# Terms and Conditions of Service

# Resident Doctors and Dentists (Wales)

## Version 1 – August 2026

**Agreed July 2026**

# Contents

# Definitions

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| **Acting Down** | Acting down is where a resident is requested by their employer to cover the duties of a more junior colleague within their contracted working hours, although it may extend to covering the duties of a more junior colleague during unplanned additional hours. This definition does not apply, however, where the resident undertakes duties as part of their normal workload which a more junior resident might be competent to undertake, nor does it apply where a resident agrees to undertake locum work at a more junior level. |
| **Additional NHS responsibilities** | Additional NHS Responsibilities means special responsibilities within the employing organisation not undertaken by the generality of residents, which are agreed between the resident and the employer, and which cannot be absorbed by the other activities detailed in the job plan. These could include, being a rota co-ordinator, clinical manager, clinical audit lead or clinical governance lead. These additional responsibilities should be specified in the personalised job plan. |
| **Base Location** | The base location is the hospital or training location (for those in a community training environment), during a rotational training programme, which is closest to the resident doctor's or dentist's home address. The residents base location will change when programmes change i.e. moving from foundation to core, and core to specialty. (This should not be confused with work base as defined below). |
| **Caring obligations** | Significant responsibilities to care for another person, whether solely or as part of a group (for example of family members). This may include but is not limited to acting as a carer for a child or an ill or disabled family member. |
| **Director of Medical Education (DME)** | The DME is a member of consultant medical staff and an employee of the employer / host organisation who leads on the delivery of postgraduate medical and dental education, ensuring that residents receive a high-quality educational experience and that GMC/GDC standards are met, together with the strategic direction of the organisation and Health Education and Improvement Wales (HEIW). The |

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| | DME is responsible for delivering the educational contract. For the purposes of these terms and conditions, where reference is made to the DME, the responsibilities described may be discharged by a nominated deputy to the DME. In some organisations the DME role is carried out by or called an Associate Medical Director or equivalent |
| **Doctor or dentist in training** | A doctor or dentist in postgraduate medical or dental education undertaking a post of employment or a series of posts of employment in hospital, general practice and/or other settings. |
| **Duty roster** | The prospective working pattern and range of duties expected for each individual resident on a rota for that rotation. |
| **Educational review** | An educational review is a formative process which enables residents to receive feedback on their performance and to reflect on issues that they have encountered. Residents will be able to raise concerns relating to curriculum delivery and patient safety. This will include regular discussions about the job plan. |
| **Educational supervisor** | A named individual who is selected and appropriately trained to be responsible for supporting, guiding and monitoring the progress of a named trainee for a specified period of time. The educational supervisor may be in a different department, and occasionally in a different organisation, to the trainee. Every trainee should have a named educational supervisor and the trainee should be informed of the name of the educational supervisor in writing. This definition also covers approved clinical supervisors in GP practice placements. |
| **Employment Management Agreement (EMA)** | Agreement Relating to the Employment of Foundation Doctors, Foundation Dentists, Trainee Pharmacists, Medical and Dental Core Trainees and Specialty Medical and Dental Training Registrars and Specialty General Practice Registrars in Wales Between Velindre University NHS Trust (On behalf of NHS Wales Shared Services Partnership) as the Single Lead Employer and Health Boards/Trusts. |
| **Employer** | The organisation the Resident is employed by, i.e. detailed on the contract of employment. |

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| **Fixed Leave** | Fixed leave is residual leave which is allocated to an individual resident after requests for leave have been accommodated as best as possible. |
| **Flexible (Part Time) (FPT)** | Resident employed on a contract that is less than full time. |
| **Guardian of safe and flexible working (GOSFW)** | A senior appointment made jointly by the employer / host organisation and residents, who ensures that issues of compliance with safe working hours are addressed, flexible working is promoted and provides assurance to the Board of the employing organisation that residents' working hours are safe. This description is not exhaustive. |
| **Gold guide** | The Gold Guide as referenced in these TCS, refers to the document entitled A reference guide for postgraduate specialty training in the UK3 as amended from time to time. A separate Gold Guide for dental training entitled A Reference Guide for Postgraduate Dental Specialty Training in the UK (or any successor document) should be referred to with regard to dental training programmes. |
| **Host Organisation** | An organisation where a resident is deployed to work in a post for a fixed period of time under a lead employer arrangement. The employer can also be, but is usually not, the host organisation. |
| **Integrated clinical academic pathway** | Integrated clinical academic pathway combines both clinical and academic components within one training programme (this includes The Wales Clinical Academic Track, GP academic training and those defined under the auspices of the National Institute for Health and Care Research (NIHR)). |
| **Job Plan** | A job plan is a document that sets out the intended learning outcomes (mapped to the educational curriculum), the scheduled duties of the resident, education and development time, periods of formal study (other than study leave), the number and distribution of hours for which the resident is contracted shift types and minimum staffing levels on each shift. |
| **Job Plan Review** | A job plan review is a formal process by which changes to the job plan may be suggested and/or agreed. A job plan review can be triggered by one or more exception reports, or by a request from either the resident or the employer. A job plan review should |

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| | consider safe working, working hours, educational concerns and/or issues relating to service delivery. |
| **Long shift** | For the purposes of these TCS, a long shift is any shift that exceeds 10 hours in duration. |
| **NHS Wales Policy** | Policies approved through Medical and Dental Business Group as the body authorised through the Welsh Social Partnership Structure for collective bargaining.<br>NHS Wales Policies approved via this group form part of the National Terms and Conditions unless otherwise stated. |
| **On-call** | A resident is on call when they are required by the employer to be available to return to work or to give advice by telephone but are not normally expected to be working on site for the whole period. A resident carrying an 'on call' bleep whilst already present at their place of work as part of their job planned duties does not meet the definition of on-call working. This is fully defined within the terms and conditions. |
| **On-call period** | An on-call period is the time that the resident is required to be on-call (as defined above) by their employer. |
| **Period of grace** | 6 months of continued employment after a resident has successfully completed their specialist training. Periods of grace are not applicable to GP Registrars. |
| **Placement** | For the purposes of these TCS, a placement is a setting into which a resident is placed to work for a fixed period of time in a post or posts in order to acquire the skills and competencies relevant to the training curriculum, as described in the job plan. |
| **Post** | For the purposes of these TCS, a post has approval by the GMC/HEIW for the purposes of postgraduate medical and dental education. Each approved post is located within an employer or host organisation. |
| **Predictable on-call work** | Routine activities which will occur at specific times during an on-call duty period. This may include, but is not limited to, ward rounds, anticipated duties and clinical handovers.<br>Such activities, along with the expected hours of work required, should be specified within a Job Plan. |
| **Professional leave** | Professional leave is leave in relation to professional work. |

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| **Professional work** | Professional work is work done outside of the requirements of the curriculum and/or the employer/host organisation for professional bodies such as Royal Colleges, Faculties or the GMC/GDC. Nontrade union activities undertaken by for a recognised trade union, for example work on an Ethics Committee would count as professional work, however trade union duties and activities are covered through the All-Wales Recognition Agreement. |
| **Public holiday** | Holidays recognised by the NHS in Wales. Currently, these are: New Year's Day; Easter Friday (also known as Good Friday); Easter Monday; the two May bank holidays; the August bank holiday; Christmas Day and Boxing Day. This will also include additional bank holidays as and when they arise. |
| **Regulator** | General Medical Council or General Dental Council (for dental programmes) or any other relevant body. |
| **Resident** | Wherever 'resident' is used in these terms and conditions, it is intended to mean (i) a doctor or dentists in an approved postgraduate training programme under the auspices of HEIW, or (ii) or a locally employed doctor or dentist (LED) who has signed a Contract and Statement of Main Particulars for Locally Employed Doctors (Wales) with the exception of any provisions of these Terms and Conditions that exclusively apply to those in an approved postgraduate training programme as these do not apply to an LED. |
| **Rota** | The working pattern of an individual resident or group of residents. |
| **Rota cycle** | The number of weeks activity set out in a rota, from which the average hours of a resident's work and distribution of those hours is calculated. |
| **Rotation** | A rotation is a series of placements made by HEIW into posts with one of more employers or host organisations. These can be at one or more locations. |
| **Shift** | The period which the employer schedules the resident to be at the workplace performing their duties, excluding any on-call duty periods. |
| **Single lead employer** | The organisation that issues and holds the contract of employment for residents in recognised training programmes throughout their training programme, |

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| | during which the resident may be deployed into one or more host organisations. This is currently Velindre University NHS Trust. |
| **Study leave** | Study leave is leave that allows time, inside or outside of the workplace, for formal learning that meets the requirements of the curriculum and personalised training objectives. This will include regional educational events where the time is protected. |
| **Training programme** | Training programmes and training posts are approved by the GMC or GDC (for dental programmes). Learning environments and posts used for training are recommended for approval by HEIW for the purpose of postgraduate medical/dental education. Time spent in those posts/environments allows the resident to acquire and demonstrate the competencies to progress through the training pathway for their chosen specialty (including general practice) and to acquire a Certificate of Completion of Training (CCT). |
| **Unpredictable on-call work** | Unscheduled activities that occur at unspecified times during an on-call duty period, including but not limited to telephone calls, actively awaiting urgent results or updates and travel time arising from any such calls. |
| **Work Base** | The place of work from which the resident conducts their main duties. Where a resident has a joint contract with more than one employer, the term ‘work base’ means the place from which the resident conducts their main duties within that joint contract, irrespective of employer. (This should not be confused with base location as defined above). |
| **WTR Reference Period** | Reference period as defined in the Working Time Regulations 1998 (as amended), currently 26 weeks. |

# Abbreviations

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| **ACAS** | Advisory, Conciliation and Arbitration Service |
| **ARCP** | Annual Review of Competence Progression |
| **BMA** | British Medical Association |
| **CCT** | Certificate of Completion of Training |
| **COGPED** | Committee of General Practice Education Directors |
| **DCT** | Dental Core Trainee |
| **DST** | Dental Speciality Trainee |
| **DME** | Director of Medical Education |
| **EDT** | Educational Development Time |
| **EMA** | Employment Management Agreement |
| **F1** | Foundation Doctor Year 1 |
| **F2** | Foundation Doctor Year 2 |
| **FPT** | Flexible (Part-Time) |
| **FPCC** | Foundation Programme Certificate of Completion or equivalent |
| **GDC** | General Dental Council |
| **GMC** | General Medical Council |
| **GOSFW** | Guardian of safe and flexible working |
| **GP** | General Practitioner |
| **HEIW** | Health Education and Improvement Wales |
| **HR** | Human Resources |
| **JLNC** | Joint Local Negotiating Committee |
| **LED** | Locally Employed Doctor |
| **LNC** | Local Negotiating Committee |
| **MDBG** | Medical and Dental Business Group |
| **MH** | Mental Health |
| **NHS** | National Health Service |
| **NWSSP** | NHS Wales Shared Services Partnership |
| **OMFS** | Oral and Maxillofacial Surgery |
| **OOH** | Out of Hours |
| **OOP** | Out of Programme |
| **PIDA** | Public Interest Disclosure Act 1998 |

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| **PGME** | Postgraduate Medical Education |
| **PP** | Pay premium / premia |
| **RDF** | Resident Doctor Forum |
| **RRP** | Recruitment and Retention Premia |
| **SLE** | Single Lead Employer |
| **StR** | Speciality Registrar |
| **TCS** | Terms and Conditions of Service |
| **TOIL** | Time Off In Lieu |
| **TPD** | Training Programme Director |
| **UPSW** | Upholding Professional Standards Wales |
| **WRDC** | Welsh Resident Doctors Committee |
| **WTE** | Whole Time Equivalent |
| **WTR** | The Working Time Regulations 1998 (as amended) |

# Schedule 01
# General duties and responsibilities

1. Doctors and Dentists have clinical and professional responsibility for their patients (for doctors in public health medicine, this is for their population) as set out in the General Medical Council (GMC) guidance Good Medical Practice [1] or any successor documents, as amended or substituted from time to time.

   It is the duty of a doctor or dentist:

   a. to maintain professional standards and obligations as set out by the GMC and the General Dental Council (GDC), as appropriate
   b. to keep patients (and/or their carers, if appropriate) informed about their condition
   c. to involve patients (and/or their carers, if appropriate) in decision-making about their treatment
   d. to maintain the required level of skills and knowledge, and
   e. to protect patients and colleagues from any risk posed by their own health or fitness to work.

2. A resident is responsible for carrying out any work related to, or reasonably incidental to, the duties set out in their job plan, such as:

   a. the keeping of records and the provision of reports
   b. the proper delegation of tasks, and
   c. other related duties.

3. Residents will be expected to be flexible and to cooperate with reasonable requests to cover for their colleagues' absences where the resident is competent to do so, and where it is safe and practicable for the resident to do so and the individual is happy to provide cover. Other options for cover which employer/hosts can explore would include locum cover or a senior colleague acting down.

4. Where residents carry out work in accordance with paragraph 3 and such work takes place outside of their contracted hours, they will receive either an equivalent off-duty period in lieu or appropriate remuneration at the rates described in Schedule 02.

5. Subject to paragraph 3 and 4 above, a resident will be prepared to perform duties in occasional emergencies and unforeseen circumstances (for example

[1] Good medical practice - professional standards - GMC

short-term sickness cover), if they are able and safe to do so, where the employer/host has had less than 48 hours' notice, and the duty is for less than 48 hours' duration of cover. Commitments arising in such circumstances are, however, exceptional and the resident should not be required or expected to undertake work of this kind for prolonged periods or on a regular basis.

6. A resident is expected to engage fully with the training programme.

7. A resident is expected to engage constructively with the employer/host in the design of services, rotas and of safe working patterns to support that service delivery.

8. A resident will make all reasonable efforts to achieve agreed training and service delivery objectives.

9. A resident employed under these TCS must continue to hold a place in an approved postgraduate training programme.

10. A resident must sit such examinations as are required for the completion of training. These must be completed in accordance with the curriculum, including the timetable approved by the regulator (the GMC, GDC or other body, as appropriate). The employer/host will work constructively with the resident on job planning in order to facilitate optimum conditions before examinations.

11. Whilst Residents in general practice (GP registrars and foundation doctors on placement in general practice) are expected to provide valuable clinical services whilst in training, they are not to be considered a part of the workforce in terms of required staffing levels. As such, effective running of the service should not be dependent on their attendance. In practice this means that any gaps in staffing levels will be appropriately covered by locum or other appropriate measures and that all requests for leave will be granted (subject to the Resident providing appropriate notice) in line with their supernumerary status.

# Schedule 02
# Pay

## Basic Pay

12. Residents shall be paid a basic salary at the rates set out in Medical and Dental Pay Circular, as updated by Welsh Government.

13. The basic salary for a resident employed full time is calculated on an average of 40 hours' work per week.

14. The basic salary for flexible (part time) residents is calculated pro rata on the average hours' work per week across the rota cycle.[2]

## Starting Salaries, pay progression and counting of previous service

15. Residents in Foundation Year 1 (F1) and Foundation Year 2 (F2) shall be paid a basic salary based on the single pay point (also known as the pay spine) applicable for each level.

16. Pay progression for Residents in Foundation training will be based on the development of competency denoted by the progression from F1 to F2.

17. Following completion of Foundation Programme (i.e. for those who hold a FPCC or equivalent), Residents shall be paid a basic salary at an appropriate point on the registrar scale with standard progression every two calendar years on the doctor's incremental date.

### *Standard progression*

18. Pay progression between all points except those defined in paragraph 19 below will require a resident to have two calendar years of equivalent experience per pay point.

### *Enhanced progression*

19. Pay progression between points 2 and 3 of the registrar pay scale will be known as enhanced pay progression. It will require a resident to have 4 years total equivalent experience following completion of their Foundation Programme, of which 2 years must be in a formal training programme (including dental core training) or equivalent.

[2] For example, a 50% flexible (part-time) resident on a rota where a full-time resident is required to work an average of 48 hours per week (40 hours basic and 8 hours additional) will have their basic salary calculated on an average of 24 hours' per week.

## *Equivalent experience*

20. Residents in the career grades who return to training will have all years of equivalent experience post-foundation counted for the purposes of standard and enhanced progression.

21. Residents with experience gained in local employment (i.e. LEDs) or from work abroad will be able to access enhanced progression based on the following criteria:
    a. Competencies completed as per equivalent training year and specialty requirement (this may be evidenced by an appropriate certificate of readiness)
    b. Evidence of regular meetings with an Educational Supervisor or equivalent
    c. Provide evidence to demonstrate their contributions to a wider role, for example (albeit not exhaustive), meaningful participation in or contribution to relevant:
        i. Management or leadership
        ii. Service development and modernisation
        iii. Teaching and training (of others)
        iv. Committee work
        v. Representative work
        vi. Innovation
        vii. Audit
    d. Evidence of Continual Professional Development (including courses, training sessions and presentations)
    e. Evidence presented as would be expected from ARCP or appraisal process.

22. Where a resident is able to evidence the criteria described in paragraph 21 above, each year of service as an LED or doctor abroad will be regarded as equivalent to a Training Programme year for the purposes of calculations towards standard and enhanced pay progression in line with paragraph 19 above. If the resident is unable to provide equivalent evidence, then each calendar year in service will be counted as half a year in a formal training programme for these purposes.

23. Residents who have undertaken an out of programme experience (OOP) or an academic qualification relevant to their training programme will have each year of these counted as equivalent to a Training Programme year.

## *Dental Core and Speciality Trainees & Pay Progression*

24. Dental Core Training (DCT) typically lasts two years (DCT1 and DCT2).

25. On completion of DCT2, dentists who move directly into a Dental Specialty Training programme enter at DST1 are higher level trainees.

26. If a trainee completes DCT2 and immediately progresses into DST1, they will be assimilated to the enhanced pay progression framework (R-PF), at pay point 3.

27. If the trainee remains in a core role (e.g., DCT3, staff grade, or other non-specialty training post), they will not move into the enhanced pay framework. Instead, they will continue on the standard pay progression scale.

## Additional hours included in Job Plan

28. Additional hours of work (i.e. above the 40 hours defining WTE basic pay) set out in a resident's job plan shall be remunerated at the basic pay rate, 1/40th of weekly whole-time equivalent for each additional hour worked. This paragraph does not apply to Flexible (part-time) residents. Flexible (part-time) residents are paid in accordance with paragraph 14.

## Hours that attract a pay enhancement

29. An enhancement of 50 per cent of the hourly basic pay rate shall be paid on any hours worked between 19.00 and 07.00 on Monday to Friday, and any hours worked on Saturday, Sunday or a bank holiday.

