

Junior doctor contract guide, Scotland



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This guide applies to doctors in training posts in Scotland, employed under the 2002 (amended 2007) terms and conditions of service.

How to use this guide

This guide will enable you to check that the employment contract you have been offered to work as a doctor in training is in accordance with the nationally agreed model and explain what some of the clauses mean.

The guide is not intended to be read from start to finish, but used as a reference document so that you can check any paragraphs that you are unsure about.

We recommend following these steps:

1. Use a document checker to compare the contract you have been offered with the model. There are a number of freely available tools online to help you compare documents quickly, simply upload the relevant version of the model contract, which can be found in Annex C of the NHS Circular: PCS(DD)2007/7 on the Scottish Executive website [here](#) and the personalised version your employer has provided you with and any differences will be quickly highlighted. Microsoft Word also has an inbuilt function to compare documents and you can find [instructions online](#) (you may need to convert annex C into a word document before you can compare).
2. Check any information personal to you is correct, for example your start date and your salary.
3. If any differences have been highlighted, if you are unsure if personal information is correct or not, or if you would just like more information on a particular clause, click on the relevant section title below.

Junior doctor contract guide, Scotland

Single employers and Placement Boards

Doctors in training programmes are employed under single lead employer arrangements. This means that a single organisation (one of 4 'Lead Employers') will issue and hold the contract of employment throughout a doctor's training programme. During this time, the doctor may be deployed into one or more host organisations ('Placement Boards'). For more details please see the NHS Scotland website [here](#).

If you are employed under single employer arrangement, you may have an opening clause in your contract entitled '**Post of Specialty registrar**', please read the equivalent guidance on 'offer of appointment' below. Your contract will, in addition to those listed below, include clauses under the following titles, these should be self-explanatory and not contentious.

- **Occupational Health and Protection of Vulnerable Groups (PVG)**
- **Confidentiality**
- **Fairwarning**
- **Transfer of personal /occupational health data**
- **Protecting your personal data**

Your contract should refer to the transfer of information between your employing organisations. It highlights that personal information will be passed between employers and makes reference to the Data Protection Act 2018. We recommend that you ensure your personal information, as well as employment history, is accurate with your current employer to ensure subsequent employers are properly informed and no unnecessary confusion is caused.

What if there is a difference between your contract and the model?

If all sections of your contract mirror those within the model contract exactly you need take no further action. However, if there are deviations or additional sections within your contract that do not exist in the model, (and have not been inserted due to single lead employer arrangements, please see box above) it will be important for you to contact your employer regarding this as soon as possible and ask them for an explanation. If you receive a response to say that there has been a local variation agreed to the wording of this clause, we would recommend that you request written confirmation of this and discuss it with your local junior doctor representative who should be able to confirm whether this is the case. In the event of any dispute upon this matter, please [contact us](#) for further advice .

Please note that an employment contract begins when the employee starts work. This may be the case even if someone has only started work after accepting the job offer verbally and without signing the contract provided. For this reason, we strongly recommend raising any and all concerns you may have about this contract with your employer asap, and ideally prior to commencing work, in order to avoid a dispute over whether or not the terms were accepted.

<https://www.acas.org.uk/employment-contracts-and-the-law>.

Junior doctor contract guide, Scotland

The titles of each section contained within the model contract are listed below. Most contracts appear in this order, and are numbered as below, however your contract may contain all of these clauses in a different order with different numbering. We advise you to ensure that all of the clauses listed below are contained within your contract, even if ordered or numbered differently.

Contents

Offer of appointment	4
Applicable collective agreement	4
Duties	5
Pay	6
Pension	6
Monitoring of working patterns	6
Revision to pay banding	7
Notice	7
Registration and insurance	7
Additional work	8
Residence	8
Leave	8
Property	8
Deductions	9
Sickness absence	9
Grievance procedures	9
Disciplinary Matters	
Acceptance	10

Offer of appointment

Your employer and principal place of work should be stipulated in this section, if you have any concerns that the location given are incorrect or left blank, it will be important for you to contact your employer regarding this as soon as possible as it may have an impact on where you are placed, and the travel expenses you can claim. You should note that as per the conditions outlined in your contract, you may also be required to work at other hospital locations and you may be employed under '[Single employer arrangements](#)' (please see box on page one).

