**FAQs**

**SCHEDULE 1 (Entry criteria to the grade)**

* **Does time spent working as a General Practitioner with a Special Interest (GPwSI) count towards meeting the minimum of 6 years “in a relevant specialty” eligibility requirement for entry to the Specialist grade?**

Yes, provided that the ‘special interest’ was relevant to the Specialist post.

* **Are the following eligible to transfer to the new contract?**

**1. Locum Specialty Doctors**

**2. Specialty Doctors employed by Hospices under the 2008 SAS TCS**

**3. Specialty Doctors employed by Universities under the 2008 TCS**

**4. Doctors who hold a substantive contract as a Specialty doctor but are acting up as a consultant.**

Schedule 24 para 1 states that:

*The arrangements in this schedule shall apply to doctors on the 2008 Specialty Doctor contract, Staff Grades, CMOs, SCMOs, Hospital Practitioners and Clinical Assistants employed within NHS Scotland on 1st October 2022. A specialty doctor who takes up post between 2 October 2022 and 1 December 2022 on the 2008 Specialty Doctor contract will also be eligible. These doctors may transfer to these Terms and Conditions of Service subject to the process set out in paragraph 3 below.*

That being the criteria, all of the above are eligible.

* **Can Community Dental Officers, Senior Community Dental Officers and General Dental Practitioners apply for transfer to the new SDAS 2022 contract?**

As per Schedule 24 para 1 if these staff were on the 2008 contract they are eligible. If not they are not.

* **A number of Specialty Doctors work for Hospices. Some are employed by the Health Board, other by the Hospices. Who is responsible for taking the transfer process forward?**

Whoever employs the staff has responsibility for taking the transfer process forward and for implementing the new 2022contract.

* **Who is responsible for undertaking the transfer process for Specialty Doctors who are employed by Universities?**

As outlined above, whoever employs these staff have responsibility for taking forward the transfer process and implementing the new 2022 contract.

**SCHEDULE 3 (Associated duties and responsibilities)**

* **What would count as reasonable employer requests to provide short-term cover for the unexpected absence of their usual colleagues, where it is safe and practicable and the doctor is competent to do so?**

A key word here is “unexpected” i.e. the absence could not have been foreseen, typically a sudden sickness absence but potentially also including some forms of special leave e.g. on compassionate grounds. It is also important to note that the provision only applies to cover for a doctors “usual colleagues” where they are competent to do so.

**The short-term cover provisions only apply for the first 72 hours – when does this period start?**

The 72 hour period only applies to unexpected absences as above and is intended solely as a short-term window to ensure continuity of patient care while the employer makes alternative cover arrangements. As such, it starts from the point that the duties of the period being covered starts

**SCHEDULE 4 (Job planning)**

* **Are the provisions in paragraph 17 regarding those doctors too tired to work after a disrupted night on-call necessary?**

The provisions of the Working Time Regulations in relation to compensatory rest will, in all cases, be applied by employers. Paragraph 17 outlines good job planning practice when intense on-call work is frequent or predictable, in which case job planning should mitigate for a foreseeable risk of fatigue causing staff and patient safety issue. In the event that the doctor feels too tired to work following an unexpectedly intense overnight period where sleep has been disrupted then it would be reasonable to arrange a period of appropriate rest.

* **Paragraph 14 outlines a series of safeguards on working patterns in line with those already agreed for junior doctors in Scotland. Are these subject to transitional arrangements or is the expectation that they will be implemented with immediate effect?**

In relation to the restrictions outlined in Paragraph 14 transitional arrangements do not apply. Boards would therefore be expected to implement these provisions on transfer to the new contract

**SCHEDULE 6 (On-call rotas)**

* **What are the types of scenarios where a doctor might not be immediately contactable while on-call?**

There will be some scenarios where the non-availability is predictable and arrangements are agreed in advance between a doctor and their employer, e.g. when a doctor is driving home from the hospital at the start of the on-call period. However, there will also be occasions where a doctor is, not unreasonably, unable to respond immediately to a call, e.g. when they are in the shower. In such cases, it is the doctor’s responsibility to ensure that a message facility is available and that they respond as soon as possible.

**SCHEDULE 9 (Other conditions of employment)**

* **The TCS draw a distinction between a doctor’s employment data, which is uploaded to the employer’s HR systems and is transferred from one NHS employer to another if the doctor transfers, and personal health data which is not. What counts as personal health data, and is any health data held on the employer’s HR systems?**

Personal health data passed between employers will comply with GDPR legislation. The only personal health data that would be stored within HR systems (and therefore would be transferable between employers when an individual moves) would be pertinent occupational health clearance information or any agreed information relating to OH data that the doctor had agreed should be held as part of their HR record.

