

Junior Doctors' Contract 2016 Implementation Lead Employer Trust (LET)

We will be updating these FAQs on a regular basis so please keep reviewing them for further detail on the new contract

The LET will implement the 2016 Terms & Conditions as follows:

February 2017

- Psychiatry Trainees taking up next appointments (all grades)
- GP trainees in Psychiatry Placements (all grades)

August 2017

- All remaining trainees taking up next appointments (all grades)

Trainees who have been appointed to a Core or Specialty Training programme within HEENE commencing from August 2016 depending on the Specialty, as above, have been issued with a 6 month or 12 month contract of employment based on the 2002 T&C's depending on the specialty. After this period you will be offered a contract of employment which will be based on the 2016 T&C's for the remainder of the training programme you have been appointed to.

To take up your training you need to be employed, if you choose not to accept the 2016 TCS then you will need to surrender your NTN or DRN.

In addition, all trainees who apply through fair and open recruitment to a new post before August 2017 will be issued with a contract of employment based on their current T&C's until August 2017, from 2nd August 2017 will move onto a contract of employment under the T&C's of 2016.

Q: What happens if I change from Full Time to Less Than Full Time (LTFT) (or from LTFT to Full Time)?

A: If you change your working hours and status you will receive an amendment to your current contract of employment. Therefore, if you are currently on the 2002 T&C's you will remain on these with an amendment to contract letter extending this contract. If you are on the 2016 T&C's you will remain on these. If however, you are changing your working hours when taking up a new appointment you will move onto the 2016 T&C's as above.

Q: I currently hold an NTN/DRN within HEENE and a contract of employment with the LET based on 2002 T&C's. If I apply for another position within HEENE will I remain on the 2002 T&C's?

A: No, as you have applied through fair and open recruitment and made a new application you will be given a contract of employment based on the above implementation plan. So, depending on the specialty and start date, you may receive a fixed term contract based on 2002 T&C's until August 2017 and then will be issued with a contract based on 2016 T&C's for the remainder of your training post.

Q: What are the pay protection arrangements?

A: The 2016 contract provides an initial period of pay protection for doctors who are in training programmes on 2 August 2016 who remain in those programmes, or progress directly to their next programme on or after 3 August 2016. There are two sections to the pay protection provisions:

Section one

Section one covers foundation doctors, core trainees and doctors in the early stages of run-through training. Doctors covered by section one includes:

- All doctors commencing F1 on 3 August 2016.
- All doctors remaining on F1 or remaining on F2 as at 3 August 2016.
- All doctors entering F2 directly from F1 or from other training programmes on 3 August 2016.
- All new entrants to core or run-through speciality training (CT1 / ST1) from F2 or from other training programmes on 3 August 2016.
- All doctors moving into CT2, ST2 or CT3 grades from the grade immediately below or from other training programmes on 3 August 2016.
- All doctors remaining in the CT1, ST1, CT2, ST2 or CT3 grades as at 3 August 2016.
- All doctors progressing directly from core training or from other training programmes to higher training at ST3 point (or for doctors entering higher training in psychiatry or emergency medicine at the ST4 point) on 3 August 2016.

Pay protection for section one trainees will be through calculation of a cash floor. Should earnings under the 2016 contract be lower than this cash floor amount, an additional payment will be made to make up the difference. The cash floor is calculated as:

- the value of incremental point on the day immediately prior to moving to the 2016 TCS, plus
- the value of the GP supplement or banding supplement payable on 31 October 2015 (subject to a maximum of 1A or if the doctor has opted out of WTR, 2A) for

the post the doctor was in on the day immediately prior to moving to the 2016 TCS.

Section Two

Section two covers doctors in higher specialty training and the later stages of run-through training. Doctors in section two include:

- Doctors already at ST3 or above on a run-through training programme on 2 August 2016.
- Doctors already in higher specialty training programmes on 2 August 2016.
- Specialist registrars (SpRs) on a pre-2007 training programme.

