

# Framework agreement for SAS contract reform in Wales



## Preamble to the framework agreement on SAS contract reform

When Welsh Government, NHS Wales Employers and BMA Cymru Wales staff, associate specialist and specialty doctor committee (WSASC) agreed to enter joint negotiations with counterparts in England and Northern Ireland on the development of new specialty doctor and senior SAS doctor contracts, all parties also agreed to further separate discussions in social partnership to consider the contractual proposals within a Welsh perspective.

During these discussions, held from October 2020 to January 2021, parties agreed to the inclusion of reference to Welsh guidance on the provision of time and resources for continuing professional development, including SPA, within the new contracts.

All parties identified the introduction of new contracts as an important opportunity to build upon work already done in Wales on the implementation of the SAS Charter and the longstanding Wales Good Practice Guide to further improve SAS doctor working lives.

As such all parties have committed to an onward programme of discussions in social partnership to build upon the agreement reached during the joint negotiations. These are:

- Updating and strengthening the Wales Good Practice Guide to support SAS doctors to access SPA time above the contractually mandated minimum through appropriate job planning processes
- Developing bespoke guidance for SAS doctors on developing and accessing secondment opportunities for professional development
- Encouraging health boards to identify doctors on local contracts who are eligible to be considered for the new national TCS, as set out in the SAS Charter for Wales
- Designing a role profile for the SAS advocate role to be introduced in health boards and trusts across Wales
- Jointly agreeing the use of any additional funds provided by Welsh Government during contract implementation for the benefit of SAS doctors

This work will now be undertaken by a task and finish group including members of Welsh Government, NHS Wales Employers and BMA Cymru Wales and will be monitored by the Medical and Dental Business Group.



Helen Arthur  
Interim Director of Workforce  
and Corporate Business  
Welsh Government



Richard Tompkins  
Director  
NHS Wales Employers



Dr Ali Nazir  
WSASC chair  
BMA Cymru Wales

# Framework agreement on the reform of the specialty doctor contract and the introduction of the new specialist contract in Wales

## Scope and status

This framework agreement is adopted by the Joint Negotiating Committee SAS (JNC(SAS)) following agreement with all constituent parties to the outcome of the joint negotiations with representatives from England, Wales and Northern Ireland.

It is intended that this agreement covers all NHS employers in Wales employing SAS doctors.

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 changes to pay structures and the terms and conditions of service (TCS) that the 2021 specialty doctor and specialist contract will adopt that employers, the British Medical Association (BMA) Cymru Wales and the Welsh Government are agreeing to implement, over the period of the agreement and going forward.

This framework is adopted following the confirmation of the relevant funding received from the Minister for Health and Social Services for Wales. The investment into reform supports the changes to the pay scales and TCS over the course of the three-year agreement.



**Kathy McLean OBE**  
Management side co-chair  
Chair, University Hospitals of Derby and  
Burton NHS Foundation Trust



**Lawrence Atkins**  
Staff side co-chair  
Specialty Doctor in Psychiatry and Clinical Lead  
Veterans Mental Health Complex Treatment and  
High Intensity Services (North of England)  
Leeds and York Partnership NHS Foundation Trust

## Introduction and context

In response to the recommendations made in the Doctors' and Dentists' Review Body's (DDRB) 47th report in September 2019, the Minister for Health and Social Services committed to negotiations with the BMA Welsh staff, associate specialist and specialty doctor (SAS) committee, on a multi-year pay agreement, incorporating contract reform and the development of a new senior SAS grade to extend career development for this group of doctors and dentists.\*

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.

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 high-quality care to patients.

The BMA, NHS Wales Employers and Welsh Government 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 in Wales. Members will be asked to consider whether they accept the new contracts. If members vote to accept the new contracts, the 2008 specialty doctor contract will be closed to new entrants from 1 April 2021 and the available contracts going forward would be the 2021 specialty doctor TCS and the specialist TCS.

