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Chapter 1
Aims of the handbook

Welcome to the second edition of the BMA's Salaried GPs handbook. This is produced by the BMA as one of the many benefits available to BMA members. It follows the success of the first edition, which was widely welcomed by salaried GPs and GP employers, being described as ‘excellent’ and a ‘resource that has everything we need in one place and is readable’. We hope that you will find this 2010 edition to be equally beneficial.

The handbook is written for:
• salaried GPs, and those intending or about to become salaried GPs
• GP employers.

Salaried GPs

One of the aims of this handbook is to help ensure that all salaried GP members receive appropriate employment terms and conditions. It does this by setting out the legal entitlements that salaried GPs receive as employees, as well as the additional contractual benefits that are, or may be, available. Furthermore, it provides a comprehensive overview of the employment contracts available to salaried GPs and the effect of the various provisions of the ‘model’ salaried GP contract. The handbook also provides guidance on negotiating improvements to salary and other contractual provisions.

In addition, the handbook explores how to become a salaried GP and the work involved. It also explains the representation of salaried GPs nationally and locally.

The handbook provides detailed guidance for salaried GPs. However, this cannot replace the expert and confidential advice on individual employment issues that salaried GPs should and can obtain. This is available as part of BMA membership by contacting the BMA. Also, a specialised and invaluable benefit of BMA membership is the employment contract checking service that is offered. The BMA will review the employment offer letter and terms and conditions, and advise on any necessary improvements.
GP employers
The handbook is a valuable tool for GP provider employers. It explains the statutory entitlements that a GP employer must provide to its salaried GPs in order not to fall foul of the law. It also highlights various contractual obligations, including those under the ‘model’ salaried GP contract.

It is though vital for GP employers to obtain expert and confidential advice on employment matters by contacting the BMA, since advice can then be provided on an individual rather than a generic basis. In addition, as a benefit of membership the BMA can review contracts of employment and relevant procedures in order to prevent problems occurring in the first place, as well as assisting when difficulties do arise.

To contact the BMA, please email: support@bma.org.uk or telephone 0300 123 123 3.
Chapter 2
Representation of salaried GPs

All aspects of this chapter are relevant to salaried GPs. Sections 1, 2 and 5 are relevant to GP employers.

1. The British Medical Association
The BMA is the professional association of doctors in the UK and is registered as an independent trade union to represent doctors both locally and nationally. Officially recognised by the Doctors and Dentists Review Body, the Government and NHS Employers, the BMA has sole negotiating rights for all NHS doctors employed under national agreements, irrespective of whether or not they are members. It is also recognised by many employers of doctors practising in other fields.

2. BMA General Practitioners Committee
The General Practitioners Committee (GPC) of the BMA represents all NHS GPs. It consists of approximately 90 members, with a dedicated negotiating team. The GPC has sole negotiating rights with the Departments of Health for all GPs working under the general medical services (GMS) contract. The GPC is also consulted on issues concerning the whole of the GP profession.

There are also national General Practitioners Committees for Scotland, Wales and Northern Ireland. As a result of devolution the Scottish GPC negotiates directly with the Scottish Government and the NHS Education for Scotland (NES) on some areas. Similarly the Welsh and Northern Ireland GPCs deal with certain issues in discussion with their respective national Assemblies.

The GPC has representatives on other BMA committees, including BMA Council (the central executive of the BMA), as well as maintaining relations with external organisations.

Details about the GPC(UK) and national GPC election procedures are available on the BMA website. Salaried GPs may stand for election to the GPC for a regional seat provided that they work:
– as an NHS GP for at least 52 sessions over six months during the year immediately prior to the election;
as a medically qualified secretary of an LMC; or
– as a GP on the GP retainer scheme
and contribute to the LMC voluntary levy. Alternatively salaried GPs may be elected to the GPC via the annual conference of LMCs or the BMA's annual representative meeting.

Salaried GPs may vote in a GPC election for a regional seat as long as they contribute to the LMC voluntary levy.

Salaried GPs can stand for and vote in an election in any constituency where they contribute to the LMC levy (usually the LMC where they do the majority of their work) or, if they work across many Primary Care Organisation (PCO) boundaries, the constituency in which the GP is on the performers list should be taken as the election constituency.

3. Sessional GPs subcommittee of the GPC
The Sessional GPs subcommittee is a democratic body and represents all salaried and locum GPs throughout the UK. It has been in existence since 1997 and was previously known as the Non-principals subcommittee. It has grown in strength and has achieved a great deal since its inception.

The Sessional GPs subcommittee consists of eight members who are elected on a UK-wide biennial basis by salaried and locum GPs. A GPC negotiator and a GPC member, both with a special interest in salaried and locum GPs, are also involved. The membership of the subcommittee for 2009-11 is set out at appendix A.

The subcommittee is represented on the main GPC. It currently has four dedicated seats on the GPC, plus a number of other GPC members are also salaried or locum GPs.

The Sessional GPs subcommittee has taken forward numerous initiatives and successes over the years. These include the model salaried GP contract, the GP retainer scheme, pension issues, and more recently involved in pandemic flu planning, as well as helping to ensure that future appraisal and revalidation will be fit for purpose for salaried and locum GPs. It has also been involved in the production of many
guidance notes, such as the *Focus on salaried GPs, Job planning and Inhouse performance review* guidance, as well as being instrumental in the running of the BMA’s conferences for sessional GPs.

The subcommittee is always very interested in hearing the views of salaried GPs. This helps the subcommittee to continue to represent all sessional GPs effectively. To do this, please post a comment on the BMA website’s sessional GPs forum, which can be accessed by logging in to the BMA website.

