SPECIALTY DOCTOR CONTRACT

CONTRACT OF EMPLOYMENT

## Version 2 – 08 June 2021

**BETWEEN:**

[I*nsert name of employing organisation*]\* and

[I*nsert name and address of employee*][[1]](#footnote-1)

# THE POST

1. **Specialty Doctor**
   1. Your job title is [ ]\* in [*insert specialty*]\*.
   2. The appointment is subject to the national Terms and Conditions of Service for Specialty Doctors (“the TCS”) which may be amended by collective negotiation from time to time.[[2]](#footnote-2)

This Contract constitutes a section 1 statement for the purposes of section 1 of the Employment Rights Act 1996. The parties agree that the employer will be entitled to make changes to this Contract unilaterally to the strictly limited extent that such changes are necessary to enable the employer to comply with its statutory obligation under section 1 of the Employment Rights Act 1996 which stipulates the particulars which must be provided by employers to employees regarding their employment. The employer shall provide you with notice of any changes which are required to be made including the new wording proposed, an explanation of why the employer considers the change necessary to comply with section 1 Employment Rights Act 1996, and the date on which the changes automatically take effect.

**2. Commencement of Employment**

2.1 Employment under this Contract [begins/began]\* on [*insert date*]\*. [Your pay scale code on commencement is [*insert code* ]\*]\*.

2.2 Your continuous employment with this employing organisation, for the purposes of the Employment Rights Act 1996, [begins/began]\* on [*insert date*]\*.

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out in 2.1 and 2.2 may count. The amount of reckonable service is []\*.

2.4 Where pay progression is awarded, your pay progression date is [ ]. Pay progression will be in accordance with Schedule 13 of the TCS and transitional arrangements\*.

**3. General Mutual Obligations**

3.1 While it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee. It is essential that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

3.1.1 to co-operate with each other;

3.1.2 to maintain goodwill;

3.1.3 to carry out our respective obligations in agreeing and operating a Job Plan;

3.1.4 to carry out our respective obligations in accordance with appraisal arrangements; and

3.1.5 to carry out our respective obligations relating to the organisations policies, objectives, rules, working practices and protocols.

# THE WORK

**4. Location**

4.1 Your principal place of work is [ ]\*. Other work locations including off site working may be agreed and incorporated in your Job Plan where appropriate. You will generally be expected to undertake your Sessions at the principal place of work or other locations agreed in the Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

4.2 You may be required to work at any site within your employing organisation, including new sites provided that they are within a reasonable travelling distance from your home address.

**5. Duties**

5.1  **Main Duties and Sessions**

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Sessions set out in your Job Plan which is appended to this Contract at Appendix 1, as reviewed in line with the provisions in clause 6 below.

5.2 **Associated Duties**

You are responsible for the associated duties set out in Schedule 3 of the TCS.

5.3 Objectives

The purpose of including agreed personal objectives in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

5.4 Emergency Responses

We may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, an interim job plan review may be triggered in accordance with Schedule 4 of the TCS.

5.5 Training entitlement

Your statutory training requirements are set out below. These are at the expense in provision and paid time of your employer.

[List of any statutory training requirements required for the post]

You may also be expected to undertake further local training applicable to your role, also at the expense in provision and paid time of your employer, with the time for undertaking this training documented within your job plan. [Note: Employing organisation to include any local training requirements required for the post.]

Further provision of training will be through the use of Supporting Professional Activity (SPA) time and Study Leave (Schedules 4 & 15 of the TCS). Appropriate time will be provided by the employer to allow you to complete the training.

6. Job Planning

You and your clinical manager have agreed a prospective Job Plan. A generic job plan is appended at Appendix 1 of this Contract. You and your clinical manager shall review and agree any variations required within six months of starting in post and your section 1 particulars shall be amended automatically. The Job Plan sets out your main duties and responsibilities, a schedule for carrying out your Sessions, your responsibilities, your accountability arrangements and your objectives and supporting resources.

You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 4 of the TCS.

**7. Sessions**

7.1 **Scheduling of Activities**

You and your clinical manager will agree in the schedule of your Job Plan the Sessions that are necessary to fulfill your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all activities.

