Dear Colleague

PAY AND CONDITIONS OF SERVICE FOR HOSPITAL MEDICAL AND DENTAL STAFF AND DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

Executive Summary

1. This circular authorises changes with effect from 1 December 2000 to the national terms and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service. Attached to this circular are details of amendments to the terms and conditions of service (Annex B), along with a new model contract for junior doctors (Annex C). Details of amendments to the terms and conditions of service of doctors in public health medicine and the community health service will follow in further guidance.

Action

2. Trusts and Health Boards are asked to ensure that

- immediate arrangements are made to transfer existing doctors from their current contracts, expressed in terms of basic salary plus ADHs, to the new structure comprising basic salary plus banding supplements where applicable.

- the new contract and pay structure is implemented immediately, and new contracts are issued to all doctors in training no later than 30 March 2001.

- any retrospective payments are made at the new rate.

16 February 2001

Addresses

For action

Chief Executives, NHS Trusts
Finance Directors, NHS Trusts
HR Directors, NHS Trusts
General Managers of Health Boards

For information:

General Manager, Common Services Agency
General Manager, State Hospitals Board for Scotland
Executive Director, Scottish Council for Postgraduate Medical and Dental Education

Enquiries to:

Mr K Hanlon
Directorate of Human Resources
Room GW.15
St Andrew's House
EDINBURGH EH1 3DG

Tel: 0131-244 3572
Fax: 0131-244 2837
3. Details of what is required are set out below in the attached appendix and annexes.

Yours sincerely

STUART ROBINSON
Directorate of Human Resources
DIRECTION

Scottish Ministers, in exercise of the powers conferred on them by section 105(7) of, and paragraph 5 of Schedule 1 and paragraph 7 of Schedule 5 to, the National Health Service (Scotland) Act 1978, hereby gives to Health Boards and Trusts and to the Common Services Agency the following Direction:

Hospital medical and dental staff and doctors in public health medicine and the community health service shall be paid the appropriate rates relating thereto which were approved by Scottish Ministers on 1 December 2000 in NHS Circular PCS(DD)2001/3 with effect from 1 December 2000.

STUART ROBINSON
(A member of the staff of Scottish Ministers)
(Directorate of Human Resources)

Scottish Executive
Health Department
St Andrew’s House
EDINBURGH
EH1 3DG
16 February 2001
Scottish Ministers, in exercise of the powers conferred on them by regulations 2 and 3 of the National Health Service (Remuneration and Conditions of Service) (Scotland) Regulations 1991 hereby approves the agreement of the Joint Negotiating Committee for Hospital Medical and Dental Staff and the Joint Negotiating Body for Doctors in Public Health Medicine and the Community Health Service to the amendments to the Handbook of the Terms and Conditions of Service for Hospital Medical and Dental Staff and to the Handbook of the Terms and Conditions of Service for Doctors in Public Health Medicine and the Community Health Service set out in Annex B to the NHS Circular PCS(DD)2001/3 dated 16 February 2001.

This approval has effect from 1 December 2000.

STUART ROBINSON
(A member of staff of Scottish Ministers)
(Directorate of Human Resources)

Scottish Executive
Health Department
St Andrew’s House
EDINBURGH
EH1 3DG
16 February 2001
APPENDIX

Agreement

1. Following discussion in the Joint Negotiating Committee for Hospital Medical and Dental staff, Scottish Ministers have approved the attached amendments to the National Pay and Terms and Conditions of Service of Hospital Medical and Dental staff. The amendments should be incorporated in the relevant staff handbook and registered as Amendment No 17 from 1 December 2000 (Hospital Staff).

New Pay Arrangement

2. From 1 December 2000, the Additional Duty Hours (ADH) pay system will be replaced with a pay banding system. The bands reflect whether the post is compliant with the hours controls and rest periods in the juniors New Deal, and also whether the doctor works up to 40, 48 or 56 hours a week, the type of working pattern, the frequency of extra duty and the unsocial nature of the working arrangements.

3. The agreement covers both full time doctors and dentists in training, and flexible trainees in posts and placements in the Hospital and Community Health Service (HCHS), including Public Health medicine trainees. These posts or placements are in the training grades of PRHO, HO, SHO, SpR (including Registrars and Senior Registrars).

How the system will work

4. Full time doctors whose entire working week consists of 40 hours between 8am and 7pm, Monday to Friday, will receive no additional supplement and their post will therefore not be allocated to one of the bands below.

5. For doctors contracted full time there are three bands in the new system:

   • Band 3 will include all juniors whose posts are non-compliant with the hours limits and/or the rest requirements of the New Deal, as stipulated in MEL(1999)40, modified by agreement on weekend rest periods.

   • Band 2 will include all juniors whose posts are compliant with the New Deal and who work over 48 hours and up to and including 56 hours of actual work per week.

   • Band 1 will include all juniors whose posts are compliant with the New Deal and who work up to and including 48 hours of actual work per week.

6. Band 2 is split into Bands 2A and 2B, and Band 1 is split into Bands 1A, 1B and 1C:

   • Bands 2A and 1A will include all juniors who, within their respective hours’ limits, work the most frequently and at the most unsocial times, as defined by the banding criteria.

   • Bands 2B and 1B will include all juniors who, within their respective hours’ limit, work less frequently and at less unsocial times.
• Band 1C will include all juniors working on a low frequency on-call rota from home.

7. The total salary of junior doctors will comprise a base salary to which a supplement, calculated as a proportion of the base salary, will be added according to the band to which the doctor is allocated, as set out below. Figures in brackets show total salary expressed as a multiple of base salary:

<table>
<thead>
<tr>
<th>Band/Date</th>
<th>1 December 2000</th>
<th>1 December 2001</th>
<th>1 December 2002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 3</td>
<td>62% (1.62)</td>
<td>70% (1.7)</td>
<td>100% (2.0)</td>
</tr>
<tr>
<td>Band 2A</td>
<td>50% (1.5)</td>
<td>60% (1.6)</td>
<td>80% (1.8)</td>
</tr>
<tr>
<td>Band 2B</td>
<td>42% (1.42)</td>
<td>42% (1.42)</td>
<td>50% (1.5)</td>
</tr>
<tr>
<td>Band 1A</td>
<td>42% (1.42)</td>
<td>42% (1.42)</td>
<td>50% (1.5)</td>
</tr>
<tr>
<td>Band 1B</td>
<td>30% (1.3)</td>
<td>30% (1.3)</td>
<td>40% (1.4)</td>
</tr>
<tr>
<td>Band 1C</td>
<td>20% (1.2)</td>
<td>20% (1.2)</td>
<td>20% (1.2)</td>
</tr>
</tbody>
</table>

Pay banding arrangements for flexible trainees

8. Flexible trainees will no longer be paid on a simple pro rata equivalent of their full time colleagues. The exception will be those flexible trainees who perform all their duty between 8am and 7pm Monday to Friday, who will be paid in a pro rata system (see Band FC below).

9. If a flexible trainee works in a post that does not comply with the New Deal, they will meet the criteria for Band 3 and will receive the full base salary and supplement for that band with no pro rata reductions.