The new contracts will apply to new staff entering the SAS grades from 1 April 2021 and to SAS doctors employed on new contracts from that date forwards. Current doctors employed on the national TCS specialty doctor 2008 contract, those employed under the national closed TCS for associate specialists 2008, and those employed on other closed national SAS grades, will be given the option to transfer to the equivalent revised TCS or remain on current TCS.

If the new contracts are accepted by referendum, a transition process will be in place for existing SAS doctors employed on national TCS to choose to transfer to the new TCS (subject to the transitional arrangements set out in section 5) or to remain on their current TCS. A six-month choice window between 1 April 2021 and 30 September 2021 will be open for doctors to express their interest in moving over to the new TCS.

The negotiations took place across England, Wales and Northern Ireland and this framework agreement sets out the agreements for Wales 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 three-year transition process in year 2023/24.

This framework document represents the outcomes of the negotiations. To note:

- NHS Wales Employers has agreed these changes in negotiations on behalf of employers.
- The BMA Welsh SAS committee will now put this agreement to their membership with their endorsement.
- The parties together support the new contracts and are committed to partnership working to ensure that the contracts effectively support the delivery of high-quality patient care by supporting recruitment and retention of SAS doctors.
- In future, the JNC(SAS), made up of the BMA and employer representatives, will become the vehicle through which any further changes are agreed collectively. The Medical and Dental Business Group (MDBG) will also be a forum to collectively agree changes to the contracts in Wales and will review changes made by JNC(SAS) prior to their

implementation in Wales. The closed contracts will no longer be maintained through these mechanisms.

- Representatives from the government and NHS employers have agreed to the changes set out in this document.
- The final TCS will need to undergo a legal review by the relevant parties.
- Any guidance that is referenced in this framework agreement is to support the implementation of the contracts and demonstrates the shared intention of parties, however it does not form part of the contractual TCS.
- Wherever 'doctor' is used in this document, it is intended to mean a doctor or dentist.

## Equalities impact assessment

Welsh Ministers have an equality duty under s.149 of the Equality Act 2010 to consider the impact of any changes in relation to the protected characteristics. The parties have developed this agreement in full awareness that a comprehensive equalities impact assessment, on the proposed amendments to the contract, will need to be commissioned to support this agreement.

### 1. The new specialist grade

Parties have agreed the introduction of a new grade, called 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.

#### 1.1 The role

This is a new role being introduced to the NHS. 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.

Further guidance on the role is being developed between parties to ensure that clear and consistent descriptions of the roles and responsibilities are applied across the NHS.

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.

The stakeholders involved in this work include Academy of Medical Royal Colleges (AoMRC), BMA, British Dental Association (BDA), DHSC, Health Education England (HEE), Health Education and Improvement Wales (HEIW), NHS Employers, NHS Wales Employers and NHSEI.

## 1.2 Entry Criteria

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.
- 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 six 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 capabilities framework.

The specialist generic capabilities framework has been developed in partnership with the BMA, AoMRC 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.

Whilst the appointment process for the specialist grade will not be incorporated into the TCS, 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.

## 1.3 Basic pay structure

The pay structure for the new specialist grade is made up of three pay points. Doctors will need to spend a minimum of three 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 two below). New specialists with zero years' experience at that level will reach the top of the pay scale in a minimum of six years on this contract.

| Years of 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   |

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 Pension Scheme, due to it being a career average revalued earnings (CARE) scheme.

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         | 0                   | £79,894 | £80,693 | £81,500 |
|           | 1                   | £79,894 | £80,693 | £81,500 |
|           | 2                   | £79,894 | £80,693 | £81,500 |
| 2         | 3                   | £85,286 | £86,139 | £87,000 |
|           | 4                   | £85,286 | £86,139 | £87,000 |
|           | 5                   | £85,286 | £86,139 | £87,000 |
| 3 – Top   | 6                   | £90,677 | £91,584 | £92,500 |

#### 1.4 Terms and conditions of service (TCS)

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.

