CONTRACTS, JOB PLANNING, PAY & PENSIONS | MODULE 08

On-call, out-of-hours work and additional duties

Identify what is already contracted, how availability differs from work done, and how to agree extra activity safely.

✓ 18 min reading

✓ Full teaching, practical next steps and reflection

✓ Six practice questions with answers and explanations

✓ Complete source list and jurisdiction notes

Prepared for SAS, locally employed and other UK doctors

Author: Dr N Aziz

Using this module

Independent education

This is general professional information, not individual clinical, legal, employment, immigration, regulatory, tax or pensions advice. Current official instructions and the circumstances of the individual case remain controlling. Practice scores do not establish professional competence or accreditation.

The short answer

On-call availability, work actually performed, premium-time rules and additional voluntary work are not interchangeable. Read the relevant contract and rota together. Agree the duty, frequency, time, rest, payment, cancellation and review before recurring extra work begins wherever possible.

Three next actions

- Map each on-call or extra duty to the contract, job plan and payslip.
- Check frequency, prospective cover, work intensity, premium time, rest and payment.
- Use a written agreement for recurring additional work and record when it ends.

Learning objectives

- Distinguish availability from work performed.
- Analyse safe hours and compensatory rest.
- Agree extra work without creating hidden permanent duties.

Availability and actual work

An on-call availability supplement may pay for being available at specified frequency and category. It does not necessarily pay every hour of work performed or replace job-planned time for predictable emergency duties. Contract definitions differ by nation and version.

Use call data to test intensity: contacts, returns to site, remote decisions, time and next-day effect. If intensity changes materially, request rota and job-plan review.

- Read the supplement definition.
- Measure actual work separately.
- Review increased intensity.

Premium and out-of-hours periods

Contracts define standard and premium time differently. The value of an activity can depend on when it is scheduled, the doctor’s contract, whether it is resident or non-resident and whether it forms part of basic contracted work. Do not import definitions from another grade.

Record actual start and finish, frequency and agreed category. For annualised work, ensure premium-time weighting and leave are handled under the applicable terms.

- Use the correct grade and national definition.
- State timing in the job plan.
- Check annualisation rules.

Additional work

Extra contractual work should be explicit about activity, rate, duration, cancellation, indemnity, pensionability, rest and tax. Clarify whether it is an additional contracted unit, internal bank/locum work or a separate arrangement. The label affects neither safety nor tax by itself.

Repeated ‘temporary’ cover may reveal a substantive workforce need. Review the base job plan and recruitment solution rather than relying indefinitely on voluntary extra work.

- Put rate and scope in writing.
- Protect rest and primary duties.
- Review recurring service dependence.

Safe hours and rest

Working Time rules provide a statutory framework including average weekly limits, rest and paid annual leave, subject to detailed provisions. Some doctors opt out of the average limit, but an opt-out does not remove the employer’s health and safety duties or every contractual safeguard.

Combine all work when assessing fatigue, including bank, locum and work for other employers. If fatigued, use immediate patient-safety escalation and do not drive if unsafe. Address recurring rota design separately.

- Count work across employers.
- Opt-out is not a waiver of safety.
- Escalate fatigue before harm.

Prospective cover and leave

Rota arrangements may include prospective cover for colleagues' leave, meaning the frequency of work while present can be higher than a simple one-in-n calculation. The contract should explain how this is recognised. Check whether annual leave, study leave and vacancies are included in the rota calculation.

A vacancy is not automatically ordinary prospective cover. Sustained gap cover should be risk assessed, time limited and addressed through recruitment and job planning.

- Understand the rota denominator.
- Distinguish planned leave cover from vacancies.
- Review sustained intensity.

When to decline or escalate

Doctors should not accept work beyond competence, without necessary support or when fatigue creates serious risk. Raise the specific concern, seek senior clinical direction and propose a safe alternative. Immediate patient abandonment is not an employment remedy.

For non-urgent additional work, a clear response can state existing commitment, safety or rest constraint and conditions under which the work could be accepted. Seek advice where refusal might have contractual consequences.

- Describe the safety constraint.
- Offer a safe alternative where possible.
- Get advice on disputed contractual duties.

Common mistake

Avoid this	Treating an on-call supplement as proof that every element of availability, work done, travel and recovery is fully recognised.

