joint consultation machinery* • *Section 30 General equality and diversity statement* • *Section 32 Dignity at work* • *Section 33 Balancing work and personal life* • *Section 34 Employment break scheme* • *Annex 26 Managing sickness absences – developing local policies and procedures*		
67	Schedule 14 Para 3	Delete: *The provisions of this Schedule 14 will expire at 23.59 on 3 August 2022.*	02/09/2019	3/2019
68	Schedule 14 Paras 27-29 (changed to paras 26-28)	Change: *Doctors outlined in paragraph 26 above shall continue to be paid a basic salary on the pay scale (MN37) on which they were previously paid under the 2002 TCS, and shall continue to receive annual increments on the anniversary of their previously agreed incremental date until they exit training or until four years of continuous employment have elapsed from the point that the doctor is first employed on these TCS, or until 3 August 2022, whichever is the sooner. These arrangements do not apply to work carried out under the provisions in schedule 2 paragraph 63 which will be paid as set out in schedule 2.*	02/09/2019	3/2019

		Doctors described in paragraph 26 above who are subsequently absent from work on maternity leave, adoption leave, shared parental leave or long-term (more than three consecutive months) sick leave will have the period of time during which they are absent from work, up to a maximum of two years, discounted for the purposes of calculating the four-year period described in paragraph 27 above, which may therefore be extended by a maximum of two years, in direct proportion to the amount of time in which the doctor was absent from work for the reasons given above. In such circumstances, the doctor shall continue to be paid in accordance with paragraph 27 above until either the doctor exits training, or until the extended period of continuous employment from the point that the doctor is first employed on these TCS described above has elapsed, or until 3 August 2022, whichever is the sooner. *Doctors described in paragraph 26 above, training on a less-than-full-time basis, will have the four-year period described in paragraph 27 above extended in direct proportion to the proportion of full time that they are employed. For example, a doctor employed on a 80 per cent basis will have the four-year period extended to a five year period. Where the hours worked by a doctor (up to a maximum of an average of 40 hours per week) are increased or decreased between or during appointments, such that the proportion of full time that the doctor is training is formally adjusted, both the actual cash value of the level of protected pay but also the length of the period to which it applied shall be adjusted accordingly. In such 76 circumstances, the doctor shall continue to be paid in accordance with paragraph 27 above until either the doctor exits training, or until the extended period of continuous employment from the point that the doctor is first employed on these TCS described above has elapsed, or until 3 August 2022, whichever is the sooner.* Changed to: *Doctors outlined in paragraph 25 above shall continue to be paid a basic salary on the pay scale (MN37) on which they were previously paid under the 2002 TCS, and shall continue to receive annual increments on the anniversary of their previously agreed incremental date until they exit training or until 6 August 2025, whichever is the sooner. These arrangements do not apply to work carried out under the provisions in schedule 2 paragraph 63 which will be paid as set out in schedule 2.*		

		Where the hours worked by a doctor (up to a maximum of an average of 40 hours per week) are increased or decreased between or during appointments, such that the proportion of full time that the doctor is training is formally adjusted, the actual cash value of the level of protected pay shall be adjusted accordingly. In such circumstances, the doctor shall continue to be paid in accordance with paragraph 26 above until either the doctor exits training or until 6 August 2025, whichever is the sooner. *Doctors described in paragraph 25 above, during the time that their basic salary is protected as described in paragraphs 26 to 27 above, continue to be paid, where appropriate, and based on the rota on which they are actually working, a banding supplement, as calculated under paragraph 29 below. However, where a doctor described in paragraph 25 above subsequently elects to re-enter training in a different training programme, any protection arrangements arising as a result of paragraphs 25 to 27 shall be discontinued and the doctor will instead be entitled the same level of pay protection as for a doctor described in paragraphs 3 and 4 above, until the end of the original period of pay protection applying at the point that the doctor first accepted an appointment under these TCS.*		
69	Schedule 14 Para 35 (changed to para 33)	Change: *Doctors described in paragraph 26 above who are on a recognised out-of-programme experience (OOP), on maternity leave, adoption leave, shared parental leave or long-term sick leave at the point of transition, will upon return to the training programme be paid a basic salary on the same payscale and at the same incremental point that they would have been paid had they returned to take up an appointment under the 2002 TCS. Such doctors may also be entitled to receive a banding supplement, subject to a maximum of Band 2A (80 per cent of basic salary), in accordance with Annex B. Such doctors shall continue to receive annual increments on the anniversary of their agreed incremental date, and to receive banding supplements where these are appropriate, until they exit the training programme, or until their protection period has expired as described in paragraphs 27 to 28 above, or until 3 August 2022, whichever is sooner.* Changed to: *Doctors described in paragraph 26 above who are on a recognised out-of- programme*	02/09/2019	3/2019

		experience (OOP), on maternity leave, adoption leave, shared parental leave or long-term sick leave at the point of transition, will upon return to the training programme be paid a basic salary on the same payscale and at the same incremental point that they would have been paid had they returned to take up an appointment under the 2002 TCS. Such doctors may also be entitled to receive a banding supplement, subject to a maximum of Band 2A (80 per cent of basic salary), in accordance with Annex B. Such doctors shall continue to receive annual increments on the anniversary of their agreed incremental date, and to receive banding supplements where these are appropriate, until they exit the training programme, or until 6August 2025, whichever is sooner.		
70	Schedule 14 Para 42 (changed to para 39)	Change: *The arrangements in this schedule shall cease to apply at 23.59 on 3 August 2022.* Changed to: *The arrangements in this schedule shall cease to apply at 23.59 on 6 August 2025 subject to review by the joint negotiating committee (juniors).*	02/09/2019	3/2019
71	Schedule 2 Para 45	Deleted: *Senior decision makers allowance* *From 2 October 2019 onwards, an allowance shall be paid to doctors who are formally designated by their employer to undertake roles as senior decision makers in line with appropriate clinical standards. The value of such allowances will be set out in Annex A.* Changed to: *Introduction of the fifth nodal point* *From 2 October 2020 a fifth nodal point will be introduced. The values will be set out in Annex A.*	02/09/2019	3/2019

72	Schedule 1 Para 4	Change: *A doctor will be prepared to perform duties in occasional emergencies and unforeseen circumstances. Commitments arising in such circumstances are, however, exceptional and the doctor should not be required or expected to undertake work of this kind for prolonged periods or on a regular basis.* Changed to: *A doctor will be prepared to perform duties in occasional emergencies and unforeseen circumstances (for example short-term sickness cover), if they are able and safe to do so, where the employer has had less than 48 hours' notice, and the duty is for less than 48 hours' duration of cover. Commitments arising in such circumstances are, however, exceptional and the doctor should not be required or expected to undertake work of this kind for prolonged periods or on a regular basis.*	25/10/2019	3/2019
73	Schedule 2 Para 75	Change: *Where such additional hours are in breach of the contractual limit of a 48-hour average working week or of the absolute contractual maximum of 72 hours worked across any consecutive seven-day period set out in paragraph 8 of Schedule 3, or where the minimum rest requirement of 11 hours described in paragraph 19 of Schedule 3 has been reduced to fewer than eight hours, any hours above these 48- and 72-hour limits and/or which reduced the 11-hour rest period will attract a penalty rate, according to the values set out in Annex A.* Change to: *Where such additional hours are in breach of the contractual limit of a 48-hour average working week or of the absolute contractual maximum of 72 hours worked across any consecutive 168 hour period set out in paragraph 8 of Schedule 3, or where the minimum rest requirement of 11 hours described in paragraph 19 of Schedule 3 has been reduced to fewer than eight hours, any hours above these 48- and 72-hour limits and/or which reduced the 11-hour rest period will attract a penalty rate, according to the values set out in Annex A.*	25/10/2019	3/2019

74	Schedule 3 Para 8	Change: *No more than 72 hours' actual work should be rostered for or undertaken by any doctor, working on any working pattern, in any period of seven consecutive calendar days.* Changed to: *No more than 72 hours' actual work should be rostered for or undertaken by any doctor, working on any working pattern, in any period of 168 consecutive hours.*	25/10/2019	3/2019
75	Schedule 3 Para 13	Change: *Where three shifts as defined in paragraph 12 above are rostered or worked consecutively, a doctor may be rostered to work a fourth such shift. However, if the doctor is not rostered for a fourth such shift, then there must be a minimum 46-hour rest period rostered immediately following the conclusion of the third such shift.* Changed to: *Where shifts as defined in paragraph 12 above are rostered singularly, or consecutively, then there must be a minimum 46-hour rest period rostered immediately following the conclusion of the shift(s).*	25/10/2019	3/2019
76	Schedule 3 Para 16-17	Added: *All reasonable steps should be taken to avoid rostering doctors to work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 in 3 weekends.* *By exception, authorisation for a rota using a pattern greater than 1 in 3 can be granted if there is a clearly identified clinical reason agreed by the relevant clinical director for that rota and deemed appropriate by the Guardian of Safe Working Hours. Such rotas should be co-produced, and must be approved by the affected doctors, agreed via the JDF and reviewed annually. Trainees that wish to work at a frequency greater than 1 weekend in 3, by undertaking additional work, for example as a locum, are able to agree to do so but must*	25/10/2019	3/2019

		not work an average weekend frequency of greater than 1 weekend in 2.		
77	Schedule 3 Para 17 (changed to para 18)	Change: *No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2. Until December 2019 doctors paid at nodal point 2 may be exempt from the requirements of this paragraph for one placement during their foundation year where a risk assessment has taken place and significant risks are identified that would render the service unworkable. For these doctors, there is a requirement not to be rostered for shifts starting at any time between 00.01 on a Saturday and 23.59 on a Sunday at a frequency of greater than 1 week in 2. Where significant risks are not identified that would render the service unworkable, the rota must meet the requirements described in this paragraph.* Changed to: *No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2. Until December 2019 doctors paid at nodal point 2 may be exempt from the requirements of paragraph 16 for one placement during their foundation year where a risk assessment has taken place and significant risks are identified that would render the service unworkable. For these doctors, there is a requirement not to be rostered for shifts starting at any time between 00.01 on a Saturday and 23.59 on a Sunday at a frequency of greater than 1 week in 2. Where significant risks are not identified that would render the service unworkable, the rota must meet the requirements described in this paragraph.*	25/10/2019	3/2019
78	Schedule 3 Para 18 (changed to para 19)	Change: *Other than as set out in paragraphs 7-17 above where longer minimum rest periods may apply, under the Regulations there should normally be at least 11 hours' continuous rest between rostered shifts, other than on-call duty periods.*	25/10/2019	3/2019

		Changed to: *Other than as set out in paragraphs 10, 11, 13, 14 and 15 above where longer minimum rest periods may apply, under the Regulations there should normally be at least 11 hours' continuous rest between rostered shifts, other than on-call duty periods.*		
79	Schedule 3 Para 33 (changed to para 34)	Change: *The work schedule of a doctor rostered to be on-call will contain an average amount of time, calculated prospectively, for anticipated work during the on-call period. Such work includes any actual clinical or non-clinical work undertaken either on or off site, including telephone calls and travel time arising from any such calls. Any such work is defined as working time for the purposes of these TCS. Any time during the on- call period when the doctor is not undertaking such work, is defined as non-working time for the purposes of these TCS.* Change to: *The work schedule of a doctor rostered to be on-call will contain an average amount of time, calculated prospectively, for anticipated work during the on-call period. Such work includes any actual clinical or non-clinical work undertaken either on or off site, including telephone calls and travel time arising from any such calls. Any such work is defined as working time for the purposes of these TCS. Any time during the on- call period when the doctor is not undertaking such work, is defined as non-working time for the purposes of these TCS.*	25/10/2019	3/2019
80	Schedule 3 Para 38 (changed to para 39)	Change: *Under these TCS, where a doctor has opted out of the WTR average weekly working hours, overall hours are restricted to a maximum average of 56 hours per week, across all or any organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR. Additionally, the maximum of 72 hours worked in any period of seven consecutive days applies, as described in paragraph 8 above.* Changed to:	25/10/2019	3/2019

		Under these TCS, where a doctor has opted out of the WTR average weekly working hours, overall hours are restricted to a maximum average of 56 hours per week, across all or any organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR. Additionally, the maximum of 72 hours worked in any period of 168 consecutive hours applies, as described in paragraph 8 above.		
81	Schedule 4 Para 12-13	Added: *All statutory and mandatory training that is a requirement to work for an employer, or in a department, must be sent to doctors alongside their generic work schedule. These training requirements must then be arranged within a doctor's rostered hours of work.* *Generic work schedules must account for the local trust induction required to be undertaken prior to, or at, the start of the placement. This must be reflected as hours of work and paid accordingly.*	25/10/2019	3/2019
82	Schedule 4 Para 15	Added: *A mechanism, to be locally agreed, should be in place for doctors to plan and submit leave requests prior to starting in a post. The agreed form for submitting advance leave requests should be issued with the offer of employment and work schedule for doctors to complete and return to the rota manager prior to the duty roster being issued.*	25/10/2019	3/2019
83	Schedule 4 Para 18	Added: *Unless agreed, no shift should be rostered on a non-working day in a fixed working pattern.*	25/10/2019	3/2019
84	Schedule 4 Para 23-25	Added: *Each LTFT doctor must have a bespoke work schedule built for them to ensure they are working the correct pro rata proportion of hours and shift types, for their LTFT percentage and working arrangements, and are being paid correctly.*	25/10/2019	3/2019