10. If a flexible trainee does 40 hours of actual work per week or more they will be treated exactly the same as a full time trainee. This means that they will be allocated to a band using the same criteria as full timers and will receive the full base salary and supplement for that band with no pro rata reduction.

11. An additional band (Band F) has been created to accommodate flexible training within the banded system. Band F will be for flexible trainees who do less than 40 hours of actual work per week.

12. Band F is split into Band FA, FB and FC, according to hours and patterns of work criteria.

• Band FA - flexible trainees with more than one third of duty hours outside the period 7am to 7pm Monday to Friday, or working 1 in 5 weekends or more frequently, or working an on-call rota frequency of 1 in 10 or more frequently with prospective cover, will receive a full base salary and supplement of 25% (= 1.25 x base salary).
• **Band FB** - all other flexible trainees with duty outside the period 8am to 7pm Monday to Friday, will receive a full base salary and supplement of 5% (= 1.05 x base salary).

• **Band FC** - flexible trainees with no duty at all outside the period 8am to 7pm Monday to Friday, will be paid a pro rata of the base pay, according to the following formula: \( \text{hours of duty}/40 \times \text{base pay} \). All duty hours will be taken into account, not just contracted 'sessions'.

<table>
<thead>
<tr>
<th>Band</th>
<th>1 Dec 2000 onwards</th>
</tr>
</thead>
<tbody>
<tr>
<td>FA</td>
<td>25% (1.25)</td>
</tr>
<tr>
<td>FB</td>
<td>5% (1.05)</td>
</tr>
</tbody>
</table>

• The supplement will be paid in full, not adjusted in any way according to a proportion of full time salary, (e.g. Band FB has a supplement of 5%, which means the salary will be 1.05 x full base salary for all flexible trainees in that band).

**Mutual obligation to monitor hours**

13. From 1 December 2000 there will be a contractual obligation on employers to monitor junior doctors’ New Deal compliance and the application of the banding system, through robust local monitoring arrangements supported by national guidance, and on individual junior doctors to co-operate with those monitoring arrangements.

14. These arrangements will be subject to:

- review by the Implementation Support Group; and

- for employers, the performance management systems.

15. In practice, if either the employer or the employee is not fulfilling their obligations, this could affect the means of determining pay banding and lead to financial and contractual uncertainty.

16. Trusts will need to ensure they collect and analyse data sufficient to implement the new pay banding and junior’ contract from 1 December 2000, and to build on this for the future for reassessing hours’ compliance and/or resolving pay or contractual disputes. At the employer’s reasonable request, junior doctors, in turn, will be responsible for recording data on hours worked, and forwarding that data, in accordance with the guidance “Junior Doctors’ Hours – Monitoring Guidance” at Appendix C of NHS HDL(2000)17.

17. Employing authorities must ensure that from 1 December 2000 posts in the PRHO, HO, SHO, SpR, R and SR grades comply with the contracted hours of duty detailed in paragraph 20 of the Terms and Conditions of Service. These are 72 hours for an on call rota (except under the English Clause where the maximum is 83 hours – English clause posts must be New Deal compliant in all other respects); 64 hours for partial shift and 56 hours for a full shift.
18. Employing authorities must ensure that practitioners in the HO and PRHO grades from 1 August 2001 and practitioners in the SR, SpR, R and SHO grades from 1 August 2003, comply with the controls on hours of actual work and rest detailed in paragraph 22.a of the Terms and Conditions of Service.

19. Junior doctors and their employers will work together to identify appropriate working arrangements or other organisational changes in working practice which move non-compliant posts to compliant and to comply with reasonable changes following discussion.

20. The objective of the contract is, over time, to reduce the hours worked by junior doctors. The changes in contractual terms must not be used as a justification to increase hours worked in any post. On and following implementation, any substantive change to working pattern of any existing post which may lead to an increase in the hours worked can only be introduced with the assent of the postholder and the approval of the Implementation Support Group. The nature of the approval system is contained in the implementation guidance contained in NHS HDL(2000)17.

**Mechanism for the allocation of banding**

21. All junior doctors will complete the banding questionnaire. All junior doctors sharing the same rota, shift or partial shift will be assigned the same banding. Where junior doctors do not have identical duties and responsibilities as the others on the rota or shift system, however, they should be assessed separately.

22. At this first phase, New Deal local implementation groups could be involved to help resolve difficulties and to ensure consistency.

23. Where agreement is reached on banding, the employer should notify the outcome in writing to the junior doctors concerned and any relevant consultants and clinical directors. Copies of all documentation should be available to the Implementation Support Group which will give its opinion in any case where there is a dispute or in other cases at its discretion. Where agreement cannot be reached during the initial phase, the parties will record the issues to be resolved.

24. If either party does not accept the Implementation Support Group’s opinion, there will be a right of appeal – on the grounds of fact – which will be the responsibility of the employer to operate fairly and transparently. Appeals will be heard by a local trust committee which should be convened as soon as possible and trusts are expected to do so while the doctors remain in post. The appeal panel should be constituted of two representatives of the trust nominated by the chief executive or the medical director (one of whom will chair the panel), a junior doctor representative from the trust (agreed with the junior doctor appellant) conversant with the working patterns involved, a junior doctor from a regional list supplied by the Scottish Junior Doctors Committee and an independent external assessor nominated by the Implementation Support Group. No member of the panel should have been involved in the original banding allocation decision. The decision of the panel is final. The effect of the decision will be backdated to the date of the change, or to 1 December, whichever is applicable.
Clinical Academics and other junior doctors who work for more than one employer

25. Academics and other junior doctors who work for more than one employer will normally receive their base salary from their main employer and previously received ADHs for out of hours work, either paid directly or recharged by the main employer. Under the new pay arrangements, where an academic or other junior doctor is working the same frequency of rota and/or length of hours as other junior doctors in the rota, the same system will operate, and these academic or other staff will receive the out of hours pay band supplement applicable to the rota or speciality in which they perform their out of hours duties. Where such doctors do not have identical duties and responsibilities to the rest of the doctors on the rota/shift system, they should be assessed separately taking into account the overall numbers of hours worked per week.

Protection of intensity payments

26. On 1 December 2000, where a post attracts a higher rate of ADH payment in recognition of excessive intensity under MEL(1996)23 or MEL(1998)40, then the post will attract the same overall salary for so long as it is more favourable than the national pay band allocation, until the intensity problem has been shown to be resolved. This will also apply where a claim with full supporting evidence has been lodged by 30 November 2000 in accordance with these circulars, which is later agreed.

Pay protection arrangements

27. Pay protection in compliant posts will apply from 1 December 2000 to a junior doctor whose total pay under the ADH system in the post they are occupying on 1 December 2000, or in any post in a rotation accepted before 1 December 2000 where a formal ADH assessment has been made, would be higher than that due under the new arrangements. Until 1 December 2003, pay protection will also apply to any post in a rotation accepted before 1 December 2000 where no formal assessment was made but where the post, at the time the junior doctor accepted the rotation, was paid at a higher rate under the ADH system than under the new arrangements when the junior doctor takes up post. For these purposes a rotation is a series of posts or placements forming part of a training programme which might be at PRHO, SHO or SpR level. Such a rotation may involve the trainee having a series of different employing trusts and contracts but will not involve a new appointment panel.