Pause and reflect

Does your rota description match the real frequency, intensity and next-day effect of the work?

Takeaways

- Availability, actual work and extra work are different pay concepts.
- Count total working time and protect rest.
- Recurring extra work needs a written and reviewable arrangement.

Knowledge check

Choose one best answer. These practice questions support reflection; they do not assess a real case or confer accreditation. Answer positions match the browser edition.

1. An availability supplement appears on the payslip. What does it prove?

A. Payment for defined availability, not necessarily all work performed

B. Every hour on call is fully paid

C. Rest rules do not apply

D. The rota cannot be reviewed

2. How should a 9 pm recurring clinic be valued?

A. Using any consultant rule found online

B. Under the premium-time rules of the doctor’s actual contract

C. By net pay alone

D. The same in every UK nation

3. What is missing from ‘Please cover extra clinics at the usual rate’?

A. Defined activity, rate, dates, cancellation, rest and status

B. A patient list by personal email

C. Only a new badge

D. Nothing

4. A doctor signed a 48-hour opt-out. What remains true?

A. There is no upper limit of any kind

B. Health, safety, rest and contractual duties still require attention

C. The doctor must accept every extra shift

D. The employer has no safety duty

5. A one-in-eight rota behaves like one-in-six because of leave. What should be checked?

A. The pension scheme

B. Prospective-cover calculation and contractual recognition

C. Only the printed rota title

D. GMC registration status

6. A fatigued doctor is asked for an uncontracted extra night. What is the best response?

A. Explain the safety/rest constraint and decline or propose a safe alternative

B. Falsify the hours record

C. Leave current patients without handover

D. Accept the additional shift and discuss fatigue only at the next routine review

Answers and explanations

1. A — Payment for defined availability, not necessarily all work performed

Payment for defined availability, not necessarily all work performed This applies the principle in “Availability and actual work”.

Re-read “Availability and actual work”, then identify the controlling document and the fact you would verify before acting.

2. B — Under the premium-time rules of the doctor’s actual contract

Under the premium-time rules of the doctor’s actual contract This applies the principle in “Premium and out-of-hours periods”.

Re-read “Premium and out-of-hours periods”, then identify the controlling document and the fact you would verify before acting.

3. A — Defined activity, rate, dates, cancellation, rest and status

Defined activity, rate, dates, cancellation, rest and status This applies the principle in “Additional work”.

Re-read “Additional work”, then identify the controlling document and the fact you would verify before acting.

4. B — Health, safety, rest and contractual duties still require attention

Health, safety, rest and contractual duties still require attention This applies the principle in “Safe hours and rest”.

Re-read “Safe hours and rest”, then identify the controlling document and the fact you would verify before acting.

5. B — Prospective-cover calculation and contractual recognition

Prospective-cover calculation and contractual recognition This applies the principle in “Prospective cover and leave”.

Re-read “Prospective cover and leave”, then identify the controlling document and the fact you would verify before acting.

6. A — Explain the safety/rest constraint and decline or propose a safe alternative

Explain the safety/rest constraint and decline or propose a safe alternative This applies the principle in “When to decline or escalate”.

Re-read “When to decline or escalate”, then identify the controlling document and the fact you would verify before acting.

Official and professional sources

Confirm the current source version and applicable nation, contract, scheme or specialty. A source list is not a statement that every rule applies to every reader.

NHS Employers: SAS 2021 terms, model contracts and resources
England · https://www.nhsemployers.org/articles/terms-and-conditions-and-resources-sas-contract-2021

NHS Wales Employers: SAS doctors resources
Wales · https://thenhsalliance.org/resources/specialty-specialist-and-associate-specialist-sas-doctors-wales

Department of Health NI: SAS 2021 contract documentation
Northern Ireland · https://www.health-ni.gov.uk/publications/sas-2021-contract-documentation-and-guidance

Legislation.gov.uk: Working Time Regulations 1998
Great Britain · https://www.legislation.gov.uk/uksi/1998/1833/contents

Edition and verification

Editorial edition: 9 September 2026. The page source-review date is 2026-09-08. A publication date, editorial edit and substantive source check have different meanings. See sasdoctors.com/corrections for material corrections and the scope of review.

Protect confidentiality. Do not enter patient-identifiable information, confidential employer material or privileged case details into website tools. HTML teaching and worksheet alternatives are available through sasdoctors.com/resources.