Doctors in section two will continue to be paid a basic salary based on the current 2002 New Deal pay scales (MN37), annual increments and a banding payment. A banding questionnaire is included with the TCS as Annex B for the purposes of calculating the banding supplement payable.

Full eligibility for pay protection is set out in Schedule 14 of the TCS.

Q: How long will transition last?

A: The 2016 contract provides for transitional pay protection to apply for four years of continuous employment from the point at which a doctor moves to the new contract, or until they exit training, or 3 August 2022, whichever is the sooner.

Q: What happens to my pay protection if I take time out of training? (e.g. maternity leave) or who train part time?

A: An employee who takes time out of training or who trains part time can have this period extended (Schedule 14 of the TCS).

Q: Will doctors currently absent due to maternity, shared parental, adoption or long term sick leave or an approved OOP be eligible for pay protection when they return to training?

A: Yes, provided that the doctor still holds an NTN or were part way through their foundation or core training programme when their OOP was agreed or absence started, pay protection will apply.

For the purposes of Section One pay protection, the protected level of pay for doctors absent at the point of transition shall be:

1. The incremental pay point the doctor would have reached had they not been absent; plus

2. The value of the banding supplement paid on 31 October 2015 for the rota the doctor would have been working on had they not been absent at the point of transition, subject to a maximum of 50 per cent (or 80 per cent for those opted out of the working time regulations).

Q: Will a doctor who was not in an approved training programme (e.g. taking a break in training between core and higher specialty programmes or between foundation and specialty training) qualify for pay protection when they return to training after 3 August 2016?

No, the 2016 contract provides transitional pay protection for F1 doctors joining in August 2016 and for doctors in training programmes on 2 August 2016 remaining in their programme or progressing directly to their next training programme. There are some exceptions:

- a. A doctor who has accepted a place in a training programme in a 2015 recruitment round, or earlier, and has agreed with Health Education England to defer the entry date at that time will qualify for pay protection when entering that programme on the agreed date.
- b. A doctor who has accepted a place on a training programme during a 2016 recruitment round (prior to 30 June) and has agreed with HEE a deferral of the start date will qualify for pay protection when entering that programme on the agreed date.
- c. A doctor who has accepted an appointment to start a period of research or organised leadership programme (e.g. the FMLM scheme) prior to 31 March 2016 without having secured a place on a GP or specialty training programme, and who would otherwise qualify for pay protection on return to training under the 2016 terms and conditions of service. To be eligible for pay protection in this circumstance, the doctor must enter a nationally recognised specialty training programme at the first available opportunity, in line with the national specialty training recruitment timetable, following the successful completion of that academic or leadership work. This provision will only be extended to those who have made the decision to take up such academic or leadership programme activity prior to 31 March 2016. Doctors should be asked to provide evidence of the date upon which they accepted this academic or leadership work to prove their eligibility for pay protection.

Q: What pay protection will apply for a doctor who switches training programme or returns to training from being a SAS doctor (or other nationally recognised grade)?

A: If during the period of transition, doctors in training choose to switch training programmes, without a break in training of more than three months, subject to qualification periods, they will benefit from transitional Section One cash floor pay

protection until the end of their transition period. See Schedule 14 para 4 of the 2016 terms and conditions (TCS).

Additionally, and also subject to qualification periods outlined in the TCS, the 2016 contract permanently provides for pay protection at the level of basic pay, where doctors either re-enter training from another nationally recognised grade or switch from a specialty training programme directly into an agreed hard to fill training programme. Currently these are general practice, psychiatry and the higher stages of emergency medicine (ST4+). See Schedule 2 of the TCS.

Q: What will happen to doctors from other nationally recognised career grades who have applied to return training this year?

A: They will have made those applications based on an assumption that para 132 of the 2002 contract will apply and that pay protection will apply? We recognise that some doctors may have made the decision to apply to return to training prior to when the full terms and conditions of service (TCS) were available.