## 2. 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 is 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.

### 2.1 Basic pay

The pay structure of the specialty doctor grade has been reformed to move from an 11-point pay scale to a five-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 2021 and 31 March 2024 are detailed in Annex A.

Once the final pay structure is in place as of 1 April 2023, doctors will need to spend a minimum of three 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).

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 years on the current contract.

| Years of experience as a specialty doctor | 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        |

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 five.

## 2.2 Additional earnings

The on-call availability supplement for SAS doctors will be amended to introduce Category A and Category B arrangements. 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** 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** 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%         |

## 2.3 Pay progression

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.

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.

Once the transition period has ended and the new five-point pay scale is in place, doctors will need to spend a minimum of three 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.

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 the final position of five 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 met.

Details of the new pay progression process are outlined in Annex B. Further guidance will be developed to support employers implementing the new system.

### 2.3.1 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 three and four.

#### Standard pay progression

Standard pay progression will require a doctor to have:

- participated satisfactorily in the job planning process on a yearly basis, including:
  - making every reasonable effort to meet the time and service commitments in their job plan and participated in the annual job plan review
  - meeting 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
  - working towards any changes identified in the last job plan review as being necessary to support achievement of joint objectives

- participated satisfactorily in the medical appraisal process on a yearly basis in accordance with the General Medical Council's (GMC) requirements set out in 'Good Medical Practice', and the outcomes are in line with organisational standards and objectives
- 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
- no live disciplinary sanction on the doctors' record.

### **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) Doctors have met the standard pay progression criteria.
- b) Doctors should be able to demonstrate an increasing ability to take decisions and carry responsibility without direct supervision.
- c) Doctors should also provide evidence to demonstrate their contributions to a wider role, for example, meaningful participation in, or contribution to any of the following relevant areas:
  - management or leadership
  - service development and modernisation
  - teaching and training (of others)
  - committee work
  - representative work
  - innovation
  - audit.

#### **2.3.2 Specialist grade pay progression requirements**

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

Pay progression will require a doctor to have:

- participated satisfactorily in the job planning process on a yearly basis, including:
  - making every reasonable effort to meet the time and service commitments in their job plan and participated in the annual job plan review
  - meeting 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
  - working towards any changes identified in the last job plan review as being necessary to support achievement of joint objectives
- 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
- 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 demonstrate 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
- no live disciplinary sanction on the doctors' record.

## 3. 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 meeting service requirements to support delivery of care and meet patient needs. This also supports the ambitions set out in A Healthier Wales: Our Workforce Strategy for Health and Social Care.

### 3.1 Safeguards

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

#### 3.1.1 Working hours

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

#### 3.1.2 Weekend frequency

A doctor's job plan will not require work for more than 13 weekends (defined for this purpose as any period between 00.01am Saturday and 23.59pm Sunday where work is undertaken during an on call or shift), a year (averaged over two 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 mutually agreed, the shared intention would be for this frequency to be reduced by a date in the future to be agreed.

#### 3.1.3 Consecutive shifts

For SAS doctors working a full-shift rota, unless otherwise mutually agreed, the following will apply:

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

#### 3.1.4 Rest

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

#### 3.1.5 Working time regulations (WTR)

A doctor may voluntarily choose to opt out of the WTR 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 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.

Under these TCS, a doctor opting out of the WTR weekly hours limit is still bound by all of the other limits set out in the WTR 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.

### **3.1.6 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.

## **3.2 Annual leave**

An additional statutory holiday day was agreed locally Wales in 2012 and formalised in October 2019 through Pay Circular M&D(W) 1/2019, bringing the total annual leave entitlement for SAS doctors who have completed a minimum of two years in a SAS grade to 33 days. This means that:

- doctors first entering the SAS grade will be entitled each year to five weeks plus three days annual leave plus eight public holidays.
- doctors who have completed a minimum of two years' service in a SAS grade will be entitled each year to six weeks plus three days annual leave plus eight public holidays.