Subject to the provisions for recognising work done in Out of Hours (see clause 8 below) a Session has a timetable value of four hours. Each Session may include a combination of duties.

Your Job Plan will contain [*insert*]\* Sessions per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain ten (10) Sessions subject to the provisions in clause 7.6 to agree Additional Sessions (up to the maximum permitted by the Working Time Regulations) which can be contracted for separately from time to time. The rates for basic pay are set out in Appendix 3. [note: Employing organisations to attach the latest pay circular to Appendix 3]

*[Note: the number of Sessions will need to be adjusted for part-time doctors. Where a doctor has a part-time contract, the employing organisation will need to agree the number of weekly Sessions that should be included in the Job Plan.]*

7.2 **Flexibility**

Attaching a time value to Sessions is intended to provide greater transparency about the level of commitment expected of doctors by the NHS. However, you and your clinical manager can agree flexible arrangements for timing of work.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Sessions. In such a case, you and your clinical manager will agree an annual number of Sessions and your Job Plan will set out variations in the level and distribution of Sessions within the overall annual total.

You and your clinical manager may agree, as part of your Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged out over twenty-six (26) weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

7.3 Balance between Direct Clinical Care and other Sessions

Most Sessions will be devoted to Direct Clinical Care; however, it is expected that in accordance with the Wales Good Practice Guide (2006), in the order of two sessions for Supporting Professional Activities (or 20% of working time) will be provided, subject to a minimum of one session designated for Job Planning and meeting requirements for appraisal and revalidation. There will be local agreement as to the appropriate balance between activities. The precise balance will be agreed as part of Job Plan reviews as described in Schedule 4 of the TCS.

7.4 **External Duties**

Where you have External Duties included in your Job Plan you will provide 6 weeks’ written notice of the dates upon which the External Duties will be carried out. Shorter notice periods may be agreed by local arrangement or by agreement between you and your clinical manager.

7.5 Recognition of Emergency Work arising from On-Call Duties

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Sessions in your Job Plan schedule. You may as part of the Job Planning process however, be required to participate in an on-call rota to respond to unpredictable emergencies.

The provisions of Schedule 6 of the TCS apply to unpredictable emergency work arising from on-call rota duties that takes place other than during a Session scheduled in your Job Plan.

7.6 Additional Sessions

You and your clinical manager may from time to time agree that you will undertake Additional Sessions over and above the [ten (10)] [*Note: add contracted number for part-time doctors*] Sessions that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. Remuneration for Additional Sessions is covered by clause 20 below.

Without prejudice to clause 7.7 below, you do not have to agree to carry out more than [ten (10)] *[Note: to be adjusted for part-time doctors]*Sessions on average per week. However, where you do give your agreement, you must undertake such activities.

Any agreement to carry out Additional Sessions will be made in writing. The Additional Sessions will be incorporated into your Job Plan schedule.

7.7 Spare Professional Capacity

Where you intend to undertake Private Professional Services or Fee Paying Services other than such work carried out under the terms of this Contract, whether for the NHS, for the independent sector or for another party, the provisions in Schedule 7 and Schedule 10 of the TCS will apply.

8. Out of Hours

The provisions in Schedule 8 of the TCS will apply to recognise the unsocial nature of work done Out of Hours, which is any time that falls outside the period of 07:00 to 21:00 Monday to Friday and any time on a Saturday or Sunday, or statutory or public holiday, and the flexibility needed by doctors who work at these times as part of a more varied overall working pattern. Remuneration for work done out of hours is covered by clause 23 below.

On any occasion where a doctor is scheduled to work during the Out of Hours period, the employing organisation will ensure that the doctor has adequate rest both before and after this period of duty.

9. On-Call and Emergency Duties

9.1 On-Call Rotas

Where you are on an on-call rota, the provisions in Schedule 9 of the TCS will apply.

Your on-call duties will be set out in your Job Plan and the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

9.2 On-Call Availability Supplements

Where you are on an on-call rota, you will receive an on-call availability supplement calculated in accordance with Schedule 12 of the TCS and set out at Appendix 2 of this Contract. The level of supplement will depend on the frequency of your participation on the rota. Payment will cease when you cease to be on an on-call rota.

