WALES JUNIOR DOCTOR CONTRACT REFORM

Frequently asked questions

This document contains answers to questions that have been posed by BMA members during the recent contract explainer events, the online webinar, or via our contract referendum inbox. They provide more detail on specific areas of the negotiated contract package, how it may work in practice, and how the negotiation and referendum processes work.

If, after reading this document, you have further queries, please contact welshjdcontract@bma.org.uk
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Pay

When does the flexible training pay premium apply?
The flexible training pay premium, at a value of 12.5% of nodal point 3, will apply for trainees who have either:

- Worked in an appropriately graded medical role outside of training between foundation training and core or specialty training for at least 1 year
- Trained in a core or specialty training programme for at least 2 years and subsequently switch to another training programme that results in them dropping to a lower training grade than ST3

For trainees who have taken 1 year out after foundation training and before core or specialty training, they will be paid the premium whilst in the ST/CT2 training grade.

For trainees who have taken 2 years or more out after foundation training and before core or specialty training, they will be paid the premium whilst in the ST/CT1 and 2 training grades.

For trainees who switch specialty as above, they will be paid the premium until they reach the ST3 training grade.

Who will be better off and who will be worse off as a result of this contract?
The new contract fundamentally values pay differently to the old contract. For basic pay, the nodal point pay system replaces the current incremental pay scale. Instead of the broad-brush approach of the banding supplement, additional pay in this contract is instead split into additional hours (up to 48), a 37% premium for work performed between 9pm and 7am, and a weekend frequency allowance dependent upon the number of weekends you work.

Because of this, it is difficult to make direct comparisons between the two contracts and pinpoint who exactly will be better and worse off. Our calculations suggest that in many instances trainees will receive similar or better pay. Further to this, it is possible to make some general observations.

We know that registrars who have accrued a significant number of years of service may benefit less from the contract, or see lower future pay, if they are not at a similarly high level of training. This is because of the end of automatic pay progression based upon years in service, which allows trainees to reach higher levels of basic pay in this way without necessarily equivalent progression in their training.

This may also affect trainees who retrain in a second specialty or who plan to take significant periods out of training. However, in some important instances – for example retraining and taking F3 years – we have negotiated the flexible training pay premium to mitigate some of this loss of pay.

Less-than-full-time trainees will progress through their training at a slower rate than full-time trainees and so will see their pay progress at a proportionately slower rate. We raised concerns with NHS Wales employers regarding the adverse impacts this might have on less-than-full-time training but ultimately they determined that the introduction of this pay system was a red line in negotiation.

The new contract redistributes the money previously unevenly distributed due to the automatic pay progression system in order to spread it more evenly across the greater majority of trainees. Therefore, many trainees may expect to see somewhat higher pay under this proposed contract. Our calculations show that many trainees on typical training pathways (GP, general medicine, general surgery) may overall benefit, sometimes significantly, in terms of pay over the course of a training career.
However, for current trainees who may see a direct reduction in their pay as a consequence of transfer, they will be pay protected, meaning their basic pay, plus their banding supplement, will be counted as a cash floor below which their future pay will not be able to drop. Furthermore, in significant ways, all trainees will benefit from the new contract by the safer working hours, introduction of exception reporting, end of fixed leave, better facilities, and other improvements that the contract will bring.

The pay structure in the new contract provides a greater proportion of pay as basic pay and less as additional supplements. The way it is calculated means you will receive a level of pay that more accurately reflects the hours you actually work but it also means that a greater proportion of your pay is pensionable. This is because only the basic pay element (and any applicable pay protection) is pensionable. Because basic pay is frontloaded – in other words with higher pay earlier in the career – this is also of benefit to your pension which is linked to your career-average pay. In short, the new pay structure should therefore lead to you receiving a higher level of pension when you retire.

**Why did negotiators agree to the extension of normal working hour rates from 7pm to 9pm?**
This was a significant contested area of negotiation. However, ultimately, the extension of normal working hour rates to 9pm was a red line for NHS Wales employers and something they would not accept a contract deal without. Therefore, in order to secure the other benefits the contract brings, including significantly higher basic pay (i.e. for normal working hours), the negotiators decided that they would accept this change.