**SCHEDULE 10 (Pay and other allowances)**

* **How should the frequency of a doctor’s on-call availability be calculated to include prospective cover, when determining which availability supplement should apply?**

The formula to calculate the frequency including prospective cover for the purposes of the availability supplement is 1 in (number of doctors on the rota x 42/52), rounded up or down to the nearest whole number as appropriate. It should be noted that this rounding does not impact on the agreed frequency of on-call for job planning purposes.

* **When a doctor provides short term cover for an absent colleague under the terms of Schedule 3, para 4, what arrangements apply when, rather that undertake the cover as additional work, it is agreed to substitute the work done for that set out in their own individual job plan?"**

In most cases, job planned work of any type, whether DCC or SPA, cannot simply be dropped and will normally be required to be undertaken at another time (i.e. time shifting would be the norm in such circumstances). Where work is genuinely substituted, and there is no expectation that it will be rescheduled for another time, and where the same hourly rate applies, i.e. the job planned work and the cover are both in core hours or both in the OOH period, then no additional payment is required. Where the job planned work would have taken place in core hours but that work is not undertaken and the cover is provided in the OOH period, then payment should be the difference between the two rates. In the unlikely event that the job planned work was in the OOH period but the cover is provided in core hours, there will be no reduction in the doctor’s pay.

* **How do the pay arrangements in Schedule 10, para. 23 for providing additional on-call availability under the terms of Sched 3, para 4 work in practice? Worked examples would be helpful.**

*Example A:* Job planning has shown that being on-call in orthopaedics in hospital A involves an average 3 hours of actual work per weekday night on-call and 12 hours per weekend, all during the OOH period. This is above the minimum rates set out in the TCS, so a doctor undertaking an extra weekday night of on-call would receive additional pay of 3 hours at their OOH rate (i.e. 1 PA), and/or 12 hours of additional pay at their OOH rate (i.e. 4 PAs) for covering a full weekend. This is irrespective of the hours they actually work when providing the cover.

*Example B:* Job planning has shown that being on-call in psychiatry in hospital B involves an average of 1 hour of actual work per weekday night on-call and 4.5 hours per weekend, all during the OOH period. This is below the minimum rates set out in the TCS, so a doctor undertaking an extra weekday night of on-call would receive the minimum rate of 1.5 hours at their OOH rate (i.e. 0.5 PA), and/or 9 hours of additional pay at the OOH rate (i.e. 3 PAs) for covering a full weekend. As in the previous example, this is irrespective of the hours they actually work when providing the cover.

**SCHEDULE 11 (Pay progression)**

* **How will an employer ensure that the pay progression process works smoothly, and that the relevant salary increases are paid on time?**

All employers will need to ensure that they have local processes in place to ensure that clinical managers have advance notice that a pay progression point is about to be reached and that, once the Job Plan review has been successfully completed, Payroll receive confirmation of movement to the next pay point.

* **Could a delay to a doctor’s pay progression in a single year have a long-term effect on their salary, given that each subsequent pay progression date will be a year later?**

Any delay to pay progression should be exceptional.

Where the issues that led to the delay are resolved within the year, then pay progression will take place at the date of resolution, and there will be no subsequent delay to the next pay progression date.

For example, if a doctor is due to progress to Scale Point 3 on 1 April 2024, but they have not completed all their employer’s mandatory training over the previous year, then their progression may be delayed. However, if they then demonstrate they have resolved this within the next 12 months, then they will progress to Scale Point 3 on the date of resolution and their next pay progression date will remain 1 April 2027, i.e. 3 years’ later and there will have been no long-term impact. If however, they are not able to demonstrate they have met the progression criteria within the year or evidence mitigating factors for not doing so, then not only will their progression to Scale Point 3 be delayed by at least a year, but also their future pay progression, which would be rescheduled for 3 years’ after their eventual progression to Scale Point 3, i.e. on 1 April 2028 or later.

**SCHEDULE 12 (Pension arrangements)**

* **Are EPAs pensionable?**

EPAs are pensionable in the NHS Pension Scheme (Scotland) where the total number of the doctor’s contracted PAs, including EPAs, is 10 PAs or fewer. For example, if a doctor on a 6 PA contract agrees to work an additional 2 EPAs, then those EPAs will be pensionable. If a doctor on a 9 PA contract agrees to work an additional 2 EPAs, only one of those EPAs will be pensionable.

