

Framework Agreement on SAS Contract Reform
in Northern Ireland
2021



Department of
Health
An Roinn Sláinte
Máinnystrie O Poustie
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Health and
Social Care



Northern Ireland

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Foreward

Scope and status

This framework agreement is adopted by the Joint Negotiating Committee SAS (JNC(SAS)) following agreement with all constituent parties.

It is intended that this agreement covers all HSC employers in Northern Ireland employing SAS doctors¹ on national terms and conditions of service.

This framework document sets out a three-year agreement covering the years from 1 April 2021 to 31 March 2024 for the new 2021 Specialty Doctor and Specialist contract. It sets out both the pay investment and the terms and conditions of service changes that the 2021 Speciality Doctor and Senior SAS contract will adopt that employers, the British Medical Association (BMA) and the Department of Health (NI) are agreeing to implement over the period of the agreement and going forward.

This framework is adopted following the assurance received from the Department of Health (NI) that approval of the reform will be sought from the Department of Finance (NI) (DoF) to create a contractual obligation across future financial years. The Northern Ireland Executive currently works under annual budget arrangements, DoF approval is therefore required and, if received, the Department of Health will honour the contract agreement in years 2 and 3. The investment into the reform supports the changes to the pay scales and terms and conditions over the course of the three year agreement. In the first year the investment aligns with the Department of Health's response to the 2019/20 DDRB recommendations.



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¹Wherever the term doctor is used in this document, it is intended to mean a doctor or dentist.

1. Introduction and context

- 1.1 In September 2018 the Secretary of State for Health in England committed to working with the BMA SAS Committee to reform the SAS contract and an agreement in principle that this will include reopening a reformed Senior SAS grade to extend career development for this group of doctors and dentists¹
- 1.2 The preparatory work with stakeholders to open a reformed senior SAS grade identified that the newly reformed grade must be aligned with a strategy for reform to the whole SAS grade to maximise the potential return in benefits to both staff and service delivery, and address key longstanding issues for SAS doctors.
- 1.3 The overarching aim of reform is to raise the profile and status of SAS roles to attract and retain SAS doctors and support this valued and engaged part of the workforce to be productive and effective in delivering quality care to patients.
- 1.4 The BMA, NHS Employers and DHSC and the Department of Health (Wales) agreed to take forward the contract reform with the intention of negotiating changes to the contract that would be put to a referendum of the BMA SAS Doctor membership. The Department of Health (NI) joined as full negotiating partners on the 28th May 2020.
- 1.5 BMA Members will be asked to consider if they wish to accept the new contracts. If members vote to accept the contracts, the 2008 Specialty Doctor contract will be closed to new entrants from 1st April 2021 and the available contracts going forward will be the 2021 Specialty Doctor Terms and Conditions of Service and the Specialist Terms and Conditions of Service.
- 1.6 Doctors currently employed on national Terms and Conditions of Service Speciality Doctor 2008 contract, and those employed under the national closed Terms and Conditions of Service for Associate Specialists 2008, as well as those employed on other closed national SAS grade contracts will be given the option to transfer to the equivalent revised terms and conditions or remain on their current terms and conditions.
- 1.7 If the new contracts are accepted by referendum, a transition process will be in place for existing SAS doctors employed on national terms and conditions to choose to transfer to the new terms and conditions or to remain on their current terms and conditions. Doctors will have choice window between 1st April 2021 and 31st October 2021 to express their interest to move over to the new terms and conditions. (Subject to the transitional arrangements set out in Section 5).
- 1.8 The negotiations took place across England, Wales and Northern Ireland and this framework agreement sets out the agreement for Northern Ireland only. For existing SAS doctors transitioning to the new contracts, there will be a three-year transition period as doctors move from the current pay structure to the new pay framework. Each country will have their own transition journey however there will be pay parity across the three nations at the end of the 3-year transition process in 23/24.
- 1.9 This framework document represents the outcomes of the negotiations. To note:
 - NHS Employers has agreed these changes in negotiations on behalf of NI employers in line with the agreed mandate provided by the Minister of Health NI.
 - The BMA SAS Committee will put this agreement to their membership.
 - The parties will together support the new contracts and are committed to partnership working to ensure that the contract effectively supports the delivery of high-quality patient care by supporting recruitment and retention of SAS doctors.
 - In future, the Joint Negotiating Committee (JNC(SAS)) made up of the BMA and employer representatives, as well as NI departmental representatives will become the

vehicle through which any further changes are agreed collectively. The closed contracts will no longer be maintained through this mechanism.

- The Department of Health (NI) and HSCNI employers have agreed to the changes set out in this document.
- The final terms and conditions of service will need to undergo a legal review by the relevant parties.
- Any guidance that is referenced in this framework agreement is guidance is to support the implementation of the contracts and demonstrates the shared intention of parties, however it does not form part of the contractual terms and conditions.

Equalities Impact Assessment

1.10 Section 75 of the Northern Ireland Act 1998 requires the Department, in carrying out its functions, powers and duties, to have due regard to the need to promote equality of opportunity:

- between persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation
- between men and women generally
- between persons with a disability and persons without
- between persons with dependants and persons without

In fulfilling its obligations under Section 75 the Department is required to equality screen all of its policies and services under consideration to determine whether they should be subject to a full equality impact assessment (EQIA).

Section 2

Contract terms

2.1 The new specialist grade

Parties have agreed the introduction of a new grade, named the Specialist grade, which will provide an opportunity for progression for highly experienced Specialty Doctors. The introduction of the role will help to recruit, motivate and retain senior doctors and contribute to SAS grades being a positive and fulfilling career choice.