In exchange for this, the negotiators ensured that shifts that begin on a Friday evening and continue into a Saturday morning (excluding NROC shifts) would be counted towards the weekend frequency allowance. This ensures that all shifts that affect the quality of the weekend will count towards the frequency allowance, not just those that start on a Saturday or Sunday as is the case in England.

**How does this contract affect those training in a second specialty?**
Trainees who choose to train in a second specialty currently continue to progress up the spinal points of the registrar pay scale. This is because it is based upon years in service, rather than training grade.

The proposed new contract provides pay progression based upon your training grade. Therefore, a trainee who trains in a second specialty and therefore is at lower training grade in their new specialty may see their basic pay drop as a result.

However, so long as they have had 2 years in their current training programme and there are no significant ongoing concerns regarding their training performance, they will receive the flexible training pay premium during their training until they attain ST3 on their new training programme.

Trainees who change specialty due to disability or caring requirements will be fully pay protected at their current pay level when they transfer to their new specialty.

**Will the increase in basic pay lead to lower take home pay as a result of pension contributions?**
If pensionable pay increases as a proportion of total pay, and total pay does not change, then gross pay minus pension would decrease. However, take-home pay will vary by individual circumstances. Furthermore, given the radically different way that the new contract values the time of junior doctors compared to the current contract, and the variety of working patterns that may underlie each current contract pay banding, in some cases, the total earnings implied by the new contract could go up or down.

Pay protection arrangements mean that trainees moving from the old contract onto the new contract as part of implementation will see their pay, inclusive of banding, protected by a cash floor based on the level of pay they are receiving the day prior to their transfer.
Finally, the increase in basic pay as a proportion of salary under the proposed new contract represents a significant benefit of the deal, enabling doctors in training to accrue higher pension benefits (deferred pay) earlier in their career.

**With the extension of the normal hourly rate to 9pm, can’t employers roster trainees in extreme rotas, for example 1–9pm, Monday–Friday, at no extra cost?**

The change to enhanced working hours from 7pm to 9pm in the evening will make it slightly cheaper to roster evening work – although direct comparison is difficult as no element of overtime is directly attributable to pay under the current banding system because the definition of each band is so broad.

However, this does not mean that rotas will automatically change. Indeed, overall we expect intense, antisocial working patterns to decrease as a result of the comprehensive rota safeguards contained in the new contract. Where there are changes, it will be within these safe limits.

Furthermore, the clinical demand will be needed in order to justify changes to working hours. In many specialties, this will not be present – and it is always more expensive to roster an underutilised staff member than no one at all. Where demand is present, for instance in A&E departments, it may be that, over time, employers reconfigure rotas taking advantage of this change. However, as before, this will be in line with safe rostering and will also have to take into account the contracted hours of other medical and health professionals.

The extreme example given here is an unlikely one, because, in most cases, 9am to 1pm to will continue to be higher in demand for staff than 5pm to 9pm.

Ultimately, employers made clear that the reduction of enhanced hours in this way was a red line for them. Even so, in exchange for accepting this, we were able to define work on a Friday evening that continues as a Saturday morning as weekend work for the purpose of calculating the weekend frequency allowance.

**What’s the point of the pay journeys when our rotas will change drastically anyway?**

The pay journeys use real rotas that have already been adjusted to make sure they are compliant with the new rota safeguards. This was done by health boards as part of the negotiation using the same methods they will use to make changes upon implementation to ensure compliance. Therefore, they are representative of the rotas that would be worked under the new contract and are therefore based on accurate costings. Certainly in the short or medium term, we do not expect that rotas will change radically as a result of the changes in non-enhanced hours as these are more complex changes that will involve other health professionals also adjusting their hours.