30. The number of hours in the rota for which an enhancement is paid will be assessed across the length of the rota cycle (as set out in the Job Plan), as described in paragraph 147 of Schedule 04 of these TCS and converted into equal weekly amounts by dividing the total number of hours to be paid at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure, and the resident will be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked, as per paragraph 63-65 on annual salaries.

## Counting of hours

31. Average total hours, and average hours that attract an enhancement, will be assessed in quarter hours, rounded up and paid to the nearest quarter hour.

## On-call availability allowance and payment for work undertaken

32. A resident on an on-call rota who is required by the employer/host to be available to return to work or to give advice by telephone, but who is not normally expected to be working on site for the whole period, will be paid an on-call availability allowance of 50% of the basic hourly rate for the hours they are available.

33. Residents will be paid for any actual hours worked while on-call—either on site or remotely—at the appropriate rate for the hours worked.

34. For pay purposes, the on-call availability allowance will count towards the pay for actual hours worked for each hour or part thereof applicable. i.e. payment

for actual work performed will form a “top up” of the hourly availability rate, or any part thereof, up to the relevant rate.

35. Where a resident is required to work for 75% or more of the on-call period, they shall be paid for the total on call period at the full appropriate hourly rate and not the 50% availability rate.

36. The number of hours in the rota for which an on-call availability allowance is paid will be assessed across the length of the rota cycle (as set out in the Job Plan), as described in paragraph 147 of Schedule 04 of these TCS and converted into equal weekly amounts by dividing the total number of on-call availability hours to be paid by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure, and the resident will be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked, as per paragraph 63-65 on annual salaries.

37. Residents will be paid for their average hours of work undertaken while on call, either on site or remotely, at the appropriate rate for the hours worked. The hours paid will be calculated prospectively across the rota cycle and the estimated average hours at each rate of pay will be set out in the job plan. For the purposes of pay, these total estimates shall be converted into equal weekly amounts by dividing the total number of prospective hours at each rate by the number of weeks in the rota cycle. The weekly amount will then be turned into an annual figure, and the doctor shall be paid 1/12th of the annual figure for each complete month, or a proportion thereof for any partial months worked (as per paragraphs 63-65 on annual salaries).

38. If during an on-call duty period the resident works a greater number of hours than the prospective estimate of predictable and unpredictable hours set out in their individual job plan, the resident will be compensated at the appropriate rate and payment for these hours will be made retrospectively via the rostering system, in accordance with the overtime payment process.

## Additional hours outside of the Job Plan (Overtime)

39. The majority of work expected of the doctor must be clearly defined in the individualised job plan, which determines their regular pay. However, in some circumstances, additional work may be undertaken that is not detailed in the job plan. This may include, but is not limited to:
    a. Staying beyond a scheduled shift end time due to service demands.
    b. Performing a greater number of hours than the prospective estimate of predictable and unpredictable hours (either remotely or on-site) during a non-resident on-call duty period.
    c. Undertaking work outside of scheduled hours to participate in a training opportunity required for progression within the training programme.

d. a GP registrar who may be required to undertake OOH shifts. Further information and guidance can be found via the Committee of General Practice Education Directors (COGPED) website.

In these circumstances, the resident must report the additional hours worked outside of the job plan via the rostering system. They will receive payment at the appropriate hourly rate for the time and day the work was performed. For residents undertaking additional work to meet their GP training requirements during a GP practice placement, these additional hours must be recorded using the appropriate documentation, which must be signed by a supervising GP or approved trainer.

40. All additional work undertaken outside the job plan must wherever possible be recorded within the same rota cycle in which it occurred and claimed in the roster period it is worked in accordance with the NHS Wales Roster Management Policy. The Employer/Host Organisation will take a pragmatic approach with late submissions where there is good reason for the delay.

41. Authorisation for additional pay will be in accordance with the organisations' pay and financial controls processes. Additional work will be paid in the next payroll cycle after it is submitted, subject to ordinary payroll deadlines in operation in the relevant organisation.

42. It is expected that all submissions for additional pay are accurate and genuine; Whilst the host organisation will have internal governance measures in place and an individual with responsibility for authorising the roster, no separate clinical supervisor sign-off will be required. Therefore, claims will not ordinarily be scrutinised or queried prior to payment. Where the payroll team has concerns regarding whether a claim is genuine, this should be forwarded to the Guardian of Safe and Flexible Working for review, and if required, further investigation.

43. The Guardian of Safe and Flexible Working will undertake additional monitoring of overtime worked to understand patterns that may represent persistent resource issues, issues with training arrangements and work scheduling (additional hours and/or overtime) in order to ensure resident job plans are accurate, reflective of service demands and maintain safe design limits.

44. Where the resident believes that the additional hours of work have caused them to breach their safe working limits as defined in Schedule 03, they should also submit a job plan exception report as detailed in Schedule 05.

45. Deliberately fraudulent claims will be considered a conduct issue and dealt with in accordance with procedures contained in Upholding Professional Standards in Wales.

## GP Registrars – Out of Hours (OOH) Requirements

46. In addition to the normal agreed working week, a GP registrar working in a practice may be required, as part of their training requirements to gain experience of working in acute, emergency care, out of hours. All OOH activity must be recorded using the appropriate documentation/system in place for the relevant service/organisation, which must be signed by a supervising GP or approved trainer. Further information and guidance can be found via the Committee of General Practice Education Directors (COGPED) website.

## Pay premia

### General practice

47. A pay premium shall be paid to residents employed on general practice training programmes. This is not a recruitment premium and is not targeted at a hard to fill speciality.

48. The premium will be paid at a rate of 30% of pay point R-PF1. This will be paid pro-rata based on the average hours worked (Schedule 02 paragraph 14 refers) for residents who work flexibly (part time).

49. Such a premium is only payable to a resident on such a programme whilst the resident is working in a general practice placement. It is not payable when the resident is working in a hospital or any other setting.

50. Such a premium will not be payable to residents on a different training programme (for example, on a Foundation training programme) when they are working in a general practice placement.

### Oral and maxillo-facial surgery (OMFS)

51. A pay premium will be payable to residents undertaking higher training in OMFS to recognise the requirement for such residents to complete undergraduate degrees in both medicine and dentistry. The premium will be payable at the point in time when the resident commences employment in a post on a higher training programme in OMFS.

52. The premium will be paid at a rate of 8.6% of pay point R-PF1.This will be paid pro-rata based on the average hours worked (Schedule 02 paragraph 14 refers) for residents who work flexibly (part time).

53. Payment of such a premium to that resident shall continue while they remain employed under these TCS, until such time as the resident exits the particular training programme to which that premium applies.

### Resident Recruitment and Retention Premia (RRP)

54. In order to ensure effective application of equal pay for equal value principles, employer/hosts will be required to submit applications for any temporary recruitment and retention premia. These applications for payment, review and/or withdrawal or extension of the premium will be overseen by the Medical and Dental Business Group (MDBG).

## Leave and pay for new parents

55. The provisions governing maternity pay are set out in Schedule 12.

56. Additionally, to the above provisions, if a resident returns from an approved period of time out of programme and:

    a. the continuity of service provisions means the resident is eligible for maternity leave and pay, but
    b. the reference period for calculating maternity pay means that the value of the occupational maternity pay would otherwise be nil, then the maternity pay reference period is defined as being the resident's last period of paid employment in the previous training placement immediately prior to commencing the period of time spent out of programme.

## Pension arrangements

57. Residents will be eligible for membership of the NHS Pension Scheme, the provisions of which are set out in the NHS Pension Scheme Regulations 2015 (as amended).

58. The following will be pensionable in the NHS Pension Scheme:
    a. All hours worked up to 40 hours per week on average and paid at the basic pay rate.

59. The following will not be pensionable in the NHS Pension Scheme:
    a. Payments for additional rostered hours above 40 per week.
    b. Enhancements paid under the provisions of paragraph 29-30
    c. On Call Availability allowance
    d. Pay premia
    e. Travelling, subsistence and other expenses paid as a consequence of the resident's work for the employing organisation or the wider NHS.

## Changes to the job plan affecting pay.

60. Where pay is increased as a result of changes to the job plan, pay will be altered from the date that the job plan review is requested and paid retrospectively. It is expected that party initiating the review will provide a proposal of the new job plan and wherever possible supply supporting information in accordance with NHS Wales Resident Doctor and Dentist Job Planning Policy.

61. Where changes to the job plan are required by the employer and/or Guardian and total pay would be decreased as a result, the resident's total pay will be protected and so remain unchanged until the end of the particular placement covered by that job plan. This protection will not extend to any subsequent placement, including a placement where the resident returns at a later date to the same post.

62. Where changes to the job plan are requested by the resident or a group of residents who are all in agreement to the proposed changes and agreed by the employer, and total pay would be decreased as a result, the resident's total pay will be reduced in line with the change in the job plan, from the date that the change is implemented.

## Payment of annual salaries

63. The annual salaries of full-time employees will be apportioned as follows:

    a. For each calendar month: one-twelfth of the annual salary
    b. For each odd day: the monthly sum divided by the number of days in the month.

64. The annual salaries of flexible (part-time) residents should be apportioned as above except in the months in which employment commences or terminates when they will be paid the proportion of a full month's pay, based on the calendar days employed.

65. Where full-time residents terminate their employment immediately before a weekend and/or a public holiday and take up a new salaried post with another NHS employer/host immediately after that weekend and/or that public holiday, payment for the intervening day or days, i.e. the Saturday (in the case of a 55-dayworking week) and/or the Sunday and/or the public holiday, shall be made by the first employer/host.

## Locum pay

66. As part of this contract's framework agreement, BMA Cymru Wales, NHS Wales Employers and Welsh Government have agreed to develop either a set of payment rates, or a suitable and consistent methodology for determining these rates.

# Schedule 03
# Working Hours

## Principles

67. Contractual limits on working hours and protected rest periods, as set out in this schedule, are necessary to ensure both patient safety and the safety of the resident.

68. The employer and the resident must comply with the regulatory limits set out in the Working Time Regulations 1998 (the Regulations), as amended, or any successor legislation. The employer/host and the resident should pay particular attention to the safeguards on hours and rest, including those related to night workers, as set out in the Regulations.

69. The employer/host has a contractual and statutory responsibility for ensuring the resident is not contracted, or otherwise required, to work outside the limits covered in paragraph 68 above.

70. Individual residents have a professional responsibility for ensuring that their total hours of work, including any work undertaken for any other employer/host, comply with the contractual and regulatory limits set out in paragraph 68 and 69 above.

71. To provide assurance to both the employer/host and the resident on safe working hours as described in paragraph 68 and 69 above, a Guardian of Safe and Flexible Working (hereafter referred to as the Guardian) will be appointed. Each Health Board or Trust will have an appointed Guardian. Health boards/Trusts with smaller numbers of residents may appoint a single Guardian to work collaboratively across multiple health boards/trusts. The Single Lead Employer will appoint a 'Lead Guardian' to provide strategic oversight on its behalf and ensure compliance with the safeguards within host organisations. This role is described in Schedule 05.

72. The employer/host organisation should refer to jointly agreed national policy guidance on good rostering practice, including the appropriate use of technology, and the correct way to roster shifts with hours worked during the night period, in designing the job plan. This joint policy guidance will be developed in social partnership as part of this contract reform.

## Limits on hours

73. No resident should be rostered for more than an average of 48 hours of actual work per week, as calculated over a 26-week reference period, or the rota length if this is shorter.

74. No more than 72 hours' actual work should be rostered for or undertaken by any resident, working on any working pattern, in any period of 168 consecutive hours.

75. No shift (other than an on-call duty period) shall be rostered to exceed 13 hours in duration.

76. No more than four long shifts (where a long shift is defined as being a shift rostered to last longer than 10 hours) must be rostered or worked on consecutive days. Where four long shifts are rostered on consecutive days, there must be a minimum of 48 hours rest period rostered immediately following the conclusion of the fourth shift.

77. No more than four shifts where at least three hours of work falls into the period between 23.00 and 06.00 must be rostered or worked consecutively.

78. Where shifts (excluding non-resident on-call duty) as defined in paragraph 77 above are rostered singularly, or consecutively, then there must be a minimum 46-hour rest period rostered immediately following the conclusion of the shift(s).

79. Where any part of a shift takes place between 23:00 and 06:00 and is at least 8 hours in duration, the majority of the shift must take place outside of core hours in line with the NHS Wales Rostering Policy for Resident Doctors and Dentists.

80. A maximum of seven shifts of any length can be rostered or worked on seven consecutive days subject to the restrictions outlined in paragraphs 73-79 above. Where a shift contains hours of work across more than one day, the work on each day will be counted independently toward the total number of consecutive days. Where seven shifts of any length are rostered or worked on seven consecutive days, there must be a minimum 48-hours' rest rostered immediately following the conclusion of the seventh shift.

81. The maximum number of consecutive shifts described in paragraphs 76 and 80 above can be increased by one to a maximum of five and eight respectively where the employer/host, the Guardian, the residents on the rota and the RDF (with an LNC resident doctor representative present) agree through local processes that it is safe and acceptable to both parties to do so. Any agreement will be reviewed annually as per the original process and any resident on such a rota will have the right to request a job plan review/ appeal their job plan at any time, as set out in Schedule 04. The minimum 48-hours rest described in paragraphs 76 and 80 above will apply following the conclusion of the increased maximum shifts where they are agreed.

Foundation year 1 residents, this agreement will be made with the Guardian on their behalf.

82. All reasonable steps should be taken to avoid rostering residents to work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 in 3 weekends, with an absolute limit of 1 in 2.

83. By exception, authorisation for a rota using a pattern greater than 1 in 3, and up to the absolute limit of 1 in 2, can be granted if there is a clearly identified clinical reason agreed by the relevant clinical director for that rota and deemed safe and appropriate by the Guardian. Such rotas should be co-produced, and must be approved by the affected residents, agreed via the RDF (with an LNC resident doctor representative present) and reviewed annually.

84. For flexible (Part Time) residents' weekend frequency, a pro-rata approach based upon the resident's average hours' work per week across the rota cycle must be taken. This is set out in Table 1 below.

**Table 1 – Flexible (Part-Time) Resident Weekend frequency pro rata calculator**

| *Average hours' work per week across the rota cycle* | *Typical Weekend Frequency* | *Absolute limit* |
|---|---|---|
| *36 - <40* | *1 in 4* | *1 in 3* |
| *32 - <36* | *1 in 5* | *1 in 3* |
| *28 - <32* | *1 in 5* | *1 in 3* |
| *24 - <28* | *1 in 6* | *1 in 4* |
| *20 - <24* | *1 in 7* | *1 in 4* |

85. Where agreed with the resident and the Guardian, the frequency of weekend working for flexible (part time) residents can be increased above the typical weekend frequency limit set out in Table 1 paragraph 84. Save for circumstances in paragraph 86, the weekend frequency should not exceed the absolute limit which corresponds to the resident's average hours' work per week across the rota cycle as per Table 1 above. The resident must not be unreasonably pressured to accept this arrangement.

86. For flexible (part time) residents, by exception, authorisation for a rota using a pattern greater than absolute limits set out in Table 1 in paragraph 84 can be granted. This can be granted if it is deemed safe and appropriate by the Guardian provided:
    a. there is a clearly identified clinical reason agreed by the relevant clinical director for that rota or;

b. it is requested by the resident.

87. Before using a rota pattern that is greater than the absolute limit which corresponds to the resident's average hours' work per week across the rota cycle as per Table 1 in paragraph 84, such rotas should be co-produced, and must be approved by the affected residents, agreed via the RDF (with an LNC resident doctor representative present) and reviewed annually.

88. No full time or flexible (part time) resident shall be rostered for work at the weekend (defined for this purpose as any shifts or on-call duty periods where any work takes place between 00.01 Saturday and 23.59 Sunday) at a frequency of greater than 1 week in 2.

89. Residents that wish to work at a frequency greater than 1 weekend in 3, by undertaking additional work, for extra-contractual locum work, are able to agree to do so but must not work an average weekend frequency of greater than 1 weekend in 2.

90. Other than as set out in paragraphs 76, 78, and 80 above where longer minimum rest periods may apply, under the Regulations there must be at least 11 hours' continuous rest between rostered shifts, other than on-call duty periods.

91. Any breaches of 11 hours' rest in a 24-hour period (excluding on-call duty periods) will be subject to time off in lieu, which must be within 24 hours. In all circumstances where, due to service needs as required by the employer/host, the rest period is reduced to fewer than eight hours, the default assumption is that the resident will be unsafe to undertake work due to fatigue. The resident will be entitled to inform the employer/host that they will not be attending work as rostered, other than ensuring a safe handover of patients. No detriment in pay will be experienced by the resident.

## Breaks

92. A resident must receive[3]:
    a. at least one 30-minute paid break for a shift rostered to last more than five hours,
    b. a second 30-minute paid break for a shift rostered to last more than nine hours, and
    c. A third 30-minute paid break for a night shift as described in paragraph 12 rostered to last 12 hours or more.

93. The breaks described in paragraph 88 above can be taken flexibly during the shift and should be evenly spaced where possible. These would normally be taken separately but may if necessary be combined into one longer break. Where the breaks are combined into one break this must be taken towards the middle of the shift wherever possible. No break should be taken within an hour

[3] Paid breaks will apply to Residents whether they are working in primary or secondary care placement

of the shift commencing or held over to be taken at the end of the shift. Breaks are counted as working time for pay purposes.

94. Breaches of the break requirement are addressed in Schedule 05.

## On-Call Duty Periods

95. For the purposes of this Schedule, on call is set out in the Definitions Section of these TCS).

96. A resident carrying an on-call bleep whilst already present at their place of work as part of the resident's rostered duties does not meet the definition of on-call.

97. The host organisation/employer must ensure there are clear and effective arrangements, including appropriate equipment if necessary, so that the resident can be contacted immediately at any time during a period when the resident is on call. Facilities must be provided in line with Schedule 11 of the TCS.

98. Where a resident is required to attend a clinical emergency when on-call, suitable arrangements must be made by the host/employer, so the resident is able to attend their principal place of work, or other agreed location, ensuring an appropriate response time to meet clinical and patient needs specific to their role.

99. Appropriate arrangements regarding this point are to be agreed between the employer/host and the resident and detailed in the Job Plan to allow for annual review.

100. The maximum length of an individual on-call duty period is 24 hours; however, the maximum length of an on-call duty can be extended by between 15 minutes and one hour to allow overlap and ensure there is adequate time for clinical handover.