The creation of these roles will be driven by local employer need to meet service requirements and will be advertised for competitive entry through local recruitment processes.

Doctors within the grade will be referred to as Specialist, for example Specialist Paediatrician or Specialist Cardiologist.

2.1.1 The role

This is a new role being introduced to the NHS/HSC. Stakeholders across the system have contributed to defining the scope of practice of the role, including the roles and responsibilities, how the role differs from existing medical roles and the benefits the new role will offer to doctors, employers and patients.

- It will be expected that a doctor in the Specialist grade will work autonomously to a level of defined competencies set out by mutual agreement within local clinical governance frameworks. The doctor in the role will be an expert clinical decision maker– a clinician who will have overall responsibility for patient care and who can establish a diagnosis, define a care plan, treat and discharge a patient without reference to a more senior clinician (within agreed governance structures).
- The role will primarily focus on providing direct clinical care and meeting service delivery and improvement requirements. However, the role will be supported by the availability of suitable development opportunities for both service need and for the individual doctors. Employers should be encouraged to ensure the role is attractive and motivating by providing an appropriate balance of clinical care and broader activities (such as management, additional responsibilities, academia and research) and doctors should be encouraged to take part in these activities to benefit the doctor's individual development but also benefit the wider team and service.
- The clinician will be expected to deliver appropriate teaching, training and supervision of other members of staff in the department, as necessary in areas of their own expertise and within local clinical and educational governance frameworks.

2.1.1.1 Further guidance on the role is being developed between parties to ensure that a clear and consistent description of the roles and responsibilities are applied across the NHS/HSC, however it will be for employers to articulate the nature of the specific post from a service requirement perspective as part of the job description.

2.1.1.2 The specialist generic capabilities framework has been developed in partnership with the BMA, Academy of Medical Royal Colleges and NHS Employers. It will outline the

core competencies and skills expected across all specialties for safe working practices at this senior level. Doctors will need to evidence they meet these criteria in order to enter the grade. The stakeholders involved in this work include Academy of Medical Royal Colleges, British Medical Association, British Dental Association, DHSC, Health Education England, Health and Improvement Wales, NHS Employers, NHS Wales Employers and NHS England and Improvement.

2.2 Entry Criteria

2.2.1 The entry criteria for the new role will be as follows:

A doctor/dentist in this grade:

- Shall have full registration and a Licence to Practice with the General Medical/Dental Council; and
- Shall have completed a minimum of 12 years medical/dental work (either continuous period or in aggregate) since obtaining a primary medical/dental qualification of which a minimum of 6 years' should have been in a relevant specialty in the Specialty Doctor and/or closed SAS grades. Equivalent years' experience in a relevant specialty from other medical/dental grades including from overseas will also be accepted.
- Shall meet the criteria set out in the Specialist generic competency framework.

Whilst the appointment process for the specialist grade will not be incorporated into the Terms and Condition of Service, guidance on how to appoint to these roles, including the involvement of Medical and Dental Royal Colleges will be provided. This guidance will be developed based on agreed principles between both parties.

2.3 Basic pay structure

2.3.1 The pay structure for the new specialist grade is made up of 3 pay points. Doctors will spend a minimum of 3 years on each pay point and evidence the criteria set out in the pay progression schedule before moving to the next pay point (detailed in section 2 below). New specialists with zero years' experience at that level will reach the top of the pay scale in a minimum of 6 years on this contract.

Years' experience as a Specialist	Minimum years to reach top of the pay scale
0	6
1	5
2	4
3	3
4	2
5	1
6	N/A

2.3.2 This pay structure has been developed to provide meaningful pay progression at each point and enable doctors to reach the top of the pay scale in a reasonable amount of time to match the development of their skills and experience. This will also be of benefit to those in the NHS/HSC Pension Scheme, which is a career average revalued earnings (CARE) scheme.

2.3.3 During the three years of the deal, each of the three pay points has been set at the below values.

Pay Point	Years of experience	21/22	22/23	23/24
1	1	£79,894	£80,693	£81,500
	2	£79,894	£80,693	£81,500
	3	£79,894	£80,693	£81,500
2	4	£85,286	£86,139	£87,000
	5	£85,286	£86,139	£87,000
	6	£85,286	£86,139	£87,000
3 - top	7	£90,677	£91,584	£92,500

2.4 Terms and conditions of service (TCS)

2.4.1. The new specialist grade TCS have been largely based on previous SAS contracts and will adopt the provisions highlighted in the framework agreement below. Where there are differences between the two grades, these have been highlighted specifically.

3. A new pay and pay progression system

The parties have agreed a revised pay structure for specialty doctors and new pay progression system that will work across both new contracts. The new pay structure seeks to enhance specialty doctor's satisfaction with pay and help improve morale. Specifically, the new pay system will:

- Increase the starting salary for the speciality doctor grade to align more closely with other medical grades who have similar levels of experience.
- Allow faster progression to the top of the pay scale through fewer pay progression points.
- Increase the career average earnings for Specialty Doctors providing a pay scale better suited to the CARE pension scheme.
- Provide meaningful pay increases at each pay progression point.
- Help address the gender pay gap.
- Remove automatic incremental pay progression and ensure that pay progression points are achieved only where clinical managers are satisfied that doctors have met the required standards.
- Link pay progression to the overall contribution of an individual and the achievement of their objectives.

3.1 Basic pay

3.1.1 The pay structure of the specialty doctor grade has been reformed to move from an 11 point pay scale to a 5 point pay scale over a three-year transition period, starting on 1 April 2021. During the three years of the deal, each of the transitional pay points have been set. Details of the pay scale between 1 April 21 – 31 March 24 are detailed in [Annex A](#).