## **3.3 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; further details will be set out in jointly agreed guidance. While processes are already in place to support SAS doctors, they 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 SAS advocate role shows the commitment from negotiating parties to improve the experience of SAS doctors. Further guidance on the role's responsibilities will be developed by Welsh Government, NHS Wales Employers and the BMA Cymru Wales.

## **3.4 Job planning**

The 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.

## 4. Modernisation of the terms and conditions

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

### 4.1 Changes to out of hours

The parties have agreed that the definition of OOH 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'.

### 4.2 Supporting professional activities (SPA)

The SAS Doctors and Dentists Charter for Wales, published in April 2016, states that "A job plan must contain appropriate SPA time for the role" and the parties have clarified that the minimum of one SPA in the contract is specifically designated for job planning, and the completion of CPD requirements for appraisal and revalidation.

Further guidance is also set out in the Wales Good Practice Guide (2006) which states that "The service in Wales recognises and recommends that SAS doctors should have in the order of twenty per cent of their working time (based on a basic full-time commitment) identified for CPD activities and for their contributions to the work of the clinical team. Ideally this is as protected time on a regular weekly basis or if undertaken more flexibly, will need to be discussed and agreed during job planning, dependent on the particular circumstances of the Doctor/job."

Further guidance will continue to be developed between Welsh Government, NHS Wales Employers and BMA Wales on additional SPA time above the contractual entitlement which will build on the existing Good Practice Guide and SAS Charter

### 4.3 Spare professional capacity

The parties have agreed changes to the provisions relating to spare professional capacity 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 NHS via an NHS staff bank of their choosing.

### 4.4 Introduction of common schedules

The 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 of Service 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 Employers agreed through national collective bargaining arrangements.

#### **4.5 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.

#### **4.6 Acting up arrangements**

Provisions are now included in the specialty doctor contract to ensure that appropriate recognition and remuneration are given to speciality doctors who act up into the specialist or consultant grades.

#### **4.7 Mediation and appeals**

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

#### **4.8 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.

#### **4.9 Private practice and fee-paying services**

The schedule on private practice and fee-paying services has been amended.

#### **4.10 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).

## 5. Transitional arrangements

SAS doctors on national TCS will be given the opportunity to transfer to the new contracts or opt to remain on their existing contract and TCS without detriment.

- Doctors on national TCS 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 TCS in 2008 associate specialist and pre-2008 associate specialist grades, may transfer to the 2021 specialist grade contract, subject to the process outlined below.
- Doctors on local TCS are outside of the mandate and therefore these transitional arrangements do not apply to them.

### 5.1 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 TCS during a six-month choice window from 1 April 2021 to 30 September 2021. Where the doctor wishes to do so, they will enter into the process set out below.

#### **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 TCS and b) invite an expression of interest.
- b. The eligible doctor shall have until 30 September 2021 (six months from the 1 April) to confirm that they would be interested in transferring to these TCS (“an expression of interest”). An expression of interest shall not be legally binding nor shall it oblige the doctor to transfer to these TCS, 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 TCS. 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 final decision on transferring to these TCS.

#### **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 TCS and b) invite an expression of interest.
- b. The eligible doctor shall have until 30 September 2021 (six months from the 1 April) to confirm that they would be interested in transferring to these TCS (“an expression of interest”). An expression of interest shall not be legally binding nor shall it oblige the doctor to transfer to these TCS 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 final decision on transferring to these TCS.

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 30 September 2021, 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.

## **5.2 Salary on transfer and back pay**

### **5.2.1 2021 specialty doctor contract**

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.

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 April 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 TCS.

Details of the transition to the new pay structure for each individual pay point is described in Annex A.

### **5.2.2 Specialist contract**

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 top of the new proposed 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 catches 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 April 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 TCS.