28. Where a junior doctor would have been entitled to claim for extra payment for over-intensive working under the ADH system according to MEL(1996)23 or MEL(1998)40, and where this payment would have resulted in a higher salary than that given by Band 3, the doctor will be entitled to a total supplement of 80% for as long as the working arrangement continues. This mechanism will continue until 1 December 2002 when Band 3 will give a supplement of 100%.

Pay protection arrangements for compliant posts after transition

29. For compliant posts/placements which are rebanded to a lower band, postholders shall have salary protected at the rate of the original band applicable at the time of rebanding on a mark time basis, ie for so long as it remains favourable, for the duration of the post/placement.
Salaries to be increased only to take account of increments in the base salary on the scale applicable at the time of appointment, excluding any changes to the supplement rate.

30. For rotations, future posts/placements which have been accepted by the appointee at a compliant band that are rebandied to a lower band shall have salary protected at the rate of the original band applicable at the time of rebanding on a mark time basis, ie for so long as it remains favourable, for the duration of the post/placement. Salaries to be increased only to take account of increments in the base salary on the scale applicable at the time of appointment, excluding any changes to the supplement rate.

Pay protection arrangements for non-compliant posts after transition

31. All posts which are non-compliant will be paid at the Band 3 rates applicable at the time.

32. For posts/placements which become compliant before 1 December 2002 postholders shall have salary protected at the Band 3 rate applicable at the time of rebanding on a mark time basis, ie for so long as it remains favourable, for the duration of the post/placement. Salaries to be increased only to take account of increments in the base salary on the scale applicable at the time of appointment, excluding any changes to the supplement rate.

33. For posts/placements which become compliant on or after 1 December 2002 postholders shall have salary protected at the Band 2A rate applicable at the time of rebanding on a mark time basis, ie for so long as it remains favourable, for the duration of the post/placement. Salaries to be increased only to take account of increments in the base salary on the scale applicable at the time of appointment, excluding any changes to the supplement rate.

34. For rotations, future posts/placements which have been accepted by the appointee at Band 3 that become compliant before 1 December 2002 shall have salary protected at the Band 3 rate applicable at the time of rebanding on a mark time basis, ie for so long as it remains favourable, for the duration of the post/placement. Salaries to be increased only to take account of increments in the base salary on the scale applicable at the time of appointment, excluding any changes to the supplement rate.

35. For rotations, future posts/placements which have been accepted by the appointee at Band 3 that become compliant on or after 1 December 2002 shall have salary protected at the Band 2A rate applicable at the time of rebanding on a mark time basis, ie for so long as it remains favourable, for the duration of the post/placement. Salaries to be increased only to take account of increments in the base salary on the scale applicable at the time of appointment, excluding any changes to the supplement rate.

36. A joint review by the Scottish Executive and BMA of continuing non-compliance and pay protection arrangements will start in August 2002.
Mechanism for rebanding

37. **Stage one – Institute change in working practice**

To institute change in working practice, the employer must:

- Consult the postholders and obtain the agreement of the majority participating in the rota;
- Obtain agreement from the Postgraduate Dean for education purposes;
- Submit details of the new rota to the regional Implementation Support Group for information and invited comment.

**Stage two – Monitoring of working pattern**

Such Monitoring must comply with the principles set out in HDL(2000)17 and be subject to validation by local junior doctor representatives and the Implementation Support Group.

**Stage three – Written notification of monitoring outcome**

**Stage four – Approval mechanism to change band**

The following information must be sent to the Implementation Support Group:

- Details of the change in work practice;
- Monitoring data;
- Agreement of postholder;
- Agreement of the Postgraduate Dean.

**Stage five – Appeals mechanism (see above Mechanism for allocation of banding)**

**Calculation of maternity pay**

38. In accordance with paragraph 18 of General Whitley Council Section 6, transition to and changes in salary supplements under the new banding system will be treated in the same way as annual increments and pay awards for the purposes of calculating maternity pay.

**Pension arrangements**

**Pensionable Pay**

39. When assessing pensionable pay for NHS Scheme purposes, under the new arrangements effective from 1 December, only basic pay (1.0) for a maximum of 40 hours duty per week counts (1.0 being the basic whole time pay before any supplement is added). Pay supplements over and above basic pay (1.0) are non pensionable.
For doctors contracted to work 40 or more hours of duty per week, pensionable pay for both contributions and benefits purposes must be based on their actual whole-time basic pay (1.0) only.

For doctors contracted to work less than 40 hours of duty per week, pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, contributions must also be paid on any additional hours of duty a doctor works between their contracted hours and a maximum of 40 hours per week and employers must make arrangements to track and record these additional hours for pension purposes. For benefits purposes, a notional whole-time equivalent figure equal to the whole-time basic pay for 40 hours duty per week (1.0) must always be used.

Membership

When assessing the hours of duty worked for NHS Scheme reckonable membership purposes, up to 40 hours per week will count.

Doctors contracted to work 40 or more hours of duty per week must be classified as whole-time in their NHS Scheme pension records, irrespective of their actual weekly total.

Doctors contracted to work less than 40 hours of duty per week, must be classified as part-time at the appropriate fraction, e.g. 32/40. However, any additional hours of duty a doctor works between their contracted hours and a maximum of 40 hours per week, must also be made pensionable and employers must make arrangements to track and record these additional hours for pension purposes.

Questions

If employers have any questions about the impact of the new pay system on the NHS Pension Scheme members and record keeping, please contact Gordon Taylor, at the Scottish Public Pensions Agency, on 0131 244 3255.

Implementation

Employers in NHS Trusts and Health Boards need to make immediate arrangements to transfer existing doctors in post from their current contracts, expressed in terms of base salary plus ADHs, to the new structure comprising base salary plus banding supplements where applicable.

The new rates came into effect on 1 December 2000 and the accompanying direction allows authorities to make retrospective payment at the new rates from that date.

Full guidance on action required and background information can be found on the Scottish Health on the Web (SHOW) Website at http://www.show.scot.nhs.uk/sehd. The appropriate Health Department Letter reference is HDL (2000) 17.
This covers:

- *The framework of the Junior Doctor Contract*
- *A general guide to the new pay system*
- *Monitoring Guidance*
- *Banding questionnaire for Junior Doctors*
- *New Deal Education & Training Guide*

**Model Contract**

49. The attached model contract has been revised to reflect the changes to the Terms and Conditions of Service.

**Locums**

50. The arrangements for calculating locum pay under the banding system, with effect from 1 December 2000, have been agreed and are attached at Annex A.

**Distribution**

51. Copies of this letter should be sent to Directors of Finance and Human Resources. Employers should provide locally any further copies they require.

**Action**

52. Chief Executives must ensure the new contract and pay structure is implemented immediately. Copies of this letter will be sent to Directors of Human Resources. A copy can also be obtained from the SHOW website at: http://www.show.scot.nhs.uk/sehd/sehd_publications.htm.