101. On-call periods cannot be worked consecutively, other than at the weekend when two consecutive on-call periods (beginning on Saturday and Sunday respectively) are permitted. Longer runs of consecutive on-call periods, may be agreed locally where both the employer/host and the resident agree that it is safe and acceptable to both parties to do so and where such an on-call pattern would not breach any of the other limits on working hours or rest. This will be subject to scrutiny and approval by the Guardian and the LNC.

102. Unless agreed locally as described in paragraph 98 above, there must be no more than three on-call periods in any period of seven consecutive days.

103. The day following an on-call period (or following the last on-call period, where more than one 24-hour period is rostered consecutively) must not be rostered to last longer than 10 hours.

104. Whilst on-call, a resident should expect to get eight hours rest per 24-hour period, of which at least five should be continuous rest between 22:00 and 07:00. Where this is not expected to be possible, then the provisions of paragraph 106 below apply.

105. Where it is expected that the rest requirements set out in paragraph 104 may not be met, rostered work on the day following the on-call period must not exceed 5 hours.

106. Where during an on-call period, a resident's expected overnight rest is significantly disrupted, defined as causing a breach in the expected rest requirements, the resident must inform their employer/host immediately, or as soon as reasonably practicable, and arrangements must be made for the resident to take appropriate rest. Time off in lieu must be taken within 24 hours. If for any reason this is not achieved, then the additional hours will be paid as set out in Schedule 02 paragraphs 39-45.

107. If, as a result of actual hours worked during the on-call period, a resident's rest has been significantly disrupted, as defined in paragraph 103 above, the default assumption is that the resident may be unsafe to undertake work because of tiredness, and if this is the case, the resident must inform the employer/host that they will not be attending work as rostered, other than to ensure safe handover of patients. No detriment to pay will result from the resident making such a declaration. Arrangements for dealing with this issue must be agreed locally.

108. Rotas must overlap sufficiently to allow time for handover. This is critical for safe transfer of patient information to deliver continuity of care and good quality patient management. Most services will require a minimum handover of 15 to 30 minutes; some services may need to allow for 60 minutes or (in rare cases) longer. Coming in specifically to attend handover or undertake telephone handover is classed as working time and is part of the duty period.

109. The job plan of a resident rostered to be on-call will contain an average amount of time, calculated prospectively, for anticipated work (in both core and unsocial hours respectively) during the on-call period. Such work includes any actual clinical or non-clinical work undertaken either on or off site, including telephone calls, actively awaiting urgent results or updates, and travel time arising from any such calls. Any such work is defined as working time for the purposes of these TCS. Any time during the on-call period when the resident is not undertaking such work, is defined as non-working time for the purposes of these TCS.

110. A resident's job plan must include an indication of the amount of the expected predictable and unpredictable work whilst on call, during core and unsocial hours.

111. Predictable work refers to routine activities which will occur at specific times during an on-call duty period. This may include but is not limited to ward rounds, anticipated duties and clinical handovers. Such activities, along with the expected hours of work required, should be specified within a Job Plan.

112. Unpredictable work refers to unscheduled activities that occur at unspecified times during an on-call duty period, including but not limited to telephone calls, actively awaiting urgent results or updates and travel time arising from any such calls. For these activities, the employer/host must provide a prospective estimate of the average amount of unpredictable on-call work that will occur during an on-call duty period using the calculation method described below.

113. To inform the calculation of the prospective estimate of the average amount of work, in hours, performed during an on-call duty period, employer/hosts should use all relevant available data. This includes a combination of but is not limited to actual data such as: activity data, calls through switchboard, bleeps, admissions, feedback from colleagues in the department, feedback from staff previously and currently rostered for on-call duties on the relevant rota, previous exception reporting data and overtime reporting for the relevant rota, and recent diary activities or monitoring data.

114. Prospective hours should be communicated to residents in advance of starting work so they are aware when they may be risking a breach of limits on hours and rest requirements. Employer/hosts should provide clarity to the resident on when the on-call duty periods may typically require predictable work in the working pattern, how the estimates were arrived at and what data sources informed the estimate.

115. Prospective hours should be calculated by totalling the number of regular hours of on-call work performed across an actual (and typical) week of on-call duty periods across the rota reference period of a rota cycle, placement length or 26 weeks whichever is shorter. From this, an average amount of work for each weekday (Monday to Friday) and weekend (Saturday and Sunday) can be calculated The total hours should then be divided by the number of on-call duty periods from which the total number of hours were drawn, to provide an average amount of on-call work - during core and unsocial hours - a resident can expect to undertake during their rostered on-call duty periods(s).

116. All rostered on-call duty periods must have a prospective estimate of unpredictable work a resident can expect to perform, even if it is a very low

intensity pattern, with 15 minutes being the minimum prospective estimate for an individual on-call duty period.

117. The result of the prospective hours calculation will be set out in the generic job plan of the residents due to work on the rota to ensure they are aware of when they may be experiencing an unexpected variation in the number of hours worked during an on-call duty period to enable them to be clear when overtime can be claimed.

118. Employers/host organisations must also remind residents to submit an overtime claim as set out in Schedule 02 when work performed during on-call activity has varied from the prospective estimate for predictable and unpredictable work for the on-call duty period as set out in their job plan.

119. Where a resident(s) on an on-call rota is regularly exceeding or significantly below the prospective estimate for on-call duty period then a job plan review may be required. In the case of a resident(s) regularly exceeding the prospective estimate then consideration should be given to alternative arrangements such as:
    a. having an additional resident on the on-call rota, reducing the workload covered by the on-call resident, or
    b. converting the on-call working pattern to a full-shift working pattern, or
    c. increasing the prospective estimate, provided this maintains compliance safe working requirements.

120. The prospective estimate of predictable and unpredictable hours to be worked during on-call duties must be included in the calculation of a resident's average weekly hours, as set out in paragraph 37 of Schedule 02, and factored into the leave adjustment calculation for employer/hosts using prospective cover.

121. Where the job plan of a resident rostered for on-call duty contains 3 hours or fewer of work on any given day, and no more than 3 episodes of work on each day, then such duty is defined as 'low intensity'. In such a 'low intensity' working pattern the provisions of paragraphs 98 and 99 will not apply and a maximum of 7 duty periods can be rostered or worked consecutively. Subject to local agreement and oversight as above, this may be extended to 12 consecutive duty periods.

122. Where a resident is required to work a night shift or a shift on a weekend as part of a rota for a department or service, the employer/host will not, in addition, roster a second resident working that same rota to be available on-call for the same night or weekend. This is unless there is a clearly identified clinical reason agreed by the clinical director and the work pattern is agreed by both the Guardian as being safe and the Director of Medical Education (DME) as being educationally appropriate. A resident who is asked to work such a

rota who feels that this is inappropriate will have the right to request a job plan review, as set out in Schedule 04.

## GP Registrars Working Hours

123. All full-time GP Registrars are employed on a 40-hour per week contract in line with the agreed model contract. This is normally structured as ten (10) four-hour sessions per week in line with COGPED guidance. Alternative arrangements may be agreed where necessary, provided the total weekly working hours remain at 40 hours.

124. In line with current COGPED guidance a full time GP registrar would expect their time to be divided as follows (including contractually mandated breaks). These values may be subject to change in the event the Guidance is amended. In these circumstances, any amendment would be agreed through MDBG.
    a. 28 hours of clinical activity (equivalent to 7 sessions)
    b. 8 hours of structured educational activity (equivalent to 2 sessions)
    c. 4 hours of self-directed educational activity (equivalent to 1 session)

125. For Flexible (Part Time) GP trainees, both working hours and OOH requirements will be calculated on a pro rata basis, in line with their agreed percentage of time training and in line with these TCS.

## Opting out of the Working Time Regulations (WTR)

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

126. Under these TCS, where a resident 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 resident is contracted to work or otherwise chooses to work. This must be calculated over the reference period defined in the WTR. Additionally, the maximum of 72 hours worked in any period of 168 consecutive hours applies, as described in paragraph 78 above.

127. Under these TCS, the employer/host and a resident 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 and as such the employer/host and resident must retain suitable records of additional hours worked.

128. A resident's agreement to opt out may apply either to a specified period or indefinitely. To end any such agreement, a resident must give written notice to the employer/host. 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.

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

## Locum Work

130. Where a resident intends to undertake hours of paid work as a locum, additional to the hours set out in the job plan the resident is strongly encouraged to initially offer such additional hours of work to the service of the NHS, so long as work is available appropriate to their grade and competencies.

131. A resident can carry out the additional activity over and above the standard commitment set out in the job plan up to a maximum average of 48 hours per week (or up to 56 hours per week if the resident has opted out of the WTR). The resident is required to ensure that any additional hours of work do not breach any of the safety and rest requirements set out in paragraphs 73-90.

# Schedule 04
# Job Plans

## Job Plan Principles

132. These terms and conditions of service provide a framework for the safety of residents in the training and service delivery domains of the working experience.

133. Job planning arrangements for Residents shall be governed by the NHS Wales Job Planning Policy – Resident Doctors and Dentists, which includes provisions for the Job Planning Appeals Process.

134. The employer or host organisation shall design job plans (timetables for Dental training) that are safe for patients and safe for residents and shall ensure that Job Plans are adhered to in the delivery of services.

135. Job planning for residents allows employer/hosts to plan and deliver clinical services while delivering appropriate training. They will indicate safe staffing levels for the medical team the placement is in and define education time (EDT) entitlements.

136. Educational planning[4] and clinical work scheduling are interlinked, reflecting the interdependence of training and service commitments of residents. Where the resident is on an integrated academic pathway, the academic components of the placement also need to be reflected in the job plan, in accordance with Follett principles[5]. The resident, academic employer/host, and clinical employer/host will agree a job plan (equivalent is a timetable for residents in Dental training) for the placement prior to its commencement to accurately reflect the resident's various commitments.

137. The employer / host organisation will be responsible for ensuring that a generic resident job plan is prepared for the post, which takes into account:
    a. the expected service commitments, and
    b. the parts of the relevant training curriculum that can be achieved in the post. This latter element must be consistent with the post's Application for Approval of a Training Post, which will be agreed with the postgraduate dean.
    c. measures to protect patient safety and staff wellbeing.

138. The generic resident job plan will form the basis for a personalised resident job plan.

[4] HEIW Educational Development Time for Doctors in Training: Key Principles
[5] A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties,

139. A job plan will typically apply for the length of the placement and should be discussed at a minimum at the start and finish of the placement. It will identify the number and distribution of hours for which the resident is contracted. The resident job plan will also form the basis of discussions between the resident and their educational supervisor on their progress against training objectives.

140. A job plan may be subject to review from time to time.

141. Job plans should be designed to meet the service delivery needs of the organisation, the education and training needs of the resident and the safety of both patients and residents. The clinical commitments of job plans should be based upon well designed rotas that are, where possible co-produced with residents. The employer/host organisation should refer to jointly agreed NHS Wales Rostering Policy for Resident Doctors and that will be developed in social partnership, including the appropriate use of technology, in designing the job plan.

142. These terms and conditions of service stipulate minimum periods prior to the commencement of placement which the residents must receive each piece of resident job plan documentation. This is set out below and will be in line with the NHS Wales Code of Practice: Provision of Information for Postgraduate Medical/Dental Training.

## Generic Job Plan

143. The generic job plan must be provided to a resident at least 8 weeks prior to them starting a placement to ensure that the resident is informed of the work and range of duties that are expected to be undertaken during the placement.

144. The generic resident job plan will list and identify the intended learning outcomes (mapped to the educational curriculum), the scheduled duties of the resident, time for quality improvement and patient safety activities, time for portfolio development, time for rota development, periods of formal study (other than study leave), and the number and distribution of hours for which the resident is contracted. It will detail entitlements to Educational Development Time (EDT), minimum staffing levels within the team, and will be subject to regular reviews by the relevant training programme director (TPD).

145. Details of all statutory and mandatory training that is a requirement to work for an employer/host, or in a department, must be sent to residents alongside their generic work schedule. These training requirements must then be arranged within a residents' rostered hours of work.

146. Generic job plans must account for the health board/local trust induction required to be undertaken prior to, or at, the start of the placement and delivered in line with the NHS Wales Fatigue and Facilities Charter. This must be reflected as hours of work and paid accordingly. Where a resident is commencing work in an unfamiliar setting, their induction must be included in the generic job plan prior to the commencement of clinical duties, which will not be undertaken until the induction has been completed. Any delay will not result in a loss of pay for the resident.

147. A standard full-time generic job plan shall be for a minimum of 40 hours and a maximum of 48 hours per week, averaged over a reference period defined as being the length of the rota cycle, the length of the placement or 26 weeks, whichever is shorter.

148. A flexible (part time) generic job plan shall not exceed 40 hours per week, averaged over this same reference period as described in paragraph 147.

149. When calculating the average total hours, the number of days' leave (including; annual leave, public holidays, and relevant study leave where prospective cover is in operation) that would be taken by a resident, on average, across the length of the rota cycle will be deducted from the rota, and the remaining hours will be divided by the remaining weeks (including part-weeks) in the cycle. For example, in an eight-week cycle with six days' leave deducted, the total remaining hours would be divided by 6.8 weeks.

150. The same method must be used when calculating the average number of hours which attract an enhancement and when calculating the average hours which attract the on-call availability allowance. See Annex 01 for the agreed formula for calculating average hours.

151. A mechanism should be in place for residents to plan and submit leave requests prior to starting in a post. The agreed form for submitting advance leave requests should be issued with the offer of employment and job plan for residents to complete and return to the rota manager prior to the duty roster being issued.

152. The generic job plan will include a description of the hours to be worked, any shift working or on-call arrangements for any and all employer/hosts, including any service commitment to unscheduled urgent or emergency care, and will set out in general terms when and where the resident's duties and responsibilities will be delivered.

153. Where a job plan contains on-call arrangements, then all non-resident on-call duties must be rostered as separately within a rota, and on-call shifts cannot contain within them a resident shift.

154. When requested by a resident, all reasonable attempts should be made to facilitate set working day patterns, in line with their statutory right to request flexible working provided that service needs can be met. Requests should be made in accordance with the NHS Wales Flexible Working Policy.

155. Unless agreed with the resident, no shift or on call duty period should be rostered on a non-working day in a fixed working pattern.

156. The duties and responsibilities set out in the generic job plan will include, as appropriate:
    a. clinical care and service duties
    b. specific training
    c. work in or for other organisations (if required by the employer / host organisation).

157. Where the resident is required to participate in a service commitment to unscheduled, urgent or emergency care, the job plan shall set out the expected requirements to contribute to a duty roster and/or on-call rota for the safe provision of service. The job plan may include duties throughout the 24-hour day and the seven-day week, including work on statutory and public holidays. This will include a prospective estimation of anticipated actual work (as defined in Schedule 03) during the on-call period, which will be defined as working time for the purposes of these TCS.

158. The job plan for a resident on a general practice training programme working in a general practice setting shall reflect the 2024 COGPED guidance or any successor document on the session split during the average 40-hour week that comprise a minimum full-time contract. Any additional hours of work above 40 must be included in the resident's job plan with agreement and linked through to the curriculum, as per those for residents in hospital settings.

159. The job plan must be designed to facilitate access to the full leave allowance, as outlined in Schedule 08 as well as appropriate training.

## Duty roster

160. The duty roster must be provided to a resident at least 6 weeks prior to them starting a placement, to ensure that the resident is informed of the work and range of duties that are expected to be undertaken during the placement.

## Flexible (part time) resident job plans

161. A resident who trains flexibly (part time) must have a bespoke job plan built for them to ensure they are working the correct pro rata proportion of hours and shift types, for their part time percentage and working arrangements, and are being paid correctly. It may also include other professional duties

that are agreed with the educational supervisor, which may include, for example, rota coordination duties, accredited Trade Union duties or participation in the resident doctor forum.

162. The facilitation of bespoke job plans is the responsibility of both the employer (or host organisation as locally agreed) and the resident. This process must begin as soon as possible after notification of placement. It is the employer/host's responsibility to issue the mutually agreed bespoke job plan to the resident. This should be done as soon as reasonably practicable and in any event prior to the resident who trains flexibly starting in post, to allow sufficient opportunity to plan leave and other commitments.

163. When a resident who trains flexibly is provided with their generic job plan, it should include their individual pro-rata entitlement to study leave and annual leave (inclusive of pro-rated public holidays) to ensure they are able to plan in their leave at the earliest available opportunity.

## Personalised job plan

164. The generic job plan shall form the basis for a personalised job plan which will be agreed between the educational supervisor and the resident, in accordance with the COPMED Gold Guide and/or other relevant documents, as amended from time to time. The personalised job plan must be agreed before or within four weeks after the commencement of the placement during scheduled hours of work.

165. Where the personalised job plan has not been agreed within four weeks after the commencement of the placement, the resident may submit an exception report. This will be sent to the Director of Medical Education and Educational Supervisor (for residents working in non-hospital settings, including – but not limited to – GP and Public Health registrars, this will be sent to the Head of School instead of the Director of Medical Education, as well as the Educational Supervisor).

166. The resident and the educational supervisor are jointly responsible for personalising the job plan according to the resident's learning needs and the opportunities within the post. It may also include other professional duties that are agreed with the educational supervisor, which may include, for example, rota coordination duties, accredited Trade Union duties or participation in the RDF. Should a resident have a significant caring responsibility, they may raise it as part of the discussion of the personalised job plan initial discussion and/or review. Where possible within the constraints of service delivery, adequate account should be taken of reasonable requests when agreeing the personalised job plan.

167. The educational review with the educational supervisor will include a discussion of the job plan to ensure that their workplace experience delivers the anticipated learning opportunities.

168. Each resident provided with a written occupational health recommendation relating to the design of their rota or duty roster must have this discussed, mutually agreed and incorporated into its design as soon as possible, and within six weeks of the recommendation being provided. In subsequent rotations, relevant recommendations may need to be carried forward and incorporated into the duty roster from the start of the placement. These recommendations may be subject to review by the occupational health provider for the resident's subsequent placements.

169. If the six-week timescale in paragraph 157 above cannot be met, or if a mutual agreement about a rota change cannot be reached between the employer/host and the resident, the resident must be provided with a documented explanation as to why the recommended change cannot be made or why the timescale cannot be met. A meeting should be arranged to discuss this and explore potential alternative solutions.

170. Residents must have the ability to escalate to the HR department and/or named individual(s) within their host organisation to raise concerns when the occupational health recommendations have not been factored into the design of the duty roster within six weeks of the recommendations being confirmed.

171. The employer/host may need to make changes to a job plan during the placement if there are significant changes in the facilities, resources or services. Every effort should be made to anticipate such changes in the Job Plan and reach agreement on such changes.