# OTHER CONDITIONS OF EMPLOYMENT

10. Registration Requirements

It is a condition of your employment that you are, and remain, [a registered dental practitioner] [a fully registered medical practitioner] *[Note: employing organisations to delete as appropriate]*and continue to hold a licence to practise.

**11. Fee Paying Services and Private Professional Services**

11.1 Minimising Potential for Conflicts of Interest

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 10 of the TCS in order to help minimise the risk of any perceived conflicts of interest to arise with your work for the NHS.

11.2 Fee Paying Services and NHS Sessions

Examples of Fee Paying Services are set out in Schedule 10 of the TCS.

You will not carry out Fee Paying Services during your Sessions except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Sessions, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 10 of the TCS sets out the principles governing the receipt of additional fees.

11.3 Private Professional Services and NHS Sessions

Subject to the provisions in Schedule 10 of the TCS, you may not carry out Private Professional Services during your Sessions.

12. Deductions from Pay

We will not make deductions from or variations to your salary other than those required by law without your express written consent.

**13. Appraisal and Clinical Governance**

You must co-operate fully in the operation of the relevant appraisal scheme. You must also comply with our clinical governance procedures.

14. Gifts and Gratuities

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities.

**15. Policies and Procedures**

You are required to comply with our Policies and Procedures as may from time to time be in force.

16. Grievance Procedures

16.1 The grievance procedures, which apply to your employment, are set out in

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

16.2 If you wish to raise a grievance, you may apply in writing to [POSITION] in accordance with our grievance procedure.

**17. Disciplinary Matters**

17.1 Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, if considered necessary, concerns regarding capability, performance and conduct will be dealt with in accordance with ‘Upholding Professional Standards in Wales’ (UPSW).

17.2 If you wish to appeal against a disciplinary decision, you may apply in writing to [POSITION] in accordance with UPSW.

**18. Intellectual Property**

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

**19. Other Conditions of Service**

The provisions in Schedule 11 of the TCS will apply.

**20. Transfer of information**

On commencement of employment with the employing organisation, your personal data will be uploaded to the Electronic Staff Record (ESR). ESR is a workforce solution for the NHS which is used by the employing organisation to effectively manage the workforce leading to improved efficiency and improved patient safety.

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

[List data which is transferred]

Certain personal data is transferred from one NHS organisation to another when your employment transfers. Such personal and confidential information may include personal and special category data for the purposes of the General Data Protection Regulation and the Data Protection Act 2018. NHS organisations have a legitimate interest in processing your data in this way to enable them to establish the employment of a suitable workforce and improve efficiencies within the NHS by making costs savings for Trusts and to save you time if your employment transfers.

# PAY

21. Salary

21.1 Basic Salary and Pay Increments

Your basic salary on commencement is [£ ]. \**[Note: employing organisations to complete based on Schedule 12 of the Terms and Conditions]*This has been calculated in accordance with the provisions in Schedule 12 of the TCS which is appended to this Contract at Appendix 2, and in accordance with transitional arrangements. Your salary will be payable monthly.

Your basic salary will increase when you receive pay progression in accordance with Schedule 13 of the TCS.

Where pay progression is awarded your salary will increase on your pay progression date (see paragraph 2.4 above).

21.2 **Criteria for Pay Progression**

You will not receive pay progression automatically, but it is expected that you will progress according to the criteria set out in Schedule 13 of the TCS, and in accordance with transitional arrangements. We will make all reasonable efforts to support you in meeting the criteria for pay progression.

22. Rates for Additional Sessions

The annual rate for an Additional Session is 10% of full-time basic salary (see Appendix 2 of this Contract). Full time basic salary is set out in the latest pay circular issued by Welsh Government.

Any Additional Sessions that you carry out during Out of Hours, will be calculated in accordance with Schedule 8 of the TCS.

For each Session during Out of Hours there will, by mutual agreement, be:

a) a reduction in the timetabled value of the Session itself to three hours; or

b) a reduction in the timetabled value of another Session by one hour.

