Dear Colleague

PAY AND CONDITIONS OF SERVICE
PAY PROTECTION ARRANGEMENTS FOR DOCTORS AND DENTISTS IN TRAINING EMPLOYED UNDER THE NEW LEAD EMPLOYER ARRANGEMENTS

1. This circular notifies employers of agreed changes to pay arrangements for Doctors and Dentists in Training (DDiT) who will be employed under the new single employer model.

2. The Scottish Government (SG), Management Steering Group (MSG) representing NHS boards and the Scottish Junior Doctors Committee (SJDC) of BMA Scotland have agreed the revision of arrangements for in-post pay protection. These apply to all DDiT who will be employed under the new single employer model.

3. DDiTs are employed by different NHS Boards as they progress through different placements within rotations which together make up their training programme. Under the new arrangements, DDiTs will instead be employed by one of four NHS Boards, known as Employer Boards, under a single contract of employment covering the entire duration of their foundation, core or specialty training programme. As well as undertaking placements with their Employer Board, DDiTs will also undertake placements in other NHS Boards, known as Placement Boards.

4. This new system will be in place from 1st August 2018 for all Doctors in Training. Dentists in Training will move to these arrangements incrementally from August 2019.

 Addresses

For action
Chief Executives, Directors of Finance, Directors of Human Resources, NHS Boards and Special Health Boards, NHS National Services Scotland (Common Services Agency) NHS Education for Scotland (NES) and Healthcare Improvement Scotland (HIS)

For information
Members, Scottish Partnership Forum
Members, Scottish Terms and Conditions Committee
Members, Scottish Workforce and Governance Group
Management Steering Group

Enquiries to:
Mrs Sandra Neill
Scottish Government
Health Workforce
Ground Floor Rear
St Andrew’s House
EDINBURGH EH1 3DG
Tel: 0131-244 3283
E-mail: Sandra.neill@gov.scot
5. The regions broken down by NHS Boards are:

- **North** - NHS Highland, NHS Orkney, NHS Shetland, NHS Western Isles, NHS Tayside and NHS Grampian.
- **East** - NHS Borders, NHS Fife and NHS Lothian.
- **West** - NHS Ayrshire and Arran, NHS Dumfries and Galloway, NHS Forth Valley, NHS Lanarkshire, National Waiting Times Centre, The State Hospital and NHS Greater Glasgow and Clyde.

6. The Employers are:

- **NHS Education for Scotland** – for all General Practice, Public Health and Occupational Medicine training programmes.
- **NHS Grampian** – for all foundation, core and specialty DDiTs (excluding GPs) in the North Region of Scotland and some of the national programmes.
- **NHS Lothian** - for all foundation, core and specialty DDITs (excluding GPs) in the East Region of Scotland and some of the national programmes.
- **NHS Greater Glasgow and Clyde** - for all foundation, core and specialty DDITs (excluding GPs) in the West Region of Scotland and some of the national programmes.

Employer boards may be subject to change in the future.

7. Details of each employer including the national programmes can be found at the following link:

https://hub.nes.digital/lead-employer-arrangements/welcome/lead-employer-arrangements/introduction-to-the-lead-employer-model/

8. For DDiT who will be employed under the new single employer model, the attached Annex A, including the definition section will apply and should be implemented immediately. Annex A should be inserted above the existing paragraph 21 in the Terms and Conditions of Service for Hospital, Medical and Dental Staff, and Doctors in Public Health Medicine and the Community Health Service July 2007, PCS(DD)2004/1 and any subsequent revisions.

9. The existing paragraph 21 will continue to apply to those doctors in training employed under the current arrangements.

**Action**

10. NHS Boards, Special Health Boards including NHS Education for Scotland (NES), Healthcare Improvement Scotland (HIS) and NHS National Services Scotland (Common Services Agency) are required to make the necessary arrangements to ensure these rules are implement.

11. NHS Employers in Scotland are asked to make their own arrangements for obtaining any additional copies of this circular which is available on the SHOW website at http://www.show.scot.nhs.uk/publications/publication.asp or the MSG website at http://www.msg.scot.nhs.uk/publications
Enquiries

12. Employees should direct their personal enquiries to their local Medical Staffing Department in the first instance.

13. NHS Employers in Scotland should direct enquiries to the Scottish Government contact detailed on page one of this circular.

Yours sincerely

[Signature]

SHIRLEY ROGERS
Director of Health Workforce, Leadership and Service Transformation.
DIRECTION

Scottish Ministers, in exercise of the powers conferred on them by Regulation 2 and 3 of the National Health Service (Remuneration and Conditions of Service (Scotland) Regulations 1991, 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 give to NHS Boards and Special Health Boards, NHS Education for Scotland and NHS National Services Scotland (Common Services Agency) the following Direction.

All staff groups referred to in NHS Circular PCS(DD)2018/01 will be given a single contract of employment for the entire duration of each training programme with effect from 1 August 2018 which was approved by Scottish Ministers on 21 August 2018.

SHIRLEY ROGERS
Director of Health Workforce, Leadership and Service Transformation
Scottish Government
St Andrew’s House
EDINBURGH
EH1 3DG
X August 2018
ANNEX A

PAY PROTECTION AND BACK PAY ARRANGEMENT FOR DOCTORS IN TRAINING EMPLOYED UNDER THE NEW SINGLE EMPLOYER MODEL

Definitions

For the purposes of this section the following definitions will apply. All other Terms and Conditions continue to apply.