Details of the transition to the new pay structure for each individual pay point is described in Annex A.

## **6. Additional funds**

Welsh Government, NHS Wales Employers and BMA Cymru Wales will work together to jointly agree the use of any additional funds provided by Welsh Government during contract implementation for the benefit of SAS doctors.

## **7. The role of JNC (SAS) and MDBG**

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).

The parties further agree to the monitoring of implementation of the proposed deal through future meetings of MDBG. Where further areas of work are laid out in the joint preamble to this agreement, these will be progressed through a task and finish group assembled by MDBG.

## 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 2020/2021 pay scale is included for demonstration purposed only to illustrate the benefit of the amended pay structure as part of the three-year agreement.

| Years of Experience Point | 20/21   | Year 1 2021/22 | Year 2 2022/23 | Year 3 2023/24 | New pay point structure in 2023/24 |
|---------------------------|---------|----------------|----------------|----------------|------------------------------------|
| 0                         | £41,360 | £45,345        | £50,620        | £51,000        | 1                                  |
| 1                         | £44,896 | £45,345        | £50,620        | £51,000        |                                    |
| 2                         | £49,494 | £49,989        | £50,620        | £51,000        |                                    |
| 3                         | £51,957 | £56,061        | £57,182        | £58,756        | 2                                  |
| 4                         | £55,506 | £56,061        | £57,182        | £58,756        |                                    |
| 5                         | £59,044 | £58,756        | £58,756        | £58,756        |                                    |
| 6                         | £59,044 | £63,285        | £64,550        | £65,500        | 3                                  |
| 7                         | £62,658 | £63,285        | £64,550        | £65,500        |                                    |
| 8                         | £62,658 | £63,285        | £64,550        | £65,500        |                                    |
| 9                         | £66,276 | £66,939        | £72,003        | £72,500        | 4                                  |
| 10                        | £66,276 | £66,939        | £72,003        | £72,500        |                                    |
| 11                        | £69,894 | £70,593        | £72,003        | £72,500        |                                    |
| 12                        | £69,894 | £70,593        | £75,730        | £80,000        | 5 - Top                            |
| 13                        | £69,894 | £70,593        | £75,730        | £80,000        |                                    |
| 14                        | £73,510 | £74,245        | £75,730        | £80,000        |                                    |
| 15                        | £73,510 | £74,245        | £75,730        | £80,000        |                                    |
| 16                        | £73,510 | £74,245        | £75,730        | £80,000        |                                    |
| 17                        | £77,126 | £77,897        | £79,144        | £80,000        |                                    |

Individual pay journeys for existing specialty doctors moving to the new 2021 specialty doctor contract 2020–24

| Years of Experience Point | 2008 Specialty Doctor Basic Pay | 2021 Specialty Doctor Basic Pay Journey |         |         |
|---------------------------|---------------------------------|---|---------|---------|
|                           |                                 | 20/21                                   | 21/22   | 22/23   |
| 0                         | £41,360                         | £45,345                                 | £50,620 | £58,756 |
| 1                         | £44,896                         | £49,989                                 | £57,182 | £58,756 |
| 2                         | £49,494                         | £56,061                                 | £57,182 | £58,756 |
| 3                         | £51,957                         | £56,061                                 | £58,756 | £65,500 |
| 4                         | £55,506                         | £58,756                                 | £64,550 | £65,500 |
| 5                         | £59,044                         | £63,285                                 | £64,550 | £65,500 |
| 6                         | £59,044                         | £63,285                                 | £64,550 | £72,500 |
| 7                         | £62,658                         | £63,285                                 | £72,003 | £72,500 |
| 8                         | £62,658                         | £66,939                                 | £72,003 | £72,500 |
| 9                         | £66,276                         | £66,939                                 | £72,003 | £80,000 |
| 10                        | £66,276                         | £70,593                                 | £75,730 | £80,000 |
| 11                        | £69,894                         | £70,593                                 | £75,730 | £80,000 |
| 12                        | £69,894                         | £70,593                                 | £75,730 | £80,000 |
| 13                        | £69,894                         | £74,245                                 | £75,730 | £80,000 |
| 14                        | £73,510                         | £74,245                                 | £75,730 | £80,000 |
| 15                        | £73,510                         | £74,245                                 | £79,144 | £80,000 |
| 16                        | £73,510                         | £77,897                                 | £79,144 | £80,000 |
| 17                        | £77,126                         | £77,897                                 | £79,144 | £80,000 |