If a Session undertaken Out of Hours lasts for four hours or more, an enhanced rate of pay of time and a third may be agreed.

Where a Session falls only partly Out of Hours, the reduction in the timetabled value of this or another Session will be on an pro rata basis, if an enhancement to payment is made this will be applied to the proportion of the Session falling Out of Hours.

23. On-Call Availability Supplement

If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in Schedule 12 of the TCS, which is appended to this Contract at Appendix 2

The frequency of your on-call availability will be detailed in your Job Plan, which is set out in Appendix 1 of this Contract.

**24. Benefits**

\**[Note: employing organisations to complete based on local benefits applicable to doctor]*

# PENSION

25. Pension

The provisions in Schedule 14 of the TCS shall apply.

Unless you are deemed ineligible, you will automatically be enrolled/continue to be [delete as appropriate] a member of a NHS Pension Scheme subject to its terms and rules, which may be amended from time to time. Pensionable pay will include basic salary (up to ten Sessions, but not any Additional Sessions above ten for full time doctors), on-call availability supplements and any other pay expressly agreed to be pensionable.

# LEAVE AND HOLIDAYS

26. Annual Leave

You will be entitled to [ ] annual leave with full pay each year.

The leave year runs from *[insert date]*. There will be no detriment to you arising from any leave year adjustment.

Annual leave should be discussed at the annual Job Plan review otherwise you shall provide a minimum of six weeks’ notice of annual leave. Subject however to suitable arrangements having been made, you may take up to two days of annual leave without seeking formal permission provided that you give notification beforehand.

Up to five days’ annual leave may be carried over subject to Schedule 15 of the TCS.

The annual leave entitlement of doctors in regular appointment is additional to eight public holidays.

Additionally, if in the course of your duty, you were required to be present in hospital or other place of work between the hours of midnight and 9.00am on a statutory or public holiday, you should receive a day off in lieu at standard rates.

On termination of your employment, you will be entitled to pay in lieu of any outstanding entitlement accrued in the leave year in which your employment terminates or be required to repay to the employing organisation salary received in respect of annual leave taken in excess of entitlement. The amount of the payment or repayment shall be based on accrued salary for the leave year paid at *[EMPLOYING ORGANISATIONS TO INSERT STANDARD METHOD OF CALCULATION]*

Further details regarding annual leave and public holidays are set out in Schedule 15 of the TCS.

**27. Sick leave**

If you are absent from duty owing to illness (including injury or other disability), you shall, subject to the provisions of Schedule 15 of the TCS, be entitled to receive an allowance in accordance with the following:

* During the first year of service - One month’s full pay and (after completing four months’ service) two months’ half pay;
* During the second year of service - Two months’ full pay and two months’ half pay;
* During the third year of service - Four months’ full pay and four months’ half pay;
* During the fourth and fifth years of service - Five months’ full pay and five months’ half pay
* After completing five years of service - Six months’ full pay and six months’ half pay.

The employer shall have discretion to extend a doctor’s sick leave entitlement.

To enable rehabilitation, the employer has the discretion to allow a doctor to return to work on reduced hours or to be encouraged to work from home without loss of pay to aid rehabilitation. Any such arrangements need to be consistent with statutory sick pay rules.

Further details regarding sick leave are set out in Schedule 15 of the TCS.

Full details of professional and study leave, special leave, maternity leave and sabbaticals are as set out in Schedule 15 of the TCS. Paternity, parental, carers and adoption leave entitlements are set out in Schedule 17.

# OTHER ENTITLEMENTS

28. Expenses

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for travel, subsistence and other expenses. Expenses will be as set out in the model provisions in Schedule 18 of the TCS or any local alternative (which must be at least as favourable) *[Note: employing organisations to delete as appropriate.]*

**29. Charges for Residence**

Except where facilities are provided for you to be on-call a charge may, where appropriate, be made for residing at your Place of Work in accordance with our local procedures.

**30.** **Duration of Employment**

This is a permanent post. *[Note: Employing organisations should amend this paragraph as appropriate for a Fixed Term Appointment and set out the date when it is to end and that it will terminate automatically and without the need for notice]*

31. Termination of Employment

Where termination of employment is necessary, your employer will give you three months’ notice in writing.