## GP Registrars – Out of Hours (OOH) Requirements

172. In addition to the normal agreed working week, a GP registrar may be required to undertake OOH shifts. All OOH activity must be recorded using the appropriate documentation, which must be signed by a supervising GP or approved trainer. Further information and guidance can be found via the Committee of General Practice Education Directors (COGPED) website.

## Job plan objectives

173. The generic job plan shall describe the training opportunities and the service commitments required to achieve the objectives of the placement.

174. The personalised job plan shall add to the generic schedule the resident's personal objectives in:
    a. training (consistent with the education/training contract between HEIW and the resident), and
    b. service delivery, both to align the resident's service commitments to the employer/host's objectives and to recognise not only that competencies can be achieved through service delivery but that some can only be achieved in this way.

c. any other duties the resident may hold, including rota coordination and design, and representative functions (e.g. RDF).
d. academic commitments if on an integrated academic training pathway. This should be in accordance with Follet principles. Where employment arrangements place the resident under the new terms and conditions, the resident, academic employer/host and clinical employer/host will agree a job plan for the placement prior to its commencement to accurately reflect the resident's various commitments.

175. The training objectives will set out a mutual understanding of the training needs of the resident over the period of the job plan, and of how, in working to achieve these objectives, the resident will contribute to the objectives of the employer/host.

176. A resident's individual objectives will depend in part on the specialty and the level of competencies achieved and may on occasion differ from the objectives set out in the generic job plan.

## Setting and maintaining the job plan

177. The job plan brings together activities to achieve service and learning objectives.

178. As a minimum, there should be an educational review and job plan discussion at the start and finish of the placement for which the job plan applies.

179. The personalised job plan will be discussed and agreed at the first formal meeting between the educational supervisor for the placement and the resident.

180. The resident and educational supervisor will regularly consider progress against agreed learning objectives determined by the curriculum, and the resident's service objectives. This should be reflected in any relevant training portfolio.

181. Job planning discussions should establish whether any changes in support or resources, or in planned service duties, are needed to enable the resident to achieve the objectives within rostered working hours.

182. Discussions shall take place if either the employer/host or the resident consider that the training opportunities, duties, responsibilities, accountability arrangements or objectives have changed significantly, or need to change significantly, or that the agreed objectives may not be achieved for reasons outside the resident's control.

## Resolving disagreements over the job plan

183. The educational supervisor will make every effort to agree with the resident appropriate changes to the job plan, and to implement the changes within a reasonable time, taking into account the remaining duration of the post/placement. If it is not possible to reach agreement or achieve the agreed outcome the resident may invoke the provisions of the job planning appeals process that can be found in the NHS Wales Job Planning Policy – Resident Doctors and Dentists.

# Schedule 05
# Guardian of Safe & Flexible Working & Exception Reporting

## Safe and Flexible Working

184. The safety of patients is a paramount concern for the NHS in Wales. Significant staff fatigue is a hazard both to patients and to the staff themselves. The safeguards around residents' working hours in these terms and conditions are designed to ensure that this risk is effectively mitigated, and that this mitigation is assured.

185. There are three functions which oversee the safety of residents in the training and service delivery domains of their working experience.
    a. The employer or host organisation designs job plans that are safe for patients and safe for residents and ensures that job plans are adhered to in the delivery of services.
    b. The director of medical education (DME) oversees the quality of the educational experience.
    c. The Guardian of safe and flexible working (hereafter referred to as the Guardian) provides assurance to the employer, and host organisation if appropriate, on compliance with safe working by the host and the resident.

186. Residents are also responsible for ensuring that both their pattern of work and their total hours of work, including all work undertaken for any employer, whether directly or indirectly (for example through an agency or limited company), comply with the limits set out in Schedule 03, and that they remain safe to carry out clinical duties.

## The Role of the Guardian

187. The Guardian is a senior appointment that all health boards/trust will be required to make, although Health Boards/Trusts with a smaller number of residents may appoint a single Guardian to work collaboratively across multiple health board/trusts so long as this does not impact on the effectiveness of the Guardian and has been agreed with the Lead Guardian.

188. The expectations of the Guardian in NHS Wales are centred around ensuring that residents are working safely in accordance with their contractual limits and that working conditions support patient safety and wellbeing. They are also there to promote, signpost and improve support for flexible (part time) residents. The role is intended to champion flexible training pathways and support residents and employers in residents accessing their statutory right to request flexible working arrangements. It will do so by providing guidance, education and being a point of contract on such issues.

189. The Guardian is expected to act as a custodian and advocate for residents' safe working conditions, ensuring their hours support both wellbeing and patient safety. They serve as a neutral and independent role that monitors, reports, escalates, and helps resolve issues around working time compliance.

190. The Guardian will provide advice and support to residents regarding training and working flexibly. They will be able to signpost residents to information and specialty related support to help in decision making and application for flexible (part time) training opportunities

191. The Guardian is a senior appointment, and the appointee will not hold any other role within the management structure of the employer / host organisation which might compromise their independence. The Guardian shall ensure that issues of compliance with safe working hours are addressed by the resident and/or employer/host organisation, as appropriate.

192. The Guardian shall provide assurance to the host Board that residents' working hours are safe. (This assurance is in addition to the provisions and safeguards as set out in Schedules 03 and 04).

193. The Guardian will provide the lead employer (NWSSP), via the lead Guardian for Wales, with assurance that its employees are working safe rotas and that any exceptions are escalated and resolved within the host organisation.

194. The Guardian will be supported by appropriately qualified managerial/clerical support and provided with sufficient resource and time to undertake the role effectively.

195. Host organisations will be provided with guidance on the appointment and support of the Guardian role. Funding will be provided as part of contract reform for a minimum sessional requirement dependent upon the size of the organisation. This will be reviewed as the role is introduced to ensure that Guardians are properly resourced. Funding also includes the provision of dedicated administrative support to enable the Guardian to function effectively and deliver meaningful improvements in training experience and working conditions. It has been agreed that funding provision will be ringfenced as part of an Implementation and Transition fund.

## The role of the Lead Guardian

196. The Single Lead Employer will appoint a Lead Guardian. The Lead Guardian will be subject to annual performance review undertaken by the SLE (NWSSP) Managing Director or Director of Workforce and Medical Director.

197. The Lead Guardian will:

a. Sit on the appointment panels for Guardians based within host organisations.
b. Be part of the performance review of Guardians within host organisations.
c. Co-define and support the delivery of training to Guardians across Wales.
d. Collate and share best practice.
e. Act as a point of contact, support and guidance to the Guardians within host organisations.
f. Establish a Guardian of Safe and Flexible Working Network, convening and overseeing meetings of the network.
g. Author an annual report covering all GOSFW Guardians work and outcomes across Wales to be presented to NWSSP's Partnership committee and MDBG.
h. Act as an independent escalation point for safety concerns regarding working hours
i. Receive and monitor regular reports from Guardians based in host organisations.
j. If, after collaboration with the RDF and LNC, a Guardian within the host organisation is unable to resolve concerns with the relevant local teams, these issues should be escalated by the Lead Guardian to MDBG.

## Appointment of the role of Guardian in Host Organisations

198. The employer and/or host organisation must appoint a named Guardian to assure the safety of residents. Appointment would normally be for a minimum of three years, subject to annual performance review. The performance review should be jointly undertaken by the host organisation and the Lead Guardian.

199. Subject to the agreement of the SLE and lead Guardian, host organisations may appoint a Guardian to cover more than one organisation.

200. The arrangements must be made clear in the employment management agreements between the SLE and host organisations.

201. The named Guardian for each host organisation shall ensure information is available to the host organisation board, and the lead Guardian must see Guardian reports for all of the residents under their employment.

202. The following principles shall be taken into account in appointing to the role:

a. As the host organisations are not the direct employers of the residents, the Lead Guardian will be on the appointment panels within the host organisations.

b. The appointment panel for the Guardian shall include the medical director or a nominated deputy, the director of people/workforce or a nominated deputy, and two residents, nominated by the joint local

negotiating committee (JLNC) or equivalent. At least one and if possible, both of the residents must be based in the appointing employer (or host organisation, if appropriate).

c. The panel should reach consensus on the appointment.

d. The recruitment process for the appointment of the Guardian should otherwise follow local recruitment processes.

e. The SLE and host organisation, will set the Guardian's time commitment, taking into consideration the number of rotas and the number of residents for whom the Guardian will have responsibility.

f. Funding will be provided as part of contract reform for a minimum sessional requirement dependent upon the size of the organisation. This will be reviewed as the role is introduced to ensure that Guardians are properly resourced.

## Responsibilities of Guardian in Host Organisations

203. The Guardian shall:

a. Act as the champion of safe and flexible working hours for residents in approved training programmes.
b. Provide assurance to residents and employers that residents are safely rostered and enabled to work hours that are safe and in compliance with Schedules 03, and 04 of these terms and conditions of service.
c. Receive copies of all exception reports in respect of safe working hours and monitor overtime reporting patterns. This will allow the Guardian to record and monitor compliance with the terms and conditions of service.
d. Require intervention to mitigate any identified risk to resident or patient safety in a timescale commensurate with the severity of the risk.
e. Escalate issues in relation to working hours, raised in exception reports, to the relevant executive director, or equivalent, for decision and action, where these have not been addressed at departmental level.
f. Require a rota and/or job plan review to be undertaken, where there are regular or persistent breaches in safe working hours, which have not been addressed.
g. Have the authority to intervene in any instance where the Guardian considers the safety of patients and/or residents is compromised, or that issues are not being resolved satisfactorily.
h. Issue penalties/fines and distribute monies received as a consequence of financial penalties to improve the training and service experience of residents.
i. Provide guidance and be a visible point of contact for flexible (part time) residents or those considering training flexibly.
j. Advice or signpost flexible (part time) residents to ensure that the delivery of medical education and training meets the standards of regulatory bodies.
k. Work with RDF and LNCs to ensure concerns are addressed by the relevant teams.

## Reporting

204. The Guardian reports to the Lead Guardian and to the Host Health Board, directly or through a committee of the Board, as follows:

a. The Host Health Board must receive a *Guardian of Safe and Flexible Working Report* no less than twice a year. This report will include information on all rota gaps on all shifts, unsafe staffing incidents, flexible training applications and issues and overtime reporting levels. This report must also be provided to the JLNC or equivalent.

b. Beyond twice annual reports, there should be regular internal oversight to ensure system responsiveness. Reporting should be embedded in the organisation's quality and safety governance structure, such as the Quality and Safety Committee (or equivalent).

c. Routine reports from each Guardian to the Lead Guardian will be required, the frequency of these will be determined by the level of exception reporting in each host organisation but will be no less than quarterly.

d. Where the Guardian has escalated a serious issue in line with paragraph 202 e and g above and the issue remains unresolved, the Guardian must submit an exceptional report to the next meeting of the Board and to the lead Guardian.

e. There may be circumstances where the Guardian identifies that certain posts have issues that cannot be remedied locally and require a system-wide solution. Where such issues are identified, the Guardian shall inform the Board and make the Lead Guardian aware. The Board will raise the system-wide issue with partner organisations (e.g. SLE, Health Education and Improvement Wales, Welsh Government) to find a solution.

## Liaison with residents

205. Each Guardian and host organisation Director of Medical Education shall jointly establish an RDF to advise them.

206. This shall include resident colleagues from the organisation and must include the relevant resident representatives from the LNC (or equivalent) as well as inviting the Chair (or nominated deputy) of the LNC.

207. Residents on the forum may also be elected or otherwise nominated from amongst the residents. Where the Guardian covers specialties that are small or have specific employment requirements, the forum shall include representatives of these groups.

208. The group shall also include relevant educational and People/workforce colleagues as agreed with the group. The RDF or a nominated representative(s) will take part in the scrutiny of the distribution of income drawn from penalties/fines.

## Exception Reporting

209. A new system has been introduced under these TCS for resident doctors to report instances when the individual job plan is not reflected in the actual working conditions, training entitlements, or safe working limits of the resident doctor. This system is called exception reporting and is in place to ensure residents are working within safe limits and experiencing a high-quality training and working environment. Where this does not occur, the Employer/host organisation must take steps to address the issue and ensure a breach does not occur again.

210. This system is not used to report overtime, except when it causes the resident to breach safe working limits. Additional work that is undertaken that is not detailed in the job plan should be reported via the rostering system as set out in Schedule 02.

211. Exception reports should be used to report when factors outside of the resident's control have caused a variance from their personalised job plan. This may include, but is not limited to, the following:

a. Staffing levels below those defined in the job plan for a given shift.
b. Being redeployed at short notice to another working area (e.g. a different ward).
c. Being unable to attend or undertake scheduled training due to service demand.
d. Performing additional work that causes the resident to breach their safe working hours limits as defined in Schedule 03
e. Concerns regarding workload in non-resident on-call duty periods
f. Being required to act in a different role to their normal one (e.g. acting up or acting down, providing cross cover)
g. Being unable to undertake professional activities that the resident is required to fulfil by their employer/training scheme (e-portfolio, induction, e-learning, quality improvement and quality assurance projects, audits, mandatory training / courses) due to service demand.
h. Being unable to undertake any activities that are agreed between the resident and their employer, such as quality improvement, attendance at the RDF or LNC/JLNC, rota coordination/maintenance responsibilities, or patient safety tasks directly serving a department or wider employing organisation, due to service demand.

212. Job plan exception reports will be administered using a consistent system across Wales. All residents must have access to this system from the first day their employment begins with NHS Wales under these TCS. Resident doctors will be able to report the type of exception, when and where it occurred, other residents who were also affected, and what steps have already been taken to resolve the issue.

213. Exception reporting does not prevent local discussion within teams, for example to arrange time off in lieu or other mitigation measures, although should be used in parallel to ensure that an accurate record is kept of when

exceptions have occurred. Employers must use this data to better understand work pressures and design rotas accordingly.

214. The system will work as follows:
   a. Reports regarding access to training opportunities should be sent to the resident's educational supervisor and director of medical education.
   b. Exception reports relating to when the resident's day-to-day work varies significantly and/or regularly from the agreed job plan and acting up or down should be sent to the rota manager/coordinator.
   c. All other reports not described above should be sent to the clinical and/or the educational supervisor of the resident raising the report for actioning and copied to the host/local employer PGME team.
   d. For residents in non-hospital settings, the default should be for all types of exception reports to be sent to the resident's educational supervisor, unless there is a mutual agreement between the resident and the employer or the host organisation, for that placement, for a differing process.
   e. All reports will be accessible to the host Guardian and lead Guardian.
   f. Exception report actioners could include but are not limited to the educational supervisor, clinical leads, rota coordinators, PGME, DME and the Guardian.
   g. Where an exception report has not received a response within 7 working days, the Guardian will have the authority to independently action the report. The Guardian will routinely review the outcome of exception reports to identify whether further improvements to the job plans are required to ensure safe working hours are being maintained. They will also be able to investigate whether other residents were affected and if further action is required.

215. For most variances, the purpose of the system is to act as a repository of evidence regarding issues arising in the workplace. This may be used, for example, in job plan reviews, ARCP evidence and workplace appraisals, and will feature in the reporting requirements of the Guardian.

216. The appropriate course of action will depend on the nature of the exception that occurred. It may include additional education and development time, or changes to the job plan. Where the report has flagged that other residents were affected, the actioner defined in paragraph 212 above may follow up with the other affected residents and, if appropriate, register additional reports to reflect that multiple residents were affected. The actioner may discuss an appropriate action in response to the exception with the affected individual(s) or decide upon the appropriate course of action where this is clear.

217. For reports of missed training opportunities that were contained in the personalised job plan, the resident will receive educational development time in lieu of their missed training. This will normally involve their release from their normal rostered duties for an equivalent training opportunity (not already

contained in their individual job plan) in the near future, but where this is not possible it may also involve release from their normal rostered duties for individual study or other training activities. In exceptional circumstances, where options above are not available or not appropriate in the circumstances, the resident may receive additional pay in lieu of the lost training time to undertake training or individual study in otherwise un-rostered time.

## Job plan exception reports that incur financial penalties

218. The Guardian will review all exception reports copied to them by residents to identify whether a breach has occurred which incurs a financial penalty, as set out in paragraphs below.

219. Where such concerns are shown to be correct in relation to:
   a. A breach of the 48-hour average working week (across the reference period agreed for that placement in the job plan); or
   b. a breach of the maximum 13-hour shift length; or
   c. a breach of maximum of 72 hours worked across any consecutive 168-hour period.
   d. Where 11 hours rest in a 24-hour period has not been achieved (excluding on-call shifts); or
   e. where five hours of continuous rest between 22:00 and 07:00 during a non-resident on-call shift has not been achieved; or
   f. where 8 hours of total rest per 24-hour non-resident on-call shift has not been achieved; or
   g. where daily rest breaks in accordance with paragraph 92 have not been achieved on at least 25% of occasions across a four-week reference period (excluding periods of leave), for the time in which the break was not taken, the resident will be paid for the additional hours at the penalty of two times the relevant hourly rate.

220. In addition to the penalties set out in paragraph 218, the Guardian will also levy a fine on the department employing the resident for those additional hours worked at a penalty rate of two times the relevant hourly rate. Where such a breach that incurs a financial penalty can be demonstrated to affect a group of residents, the Guardian will consider the number of residents affected and will determine a proportionate level of penalty.

221. In addition, where significant and regular levels of additional work or exception reports are being reported in a department, the Guardian shall have the discretion to issue a fine at stipulated penalty rates if, following investigation and intervention, there is no improvement in the department

222. Where a concern is raised through submission of an exception report that a job plan or duty roster has not been provided within the contractual time limit,

or that access has not been provided to the roster system or exception reporting system within the contractual time limit, the Guardian of safe and flexible working will levy a fine of £500 per resident, per week until the issue has been resolved. This fine will be held in the central fund described in paras 222 - 227 (Subject to the Transition Arrangements set out in Schedule 13).

## Disbursement of fines

223. The money raised through fines must be used to benefit the education, training and working environment of trainees. A methodology for determining allocation of funds will be in place (see Transition Arrangements in Schedule 13).

224. The Guardian should devise the allocation of funds using the agreed NHS Wales methodology, in collaboration with the employer/host organisation RDF, or equivalent. These funds should not be used to supplement the facilities, study leave, IT provision and other resources that are defined by HEIW as fundamental requirements for residents in training and which should be provided by the employer/host organisation as standard.