**What will the impact of enhanced hour changes be on locum rates?**

Locum work is extra-contractual and its rates are also set outside of the contract. Locum rates can be negotiated between the employee and the employer: although the employer will sometimes have ‘standard’ rates for day and night work, this is only an offer and can form the basis for individual negotiation. In effect, if you do not wish to do the work offered for the rate advertised, you are free to name your price, regardless of the time of day the work is being done. We therefore do not expect the new contract to directly impact locum rates.
Are international medical graduates (IMGs) eligible for the flexible training pay premium?
The flexible training pay premium will recognise experience gained outside of training after foundation training and before starting core or specialty training. The criteria for this will be to have engaged in one or two years of appropriately graded medical work either in the Welsh NHS, another NHS, or the health system of another country and to have completed two satisfactory appraisals/ARCPs if these were in place in that role. Therefore, the experience that IMG doctors bring will be recognised when the start specialty training in Wales if they have similar prior experience in another country.

How does NROC under the new contract work? How will the prospective hours be estimated?
Non-resident on-call shifts are paid in two ways. First, an 8% availability allowance is paid to recognise the general inconvenience of being available on-call. Second, the specific hours that you work during on-call duty periods will be paid based upon the correct hourly rate. These will be estimated as part of your work schedule at the start of the placement. If you exceed these hours – which should be relatively easy to calculate – then you will be able to exception report the extra hours of work and receive pay for them.

It is difficult to make a general statement about whether a trainee working an NROC rota will earn more or less under the new contract as it depends entirely upon their worked hours and their stage of training. However, given the NROC banding is typically 20% under the current contract, and basic pay is often significantly higher under the proposed new contract, it is likely that in many instances trainees working NROC may see higher pay. Consult our ready reckoner for pay to work out an exact comparison for your rota.

Is the increase in pensionable pay caused by higher basic pay desirable, given the problems we are seeing with consultant pension taxation right now?
We recognise concerns regarding the pension lifetime allowance which have caused significant tax implications for some doctors later in their careers.

Whilst it is true that higher pension contributions earlier in your career may contribute earlier to the lifetime allowance, we are clear that the lifetime allowance must change sooner rather than later. Therefore, we see it as unlikely that the lifetime allowance will be a significant factor over the course of the coming decades with regards to pension planning for most junior doctors.

It therefore remains the case that higher pension contributions, earlier in your career, will maximise the value of your pension later in life.
Working hours

Why was it agreed for Saturday and Sunday to be plain time between 7am and 9pm?
Changes to working hours that are paid at a normal hourly rate was obviously a very difficult area of negotiation and something we did not accept lightly. However, it is incorrect to say that Saturday and Sunday are squarely in 'plain time' - they are more expensive to roster you for, but the contract does this in a different way through the weekend frequency allowance. In addition to this, the hourly rate, like in the week, is paid at either an enhanced or standard rate depending upon the time of day.

It was a red line of employers that plain time should extend to 9pm in the evening – this means that they would not agree to a contract that did not contain this. In other words, the negotiations would have failed. Therefore, the negotiating team made the decision to gain maximum value from accepting this: this is how we were able to ensure that shifts beginning on a Friday evening that end on a Saturday morning would be included in the weekend frequency allowance calculations, something that is not within the contract in England. To be clear, we do believe that any new contract would have been agreed that did not include this change to plain time hours.

How will the change in the timing of enhanced working hours affect my roster?
The change to enhanced working hours from 7pm to 9pm in the evening will make it slightly cheaper to roster evening work – although direct comparison is difficult as no element of overtime is directly attributable to pay under the current banding system because the definition of each band is so broad.

However, this does not mean that rotas will automatically change. Indeed, overall we expect intense, antisocial working patterns to decrease as a result of the comprehensive rota safeguards contained in the new contract. Where there are changes, it will be within these safe limits.

Furthermore, clinical demand will be needed in order to justify changes to working hours. In many specialties, this will not be present – and it is always more expensive to roster an underutilised staff member than no one at all. Where demand is present, for instance in A&E departments, it may be that, over time, employers reconfigure rotas taking advantage of this change. However, as before, this will be in line with safe rostering and will also have to take into account the contracted hours of other medical and health professionals.

Ultimately, employers made clear that the reduction of enhanced hours in this way was a red line for them. Even so, in exchange for accepting this, we were able to define work on a Friday evening that continues as a Saturday morning as weekend work for the purpose of calculating the weekend frequency allowance.