**Individual pay journeys for existing specialty doctors moving to the new 2021 specialty doctor contract 2020–24, with incremental steps**

| Point of Scale @ Apr 21 | Salary 20/21 | Salary 01 Apr 21 | Increment 21/22 | Salary 01 Apr 22 | Increment 22/23 | Salary 01 Apr 23 | Increment 23/24 | Point of Scale @ Mar 24 |
|-------------------------|--------------|------------------|-----------------|------------------|-----------------|------------------|-----------------|-------------------------|
| 1                       | £41,360      | £45,345          | £45,345         | £50,620          | £50,620         | £51,000          | £58,756         | 4                       |
| 2                       | £44,896      | £45,345          | £49,989         | £50,620          | £57,182         | £58,756          | £58,756         | 5                       |
| 3                       | £49,494      | £49,989          | £56,061         | £57,182          | £57,182         | £58,756          | £58,756         | 6                       |
| 4                       | £51,957      | £56,061          | £56,061         | £57,182          | £58,756         | £58,756          | £65,500         | 7                       |
| 5                       | £55,506      | £56,061          | £58,756         | £58,756          | £64,550         | £65,500          | £65,500         | 8                       |
| 6                       | £59,044      | *£58,756         | £63,285         | £64,550          | £64,550         | £65,500          | £65,500         | 9                       |
| 7                       | £59,044      | £63,285          | £63,285         | £64,550          | £64,550         | £65,500          | £72,500         | 10                      |
| 8                       | £62,658      | £63,285          | £63,285         | £64,550          | £72,003         | £72,500          | £72,500         | 11                      |
| 9                       | £62,658      | £63,285          | £66,939         | £72,003          | £72,003         | £72,500          | £72,500         | 12                      |
| 10                      | £66,276      | £66,939          | £66,939         | £72,003          | £72,003         | £72,500          | £80,000         | 13                      |
| 11                      | £66,276      | £66,939          | £70,593         | £72,003          | £75,730         | £80,000          | £80,000         | 14                      |
| 12                      | £69,894      | £70,593          | £70,593         | £75,730          | £75,730         | £80,000          | £80,000         | 15                      |
| 13                      | £69,894      | £70,593          | £70,593         | £75,730          | £75,730         | £80,000          | £80,000         | 16                      |
| 14                      | £69,894      | £70,593          | £74,245         | £75,730          | £75,730         | £80,000          | £80,000         | 17                      |
| 15                      | £73,510      | £74,245          | £74,245         | £75,730          | £75,730         | £80,000          | £80,000         | 18                      |
| 16                      | £73,510      | £74,245          | £74,245         | £75,730          | £79,144         | £80,000          | £80,000         | 18                      |
| 17                      | £73,510      | £74,245          | £77,897         | £79,144          | £79,144         | £80,000          | £80,000         | 18                      |
| 18                      | £77,126      | £77,897          | £77,897         | £79,144          | £79,144         | £80,000          | £80,000         | 18                      |