This section should also state your job title/grade, commencement date. Again, if you have any concerns that the details are incorrect or left blank, it will be important for you to contact your employer regarding this as soon as possible in order that there are no misunderstandings which might impact upon your pay.

If you have agreed a fixed term termination date with her employer, this will be stated in this section. This too should be carefully checked for accuracy, and any issues raised and resolved as soon as possible.

The '*continuous employment*' date should be stipulated in this section. The term '*Continuous employment*' is referring to the length of service you have for the purposes of your employment protection rights; for example, your right to bring a complaint of unfair dismissal, which is only available to someone who has a period of continuous statutory employment beyond 24 months. This continuous employment date will normally be the date that you began working for your new employer, although you should note that this is not necessarily the date that you began working at this grade for this employing authority. If, immediately prior to this appointment, you worked there under a different contract of employment, this service would also count.

If the date stipulated in the '*continuous employment*' section is the same as the date stipulated as you '*commencement date*' then this would indicate that you have had no service in this employing authority immediately prior to this appointment. If you do not feel that this is correct, and believe that your service with this employer is longer, it will be important for you to raise this with your employer as soon as possible as there could be implications for your employment protection rights.

We would advise you to approach your employers Human resources (HR) department to calculate your '*reckonable service*' which counts towards accrued NHS benefits (eg. sick leave, maternity leave or redundancy). The way in which reckonable service is calculated is dependent on the accrued benefit in question. More detail on these can be found in the relevant appendix of the [Terms and Conditions of Service, TCS](#) (as referenced in the 'Applicable collective agreement' section).

Whilst your employer does not have to include reckonable service in your contract, it is advisable to have is clarified in writing by your employer so that this is clear from the outset.

Applicable collective agreement

Your contract is governed by the Terms and Conditions of Service of Hospital Medical and Dental Staff and doctors and dentists in Public Health Medicine and the Community Health Service (Scotland). You can find a copy of this document on our [website](#).

Junior doctor contract guide, Scotland

Duties

You should be provided with a job description which outlines your duties and hours. We recommend that you ensure that you have received this, and that you are satisfied with the information contained therein.

This section of your contract should reference paragraph 20 of the TCS (which sets out the limits of the various working patterns) and name the particular working pattern that you will be expected to work under.

We would advise you to familiarise yourself with Paragraph 20 [here](#) to understand the limits that should apply.

Table 1 of Appendix 1 of the Terms and Conditions of Service no longer exists although the reference may still remain in contractual documentation in this section.

It is important, however, that you do check that the salary stipulated in the 'Pay' section of the contract is the correct salary for the grade you will be working at and that it also matches your service. In order to see the specific most up to date relevant pay circulars setting out the current pay scales and access our simplified quick reference version of this information, visit the BMA website [here](#).

For those who are contracted under part time arrangements, the model contract contains an additional clause referencing the "NHS Circular PCS(DD)2005/7 (New Flexible Training Arrangements for Doctors in Training)" in this section which sets out the principals under which pay should be determined, based on actual hours of work. The document can be found [here](#).

The model contract specifies the payband supplement for the post(s) covered by the contract in this section. Banding is the mechanism by which you are paid for unsociable hours, such as hours above 40 per week on average and worked at evenings and weekends. However, the banding supplement for a post is often not specified in the contracts that NHS employers provide.

If there is no payband specified in this section (and it is also not stated in the 'Pay' section of the contract) we would advise that you should contact the employing authority's HR department to specifically request the banding applicable to the post in writing. If, following a written request to HR for this information, the employing trust refuses to provide such details, we would recommend that you [contact the BMA for further advice](#).

Every junior doctor rota in Scotland has an approved rota template which has been checked by Scottish Government to ensure the strict limits on total hours and minimum rest requirements imposed by both the EWTD and the New Deal are met, and the correct allocation of posts into pay bands in accordance with the [pay banding](#) system.

A copy of the approved rota template for your rota can be requested from the medical staffing department / rota monitoring team. If you feel your rota does not to follow the approved rota template [contact us](#).