If a trainee picks up a number of locum shifts to the point where they work above the new safer working hours, what will happen?
It will be a professional duty of a trainee to not breach their safe working limits by undertaking additional locum work. However, we do not believe this will be explicitly monitored by your employer and it will be up to you to self-police this. Clearly, as a trade union, we cannot recommend that trainees are working beyond what are defined as safe working limits.
NHS Wales

**Will exception reporting be workable given the extra workload it will place on HR?**

Exception reporting will be as automated and integrated as possible. Ideally, little manual intervention will be needed, beyond the actioner, to ensure that you are paid for overtime work, if this is the agreed outcome.

However, there will be some impacts upon HR resources by the introduction of the new contract. These will be considered carefully during the implementation planning period and plans put in place to manage both the transitional and ongoing administrative demands of the new contract.

The Guardian of Safe Working will be a fully financed, properly resourced role with dedicated funding as part of contract reform. This will ensure that the guardians will have the time and support they need to fulfil their duties to oversee the exception reporting system, monitor safe working hour transgressions, and levy fines on employers.

**Given problems we are already seeing regarding the single lead employer’s performance, how will they cope with a more complex contract?**

We share trainee concerns regarding the performance of the single lead employer in Wales, hosted by NHS Wales Shared Services Partnership. We have been in communication with NWSSP regarding the problems that have occurred in the August 2022 training rotation and have sought assurances that steps will be taken to ensure these problems won’t happen again. NWSSP have told us they are undertaking a full review to ensure problems are addressed, and they are putting in place regular meetings with BMA Cymru Wales to ensure any future concerns can be flagged and dealt with.

As part of the implementation planning process, the role of NWSSP and its responsibilities for the new contract will also be examined and robust planning for its fulfilment of these put in place. The division of duties between the host employers and NWSSP will also be examined to ensure there are clear protocols to manage the new contract.

**The proposed pay system is more complex and thus opens up opportunity for more errors in pay. How will this be safeguarded and how transparent will the system be for us to check our pay slips?**

It is true that there are more individual pay elements under the proposed pay system. However, arguably this means pay is more transparent. You will be able to look at your pay and compare it directly against the hours set out in your work schedule to ensure you are paid correctly. Under the current banding system, it is much harder to ascertain whether what you are working is correctly being paid through the right rota banding.

The system is, in some regards, more complex for health boards and the single lead employer to administer. However, it is intended that as much of this as possible will be automated, and software is currently available which calculates pay correctly based upon rotas in this contract. With a robust pre-implementation planning period in place, it will be possible to ensure that the systems required to issue pay correctly will all be in place in time for implementation.
How much are the fines that health boards will be issued for breaches to safe working limits?
The exact value of the fines will be defined in the pay circular that will be issued when the new contract is implemented; they will be updated in line with pay awards.

The principle of the fines is that it should not be cheaper for an employer to work a trainee beyond their safe working limits rather than employ a locum. A proportion of this fine is paid out to the trainee as compensation, the rest will contribute to a fund the use of which will be for the benefit of trainees as determined by the Guardian of Safe Working and the junior doctor forum.

How reliable are guarantees regarding rest facilities and the Guardian of Safe Working when we haven’t seen these work in England?
The contractualisation of rest facilities is a new element of the Welsh contract. In the English one, it only mentions that employers should consider providing these facilities. In the Welsh one, they must provide them. Therefore, we are confident this will lead to better facilities provisions in Wales.

It’s true that the Guardian of Safe Working role has been more successful in some trusts in England than others. Often, this is because it is inadequately resourced. In Wales, Welsh Government provided dedicated funding for these roles to ensure they will have the correct number of sessions, based upon the number of trainees in their health board, in order to undertake the role successfully. We think this will lead to a much better oversight of safe working hours than we’ve seen in some parts of England.
Pay protection

How does the transitional pay protection work?
Trainees moving from the old contract onto the new contract as part of implementation will see their pay protected by a cash floor or ‘no-detriment’ arrangement. This will be based upon their salary, inclusive of banding, the day prior to their transfer. Trainees who are on parental or sickness leave will have their cash floor calculated against their banding on their previous rota.