**SCHEDULE 20 (Leave)**

* **Does study leave include travel time?**

Where a doctor will need time off from their scheduled duties to travel from and to a site other than their main base to undertake study leave, e.g. attend a conference, then this should be included in their study leave application. Where such travel is in the doctor’s own time, for example if this undertaken on a day the doctor does not normally work, then a reasonable allocation of TOIL or payment, not necessarily on a time-for time basis should be agreed for time spent travelling.

**SCHEDULE 24 (Transitional Arrangements)**

* **What elements of pay are included in backdated pay?**

Backdating of pay is based on the work pattern outlined in the previous job plan(s) covering the period from 1 October 2022 up to the date of agreement (or the pattern(s) worked in that period if no formal agreed job plans were in place), not the newly agreed job plan for prospective transfer to the new contract, remuneration within the backdating period is based on the new contract pay scales.

As an example, under the old contract the doctor worked 10PAs, 1APA and a low frequency on-call rota attracting the availability supplement of 2%. Under the new contract they will work 10PAs, 2EPAs and move to a higher frequency on-call rota attracting the medium availability frequency payment of 5%.

Their backdated pay for the applicable period would be based on the 10PAs, 1APA and the low frequency availability supplement NOT 10PAs, 2EPAs and the medium frequency availability supplement.

However, in terms of what they are paid for work undertaken during the backdating period the pay provisions of the new contract apply. So the salary and APA/EPA being worked, would be based on the new contract scales. The availability supplement paid would be that associated with a low frequency in the new contract and would therefore move from 2% to 3% for back pay purposes.

Their salary going forward from the point of transfer will be based on based on 10 PAs, 2EPAs and a 5% availability supplement.

* **With reference to paragraph on terms of backdating does this run from the date the offer was accepted up to a maximum of 6 months?**

Yes this runs from the date the offer was accepted back to 1st October 2022 for a maximum period of 6 months, as long as the doctor has expressed interest by the 6th January 2023 deadline. Examples are outlined below.

1. Expression of interest received before 6th January.

Where a doctor expresses an interest in transferring to these Terms and Conditions of Service on or before 6 January 2023, concludes job planning and subsequently accepts the offer from their employer by 31 May 2023, the effective date of the transfer, and so the date their new salary takes effect, will be the date the “offer” was accepted.

*Job Plan offered 30th April*

*Accepted by Doctor 31st May.*

*Doctor will move to new contract 31st May and receive new rate of pay,*

*Doctor will receive 6 months back dated pay.*

1. Expression of interest received before 6th January.

*Job Plan offered 1st February 2023*

*Accepted by Doctor 3rd February*

*Doctor will move to new contract 3rd February and receive new rate of pay,*

*Doctor will receive 4 months and 3 days back dated pay. (October – 03/02/2022)*

1. Those doctors who express interest before 6th January 2023 and accept a job plan between 1st April and 31st May will receive no more than 6 months back pay
2. Those doctors who express interest before 6th January 2023 but are unable to accept / agree a job plan by 31st May 2023 as they are continuing to work through job plan review, mediation or appeals processes or they have not been able to commence these through no fault of their own (such as sickness absence, maternity, paternity, etc leave or a delay caused by the employer) will still be eligible for up to 6/12 back pay.
3. Where a doctor expresses an interest in transferring to these Terms and Conditions of Service after 6 January 2023 and subsequently accepts the offer from their employer, the effective date of transfer, and so the date their new salary takes effect, shall be the date the mutually agreed Job Plan comes into effect.

*Expression of interest received after 6th January.*

*Job Plan offered 1st February 2023*

*Accepted by Doctor 3rd February*

*Doctor will move to new contract and job plan 3rd February*

*Doctor will receive no backdated pay*

1. If a doctor is absent from work for a significant period during the period between 1 October 2022 and 31 May 2023, for example for reasons such as caring/ sick leave, the principle of equal and fair treatment should be followed so that no detriment is suffered as a result. Doctors will be given an extended period, to be agreed between the doctor and the employer, in which they can raise an expression of interest to transfer to these Terms and Conditions of Service.

* **With reference to paragraphs 14 a) on reduction of OOH to 40% and paragraph 14 b) on intensive rotas of 1 in 4 or more frequent over what time period does the organisation have to meet these requirements**

While there is no time specific period set, the expectation is that employers and doctors will try to decrease both the percentage of Out of Hours worked and the intensity of rotas worked over a period of time through local discussion, taking account of both local service needs and circumstances, and the needs and expectations of the individual SAS doctor.

* **If an Associate Specialist does not express an interest to transfer to the new Specialist Grade under Schedule 24 i.e. by 6th January 2023, will they retain the right to transfer at a future date without the need for competitive entry?**

Yes - but they will not have access to any back dating of pay.