225. Further, they must not be used to ensure that the host employer meets the minimum standards set out in the Fatigue and Facilities charter and/or these Terms and Conditions. Examples of where these funds could be spent include but are not limited to courses, events, wellbeing initiatives, additional facilities beyond the minimum standards set out in the Fatigue and Facilities charter.

226. Where the work setting is not suitable for the approach outlined in paragraph 221 (e.g. community settings, general practice), the Guardian will work with the relevant residents to collect and disperse money raised through fines at a regional or national level.

227. The details of the Guardian fines will be published in the organisation's annual financial report (accounts), which are subject to independent audit and should be shared with the LNC. The Guardian's annual report will include clear detail on how the money has been spent. The Lead Guardian will collate information on how fines have been spent as part of their annual report which is sent and presented to NWSSP'S Partnership Committee and MDBG.

## Immediate safety concerns

228. Where an exception report indicates concern that there is an immediate and substantive risk to the safety or patients or of the resident making the report, this should be raised immediately (verbally) by the resident with the clinician responsible for the service in which the risk is thought to be present (typically, this would be the head of service or the consultant/on-call). The resident must confirm such reports electronically to the Guardian (via an exception report) within 24 hours.

229. The employer/host has a duty to respond as follows:
    a. Where the clinician receiving the report considers that there are serious concerns and agrees that there is an immediate risk to patient and/or resident safety, the consultant/on-call shall, where appropriate, grant the resident immediate time off from their agreed job plan and/or (depending on the nature of the reported variation) ensure the immediate provision of support to the resident.
    b. The clinician shall notify the Guardian (copying in the Education Supervisor) within 24 hours, who will undertake an immediate job plan review, and will ensure appropriate (and where necessary, ongoing) remedial action is taken.
    c. Where the clinician receiving the report considers that there are serious but not immediate concerns, the clinician shall ask the resident to submit an exception report to the Guardian, describing the concern raised and requesting a job plan review.
    d. Where the clinician receiving the report considers that the single concern raised is significant but not serious and/or understands that there are persistent or regular similar concerns being raised, the clinician shall ask the resident to raise an exception report to the Guardian within 48 hours. On receipt of the report, the resident and Guardian will determine whether a job plan review should be undertaken.

## Residents in General Practice

230. Whilst on placement within General Practice, the Guardian will be the Lead Guardian, based within SLE. Whilst on placement within Secondary Care, the Guardian will be the host organisation Guardian.

# Schedule 06
# Private Professional & Fee Paying Work

## Principles

231. The resident is responsible for ensuring that the employer/host is advised of any regular commitments the resident has in relation to the provision of any private professional work.

232. The resident is responsible for ensuring any private professional work undertaken by the resident does not result in any detriment to NHS patients or services.

233. The resident should be aware of the relationship between the hours of work undertaken under this schedule and the principles underlying the restrictions on total hours that the resident can work under these terms and conditions of service as set out in Schedule 03.

234. Fee-paying work should normally be carried out in the resident ’s own time. However, it will be permissible for the resident to undertake fee-paying work and retain the fee where undertaking the work entails minimal disruption to the NHS (1 hour per month).

235. Where the work requires more time than this, the employer may request that the resident remit the fee to the employer unless they choose to undertake an equivalent duration of compensatory work outside of their normal rostered hours or they authorise their employer to reclaim the salary for the time during which the fee-paying work was undertaken.

236. When undertaking private professional or fee-paying work, residents must make clear their training status on each occasion.

237. Residents are solely responsible for the payment and management of the tax and insurance liabilities and any related costs in respect of any private professional or fee- paying work that the resident undertakes, and for ensuring that they have adequate and appropriate insurance and indemnity for such work, as per GMC guidance. This applies whether or not the work is undertaken on the employer/host’s premises, or elsewhere. The resident agrees to indemnify the employer/host for any costs or demands that the employer/host incurs in relation to such liabilities referred to above.

## Disclosure of information about private commitments

238. The resident must keep the educational supervisor informed of any regular commitments in respect of private professional clinical work. This information

must be disclosed as part of the initial job plan discussion and include details of the work involved and when it occurs. The resident must also provide information in advance about any significant changes to this information.

## Scheduling of work

239. NHS or other contractual commitments must take precedence over the provision of private professional work, except where a resident is asked at short notice to undertake NHS work beyond their agreed job plan and this would prevent them from meeting pre-existing and previously disclosed private professional commitments which cannot reasonably be rescheduled

## Use of NHS facilities

240. The resident must obtain the employing/host organisation's prior agreement to use NHS facilities, staff and/or resources for the provision of private professional or fee-paying work.

241. The employing/host organisation has discretion to allow the use of its facilities, staff and/or resources. They will make it clear which facilities, if any, a resident is permitted to use for private purposes, and to what extent, and whether any charge will be levied for the use of these facilities, staff and/or resources.

242. If a resident with permission, undertakes private professional clinical work in any of the employing/host organisation's facilities, the resident must observe the principles and relevant provisions in the Code of conduct for private practice.

243. Residents must also make themselves aware of and comply with their employing and/or host organisation's policies and procedures for private practice.

## Patient enquiries about private treatment

244. Where, in the course of the resident's duties, a resident is approached by a patient and asked about the provision of private professional clinical work, the resident must refer the patient, without advice or comment, to the consultant responsible for the patient's care.

## Fee-paying services

245. Fee-paying work should normally be carried out in time for which the resident is not being paid by the employer/host (i.e. in the resident's own time). However, fee-paying work may also be undertaken in the circumstances set out below. This list is not exhaustive but fee-paying work resident residents can claim are:

a. Section 12 MH Assessment (Psych Trainees who have completed core training and hold a section 12 certification)
b. Section 7 of the pay circular (Current rates can be found here)
   i. 165/Sch 11 Fees for lectures to nurses etc
a. Other grades
   ii. 166/Sch 11 Lecture fee for Postgraduate Medical Education

246. If a fee is paid directly to the resident for such work done during the time for which the resident is paid by the employer/host, the resident must remit the whole fee to the employing organisation, unless the work involves minimal disruption to NHS work.

247. The definition of minimal disruption is around 1 hour per month.

248. Where the fee-paying work does not constitute minimal disruption then the resident may retain the fee for such work carried out during time the resident is being paid by the employer/host, provided that the resident either:

a. undertakes compensatory work outside of their normal rostered hours, either by staying late to complete their normal duties where rest and safety limits permit, or through time back in lieu if the job plan permits, or
b. authorises the employer/host to reclaim the salary for the time during which the fee-paying service was delivered (i.e. at plain time rate if delivered during plain time hours)

# Schedule 07
# Other Conditions of Employment

## Declaration of Interests

249. A resident must declare:

   a. any outside financial interest or any financial relationship with an external organisation they may have which may conflict or could be perceived to conflict with the policies, business activity and decisions of the employing organisation; and/or

   b. any financial or pecuniary advantage they may gain whether directly or indirectly as a result of a privileged position within the employing organisation.

250. It is the responsibility of the resident to ensure they comply with their corporate responsibilities as set out in NWSSP's standing financial instructions.

## Research

251. All research must be managed in accordance with the requirements of the UK Policy Framework for Health and Social Care Research. Residents must comply with all reporting requirements, systems and duties of action put in place by the employing organisation to deliver research governance. Residents must also comply with the GMC guidance Good practice in research as from time to time amended.

## Confidentiality

252. A resident has an overriding professional obligation to maintain patient confidentiality as described by guidance from the regulatory bodies, and employer policies from time to time in force, subject to relevant legal exceptions.

253. A resident must not disclose, without permission, any information of a confidential nature concerning other employees or contracted workers, except where there is an overriding public interest or legal obligation to do so.

254. A resident must not disclose, without permission, any information of a confidential nature concerning the business of the employer or of contractors of the employer, save where there is an overriding public or patient safety interest or legal obligation to do so.

## Raising concerns

255. Should a resident have cause for genuine concern about an issue (including one that would normally be subject to the requirements regarding information of a confidential nature set out in paragraph 250 above) the resident has a professional obligation to raise that concern. A resident should raise concerns, in accordance with NHS Wales Speaking Out Safely Framework and relevant procedures and shall not be subject to any detriment for raising such concerns, including those regarding a third party (for example HEIW).

256. If a resident believes that a disclosure of any concern regarding malpractice, patient safety, the safety of residents, other employees or contracted workers, financial impropriety or any other serious risk (including one that would normally be subject to paragraph 250) would be in the public interest, they have a right and a duty to speak out and be afforded statutory protection as required under the Public Interest Disclosure Act 1998 (PIDA) as amended from time to time. A resident making such a qualifying disclosure, whether under PIDA or directly to SLE and/or host employer, shall also have the right not to be subject to any detriment by SLE and/or host employer for raising such concerns, via the provisions of the Employment Management Agreement. As far as practicable, local procedures for disclosure of information in the public interest should be followed.

## Publications

257. A resident shall be free, without prior consent of the employing organisation, to publish material and to deliver lectures or speak at an event, whether on matters arising out of NHS service or not. This freedom is subject to the requirements regarding information of a confidential nature set out in paragraph 250 above, and the requirements regarding research set out in paragraph 249 above. Such communications, whether or not these activities take place in the resident's own time, must be in good faith and without malice, and are subject to the employing organisation's protocols and practices (including those on social media usage and the press). The resident must also follow guidance from the relevant regulatory bodies.

258. The resident should be aware of the employing organisation's local policy regarding intellectual property. Where payment is received, the resident should comply with the requirements of Schedule 06 - Private Professional and Fee-Paying Work.

## Intellectual Property

259. The resident must comply with the employing organisations policies and procedures for intellectual property. These will reflect the Intellectual property (IP) guidance for National Health Service (NHS) Wales organisations

## Transfer of information

260. Where the resident is required to rotate between employing organisations and/or host organisations, there will be a requirement on the employer/host organisations to transfer such personal and confidential information regarding the resident's employment and training as is deemed necessary by the organisations for the completion of pre-employment checks and for the continuation of the resident's training. It is a condition of employment that the transfer of such information occurs.

261. The employer / host organisation is required under the terms of the Employer Management Agreement between the employer / host organisation and SLE to send and receive information about residents to and from SLE in order to facilitate the management of training programmes. The employer will make every reasonable effort to comply with the time frames set out in the Employer Management Agreement wherever and whenever it is possible to do so. Residents and employers have a mutual obligation to facilitate such data transfers so as to enable appropriate notification of deployment by employers to future appointees, as set out in the Employer Management Agreement. It is a condition of employment that the transfer of such information occurs. The employer/host organisations shall comply with the provisions of the UK General Data Protection Regulation and Data Protection Act 2018 and all relevant Codes of Practice at all times and shall ensure that they have in place appropriate systems to protect the security of any information being transferred.

# Schedule 08
# Leave

## Principles

262. It is in the interest of residents' health and wellbeing and the continued safety of patients in their care, that they take their full annual leave entitlement.

263. Leave required by the Working Time Regulations 1996 (as amended) must be taken in each leave year, subject to paragraphs 285- 290 of this Schedule.

264. The employer/host and the resident must make every effort to work together to ensure that the resident is able to take the full annual leave entitlement.

265. Study or professional leave must be used for the purpose for which it is granted.

266. Safeguards on hours and rest as set out in Schedule 03 continue to apply during any period of leave.

267. In the case of a resident contracted by the Single Lead Employer (SLE), decisions to approve leave requests rest with the host organisation, unless expressly stated otherwise.

268. As set out in Schedule 03, the rota and job plan must be designed to facilitate access to the full leave allowance as well as appropriate training.

## Annual leave

269. The annual leave year runs from the start date of the resident's appointment.

270. The annual leave entitlement for a full-time resident is as follows, based on a standard working week of five days:
    a. On first appointment to the NHS: 28 days
    b. After five years completed NHS service 33 days

271. These entitlement values include the additional day of annual leave granted by the Minister for Health and Social Services in December 2021 and previous statutory days.

272. Residents may take one day of annual leave against a shift of any length provided the shift takes place wholly on one day and no part of the shift

273. Residents with experience gained in local employment (i.e. LEDs) or from work abroad will have each year of service as an LED or doctor abroad regarded as equivalent to a years' service within the NHS for the purposes of calculations for annual leave entitlement. If the resident is unable to provide equivalent evidence, then each calendar year in service will be counted as half a year of service in the NHS for these purposes.

274. If, on termination of employment, a resident has not taken their full entitlement to accrued annual leave as calculated to the termination date, they will receive payment for the accrued but untaken annual leave.

275. Annual leave on termination of employment will be calculated as follows:

*Annual leave entitlement multiplied by the proportion of the leave year that has expired before the termination date – expressed as a fraction minus leave already taken in the leave year.*

276. If, upon termination of employment, a resident has taken paid annual leave in excess of their entitlement as calculated to the termination date, a deduction will be made from the final salary in respect of any overpayment of annual leave.

277. As leave is deducted from the rota before average hours are calculated for pay purposes, as set out in Schedule 03, leave may not be taken from shifts attracting an enhanced rate of pay or an allowance, as set out in Schedule 02 of these TCS.

278. Where a resident wishes to take leave when rostered for such a shift or duty, the resident must arrange to swap the shift or duty with another resident on the same rota. It is the resident's responsibility to arrange swaps. The employer/host will take all reasonable steps to facilitate the arrangement of the swap. However, the employer/host is not obliged to approve the leave request if the resident does not make the necessary arrangements to cover the shift.

279. Where the resident's contract or placement is for less than 12 months, the leave entitlement is pro rata to the length of the contract or placement.

280. A flexible (part-time) resident will be allocated leave on a pro rata basis. This will be calculated in the same way set out for pay in Schedule 02, by being calculated pro rata on the average hours' work per week across the rota cycle

281. It may be appropriate for leave to be calculated for some residents in hours.

282. A resident shall normally provide a minimum six weeks' notice of annual leave to be approved in accordance with local policies and procedures.

283. The employer/host shall, where possible, respond positively to all leave requests, and shall normally agree reasonable requests.

284. Employers/hosts must allow annual leave to be taken when it has been requested for a lifechanging event, provided that the resident has given notice to the employer/host in accordance with paragraph 280-281 of this Schedule. This provision does not apply to leave for circumstances covered by Section 15 of the NHS Terms and Conditions of Service Handbook or local policies such as special leave or bereavement.

285. If, due to circumstances beyond the resident's control, a reasonable request is made for leave outside the minimum six weeks' notice period, then the employer/host will fairly consider this request while paying due regard to service requirements.

286. The resident and the employer/host will work together to ensure that leave is appropriately planned and taken across the year. This is to ensure both access to training and the maintenance of service delivery, and to protect the safety of both residents and patients.

287. In exceptional circumstances, where agreement on planning leave is not possible despite the best reasonable efforts of the resident and the employer/host, some leave may need to be allocated to ensure that all residents are able to take their full leave entitlement while maintaining safe coverage of services. However, leave should not be fixed into a working pattern for this or any other reason without agreement from the resident.

288. In addition to the provisions of paragraph 285, a rota should not be so restrictive in its design to give the appearance of fixed leave being incorporated into the rota, where there is little or no flexibility over when leave can be taken. Where possible, rosters should be designed to contain periods of at least two or three consecutive weeks without shifts attracting enhancements or allowances, to provide residents with the opportunity to take longer periods of leave.

289. Where a resident has been prevented from taking the full allowance of annual leave before the end of the leave year. The outstanding leave will normally be carried forward to the next leave year upon mutual agreement between the resident and employer/host organisation.

290. Where a resident has been allocated leave on dates not of their own choosing and they are subsequently prevented by sickness from taking their full allocation of leave before the end of the leave year, the leave will

normally be carried forward to the next leave year upon mutual agreement between the resident and employer/host organisation.

291. In other circumstances, subject to the needs of the service, up to five days of leave per annum (pro rata for contracts or placements of less than 12 months' duration or for residents who work flexibly (part-time), may be carried forward to the next post or placement with the same employer/host.

292. With the agreement of the employer/host and in line with local policy, payment in lieu can be made for up to five days' annual leave (pro rata as appropriate) which could not be taken before a move to a new employer/host organisation.

## Payment for annual leave

293. Pay is calculated on the basis of what the resident would have received had they been at work, based on the resident's job plan and regular work undertaken in the appropriate reference period. Payment of annual salaries is referred to in Schedule 02 of these TCS.

294. Where the employer/host offers a local scheme for the purchase of additional annual leave, a resident will be permitted to seek participation in such a scheme, subject to any training requirements. The impact of any additional leave must be considered by the Director of Medical Education, Guardian and HEIW and agreed on behalf of the postgraduate dean. Any such agreed additional annual leave can only apply to the placement with that specific employer/host.

## Public holidays

295. Public holiday entitlement, as recognised by the NHS and set out in the definitions at the front of these TCS, is additional to annual leave entitlement.

296. A flexible (part-time) resident is entitled to paid public holidays at a rate no less than pro rata to the number of public holidays for a full-time resident, rounded up to the nearest half day.

297. A flexible (part-time) resident will be allocated public holidays on a pro rata basis. As outlined in Schedule 02, basic salary for a flexible (part-time) resident is calculated pro rata on the average hours' work per week across the rota cycle. Therefore, in the same way, the pro rata calculation of public holidays will be based on the average hour's work per week as a percentage of the standard 40-hour working week.

298. Public holiday entitlement for a flexible (part-time) resident shall be added to annual leave entitlement, and any public holidays shall be taken from the combined allowance for annual leave and public holidays.

299. A resident who in the course of their duty is required to be present in the hospital (or other place of work) at any time (from 00.01 to 23.59) on a public holiday, or who is rostered to be on-call on a public holiday, will be entitled to a standard working day off in lieu. Standard working day is set out in the definitions at the front of these TCS

300. Where a resident's working pattern includes scheduled rest days (sometimes known as zero hours' days) and such a day falls on a public holiday, then the resident will be given a day off in lieu of the public holiday.

301. Where a public holiday, including Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January), falls on a Saturday or a Sunday, the public holiday will be designated instead as falling on the first working weekday thereafter. In such circumstances, no day in lieu then arises for the work undertaken on Christmas Day (25 December), Boxing Day (26 December) or New Year's Day (1 January).

## Study and professional leave

302. Each resident has an entitlement to study leave for each year of their training programme.
    a. Resident Doctors in Foundation Year 1 are entitled to 15 days of study leave per annum.
    b. All other Residents are entitled to 30 days of study leave per annum.

303. Study leave includes but is not restricted to participation in:
    a. study (linked to a course or programme)
    b. research
    c. teaching
    d. preparing for and taking examinations
    e. attending conferences for educational benefit
    f. rostered training events.

304. Attendance at statutory and mandatory training (including any local departmental training) is not counted as study leave and should instead be counted as working hours.