While a rota's theoretical banding can be determined 'on paper', it is only through monitoring that its formal banding can be confirmed. The BMA's monitoring guidance can be found [here](#).

Junior doctor contract guide, Scotland

Pay

As explained above, it is important that you check that the salary stipulated in this section of the contract is the correct salary for the grade you will be working at and that it also matches your service. If you do not feel that the salary stated in this section is reflective of your grade and service, we would recommend that you raise this with your employer as soon as possible in order to avoid any underpayments (or overpayments). Again, in order to see the specific most up to date relevant pay circulars setting out the current pay scales and access our simplified quick reference version of this information, visit the BMA website [here](#).

Your incremental date should be stated in this section of the contract. This is the point in the year when you move from one pay point to the next within the same grade. If you take up a post in a new grade, this may be reset. Again, it is important that you check that the salary stipulated in this section of the contract is the correct salary for the grade you will be working at and that it also matches your service. If you do not feel that the incremental point stated in this section is reflective of your grade and service, we would recommend that you raise this with your employer as soon as possible in order to avoid any underpayments (or overpayments).

The banding supplement for the post(s) covered by this contract should be stated in this section of the contract. If there is no pay band specified in this section (and it is also not stated in the 'Duties' section) we would advise that you should contact the employing authority's HR department to specifically request the banding applicable to the post in writing. If, following a written request to HR for this information, the employing trust refuses to provide such details, we would recommend that you [contact the BMA for further advice](#).

Any additional allowances would also be referenced in this section (i.e. peripheral allowances).

We would recommend that you visit our BMA guidance on '[Understanding your payslip](#)' to familiarise yourself with all the different elements that make up your pay and ensure that you check your first payslip in each post upon receipt and at regular intervals in order to avoid any underpayments/overpayments occurring during the course of your employment. An error in one placement can have a knock-on effect to others, and with time, these become harder to resolve satisfactorily.

Pension

The details of the NHS pension scheme should be enclosed with the contractual documentation. For more information on joining the scheme, you can visit the [NHS Business Services Authority website](#).

For general guidance on your NHS pension, please visit the [BMA Pension website pages](#).

Monitoring of working patterns

If you have any concerns regarding the banding of your post then we would advise that you request a period of monitoring. See the [BMA monitoring guidance](#) on our website for more information.

You should be aware that your employer is likely to consider that you are contractually obliged to co-operate with monitoring processes and procedures. This is overtly stated in contracts for those who are employed under single/lead employer contracts.

Revision of pay banding

Please note that it is possible for employers to alter the banding of a post. There are clauses in this section of the model contract which references the mechanisms by which this should be done. For more information, see the [BMA rebanding guidance](#).

Notice

The notice period that you would be entitled to receive, and obliged to provide, should be set out in this section. We recommend that you ensure the notice period in this section matches up with the notice period referred to in the supplementary notes, typically note 2, according to your grade. See table below for quick reference:

Grade	Notice Period
FHO1 or HO	Two weeks
FHO2, StR(FT) or SHO	One month
SpR or StR	Three months
Part-time medical or dental officer	Two months
All other practitioners	Three months

Please note that these are the minimum periods of notice that should be applied to a contract, but it may be possible, if there is agreement by both parties, that a different period should apply.

The importance of giving notice is outlined in the [GMC's Good Medical Practice](#); this also applies to posts that have been formally accepted but not yet started. An employer may refer a doctor to the GMC if the minimum notice period is not given.

Registration and insurance

Please note that it is a condition of your employment that you have your GMC registration in place during the whole of your employment.

The BMA has a '[Toolkit for international medical graduates \(IMGs\)](#)'. As an IMG, if you have met the [requirements set down by the GMC](#), you will be granted registration.

You need to be on the UK medical register before you can do any clinical work or write prescription drugs in the UK.

You must have your registration in place before you start your job.

Find more information on the [registration fee](#).

The process usually takes between one and three months and you should allow yourself plenty of time to complete it.

You will be issued with an online licence to practice.

In Scotland, indemnity is provided by the [Clinical Negligence and Other Risks Indemnity Scheme \(CNORIS\)](#). NHS National Services Scotland is the Scheme Manager, with the Central Legal Office providing legal advice and guidance to Health Boards.