**Enquiries**

53. Doctors in training should direct all enquiries to their employing authorities and NHS Trusts. Any enquiries which cannot be resolved locally should be directed by the employer to the Scottish Executive Health Department Doctors Pay Policy Branch on (0131) 244 3572.
ANNEX A

Locum Pay from 1 December 2000

Band LA
Hourly rate for locum hours outside Monday to Friday 9am to 5pm, for shift working patterns 
= 1.62 x basic hourly rate*

Band LB
Hourly rate for locum hours outside Monday to Friday, 9am to 5pm, for on-call working patterns 
= 1.42 x basic hourly rate*

Band LC
Hourly rate for locum hours Monday to Friday, 9am to 5 pm, for all working patterns 
= 1.2 x basic hourly rate*

Band LL
Weekly rate for locum covering a post for one week or more+ 1.2 x total salary (basic salary* 
+ banding supplement) of the post being covered.

Mid-point of the grade salary scale ( SHOs this is the average between the third and four points)*

Junior doctors in Locum Appointment for Training (LAT) are excluded from this arrangement.

Junior doctors in Locum Appointment for Service (LAS) posts are to be paid under the banding system above, subject to review in August 2001.
ANNEX B

AMENDMENTS TO TERMS AND CONDITIONS OF SERVICE FOR
HOSPITAL MEDICAL AND DENTAL STAFF

Paragraphs 18 to 22, 65, 111 and 135
PRACTITIONERS IN THE GRADES OF SR, SpR, R, SHO, HO and PRHO

Paragraph 18

a. Practitioners in the grades of SR, SpR, R, SHO, HO and PRHO contract for:

(i) 40 hours per week (see paragraph 65 for part-time practitioners);
(ii) such further contracted hours as are agreed with the employing authority subject to the controls set out in paragraph 20 below;
(iii) exceptionally, duty in occasional emergencies or unforeseen circumstances (see paragraph 110).

b. Practitioners in these grades work on an on-call rota, partial shift, 24 hour partial shift, full shift or hybrid working arrangement. Controls on the contracted hours of duty for each of these working arrangements are set out in paragraph 20 below and employing authorities shall ensure that these controls are met. They shall keep the working and contractual arrangements under review to ensure that they remain in line with the demands of the post. Hours of duty include periods of formal and organised study (other than study leave), training, all rest while on duty, and prospective cover where applicable.

Definitions

Paragraph 19

For the purposes of paragraph 20 below the following definitions shall apply:

a. On-call rotas: Practitioners on on-call rotas usually work a set working day on weekdays, from Monday to Friday. The out-of-hours duty period is covered by practitioners working “on call” in rotation. Practitioners are rostered for duty periods of more than 24 hours. The frequency of on-call depends on the number of practitioners providing cover and is normally expressed as 1 in 4, 1 in 5, etc. Practitioners working on on-call rotas shall have adequate rest during a period of duty.

b. Partial shifts:

(i) On most weekdays practitioners on partial shifts work a normal day. But, at intervals, one or more practitioners will work a different duty for a fixed period of time, eg evening or night shifts. Practitioners can expect to work for a substantial proportion of the out-of-hours duty period, during which time they will expect to achieve some rest in addition to natural breaks. Practitioners will be rostered for duty periods of not more than 16 hours. Practitioners working on partial shifts shall have adequate rest during a period of duty;

(ii) 24 hour partial shifts: Weekdays are usually worked as normal days. In rotation, a duty period is rostered, not exceeding 24 hours including handovers, for the weekend and out-of-hours cover. Practitioners will be rostered for duty periods of more than 16 hours, but less than or equal to 24 hours. Practitioners working 24 hour partial shifts shall have adequate rest during a period of duty.
c. Full shifts: A full shift will divide the total working week into definitive time blocks with practitioners rotating around the shift pattern. Practitioners can expect to be working for the whole duty period, except for natural breaks. Practitioners will be rostered for duty periods that do not exceed 14 hours. Practitioners working on full shifts shall have adequate rest during a period of duty.

d. Hybrids: Working arrangements of two or more distinct working arrangements described in sub-paragraphs 19.a, b, c above. The different working arrangements must be worked either concurrently in the same rota or alternately within a time limit of up to one month. Practitioners working on hybrids shall have adequate rest during a period of duty.

Controls on Hours

Paragraph 20

The following controls on hours of duty shall apply to practitioners in the grades of SR, SpR, R, SHO, HO and PRHO working on-call rotas, partial shifts, 24 hour partial shifts, full shifts or hybrids (except in circumstances where they are acting up as a consultant):

a. On-call rotas:

(i) Employing authorities shall ensure that the maximum average contracted hours of duty for practitioners working on on-call rotas do not exceed 72 per week, including handovers at the start and finish of duty periods.

(ii) Practitioners in higher specialist training may contract for duty for up to a maximum average of 83 hours per week when it would be to the benefit of their training and they wish to do so, providing the proper supporting staff structure exists and providing the duties are not harmful either to the trainees or to patients.

(iii) Employing authorities shall ensure that no period of continuous duty for practitioners working on on-call rotas is longer than 32 hours during the week and 56 hours at the weekend;

(iv) Employing authorities shall ensure that practitioners working on on-call rotas have a minimum period of 12 hours off duty between periods of duty and one minimum continuous period off duty of 62 hours and one minimum continuous period off duty of 48 hours in every period of 21 days.

b. Partial Shifts and 24 Hour Partial Shifts: Employing authorities shall ensure that:

(i) The maximum average contracted hours of duty for practitioners working a partial shift or 24 hour partial shift do not exceed 64 per week, including handovers at the start and finish of shifts;
(ii) No period of continuous duty for practitioners working partial shifts is longer
than 16 hours, including the time required for handovers;

(iii) No period of continuous duty for practitioners working 24 hour partial shifts is
longer than 24 hours, including the time required for handovers;

(iv) Practitioners working partial shifts and 24 hour partial shifts have a minimum
period of 8 hours off-duty time between shifts; do not work more than 13 days
without a minimum period of 48 hours of continuous off-duty time; and have
one minimum continuous period off-duty of 62 hours and one minimum
continuous period off-duty of 48 hours in every period of 28 days.

Full Shifts: Employing authorities shall ensure that:

(i) The maximum average contracted hours of duty for practitioners working a full
shift do not exceed 56 per week including handovers at the start and finish of
shifts;

(ii) No period of continuous duty for practitioners working full shifts is longer than
14 hours, including the time required for handovers.