		The facilitation of bespoke work schedules is the responsibility of both the employer (or host organisation as locally agreed) and the doctor. This process must begin as soon as possible after notification of placement. It is the employer's responsibility to issue the mutually agreed bespoke work schedule to the doctor. This should be done as soon as reasonably practicable and in any event prior to the LTFT doctor starting in post, to allow sufficient opportunity to plan leave and other commitments. *When LTFT doctors are provided with their generic work schedule, it should include their individual pro-rata entitlement to study leave and annual leave (inclusive of pro-rated public holidays) to ensure they are able to plan in their leave at the earliest available opportunity.*		
85	Schedule 5 Para 6-7	Added: *The reviewal process for exception reports must be locally agreed by; the Guardian of Safe Working Hours, the JDF, and the Joint Local Negotiating Committee. Regardless of the reviewal process that is agreed, all reports should be copied to a trainee's educational supervisor irrespective of whether the educational supervisor is required to action the type of report.* *a. When deciding who should be the actioner for the different types of report, consideration should be given to ensure the actioner is appropriate with significant insight into issues raised and be able to propose suitable resolutions.* *b. In any locally agreed review process, it should not be a requirement for an in-person meeting between the doctor submitting the report and the report's actioner, to be held for all individual exception reports, except for reports relating to; educational issues, service support, or immediate safety concerns. However, a doctor or the actioner of a report, must be able to request a meeting to discuss any report they submit, or receive.* *Where there is no local agreement on the exception report reviewal process (as described in paragraph 6), then:* *a. all exception reports relating to additional hours worked should be sent to a nominated lead consultant or the consultant on-call for the shift from which the*	25/10/2019	3/2019

		report originated. The designated consultant must have access to the local exception reporting system. *b. all other reports, not described in paragraph 7a, should be sent to the educational supervisor of the doctor raising the report.* *For doctors in non-hospital settings, the default should be for all types of exception reports to be sent to the doctor's educational supervisor, unless there is a mutual agreement between the doctor and the employer or the host organisation, for that placement, for a differing process.*		
86	Schedule 5 Para 6 (changed to para 8)	Change: *The doctor will send exception reports electronically to the educational supervisor. This should be as soon as possible after the exception takes place, and in any event within 14 days (or 7 days when making a claim for additional pay, as per schedule 2 paragraph 69-75).* Changed to: *The doctor will send exception reports electronically to the locally agreed actioner for the type of report submitted. This should be as soon as possible after the exception takes place, and in any event within 14 days (or 7 days when making a claim for additional pay, as per schedule 2 paragraph 70-76).*	25/10/2019	3/2019
87	Schedule 5 Para 8 (changed to para 10)	Change: *Upon receipt of an exception report, the educational supervisor will discuss with the doctor what action is necessary to address the reported variation or concern. The supervisor will set out the agreed outcome of the exception report, including any agreed actions, in an electronic response to the doctor, copying the response to the DME or guardian of safe working hours as appropriately identified in paragraph 7 above.* Changed to: *Upon receipt of an exception report, the locally agreed actioner for the report type submitted will:*	25/10/2019	3/2019

		a. firstly, action the report, or discuss the report with the doctor (when felt necessary by the actioner or requested by the doctor submitting the report) to agree what action is necessary to address the reported variation or concern. *b. secondly, set out in an electronic response to the doctor their decision, or the agreed outcome of the report following a meeting with the doctor, including any agreed actions.* *c. thirdly, copy the response to the DME or guardian of safe working hours as appropriately identified in paragraph 9 above.*		
88	Schedule 5 Para 12 (changed to para 14)	Change: *Where such concerns are validated and shown to be correct in relation to:* *a. a breach of the 48-hour average working week (across the reference period agreed for that placement in the work schedule); or* *b. a breach of the maximum 72-hour limit in any seven days; or* *c. that the minimum 11 hours' rest requirement between shifts has been reduced to fewer than eight hours* *The doctor will be paid for the additional hours at the penalty rates set out in Schedule 2, paragraph 7 of these TCS, and the guardian of safe working hours will levy a fine on the department employing the doctor for those additional hours worked, at the rates set out in Schedule 2, paragraph 73 of these TCS.* Changed to: *Where such concerns are validated and shown to be correct in relation to:* *a. a breach of the 48-hour average working week (across the reference period agreed for that placement in the work schedule); or* *b. a breach of the maximum 72-hour limit in any consecutive 168 hours or* *c. that the minimum 11 hours' rest requirement between shifts has been reduced to fewer than eight hours*	25/10/2019	3/2019

		The doctor will be paid for the additional hours at the penalty rates set out in Schedule 2, paragraph 75 of these TCS, and the guardian of safe working hours will levy a fine on the department employing the doctor for those additional hours worked, at the rates set out in Schedule 2, paragraph 75 of these TCS.		
89	Schedule 9 Para 10	Change: *As leave is deducted from the rota before average hours are calculated for pay purposes, as set out in paragraph 12 of Schedule 4, leave may not be taken from shifts attracting an enhanced rate of pay or an allowance, as set out in Schedule 2 of these TCS. Where a doctor wishes to take leave when rostered for such a shift or duty, the doctor must arrange to swap the shift or duty with another doctor on the same rota. It is the doctor's responsibility to arrange such swaps and the employer is not obliged to approve the leave request if the doctor does not make the necessary 49 arrangements to cover the shifts.* Change to: *As leave is deducted from the rota before average hours are calculated for pay purposes, as set out in paragraph 14 of Schedule 4, leave may not be taken from shifts attracting an enhanced rate of pay or an allowance, as set out in Schedule 2 of these TCS. Where a doctor wishes to take leave when rostered for such a shift or duty, the doctor must arrange to swap the shift or duty with another doctor on the same rota. It is the doctor's responsibility to arrange swaps. The employer will take all reasonable steps to facilitate the arrangement of the swap. However, the employer is not obliged to approve the leave request if the doctor does not make the necessary arrangements to cover the shift.*	25/10/2019	3/2019
90	Schedule 9 Para 20	Added: *In addition to the provisions of paragraph 19, a rota should not be so restrictive in its design to give the appearance of fixed leave being incorporated into the rota, where there is little or no flexibility over when leave can be taken.*	25/10/2019	3/2019

91	Schedule 9 Para 31 (changed to para 32)	Change: *Professional leave is leave in relation to professional work, as described in the definitions section of these TCS.* Changed to: *Professional leave is leave in relation to professional work, as described in the definitions section of these TCS. Job interviews for NHS, public health, academic, NHS commissioned community health and hospice appointments should be considered professional leave, with time off accommodated appropriately and a doctor should not be required to take annual or study leave to attend such interviews. Doctors should provide rota coordinators with as much notice as possible to effectively plan the roster.*	25/10/2019	3/2019
92	Schedule 9 Para 40	Added: *Study leave should be prospectively sought for all teaching, courses and educational opportunities that fall on non-working days, and where study leave approval is granted it must be compensated with TOIL, or payment if the doctor prefers.*	25/10/2019	3/2019
93	Schedule 9 Para 43	Added: *There is no requirement for a doctor to compensate the employer, in time or pay, for any scheduled duties they were unable to perform due to sickness.*	25/10/2019	3/2019
94	Schedule 2 Para 7-8	Added: *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. This allowance will come into effect from December 2019.*	20/11/2019	3/2019

		Doctors who are already in receipt of the £1,500 transitional LTFT allowance will continue to receive this as per schedule 14 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.		
95	Schedule 2 Para 18	Added: *Where a shift ends between 00:00 and 04:00 (inclusive), the entirety of the shift will attract an enhancement of 37 per cent of hourly basic rate.*	20/11/2019	3/2019
	Schedule 2 para 36-37 (changed to para 39-40)	Change: *ii) Other academic career pathways* *36.A flexible pay premium shall be payable to a doctor who:* *a. has been appointed to and has taken up employment on a run-through or higher training programme; and* *b. has subsequently undertaken research toward a higher degree as part of an approved out of programme research experience (OOPR); and* *c. has returned to employment in a post on the same training programme having successfully completed a higher degree during that OOPR.* *37. The value of such a premium will be fixed for each doctor at the amount set out in Annex A for this purpose, at the point in time when that doctor returns to employment in a post on the same training programme. 15* Change to: *A flexible pay premium shall be payable to a doctor who:* *a. has been appointed to and has taken up employment on a core, higher or run through training programme; and* *b. 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*	20/11/2019	3/2019

		to undertake training also on a less than full-time basis and *c. has returned to, or continued as a less than full time 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* *The value of such a premium will be fixed for each doctor at the amount set out in Annex A for this purpose, at the point in time when that doctor returns to employment under these terms and conditions of service.*		
96	Schedule 2 para 66 (changed to 69)	Changed to: *The following will not be pensionable in the NHS Pension Scheme:* *a. Payments for additional rostered hours above 40 per week.* *b. Enhancements paid under the provisions of paragraph 16-17.* *c. Weekend, on-call availability and Less Than Full Time allowances.* *d. Flexible pay premia* *e. Travelling, subsistence and other expenses paid as a consequence of the doctor's work for the employing organisation or the wider NHS.*	20/11/2019	3/2019
97	Schedule 2 Para 71	Change: *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 14-15 above), or by time off in lieu, or by a combination of the two. Where safe working hours are 20 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. Accrued time off in lieu should normally be taken within three calendar months of accrual. Where time off in lieu cannot be taken, payment will be made in lieu, at the rate described above.*	20/11/2019	3/2019

98	Schedule 2 Para 75	Added: *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.*	20/11/2019	3/2019
99	Schedule 2 para 79	Change: *Where such additional hours are in breach of the contractual limit of a 48-hour average working week or of the absolute contractual maximum of 72 hours worked across any consecutive seven-day period set out in paragraph 8 of Schedule 3, or where the minimum rest requirement of 11 hours described in paragraph 19 of Schedule 3 has been reduced to fewer than eight hours, any hours above these 48- and 72-hour limits and/or which reduced the 11-hour rest period will attract a penalty rate, according to the values set out in Annex A.* Change to: *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: a. A breach of the 48-hour average working week (across the reference period agreed for that placement in the work schedule); or b. A breach of the maximum 13 hour shift length; or c. A breach of the maximum of 72 hours worked across any consecutive 168 hour period; or d. where 11 hours rest in a 24 hour period has not been achieved (excluding on-call shifts); or e. where five hours of continuous rest between 22:00 and 07:00 during a nonresident on-call shift has not been achieved; or f. where 8 hours of total rest per 24 hour non-resident on-call shift has not been achieved*	20/11/2019	3/2019
100	Schedule 2 Para 81-82	Added: *81. 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*	20/11/2019	3/2019

		reports from doctors who are unable to review exception reporting outcomes, due to extenuating circumstances (e.g. doctors on maternity leave or long-term sick leave), will be automatically accepted and closed after four weeks. *82. 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.*		
101	Schedule 3 Para 20	Change: *Any breaches of 11 hours' rest in a 24-hour period will be subject to time off in lieu, which must be within 24 hours. In exceptional circumstances where, due to service needs as required by the employer, the rest period is reduced to fewer than eight hours, the doctor will be paid for the additional hours worked that resulted in the shortening of the rest period, at a penalty rate, as set out in Schedule 2, paragraph 74 of these TCS. Where this occurs, the doctor will not be expected to work more than five hours on the day following the day on which the breach occurred and pay will not be deducted for the time off.* Change to: *Any breaches of 11 hours' rest in a 24-hour period (excluding on-call shifts) will be subject to time off in lieu, which must be within 24 hours. In exceptional circumstances where, due to service needs as required by the employer, the rest period is reduced to fewer than eight hours, the doctor will not be expected to work more than five hours on the day following the day on which the breach occurred and pay will not be deducted for the time off.*	20/11/2019	3/2019
102	Schedule 3 para 26	Change: *The maximum length of an individual on-call duty period is 24 hours.* Changed to: *The maximum length of an individual on-call duty period is 24 hours, however the maximum length of an on-call shift can be extended by between 15 minutes and one hour to allow shift*	20/11/2019	3/2019