For those who have previously trained in Wales but are currently taking time out of training (for example, working in a clinical fellow role, or working in another country) will be pay protected based upon their salary and banding in their last substantive post in the Welsh NHS, provided that they return to training in Wales prior to or at the August 2024 rotation.

Pay protection arrangements will be subject to review two years and five years following completion of the contract’s implementation. This review will assess how the pay protection has been used, and consider the reinvestment of funding freed-up by the diminishing need for pay protection as trainees progress up the nodal pay structure. However, we will continue to advocate for the need for pay protection for as long as trainees are using it.

How will the cash floor protection work for LTFT trainees if they change percentage of full-time training?
Your cash floor pay protection will scale with your LTFT percentage if this changes in the future. In other words, if you increase your LTFT percentage, your cash floor protection will increase proportionately too.

Will the cash floor protection be based on rotation salary or annual salary?
Trainees moving from the old contract onto the new contract as part of implementation will see their pay protected by a cash floor or ‘no-detriment’ arrangement based upon an annualised salary, inclusive of banding, that is based on what they are receiving in their current rotation the day prior to their transfer.

Pay protection arrangements will be subject to review two years and five years following completion of implementation. This review will assess how the pay protection has been used, and consider the reinvestment of funding freed-up by the diminishing need for pay protection as trainees progress up the nodal pay structure.

What will happen to those of us who will be applying for training (e.g. CT2 applying for ST3) when the contract changes? Will we have pay protection?
Yes, all trainees continuing in training in Wales will receive pay protection even if they are changing training programme. Furthermore, trainees on parental leave during implementation will also be pay protected, as will junior doctors who have previously trained in Wales but are currently out of training and return prior to or at the August 2024 rotation.

How long will pay protection last?
We have agreed to a review of the utilisation of the cash-floor pay protection in year 5 of implementation. This review will focus on how many people are still using the protection, how much of the allocated funding has been freed up, and consequently how we could reinvest this in junior doctor pay. We do not intend for this to be an immediate end point for pay protection, and our view is that pay protection should remain in place as long as it is needed.
Other terms and conditions

Do expenses provisions change under the proposed contract?
Rates for business mileage will be reimbursed under the NHS Staff Handbook rates, rather than the General Whitley Council rates previously used for junior doctors. GP trainees will continue to be able to claim home to base mileage on days they are expected to make home visits. The HEIW Relocation Reimbursement Policy remains unchanged by these reforms.

How do parental leave provisions change in this contract?
Parental leave entitlements remain broadly similar as maternity leave, in particular, is governed by the NHS scheme rather than an individual contract. However, a few changes in the contract do affect parental leave provisions.

First, continuous service calculations for maternity leave will now disregard time spent out of training in an approved OOP placement, as well as time spent in the health service of a UK crown dependency as part of an approved training programme.

Furthermore, trainees will have access to enhanced shared parental leave under the NHS scheme.

We also negotiated guarantees that trainees taking parental leave during a period in which they otherwise would have progressed to the next nodal pay point will still do so as if they were still in training.

What is the effect of contractually defining a day of annual leave? Can an 8am–8pm shift, for example, now be taken as annual leave given it doesn’t fall outside 7am–9pm?
This is correct – as long as the shift takes place within normal working hours, regardless of its length, it may be taken as 1 day of annual leave. This ends the situation where some health boards were insisting that, for example, that a 10-hour shift should ‘cost’ 1.25 days of annual leave instead of 1 day.

Will this only apply to doctors in training or will locally employed junior doctors also be covered?
The contract reform changes the terms and conditions of service for doctors and dentists in training. It will not automatically cover locally employed doctors. However, where these doctors are working under the same rotas, employers have told us that they would not want to run hybrid rotas with different people on substantially different contracts. Therefore, with regards to the rota safeguards, we would expect these to be carried across to local contracts. With regards to pay on local contracts, these currently mirror the current training contract; in time, we would expect them to also mirror the new contract if it is introduced, with similar wider terms too.
Negotiations and referendum

Who negotiated this contract?
The negotiating team were competitively recruited from the Welsh junior doctors committee. It was composed of five junior doctors working in Wales and a member of BMA staff. They received training on the BMA negotiating strategy which has been developed in conjunction with industry experts.