(iii) Practitioners working full shifts have a minimum period of 8 hours off duty
between shifts; do not work more than 13 days without a minimum period of
48 hours of continuous off-duty time; and have one minimum continuous
period off duty of 62 hours and one minimum continuous period off duty of 48
hours in every period of 28 days;

Hybrids: Employing authorities shall ensure that the maximum average contracted
hours of duty for practitioners working an hybrid arrangement do not exceed a point,
calculated as a proportion of the part that each arrangements makes to the hybrid,
between the average maximum contracted hours of duty for each of the working
arrangements which comprise the hybrid arrangement;

Hours protection: Following the changes in contractual terms on 1 December 2000,
any substantive change to the working arrangement of any existing post which might
lead to an increase in the number of hours of work can only be introduced with the
agreement of the practitioner in post and the approval of the Implementation Support
Group. The nature of the approval system is described in guidance contained NHS

Employing authorities must ensure that, from 1 December 2000, practitioners in the
SR, SpR, R, SHO, HO and PRHO grades comply with the controls on hours of duty
described in sub-paragraphs 20.a to d above (see paragraph 18.b above).

Employing authorities must ensure that practitioners in the HO and PRHO grades
from 1 August 2001 and practitioners in the SR, SpR, R and SHO grades from
1 August 2003, comply with the controls on hours of actual work and rest detailed in
sub-paragraph 22.a below.
h. Practitioners and their employing authority shall agree to work together to identify appropriate working arrangements or other organisational changes in working practice to ensure the controls on hours of duty, actual work and rest described in paragraphs 20 above and 22 below, and to comply with reasonable changes following these discussions; changes to working arrangements shall be monitored by the Implementation Support Group.

Payment

Paragraph 21

a. Full time practitioners in the grades of SR, SpR, R, SHO, HO and PRHO receive a base salary. An additional supplement will be paid according to one of the pay bands, in accordance with the assessment of their post as described in paragraph 22 below, at the rates set out in Appendix I.

b. For practitioners contracted to work 40 or more hours of duty per week, pensionable pay for contributions purposes must be based on the practitioner’s actual whole-time basic pay (1.0) only. Pay supplements over and above basic salary are non-pensionable.

Pay protection at transition

c. Pay protection in compliant posts will apply from 1 December 2000 to any junior doctor whose total pay under the ADH system (at current ADH percentages) in the post they are occupying on 1 December 2000, or in any post in a rotation accepted before 1 December 2000, where a formal ADH assessment has been made, would be higher than that due under the proposed new contractual arrangements.

d. Until 1 December 2003 pay protection will also apply to any post or placement in a rotation accepted before 1 December 2000 where no formal ADH assessment was made but where the post, at the time the junior doctor accepted the rotation, was paid at a higher rate under the ADH system than is the case under the new contractual arrangements when the junior doctor takes up the post.

e. On 1 December 2000, where a post attracts a higher rate ADH payment in recognition of excessive intensity, under MEL(1996)23 or MEL(1998)40, then the post shall attract the same overall salary for so long as it is more favourable until the intensity problem has been shown to be resolved. This shall also apply where a claim with full supporting evidence has been lodged by 30 November 2000 in accordance with these circulars.

Principles of pay protection

f. The principle of pay protection applies to practitioners in all bands for the duration of the post/placement or within a rotation subject to the conditions set out in sub-paragraphs 21.h to m.
Pay protection applies to the base salary on the scale plus the supplement in payment at the time the post or placement is rebanded. The salary shall be increased only to take account of increments in the base salary on the old scale.

**Pay protection in New Deal compliant posts**

**h.** Where a practitioner reaches agreement with his or her employing authority on a new or revised contract on or after 1 December 2000, the practitioner’s post shall be reassessed in accordance with paragraphs 19 to 23, effective for the date of the change. For so long as it is more favourable, and so long as the practitioner remains in the same post, the practitioner shall retain the overall salary applicable to the band he or she was placed in immediately before the change. The salary shall be increased only to take account of increments in the base salary on the old scale.

**i.** If a practitioner in a rotational appointment has accepted appointment to a future post in that rotation for which New Deal compliant pay band assessment has been made at the time of appointment to the rotation and the duties of that future post have been changed before the practitioner actually takes it up, then sub-paragraph 21.h shall apply, and the practitioner shall be treated as if he or she had already been occupying the post at the time of the change. If no assessment of the pay band has been made at the time of appointment then sub-paragraphs 21.c, d and e apply.

**Pay protection in New Deal non-compliant posts**

**j.** Where a New Deal non-compliant post/placement (pay band 3) becomes compliant before 1 December 2002, the practitioner shall retain the overall salary protected at the pay band 3 rate applicable at the time of rebanding, for so long as it is more favourable and for the duration of the post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

**k.** Where a New Deal non-compliant post/placement (pay band 3) becomes compliant on or after 1 December 2002, the practitioner shall have their salary protected at the pay band 2A rate applicable of rebanding, for so long as it is more favourable and for the duration of the post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

**l.** Where a future post/placement in a rotation, which has been accepted by the practitioner at pay band 3, becomes compliant before 1 December 2002, the practitioner when they take up that post/placement shall retain the overall salary protected at the pay band 3 rate applicable at the time of rebanding, for so long as it is more favourable and for the duration of that post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.

**m.** Where a future post/placement in a rotation, which has been accepted by the practitioner at pay band 3, becomes compliant on or after 1 December 2002, the practitioner when they take up that post/placement shall have their salary protected at the pay band 2A rate applicable at the time of the rebanding, for so long as it is more favourable and for the duration of that post/placement. The salary shall be increased only to take account of increments in the base salary on the old scale.
Definition

For these purposes a rotation is a series of posts or placements forming part of a training programme which might be at PRHO, SHO, or SpR level. Such a rotation may involve the trainee having a series of different employing trusts and contracts, but will not involve a new appointment panel.

Assessment of Pay Supplements

Para 22: Subject to paragraph 24 below, the assessment of pay supplements for staff in the grades of SR, SpR, R, SHO, HO and PRHO shall be made as follows:

a. Band 3 shall apply to full-time and part-time practitioners in posts which do not comply with the controls on hours of duty described in paragraph 20 above and with the controls on hours of actual work and rest described below (refer MEL(1999)40 and HDL(2000)17 including agreement to modify weekend rest requirements for on-call rotas) applicable to their working pattern.

(i) That practitioners working any of the working arrangements defined in paragraph 19 above work no more than 56 hours of actual work per week;

(ii) That practitioners working on on-call rotas have rest equivalent to at least one half of the out-of-hours duty period, with a minimum of 5 hours continuous rest between 10pm and 8am, on 75% of occasions when on-call;

(iii) For practitioners working at weekends on an on-call rota, if the agreed total rest expectation of 50% of the out-of-hours duty period within the duty period is achieved (see paragraph 22a.(ii) above), this is acceptable. For a weekend duty period of 9am Saturday to 5pm Monday, this would mean a total of 24 hours rest during that period; or

(iv) For practitioners working at weekends on an on-call rota, if the rest requirement equivalent to that for a weekday is achieved (8 hours for 24 hour period, 5 continuous between 10pm and 8am, on at least 75% of duty periods – see paragraph 22a.(ii) above), but the total rest does not meet the requirement for the weekend (at least 50% of the out of hours duty period on 75% of occasions – see paragraph 22a.(ii) above), the requirements for the controls on hours governing weekend rest will still be met if:

- “equivalent paid rest” is built into the rota for each weekend worked, in the form of working days or half days (to count as a day or half day on duty for total hours purposes - see HDL (2000) 17 Appendix B, part C). This rest should be taken by the end of the Monday of the following week (ie within 8 days).