		overlap and ensure there is adequate time for clinical handover		
103	Schedule 3 para 34-43	Added: *34. Rotas must overlap sufficiently to allow time for handover. This is critical for safe transfer of patient information to deliver continuity of care and good quality patient management. Most services will require a minimum handover of 15 to 30 minutes, some services may need to allow for 60 minutes or (in rare cases) longer. Coming in specifically to attend handover or undertake telephone handover is classed as working time and is part of the duty period.* *35. The work schedule of a doctor rostered to be on-call will contain an average amount of time, calculated prospectively, for anticipated work (at both the plain time and the enhanced time rates respectively) during the on-call period. Such work includes any actual clinical or non-clinical work undertaken either on or off site, including telephone calls, actively awaiting urgent results or updates, and travel time arising from any such calls. Any such work is defined as working time for the purposes of these TCS. Any time during the on-call period when the doctor is not undertaking such work, is defined as non-working time for the purposes of these TCS.* *36. A doctor's work schedule should include an indication of the amount of the expected predictable and unpredictable work during enhanced hours and unenhanced hours. a. Predictable work refers to routine activities which will occur at specific times during an on-call shift, this may include ward rounds, anticipated duties and clinical handovers. Such activities, along with the expected hours of work required, should specified within a doctor's work schedule. b. Unpredictable work refers to unscheduled activities that occur at unspecified 28 times during an on-call shift, including telephone calls, actively awaiting urgent results or updates and travel time arising from any such calls. For these activities, the employer must provide a prospective estimate of the average amount of unpredictable on-call work will occur during an on-call shift, using the calculation method described in paragraphs 37-39 below.* *37. To inform the calculation of the prospective estimate of the average amount of work, in hours, performed during an on-call shift, employers should use all relevant available data. This includes a combination of but is not limited to actual data such as: activity data, calls through switchboard, bleeps, admissions, feedback from colleagues in the department, feedback from*	20/11/2019	3/2019

		staff previously and currently rostered for on-call duties on the relevant rota, previous exception reporting data for the relevant rota, and recent diary activities or monitoring data . Prospective hours should be communicated to doctors in advance of starting work so they are aware when they may be risking a breach of limits on hours and rest requirements. Employers should provide clarity on when the on-call shifts may typically require unpredictable work in the working pattern, how the estimates were arrived at and what data sources informed the estimate. *38. Prospective hours should be calculated by totalling the number of hours of on-call work performed across an actual (and typical) week of on-call shifts across the rota reference period of a rota cycle, placement length or 26 weeks whichever is shorter. From this, an average amount of work for each weekday (Monday to Friday) and weekend (Saturday and Sunday) can be calculated The total hours should then be divided by the number of on-call shifts from which the total number of hours were drawn, to provide an average amount of on-call work - at both the plain time rate and enhanced rate - a doctor can expect to undertake during their rostered on-call shift(s).* *39. All rostered on-call shifts must have a prospective estimate of unpredictable work a doctor can expect to perform, even if it is a very low intensity shift pattern, with 15 minutes being the minimum prospective estimate for an individual on-call shift.* *40. The result of the prospective hours calculation should be set out in the generic work schedule of the doctors due to work on the rota to ensure they are aware of when they may be experiencing an unexpected variation in the number of hours worked during an on-call shift. 41. Employers should also remind doctors to submit an exception report when they believe their performed on-call activity has varied from the prospective estimate for predictable and unpredictable work, as set out in their work schedule.* *42. Where a doctor, or doctors, on an on-call rota are regularly exceeding or significantly below the prospective estimate for on-call shifts then a work schedule review is required. In the case of a doctor(s) regularly exceeding the prospective estimate then consideration should be given to alternative arrangements such as; having an additional doctor on the on-call rota, reducing the workload covered by the on-call doctor, or converting the on-call working pattern to a full-shift working pattern.*		

		43. The prospective estimate of predictable and unpredictable hours to be worked during on-call shifts must be included in the calculation of a doctor's average weekly hours, as set out in paragraph 14 of Schedule 4, and factored into the leave adjustment calculation for employers using prospective cover.		
104	Schedule 4 Para 14	Change: *A standard full-time generic work schedule shall be for a minimum of 40 hours and a maximum of 48 hours per week, averaged over a reference period defined as being the length of the rota cycle, the length of the placement or 26 weeks, whichever is the shorter. A less than full time generic work schedule shall not exceed 40 hours, averaged over this same reference period. When calculating the average total hours, the number of days' leave that would be taken by a doctor, on average, across the length of the rota cycle will be deducted from the rota and the remaining hours will be divided by the remaining weeks (including part-weeks) in the cycle. For example, in an eight-week cycle with six days' leave deducted, the total remaining hours would be divided by 6.8 weeks.* Changed to: *A standard full-time generic work schedule shall be for a minimum of 40 hours and a maximum of 48 hours per week, averaged over a reference period defined as being the length of the rota cycle, the length of the placement or 26 weeks, whichever is the shorter. A less than full time generic work schedule shall not exceed 40 hours, averaged over this same reference period. When calculating the average total hours, the number of days' leave (including; annual leave, public holidays, and relevant study leave where prospective cover is in operation) that would be taken by a doctor, on average, across the length of the rota cycle will be deducted from the rota and the remaining hours will be divided by the remaining weeks (including part-weeks) in the cycle. For example, in an eight-week cycle with six days' leave deducted, the total remaining hours would be divided by 6.8 weeks.*	20/11/2019	3/2019
	Schedule 4 para 17	Added: *Where a work schedule contains on-call arrangements, then all non-resident on-call duties must be rostered as separate shifts within a rota, and on-call shifts cannot contain within them a resident shift.*	20/11/2019	3/2019

105	Schedule 5 Para 10	Change: *Upon receipt of an exception report, the locally agreed actioner for the report type submitted will:* *a) firstly, action the report, or discuss the report with the doctor (when felt necessary by the actioner or requested by the doctor submitting the report) to agree what action is necessary to address the reported variation or concern.* *b) secondly, set out in an electronic response to the doctor their decision, or the agreed outcome of the report following a meeting with the doctor, including any agreed actions.* *c) thirdly, copy the response to the DME or guardian of safe working hours as appropriately identified in paragraph 9 above.* Change to: *Upon receipt of an exception report, the locally agreed actioner for the report type submitted will within 7 days of receiving the report:* *a) firstly, action the report, or discuss the report with the doctor (when felt necessary by the actioner or requested by the doctor submitting the report) to agree what action is necessary to address the reported variation or concern.* *b) secondly, set out in an electronic response to the doctor their decision, or the agreed outcome of the report following a meeting with the doctor, including any agreed actions.* *c) thirdly, copy the response to the DME or guardian of safe working hours as appropriately identified in paragraph 9 above.*	20/11/2019	3/2019
106	Schedule 5 Para 11	Added: *Where an exception report has not received a response within 7 days, as per the above paragraph, then the Guardian of Safe Working Hours will have the authority to independently action the report*.	20/11/2019	3/2019

107	Schedule 5 Para 14	Change: *Where such concerns are validated and shown to be correct in relation to:* *a. a breach of the 48-hour average working week (across the reference period agreed for that placement in the work schedule); or* *b. a breach of the maximum 72-hour limit in any consecutive 168 hours or* *c. that the minimum 11 hours' rest requirement between shifts has been reduced to fewer than eight hours* *The doctor will be paid for the additional hours at the penalty rates set out in Schedule 2, paragraph 75 of these TCS, and the guardian of safe working hours will levy a fine on the department employing the doctor for those additional hours worked, at the rates set out in Schedule 2, paragraph 75 of these TCS.* Change to: *Where such concerns are shown to be correct in relation to:* *a) the 48-hour average working week (across the reference period agreed for that placement in the work schedule)* *b) the maximum 13-hour shift length* *c) maximum of 72 hours worked across any consecutive 168-hour period* *d) where 11 hours rest in a 24-hour period has not been achieved (excluding on-call shifts)* *e) where five hours of continuous rest between 22:00 and 07:00 during a non-resident on-call shift has not been achieved* *f) where 8 hours of total rest per 24-hour non-resident on-call shift has not been achieved* *The doctor will be paid for the additional hours at the penalty rates set out in Annex A, and the guardian of safe working hours will levy a fine on the department employing the doctor for those additional hours worked, at the rates set out in Annex A.*	20/11/2019	3/2019
108	Schedule 6 Para 17	Added: *The employing organisation shall seek to engage with all parties, as specified in the above paragraph, who are involved in performance management of the guardian. This is to assess and make recommendations on the time commitment and administrative support required for*	20/11/2019	3/2019

		the guardian role. The number of rotas and number of doctors in training for whom the guardian will have responsibility will need to be taken into consideration. This will be an annual review process.		
109	Schedule 9 Para 20	Change: *In addition to the provisions of paragraph 19, a rota should not be so restrictive in its design to give the appearance of fixed leave being incorporated into the rota, where there is little or no flexibility over when leave can be taken.* Changed to: *In addition to the provisions of paragraph 19, a rota should not be so restrictive in its design to give the appearance of fixed leave being incorporated into the rota, where there is little or no flexibility over when leave can be taken. Where possible, rosters should be designed to contain periods of at least two or three consecutive weeks without shifts attracting enhancements or allowances, to provide doctors with the opportunity to take longer periods of leave.*	20/11/2019	3/2019
110	Schedule 9 Para 38-39	Added: *38. From February 2020, where shifts attracting an enhanced rate of pay or an allowance are required to be swapped to take study leave (as described in paragraph 10 of schedule 9), or if doctors are required to provide internal cover for colleagues on the rota when they take study leave, then prospective cover is in operation. In such situations, doctors' study leave allowance for the rota must be factored into the calculation of the average weekly hours of work and pay for that rota. This must be calculated in the same manner as described in paragraph 14 of schedule 4.* *39. Where employing organisations have alternative arrangements for covering study leave, where internal cover or swaps of shifts are not required, prospective cover does not apply.*	20/11/2019	3/2019
111	Schedule 7	Added: Schedule 7 Champion of Flexible Training	24/12/2019	

		Hospital Employers/Host Organisations 1. It is the employer's/host's responsibility to appoint a Champion of Flexible Training. Paragraphs 2 to 9 of this schedule shall be followed in appointing to the role. 2. Employers/hosts should refer to the Champion of Flexible Training guidance, co-produced by NHS Employers and the BMA, for detail on the outputs, competencies, and review process of this role. 3. The appointment panel for the champion shall include: the medical director or a nominated deputy (or equivalent, for employers without a medical director); the director of HR/workforce or a nominated deputy (or equivalent, for employers with alternative management structures); and two doctors in training, nominated by the junior doctors' forum (JDF) or equivalent. At least one, and if at all possible, both, of the doctors in training must be based in the appointing employer (or host organisation, if appropriate) and at least one of the doctors in training must work less than full time. 4. The panel should reach consensus on the appointment. If consensus is not reached, paragraph 7 applies. 5. The recruitment process for the appointment of the champion should otherwise follow local recruitment processes. 6. Employers and/or hosts can choose to act collaboratively to make and share the appointment across a number of employers, with the agreement of the appointed		

		champion. The number of doctors covered by such an arrangement must not be so great as to detrimentally impact the champion's ability to provide support to doctors. Such an arrangement must include sufficient time and resources as per paragraph 9. 7. Where an employer is unable to appoint to, or share (as per paragraph 6), the role they must ensure that alternative arrangements to support less than full time doctors are in place. These arrangements should be jointly produced with the Local Negotiating Committee (LNC) and/or JDF and are intended to be interim arrangements with the aim of appointing a champion at the earliest possible opportunity in the future. 8. Champions who have already been appointed to the role through local recruitment processes prior to the publication of version 8 of these TCS will not be expected to reapply for the position and will continue as champions. 9. Employers must ensure that the champions have sufficient time and resources to undertake their responsibilities. **Non-hospital settings** 10. Where lead employer arrangements exist for non-hospital settings with fewer than 10 trainees (this could include but is not limited to GP practices, public health, occupational health medicine, and palliative care), the lead employer is responsible for appointing a Champion of Flexible Training, who must be familiar with the issues for trainees in non-hospital settings and be able to provide advice on relevant topics, including rota and contract specific issues. Where the doctor requires advice on non-contractual elements that the champion does not feel competent to advise on, such as		