Before any negotiating took place, we engaged extensively with junior doctors in Wales in events across the country and through an all-Wales survey. This gave us detailed qualitative and quantitative information on the problems junior doctors faced and what solutions they wanted to see. This formed the basis of the priorities we took forward into negotiation.

The negotiating positions that the team took were approved at every stage by both the WJDC and a reference group that included representation from across the BMA, including from all Welsh committees and areas of specific expertise (for example, less-than-full-time training, GP training) as well as from the British Dental Association.

What happens if the referendum returns a no vote?
If the referendum returns a no vote, it’s possible the package may be withdrawn, as well as the additional 3% funding we secured, and trainees would remain as they are on the 2002 contract. If the Welsh Government was willing to consider a return to negotiation, we would seek to understand what caused members to vote no and look to return to negotiation on this basis.

However, there may be limits within which further negotiation could take place. There is likely no option to simply improve the current contract. We explored the whole area of contract reform for a number of years with the Welsh Government and employers and it became clear that the only avenue for contract reform they were willing to consider is along the lines we are presenting today. In particular, Welsh Government and NHS Wales employers will not accept a contract which does not end automatic pay progression based on years in service or one that does not extend normal working hours slightly into the evening until 9pm. These were government and employer red lines, partly because alignment with the contract in England is very important to them. The many changes that we managed to negotiate beyond those in the current English contract were hard won.

Even after further negotiation, it may therefore be that the choice before us will be very similar to this proposed contract deal (to which we have negotiated as many improvements as we think possible) or else to remain on the old contract in perpetuity.

Why is the BMA endorsing this deal if it does not achieve full pay restoration?
Pay restoration and contract reform are two different things. This contract reform is about the conditions under which you work, your working hours, your reporting system, and how the pay scale works. The overall levels of pay is determined normally through the annual pay award following the recommendations of the pay body for doctors and dentists (the DDRB).

As many of you will know, the BMA is separately also engaged on pay campaigning, demanding that pay be restored to the same levels it was in 2008. Because this deal does not include a multi-year pay deal which would commit us to set pay uplifts yearly, we will be able to continue to campaign alongside the rest of the association on getting junior doctors in Wales the proper pay rises that they deserve, all the while still benefiting from the improvements in working hours and conditions that this contract will bring.

WJDC does not believe that accepting this contract would in any way prevent from BMA to continue campaigning for increased pay levels, including for full pay restoration.
What is the significance of there being no multi-year pay deal?

There will be no multi-year pay deal as part of this contract reform, which removes the risk of agreeing now to pay uplifts in the future that may not be acceptable in light of unknown future inflation rates. This means that, alongside the 3% investment this year in contract reform, which provides a 4.8% uplift on the 2016 contract pay values as are currently being paid in England this year, junior doctors in Wales will still be eligible for a pay award next year via the normal pay review process, prior to the commencement of implementation, as well as in all future years.

Why is pay restoration separate from contract reform, and why has reform been announced now?

WJDC is absolutely clear that pay restoration to 2008 levels is an absolute priority. However, this was not achievable as part of a contract reform process. This contract reform aimed – from the BMA’s perspective – to introduce much safer working conditions and improve the systems surrounding and supporting junior doctors to prioritise training and ensure hours worked are fairly paid.

Contract reform was on a cost-neutral basis except for the 3% additional investment provided by Welsh Government to finance reform and provide a permanent, albeit small, uplift to overall investment in junior doctors. Therefore, the c. 25% pay uplifts required to achieve full pay restoration were not within the remit of this reform.

However, due to there being no multi-year pay deal as part of the reform, we will be able to continue to lobby for fair pay for junior doctors in Wales alongside benefitting from the improvements that the reforms bring.

We announced this contract reform now because, after several years of negotiations, we had reached a deal that all parties had agreed on. We wanted to ensure that this deal was presented to members as soon as possible so that they could have their say.