However, in exceptional circumstances, the period of equivalent paid rest built into the rota may be taken at another time in the rota cycle.
This must be with the agreement of the individual trainee and apply to no more than 25% of weekends worked; and

- the employer clearly demonstrates that the post is fully compliant with all other aspects of the New Deal, including the 56 hours of actual work limit.

(v) That practitioners working partial shifts have rest for at least one quarter of the out-of-hours duty period on at least 75% of occasions; and where there is no out-of-hours duty that practitioners have natural breaks at any time during the whole of each duty period;

(vi) That practitioners working 24 hour partial shifts have 6 hours rest during the duty period with a minimum of 4 hours continuous rest between 10pm and 8am on at least 75% of occasions; and that practitioners are not on duty for more than four hours following the 16 hour period of out-of-hours duty, and the next duty period should not start until at least the beginning of the next normal working day.

(vii) That practitioners working full shifts shall have natural breaks as minimum rest during the whole of each duty period with at least 30 minutes continuous rest after approximately 4 hours continuous duty.

(viii) That practitioners working an hybrid arrangement shall receive the appropriate controls on hours described in paragraphs 20 and 22 above that applies to each of the working arrangements that comprise the hybrid arrangement.

b. Band 2A shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average more than 48 but less than or equal to 56 hours of actual work per week; and:

(i) to practitioners on on-call rotas who either work an on-call rota of 1 in 6 including prospective cover or more frequently, or who work 1 in 3 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on-call, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or

(ii) to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 3 weekends or more frequently.

c. Band 2B shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average more than 48 but less than or equal to 56 hours of actual work per week; and who do not fulfil the criteria for Band 2A described in sub-paragraph 22.b above.
d. Band 1A shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 48 hours or less of actual work per week; and:

(i) to practitioners on on-call rotas who work an on-call rota of 1 in 6 including prospective cover or more frequently; or

(ii) to practitioners on on-call rotas who either work an on-call rota of 1 in 8 including prospective cover or more frequently, or who work 1 in 4 weekends or more frequently; and who have an expectation that, for 50% or more of their out-of-hours duty periods, either they will work after 7pm and will be required, for clinical or contractual reasons, to be resident at their place(s) of work when on duty out-of-hours, or they will be non-resident and required to work, for clinical or contractual reasons, for 4 hours or more after 7pm; or

(iii) to practitioners on partial or full shifts or hybrid arrangements for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday; or who work 1 in 4 weekends or more frequently.

e. Band 1C shall apply to full-time and part-time practitioners who work within the controls on hours applicable to on-call rotas as described in sub-paragraphs 20.a and 22.a above, and who work on average 48 hours or less of actual work per week and, for part-time practitioners, more than 40 hours; and who work an on-call rota of 1 in 8 without prospective cover or less frequently and are not required to be resident, for clinical or contractual reasons, at their place(s) of work when on duty out-of-hours.

f. Band 1B shall apply to full-time and part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 48 hours or less of actual work per week and, for part-time practitioners, more than 40 hours; and who do not fulfil the criteria for Band 1A or 1C described in sub-paragraphs 22.d and e above.

g. Band FA shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and

(i) to practitioners who work an on-call rota of 1 in 10 including prospective cover or more frequently; or

(ii) to practitioners who work 1 in 5 weekends or more frequently; or

(iii) to practitioners for whom one third of their hours of duty fall outside the period 7am to 7pm Monday to Friday.

h. Band FC shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who do not undertake any work outside of 8am to 7pm, Monday to Friday.
i. Band FB shall apply to part-time practitioners who work within the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average less than 40 hours of actual work per week; and who undertake any out-of-hours work but who do not fulfil the criteria for Band FA as described in sub-paragraph 22.g above.

j. No supplement shall apply to full-time practitioners who work within all the controls on hours applicable to their working arrangement as described in paragraphs 20 and 22.a above, and who work on average 40 hours or fewer all between 8am to 7pm, Monday to Friday.

k. For the purposes of the assessment of pay supplements as described in sub-paragraphs 22.a to j above, the following definitions shall apply:

(i) Actual work: All hours of duty when practitioners are carrying out tasks for the employer, including periods of formal study/teaching. For the purposes of defining actual work after 7pm, work begins when a doctor is disturbed from rest and ends when that rest is resumed. This includes, for example, time spent waiting to perform a clinical duty and time spent giving advice on the telephone;

(ii) Rest: All time on duty when not performing or waiting to perform a clinical or administrative task, and not undertaking a formal educational activity; but including time spent sleeping. Natural breaks do not count as rest;

(iii) Weekend: When the practitioner is on duty at any time during the period from 7pm Friday to 7am Monday;

(iv) 1 in x on-call rota: For example: if six practitioners share a rota equally between them, but locums are employed for leave, this is a 1 in 6 rota without prospective cover. This means each practitioner will, for the whole duration of their contract or placement, work less than one-sixth of all on-call duty periods unless they do not take any leave. If, for example, six practitioners share a rota equally between them and cover each other’s leave, this is a 1 in 6 with prospective cover. The contribution of non-training grades and flexible trainees in the frequency of on-call rotas should be taken into consideration.

(v) Prospective cover: When the practitioner is contracted to provide internal cover for colleagues when they are on annual and/or study leave, ie if no locums are provided. Prospective cover is also in operation when on-calls are required to be swapped when taking leave or when leave is fixed in advance. When a practitioner not on the rota acts as a “floater”, ie covering any practitioners on the rota who are away on holiday, prospective cover is not in operation.

l. Where either the employing authority or the practitioner rejects the opinion of the Implementation Support Group in any case where there is a dispute regarding the allocation of posts to pay bands or in cases where the Implementation Support Group finds it necessary to intervene, there is a right of appeal:
(i) Appeals shall be heard by a local committee that shall be convened as soon as possible and employing authorities shall be expected to do so while the practitioner remains in post;

(ii) The appeal panel shall be constituted of the following, none of whom shall have been involved in the earlier decision: two representatives of the employing authority nominated by the chief executive or medical director of the employing authority (one of whom shall chair the panel); a representative from the SR, SpR, R, SHO or HO grades from the same employing authority conversant with the working arrangements applicable to the case; a representative from a regional list supplied by the BMA’s Scottish Junior Doctors Committee; an independent external assessor nominated by the Implementation Support Group.

(iii) Decisions of the appeals panel which confirm the appellant(s) had been underpaid shall lead to the practitioner(s) receiving appropriate reimbursement retrospectively backdated to the date of the change, or to 1 December 2000, whichever is applicable.

(iv) Decisions of the appeals panel which confirm the trust’s original decision shall lead to the trust receiving appropriate reimbursement backdated to the date of change, or to 1 December 2000, whichever is applicable.

m. The process for reallocating posts to new pay bands due to changes in working practice shall be as follows;

(i) Stage one – to institute a change in working practice, the employer must:

- Consult the postholders and obtain the agreement of the majority participating in the rota;
- Obtain agreement from the Postgraduate Dean for education purposes;
- Submit details of the new rota to the Implementation Support Group for information and invited comment.