		specific training related issues, the Champion of Flexible Training should refer the doctor to the relevant individual(s) in that area. 11. The recruitment process for the appointment of the champion should be followed as per the above paragraphs 2 to 9.		
112		Added: *The transitional pay protection arrangements set out in this paragraph will apply from October 2019 to all doctors employed under the national 2002 terms and conditions of services who will be transitioned onto the national 2016 terms and conditions of service at the earliest available opportunity. This provision does not apply to doctors employed under locally agreed terms and conditions of service. The transitioning of these doctors onto the 2016 TCS must be conducted in accordance with the below requirements:* *a. The existing process, as set out within this schedule, should be used for determining a doctor's eligibility for pay protection and the type of pay protection they are entitled to, which is either; Section one (paragraphs 5 – 26), or Section two (paragraphs 27 – 40)* *b. Where a trainee is assessed as being eligible for Section one pay protection, the value of the banding supplement of the rota the doctor was working on the day before transitioning onto the 2016 TCS should be used. This provision is applicable to paragraphs 14(b) and 19(b) of this schedule.* *The contract becomes effective on 3 August 2016 but doctors will transition to the new terms between 5 October 2016 and 5 February 2020.*	24/12/2019	
113	Introduction	Added *As specified within the 'Code of Practice: Provision of Information for Postgraduate Medical Training' ("the Code") in Annex C, Employers are required to provide doctors with timely, accurate and detailed information regarding their training posts and relevant arrangements in advance of starting work in order to enable them to plan ahead in an acceptable and meaningful manner. Doctors equally have a responsibility to provide full information, where*	27/04/2021	

		requested, to inform recruiting organisations, and upcoming and current employers of their intentions, and ensure they maintain up to date contact details for communications. For the purposes of this provision a doctor is someone who has applied for and been offered postgraduate medical training posts/programmes as referred to in the Code, or who has commenced a training programme and is due to change employer as part of the training programme. *a. Should Health Education England fail to provide all of the information required by the Code to the employer, or delay in sending the information so that the employer is not in receipt of it 12 weeks prior to the commencement of a doctor's post, or notify the employer of changes to the required information at any point within the 12 weeks prior to the commencement, the employer will take reasonable steps to provide the required information relating to the generic work schedule and the duty roster within the timeframes specified within schedule 4 of this TCS and the Code. Where this is not reasonably practicable, the employer will take reasonable steps to provide the doctor with the relevant information as soon as possible.* *b. Where an employer is receiving doctors on an approved postgraduate training programme and has entered into a lead employer arrangement with another organisation ("the host organisation"), some duties as specified in this schedule may be devolved to the host organisation. It remains the lead employer's contractual responsibility to ensure fulfilment of the requirements relating to the generic work schedule and the duty roster as specified within the Code. Host organisations should themselves comply with the provisions of this paragraph 8 and the Code on behalf of the lead employer, or provide sufficient information to lead employers to enable them to do so. Where a host organisation has failed to comply with the provisions of this paragraph 8 and the Code itself or provide the lead employer with all the necessary information to fulfil the requirements relating to the generic work schedule and the duty roster within the specified timeframes, the lead employer will take reasonable steps to provide the doctor with the relevant information as soon as possible.* *c. A work schedule may be subject to review from time to time. If an employer makes changes to the doctor's post, generic work schedule and/or duty roster*		

		owing to service and/or commissioning requirements, the employer will still take reasonable steps to provide an amended generic work schedule and duty roster to the doctor within the timeframes specified within schedule 4 of this TCS and the Code. Every effort should be made to anticipate such changes in the work schedule and reach agreement on such changes. Where that is not reasonably practicable, the employer will take reasonable steps to provide the doctor with the relevant information as soon as possible. *d. In the event that a doctor fails to provide the information required by the employer, as specified within the Code, and/or notifies the employer of information which materially impacts upon the post, the generic work schedule or the duty roster, the employer will still take reasonable steps to provide an amended generic work schedule and / or duty roster to the doctor within the timeframes specified within schedule 4 of this TCS and the Code. Where that is not reasonably practicable, the employer will take reasonable steps to provide the doctor with the relevant information as soon as possible.* *e. Doctors should be able to request leave in advance of the production of the duty roster. Where an employer has met the requirements of the 8 week timeframe for a doctor's post, as specified within the Code, this should allow for individual annual leave requests to be submitted, acknowledged and potentially agreed, ahead of the duty roster being issued. Following this, if a doctor requests changes to the duty roster, after it being issued 6 weeks prior to commencing a post, such requests will only be accommodated in exceptional circumstances, other than routinely requested annual leave and mutually agreed swaps. Where such requests are granted, the employer will take reasonable steps to inform other affected doctors of any changes to the duty roster as soon as reasonably practicable.*		
114	Definitions	Added *Duty roster* *The prospective working patten and range of duties expected for each individual doctor on a rota for that rotation.*	27/04/2021	

115	Schedule 1 para 10	Change *Doctors in general practice (GP trainees) working in supernumerary training settings are additional, not intrinsic, to the workforce. Doctors in these settings contribute to service provision, however the effective running of the service should not be dependent on their attendance and they will not be used as a substitute for a locum.* Change to: *Doctors in general practice (GP trainees, including foundation doctors) working in supernumerary training settings are additional, not intrinsic, to the workforce. Doctors in these settings contribute to service provision, however the effective running of the service should not be dependent on their attendance and they will not be used as a substitute for a locum.*	27/04/2021	
115	Schedule 2 para 18	Change: *Where a shift ends between 00:00 and before 04:00 (inclusive) , the entirety of the shift will attract an enhancement of 37 per cent of hourly basic rate.* Change to: *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 hourly basic rate.*	27/04/2021	
116	Schedule 2 para 48	Remove: ***Introduction of the fifth nodal point*** *From 1 October 2020 a fifth nodal point will be introduced. The values are set out in Annex A.*	27/04/2021	
117	Schedule 2 para 50	Change: *Where a doctor opts to switch into a hard-to-fill specialty having achieved an Outcome 1, Outcome 2 or Outcome 6 in their most recent ARCP, and would have otherwise progressed*	27/04/2021	

		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. Change to: *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.*		
118	Schedule 2 para 63-64	Change: ***Maternity pay*** *The provisions governing maternity pay are set out in Schedule 14.* *Additionally, to the above provisions, if a doctor returns from an approved period of time out of programme and:* *a. the continuity of service provisions mean the doctor is eligible for maternity leave and pay, but* *b. the reference period for calculating maternity pay means that the value of the occupational maternity 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.* Change to: ***Maternity pay for new parents*** *The provisions governing paid occupational maternity, adoption, and shared parental leave are set out in Schedule 14.*	27/04/2021	

		Additionally, to the above provisions, if a doctor returns from an approved period of time out of programme and: *c. the continuity of service provisions mean the doctor is eligible for paid occupational maternity, adoption, and shared parental leave, but* *d. 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.*		
119	Schedule 2 para 77	Remove: *Where such additional work takes place on a Saturday or a Sunday, any payment made will be at the prevailing rate, as set out in Annex A.*	27/04/2021	
120	Schedule 3 para 10	Change: *As soon as reasonably practicable from August 2019, and in any event as soon as possible before 5 August 2020, the employer will consult with doctors and agree to alter existing rotas so that no more than four long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) shall be rostered or worked on consecutive days.* *Until 5 August 2020, where a doctor is rostered to work five long shifts on consecutive days (until there is an agreed change to their rota), there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fifth and final shift. Otherwise, where four long shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fourth long shift.* Change to:	27/04/2021	

		No more than four long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) shall be rostered or worked on consecutive days. Where four long shifts are rostered on consecutive days, there must be a minimum 48-hour rest period rostered immediately following the conclusion of the fourth long shift.		
121	Schedule 3 para 14	Change: *As soon as reasonably practicable from August 2019, and in any event as soon as possible before 5 August 2020, the employer will consult with doctors and agree to alter existing rotas so that a maximum of seven shifts of any length can be rostered or worked on seven consecutive days subject to the restrictions outlined in paragraphs 7-13 above. Where a shift contains hours of work across more than one day, the work on each day will be counted independently toward the total number of consecutive days.* *Until 5 August 2020, where a doctor is rostered to work eight shifts of any length on consecutive days (until there is an agreed change to their rota), there must be a minimum 48 hours' rest rostered immediately following the conclusion of the eighth and final shift. Otherwise, where seven shifts of any length are rostered or worked on seven consecutive days, there must be a minimum 48-hours' rest rostered immediately following the conclusion of the seventh shift.* Change to: *A maximum of seven shifts of any length can be rostered or worked on seven consecutive days subject to the restrictions outlined in paragraphs 7-13 above. Where a shift contains hours of work across more than one day, the work on each day will be counted independently toward the total number of consecutive days.* *Where seven shifts of any length are rostered or worked on seven consecutive days, there must be a minimum 48-hours' rest rostered immediately following the conclusion of the seventh shift.*	27/04/2021	

122	Schedule 3 para 18	Change: *No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2. Until December 2019 doctors paid at nodal point 2 may be exempt from the requirements of paragraph 16 for one placement during their foundation year where a risk assessment has taken place and significant risks are identified that would render the service unworkable. For these doctors, there is a requirement not to be rostered for shifts starting at any time between 00.01 on a Saturday and 23.59 on a Sunday at a frequency of greater than 1 week in 2. Where significant risks are not identified that would render the service unworkable, the rota must meet the requirements described in this paragraph.* Change to: *No doctor shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2.*	27/04/2021	
123	Schedule 4 para 10	Change: *The generic work schedule must be provided to a doctor prior to starting a placement to ensure that the doctor is informed of the work and range of duties that are expected to be undertaken during the placement.* Change to: *The generic work schedule must be provided to a doctor at least 8 weeks prior to them starting a placement, subject to the provisions of Schedule 1, paragraph 8, along with the other requirements associated with this deadline as specified in Annex C, to ensure that the doctor is informed of the work and range of duties that are expected to be undertaken during the placement.*	27/04/2021	

124	Schedule 4 para 24	Added: ***Duty roster*** *The duty roster must be provided to a doctor at least 6 weeks prior to them starting a placement as specified in Annex C, subject to the provisions of Schedule 1, paragraph 8, to ensure that the doctor is informed of the work and range of duties that are expected to be undertaken during the placement.*	27/04/2021	
125	Schedule 12 para 15-16	Change: *Doctors shall be reimbursed for official journeys that are in excess of their return journey from home to principal place of work (save for where paragraph 16 applies). Normally, the miles eligible for reimbursement are those travelled from the principal place of work to place visited and back. However, when the journey being reimbursed starts at a different location, for example home, the mileage eligible for reimbursement will be as set out in the example in table 8, contained in Section 17 of the NHS Terms and Conditions of Service Handbook.* *Doctors working in a GP practice setting who are required to use their own vehicle on the expectation that home visits may be required to be undertaken shall be reimbursed for the cost of mileage from home to principal place of work, and any associated allowances as described in paragraph 23 below.* Change to: *Doctors shall be reimbursed for official journeys that are in excess of their return journey from home to principal place of work (save for where paragraph 16 applies). Normally, the miles eligible for reimbursement are those travelled from the principal place of work to place visited and back. However, when the journey being reimbursed starts at a different location, for example home, the mileage eligible for reimbursement will be as set out in the example in table 8, contained in Section 17 of the NHS Terms and Conditions of Service Handbook.* *Doctors working in a GP practice setting who are required to use their own vehicle on the expectation that home visits may be required to be undertaken shall be reimbursed at the*	27/04/2021	

		reserve rate, as specified in table 7 of the NHS Terms and Conditions of Service Handbook, for the mileage of their return journey from home to principal place of work, and any associated allowances as described in paragraph 23 below. *a. The days on which a doctor may be, expected to perform home visits should be specified within their generic work schedule or an alternative document providing advance notification that home visits may be required. Further specificity, as required, around when a doctor is expected to perform home visits should be added to the personalised work schedule when the doctor agrees it with their educational supervisor.* *b. When submitting claims for home to base mileage, in line with local processes for claiming expenses, a doctor must either:* *i. attach their work schedule to the claim form, or any alternative written advance notice they have been provided by their practice, which specifies the days on which they are expected perform a home visit.* *ii. or obtain validation from a GP practice staff member that that they had been advised they would need their own vehicle available due to the potential requirement to perform a home visit that day, when claiming home to base mileage for a day not specified in their work schedule, or any alternative written advance notice the doctor has been received from their practice.* *iii. where no detail has been provided within the doctor's generic and personalised work schedules, or any alternative written advance notice, then the doctor must submit a claim for all the days on which they took their vehicle into work due to the possibility of being required to perform a home visit. This claim must be validated by the practice manager or a member of staff who is authorised to validate claims from the GP Practice.*		
126	Schedule 12 para 23	Change: *Doctors who necessarily incur charges in the performance of their duties, in relation to parking, garage costs, tolls and ferries, shall be refunded these expenses on production of receipts, whenever these are available. However, charges for overnight garaging or parking shall not be reimbursed unless the doctor is entitled to night subsistence. This does not*	27/04/2021	