3.1.2 Once the final pay structure is in place as of 1 April 2023, doctors will need to spend a minimum of 3 years on each pay point and evidence achievement against the criteria set out in the pay progression schedule before moving to the next pay point (detailed in section 2.3 below).

3.1.3 The new pay structure will enable SAS doctors to access the top of the pay scale more quickly than under the current system. New Specialty Doctors with zero years' experience will reach the top of the new pay scale in a minimum of 12 years on the new contract, compared to 17 on the current contract.

Years' experience as a SD	Minimum years to reach top of the pay scale under:	
	Current system	New system
0	17 years	12 years
1	16 years	11 years
2	15 years	10 years
3	14 years	9 years
4	13 years	8 years
5	12 years	7 years
6	11 years	6 years
7	10 years	5 years
8	9 years	4 years
9	8 years	3 years
10	7 years	2 years
11	6 years	1 year
12	5 years	N/A
13	4 years	N/A
14	3 years	N/A
15	2 years	N/A
16	1 year	N/A
17	N/A	N/A

3.1.4 Due to the reform of the pay structure and significant reduction in the number of pay points, the increase in basic pay for existing Specialty Doctors who move across to the new contract will differ. Details of the transitional arrangements for existing Specialty Doctors are outlined in section 5.

3.2 Additional earnings

3.2.1 The on-call availability supplement for SAS doctors will be amended to introduce Category A and Category B arrangements, aligning them with the current arrangements for consultants. A prospective assessment will be carried out of the typical nature of the response that the SAS doctor is likely to have to undertake when called during an on-call period.

- **Category A:** this applies where the SAS 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 SAS doctor can typically respond by giving telephone advice and/or by returning to work later.

The new arrangements will give increased supplements for those who are undertaking more onerous on-call commitments.

Frequency	Value of availability supplement as a percentage 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%

3.3 Pay progression

- 3.3.1** The parties have agreed a new pay progression system that will link progression to the development of skills, competencies and experience through the processes of job planning, appraisal and mandatory training. This is intended to enhance and strengthen existing processes, underlining the employer and doctor's mutual obligations. To deliver good patient care, there is an expectation that certain standards must be met and the new system will help ensure that all SAS doctors have the appropriate knowledge and skills they need to carry out their roles, and so make the greatest possible contribution to patient care.
- 3.3.2** The new pay progression system will:
- Enable doctors to reach the top of the pay structure more quickly.
 - Describe the minimum period of time before progression to the next pay point.
 - Remove the automaticity of pay progression.
 - Introduce a simple progression process between SAS doctors and their clinical manager and ensure that pay progression is achieved where clinical managers are satisfied that the doctor has met the required standards.
- 3.3.3** Once the transition period has ended and the new 5 point pay scale is in place, doctors will need to spend a minimum of 3 years on each pay point and evidence achievement against the criteria set out in the pay progression schedule (detailed below) before progressing to the next pay point.
- 3.3.4** Due to the transitional nature of the three-year deal and the annual changes to the temporary transitional pay points the new pay progression process which removes the automaticity of progression will not come into effect until 1 April 2023 when the pay scale reaches 5 pay points. This is in order to make the process less burdensome for both employers and SAS doctors during the transitional period. It is still expected that during the first two years of the agreement, the requirements of pay progression highlighted below are still met.
- 3.3.5** Details of the new pay progression process are outlined in Annex B. Further guidance will be developed to support employers implementing the new system.

3.4 Specialty doctor grade pay progression requirements

There will be two forms of pay progression within the specialty doctor grade;

- Standard pay progression which will be required at each pay progression point.

- Progression through the higher threshold which will be required between pay point 3 and 4.

3.4.1 Standard pay progression

Standard pay progression will require a doctor having:

- participated satisfactorily in the job planning process on a yearly basis:
 - made every reasonable effort to meet the time and service commitments in their Job Plan and participated in the annual Job Plan review;
 - met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the doctor's control, made every reasonable effort to do so;
 - worked towards any changes identified in the last Job Plan review as being necessary to support achievement of joint objectives; and
- participated satisfactorily in the medical appraisal process on a yearly basis in accordance with the GMC's requirements set out in 'Good Medical Practice'; and the outcomes are in line with organisational standards and objectives; and
- demonstrated yearly completion of the employing organisations mandatory training, or where this is not achieved for reasons beyond the doctors control, made every reasonable effort to do so; and
- No live disciplinary sanction on the doctors' record.

3.4.2 Pay Progression through the higher threshold

The criteria for passing through the higher threshold recognises the higher level of skills, experience and responsibility of those doctors working at that level. Doctors will pass through the higher threshold if they have met the criteria at a), b) and c) as set out below:

- a) Standard pay progression criteria set out above;
- b) Doctors should be able to demonstrate an increasing ability to take decisions and carry responsibility without direct supervision; and
- c) Doctors should also provide evidence to demonstrate their contributions to a wider role, for example, meaningful participation in or contribution to relevant:
 - Management or leadership
 - Service development and modernisation
 - Teaching and training (of others)
 - Committee work
 - Representative work
 - Innovation
 - Audit

3.4.3 Specialist grade pay progression requirements

There is only one type of pay progression in the specialist grade; standard pay progression.