305. All requests for study leave will be properly considered by the employer/host. Any grant of study leave will be subject to the need to maintain NHS services (and, where the resident is on an integrated academic pathway, academic responsibilities) and must be authorised by the employer/host.

306. A resident is obliged to use study or professional leave for the purpose for which it has been granted. Safeguards on hours and rest as set out in Schedule 03 will continue to apply.

307. Study leave will normally be granted flexibly and tailored to individual needs, in accordance with the requirements of the curriculum. This allowance includes the provision of up to 5 days study leave for any individual exam sittings, regardless of the number of sittings in the year.

308. Requests for study leave in excess of these limits should be considered fairly where circumstances indicate such requests to be reasonable and may be granted by the employer/host provided that the needs of service delivery can be safely met.

309. Study leave for Foundation Year 1 residents will take the form of a regular scheduled teaching/training session (or similar arrangement) as agreed locally.

310. Study leave for residents at Foundation Year 2 and above will include periods of regular scheduled teaching/training sessions, and may also, with approval from the educational supervisor and service manager, include:
    a. undertaking an approved external course or event
    b. periods of sitting (or preparing for) examinations for a higher qualification where it is a requirement of the curriculum, noting the entitlement relates to each sitting as referenced in paragraph 306.

311. Requests for such leave shall be viewed positively in most circumstances, but with a view to ensuring that the needs of service delivery can be safely met.

312. Where shifts attracting an enhanced rate of pay or an allowance are required to be swapped to take study leave, or if residents are required to provide internal cover for colleagues on the rota when they take study leave, then prospective cover is in operation. In such situations, residents' study leave allowance for the rota must be factored into the calculation of the average weekly hours of work and pay for that rota. the average weekly hours of work that attract an enhancement, the average hours of work that attract the on-call availability allowance and therefore pay. See Annex 01 for the agreed formula for calculating average hours.

313. Where employing organisations/hosts have alternative arrangements for covering study leave, where internal cover or swaps of shifts are not required, prospective cover does not apply.

314. A resident on a contract of employment of less than 12 months' duration is entitled to study leave on a pro rata basis.

315. A flexible (part-time) resident is entitled to study leave at a rate no less than pro rata to the number of study leave days for a full-time resident, rounded up to the nearest half day. As outlined in Schedule 02, flexible (part-time) residents are paid pro rata based on the proportion of work agreed in the job plan, not their nominal training percentage. Therefore, in the same way as

pay the pro rata calculation of study leave will be based on the number of hours worked as a percentage of the standard 40-hour working week.

316. Where a flexible (part-time) resident is required to undertake a specific training course required by the curriculum, which exceeds the pro rata entitlement to study and /or professional leave, the employer/host will make arrangements for additional study leave to be taken, provided that this can be done while ensuring safe delivery of services.

317. Study leave should be prospectively sought for all teaching, courses and educational opportunities that fall on non-working days, and where study leave approval is granted it must be compensated with TOIL, or payment if the resident prefers.

318. Where a resident takes parental leave their entitlement to study leave continues, and this may be taken during 'keeping in touch' days or will otherwise accrue to be taken at a later date.

319. Professional leave is leave in relation to professional work, as described in the definitions section of these TCS. Job interviews for NHS, public health, academic, NHS commissioned community health and hospice appointments should be considered professional leave, with time off accommodated appropriately and a resident should not be required to take annual or study leave to attend such interviews. Residents should provide rota coordinators with as much notice as possible to effectively plan the roster.

## Sickness absence

320. A resident who is incapable of doing their normal work because of illness shall immediately notify their employer/host in accordance with the employer/host's procedures. A self-certificate will cover days one to seven of the period of sickness (including any non-working days). The resident must obtain a medical certificate for subsequent days.

321. There is no requirement for a resident to compensate the employer/host, in time or pay, for any scheduled duties they were unable to perform due to sickness

322. A resident who becomes ill whilst on annual leave, shall immediately notify their employer/host in accordance with the employer/host's procedures on the first day of sickness. Further annual leave will be suspended from the date of notification subject to provision of a medical certificate.

323. Residents are required to notify their employer/host as soon as possible of any illness, disease or condition that prevents them from undertaking their duties.

324. Where the employer/host considers at any time that a resident is unable to perform some or all of their duties as a consequence of illness, the employer/host can require the resident to attend an examination by the organisation's occupational health services, in accordance with local procedures.

325. A resident absent from duty owing to illness (including injury or other disability) shall, subject to the provisions of paragraphs 322-332 below, be entitled to receive an allowance in accordance with the following table

**Table 2 - Scale of allowances**

| | |
|---|---|
| During the first year of service | One month's full pay and two months' half pay |
| During the second year of service | Two months' full pay and two months' half pay |
| During the third year of service | Four months' full pay and four months' half pay |
| During the fourth and fifth years of service | Five months' full pay and five months' half pay |
| After completing five years of service | Six months' full pay and six months' half pay |

326. The allowances set out in table 2 above are in line with those for all staff in the NHS, as set out in the NHS Terms and Conditions of Service Handbook, and will be amended where any such amendment is agreed by the NHS Staff Council and must also be agreed by Medical and Dental Business group.

327. For residents on these TCS the definition of full pay will include regularly paid enhancements, allowances and premia. Sick pay is calculated on the basis of what the individual would have received had they been at work. This would be based on the previous three months at work. Employers/host organisations can use virtual rotas showing what hours the employee would have worked in a reference period had he or she been at work.

328. Employers/hosts will have discretion to extend the period of sick pay on full or half pay beyond the scale set out in Table 2 above in exceptional circumstances and in line with local employer/host policies:

a. where there is the expectation of return to work in the short term and an extension would materially support a return and/or assist recovery, particular consideration should be given to those staff without full sick pay entitlements.
b. in any other circumstance that the employer/host deems reasonable.

329. During the phased return period, employers/hosts should make the appropriate adjustments to allow the resident to return to work. This may include working reduced hours, undertaking training or administrative activities without loss of pay. Any such arrangements need to be consistent with statutory sick pay rules and in line with the NHS Wales Managing Attendance At Work Policy (or successor policy which is agreed via MDBG).

330. Residents who are unable to take their statutory annual leave (i.e. the leave to which they are entitled under the Working Time Regulations) in any leave year due to sickness absence will be permitted to carry over that leave to a subsequent leave year where employment is continuous.

331. Any carried-over leave must be taken within 18 months of the end of the leave year in which it accrues. Where the resident changes employer/host before taking this entitlement, the outstanding balance will be compensated through pay. The content of this paragraph does not apply to any leave granted under these TCS which exceeds the resident's statutory entitlement under the Regulations, which will lapse if it is not taken in the leave year in which it accrues.

332. The period during which sick pay should be paid and the rate of sick pay for any period of absence is calculated by deducting from the resident's entitlement on the first day of sickness the aggregate periods of paid sickness absence during the 12 months immediately preceding that day. In aggregating periods of absence due to illness no account shall be taken of:

a. unpaid sick absence
b. injuries, diseases, or other health conditions sustained or contracted in the discharge of the resident's duties of employment, as defined in Section 22 of the NHS Terms and Conditions of Service Handbook
c. injury resulting from a crime of violence, not sustained on duty but connected with or arising from the resident's employment, where the injury has been the subject of payment by the Criminal Injuries Compensation Authority (England, Wales and Scotland) and/or the Compensation Agency (Northern Ireland)
d. as above, but an injury which has not attracted payment of an award as it has not met the loss of earnings criteria or was not one for which compensation above the minimum would arise.

333. The employer/host may, at its discretion, take no account of the whole or any part of the period of absence due to injury (not on duty) resulting from a crime of violence, not arising from or connected with the resident's employment or profession.

334. For the purpose of calculating the appropriate allowance of paid sickness absence under paragraph 329, previous qualifying service shall be determined in accordance with the resident's statutory rights and all periods of service, (without any break of 12 months or more, subject to paragraph 331 below), with a National Health Service employer/host shall be

aggregated. Previous service with a non-NHS employer where placement is required should be included when calculating the allowance.

335. Where a resident has broken their regular service for one of the following reasons:
   a. in order to go overseas in a rotational appointment forming part of a residents recognised training programme; or
   b. for an approved period of time out of programme for clinical training (OOPT), clinical experience (OOPE) or research (OOPR);
   c. then the resident's previous NHS or approved service, as set out in paragraph 330 above, shall be taken fully into account in assessing entitlement to sickness absence allowance, provided that the employer/host considers that there has been no unreasonable delay between the training or OOP ending and the commencement of the subsequent NHS post.

336. For the purpose of sickness absence allowances, a resident's previous contracted NHS locum service shall be recognised, subject to a minimum of three months' continuous NHS locum service.

## Limitation of allowance when insurance or other benefits are payable

337. The sickness absence allowance paid to a resident when added to any statutory sick pay, injuries or compensation benefits, including any allowances for adult or child dependants, must not exceed the pay the resident would have received had they been at work.

## Recovering of damages from third party

338. A resident who is absent as a result of an accident is not entitled to sick pay if damages are received from a third party. Employer/hosts will advance to the resident a sum not exceeding the amount of sick pay payable under this scheme, providing the resident repays the full amount of sickness allowance to the employer/host, when damages are received. Once received the absence shall not be taken into account for the purposes of the scale set out in table 2 in this Schedule.

## Accident due to sport or negligence

339. An allowance shall not normally be paid in a case of accident due to active participation in sport as a profession, or where contributory negligence is proved.

## Injury sustained on duty

340. An absence due to injury sustained by a resident in the actual discharge of their duty, for which the resident was not liable, shall not be recorded for the purposes of aggregation against future sickness absence.

341. The injury allowance provisions will apply as set out in Section 22 of the NHS Terms and Conditions of Service Handbook 21 and should be read alongside the accompanying guidance issued by NHS Employers.

## Termination of employment

342. The sickness absence provisions of these TCS shall cease to apply to a resident on the termination of employment by reasons of permanent ill health or infirmity of mind or body, of resignation, of age, or any other reason, provided that, where a resident is in receipt of sickness absence allowance at the time of expiry of a contract, that allowance shall be paid during the resident's illness, subject as a maximum to the resident's entitlement to allowances under the provisions of table 2 in this Schedule.

## Forfeiture of rights

343. If it is reported to the employer/host that a resident has failed to observe the conditions of Schedule 10 or has been guilty of conduct prejudicial to the resident's recovery, and the employer/host is satisfied that there is substance in the report, the payment of the allowance shall be suspended until the employer/host has made a decision regarding the continued payment of the allowance. Before making a decision, the employer/host must give the resident an opportunity of responding to the report. If the employer/host decides that the resident has failed without reasonable excuse to observe the conditions of this Schedule or has been guilty of conduct prejudicial to the resident's recovery, then the resident shall forfeit the right to any further payment of allowance in respect of that sickness or period of absence.

## Special leave with or without pay

344. Special leave may be granted in exceptional circumstances, on a short-term basis at the discretion of the employer/host. All requests for special leave will be considered by the employer/host in line with statutory requirements and local policy.

## Parental leave

345. General provisions can be found in Schedule 14 – Sections of the NHS Terms and Conditions of Service Handbook applicable to residents.

# Schedule 09
# Termination of employment

## General

346. Unless stated otherwise, a resident employed under these terms and conditions of service is employed on a fixed-term basis and the contract will terminate at the end of the fixed term without the need for further notice from either party. Upon termination of the contract in these circumstances the resident is immediately entitled to receive the benefit of a period of grace set out in these TCS.

347. The contract of employment can be brought to an end prior to the expiry of the fixed-term arrangements. In such circumstances, either the resident or the employer must give notice in writing, except where the provisions of paragraph 356 apply.

## Statutory notice periods

348. The employer shall give, as the minimum period of notice to terminate the employment of a resident who has been continuously employed for at least four weeks (unless the period specified in paragraph 348 below is longer):

a. one week's notice if the period of continuous employment is less than two years; or

b. one week's notice for each year of continuous employment if the period of continuous employment is at least two but less than 12 years; or

c. 12 weeks' notice if the period of continuous employment is 12 years or more.

349. The minimum period of notice to be given to the employer by a resident who has been continuously employed for at least four weeks, shall be one week (unless the period specified in paragraph 348 below is longer). The period of continuous employment shall be computed in accordance with the Employment Rights Act 1996, as amended from time to time.

## Contractual notice periods

350. The agreed minimum period of notice by both sides for residents employed under these terms and conditions of service, unless the statutory minimum periods of notice as set out above, are longer, shall be as follows:

**Table 3 - Contractual Notice Periods**

| | |
|---|---|
| F1<br>F2<br>StR (Core training) (CT) | One month |

| | |
|---|---|
| StR (Fixed term Specialty Training Appointment)<br>Dental Core Trainee (DCT) | |
| StR (Run-through)<br>StR (Higher Specialty Training)<br>GP Specialty Registrar<br>SpR | Three months |

## Application of notice

351. Shorter or longer notice periods can apply where agreed between both parties in writing and signed by both.

## Residents rotating from one NHS employer to join another

352. Where a resident terminates employment immediately before a weekend and/or a public holiday and takes up a new salaried post with another NHS employer immediately after that weekend and/or that public holiday, payment for the intervening day or days, i.e. the Saturday (in the case of a five-day working week) and/or the Sunday and/or the public holiday, shall be made by the first employer.

## Termination of employment

353. Whilst it is accepted that the majority of residents employed within the NHS do their best to achieve high standards of behaviour and practice, on occasion a resident may fail to meet the standards required, and in some circumstances, this may lead to termination of employment.

354. The process for dealing with matters of conduct, competence, capability or performance is detailed in Upholding Professional Standards in Wales (UPSW).

## Grounds for termination of employment

355. A resident's employment may be terminated for the following reasons:

a. Conduct.
b. Capability (including as defined by HEIW in UPSW).
c. Redundancy.
d. In order to comply with a statute or other statutory regulation.
e. Failure to hold or maintain a requisite qualification, registration, place on a General Medical Council approved training programme and/or license to practise.
f. Where there is some other substantial reason to do so in a particular case.

356. Should the application of any of the above procedures result in the decision to terminate a resident's contract of employment, the resident will be entitled to invoke a locally recognised appeals process, as set out in the relevant

policies of the employing organisation. UPSW must be followed for matters described in paragraph 353 above.

357. In cases where employment is terminated, a resident may be required to work the notice period, or if the employer considers it more appropriate, the resident may be paid in lieu of notice or paid through the notice period but not be required to attend work. Such arrangements are at the sole discretion of the employer.

358. Employment can be terminated without notice in cases of gross misconduct, gross negligence, where a resident's professional registration and/or license to practice has been removed or has lapsed (without good reason) or a resident's removal from a GMC- approved training programme. The postgraduate dean will be informed immediately by the employer when this circumstance arises. In this circumstance the resident will be entitled to invoke the locally recognised appeals process, as set out in the relevant policies of the employing organisation. This process must be in line with ACAS guidance. UPSW must be followed for matters described in paragraph 353 above.

# Schedule 10
# Expenses

## General

359. Expenses relating to travel, subsistence and other business expenses shall be paid to meet actual disbursements of residents in the performance of their duties and shall not be regarded as a source of pay or reckoned as such for the purposes of pension.

360. Claims for expenses shall normally be submitted within one month and as soon as possible after the end of the period to which the claim relates, subject to local procedures.

361. The following terms are used throughout the provisions set out in this Schedule:

    a. ‘Work base’ means the place of work from which the resident conducts their main duties. Where a resident has a joint contract with more than one employer, the term ‘work base’ means the place from which the resident conducts their main duties within that joint contract, irrespective of employer.

    b. ‘Official journey’ means a journey in the performance of a resident’s duties.

362. Costs incurred by residents shall be reimbursed when, with the agreement of their employer, they use their own vehicles or pedal cycles to make official journeys.

363. When residents use their vehicles for official journeys, they must possess a valid driving licence, Ministry of Transport (MOT) test certificate, vehicle tax and motor insurance that covers business travel. It is the resident's responsibility to cover the costs of such licences, certificates and insurance. Residents must be fit to drive, drive safely and obey the relevant laws e.g. speed limits. The resident must inform the employer if there is a change in their fitness to drive status.

364. When authorising the use of a vehicle, the employer must ensure that the driver has a valid driving licence and MOT certificate, vehicle tax and has motor insurance that covers business travel.

365. The employer and resident will agree the most suitable means of transport for the routine journeys that the resident has to make in the performance of their duties. If a particular journey is unusual, in terms of distance or

purpose, the mode of travel and expenses payable will be agreed between the employer and resident before it starts.

366. Where the use of a vehicle is essential to the job, the employer may wish to assist by providing a lease or pool vehicle. In exceptional circumstances the employer may provide an advance of basic pay. Principles underpinning lease vehicle policies are provided by NWSSP.

367. The reimbursement of excess travel costs when residents are required to change their principal place of work as a result of organisational change is set out in the Organisational Change Policy[6].

## Rates of reimbursement

368. For residents who use their own vehicles or pedal cycles to make official journeys, their travel costs shall be reimbursed at the appropriate rates.

369. The rates of reimbursement are set out in Section 17 (Wales) NHS Terms and Conditions - Reimbursement of Travel Costs.

370. Residents who use their vehicles to make journeys in the performance of their duties e.g. to provide care in the patient's home, will be reimbursed their motoring costs at the appropriate rates shown in Table 4. These rates of reimbursement apply to journeys undertaken on and after 1 April 2026.

**Table 4: Rates of reimbursement from 1 April 2026**

| Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---|---|
| Type of vehicle/allowance | Annual mileage up to 10,000 miles (standard rate) | Annual mileage over 10,000 miles (standard rate) | All eligible miles travelled |
| Car (all types of fuel) | 55 pence per mile | 25 pence per mile | |
| Motorcycle | | | 24 pence per mile |
| Bicycle | | | 20 pence per mile |
| Passenger allowance | | | 5 pence per mile |
| Reserve rate (see below) | | | 28 pence per mile |

[6] N.B. where the criteria is met, this provision does not prevent the doctor from applying under the NHS Wales Relocation Reimbursement Policy which is a separate policy that outlines the financial support available to resident doctors and dentists should they have to relocate or travel to a geographically more distant training location.

| | | | |
|---|---|---|---|
| Carrying heavy or bulky equipment (see below) | | | 3 pence per mile |

371. The rates of reimbursement in Table 4, columns 2 and 3 and the rate of reimbursement for motorcycles in column 4 will apply from 1 April 2026 and are those set out by HMRC as approved mileage allowance payments (AMAP rates). These rates of reimbursement will be adjusted in accordance with the published AMAP rate. The rates will apply to all journeys undertaken on and after 1 August 2026.