You are required to give your employer three months’ written notice if you wish to terminate your employment.

Shorter or longer notice periods may apply where agreed between both parties in writing and signed by both.

Employment may be terminated without notice in cases of gross misconduct, gross negligence, or where your registration as a medical doctor (and/or your registration as a dental doctor) has been removed or has lapsed without good reason.

Further terms regarding termination of employment are set out in Schedule 16 of the TCS.

# ENTIRE TERMS

32. Collective agreement and entire Terms

Your employment is governed by this Contract and the TCS which is incorporated into your Contract and may be amended from time to time. A copy is available at [insert link].

This Contract and the TCS and any local agreements contain the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

I [*insert name*]\* and [*insert employer*]\*

have understood and agree to honour the terms and conditions set out in this contract of employment

[ ] *Doctor’s signature*

[ ] *Representative of employing organisation’s signature*

Date of this agreement [ ]\*

## Notes:

You are normally covered by the NHS Hospital and Community Health Service indemnity against claims of medical negligence. However, in certain circumstances (especially in respect of service for which you receive a separate fee) you may not be covered by the indemnity. We therefore advise you to maintain membership of a medical defence organisation. Details of the NHS indemnity scheme may be obtained from the Human Resources department upon request.

Updates on salary values are published in the NHS Wales website: http://www.wales.nhs.uk/nhswalesaboutus/workingfornhswales/payconditions/payandconditionsresources

**Appendix 1 – Rates of Basic Pay**

*[note: Employing organisations to attach the relevant rates of pay in the latest pay circular]*

**Appendix 2 –** **Schedule 12: Pay and other allowances**

1. Doctors shall be paid at the rates set out in Appendix 1.
2. The value of pay for part-time doctors will be pro rata to the levels in Appendix 1, based on the number of agreed weekly Sessions in the doctor’s Job Plan as a proportion of the 10 required Sessions for full-time doctors.
3. Payment shall be made to a locum doctor at the rate set out in Appendix 1.

**Starting salaries, pay progression dates and counting of previous service**

1. Except as provided for elsewhere in these Terms and Conditions of Service, doctors shall on their first appointment in this grade be paid at the minimum point of the scale. Their pay progression date shall be the date of commencing their first appointment in this grade.
2. Where doctors are appointed to a post in the specialty doctor grade having already given substantive service in one or more posts in that grade, the staff grade or equivalent, or a higher grade (measured in terms of the current maximum rate of full-time basic salary), all such service shall be counted in determining their starting salary.
3. Employers may set basic salary at a higher pay point to recognise non-NHS experience in the specialty at an equivalent level.
4. Where doctors have held a regular appointment in the specialty doctor grade, the staff grade or equivalent, or higher grade, all subsequent NHS employed locum service in the specialty doctor grade (or higher grade) shall count towards determining their starting salary as though it had been service in a substantive post.
5. All locum service in other cases of three or more continuous months’ duration in the specialty doctor grade, the staff grade or equivalent, or a higher grade shall count towards determining the starting salary at the rate of one half on substantive appointment to that grade. Continuous locum service shall be taken to mean service as a locum in the employment of one or more NHS organisations uninterrupted by the tenure of a substantive appointment or by more than two weeks during which the doctor was not employed by the NHS.
6. Where the starting basic salary of a doctor appointed under these Terms and Conditions of Service from an appointment in a lower grade (measured in terms of the current maximum rate of full-time basic salary) under a National Contract and Terms and Conditions of Service is lower than their previous 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) the following shall apply:
   * the new appointment under these Terms and Conditions of Service shall be fixed at a pay point below their previous salary;
   * the doctor will receive an additional supplement sufficient to increase the total salary for the new appointment so that it equals the higher level of basic salary previously paid;
   * the doctor will remain on this fixed salary until their progression through the Speciality Doctor pay structure is such that the basic salary under the new appointment exceeds their previous basic salary;
   * this additional supplement will not count as basic salary for the purposes of calculating additional Sessions but will be treated as pensionable.