Pay progression will depend upon a doctor having:

- participated satisfactorily in the job planning process on a yearly basis:
 - made every reasonable effort to meet the time and service commitments in their Job Plan and participated in the annual Job Plan review;
 - met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the doctor's control, made every reasonable effort to do so;

- worked towards any changes identified in the last Job Plan review as being necessary to support achievement of joint objectives; and
- participated satisfactorily in the medical appraisal process on a yearly basis in accordance with the GMC's requirements set out in 'Good Medical Practice'; and the outcomes are in line with organisational standards and objectives; and
- undertaken anonymous colleague and patient multi-source feedback (MSF) exercises since appointment/ last progression and demonstrate learning from the results. This learning will be considered as having been completed where the doctor has articulated learning points from the exercise and can demonstrated their delivery.
- performed a full audit cycle into a chosen aspect of their personal clinical practice and demonstrated any learning identified is being addressed. The audit will be chosen by the doctor and must be agreed with the clinical director as part of the job planning process.
- demonstrated ability to deliver learning to others by completion of either clinical or educational supervisor training and/or delivery of a minimum of one educational lecture/workshop relevant to area of practice to clinicians.
- demonstrated yearly completion of the employing organisation's mandatory training or where this is not achieved for reasons beyond the doctor's control, made every reasonable effort to do so; and
- No live disciplinary sanction on the doctors' record.

4. Supporting SAS doctors' Health and Wellbeing

Parties have aimed to incorporate arrangements that allow work patterns to balance flexibility and support the health and wellbeing of SAS doctors alongside the meeting of service requirements to support delivery of care and meet patient needs. This also supports the ambitions set out in the NI Workforce Strategy 2026, *Delivering for our People*.

4.1 Safeguards

A number of safeguards have been introduced to support the health and wellbeing of SAS doctors:

4.1.1 Working hours

The majority (i.e. no less than 60%) of work should normally take place in standard working hours, rather than in the out of hours (OOH) period, unless otherwise mutually agreed. Where existing job plans are in excess of 40% in OOH, the employer and doctor will work towards decreasing the percentage each year until a limit of 40% is reached, unless otherwise mutually agreed.

Elective work (defined as patient care planned and timed to suit patients and the service and booked in advance whatever the clinical setting) should not normally be scheduled to finish later than 9pm, unless mutually agreed.

When a doctor is scheduled to work after a busy night on-call, it should be for the doctor to declare, with no detriment that they are too tired to work. Any displaced time/activity should be rescheduled to take place at another time in a doctor's agreed job plan, or, where possible, covered by colleagues, or, if necessary, cancelled. Such circumstances will not affect a doctor's earnings.

4.1.2 Weekend frequency

A doctor's job plan will not require the doctor to work for more than 13 weekends (defined for this purpose as any period between 00.01 Saturday and 23.59 Sunday where work is undertaken during an on call or shift), a year (averaged over 2 years), unless mutually agreed – except where existing rotas of a greater frequency already exist.

Where higher frequency rotas already exist, they will be subject to annual review; unless they have been mutually agreed, the shared intention would be for this frequency to be reduced by a date in the future to be agreed.

4.1.3 Consecutive shifts

Where a SAS doctor works on a full shift rota, unless otherwise mutually agreed, the following will apply:

- A maximum of 4 consecutive nights, where at least three hours each night fall between 11pm and 6am
- A maximum of 4 consecutive long day shifts

4.1.4 Rest

Doctors should have a minimum period of 46 hours before and after transition between day and night shifts.

4.1.5 Working Time regulations (Northern Ireland) 2016 (WTR (NI))

A doctor may voluntarily choose to opt out of the WTR (NI) average weekly limit of 48 hours, subject to prior agreement in writing with the employer. A decision to exercise this option is individual, voluntary and no pressure may be placed on the doctor to take this option.

Under these TCS, where a doctor has opted out of the WTR (NI) average weekly working hours, overall hours are restricted to a maximum average of 56 hours per week, across all or any organisations with whom the doctor is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR (NI).

Under these TCS, a doctor who has opted-out of the WTR(NI) weekly hours limit is still bound by all of the other limits set out in the WTR (NI) and in these TCS.

A doctor's agreement to opt out may apply either to a specified period or indefinitely. To end any such agreement, a doctor must give written notice to the employer. The notice period shall be seven days, or a period up to a maximum of three months specified in the agreement, whichever is the longer.

Records of such agreements must be kept and be made available to relevant recognised unions and appropriate regulators on request.

4.1.6 Cover for absent colleagues

Under most circumstances cover for the unexpected absence of colleagues where they are part of the same rota should be for no longer 72 hours, unless mutually agreed, after which suitable locum or alternative cover should be found or clinical activities rescheduled.

Doctors and employers should not knowingly engage in internal cover that breaches working hours and rests set out in the working time regulations or the new TCS.

4.2 Annual Leave

An additional day of annual leave has been agreed after 7 years' service in the SAS grade.

Annual leave will continue to be counted in weeks, and therefore in Northern Ireland will be:

- For doctors first entering the SAS grade – 5 weeks plus 2 converted days*. (27)
- For doctors who have completed a minimum of 2 years' service in the grade – 6 weeks plus 2 converted days* (32)
- For doctors who have completed a minimum of 7 years' service in the grade – 6 weeks plus 2 converted days*, plus one extra annual leave day (33)

**In addition to annual leave entitlements, in Northern Ireland there are 10 public holidays and 2 statutory holidays these two statutory days may be by local agreement converted to annual leave.*

In order to bring SAS doctors into line with their consultant colleagues it is intended that under this agreement the following paragraph will be included in the annual leave schedule of the TCS (NI).