372. The reserve rate in column 4 will move in line with any changes agreed by an NHS Staff Council review, Welsh Partnership Forum and Medical and Dental Business Group, currently 50% of the rounded rate for car reimbursement.

## Review

373. In accordance with the NHS Wales agreement reached in January 2015, any changes to the AMAP rate will be automatically applied to the standard rate of reimbursement and the rate for motorcycle users.

## Eligible mileage

374. Employees will be reimbursed for miles travelled in the performance of their duties which are in excess of the home to agreed work base return journey. Normally, the miles eligible for reimbursement are those travelled from the agreed work base and back. However, when the journey being reimbursed starts at a location other than the agreed work base, for example home (where home is not the agreed work base), the mileage eligible for reimbursement will be as set out in the example in Table 5.

## Passenger rate

375. With the exception of lease, pool or hire vehicle users, where other employees or members of an NHS organisation are conveyed in the same vehicle on NHS business and their fares would otherwise be payable by the employer, the passenger allowance in Table 4 will be payable to the vehicle driver.

## Reserve rate of reimbursement

376. A reserve rate of reimbursement, as in Table 4 column 4, will apply to Residents using their own vehicles for business purposes in the following situations:

a. If a resident is working in a GP practice setting and is required to use their own vehicle on the expectation that home visits may be required

to be undertaken. The reserve rate will be paid for the mileage of their return journey from home to work base, and any associated allowances as described in paragraph 385 below.

i. The days on which a resident may be expected to perform home visits should be specified within their generic job plan, or an alternative document providing advance notification that home visits may be required. Further specificity, as required, around when a resident is expected to perform home visits should be added to the personalised job plan when the resident agrees it with their educational supervisor.

ii. When submitting claims for home to work base mileage, in line with local processes for claiming expenses, a resident must either:
   - attach their job plan to the claim form, or any alternative written advance notice they have been provided by their practice, which specifies the days on which they are expected perform a home visit. or
   - obtain validation from a GP practice staff member that that they had been advised they would need their own vehicle available due to the potential requirement to perform a home visit that day, when claiming home to work base mileage for a day not specified in their job plan, or any alternative written advance notice the resident has been received from their practice.

iii. where no detail has been provided within the resident's generic and personalised job plans, or any alternative written advance notice, then the resident must submit a claim for all the days on which they took their vehicle into work due to the possibility of being required to perform a home visit. This claim must be validated by the practice manager or a member of staff who is authorised to validate claims from the GP Practice.

iv. The resident is eligible to claim mileage at the standard rate for any journeys from their principal place of work to the location of any home visit(s).

b. if a Resident unreasonably declines the employers' offer of a lease vehicle.

i. In determining reasonableness, the employer/host and Resident should seek to reach a joint agreement as to whether a lease vehicle is appropriate and the timeframe by which the new arrangements will apply. All the relevant circumstances of the Resident and employer/host will be considered including a

Resident's personal need for a particular type of car and the employer/hosts' need to provide a cost-effective option for business travel.

ii. If the resident's circumstances subsequently change the original decision will be reviewed. The agreed principles underlying local lease vehicle policies are contained in the NHS Terms and Conditions of Service Handbook at Annex 13;

c. when Residents are required to return to work additional hours (overtime) in line with Schedule 03 on any day and incur additional travel to work expenses on that day. This provision will apply if the Resident chooses to be paid for the extra hours or takes time off in lieu;

e. when a claim for excess mileage is made in situations where there is a compulsory change of base, either permanent or temporary, resulting in extra daily travelling expenses. The period of payment will be for local partnerships to determine, subject to a maximum period of 4 years from the date of transfer. (For those Residents using public transport see paragraph 384);

f. if a Resident uses his or her own vehicle when suitable public transport is available and appropriate in the circumstances, subject to a maximum of the public transport cost which would have been incurred (see paragraph 365) and the rules on eligible miles in paragraph 374 and Table 5.

g. in line with the situation noted above, where an individual chooses to use either a Pedal Cycle or a Motorcycle when eligible for the Reserve rate, then the rate of reimbursement will be the Pedal Cycle or Motorcycle rate as set out in Table 4 Column 4.

**Table 5: Eligible mileage: illustrative example**

*In this example the distance from the Resident's home to the agreed base is 15 miles*

| | **Distance** | **Eligible miles** |
|---|---|---|
| **Journey (outward)** | | |
| **Home to base** | 15 miles | None |
| **Home to first call** | Less than 15 miles | Eligible mileage starts after 15 miles have been travelled |
| **Home to first call** | More than 15 miles | Eligible mileage starts from home, less 15 miles |
| **Journey (return)** | | |
| **Last call to base** | All | Eligible mileage ends at base |
| **Base to home** | 15 miles | None |

| | | |
|---|---|---|
| **Last call to home** | Less than 15 miles | Eligible mileage ends 15 miles from home |
| **Last call to home** | More than 15 miles | Eligible mileage ends 15 miles from home |

## Attendance on training courses

377. Additional travel costs incurred when attending courses, conferences or events at the employer's instigation will be reimbursed at the standard rates in Table 4 when the employer agrees that travel costs should be reimbursed.

378. Subject to the prior agreement of the employer, travel costs incurred when staff attend training courses or conferences and events, in circumstances when the attendance is not required by the employer, will be reimbursed at the reserve rate in Table 4, in line with the rules on eligible mileage in paragraph 376 and Table 5.

## "Out of pocket" expenses in respect of business travel

379. This paragraph applies to Residents for whom regular travel in a motor vehicle is an essential part of their duties. During a period when the employee's vehicle is temporarily "off the road" for repairs, "out of pocket" expenses in respect of business travel by other appropriate forms of transport, should be borne by the employer. Reimbursement of these expenses will be subject to the rule on eligible mileage in paragraph 374 and Table 5.

## Other allowances

380. Residents who necessarily incur charges in the performance of their duties, in relation to parking, garage costs, tolls and ferries shall be refunded these expenses on production of receipts, whenever these are available. Charges for overnight garaging or parking, however, shall not be reimbursed unless the employee is entitled to night subsistence. This does not include reimbursement of parking charges incurred as a result of attendance at the employee's normal place of work.

## Transporting equipment

381. Residents who use their vehicles in the performance of their duties may be required to take equipment with them. Employers have a duty of care under the Health and Safety at Work Act 1974 and related legislation, to ensure that this does not cause a risk to the health and safety of the employee. Residents should not be allowed to carry equipment, which is heavy or bulky, unless a risk assessment has been carried out beforehand. When, after the necessary assessment has demonstrated it is safe to carry equipment, an allowance (see Table 4) shall be paid for all eligible miles

(see paragraph 376 and Table 5) for which the equipment is carried, provided that either:

a. the equipment exceeds a weight which could reasonably be carried by hand; or
b. the equipment cannot be carried in the boot of the vehicle and is so bulky as to reduce the seating capacity of the vehicle.

## Pedal cyclists

382. Residents who use pedal cycles to make journeys in the performance of their duties will be reimbursed for eligible miles travelled at the rate in Table 4 (see paragraph 376 and Table 5 for eligible miles).

## Public transport

383. If an employee uses public transport for business purposes, the cost of bus fares and standard rail fares should be reimbursed.

384. Where there is a compulsory change of base, either permanent or temporary, resulting in extra public transport costs for the Resident, these extra costs will be reimbursed, subject to a maximum period of four years from the date of transfer or are entitled to receive two years' excess mileage paid as a lump sum. (For those Residents using their own vehicles for business purposes and incurring additional costs see paragraph 379).

## Study leave expenses

385. Residents may be entitled to reimbursement of reasonable study leave expenses, in accordance with the NHS Wales Study Leave Policy, which must meet the minimum standards for provision set out in the Employment Management Agreement (or any successor document) between NWSSP and HEIW/Host organisations.

386. This shall apply equally to residents taking study leave during or accrued while on parental leave as per Schedule 08 paragraph 341.

## Relocation expenses

387. Residents and dentists in a training programme should refer to the NHS Wales Relocation Reimbursement Policy which outlines the financial support available to them should they have to relocate or travel to a geographically more distant training location.

388. The reimbursement of excess travel costs when residents are required to change their base as a result of organisational change is set out in the Organisational Change Policy.

389. Additionally, assistance with relocation expenses, including removal or excess mileage, shall be provided to residents who:

i. need to move their home or incur extra daily travel expenses as a result of being required by their employer to transfer work base.

390. Except where another body (such as HEIW via the NHS Wales Relocation Reimbursement Policy for Residents Doctors and Dentists) has responsibility for providing the assistance, the employer and the resident can agree either:

a. assistance with removal expenses

b. assistance with temporary accommodation and/or excess travel expenses where the resident travels daily the greater distance between their home and second or subsequent principal hospitals.

## Removal expenses

391. Except where another body (such as HEIW via the NHS Wales Relocation Reimbursement Policy for Residents Doctors and Dentists) provides the assistance, the scope and level of financial assistance to be provided should be determined by the employer, in agreement with the prospective resident, prior to the post being accepted. In agreeing the assistance to be provided, the employer shall have regard to all the individual resident's circumstances, including the need to re-house dependants and the comparability of new and previous accommodation.

392. The employer shall clearly indicate to the resident the level of assistance that will be provided, the aspects of removal costs that will be reimbursed and, where applicable, the upper limit of payment in all usual circumstances. In providing assistance, authorities should ensure equity, while balancing their own interests with the needs of prospective employees.

393. The employer shall stipulate in the agreement reached with the resident the procedure to be followed and the costs that will be reimbursed in circumstances where an authority has entered into an agreement with solicitors or others to provide house purchase/conveyancing services, private structural surveys, estate agency services and/or a removal service at preferential cost.

## Excess travel expenses

394. As outlined in paragraph 384 above, excess mileage may be paid instead of relocation expenses where appropriate and this should be agreed by the employer and the resident prior to any change being made.

395. Excess mileage is deemed to be the difference, for each single journey, between the distance from the resident's home to base location and the

distance from their home to any second or subsequent work base. Excess mileage may be payable at the first appointment to a work base under the circumstances described in paragraph 389.

## Subsistence allowances

396. The purpose of travel and subsistence allowances is to reimburse the necessary extra costs of meals, accommodation and travel and any other business expenses that arise as a result of official duties away from home (or principal hospital).

397. Where, locally, staff and employer representatives agree arrangements that are more appropriate to local operational circumstances, or which provide benefits to staff beyond those provided by these provisions, or are agreed as operationally preferable, those local arrangements will apply.

## Night allowances

398. When residents stay overnight in commercial accommodation with the agreement of the employer, the actual receipted cost up to the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook shall be paid.

399. Where the maximum limit is exceeded for genuine business reasons (e.g. the choice of hotel was not within the employee's control or cheaper hotels were fully booked), additional assistance may be granted at the discretion of the employer.

400. Regardless of accommodation type, residents staying overnight with the agreement of their employer shall be reimbursed for the cost of meals, excluding alcoholic drinks, up to the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook, subject to the production of receipts. If meals are provided free of charge, the cost of meals cannot be reimbursed. Additional assistance may be granted at the discretion of the employer.

401. Where residents stay for short overnight periods with friends or relatives a flat rate at the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook is payable. This includes an allowance for meals. No receipts are required.

402. Where accommodation and meals are provided without charge to residents e.g. on a residential training course, an incidental expenses allowance at the level set out in Annex 14 of the NHS Terms and Conditions of Service Handbook shall be payable. All payments of this allowance are subject to the deduction of appropriate tax and national insurance contributions via the payroll system.

403. Travel costs between the hotel and any temporary place of work shall be separately reimbursed on an actual cost basis.

404. The cost of a sleeping berth (rail or boat) and meals, excluding alcoholic drinks, shall be reimbursed subject to the production of receipts.

## Other business subsistence

405. Any expenditure necessarily incurred by residents on postage or telephone calls in the service of their employer shall be reimbursed subject to evidence of expenditure.

# Schedule 11
# Facilities

## Principles

406. The principles enshrined in this contract have been developed to ensure both patient safety and the safety of the resident.

407. The employer and host organisation must at a minimum provide workplace and rest facilities for residents in line with those set out in the NHS Wales Fatigue and Facilities Charter[7] and the NHS Wales Standards for Hospital Residential Accommodation and Associated Support as amended from time to time. This therefore becomes a contractual requirement.

408. This schedule outlines the type of facilities that must be made available for residents who are required to work during the overnight period.

## Access to food and drink

409. Where residents are required to work during the overnight period, they must be able to access both hot and cold food and drink.

410. Outside of the period when restaurant facilities are open, there must be a range of foods available for purchase from vending machines or via other means, as applicable locally. Employers must make reasonable efforts to cater for various dietary requirements.

411. Where catering facilities are limited, organisations must identify alternative local establishments that can provide food during the night or provide facilities for the storage and preparation of food and drink brought in by the resident.

## Access to rest facilities

412. Residents who are rostered to work a night shift must have access to a space in which to take a meal and other rest breaks. This should ideally be provided in an area away from patients, where possible.

413. Where a resident advises the employer that the resident feels unable to travel home following shifts such as night, long, late or NROC due to tiredness, the employer must where possible provide an appropriate rest facility where the resident can sleep/rest, without charge. The hours when the resident is resting in the hospital under these circumstances will not count as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must cover the cost of alternative arrangements for the resident's safe travel home e.g. a taxi. Where necessary, the employer must also cover reasonable expenses as determined through locally agreed policies for the

[7] bma-wales-fatigue-and-facilities-charter-september-2024.pdf

resident's return journey to work, either to begin the next shift or, where the resident has left their personal vehicle at work, to collect the vehicle.

414. Where a resident is rostered to work on a non-resident on-call working pattern and must maintain a safe response time for the management of time critical conditions and emergencies or where the resident deems it appropriate e.g. for their own welfare, the employer shall provide the resident with accommodation during the on-call duty period without charge. Where the provision of accommodation is not possible, the employer must make sure that arrangements are in place to provide and cover the cost of alternative accommodation and any travel costs that arise.

415. Where a resident is required to work overnight on a resident on-call working pattern, the resident shall be provided with overnight accommodation to sleep/rest for the resident on-call duty period without charge

416. The employer must provide sufficient and reasonably accessible parking which has well-lit, safe and timely routes to and from the hospital/site for staff expected to travel after dark. Safety assessments should be undertaken to ensure that car parking provision meets the needs of staff working shifts, on-call and at night.

# Schedule 12
# Sections of the NHS handbook

## Sections of the NHS terms and conditions of service handbook applicable to Resident Doctors and Dentists 2026

417. The following sections of the NHS Terms and Conditions of Service Handbook apply to residents employed under these TCS:

- Section 15 Leave and pay for new parents
- Section 16 Redundancy pay (Scotland, Wales and Northern Ireland)
- Section 17 Reimbursement of Travel Costs (Wales)
- Section 18 Subsistence allowance
- Section 22 Injury allowance
- Section 23 Child bereavement leave
- Section 25 Time off and facilities for trade union representatives. This should be read in conjunction with All-Wales Recognition Agreement.
- 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.

418. 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 residents, including but not limited to caring responsibilities and the working patterns of partners and dependents.

b. Employers will take into account any guidance and/or All-Wales policies issued by NHS Employers agreed through national collective bargaining arrangements e.g. Medical and Dental Business Group (MDBG).

# Schedule 13
# Transitional arrangements

## Transition timetable

419. Due to the extent of change required in the short period of time between acceptance and approval of the revised Terms and Conditions of Service (TCS), it will not be feasible to onboard all resident doctors and dentists on a single day and therefore the following transitional arrangements will apply.

420. As set out in the Framework agreement for reform to the terms and conditions of service for resident doctors and dentists in Wales, in August 2026, residents commencing the foundation programme and residents in specialty training programmes whose rotas do not attract bandings in the 2002 contract will be placed under the new terms and conditions. From August 2026, new starters in other training programmes will also begin such employment under the new terms and conditions.

421. From this point onwards, the 2002 contract will be closed to new entrants. However, its pay levels will continue to be uplifted each year as part of the annual pay review process until such time as it is no longer in use

422. By August 2027, all residents training in the foundation programme and all new starters in specialty and core training will have been appointed on the new TCS. At this point, all remaining residents already employed in core training prior to August 2026 will also be transferred to the new TCS.

423. Residents already employed in speciality training prior to August 2026 will have the option of transfer to the new contract from this point. Where all residents on a rota agree to transfer to the new TCS, they will be prioritised over individuals within rotas where not all residents wish to transfer. This will be managed locally.

424. In August 2028, with the exception of those within 12 months of CCT, all remaining specialty registrars will be transferred to the new contract. Further criteria for exceptional consideration will be developed in partnership as part of implementation.

**Table 6: Transition to 2026 Resident Doctors and Dentists TCS**

| | |
|---|---|
| August 2026 | 2002 contract closed to new starters |
| | New appointments at all levels on these Terms and Conditions |
| | Existing medical residents at foundation level transfer |
| | Residents in unbanded rotas (see below) transfer |

| | |
|---|---|
| September 2026 | Dental core residents' year 1 |
| | Paediatrics – foundation and all new appointments at all levels |
| | |
| August 2027 | Remaining residents within core training level transfer |
| | Transition opens to residents in higher training level |
| September 2027 | Remaining Dental residents within core training level |
| | Remaining Paediatric residents within core training level |
| | |
| August 2028 | All remaining residents (excluding dental and paediatric residents) with more than 12 months to CCT or for residents meeting exception criteria transfer |
| September 2028 | All remaining dental or paediatric residents with more than 12 months to CCT or for residents meeting exception criteria transfer |

425. Specialties that contain unbanded rotas are as follows (*this list is not exhaustive*). As they will see the most benefit from the increase in basic pay, their transfer is being prioritised above other specialty training programmes.

**Table 7: Unbanded Rotas to Transition to 2026 TCS from August 2026**

| | |
|---|---|
| Restorative Dentistry | Special Care Dentistry |
| Paediatric Dentistry | Pharmaceutical Medicine |
| Public Health medicine | Rheumatology |
| Histopathology | Orthodontics |
| Clinical genetics | Audio Vestibular Medicine |
| Immunology | Clinical Neurophysiology |
| Oral Medicine | Rehabilitation |
| Genito-Urinary Medicine | Sexual and Reproductive Health |

There may be certain circumstances in other specialties, where provided all residents are in agreement and this is agreed by the host organisations that their transfer can be prioritised from August 2026.