**Counting of service whilst on leave**

1. Absence on leave with pay for annual leave, public holidays, sick leave, study leave, special leave and paid or unpaid maternity, paternity, parental or adoption leave shall be included for counting of service purposes.
2. Where a NHS organisation grants leave without pay to a doctor to accept a short term appointment of not more than three years in an overseas university or other position of similar standing this will also be included for counting of service purposes.

**Pay progression**

1. Doctors may become eligible for pay progression at the intervals set out in Appendix 1 on their pay progression date. See Schedule 13.

**Secondment opportunities**

1. Individuals who have been seconded to a training placement will return to their existing post at the end of the placement. Whilst on placement they will retain their Basic Salary and be paid for the hours worked during the secondment in accordance with their existing Terms and Conditions of Service including pay progression. The provisions outlined in Schedule 13, paragraphs 23–24 will apply.
2. Where individuals have taken an approved sabbatical for training purposes, agreed with the employer in line with their Personal Development Plan, the employer will apply pay progression that may have been reached in their absence. The appropriate provisions outlined in Schedule 13 will apply.

**Additional Sessions**

1. The annual rate for an Additional Session will be 10 per cent of Basic Salary. Where part-time doctors have contracted to undertake Additional Sessions these will be paid at 10 per cent of full-time Basic Salary.

**Out of Hours Work**

1. See Schedule 8.

**On-Call Duties**

1. Doctors who are required to be on an on-call rota will be paid an on–call availability supplement. This shall be calculated as a percentage of full-time Basic Salary (excluding any Additional Sessions and any other fees, allowances or supplements). The availability supplement does not alter the amount of basic salary for any other purpose or calculation. The supplement payable will depend on the category and frequency of the on-call duties. The percentage rates are set out in Table 1 below.
2. The employing organisation will determine the category of the doctor’s on-call duties for these purposes by making a prospective assessment of the typical nature of the response that the doctor is likely to have to undertake when called during an on-call period. This assessment will take into account the nature of the calls that the doctor typically receives whilst on-call. The two categories are:
   * Category A: this applies where the doctor is typically required to return immediately to site when called or has to undertake interventions with a similar level of complexity to those that would normally be carried out on site, such as telemedicine or complex telephone consultations;
   * Category B: this applies where the doctor can typically respond by giving telephone advice and/or by returning to work later.
3. Where there is a change to the doctor’s contribution to the rota or the categorisation of the doctors on-call duties, the level of the availability supplement will be amended on a prospective basis. Where this results in a reduction in the level of availability supplement, there will be no protection arrangements in relation to previous entitlements. The doctor is entitled to challenge any changes to the assessment of on-call duties through the Job Planning process.

**Table 1: On-Call availability supplement**

|  |  |  |
| --- | --- | --- |
| **Frequency** | **Value of availability supplement as % of basic salary** | |
| **Category A** | **Category B** |
| more frequent than or equal to 1 in 4 | 8% | 3% |
| less frequent than 1 in 4 or equal to 1 in 8 | 5% | 2% |
| less frequent than 1 in 8 | 3% | 1% |

1. If a doctor participates in an on-call rota then the frequency of this will be set out in their Job Plan.

**Additional responsibilities**

1. Some Specialty doctors have additional responsibilities agreed with their employer which cannot reasonably be absorbed within the time available for supporting activities. These will be substituted for other work or remunerated separately by agreement between the employer and the Specialty doctor. Such responsibilities could include those of:
   * Caldicott guardians
   * Clinical audit leads
   * Clinical governance leads
   * Undergraduate and postgraduate deans, clinical tutors, regional education advisor
   * Regular teaching and research commitments over and above the norm, and not otherwise remunerated
   * Professional representational roles

Responsibilities of specific roles, e.g. lead clinicians will be reflected by substitution or additional remuneration agreed locally.

**Appendix 3 – Job Plan**

*[Note: employing organisations to include job plan.]*

1. Employing organisation to complete [↑](#footnote-ref-1)
2. A copy of the TCS may be found at [NHS Wales Employers](https://www.nhsconfed.org/regions-and-eu/welsh-nhs-confederation/nhs-wales-employers/sas-doctors-contract-reform) website [↑](#footnote-ref-2)