(ii) Stage two – monitoring of working pattern. Such monitoring must comply with the principles set out in HDL(2000)17 and be subject to validation by local junior doctor representatives and the Implementation Support Group.

(iii) Stage three – written notification of monitoring outcome.

(iv) Stage four – approval mechanism to change band. The following information must be sent to the Implementation Support Group:

- Details of the change in working practice;
- Monitoring data;
- Agreement of postholder;
- Agreement of Postgraduate Dean.
(v) Stage five – appeals mechanism (see sub-paragraph 22.1 above).

PART-TIME APPOINTMENTS

Part Time Practitioners in the Grades of SR, R SpR, SHO HO and PRHO

Paragraph 65

(a) A practitioner in the grades of SR, R, SpR, SHO HO and PRHO may contract with one or more employing authorities for an aggregate of less than 40 hours per week.

(b) Details of remuneration for a part time practitioner in these grades can be found at paragraphs 21 and 22.

(c) (i) Pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0) However, contributions must also be paid on any additional hours of duty a practitioner works between their contracted house and a maximum of 40 hours per week.

(ii) The employing authority must make arrangements to track and record these additional hours for pension purposes.

LOCUM PRACTITIONERS; BASIS OF CONTRACT

Paragraph 111 (c), (d) and (e)

(c) A practitioner employed in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO accepting an appointment as on a locum basis (cf. Sub-paragraph 110.f) in any of these grades, in a hospital identified in the job description applicable to the practitioner’s main employment, will contract for each hour in such appointments at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in paragraph 8.b. of Appendix 1, or shall be entitled to receive a days leave for each week night (the night of Friday/Saturday being classed as a week night) or complete Saturday (including the night of Saturday/Sunday) or Sunday (including up to the start of normal duty on Monday morning) of additional duty. The taking of such leave shall be subject to the needs of the service and to the authority’s approval. Any such leave which has not been taken within twelve months or by the end of the practitioner’s contract, whichever is the earlier, shall be relinquished. Payment shall be made retrospectively under the terms of this sub-paragraph for the actual amount of additional duty undertaken at the time and for which the practitioner has not otherwise been paid and has been unable to take leave in compensation.

(d) A practitioner engaged as a locum for a week or less in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO in circumstances other than those described in c. shall be paid at the standard hourly rate in accordance with the pay banding arrangements with effect from 1 December 2000 as set out in paragraph 8.b. of Appendix 1.
(e) A practitioner engaged as a locum for less than 40 hours or duty per week in the grade of SR, SpR (except Locum Appointments for Training), R, SHO, HO or PRHO in circumstances other than those described in C. above shall contract for hours on the basis set out in paragraph 65 and, in accordance with the pay banding arrangements with effect from 1 December 2000, at the rates set out in paragraph 8.b. of Appendix 1.

STARTING SALARIES AND INCREMENTAL DATES

Interpretation

Paragraph 135(e)

………...the rate of salary paid in the previous appointment shall also not include any payments for an additional notional half-day under paragraph 14, additional sessions under paragraph 16 or for a salary supplement, as appropriate, for which the practitioner was contracted in that appointment. The practitioner will, however, be entitled to payment for an additional notional half-day under paragraph 14, additional sessions under paragraph 16, or for a salary supplement, as appropriate, which are contracted for in the new appointment, and these shall be paid at the appropriate proportion of the salary determined under these provisions.
FORM OF OFFER AND ACCEPTANCE OF CONTRACT FOR HOSPITAL MEDICAL AND DENTAL STAFF IN THE GRADES OF SENIOR REGISTRAR, SPECIALIST REGISTRAR, REGISTRAR, SENIOR HOUSE OFFICER AND HOUSE OFFICER AND DOCTORS IN PUBLIC HEALTH MEDICINE AND THE COMMUNITY HEALTH SERVICE

For Specialist Registrars it will be necessary to incorporate into the model contract below, paragraphs from the previous model contract required specifically for SpRs as per NHS Circular PCS/DD1997/6

[Insert: Name and address of employing authority/Trust
Date………………]

Dear …………………

Offer of Appointment

1. (a) I am instructed by the [insert name of employing authority/Trust] to [offer you]* [confirm the offer of]* an appointment as [insert job title and grade] at [insert name of hospital(s) ] commencing on ………. [for a period of ………. terminating on ……….].*

   (b) The date of the start of your period of continuous employment is ………. For these purposes, your employment with [insert name of previous employer] [is]* [is not]* included in the period of continuous employment.

Applicable collective agreement

2. The appointment will be subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (Scotland) as amended from time to time [and any reference in those Terms and Conditions to an employing authority shall be construed as if it were to include a reference to an employing Trust].*

Duties

3. (a) Your hours and duties are as defined in the attached job description. (For rotations, the job description may differ for each individual post/placement). You will be available for duty hours which in total will not exceed the duty hours set out in your working pattern in paragraph 20 of the Terms and Conditions of Service.

   (b) Your working pattern is described as [full shift]* [24 hour partial shift]* [on-call rota]* [hybrid comprising] [full shift]* [partial shift]* [24 hour partial shift]* [on call-rota]* with controls on hours as defined in the Terms and Conditions of Service paragraph 20.
(c) You will receive a base salary (for practitioners in posts allocated to payband FC, you will receive a pro-rata base salary) as detailed in Table 1, Appendix 1 of the Terms and Conditions of Service.

(d) A non pensionable supplement at payband …….. will be payable in accordance with paragraph 22 of the Terms and Conditions of Service. (For rotations, banding supplements may differ for each individual post/placement).

(e) Banding supplements may be altered (in accordance with paragraphs 6(e) and 7(c) below) in the light of changes in working patterns in order to make posts compliant with the New Deal. If the payband changes, you will be issued with a letter of variation (in accordance with paragraph 7 below). Pay protection will apply in accordance with paragraph 21 of the Terms and Conditions of Service.

Pay

4. (a) Your base salary will be £………. per annum, paid monthly [and will progress by annual increments of £……… to £……….. per annum]* in accordance with the current national agreed salary scale for your grade. (These rates are subject to amendment from time to time by national agreement.) See Note 1.

(b) Your incremental date will be [ ……….]*

(c) You will receive, in addition to your standard salary, a supplement at the rate of …….% of your standard salary for duty contracted at [Band 1 A/B/C]* [Band 2 A/B]* [Band 3]* [Band FA]* [Band FB]* as set out in Paragraph 4(c) above, which will be payable monthly. [These rates may be amended from time to time by national agreement).*

(d) In addition, you will be paid the following allowances:

   e.g. peripheral allowances]*

Pension

5. (a) Your appointment will be pensionable and your base salary will be subject to deduction of superannuation contributions in accordance with the NHS Superannuation Scheme (Scotland) Regulations 1995 (as amended) unless you opt out of the scheme. (Any supplement payable to you is not pensionable.) Details of the NHS scheme are given in the scheme guide, which is enclosed.