\*An individual moving across onto point 6 on 1 April 2021 will receive an uplift in their salary to ensure an increase on transfer to the new pay grade. The actual salary is still to be confirmed but will be circa £60,000. An individual incrementing from point 5 to point 6 after 1 April 2021 will move onto £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 2020–24**

| Years of Experience Point | AS (2008) 20/21 | Specialist 21/22 | Specialist 22/23 | Specialist 23/24 |
|---------------------------|-----------------|------------------|------------------|------------------|
| 11                        | £89,673         | £90,677          | £91,584          | £92,500          |
| 12                        | £89,673         | £90,677          | £91,584          | £92,500          |
| 13                        | £89,673         | £90,677          | £91,584          | £92,500          |
| 14                        | £92,562         | £92,562*         | £92,562*         | £92,562*         |
| 15                        | £92,562         | £92,562*         | £92,562*         | £92,562*         |
| 16                        | £92,562         | £92,562*         | £92,562*         | £92,562*         |
| 17+                       | £95,451         | £95,451*         | £95,451*         | £95,451*         |

| Years of Experience Point | AS (2008) 20/21 | Specialist 21/22 | Specialist 22/23 | Specialist 23/24 |
|---------------------------|-----------------|------------------|------------------|------------------|
| 13+                       | £91,873         | £91,873*         | £91,873*         | £92,500          |

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

(Given that the national associate specialist grade closed in 2009, it is expected that doctors lower down on the associate specialist pay scales, are not on national TCS and therefore are not covered by the mandate for contract reform or the transitional arrangements.)

## Annex B

### 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 in section two. 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 eight and nine below.
8. The clinical manager must use the pay progression review meeting described in paragraph two 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

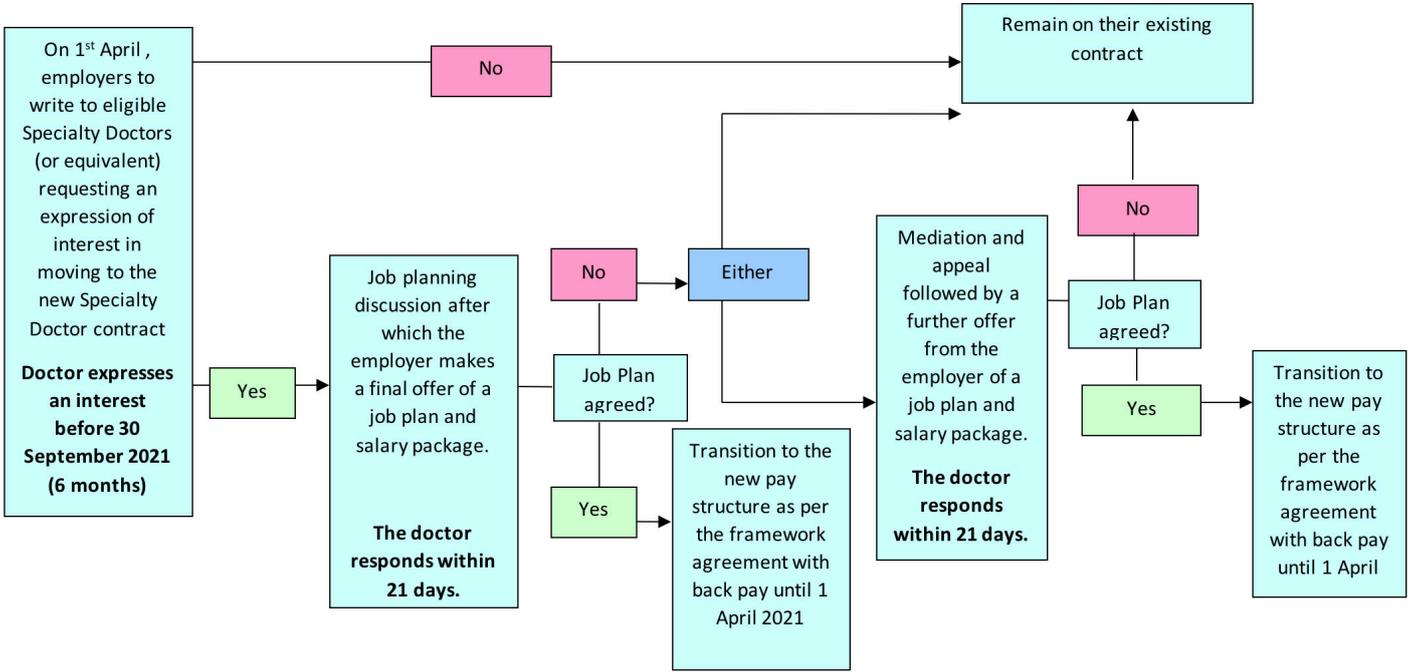
10. If a doctor is absent from work for reasons such as parental or sickness leave when pay progression is due, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result.
11. In the case of planned long-term paid absence such as maternity, adoption and 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 three months following the date of employment the provisions of paragraph six shall apply.