		include reimbursement of parking charges incurred as a result of attendance at the doctor's principal place of work, except for where the charge is in relation to the performance of the duties described in paragraph 16 above. Change to: *Doctors who necessarily incur charges in the performance of their duties, in relation to parking, garage costs, tolls and ferries, shall be refunded these expenses on production of receipts, whenever these are available. However, charges for overnight garaging or parking shall not be reimbursed unless the doctor is entitled to night subsistence. This does not include reimbursement of parking charges incurred as a result of attendance at the doctor's principal place of work, except for where the charge is in relation to the performance of the duties described in paragraph 16 above.*		
127	Annex C	Added: *Please see the 'Code of Practice: Provision of Information for Postgraduate Medical Training', as of 30th October 2017, for further information on the requirements that this document places on Health Education England, employers and trainees. This is available on HEE's website https://www.hee.nhs.uk/our-work/medical-recruitment/code-practice-medical-recruitment* *Any subsequent revisions to the above document which affect the timeframes for the provision of information by employers to doctors, as referenced in schedule 4 of these TCS, will require collective agreement between NHS Employers the British Medical Association before any such changes can be reflected in these TCS.*	27/04/2021	
128	Schedule 4, para 32-34	Added: *Each doctor provided with a written occupational health recommendation relating to the design of their rota or duty roster must have this discussed, mutually agreed and incorporated into its design as soon as possible, and within six weeks of the recommendation being provided. In subsequent rotations, relevant recommendations may*	01/11/2022	

		need to be carried forward and incorporated into the duty roster from the start of the placement. These recommendations may be subject to review by the occupational health provider for the doctor's subsequent placements. *If the six-week timescale in paragraph 32 above cannot be met, or if a mutual agreement about a rota change cannot be reached between the employer and the doctor, the doctor must be provided with a documented explanation as to why the recommended change cannot be made or why the timescale cannot be met. A meeting should be arranged to discuss this and explore potential alternative solutions.* *Doctors must have the ability to escalate to the HR department and/or named individual(s) within their host organisation to raise concerns when the occupational health recommendations have not been factored into the design of the duty roster within six weeks of the recommendations being confirmed.*		
129	Schedule 15, para 8,12,13 & 19	Change: *August 2022* Change to: *31 March 2023*	01/11/2022	
130	Schedule 15, para 8,12,13 & 19	Change: *31 March 2023* Change to: *6 August 2025*	23/02/2023	

131	Abbreviations and throughout	Change: *Health Education England (HEE)* To: *NHS England*	19/09/2025	3/2025
132	Introduction and throughout	Change: *junior doctor* To: *doctors and dentists in training* Change: *junior doctors forum* To: *resident doctors forum*	19/09/2025	3/2025
133	Introduction	Remove: *NHS Improvement and HEE will be asking all employers to establish regional streamlining processes for recruitment and induction by April 2017.* *HEE will be leading a review of the processes which allow transfer between regions, joint applications between married couples (or those in a civil partnership), and training placements for those with caring responsibilities within defined travel times.*	19/09/2025	3/2025
134	Introduction	Change: *This will include access to mentorship, study leave funding and specially developed training to be in place by August 2017.* Change to: *This will include access to mentorship, study leave funding and specially developed training.*	19/09/2025	3/2025
135	Definitions	Change: *Integrated clinical academic pathway combines both clinical and academic components within one training programme (for example, those defined under the auspices of the National Institute for Health Research (NIHR)).* Change to: *Integrated clinical academic pathway combines both clinical and academic components within one training programme (for example, those defined under the auspices of the National Institute for Health and Care Research (NIHR)).*	19/09/2025	3/2025

136	Schedule 2 paragraph 7	Remove: *This allowance will come into effect from December 2019.*	19/09/2025	3/2025
137	Schedule 15	Remove: *The transitional pay protection arrangements set out in this paragraph will apply from October 2019 to all doctors employed under the national 2002 terms and conditions of services who will be transitioned onto the national 2016 terms and conditions of service at the earliest available opportunity. This provision does not apply to doctors employed under locally agreed terms and conditions of service. The transitioning of these doctors onto the 2016 TCS must be conducted in accordance with the below requirements:* *The existing process, as set out within this schedule, should be used for determining a doctor's eligibility for pay protection and the type of pay protection they are entitled to, which is either; Section one (paragraphs 5 – 26), or Section two (paragraphs 27 – 41)* *Where a trainee is assessed as being eligible for Section one pay protection, the value of the banding supplement of the rota the doctor was working on the day before transitioning onto the 2016 TCS should be used. This provision is applicable to paragraphs 14(b) and 19(b) of this schedule.* *The contract becomes effective on 3 August 2016 but doctors will transition to the new terms between 5 October 2016 and 5 February 2020.*	19/09/2025	3/2025
138	Schedule 15 throughout	Change: *The transitional pay protection arrangements shall be based on the basic salary that the doctor was earning on the day prior to starting work under the new contract.* To: *The transitional pay protection arrangements shall be based on the basic salary that the doctor was earning on the day prior to starting work under the these TCS.*	19/09/2025	3/2025

139	Schedule 15 throughout	Change: *6 August 2025* To: *23:59 on 4 August 2026*	19/09/2025	3/2025
140	Schedule 15	Change: *For doctors transitioning from training programmes set out in paragraph 1, (apart from those on OOP, or long-term sick leave already provided for under Schedule 15), pay protection should start from the point at which the trainee first took up post in England on these TCS.* To: *For doctors transitioning from training programmes set out in paragraph 1, (apart from those on a recognised OOP, or long-term sick leave already provided for under Schedule 15), pay protection should start from the point at which the trainee first took up post in England on these TCS.*	19/09/2025	3/2025
141	Schedule 15	Change: *for doctors described in paragraphs 3 and 4 above (other than those described in paragraph 12(c) below), the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor was working on the day prior to starting work on the terms and conditions (or if the rota did not exist on 31 October 2015 the banding supplement which applied on appointment), up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the Working Time Regulations 1998 (WTR), to a maximum of Band 2A (80 per cent). Where a doctor (other than on a Foundation programme) is working in a general practice placement on the day prior to starting work on these TCS, the GP supplement payable at the time (45 per cent) shall be used in place of any banding supplement for this purpose; or* Change to: *for doctors described in paragraphs 3 and 4 above (other than those described in paragraph 12(c) below), the value of the banding supplement of the rota the doctor was working on the day before transitioning onto these TCS, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the Working Time Regulations 1998 (WTR), to a maximum of Band 2A (80 per cent). Where a doctor (other than on a Foundation programme) is working in a general practice placement on the day prior to starting work on these TCS, the GP supplement payable at the time (45 per cent) shall be used in place of any banding supplement for this purpose; or*	19/09/2025	3/2025

142	Schedule 15	Change: *Whether new contract pay or the protected level of pay has the higher value may change over the course of a doctor's training programme. It is possible that the protected pay may be higher than new contract pay in some training placements, but not in others. Doctors listed in paragraph 3 shall receive transitional pay protection as described in paragraphs 13-15 above for each placement / post in their training programme until the end of the transition period to which this Schedule applies or until the doctor exits training, whichever is the sooner.* Change to: *Whether new contract pay or the protected level of pay has the higher value may change over the course of a doctor's training programme. It is possible that the protected pay may be higher than new contract pay in some training placements, but not in others. Doctors listed in paragraph 3 shall receive transitional pay protection as described in paragraphs 13-15 above for each placement / post in their training programme until the end of the transitional periods as described in paragraphs 6-11 above or until the doctor exits training, whichever is the sooner.*	19/09/2025	3/2025
143	Schedule 15	Change: *for doctors described in paragraphs 3 and 4 above (other than those described in paragraph 18(c) below), the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor would have been working on at the point of transition, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the WTR, to a maximum of Band 2A (80 per cent); or* Change to: *for doctors described in paragraphs 3 and 4 above (other than those described in paragraph 18(c) below), the value of the banding supplement of the rota the doctor was working on the day before transitioning onto these TCS, up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the WTR, to a maximum of Band 2A (80 per cent); or*	19/09/2025	3/2025
144	Schedule 15	Remove: *Doctors outlined in paragraph 27 above shall continue to be paid a basic salary on the pay scale (MN37) on which they were previously paid under the 2002 TCS, and shall continue to receive annual increments on the anniversary of their previously agreed incremental date until they exit training or until 6 August 2025, whichever is the sooner.*	19/09/2025	3/2025

145	Schedule 15	Add: *From 6 August 2025, doctors outlined in paragraph 25 above may be eligible for pay protection on the relevant pay scale (MN37 or MT59) under the 2002 TCS (England). Eligibility will be assessed as set out below:* *a. The doctor's protected pay shall be calculated as the total of:* • *The relevant basic salary on the pay scale (MN37 or MT59) which would have been applicable under the 2002 TCS, which shall comprise basic salary on the relevant incremental point, plus;* • *Any relevant banding supplement based on the rota on which they are actually working, as calculated under paragraph 30 and 31 below.* *b. The doctor's actual total 'new contract' pay shall be calculated as per the provisions of Schedule 2 of these TCS, excluding any London weighting.* *c. If the doctor's protected pay is higher than their total 'new contract' pay, they will be eligible for pay protection under this Schedule.* *d. Doctors in receipt of pay protection under this Schedule will continue to receive any annual increments on the anniversary of their previously agreed incremental date until they exit training or until 23:59 on 4 August 2026, whichever is the sooner.* e. *Whether Schedule 2 pay or the protected level of pay has the higher value may change over the course of a doctor's training programme. It is possible that the protected pay may be higher than the actual total 'new contract' pay in some training placements, but not in others. Doctors listed in paragraph 25 will be eligible for reassessment of transitional pay protection as described in subparagraphs 26 a-d above when they move to a new post or placement, 23:59 on 4 August 2026 or until the doctor exits training, whichever is the sooner.*	19/09/2025	3/2025
146	Schedule 15	Change: *Doctors described in paragraph 25 above, during the time that their basic salary is protected as described in paragraphs 26 to 28 above, continue to be paid, where appropriate, and based on the rota on which they are actually working, a banding supplement, as calculated under paragraphs 30 and 31 below.*	19/09/2025	3/2025

		Change to: *Doctors described in paragraph 25 above, during the time that their relevant basic salary is protected as described in paragraphs 26 to 28 above, continue to be paid, where appropriate, and based on the rota on which they are actually working, a banding supplement, as calculated under paragraphs 30 and 31 below.*		
147	Schedule 15	Change: *Where the doctor was in receipt of a protected basic salary based on a point of the career grade scale, then their total earnings should continue to apply under the terms of this Schedule for the duration of the transition period, and calculated as if they were undertaking those duties under the relevant terms of the career grade contract held before re-entry to training.* Change to: *Where the doctor was in receipt of a protected basic salary based on a point of the career grade scale, then their total earnings should continue to apply under the terms of this Schedule for the duration of the pay protection period, and calculated as if they were undertaking those duties under the relevant terms of the career grade contract held before re-entry to training.*	19/09/2025	3/2025
148	Schedule 15	Change: *The arrangements in this schedule shall cease to apply at 23.59 on 6 August 2025 subject to review by the joint negotiating Committee (Juniors).* Change to: *The arrangements in this Schedule shall cease to apply at 23.59 on 4 August 2026.*	19/09/2025	3/2025
149	Schedule 15	Footnote English 2002 TCS[1] Add: *Terms and Conditions of Service NHS Medical and Dental Staff (England) 2002, https://www.nhsemployers.org/system/files/2021-06/Terms-and-Conditions-of-Service-2002-NHS-Medical-dental-staff.pdf*	19/09/2025	3/2025

150	Schedule 15	Footnote *for doctors described in paragraphs 3 and 4 above (other than those described in paragraph 12(c) below), the value of the banding supplement of the rota the doctor was working on the day before transitioning onto these TCS[2], up to a maximum banding supplement of 50 per cent (Band 1A) or, for those doctors who have opted out of the Working Time Regulations 1998 (WTR), to a maximum of Band 2A (80 per cent). Where a doctor (other than on a Foundation programme) is working in a general practice placement on the day prior to starting work on these TCS, the GP supplement payable at the time (45 per cent) shall be used in place of any banding supplement for this purpose; or* Add footnote: *For doctors who transitioned prior to October 2019, other than those described in 14(c), the calculation is the value of the banding supplement under the 2002 TCS as at 31 October 2015 for the rota on which the doctor was working on the day prior to starting work on the terms and conditions (or if the rota did not exist on 31 October 2015 the banding supplement which applied on appointment), subject to the same maxima*	19/09/2025	3/2025
151	Schedule 2 Paragraph 24, 29, 34, 37, 40, 43	Add: *, subject to any annual pay awards as per paragraph 48.*	19/09/2025	3/2025
152	Schedule 2 Paragraph 48	Add: *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.*	19/09/2025	3/2025
153	*Abbreviations*	New HR – Human Resources or Medical Workforce Human Resources	04/02/2026	4/2025
154	*Abbreviations*	New LNC – Local Negotiating Committee (medical staff side)	04/02/2026	4/2025