(b) There [is]* [is not]* a contracting out certificate in force for the purposes of section 3(5) of the Employment Rights Act 1996.

(c) Pay supplements over and above base salary are non-pensionable.

For practitioners contracted to work 40 or more hours of duty per week:
(d) Your pensionable pay for contributions purposes must be based on your actual whole-time basic pay (1.0) only.

For practitioners contracted to work less than 40 hours of duty per week:

(e) Your pensionable pay for contributions purposes will be the appropriate proportion of actual whole-time basic pay (1.0). However, your contributions must also be paid on any additional hours of duty you work between your contracted hours and a maximum of 40 hours per week.

(f) Your employer must make arrangements to track and record these additional hours (see Paragraph 5(e) above) for pension purposes.

Monitoring of working patterns

6. (a) The Trust is contractually obliged to monitor junior doctors’ New Deal compliance and the application of the banding system, through robust local monitoring arrangements supported by national guidance. You are contractually obliged to co-operate with those monitoring arrangements.

(b) These arrangements will be subject to:

- review by the Implementation Support Group; and
- for employers, the performance management systems.

(c) The Trust must collect and analyse data sufficient to assess hours’ compliance and/or to resolve pay or contractual disputes. Therefore, when the Trust reasonably requests you to do so, you must record data on hours worked and forward that data to the Trust.

(d) The trust is required to ensure that practitioners in the HO and PRHO grades from 1 August 2001 and practitioners in the SR, SpR, R and SHO grades from 1 August 2003, comply with the controls on hours of actual work and rest detailed in sub-paragraph 22.a of the Terms and Conditions of Service.

(e) You are required to work with your employer to identify appropriate working arrangements or other organisational changes in working practice which move non-compliant posts to compliant posts and to comply with reasonable changes following such discussion.

Revision of pay banding

7. (a) The Trust will notify you in writing of its decision on banding.

(b) Full details of the procedure for appealing against banding decisions are in the Terms and Conditions of Service sub-paragraph 22.1.

(c) Full details of the procedure for rebanding posts are in the Terms and Conditions of Service sub-paragraph 22.m.
Notice

8. You are entitled to receive ……… notice of termination of employment and are required to give [insert name of employing authority/Trust] ….. notice. See also Note 2.

Registration and insurance

9. (a) You are required to be registered with the [General Medical Council]* [General Dental Council]* throughout the duration of your employment.

(b) You are normally covered by the NHS Hospital and Community Health Services indemnity against claims of medical negligence. However, in certain circumstances (especially in services for which you receive a separate fee) you may not be covered by the indemnity. The Health Departments therefore advise that you maintain membership of your medical defence organisation. See also Note 3.

Additional work

10. You agree not to undertake locum medical or dental work for this or any other employer where such work would cause your contracted hours (or actual hours of work) to breach the controls set out in paragraph 20 of the Terms and Conditions of Service.

Residence

11. [The appointment requires you to be resident at [insert name of hospital]. No charge will be made for lodgings, in accordance with the Terms and Conditions of Service.

[See also Note 4]*

[The appointment requires you to be resident in [insert name of hospital house or flat]. The terms of your occupation are set out in the enclosed tenancy agreement/licence.

[See also Note 4]*

[The appointment does not require you to reside in hospital, but you have chosen to do so; and a deduction from salary for lodgings will accordingly be made, in accordance with the Terms and Conditions of Service.

[See also Note 4]*

{The appointment does not require you to reside in hospital, but you have chosen to do so; and the terms of your occupation of [insert address of hospital house or flat] are set out in the enclosed tenancy agreement/ licence.

[See also Note 4]*
[It is your responsibility to ensure that when on call you will be available by telephone and able to reach your hospital in time to meet your clinical commitments]*

**Leave**

12. (a) You will be entitled to…….. weeks’ annual leave with full pay each year. The Trust’s leave year runs from………

(b) In the current leave year [insert dates] your entitlement will be …… weeks.

(c) Full details of both annual leave and sick leave allowances and the conditions governing those allowances and study leave, are set out in the Terms and Conditions of Service.

**Property**

13. (a) [Insert name of employing authority/Trust] accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.

(b) Notwithstanding (a) above, [Insert name of employing authority/Trust] undertakes, so far as is reasonably possible, to ensure that lodgings are maintained in a secure condition.

(c) You should, through the exercise of normal diligence, also seek to maintain the security of your lodgings.

**Deductions**

14. The [insert name of employing authority/Trust] will not make deductions from or variations to your salary other than those required by law without your express written consent.

**Sickness Absence**

15. The provisions relating to absence by you because of sickness appear in paragraphs 225-244 of the Terms and Conditions of Service.

**Grievance procedure**

16. (a) Should you have any grievance relating to your employment you are entitled to discuss the matter in the first instance with the consultant (or consultants) to whom you are responsible, and where appropriate to consult, either personally or in writing, with [insert name of the appropriate Personnel Officer], at [insert address of Personnel Officer].
(b) The agreed procedure for settling differences between you and [insert name of employing authority/Trust] where the difference relates to a matter affecting your Conditions of Service is set out in Section 42 of the General Whitley Council Conditions of Service (or in any replacement provision which may come into force from time to time).

**Disciplinary procedure**

17. The provisions relating to disciplinary procedure appear in section 42 of the General Whitley Council Conditions of Service as incorporated by paragraph 189 of the Terms and Conditions of Service.

**Acceptance**

18. If you agree to accept the appointment on the terms specified above, please sign the form of acceptance on the following page and return it to me. A second signed copy of this is attached, which you should also sign, and retain for your future reference.

Yours faithfully

Signature ........................................................................

On behalf of ....................................................................
NOTES

[ ]*: A square bracket followed by an asterisk indicates “delete as necessary”.

1. Your salary gives ..................................... years’ incremental credit for previous service. If you have any enquiry about how this has been calculated, please contact [insert name and address of Personnel Officer].

2. (a) The Departments and the profession have agreed that minimum periods of notice should be applied as follows, unless there is agreement by both parties to a contract that a different period should apply:

   House Officer   2 weeks
   Senior House Office 1 month
   Registrar       2 months
   Specialist Registrar 3 months
   Senior Registrar  3 months

(b) The Employment Rights Act 1996 provides entitlement to minimum periods of notice, dependent upon an employee’s length of continuous employment, as follows:

   Period of continuous employment | Notice entitlement
   1 month or more but less than 2 years | Not less than 1 week
   2 years or more but less than 12 years | Not less than 1 week for each year of continuous employment
   12 years or more... | Not less than 12 weeks

3. Copies of NHS Circular 1989(PCS)32 and on indemnity arrangements issued in December 1989 (are enclosed)* [may be obtained on request]*.

4. Copies of the enclosure to NHS Circular SPHHD/DGM(1991)42 relating to standards of residential accommodation [are enclosed]* [may be obtained on request]*.

5. Copies of NHS HDL(2000)17 – Junior Doctors Contract Implementation Guidance, [are enclosed]* [may be obtained on request]*.

PLEASE DO NOT DETACH

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it.

Signature Date

This offer, and acceptance of it, shall together constitute a contract between the parties.