The legal and professional requirement that all individual doctors hold adequate and appropriate clinical negligence indemnity cover is fulfilled through their Trust/Health Board, either through their membership of an NHS scheme or arranged directly.

Junior doctor contract guide, Scotland

The GMC's website gives further details of the [legal and professional requirement for indemnity](#).

Additional work

The model contract refers to certain controls on hours set out in paragraph 20 of the terms and conditions (TCS) This part of the TCS refers to the various working patterns and their associated rest and working requirements. The working pattern that you are expected to comply with should be set out in the 'Duties' section of your contract.

Residence

If you are required to be resident while on-call, it should be stated in this section of the contract.

Under the EWTD, working time is: all time spent at the place of work and available to the employer. This includes periods when the doctor is not actually working – eg. resting during resident on-call periods.

The SiMAP and Jaeger European Court of Justice case rulings are responsible for this definition. However, it differs from the contractual or New Deal classification of working time, which does not count all resident on-call hours as work but makes a distinction between actual hours and duty periods.

We would recommend that you familiarise yourself with the restrictions of the European working time directive, please see the BMA guidance [here](#).

Leave

Some Health Boards indicate annual leave in days not weeks and don't specify the leave year. The model contract states annual leave in weeks, not days.

Typically, leave is allocated as a number of weeks, based on a five-day working week, plus two extra days for the old NHS public holidays that were bought out by employers.

This leave will be in addition to eight public and bank holidays, or days in lieu thereof.

We would advise you to contact HR if you have any inquiries about how your annual leave is worked out by your employer. We would also advise that you have the leave year dates clarified specifically. Most employers will have an annual leave policy available upon request.

We recommend that you familiarise yourself with your employer's policies and procedures in terms of how annual and public holiday leave is accessed and used.

Property

This section is self-explanatory and rarely contentious.

Deductions

The model contract carefully words this section in order to safeguard employees against deductions being made from their salary without their express consent. Occasionally some Health Boards try to diminish the safeguards provided by this paragraph by adding extra qualifying factors.

There should be no further qualifying factors added to this paragraph that allow the employer to deduct money without your express written consent. The correct text for this paragraph is detailed below and you should approach your HR department to have any extra words removed:

“14. The [insert name of employing authority] will not make deductions from or variations to your salary other than those required by law without your express written consent.”

If additional factors are agreed to, it could prevent a satisfactory resolution, in the event of an overpayment.

Sickness absence

The NHS sick pay scheme provides for a sliding scale of entitlements based on NHS continuous service, starting at one month full pay during the first year of service, and rising after five completed years of service to six months' full pay and six months' half pay.

Length of Continuous NHS Service	Full Pay	Half Pay
During 1 st year of service	1 month	2 months (after 4 months service)
During 2 nd year of service	2 months	2 months
During 3 rd year of service	4 months	4 months
During 4 th and 5 th years of service	5 months	5 months
5 years completed service	6 months	6 months

Additionally, we would draw your attention to the fact that Income Protection Insurance can be a useful way of guaranteeing an income in the eventuality of long-term or chronic sickness. While the BMA is not in a position to recommend one provider above another, nor to provide complex guidance in the area of insurance, we would suggest that you consult the [Citizen's Advice Bureau](#) guidance on this, and perhaps consider approaching our financial partners in [BMA Services](#) to discuss the insurance policies available to yourself.

Grievance and Disciplinary procedures

These clauses describe the disciplinary and grievance procedures that apply to your contract. The policies on grievances and disciplinary action should be available from your employer's intranet or made available to you by medical staffing/personnel upon request. They should be in line with the [Once For Scotland framework](#). Should any action be initiated by or taken against you under either of the above please [contact the BMA](#) for further support.

Junior doctor contract guide, Scotland

Acceptance

Please note that an employment contract begins when the employee starts work. This may be the case even if someone has only started work after accepting the job offer verbally and without signing the contract provided. For this reason, we strongly recommend raising any and all concerns you may have about this contract with your employer asap, and ideally prior to commencing work, in order to avoid a dispute over whether or not the terms were accepted.

<https://www.acas.org.uk/employment-contracts-and-the-law>.

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