155	*Definitions*	Change: Guardian of safe working hours – a senior appointment made jointly by the employer / host organisation and junior doctors, who ensures that issues of compliance with safe working hours are addressed by the doctor and/or employer/host organisation, as appropriate and provides assurance to the Board of the employing organisation that doctors' working hours are safe. Change to: A senior appointment made jointly by the employer / host organisation and doctors, who ensures that issues of compliance with safe working hours are addressed by the doctor and/or employer/host organisation, as appropriate and provides assurance to the Board of the employing organisation that doctors' working hours are safe. For the purposes of these terms and conditions, where reference is made to the Guardian of safe working hours, the responsibilities described may be discharged by the Guardian of safe working hours to a deputy. This deputy should be either nominated by the Guardian of safe working hours or selected in the same manner as the Guardian of safe working hours.	04/02/2026	4/2025
156	*Schedule 2 para 73*	Change: 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. Change to: 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 must appropriately compensate the individual	04/02/2026	4/2025

		doctor for such hours. In such circumstances, a doctor should submit an exception report in accordance with the processes set out in Schedule 5 and Annex D.		
157	*Schedule 2 para 74*	Change: 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. Change to: Such compensation must be by the doctor's choice of 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 time off in lieu. If additional hours of work have caused a breach of rest requirements, 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.	04/02/2026	4/2025
158	*Schedule 2 para 75*	Remove: 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.	04/02/2026	4/2025
159	*Schedule 2 para 76*	Remove: 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.	04/02/2026	4/2025

160	*Schedule 2 para 79, now para 77*	Change: 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). Change to: If a doctor works above the estimated average hours during a non-resident on-call shift (as set out in Schedule 2, paragraph 14), additional hours can be exception reported. If no estimated average is provided in the work schedule, then all hours worked during that shift can be reported. The process for exception reporting up to two additional hours worked in a single occurrence described in Annex D must be made available for non-resident on-call. The Guardian of safe working hours or HR will need to determine the hours for payment; HR will then process the outcome.	04/02/2026	4/2025
161	*Schedule 4 Para 11*	Change: The generic work schedule will list and identify the intended learning outcomes (mapped to the educational curriculum), the scheduled duties of the doctor, time for quality improvement and patient safety activities, periods of formal study (other than study leave), and the number and distribution of hours for which the doctor is contracted. Change to: The generic work schedule will list and identify the intended learning outcomes (mapped to the educational curriculum), the scheduled duties of the doctor, time for quality improvement and patient safety activities, periods of formal study (other than study leave), the number and distribution of hours for which the doctor is contracted, and the unique name of the doctor's rota, as used within the exception reporting process used by the employer.	04/02/2026	4/2025
162	*Schedule 4, para 29*	Change: Where the personalised work schedule has not been agreed within four weeks after the commencement of the placement, the doctor may submit an exception report. This will be sent to the Director of Medical Education and Educational Supervisor (for trainees working in non-hospital settings, including – but not limited to – GP and Public Health trainees, this will be sent to the Head of School instead of the Director of Medical Education, as well as the Educational Supervisor). Change to:	04/02/2026	4/2025

		Where the personalised work schedule has not been agreed within four weeks after the commencement of the placement, the doctor may submit an exception report. This will be sent to the DME (for trainees working in non-hospital settings, including – but not limited to – GP and Public Health trainees, this will be sent to the Head of School instead of the DME). The DME will inform the Educational Supervisor separately.		
163	*Schedule 5, para 1*	Change: The purpose of exception reports is to ensure prompt resolution and / or remedial action to ensure that safe working hours are maintained. The purpose of work schedule reviews is to ensure that a work schedule for a doctor remains fit for purpose, in circumstances where earlier discussions have failed to resolve concerns. Change to: The purpose of exception reporting is to ensure prompt resolution and / or remedial action to ensure safe working hours are maintained, secure patient safety, and safeguard the delivery of agreed educational opportunities. Doctors must not be discouraged from submitting exception reports. The purpose of work schedule reviews is to ensure that a work schedule for a doctor remains fit for purpose.	04/02/2026	4/2025
164	*New- Schedule 5, para 5*	Added: A doctor is required to submit an exception report as soon as possible, but no later than 28 calendar days after the date of occurrence, unless prevented by extenuating circumstances (e.g. doctor on parental leave or long-term sick leave) or other reasons outside their control and deemed acceptable by the Guardian of safe working hours.	04/02/2026	4/2025
165	*New- Schedule 5, para 6*	Added: All submitted exception reports should be reviewed and actioned as soon as possible but no later than 7 calendar days (10 calendar days until 4 August 2026).	04/02/2026	4/2025
166	*New- Schedule 5, para 7*	Added: The doctor should follow local processes to raise immediate safety concerns as per Schedule 5 paragraph 32-33, and should exception report within the 28 calendar days.	04/02/2026	4/2025

167	*New- Schedule 5, para 8*	Added: With reference to exception reports showing that a doctor worked two or less additional hours in one occurrence, the only determination the employer will seek to reach when deciding to pay the doctor is whether or not the additional hours were indeed worked. The process for checking exception reports by HR for additional hours worked must be followed as specified in Annex D.	04/02/2026	4/2025
168	*New- Schedule 5, para 9*	Added: The doctor will confirm via self-declaration that the information they are submitting adheres to the reasons for exception reporting as set out in paragraph 12 and is accurate and to the best of the doctors' knowledge.	04/02/2026	4/2025
169	*New- Schedule 5, para 10*	Added: Alongside the process for checking exception reports outlined in Annex D, all exception reports must also go to the Guardian of safe working hours, who will monitor exception reporting data as part of their role. If the Guardian of safe working hours has any concerns over that data, including confirming the validity of the reports, the process specified in Schedule 6 paragraph 13 must be followed.	04/02/2026	4/2025
170	*Schedule 5, para 8*	Removed: Where there is no local agreement on the exception report reviewal process (as described in paragraph 6), then: a. all exception reports relating to additional hours worked should be sent to a nominated lead consultant or the consultant on-call for the shift from which the report originated. The designated consultant must have access to the local exception reporting system. b. all other reports, not described in paragraph 7a, should be sent to the educational supervisor of the doctor raising the report. For doctors in non-hospital settings, the default should be for all types of exception reports to be sent to the doctor's educational supervisor, unless there is a mutual agreement between the doctor and the employer or the host organisation, for that placement, for a differing process.	04/02/2026	4/2025
171	*Schedule 5, para 10*	Removed: The doctor will copy the exception report to the director of medical education (DME) in relation to training issues, and to the guardian of safe working hours in relation to safe working practices. In some cases, the doctor may copy the report to both.	04/02/2026	4/2025

172	*Schedule 5, para 11*	Removed: Upon receipt of an exception report, the locally agreed actioner for the report type submitted will within 7 days of receiving the report: a. firstly, action the report, or discuss the report with the doctor (when felt necessary by the actioner or requested by the doctor submitting the report) to agree what action is necessary to address the reported variation or concern. b. secondly, set out in an electronic response to the doctor their decision, or the agreed outcome of the report following a meeting with the doctor, including any agreed actions. c. thirdly, copy the response to the DME or guardian of safe working hours as appropriately identified in paragraph 9 above.	04/02/2026	4/2025
173	*Para 5, now para 11*	Change: Exception reports should include: a. the name, specialty and grade of the doctor involved b. the identity of the educational supervisor c. the dates, times and durations of exceptions d. the nature of the variance from the work schedule, and e. an outline of the steps the doctor has taken to resolve matters before escalation (if any). Change to: Mandatory input fields for exception reports will be limited to: a. an identifier for the doctor, including name and/or email address (unless auto populated) b. the date of the start of the shift incurring exception c. name of rota d. category of exception e. immediate safety concern (retrospective) f. the minimum information required to calculate the hours claimed g. choice of payment or time off in lieu (if reporting additional hours worked)	04/02/2026	4/2025
174	*New- Schedule 5, para 12*	Added: Exception report categories must include at a minimum: a. an unscheduled early start b. an unscheduled late finish c. the inability to take contractual breaks d. the inadequacy of clinical support e. the inadequacy of rostered skills mix	04/02/2026	4/2025

		f. missed educational opportunities g. breaches of non-resident on-call patterns h. raising concerns of a suspected non-compliant rota pattern i. detriment or threat of detriment related to exception reporting j. information breach k. access and completion test l. optional free text box.		
175	*New- Schedule 5, para 13*	Added: Exception reports for more than two additional worked hours should be subject to a locally determined process, which must be agreed upon with staff Local Negotiating Committee (LNC). These should be investigated to ensure safe staffing is maintained and this process and outcome will not be subject to an information breach fine.	04/02/2026	4/2025
176	*New- Schedule 5, para 14*	Added: Where an exception report has not received a response within the time described in Annex D, paragraph 12, the Guardian of safe working hours will have the authority to independently action the report.	04/02/2026	4/2025
177	*New- Schedule 5, para 17*	Added: Access to exception reporting should be available remotely.	04/02/2026	4/2025
178	*New- Schedule 5 para 18*	Added: The employer must provide access to exception reporting for a doctor within 7 calendar days of them starting employment or work, and then subsequently whenever a doctor changes host employer, work site, or rota. The doctor must action a test exception report, which will be sent to the Guardian of safe working hours for cross-validation.	04/02/2026	4/2025
179	*New- Schedule 5 ,para 19*	Added: Doctors must be provided with a simple way (such as email or quick access link) to raise to the Guardian of safe working hours and HR after the initial seven calendar days of starting work, changing work site, changing employer, or any other related transition, if they are unable to access the exception reporting system or complete an exception report.	04/02/2026	4/2025

180	*New- Schedule 5, para 20*	Added: If all issues preventing a doctor from accessing or completing an exception report are not remedied within 7 calendar days of being raised by the doctor, the Guardian of safe working hours must levy a fine as outlined in Schedule 5, paragraph 27. Fines will then be payable on a recurring seven calendar day basis until resolved.	04/02/2026	4/2025
181	*New- Schedule 5, para 21*	If approved by LNC an access and completion fine will not be levied where the delay has been caused by an event beyond the control of the employer, for example a cyber-attack.	04/02/2026	4/2025
182	*New-Schedule 5 Para 26*	Added: Penalties will apply for a proven information breach, as defined in Annex D paragraphs 33 to 36. Penalties of £500 per doctor per instance for a proven information breach, and will be applied from 4 February 2026 to 3 August 2026. Both fines will be set at £500 from 4 August 2026.	04/02/2026	4/2025
183	*New-Schedule 5 Para 27*	Added: Penalties will apply for an 'access and completion' breach, as defined in Annex D paragraphs 33 to 36. Penalties of £250 per doctor per week for an access and completion breach, will be applied from 4 February 2026 to 3 August 2026. Both fines will be set at £500 from 4 August 2026. All fines relating to 'access and completion' breaches, shall be received into a central fund administered by the Guardian of safe working hours.	04/02/2026	4/2025
184	*New- Schedule 5, para 28*	Added: Fines for access and completion or information breaches will not be paid directly to doctors.	04/02/2026	4/2025
185	*New- Schedule 5, para 29*	Added: Fines relating to safe working hours, missed breaks and information breaches shall be received into a localised fund. For example, the department which the affected doctor(s) work, or specific geographies for doctors working in community settings, further information regarding this shall be provided within exception reporting guidance. These localised funds shall be administered by the Guardian of safe working hours. However, the affected doctors can choose to redirect fines to the central fund referred to in paragraph 26. If any fines received	04/02/2026	4/2025

		into these localised funds are unspent after four months of being received, they will be transferred into the central fund.		
186	*Schedule 5 Para 18, now para 30*	Change: The money raised through fines must be used to benefit the education, training and working environment of trainees. The guardian of safe working hours should devise the allocation of funds in collaboration with the employer/host organisation junior doctors' forum, or equivalent. These funds must not be used to supplement the facilities, study leave, IT provision and other resources that are defined by HEE as fundamental requirements for doctors in training and which should be provided by the employer/host organisation as standard. Change to: The money raised through fines must be used to benefit the education, training and working environment of trainees. Disbursement of fines will be flexible, with a focus on initiatives that enhance doctors' wellbeing. The Guardian of safe working hours should devise the allocation of funds in collaboration with the employer/host organisation and resident doctors' forum. These funds must not be used to supplement the facilities, study leave, IT provision and other resources that are defined by NHS England as fundamental requirements for doctors in training and which should be provided by the employer/host organisation as standard.	04/02/2026	4/2025
187	*New- Schedule 5, para 32*	Added: Fine monies once awarded must be maintained and spent solely for the purposes in paragraph 30.	04/02/2026	4/2025
188	*Schedule 5, para 20, now 33*	Change: Where an exception report indicates concern that there is an immediate and substantive risk to the safety or patients or of the doctor making the report, this should be raised immediately (orally) by the doctor with the clinician responsible for the service in which the risk is thought to be present (typically, this would be the head of service or the consultant on-call). The doctor must confirm such reports electronically to the educational supervisor (via an exception report) within 24 hours. Change to: Where there is an immediate and substantive risk to the safety of patients or of the doctor	04/02/2026	4/2025