The 2016 contract provides permanent pay protection for some doctors re-entering training into the recognised hard to fill specialties (Schedule 2 paragraphs 49-52). However, where doctors in the nationally recognised career grades have already successfully applied to re-enter training in the 2016 recruitment rounds, and they meet the eligibility criteria set out in paragraph 50, the pay protection outlined in paragraph 51 will apply irrespective of their training programme (except for re-entry to the foundation programme). The extension of this provision to doctors entering programmes in any training programme (except foundation programme) will only apply to those who applied in 2016 recruitment rounds as it will protect the pay expectations they had when making that application. Doctors who successfully applied for training in previous years who have deferred their entry to training will be covered under other transitional arrangements for pay protection.

Q: Will the payment of band 3 supplements that were payable on 31 October 2015 be protected during transition?

A: No. The highest level to which protection can be applied under the proposed contract will be Band 2A (80 per cent) for those who have opted out of working time regulations, or Band 1A for those who have not opted out. As a consequence of the proposed contractual safeguards on working patterns that would have previously triggered band 3 payments are no longer permitted under the 2016 contract.

Q: Can a doctor choose to receive pay under Schedule 2 of the 2016 contract during the transition period rather than Schedule 14 (Section Two) pay protection based on the New Deal pay system?

A: No. In order for the 2016 contract to deliver cost neutrality, one of the fundamental requirements for the introduction of the new offer, the costs have been modelled by

including Section two pay protection values for trainees in the higher stages of training. Any divergence from this plan may result in higher costs.

Q: What will happen for doctors with previous NHS service who re-enter training from a post that was not in a nationally recognised grade e.g. trust grade, clinical fellow etc.? Will they have any of their pay protected on transition to the new contract?

A: We recognise that some doctors may have made the decision to apply to return to training from trust doctor posts, or other types of medical posts that are not nationally recognised, expecting their previous NHS service to be recognised in determining their future pay. These doctors are not afforded pay protection in Schedule 2 of the 2016 contract.

However, such doctors who applied to re-enter training prior to the publication of the 2016 TCS on 31 March 2016 and are due to commence that post before 10 February 2017 (unless deferral of entry has been agreed) will, by exception, also be considered for the pay protection arrangements outlined in Schedule 14.

The incremental point paid to that doctor after commencing that training programme under 2002 TCS shall be used for the determination of pay protection on transition to the 2016 contract. Where such doctors commence their training programme directly on the 2016 TCS, the 2002 terms shall be used to determine what the appropriate incremental point would have been on the day immediately prior to transition, had they already been in post.

Q: Will banding supplements be protected if hours and banding change within a rotation?

A: If hours change during a placement, the provisions of Schedule 2 paragraphs 60-62 will apply. If pay increases due to a work schedule review, pay will increase from the date the change is implemented (other than in exceptional circumstances). Where the work schedule review is required by your employer and, as a consequence pay will decrease, total pay will be protected until the doctor moves to their next placement. Where changes to the work schedule are requested by the doctor, any pay decreases will be reflected in total pay from the point the change is implemented.

Q: For the purposes of pay protection in Schedule 2 paragraph 50, what are the agreed hard to fill training programmes?

A: The agreed hard-to-fill training programmes will be set out in the Medical and Dental Pay and Conditions Circular. Pay and Conditions Circular (M&D) 2/2016 identifies applicable training programmes as higher training in emergency medicine (ST4+), general practice, and psychiatry.

Q: What are the 2016 contract arrangements for annual leave and bank holidays?

A: Annual leave under the new proposal will be stated in days, rather than weeks. In addition, statutory days will be incorporated in to the annual leave allowance. This means that leave allowance on first appointment will be 27 days, increasing to 32 days after five years' service. Annual leave for LTFT trainees will be pro-rata. Leave arrangements can be calculated in hours for non-standard working patterns. Existing arrangements for the definition of a 'day', giving notice for annual leave, time off in lieu for bank holiday working and payment for untaken leave remain unchanged.