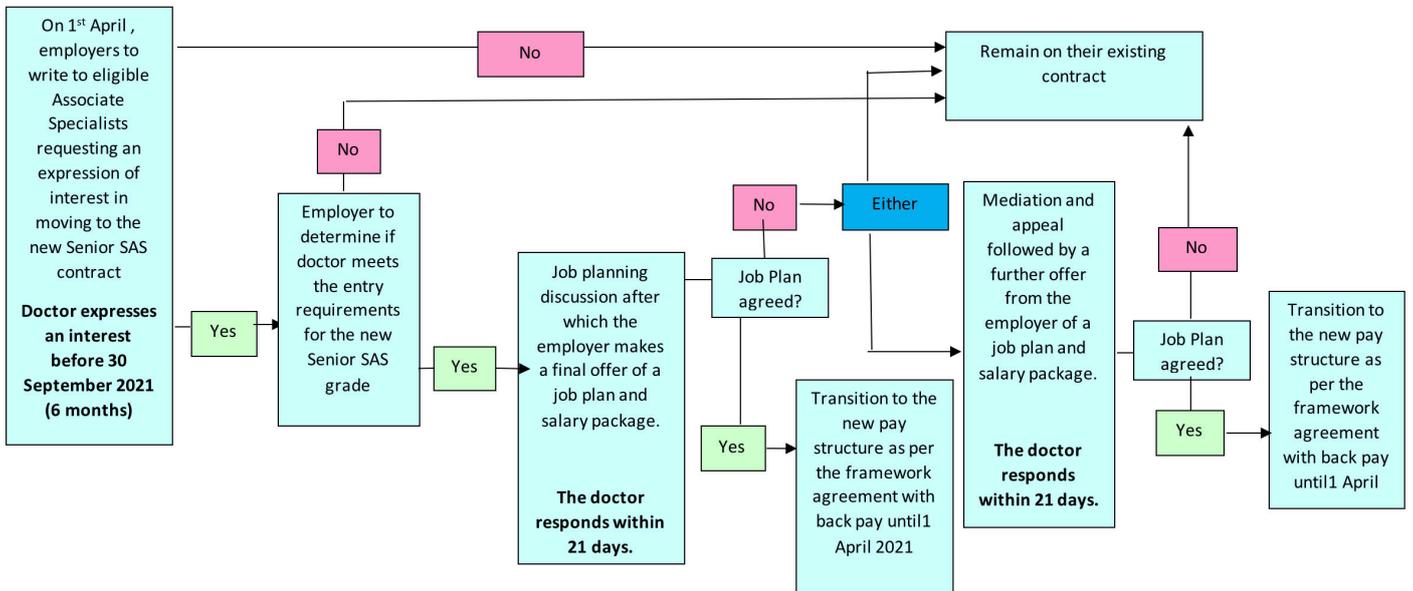
# Annex C – transitional arrangements

## Transfer flowchart – 2008 specialty doctor to 2021 specialty doctor contract



It is anticipated that the job planning process will be completed within 3 months of a doctor expressing an interest.

## Transfer flowchart – associate specialist to 2021 specialist contract



It is anticipated that the job planning process will be completed within 3 months of a doctor expressing an interest.