		making the report, this should be raised immediately (orally) by the doctor with the clinician responsible for the service in which the risk is thought to be present (typically, this would be the head of service or the consultant on-call).		
189	*Schedule 5, para 34*	Change: The employer has a duty to respond as follows: a. Where the clinician receiving the report considers that there are serious concerns and agrees that there is an immediate risk to patient and/or doctor safety, the consultant on-call shall, where appropriate, grant the doctor immediate time off from their agreed work schedule and/or (depending on the nature of the reported variation) ensure the immediate provision of support to the doctor. The clinician shall notify the educational supervisor and the guardian of safe working hours within 24 hours. The educational supervisor will undertake an immediate work schedule review, and will ensure appropriate (and where necessary, ongoing) remedial action is taken. b. Where the clinician receiving the report considers that there are serious but not immediate concerns, the clinician shall ask the doctor to submit an exception report to the educational supervisor, describing the concern raised and requesting a work schedule review c. Where the clinician receiving the report considers that the single concern raised is significant but not serious or understands that there are persistent or regular similar concerns being raised, the clinician shall ask the doctor to raise an exception report to the educational supervisor within 48 hours. Change to: The employer has a duty to respond as follows: a. Where the clinician receiving the report considers that there are serious concerns and agrees that there is an immediate risk to patient and/or doctor safety, the consultant on-call shall, where appropriate, grant the doctor immediate time off from their agreed work schedule and/or (depending on the nature of the reported variation) ensure the immediate provision of support to the doctor. The clinician shall notify the Guardian of safe working hours within 24 hours of the concern. The Guardian of safe working hours will undertake an immediate work schedule review, and will ensure appropriate (and where necessary, ongoing) remedial action is taken.	04/02/2026	4/2025

		b. Where the clinician receiving the report considers that there are serious but not immediate concerns, the clinician shall ask the doctor to submit an exception report and for the consideration of the Guardian of safe working hours to request a work schedule review. c. Where the clinician receiving the report considers that the concern raised is significant but not serious or understands that there are persistent or regular similar concerns being raised, the clinician shall ask the doctor to raise an exception report.		
190	*Schedule 5, para 22, now 35*	Change: Where a doctor, an educational supervisor, a manager, or the guardian of safe working hours has requested a work schedule review, the process set out in paragraphs 23-37 below will apply. Change to: Where a doctor, an educational supervisor, a manager, or the Guardian of safe working hours has requested a work schedule review, affected doctors must be prompted to formally grant or withhold consent to share personally identifiable information derived from their exception reports.	04/02/2026	4/2025
191	*New- Schedule 5, para 36*	Added: If affected doctors' consent to sharing personally identifiable information related to exception reports, the standard process set out in paragraphs 37-40 below will apply.	04/02/2026	4/2025
192	*New- Schedule 5, para 37*	Added: If affected doctors withhold consent to sharing personally identifiable information related to exception reports the standard process set out in paragraphs 37-40 will apply but with exception report data sharing limited to anonymised information. The affected doctors may still support the design of services and of safe working patterns if required as per Schedule 1 paragraph 6 and this can be via a nominated colleague (ideally from the same clinical department) proxy if preferred.	04/02/2026	4/2025
193	*Schedule 5, para 23, para 38*	Change: The educational supervisor shall meet or correspond with the doctor as soon as is practicable, ideally no later than seven working days after receipt of a written request for a review. Where this is in response to a serious concern that there was an immediate risk to patient and/or	04/02/2026	4/2025

		doctor safety as described in paragraphs 20-21 above, this must be followed up within seven working days. Change to: Where consent is given, the educational supervisor shall meet or correspond with the doctor as soon as is practicable, ideally no later than seven working days after receipt of a written request for a review.		
194	*New- Schedule 5, para 41*	Added: If a doctor chooses to withhold consent to share personally identifiable information related to exception reporting in paragraph 34 and the Guardian of safe working hours identifies a systemic issue related to the doctor's work setting that can be managed without such disclosure, the Guardian of safe working hours may choose to initiate a level 2 work schedule review that ensures confidentiality of personally identifiable information related to exception reporting.	04/02/2026	4/2025
195	*New- Schedule 5, para 42*	Added: This process should be equivalent to that described in paragraphs 37-40, with the following modifications: a. The affected doctor can nominate another their choice of medically qualified colleague (ideally from the same clinical department) to act as their proxy to preserve their anonymity and advocate in their stead. b. The doctor may nominate an appropriate consultant or general practitioner to represent the educational opportunities of the department in place of their educational supervisor. Where the doctor is on an integrated academic training pathway, they may choose to nominate an appropriate academic senior, or to forgo academic representation	04/02/2026	4/2025
196	*Schedule 5, para 38, now 54*	Change: Where at any point in the process of a work schedule review, either the doctor or the reviewer identifies issues or concerns that may affect more than one doctor working on a particular rota, it may be appropriate to review other schedules forming part of that rota. In this case, such reviews should be carried out jointly with all affected doctors and, where appropriate, changes may be agreed to the working pattern for all 45 affected doctors working on that rota, following the same processes as described in paragraphs 23-37 above. Change to:	04/02/2026	4/2025

		Where at any point in the process of a work schedule review, either the doctor or the reviewer identifies issues or concerns that may affect more than one doctor working on a particular rota, it may be appropriate to review other schedules forming part of that rota. In this case, such reviews should be carried out jointly with all affected doctors and, where appropriate, changes may be agreed to the working pattern for all affected doctors working on that rota.		
197	*Schedule 6, para 6*	Change: Where a lead employer arrangement exists, the guardian role will be established in host employers, and the arrangements made clear in the memorandum of understanding between the lead and host organisations. The host guardian shall ensure information is available to the host organisation board, and the lead employer guardian must see guardian reports for all of the doctors under their employment. Change to: Where a lead employer arrangement exists in hospital settings, the Guardian of safe working hours role will be established in host employers, and the arrangements made clear in the memorandum of understanding between the lead and host organisations. The host Guardian of safe working hours shall ensure information is available to the host organisation board, and the lead employer Guardian of safe working hours must see Guardian of safe working hours reports for all of the doctors under their employment.	04/02/2026	4/2025
198	*Schedule 6* *Para 7*	Change: Where lead employer arrangements exist for GP trainees, the lead employer is responsible for appointing the guardian, who must either be familiar with the issues faced by GPs working in a practice setting or have access to support and advice on such issues. Where lead employer arrangements are not in place and GP trainees are directly employed by practices, the responsibility for appointing the independent guardian rests with the employing practices. Employing practices with fewer than 10 GP trainees must either (a) jointly appoint an independent guardian with another similar employer or employers with fewer than 10 GP trainees such that an appointed guardian has responsibility for a minimum of ten trainees or (b) must enter into a contract with a neighbouring trust or foundation trust to provide the guardian function for the employer. Change to: Where lead employer arrangements exist in community settings, including GP trainees and	04/02/2026	4/2025

		public health registrars, the lead employer is responsible for appointing the Guardian of safe working hours and holds responsibility for the exception reporting process.		
199	*New- Schedule 6, para 11*	Added: Where an employer is unable to appoint to a Guardian of safe working hours role they must ensure that alternative arrangements are in place. These arrangements should be jointly produced with LNC and/or RDF and are intended to be interim arrangements with the aim of appointing a Guardian of safe working hours at the earliest possible opportunity.	04/02/2026	4/2025
200	*Schedule 6, para 10, now 12*	Change: The guardian shall: a. act as the champion of safe working hours for doctors in approved training programmes b. provide assurance to doctors and employers that doctors are safely rostered and enabled to work hours that are safe and in compliance with Schedules 3, 4 and 5 of these terms and conditions of service c. receive copies of all exception reports in respect of safe working hours. This will allow the guardian to record and monitor compliance with the terms and conditions of service 48 d. escalate issues in relation to working hours, raised in exception reports, to the relevant executive director, or equivalent, for decision and action, where these have not been addressed at departmental level e. require intervention to mitigate any identified risk to doctor or patient safety in a timescale commensurate with the severity of the risk f. require a work schedule review to be undertaken, where there are regular or persistent breaches in safe working hours, which have not been addressed g. have the authority to intervene in any instance where the guardian considers the safety of patients and/or doctors is compromised, or that issues are not being resolved satisfactorily; and h. distribute monies received as a consequence of financial penalties to improve the training and service experience of doctors Change to: The Guardian of safe working hours shall: a. act as the champion of safe working hours for doctors in approved training programmes b. provide assurance to doctors and employers that doctors are safely	04/02/2026	4/2025

		rostered and enabled to work hours that are safe and in compliance with Schedules 3, 4 and 5 of these terms and conditions of service c. receive copies of all exception reports in respect of safe working hours. This will allow the Guardian of safe working hours to record and monitor compliance with the terms and conditions of service d. escalate issues in relation to working hours, raised in exception reports, to the relevant executive director, or equivalent, for decision and action, where these have not been addressed at departmental level e. require intervention to mitigate any identified risk to doctor or patient safety in a timescale commensurate with the severity of the risk f. require a work schedule review to be undertaken, where there are regular or persistent breaches in safe working hours, which have not been addressed g. have the authority to intervene in any instance where the Guardian of safe working hours considers the safety of patients and/or doctors is compromised, or that issues are not being resolved satisfactorily; and h. distribute monies received as a consequence of financial penalties to improve the training and service experience of doctors. i. oversee quarterly surveys of breach of 'access and completion', 'information breach' and actual or threatened detriment regarding exception reporting. Results will be included in the Guardian of safe working hours' quarterly report.		
201	*New- Schedule 6, para 13*	Added: In parallel to the review process set out in Annex D for individual exception reports relating to additional hours worked, the Guardian of safe working hours will have access to all exception reports and will review and scrutinise exception reporting patterns to ensure reports are accurate, valid and adhere with the purpose of exception reporting. If during this review and scrutiny of exception reports the Guardian of safe working hours has concerns over the accuracy, validity or appropriateness of exception reports, then they should discuss these concerns with the relevant doctors in accordance with the following process. Contact of a doctor via this process below will not incur an information breach fine. a. The Guardian of safe working hours will discuss their concerns with any doctor involved to understand patterns in the submitted exception reports	04/02/2026	4/2025

		and ensure that necessary measures are in place to support safe working practices for the doctor. b. If following this conversation, the Guardian of safe working hours has further concerns including, for example, about whether all hours reported were worked, the Guardian of safe working hours may ask the doctor to nominate a regulated clinical professional working at the same site or clinical context, to affirm that the claimed hours were worked. The doctor may choose to decline this request. If the nominated professional can verify the claimed hours, this process will conclude. c. If the Guardian of safe working hours has persistent concerns, or the doctor declines to nominate, the Guardian of safe working hours may make contact with a senior clinician in the department to affirm the accuracy of the reported additional hours worked. The Guardian of safe working hours should make every effort to mutually agree with the doctor an appropriate senior clinician to provide relevant information. d. If the senior clinician can verify the claimed hours, this process will conclude. e. If the senior clinician in the department is unable to verify the additional hours worked stated within the relevant exception reports, then the Guardian of safe working hours can choose to take action to escalate, following local processes and procedures. In the event there are safeguarding public funds concerns relating to exception reporting, escalation should follow the usual local processes and procedures		
202	*New- Schedule 6, para 14*	Added: The Guardian of safe working hours' quarterly report (including annual summary reports) will be standardised to a national template jointly produced in guidance to allow central data processing.	04/02/2026	4/2025
203	*Schedule 6, para 11, now 15*	Change: The guardian reports to the Board of the employer (and host organisation, if appropriate), directly or through a committee of the Board, as follows: a. The Board must receive a Guardian of Safe Working Report no less than once per quarter. This report shall also be provided to the JLNC, or equivalent. It will include data on all rota gaps on all shifts.	04/02/2026	4/2025

		b. A consolidated annual report on rota gaps and the plan for improvement to reduce these gaps shall be included in a statement in the Trust's Quality Account, which must be signed off by the trust chief executive. This report shall also be provided to the JLNC, or equivalent. c. Where the guardian has escalated a serious issue in line with paragraph 10(d) above and the issue remains unresolved, the guardian must submit an exceptional report to the next meeting of the Board. d. The Board is responsible for providing annual reports to external bodies as defined in these terms and conditions, including Health Education England (Local office), Care Quality Commission, General Medical Council and General Dental Council. Change to: The Guardian of safe working hours reports to the Board of the employer (and host organisation, if appropriate), directly or through a committee of the Board, as follows: a. The Board must receive a *Guardian of Safe Working Report* no less than once per quarter. It will include data on; summary of reports submitted (inclusive of their type and outcomes), safe working hour breaches, missed break breaches, information breaches, 'access and completion' breaches, all rota gaps on all shifts, as well as detriment and perceived detriment (collected via survey) experienced by doctors in relation to exception reporting. This report must be sent directly to; the JLNC, the LNC chair, at least one nominated LNC resident doctor, and to relevant RDF representatives upon completion. All quarterly reports must be made available to all national stakeholders listed in paragraph 15d below, as well as the BMA or other recognised trade unions. In addition, all quarterly reports must be publicly accessible online within one month after the report has been created. b. A consolidated annual report on rota gaps and the plan for improvement to reduce these gaps shall be included in a statement in the Trust's Quality Account, which must be signed off by the trust chief executive. This report shall also be provided to the JLNC, or equivalent. c. Where the Guardian of safe working hours has escalated a serious issue in line with paragraph 12(d) above and the issue remains unresolved, the Guardian of safe working hours must submit an exceptional report to the next meeting of the Board.		