# Locally Employed Doctors

426. Locally employed doctors should be transferred to the new contract alongside their equivalent training groups. However, employers/hosts may prioritise residents in formal training programmes over locally employed doctors on a temporary basis where justified.

427. All locally employed doctors in scope must be transferred to the new contract by August 2028, and no new locally employed doctor should be employed on terms mirroring the 2002 TCS from 1st August 2026 onwards.

## Rota Review, Design, Banding and Monitoring

428. In order to ensure compliance with the safety provisions being introduced as part of the reformed contract, rota redesign is expected to be extensive, and organisations may take some time to arrive at solutions around the changes required to rotas, particularly in more tightly resourced specialties.

429. All rotas must be redesigned to be compliant with the working hours limits prior to implementation of the new contract.

430. Following the redesign of the rota, the banding will be assessed as set out in the 2002 TCS. This banding will be used to determine the level of transitional pay protection required (if any) upon transfer to the new contract. Residents who remain on the 2002 TCS but where the rota is re-banded down will have their pay protected in line with the provisions set out in the 2002 TCS. This re-banding protection will be used for the purposes of transitional pay protection.

431. To ensure organisations have the capacity to undertake this work in time for the implementation of the new Terms and Conditions, systematic rota monitoring will cease. Residents wishing to submit a request for monitoring will still be able to do so in line with their contractual right.

## Code of Practice: Provision of Information for Postgraduate Medical Training

432. Development and agreement of a code of practice for NHS Wales is part of the agreement reached. The Code of Practice will be in place prior to commencement of the new TCS.

433. This Code requires Health Education and Improvement Wales (HEIW) to provide programme allocation information to applicants 12 weeks prior to training post commencement, and to supply applicant information to employing organisations (NWSSP) upon acceptance of training programme offers, also 12 weeks in advance of the start date.

434. All parties recognise that these deadlines must be met, albeit, this may not be feasible during the initial implementation period. BMA Cymru Wales has therefore agreed to relax the deadline requirements of the Code of Practice as set out in paragraph 429 below. This relaxation of deadlines applies to the requirement to provide the generic job plan 8 weeks prior to commencement of placement, and the duty roster 6 weeks prior to commencement of placement. As a result, the Guardian will not levy the fines set out in Schedule 05 relating to the late provision of generic job plans and duty rosters.

435. For posts which commence on or after 1 February 2027, the employer/host organisation must adhere to these deadlines, and the Guardian will have the authority to levy fines for missed deadlines as set out in Schedule 05.

436. Please note that the relaxation of fines set out in paragraphs 428 and 29 does not apply to breaches that attract a financial penalty outlined in Schedule 05.

## Methodology for the disbursement of fines levied by the Guardian

437. A methodology for the disbursement of fines levied by the Guardian will be developed in partnership and subject to MDBG approval.

438. In light of the timescales for implementation and subsequent additional adjustment or recruitment that may be required in order to ensure all safe working rules are met, Guardians will be able to agree to a temporary derogation in relation to fines relating to safe working and job plan exception reports on a rota specific basis aligned to the length of the first rotation during the implementation period, subject to the following measures being in place:

a. The department must specify, in writing, the safe working rule(s) they believe is at risk, why and the measures being taken to resolve the risk, including confirmation of engagement with the residents impacted where possible.
b. In exceptional circumstances, where such a risk cannot be resolved or mitigated, the department must meet with the Guardian. The Guardian will then liaise with the RDF (with an LNC representative present) and with the Lead Guardian and Network for views on whether a derogation can be granted in relation to fines for breaching a contractual safe working rule(s).
c. The department will have an obligation throughout to ensure it consults with affected residents.
d. A derogation can only be granted where there is written approval from the Guardian and RDF (with a resident LNC representative present).
e. Once approved, the Guardian must report the agreement to the LNC and affected residents.
f. The Guardian will include in the report to the Lead Guardian, Network and Board.
g. As this is a temporary and exceptional measure, the derogation must be reviewed before the rota cycle ends and must not be rolled into a new rota cycle.

439. This temporary derogation process has been agreed for the first 6 months of implementation. For posts, placements and rotations which commence on or after 1 February 2027 derogations will not be granted.

440. For clarity, this agreement does not include the penalty rates paid to Residents for breaches of the safe working rules set out in paragraph 219 and does not include fines for breaches of the 48-hour working week limit. Penalty rates paid directly to residents cannot be derogated and must be paid to the resident in the event of a breach of the safe working rules.

441. To provide additional assurance, the following steps will be taken:
   a. Employer/hosts will confirm that all steps are being taken to address any gaps created as a direct result of the safe working rules
   b. This, together with a commitment to honour the contractual requirements of other staff e.g. SAS Doctors in any review or reorganisation of rotas by following and adhering to the contractual job planning process will be communicated by Employing or hosting organisation.
   c. The Lead Guardian will co-ordinate the production of a report setting out related additional rota gaps to inform the Task and Finish Groups for Training Bottlenecks and Locally Employed Doctors respectively.

442. Breaches of the 48-hour working week limit are excluded from this agreement and cannot be derogated.

## Residents remaining on the 2002 TCS

443. For residents remaining on the 2002 TCS, Welsh Government pay awards will continue to be applied to the 2002 TCS pay scale alongside those on new TCS.

444. Residents remaining on the 2002 TCS will continue to receive incremental pay progression in line with the terms set out in the 2002 TCS.

## Transitional Pay Protection

445. The new contractual arrangements shall include an initial period of pay protection for some existing residents.

446. This Transitional Pay Protection will take the form of cash-floor pay protection. It is intended to protect residents from any immediate drop in pay as a result of changes in the way different working intensities are valued under the new contract.

447. Transitional Pay Protection will be based upon the resident's salary, including banding (or pay protection from re-banding) on the 2002 TCS the day prior to transfer. It will last until their pay under the new contract surpasses it. This will also apply to residents currently paid on the registrar pay scale who may not fulfil the requirements for higher pay progression to pay point 3 and beyond.

448. Transitional pay protection arrangements will apply to:

a. Residents who were in NHS employment on the day prior to transfer to the 2026 TCS as part of approved postgraduate training programmes under the auspices of:
   i. Health Education and Improvement Wales
   ii. Health Education England
   iii. NHS Education for Scotland
   iv. Northern Ireland Medical and Dental Training Agency
   v. Directorate of Healthcare Delivery and Training

b. Residents who were in a training programme in Wales at any point in the two years prior to them moving onto the new contract.

c. Residents who were employed in the NHS in Wales in a role with TCS that mirror the 2002 TCS in the two years prior to them moving onto the new contract.

d. Residents who held a training post in Wales but have taken time out of training to complete a relevant academic qualification.

449. The transitional pay protection arrangements set out will apply to those residents who meet the criteria above if they either.

a. Move through another post or series of posts on such training programmes under the terms and conditions of service set out above, on or after 1st August 2026, or
b. move directly from such an appointment to an appointment to a post on such a training programme, on or after 1st August 2026.

450. The transitioning of residents onto the 2026 TCS must be conducted in accordance with the below requirements:

451. The existing process, as set out within this schedule, should be used for determining a resident's eligibility for pay protection.

452. Where a resident is assessed as being eligible for Transitional Pay Protection, the value of resident's salary, including banding (or pay protection from re-banding), on the 2002 TCS or 2016 TCS the day prior to transfer will be used for the purposes of this calculation.

453. Where time has elapsed, since a resident's last such employment, their most recent rota in a training programme in Wales or in a role with terms that mirror the 2002 TCS in Wales, will be used for the purposes of calculation of their pay protection, albeit utilising the pay scale values contained in the most recent pay circular for the 2002 TCS.

454. A resident's protected level of pay will be calculated and shall be used as a baseline or 'consistent cash floor' for each year until the resident exits training.

455. The resident's actual total 'new contract' pay at appointment to the first post and subsequently at appointment to each new post under these TCS shall be calculated as per the provisions of Schedule 2 of these TCS.

456. The protected level of pay shall then be compared against the resident's actual total new contract pay.

457. Where actual total new contract pay is lower than the protected level of pay, the resident shall receive actual total new contract pay plus an additional amount in pay protection sufficient to return the resident's total pay to the protected level of pay.

458. Whether new contract pay or the protected level of pay has the higher value may change over the course of a residents training programme. It is possible that the protected pay may be higher than new contract pay in some training placements, but not in others.

459. Residents absent from training at the point of transition who are on maternity leave, paternity leave, adoption leave, shared parental leave or sick leave, or for approved out of programme (OOP) purposes, shall have their protected level of pay calculated as the sum of:

a. the incremental pay point that the resident might otherwise have reached had they not been absent utilising the pay scale values contained in the most recent pay circular for the 2002 TCS; plus
b. the value of the banding supplement (or pay protection from re-banding), under the 2002 TCS for the rota on which the resident would have been working on at the point of transition.
c. Where moving to these TCS results in higher pay for the resident this must be construed in the same way as a pay award or moving to a higher pay point for the purposes of the recalculation of maternity pay in accordance with Section 15.23 of the TCS handbook.

## Changes in hours during transition

460. For residents who are working flexible (part time) at the point of transition, the transitional pay protection shall be calculated as per the 2002 TCS. Those whose hours are subsequently increased or decreased (or who move from full time to less than full time) shall have their cash floor value increased or decreased on a corresponding pro-rata basis.

461. Where pay increases as a result of changes to the job plan, the resident shall be paid the new increased level of actual total pay. Where this remains lower than the cash floor (having been recalculated as per paragraph 411), the resident shall continue to receive actual total pay plus a reduced amount of

additional pay protection sufficient to return the resident's total pay to the level of the cash floor.

462. Where changes to the job plan of a resident granted pay protection under these provisions are required by the employer/host, and total pay would be decreased as a result, the resident shall continue to receive their previous level of protected pay.

463. Where a resident requests and an employer/host agrees changes to the job plan that result in hours being decreased, the value of the cash floor will be decreased in proportion to the decrease in hours in line with paragraph 452 above.

## Pay protection under previous arrangements

464. Where, at the point of taking up an offer of appointment under these TCS, a resident has previously re-entered training from a nationally recognised career grade (defined for the purposes of this schedule as being an NHS medical practitioner appointed on national terms and conditions of service other than those for doctors and dentists in training) and is in receipt of pay protection on the basic salary (exclusive of any pay for additional hours / sessions, excellence awards or similar payments, on-call or other allowances, pay premia or any other supplementary payments paid or received) previously earned in that grade, this protected salary shall be taken into account in the calculation of the cash floor.

465. Once this has been taken into account in the calculation of the cash floor, any previously agreed pay protection arrangements will be discontinued.

## Review of transitional pay protection arrangements

466. Pay protection arrangements will be subject to review following completion of implementation to assess the utilisation of the pay protection and consider the reinvestment of funding freed up by the diminishing need for pay protection as residents progress up the new pay structure.

## Estimation of unpredictable work during an on-call duty

467. As set out in Schedule 03, a resident's job plan must include an indication of the expected predictable and unpredictable work whilst on call, during core and unsocial hours.

468. It is acknowledged that, owing to insufficient robust data, the employer/host organisation may initially be unable to provide an accurate estimate of the unpredictable work a resident may perform during on-call duties. Consequently, during the initial transition (August 2026), job plans may

indicate a minimal estimate unpredictable work during such periods, even though there remains a likelihood of unpredictable work arising. As per Schedule 03, residents should overtime report any hours worked above that which is set out in the job plan. There is a recognition that setting an initial minimal unpredictable estimate worked will lead to an increased number of hours being processed through the overtime reporting system but that this will allow a robust mechanism for estimating unpredictable work during on-call duties.

469. To minimise the administrative burden on employers/hosts and the resident employers/hosts should actively seek to develop an accurate estimate of unpredictable work using all relevant available data. This includes a combination of but is not limited to actual data such as: activity data, calls through switchboard, bleeps, admissions, feedback from colleagues in the department, feedback from staff previously and currently rostered for on-call duties on the relevant rota, previous exception reporting and overtime reporting data for the relevant rota, and recent diary activities or monitoring data.

## Areas for further development and agreement under the 2025 Framework

470. The contract reform agreed is very wide-ranging and requires support of a range of non-contractual changes to working practices, partnership arrangements and resourcing. It is recognised that it was not feasible to discuss all changes required for full implementation of the new contract in the context of negotiation.

471. Therefore, all parties have committed to a programme of work, some as part of implementation plans, to take forward to priorities established in the new contract and ensure they are put into practice as best as possible. The following areas for further development, for implementation and future work were agreed by all parties:

    a. The Code of Practice: Provision of Information for Postgraduate Medical Training will be reviewed in partnership and an equivalent document agreed for Wales to reflect its new contractual status.
    b. A single lead employer (SLE) implementation working group will examine the relationship between contract implementation and the SLE arrangements for residents in Wales to ensure clear, mutually agreed division of contractual responsibilities between the lead and host employers.
    c. A Digital Systems Working Group will be established to support the practical implementation of the new contract. This group will collaborate closely with workforce teams, the SLE, and payroll departments to ensure digital systems and processes are aligned with the new requirements. This Group will also develop an NHS Wales Rostering Policy for Resident Doctors and Dentists.

d. Work in partnership will take place to identify ways in which production and provision of rotas/schedules/job plans can be streamlined to avoid delays.
e. Work in partnership will continue to develop mechanisms for locally employed doctors to achieve greater security of employment.
f. Work in partnership will continue to review, identify and address causes for and impact of “bottlenecks “in training.
g. Work in partnership will be undertaken to agree appropriate rates for or a methodology for setting extra contractual work undertaken by residents in NHS Wales organisations. As the contract deal was approved by all parties for implementation, BMA Cymru Wales will cease to promote the BMA 2002 TCS rate card unless a dispute arises in the future or partnership talks to agree rates fail.
h. Work in partnership will be undertaken to develop appropriate policy/guidance to support effective resident job planning.
i. Work in partnership will be undertaken to develop criteria for identification of “mandatory” courses and to establish a process for automatic approval of attendance or participation of these courses as part of an overarching study leave improvement workstream as detailed later in this document.

This programme of activity is not exhaustive, and all parties will agree additional elements through the implementation period.

# Annex 01

# Average Hours Pay Calculation

## Calculating average total hours, enhanced hours and on-call duty hours in a rota cycle for the purposes of calculating pay

## Introduction – the effect of prospective cover

1. The term prospective cover refers to a requirement placed in advance on a resident to cover the absence of colleagues when they are taking leave from the rota. The term is also used when a resident is unable to take leave against shifts which attract a pay enhancement (e.g.night shifts or weekend shifts) or additional pay allowance (on-call availability allowance).

2. As a resident is unable to take annual leave against a shift which attracts an enhanced rate of pay under the new contract, it is important to have consideration for this annual leave and public holidays when calculating the average weekly hours, a resident works per week as part of the reformed resident contract.

3. Similarly, where prospective cover is in place for study leave, this should also be included as the resident is again unable to take study leave against a shift of any type that attracts an enhanced rate of pay.

4. If this calculation is not made in these instances, then it will fail to account for the prospective cover in operation.

5. Therefore, this calculation is vital when calculating an accurate figure for the number of additional hours, enhanced hours and on-call duty hours per week a resident undertakes.

## Average weekly hours calculation

6. The allowance for leave calculation for residents requires the input of the following variables:

   A = Leave entitlement in days* (annual leave + public holidays days + study leave) (Pro-rata for flexible (part-time) residents)

   B = Rota cycle in weeks

   C = Length of standard day for the rota (The length of a standard day for a rota is determined by assessing the mean shift on the rota which does not attract any pay enhancement or pay allowance)

D = Total hours in rota cycle (inclusive of prospective hours in an on-call duty period)

E = Days worked in a normal working week. For full time residents this will normally be 5, however, for flexible (part-time) residents leave weeks are based on the number of days in your normal working week.

**Using the above inputs, we calculate the following:**

F = Leave per rota cycle in days (A/(365/7))*B

G = Leave per rota cycle in weeks (F/E)

H = Leave per rota cycle in hours (F*C)

I = Remaining hours in rota cycle after leave is deducted (D-H)

J = Remaining weeks in rota cycle after leave is deducted (B-G)

**K = Average weekly hours (I/J). This figure should be rounded up to the nearest quarter of an hour.**

***Leave entitlements:**

- 28 days annual leave (33 with 5 years NHS employment)
- 30 days study leave (15 days if an F1)
- 8 public holidays

## Average hours per week calculation

7. For those working full time, any hours above the standard 40-hour working week will be paid will be paid 1/40$^{th}$ of your weekly salary.

8. The basic salary for a flexible (part-time) resident is calculated pro rata on the average hours' work per week across the rota cycle[8].Calculating average hours per week that attract an enhanced rate of pay.

9. Using the above calculation method, we can then determine the number of hours worked which attract an out of hours enhancement on average per week by dividing the total number of enhanced hours by remaining weeks in rota cycle (j)

   **L = Total hours in rota cycle that attract an enhanced rate of pay i.e. outside of core hours.**

   **M = Average weekly number of hours that attract an enhanced rate of pay (L/J)**

[8] For example, a 50% flexible (part-time) resident on a rota where a full-time resident is required to work an average of 48 hours' per week (40 hours basic and 8 hours additional) will have their basic salary calculated on an average of 24 hours' per week.

## Calculating on-call availability supplement

10. Using the above calculation method, we can then determine the number of hours on average per week which attract an on-call availability supplement i.e. NROC duty periods. This is done by subtracting the total number of prospective hours for anticipated work during on-call duty period from the total number of hours on-call and then dividing this by the remaining weeks in rota cycle (J)

    **N = Total hours in rota cycle that attract an on-call availability supplement i.e. rostered on-call duty periods.**

    **O = Prospective hours for anticipated work (in both core and unsocial hours respectively) during on-call duty periods.**

    **P = Average weekly number of hours that attract an on-call availability supplement (N-O/J).**

    You will be paid an availability rate of 50 per cent of their basic hourly rate for the hours you are available (P).

## Payment for hours worked during an on-call duty period

11. Any actual hours worked above the prospective estimate while on-call – either on site or remotely – will be paid at the appropriate rate for the hours worked. Payment for these hours will be made retrospectively via the rostering system, in accordance with the on-call payment process.

12. Where you are required to work for 75% or more of the on-call duty period, you shall be paid for the total on-call duty period at the full appropriate hourly rate and not the 50% availability rate.

# Annex 02

# NHS Wales Fatigue and Facilities Charter

## Contractual Status

As set out in Schedule 11, the provisions contained within the NHS Wales Fatigue and Facilities Charter are now included within these Terms and Conditions of Service and are therefore contractual for Residents on the 2026 Contract.

The full Charter and associated documents can be accessed here.