Pay

Q: What will my basic salary be?

A: You will be paid a basic salary at a nodal pay point linked to your grade/level of responsibility (rather than time served). There are four points on the nodal pay scale are:

Foundation Year 1 –	Nodal Point 1 – £26,350
Foundation Year 2 –	Nodal Point 2 - £30,500
Specialty Registrar (StR)/	CT1/2 - Nodal Point 3 - £36,100
Core Training/Dental Core Training	CT3 - Nodal Point 4 - £45,750
Specialty Registrar (StR) (Run –Through)/	ST1/ST2 – Nodal Point 3 - £36,100
Specialist Registrar (StR) (Higher-Training)/	ST3-ST8 – Nodal Point 4 - £45,750
Specialist Registrar	

Q: What will I be paid for additional rostered hours?

A: Basic pay will be for a 40-hour week, including paid breaks. Additional rostered hours, up to a maximum of 8 hours, can be contracted additionally and reflected in the work schedule. Such additional hours will be paid at the basic hourly rate (with appropriate enhancements payable for nights and weekends above a certain frequency). Additional rostered hours are not pensionable.

Q: What will I be paid for evenings and nights?

A: You will be paid an enhancement of 37% of the hourly basic pay rate on any hours worked between 9pm and 7am on any day of the week. In addition to this, if you work a shift which begins no earlier than 8pm and no later than midnight, and is at least 8 hours duration, you will be paid an enhancement of 37% of the hourly basic pay rate on all hours worked up to 10am on any day of the week.

Guidance for GP practices

Q: What has changed?

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A: GP specialty trainees (GPSTs) will now be employed under the same arrangements as hospital-based trainees. Up until now, while in practice placements, GPSTs have been employed according to the provisions of the schedules contained in the *Directions to Health Education England (GP Registrars) 2013*, instead of under the same terms and conditions that apply to all other doctors in training.

It is important to note that as these are completely new terms and conditions, some things will be different from the terms which have been used in the past for GPSTs. The most obvious changes relate to the pay system, but it is important to be aware of other changes relating to working hours, leave and expenses.

Q: How are GPSTs paid in the 2016 contract?

A: Arrangements for pay are set out in Schedule 2 of the 2016 TCS, and pay values are set out in the latest medical and dental pay and conditions circular. Doctors will be paid a basic salary for 40 hours per week, at the nodal point paid to their grade.

Instead of the 45% supplement which existed under previous arrangements, GPSTs will now be entitled to the GP flexible pay premium (FPP) while in their practice placement. Details of this are set out in paragraphs 28 to 31 of schedule 2 of the TCS, the current value of this premium is £8,200 per annum.

In addition, GPSTs may be entitled to other pay elements set out in schedule 2. For example, should they work any hours that fall within unsocial hours periods, they will be entitled to be paid an unsocial hours enhancement for these hours.

Q: How we will produce a work schedule for our GPSTs?

A: Detail around work schedules is contained in schedule 4 of the 2016 TCS (paragraph 15 of Schedule 4 gives detail specific to GPSTs). This paragraph explains that the GPST work schedule should reflect the 2012 Committee of General Practice Education Directors (COGPED) guidance and around the sessional split. This is how working patterns for GPSTs operate now, so has effectively not changed.

The LET will work with the Out-of-hours providers so that accurate work schedules can be issued to the GPSTs, the work schedule will provide the breakdown of the pay for the role.

Q: How will the Guardian of safe working hours work in GP practices?

A: The LET is in the process of appointing a Guardian of safe working. The Guardian will cover GPSTs during their practice placement. During a hospital placement GPSTs will be covered by the host training trust guardian of safe working who will provide quarterly reports to the LET.

It is important to keep in mind, when assessing the time commitment needed from a guardian that most issues should be dealt with via the line manager. It is not the intention that the guardian is involved in resolving every issue. A local process will be agreed locally going forward.

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28th March 2017