		The Board is responsible for providing annual reports to external bodies as defined in these TCS, including NHS England (Local office), Care Quality Commission, General Medical Council and General Dental Council.		
204	*Schedule 6* *Para 12, now 16*	Change: There may be circumstances where the guardian identifies that certain posts have issues that cannot be remedied locally, and require a system-wide solution. Where such issues are identified, the guardian shall inform the Board. The Board will raise the system-wide issue with partner organisations (e.g. Health Education England, NHS England, NHS Improvement) to find a solution. Change to: There may be circumstances where the Guardian of safe working hours identifies that certain posts have issues that cannot be remedied locally, and require a system-wide solution. Where such issues are identified, the Guardian of safe working hours shall inform the Board, as well as the LNC. The Board will raise the system-wide issue with partner organisations (e.g. NHS England) to find a solution.	04/02/2026	4/2025
205	*New- Annex D* *para 1*	Added: To maintain financial standards, there needs to be a robust sign-off process, but the perceived retrospective merits of the doctors' decision to work the additional hours should not be considered when determining whether to make payment for the additional hours.	04/02/2026	4/2025
206	*New- Annex D* *para 2*	Added: All exception reports must be reviewed independently of budgetary constraints.	04/02/2026	4/2025
207	*New- Annex D* *para 3*	Added: The process set out for this sign off stage must occur for all exception reports related to additional hours worked. Exception reports must only be subject to further review beyond this stage if not compliant with the specific conditions set out in paragraph 13 below.	04/02/2026	4/2025

208	*New- Annex D para 4*	Added: In the temporary absence of an appropriate HR actioner, their exception reporting related duties must be delegated to a nominated HR deputy, a member of the Guardian of safe working hours' support staff, or the Guardian of safe working hours.	04/02/2026	4/2025
209	*New- Annex D para 5*	Added: Wherever possible, HR involved in the exception reporting process should not be co-located with the clinical workforce.	04/02/2026	4/2025
210	*New- Annex D para 6*	Added: When HR has approved an exception report for payment, they will send the necessary information to payroll. Payroll will process the payment to complete the exception report.	04/02/2026	4/2025
211	*New- Annex D para 7*	Added: This process must occur for all exception reports related to additional hours worked.	04/02/2026	4/2025
212	*New- Annex D para 8*	Added: In addition to those mandatory fields outlined in Schedule 05 paragraph 14, a submitted exception report must contain, or be associated with, the following information to evidence that work was performed: i. The doctor's live rota. Current rota information must be accessible to the actioner for these checks. ii. Electronic evidence of time, date and location of the occurrence (e.g. a timestamped location).	04/02/2026	4/2025
213	*New- Annex D para 9*	Added: For Non-Resident On-Call and other off-site work, the requirement for location evidence in paragraph 8ii above does not apply. Evidence of time and date may be required as described in jointly produced guidance.	04/02/2026	4/2025
214	*New- Annex D para 10*	Added: In the absence of an available exception reporting software, employers must provide the option of an email address that can receive the evidence in paragraph 8i and 8ii above. A doctor may raise the absence of this fallback as an inability to complete, as per Schedule 5 paragraph 20.	04/02/2026	4/2025

215	*New- Annex D para 11*	Added: In the event that time and location evidencing has been facilitated by employers, but a doctor declines, or was unable to do so, they may substitute paragraph 8ii with written electronic corroboration of exception report details, by another regulated clinical professional, but this corroboration cannot be made a default requirement.	04/02/2026	4/2025
216	*New- Annex D para 12*	Added: Within 7 calendar days (10 calendar days until 4 August 2026) of receiving an exception report, HR must cross-check the information required in paragraph 8 above for accuracy, and if accurate, approve. If the information required in paragraph 8 above is inaccurate or absent, they will follow the HR clarification stage below.	04/02/2026	4/2025
217	*New- Annex D para 13*	Added: HR will contact the doctor via email, or the relevant exception reporting software for that doctor, to clarify the inaccuracies provided. Guidance will be provided to support this. a. In response, the doctor may then: i. correct the error, inaccuracy or provide the absent information and resubmit the exception report to HR ii. acknowledge the error and withdraw the exception report iii. clarify and confirm the accuracy of the information provided within the exception report b. When the doctor rectifies issues identified in an exception report, as per paragraph 13ai above, HR will review the exception report for payment or time-off-in-lieu as per paragraph 8. c. If a doctor states that their exception report is accurate (and is continuing to pursue their claim), as per paragraph 13aiii above, and HR has rejected its approval following the doctor's clarification, HR will escalate to Guardian of safe working hours review stage.	04/02/2026	4/2025

218	*New- Annex D para 14*	Added: A doctor can choose to withdraw from the exception reporting process at any point in the process. All exception reporting data, including those which have been withdrawn, will be retained for the Guardian of safe working hours to allow them to perform their role in checking for potential safety implications, and reporting in the Guardian of safe working hours' Quarterly Report.	04/02/2026	4/2025
219	*New- Annex D para 15*	Added: The process set out for this review stage should only occur in circumstances described in paragraph 13c above. i. HR will contact the Guardian of safe working hours to request that they review the exception report in question submitted by the doctor. ii. Following the review of the exception report, the Guardian of safe working hours may then: a. Instruct HR to approve the exception report if they believe the evidence is accurate. b. Discuss with HR and potentially contact the doctor (without requiring an in-person meeting) to discuss the exception report. Following this discussion, the Guardian of safe working hours will then either: c. Instruct HR to complete the exception report as approved as appropriate. d. Instruct HR to reject the exception report.	04/02/2026	4/2025
220	*New- Annex D para 16*	Added: Reports of a solely educational nature must be sent only to the Director of Medical Education, or their deputies, and may be reviewed by the Guardian of safe working hours.	04/02/2026	4/2025
221	*New- Annex D para 17*	Added: If during the review of an exception report for additional hours worked, HR or the Guardian of safe working hours identifies an educational component to the exception report, they must obtain the doctor's explicit consent before sharing the details of the exception report with the DME.	04/02/2026	4/2025

222	*New- Annex D para 18*	Added: The DME may take action with the doctor's consent to replace or reinstate any missed educational opportunities and recommend whether further improvements to the doctor's training experience are required.	04/02/2026	4/2025
223	*New- Annex D para 19*	Added: When an exception report outcome of time off in lieu is granted, a notice will be sent to the doctor containing: i. An identifier for the exception report ii. The date of approval of award iii. The duration of time off in lieu awarded iv. the deadline to contact their clinical team, which is either: • 10 calendar days • or as mandated by a breach of rest requirements, as per Schedule 2 paragraph 74.	04/02/2026	4/2025
224	*New- Annex D para 20*	Added: The doctor must contact (preferably by email) an appropriate individual to share the award within the time specified in paragraph 19. iv, to action on behalf of their clinical team.	04/02/2026	4/2025
225	*New- Annex D para 21*	Added: When a doctor shares a time off in lieu award with their clinical team within 10 calendar days of award, time off in lieu must be mutually agreed and scheduled within 7 calendar days (10 calendar days until 4 August 2026) to a future shift in the doctor's working pattern in the same placement.	04/02/2026	4/2025
226	*New- Annex D para 22*	Added: If a doctor shares a time off in lieu award more than 10 calendar days after the award, clinical teams are encouraged but not mandated to facilitate its allocation.	04/02/2026	4/2025
227	*New- Annex D para 23*	Added: Where the award is within 10 calendar days of the end of a doctor's placement or employment, time off in lieu cannot be transferred to a subsequent placement, or employer, and clinical teams are encouraged but not mandated to facilitate its allocation.	04/02/2026	4/2025

228	*New- Annex D para 24*	Added: Solely in the specific cases of paragraphs 22 and 23, when time off in lieu is not facilitated by clinical teams, these teams must notify both the doctor and HR that the award must be converted to payment. Such notification must occur within 10 days of the award being shared by a doctor, and subsequent payment should occur within the timeframes specified in Schedule 2, paragraph 78.	04/02/2026	4/2025
229	*New- Annex D para 25*	Added: Other than in paragraphs 22 or 23, time off in lieu resulting from exception reporting must be facilitated by clinical teams. After taking time off in lieu, doctors must record its completion. A doctor may escalate to the Guardian of safe working hours for remediation if these time limits are breached, or if agreed time off in lieu is subsequently not facilitated, to ensure that appropriate time off in lieu is granted.	04/02/2026	4/2025
230	*New- Annex D para 26*	Added: Identifiable data (specifically identifying the individual) related to number or content of exception reports for additional hours worked may only be shared to or accessed by HR, Guardian of safe working hours, their nominated deputies and payroll. Unless the doctor has given their explicit consent.	04/02/2026	4/2025
231	*New- Annex D para 27*	Added: To protect doctors, exception reporting data must be treated as confidential and cannot be accessed, shared or requested to be shared without the doctor’s explicit consent, outside the specific pathways listed in these TCS and in jointly produced guidance.	04/02/2026	4/2025
232	*New- Annex D para 28*	Added: Personally identifiable data related to exception reporting must not be shared without the doctors' specific consent, except where a senior manager or member of the board of directors is presented with an overriding public interest or has a legal obligation. In such cases, the Guardian of safe working hours must be notified of the action taken by the employer. The affected doctor should be notified of this action as soon as practically possible, and the number of such disclosures must be presented in the Guardian of safe working hour's Quarterly Report in a manner that preserves a doctors' anonymity.	04/02/2026	4/2025

233	*New- Annex D para 29*	Added: The list of individuals, in accordance with the criteria of paragraph 26 above, with direct access to a doctor's exception reporting data must be shared with a doctor via email, or the relevant exception reporting software for that doctor, at onboarding and when new individuals are granted access.	04/02/2026	4/2025
234	*New- Annex D para 30*	Added: Non-identifiable data derived from exception reports may be shared for audit and financial purposes to appropriate recipients. Financial data that could identify a doctor as having exception reported may be used for normal financial management and audit purposes but cannot include the exception report number or content. There are no restrictions on access to exception reporting data for those whose job roles are related to professional auditing.	04/02/2026	4/2025
235	*New- Annex D para 31*	Added: For educational exception reports, an individual doctor's exception reporting data can only be shared with the Director of Medical Education (or nominated deputies), and the Guardian of safe working hours. For academic trainees, the data can be shared at the doctor's discretion with a nominated academic supervisor. a. If remediation of an educational opportunity is possible, the DME may share further information as required for that purpose conditional on the individual doctor's consent.	04/02/2026	4/2025
236	*New- Annex D para 32*	Added: Any sharing of personally identifiable exception reporting data by HR, beyond what is specified in paragraphs 26 and 28 above, shall incur an information breach fine, as set out in Schedule 5, paragraph 25.	04/02/2026	4/2025
237	*New- Annex D para 33*	Added: Proven breaches of the confidentiality of exception reporting data will be subject to an information breach fine.	04/02/2026	4/2025
238	*New- Annex D para 34*	Added: A doctor may report suspected information breach to the Guardian of safe working hours for investigation. If proven, the Guardian of safe working hours must levy an information breach fine per instance per doctor. A doctor reporting a suspected breach may be invited to provide additional details on the information breach and may decline.	04/02/2026	4/2025

239	*New- Annex D para 35*	Added: An instance of information breach is described as follows: a. If multiple doctors are affected in a single unauthorised exception reporting data disclosure, a separate penalty will be applied for each affected doctor. b. If multiple unauthorised exception reporting data disclosures occur over time related to a single doctor, a separate penalty will be applied for each individual instance. c. If information related to multiple exception reports from a single doctor is leaked to multiple individuals in a single instance, a single penalty will be applied for that instance.	04/02/2026	4/2025
240	*New- Annex D para 36*	This Annex forms part of the 2016 TCS, and for the avoidance of doubt, any parts of it which are capable of creating legally binding contractual obligations are intended to do so. Any subsequent revisions to this Annex will require collective agreement between NHS Employers and the British Medical Association before any such changes can be reflected in these TCS.	04/02/2026	4/2025