'The leave entitlements of Specialty Doctor and Specialist Grade in regular appointments are additional to ten public holidays and two statutory holidays. The two statutory holidays may, by local agreement (via LNC), be converted to annual leave. These days are 13th July and the 27th December (or designated day if these days fall on a Saturday or Sunday).

4.3 SAS Advocate role

This is a new role that employers will be encouraged to create. The purpose of the role is to promote and improve the support for SAS doctors' health and wellbeing. Whilst processes are already in place to support SAS doctors, SAS doctors continue to report experiences of bullying and harassment and difficulties with receiving adequate support for their health and wellbeing. Developing guidance for employers on this new role shows the commitment of the negotiating parties to improve the employment experience of SAS doctors. Further guidance on the role's responsibilities will be developed by NHS Employers and the BMA.

4.4 Job Planning

4.4.1 Additional general principles have been agreed:

- The doctor shall not undertake regular (unless otherwise agreed) additional programmed activities outside of an agreed job plan without requesting an interim review of the job plan currently being worked.
- Job Plans should support flexible working and take account of equality and diversity, to ensure that an individual doctor and specific groups are not adversely affected.

5 Modernisation of Terms and conditions

The parties have agreed to a number of changes in provisions of the terms and conditions of service to make sure that they are fit for purpose under a changing NHS/HSC to support the demands of patient care and to ensure services can be delivered.

5.1 Changes to Out of Hours

The parties have agreed that the definition of the OOH period will change to 'any time that falls outside of the period 07:00 to 21:00 Monday to Friday and any time on a Saturday or Sunday, or public holiday.'

5.2 Supporting Professional Activities (SPA)

The parties have agreed that the minimum of 1 SPA in the contract is specifically designated for job planning, and the completion of CPD requirements for appraisal and revalidation.

Further guidance is being developed between NHS Employers and the BMA on additional SPA time above the contractual entitlement.

5.3 Spare professional capacity

The parties have agreed changes to the provisions relating to spare professional capacity. The penalty for not offering an additional PA to the employer has been removed and replaced with a clause stating that if a doctor intends to undertake remunerated clinical work as a locum, the doctor is strongly encouraged to initially offer such additional hours of work to the service of the HSC via an HSC staff bank of their choosing.

5.4 Introduction of common schedules

Parties have agreed to update the contract by removing references to the old General Whitley Council Conditions and the temporary schedules and instead align with other staff groups by adopting the common terms outlined in the NHS Terms and Conditions Handbook to provide equity across staff groups. Alignment to these terms will include any future changes that are negotiated and agreed by the NHS Staff Council (of which the BMA is a member) The specific terms adopted include:

- Section 7 Payment of annual salaries
- Section 15 Leave and pay for new parents
- Section 16 Redundancy pay (Scotland, Wales and Northern Ireland)
- Section 22 Injury allowance
- Section 23 Child bereavement leave
- Section 25 Time off and facilities for trade union representatives
- Section 26 Joint consultation machinery
- Section 30 General equality and diversity statement
- Section 32 Dignity at work
- Section 33 Balancing work and personal life
- Section 34 Employment break scheme
- Annex 26 Managing sickness absences – developing local policies and procedures

In relation to the above sections:

- a) In particular, when developing relevant policies and considering flexible working requests, employers must take into account the domestic and family circumstances of doctors, including but not limited to caring responsibilities and the working patterns of partners and dependents.
- b) Employers will take into account any guidance issued by NHS Staff Council agreed through national collective bargaining arrangements.

5.5 Other Conditions of Employment

Where doctors are required to work in the evening or at night or over weekends, employers will provide an appropriate level of access to supporting facilities (rest areas, access to food and drink) as agreed locally as necessary for safe and effective provision of services.

Provisions for health assessments, publications, confidentiality and raising concerns have also been strengthened.

5.6 Acting up arrangements

Provisions are now included in the Specialty Doctor contract to ensure that appropriate recognition and remuneration are given to Specialty Doctors who act up into the Specialist or consultant grades.

5.7 Mediation and Appeals

Amendments to the formal appeal provisions to extend the period from 20 working days to 6 calendar weeks to ensure employers have enough time to convene a panel (given that the appellant's nominated panellist is likely to be a doctor themselves) and to allow SAS doctors enough time to prepare.

5.8 On-call rotas

The provision where a doctor must reside within a distance of 30 minutes or ten miles to their principal place of work has been removed and replaced with strengthening of the clause relating to a doctor's duty to be contactable.

Doctors must ensure there are clear and effective arrangements so that they can be contacted immediately at any time during a period when the doctor is on-call on a resident or non-resident basis.

Where a doctor is required to attend a clinical emergency when on-call, suitable arrangements must be made so the doctor is able to attend their principle place of work, or other agreed location, ensuring an appropriate response time to meet clinical and patient needs specific to their role. Appropriate arrangements are to be agreed between the employer and the doctor and detailed in the Job plan to allow for annual review.

5.9 Private Practice and Fee Paying Services

The three schedules relating to private practice and fee-paying services have been amalgamated and updated to reflect current practices.

5.10 Model provisions for expenses

The provisions for expenses have been updated so they are fit for purpose. Key changes include:

- Inclusion of updated subsistence allowances including night subsistence.
- Removing separate provisions for locums.
- Removing expenses for candidates (to be defined in local policy).
- Inclusion of a provision on removal expenses (to be defined in local policy).

Section 3

Transition

6. Transitional Arrangements

SAS doctors on national terms and conditions will be given the opportunity to transfer to the new contracts or opt to remain on their existing contract and Terms and conditions of Service without detriment.