**Employer** – means the NHS Board who will directly employ the Doctor and/or Dentist in Training (known as the “Practitioner”), for the duration of the foundation or speciality training programme. This means that practitioners will have a single contract of employment covering the entire duration of the foundation, core or specialty training programme.

**Training Programme** – is comprised of a number of placements which together comprise a programme of training in a given specialty, specialties or sub-specialty or the Foundation Programme or its equivalent replacements, for which there will be a single employer throughout the entire Training Programme.

**Placement** – usually consists of 3, 4, 6 or 12 month periods during which the practitioner is assigned to work in a particular area of practice. Practitioners will have a number of placements within rotations which together make up the Training Programme.

**Notification of Placement** - The Employer will normally notify the Practitioner of the first Placement in the Training Programme 4 - 6 weeks prior to commencement of the Placement, or as is soon as is reasonable practicable. The Employer will also notify the Practitioner of each subsequent Placement 6 weeks in advance of each individual Placement.

**Placement Board** – means the Board providing a training placement or series of training placements to the Practitioner. This Board may also be the Employer for certain Placements.

Payment

21a. Full time Practitioners in the training grades receive a base salary. Part time Practitioners in these grades receive as base salary a proportion of the full-time base salary based on average weekly hours of actual work. An additional supplement will be paid, in accordance with the assessment of their Placement as described in paragraph 22 below, at the rates set out in Appendix 1.

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 only. Pay supplements over and above base salary are non-pensionable.
Principles of Pay Protection

c. The principle of pay protection applies to Practitioners in all bands for the duration of a Placement subject to the conditions set out in sub-paragraphs 21 e to g.

d. Pay protection applies from the date of Notification of placement or from 6 weeks before the date on which the Practitioner commences the Placement, whichever is earlier. From this point onwards, if the Placement is subsequently rebanded to a lower banding supplement, the Practitioner will have their banding protected at the band which would have applied but for the rebanding, save where a non-compliant post becomes compliant, in which case banding shall be protected at Band 2A. Such protection will only apply for the duration of that Placement.

Pay Protection in New Deal Compliant Posts

e. If at any point subsequent to Notification of Placement, or less than 6 weeks before the commencement of the Placement, a Practitioner is advised by his or her Placement Board that the banding supplement applicable to the Placement has been lowered, following assessment in accordance with paragraphs [22], then so long as the Practitioner remains in the same Placement and for so long as the overall salary before the change is or would have been more favourable, for the duration of the Placement the Practitioner shall retain the overall salary applicable to the band he or she was placed in immediately before the change, or, if the change takes place prior to commencement of the Placement, the overall salary applicable to the band the Practitioner would have been placed in if not for the change. The salary shall be increased only to take account of increments in the base salary.

Pay Protection in New Deal Non-compliant Posts

g. Where a New Deal non-compliant Placement (pay band 3) becomes compliant at any point after Notification of Placement or later than 6 weeks before the commencement of the Placement, subject to the requirement to notify the Practitioner of the change in subparagraph [] below, the Practitioner shall have their salary protected at the banding supplement 2A applicable at the time of rebanding for the duration of the Placement, for so long as it is more favourable and so long as the Practitioner remains in the same Placement. The salary shall be increased only to take account of increments in the base salary.

Backdating of Pay on Rebanding after Monitoring

h. When a rota is properly monitored to be in a higher banding supplement than demonstrated by previous valid monitoring, backdating of pay will apply to only those Practitioners currently in the Placement unless former Practitioners have formally raised concerns regarding the period during which they were on the Placement and have requested monitoring but where that has not yet taken place. In such cases where the later valid monitoring confirms the concerns of the former Practitioners, they should receive backpay at the higher rate from the date of the request for monitoring to the end of the Placement.

i. In the event of a rota, without any change in work pattern, being shown to belong in a higher pay band as a result of a valid monitoring round, pay at the higher level shall be backdated to the point three calendar months after the first day of the previous successful monitoring round i.e. that which most recently showed the lower pay band, except:
• where there are Practitioners who have taken up their Placements after the previous valid monitoring round, for whom the most recent round is also the first one in their current Placement, in which case their pay increase will be backdated to their first day in the Placement;

or

• when there have been intervening attempts by the Placement Board to monitor, which the Placement Board can demonstrate was done in accordance with good practice guidelines and which have not been successful despite the proven best efforts of the Employer and the Placement Board (if the Placement Board is not the Employer), in which case pay shall be backdated to the first day of the valid monitoring exercise which led to the rota being shown for the first time in a higher pay band;

or

• where a valid monitoring round which has been requested by the Practitioners currently in Placement demonstrates an increase in the pay band, when backdating will be to the date of the request to monitor if this is less than three calendar months from the first day of the previous successful monitoring round.

Notification of Posts Becoming Compliant

j. Where a previously non-compliant rota is shown on valid monitoring to fall into a compliant pay band, the Placement Board shall notify to the Practitioners currently in Placement of the change in writing, and salaries at the protected level of band 2A shall be paid for so long as this is more favourable, for the remainder of the Placement from the first day of the month following that in which notification was made. An employer cannot require repayment of any salary paid at the higher band prior to the last day of the month in which formal notification was given.