- Doctors on National Terms and Conditions of Service in the 2008 Specialty Doctor grade, Staff Grades, Clinical Medical Officers, Senior Clinical Medical Officers, Hospital Practitioners and Clinical Assistants may transfer to the 2021 Specialty Doctor contract.
- Doctors on National Terms and Conditions of Service in 2008 Associate Specialist and pre-2008 Associate Specialist grades may transfer to the 2021 Specialist grade contract.
- Doctors on local terms and conditions are outside of the mandate and therefore these transitional arrangements do not apply to them.

6.1 Process of transition

The transitional arrangements apply with effect from 1 April 2021. Eligible doctors will be entitled to express their interest to transfer to the Terms and Conditions of Service during a 6-month choice window from 1 April 2021 to 31st October 2021. Where the doctor wishes to do so, they will enter into the process set out below.

6.1.1 The process to transfer to the **2021 specialty doctor TCS** shall be as follows:

- a. On or shortly after the 1 April 2021, employing organisations will write to eligible doctors to a) confirm that the doctor is eligible to transfer to these Terms and Conditions of Service and b) invite an expression of interest;
- b. The eligible doctor shall have until 31st October 2021 to confirm that they would be interested in transferring to these Terms and Conditions of Service (“an expression of interest”). An expression of interest shall not be legally binding nor shall it oblige the doctor to transfer to these Terms and Conditions of Service but it shall signify that the doctor wishes to commence the job planning process in good faith and in the expectation of transferring;
- c. The employing organisation and the doctor shall then undertake the job planning process as set out in Schedule 4 of the Terms and Conditions of Service. Following the completion of this process the employing organisation will offer the doctor a Job Plan and salary package in writing (“the offer”);
- d. Following such an offer, the doctor has 21 days within which to accept or decline the offer in writing;
- e. Where it has not been possible to agree a job plan the doctor shall have access to the provisions for mediation and appeal as set out in Schedule 5 prior to making a decision on transferring to these Terms and Conditions of Service.

6.1.2 The process to transfer to the [specialist TCS](#) shall be as follows:

- a. On or shortly after the 1 April 2021, employing organisations will write to eligible doctors to a) confirm that the doctor is eligible to transfer to these Terms and Conditions of Service and b) invite an expression of interest;
- b. The eligible doctor shall have until 30 September 2021 (6 months from the 1 April) to confirm that they would be interested in transferring to these Terms and Conditions of Service (“an expression of interest”). An expression of interest shall not be legally binding nor shall it oblige the doctor to transfer to these Terms and Conditions of Service but it shall signify that the doctor wishes to commence the job planning process in good faith and in the expectation of transferring;
- c. The doctor will need to evidence that they meet they meet the entry requirements for the Specialist grade detailed in Section 1.2 of this document;
- d. If the doctor meets the criteria, the employing organisation and the doctor shall then undertake the job planning process as set out in Schedule 4. Following the completion of this process the employing organisation will offer the doctor a Job Plan and salary package in writing (“the offer”);
- e. Following such an offer, the doctor has 21 days within which to accept or decline the offer in writing;
- f. Where it has not been possible to agree a job plan the doctor shall have access to the provisions for mediation and appeal as set out in Schedule 5 prior to making a decision on transferring to these Terms and Conditions of Service.

The job planning process should commence no later than one month following the expression of interest and be completed within three months.

If a doctor expresses an interest to transfer after 31st October 21, they will not be eligible for transfer via these transitional provisions. Exceptional circumstances will be considered for those who are absent from work for a significant period of time during the choice window.

The process of transition is also described in a flow chart in [Annex C](#).

6.2 Salary on Transfer and Back Pay

6.2.1 Specialty doctor contract 2021

Where a doctor gives an expression of interest to transfer during the choice window, in accordance with the process above and agrees a Job Plan in accordance with Schedule 4, the doctor will move to the appropriate pay point as set out in Annex A as of their pay on 31 March 2021. The pay during the transitional period up until 31 March 2024 is determined and set out in [Annex A](#).

6.2.2 The doctor will be entitled to an amount of pay equivalent to the arrears of pay they would have been entitled to receive had the contract been available from the effective date (back pay). This payment will be based upon the agreed job plan in place at 1 Apr 2021 up to the date the new job plan takes effect, including adjusted payments for OOH and on-call availability supplement and payment for any additional programmed activities, sessions or notional half days. The payment will be made as soon as practicable after transfer to these Terms and Conditions of Service.

Details of the transition to the new pay structure for each individual pay point is described in [Annex A](#).

6.3.1 Specialist contract

6.3.2 Where a doctor gives an expression of interest to transfer during the choice window, in accordance with the process above and agrees a Job Plan in accordance with Schedule 4, the doctor will move to the appropriate pay point as set out in Annex A as of their pay on 31 March 2021. The pay during the transitional period up until 31 March 2024 is determined and set out in [Annex A](#)

Where an Associate Specialist transferring to the new contract has a previous basic salary higher than the new proposed top of Specialist grade, their pay as of 31 March 2021 would be pay protected on a marked time basis until the value of the new Specialist pay scale overtakes it. This pay protection does not include annual cost of living increases until the Specialist grade pay has caught up with their protected salary.

The doctor will be entitled to an amount of pay equivalent to the arrears of pay they would have been entitled to receive had the contract been available from the effective date (back pay). This payment will be based upon the agreed job plan in place at 1 Apr 2021 up to the date the new job plan takes effect, including adjusted payments for OOH and on-call availability supplement and payment for any additional programmed activities, sessions or notional half days. The payment will be made as soon as practicable after transfer to these Terms and Conditions of Service.

Details of the transition to the new pay structure for each individual pay point is described in [Annex A](#).

Section 4

Implementation

7. The role of JNC (SAS)

The parties remain committed to monitoring the implementation of the proposed deal over the three-year period and ensure all aspects of the agreement are implemented as intended through future meetings of the JNC (SAS).

Annex A

The new 2021 Specialty Doctor pay structure for 2021/22, 2022/23 and 2023/24

The below table shows the transitional pay structure for new specialty doctors starting in the grade on or after 1 April 2021. The existing 2020/21 pay scale is included for demonstration purposes only to illustrate the benefit of the amended pay structure as part of the three-year agreement.

Years of experience	20/21 basic pay values (2008 SD contract)	Year 1 21/22	Year 2 22/23	Year 3 23/24	New pay point on Structure 23/24
less than one	£41,357	£45,344	£50,485	£51,000	1
1	£44,895	£ 45,344	£50,485	£51,000	
2	£49,491	£49,985	£50,485	£51,000	2
3	£51,955	£56,061	£56,850	£58,756	
4	£55,505	£56,061	£ 56,850	£58,756	
5	£59,042	£58,756	£58,756	£58,756	
6	£59,042	£63,285	£64,150	£65,500	3
7	£62,658	£63,285	£64,150	£65,500	
8	£62,658	£63,285	£64,150	£65,500	
9	£66,274	£ 66,937	£71,550	£72,500	4
10	£66,274	£66,937	£71,550	£72,500	
11	£69,891	£70,590	£ 71,550	£72,500	
12	£69,891	£70,590	£75,430	£80,000	5 – top
13	£69,891	70,590	75,430	80,000	
14	£73,507	74,243	75,430	80,000	
15	£73,507	74,243	75,430	80,000	
16	£73,507	74,243	75,430	80,000	
17	£ 77,124	77,895	79,000	80,000	

Individual pay journeys for existing specialty doctors moving to the new 2021 specialty doctor contract 2020 – 2024, with incremental steps

This table assumes incremental progression through the pay points on an annual basis.

Years of experience	20/21 basic pay values (2008 contract)	Basic pay value 1st April 2021	Basic pay value following increment during 21/22	Basic pay value 1st April 2022	Basic pay value following increment during 22/23	Basic pay value 1st April 2023	Basic pay value following increment during 23/24
less than one	41,357	45,344	45,344	50,485	50,485	51,000	58,756
1	44,895	45,344	49,985	50,485	56,850	58,756	58,756
2	49,491	49,985	56,061	56,850	56,850	58,756	58,756
3	51,955	56,061	56,061	56,850	58,756	58,756	65,500
4	55,505	56,061	58,756	58,756	64,150	65,500	65,500
5	59,042	58,756*	63,285	64,150	64,150	65,500	65,500
6	59,042	63,285	63,285	64,150	64,150	65,500	72,500
7	62,658	63,285	63,285	64,150	71,550	72,500	72,500
8	62,658	63,285	66,937	71,550	71,550	72,500	72,500
9	66,274	66,937	66,937	71,550	71,550	72,500	80,000
10	66,274	66,937	70,590	71,550	75,430	80,000	80,000
11	69,891	70,590	70,590	75,430	75,430	80,000	80,000
12	69,891	70,590	70,590	75,430	75,430	80,000	80,000
13	69,891	70,590	74,243	75,430	75,430	80,000	80,000
14	73,507	74,243	74,243	75,430	75,430	80,000	80,000
15	73,507	74,243	74,243	75,430	79,000	80,000	80,000
16	73,507	74,243	77,895	79,000	79,000	80,000	80,000
17	77,124	77,895	77,895	79,000	79,000	80,000	80,000

* Existing pay point 6 staff on £59,042 on 1 April 21 who move across to the new pay structure will have an adjustment made to the new pay point 6 salary to ensure an increase on transfer to the new pay grade. The salary will be £60,000. An individual incrementing from point 5 to point 6 after 1st April 2021 will move to £58,756 and will not be eligible for the uplift in salary.

Individual pay journeys for existing associate specialists moving to the new 2021 Specialist Contract 2020 – 2024

Years of experience	AS (2008) 20/21	Specialist 21/22	Specialist 22/23	Specialist 23/24
11	£89,671	£90,677	£91,584	£92,500
12	£89,671	£90,677	£91,584	£92,500
13	£89,671	£90,677	£91,584	£92,500
14	£92,558	£92,558*	£92,558*	£92,558*
15	£92,558	£92,558*	£92,558*	£92,558*
16	£92,558	£92,558*	£92,558*	£92,558*
17+	£95,450	£95,450*	£95,450*	£95,450*

Years of experience	AS (Pre-2008) 20/21	Specialist 21/22	Specialist 22/23	Specialist 23/24
13+	£91,870	£91,870*	£91,870*	£92,500

*Marked time pay protection, which means basic pay remains flat at the value on the 31st March 2021 until pay for the doctor on the specialist contract would be higher than this value.

(Given that the national AS grade closed to new entrants in 2009, doctors currently on pay points 1 – 10 on the AS pay scales are deemed not to be on national terms and conditions and therefore are not covered by the mandate for contract reform or the transitional arrangements.)

Process for pay progression

1. The clinical director/medical director will have the overall responsibility of ensuring processes are in place to sign off pay progression.
2. The submission process for pay progression is as follows:
 - Clinical managers will receive notification before a doctor's next pay progression date and initiate a meeting to review whether the requirements for progression have been met. This meeting will draw on the most recent medical appraisal and job plan review and consider the progression criteria set out in section 2 above. It is not necessary to schedule appraisals and job plan reviews to coincide with pay progression dates.
 - A locally determined simple form, template or checklist should be used to support this process, which should be signed by the clinical manager and the doctor.
 - This will then be used as the basis for confirmation of movement to the next pay point.
3. Pay points will be closed on the payroll system. Once the pay progression review has been successfully completed the clinical manager must take the necessary action to open the pay point.
4. Clinical managers must ensure that the pay progression submission process is completed in a timely fashion to ensure that pay progression can be implemented in time for the doctors pay progression date.
5. If the last appraisal or job plan review was not satisfactory but remedial actions have been successfully completed by the time of the pay progression review, the doctor will be able to progress without delay if they meet the other criteria.

Decisions to delay pay progression

6. It is expected that the doctor will achieve the required standards at the point of their pay progression date. Doctors should not be penalised if any element of the progression criteria have not been met for reasons beyond their control. Therefore, if the doctor has been prevented by any action or inaction on the part of the employer from satisfying any element of the progression criteria they will not be prevented from moving to the next pay point. Employers and doctors will be expected to identify problems affecting the likelihood of meeting objectives as they emerge, rather than wait until the Job Plan review to allow time for possible solutions to be found.
7. In situations where criteria have not been met, and there are no mitigating factors sufficient to justify this, it is expected that an individual's pay progression will be delayed for one year, subject to arrangements outlined in paragraphs 8 - 9 below.
8. The clinical manager must use the pay progression review meeting described in paragraph 2 to discuss the criteria that have not been met and review previous discussions about these, consider any mitigating factors, and record their decision.
9. The clinical manager should discuss and agree a plan with the doctor for any remedial action needed to ensure that the required criteria for pay progression are met for the following year, including a timescale, and how any training and support needs will be met. The doctor must take all necessary steps to meet the requirements and the clinical manager must provide the necessary support.

Absent from work when pay progression is due

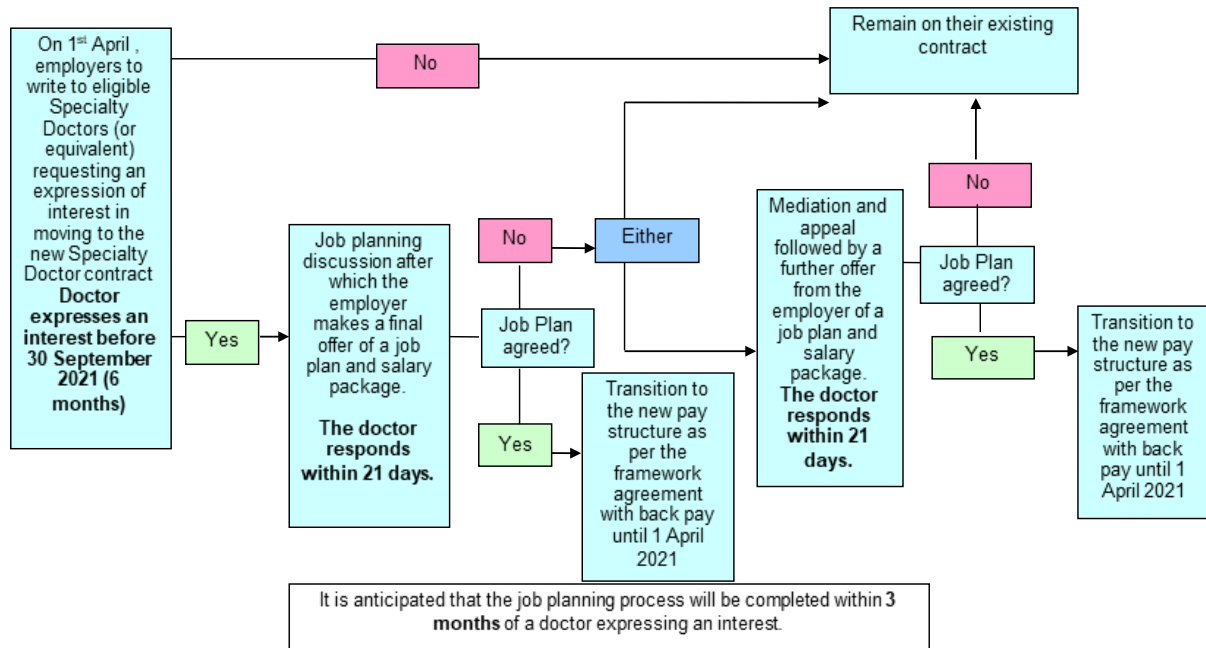
10. If a doctor is absent from work for reasons such as parental or sickness leave when pay progression is due, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result.
11. In the case of planned long-term paid absence such as maternity, adoption and shared parental leave the pay progression review can be conducted early if this is reasonable and practical, allowing the pay progression to be applied on their pay progression date in their absence. If a pay progression review cannot be conducted prior to the pay progression date, pay progression should be automatically applied in the individual's absence, subject to paragraph 10.
12. If there was a disciplinary sanction in place at the point the individual went on leave, pay progression should not be applied in their absence.

Moving to a new employer

13. If a doctor moves to a new employer shortly before pay progression is due, the new employer will be expected to carry out the review required, within three months of the date that the doctor begins work for the new employer ("the date of employment"). If progression is granted, pay shall be backdated to the pay progression date. If such a review is not undertaken by the new employer within 3 months following the date of employment the provisions of paragraph 6 shall apply.

Transitional flowchart

Transfer flowchart – 2008 Specialty Doctor to 2021 Specialty Doctor contract



Transfer flowchart – Associate Specialist to 2021 Specialist Contract