4. Local representation

4.1. Local Medical Committees
Local Medical Committees (LMCs) in England, Wales and Northern Ireland are recognised in statute as the local representative body of GPs, including salaried GPs. They are therefore recognised to negotiate with their PCO.

4.1.1 Scotland: LMCs and Area Medical Committees
In Scotland the situation differs. Scottish LMCs only represent local GPs on matters relating to their remuneration and conditions of service. Local GP negotiation with the Scottish PCOs on the general operation and funding of primary care services is undertaken by the Area Medical Committee (AMC) of the PCO and the AMC’s GP subcommittee. The AMC’s GP subcommittee is made up of GP members.

4.1.1 Role of LMCs for salaried GPs
All LMCs throughout the UK are able to influence GPC policy through the annual conference of LMCs and through their direct liaison with GPC members and secretariat. LMCs provide a professional advisory and supportive role to their local GPs, including supporting salaried GPs experiencing difficulties with their PCO. LMCs can also ensure that PCOs, deaneries and GP tutors are aware of salaried GPs’ educational needs and the need to disseminate relevant information to these local doctors.
4.1.2 Representation of salaried GPs on LMCs

All salaried GPs are automatically represented by the LMC that covers the area where they work, provided that they contribute to the LMC’s statutory or voluntary levy. Often the employing practice will pay the salaried GP’s levy, but if they do not then salaried GPs may be required to pay a contribution to the LMC in order to join. Any such fees are often minimal.

It is essential that salaried GPs are represented at a local level. Many LMCs already represent salaried GPs and have salaried GP members. The GPC is also working with LMCs to ensure that proper representation and involvement is available throughout the UK. Salaried GPs are encouraged to contact their LMC to find out how to become involved and to ensure that they are on their LMC’s mailing list.

The BMA works closely with LMCs, and contact details for your LMC can be found on the BMA website. Membership of the BMA is distinct from that of the LMC, so please ensure that your LMC has your contact details.

4.2 Local Negotiating Committees

The BMA supports BMA accredited Local Negotiating Committees (LNCs) in PCOs by taking part in and advising on local negotiations. This is often done in conjunction with LMCs. Where constituted, LNCs can represent salaried GPs on general issues relating to the PCO.

4.3 Local sessional GP groups

There are a number of local groups of salaried and locum GPs throughout the UK. These tend to be a good forum for networking with colleagues as well as being supportive and offering opportunities for educational development.
5. BMA support to individual members

Individual expert advice and support on employment contractual matters is available to BMA members.

For salaried GP members this includes an employment contract checking service as well as advice on their terms and conditions of service and pension matters arising from the operation of an employment contract. The BMA also provides representation at grievance hearings and disciplinary hearings as well as externally before employment tribunals and the civil courts.

GP members who are employers can obtain advice on drawing up contracts of employment for staff, including terms and conditions of service and pension matters. They can also receive advice and representation on matters arising out of the day-to-day operation of the employment relationship with staff.

Contact details of the BMA are set out on the back cover.
Chapter 3
Who is a salaried GP and who is their employer

This chapter covers how a salaried GP is defined, the different types of employer and the various working methods/options for salaried GPs. It also includes some suggested initial steps that a salaried GP should take on being offered a post.

All aspects of this chapter are relevant to salaried GPs. Sections 1 to 3 are relevant to GP employers.

1. Definition of a salaried GP

1.1 Who is a salaried GP?
An NHS salaried GP is a fully-qualified GP who is employed by a practice, a PCO or alternative provider of medical services (APMS).

A salaried GP has a contract of employment with their employer (a contract of service) and, by virtue of being an employee, accrues employment rights including the right to a regular salary. More details of these rights are set out in chapters 6 to 10 and 12 to 20.

1.2 Distinction between a GP contractor and a salaried GP
A GP contractor (eg single-handed GP or GP partner) holds a contract for services with the PCO. The contractor is not an employee of the PCO, and is responsible for the management of the GP practice together with any partners. The contractor benefits from the profits made by the practice, and also will generally have the autonomy of deciding how the practice will be run. The disadvantages though are that the contractor has the burden of ensuring that the practice runs smoothly, including contracting with suppliers, ensuring adequate premises, and perhaps by employing staff and so having to pay their wages, etc. The contractor may also be liable if the contract with the PCO is breached.

There are often several GP (and sometimes non-GP) contractors in a practice who join together to operate as a partnership. The advantages
of a partnership are that it can allow additional capital to be invested in the practice, and it gains the experience from each partner. However, it is important to remember that the partners are jointly and severally liable for the partnership’s actions, unless it is stated otherwise in a written partnership agreement. Alternative business models, such as limited liability partnerships and limited companies, are available too.

In contrast, a salaried GP does not receive a share of the profits (unless this is agreed and/or written into the employment contract) and will also not have the final say on how the practice is run. However, the salaried GP does not have to invest financially in the practice and does not risk being personally liable to any creditors or other claimants.

Some practices offer fixed-salary partnerships (sometimes called ‘salaried partners’). These appointments may not be a partnership at all, but could be classified as employment. As employees have specific statutory rights, it is imperative for GP partners and new recruits to be clear about what is being offered and to seek early advice from the BMA.

1.3 Distinction between a salaried GP and locum GP

A locum GP has a contract for services with a contractor or PCO. The way that locum GPs undertake their work varies: it ranges from locum GPs who provide cover for a specified period (e.g., to cover for maternity leave), to those who work on a freelance basis, such as working for different practices on a daily basis. Locum GPs are paid a fee for their work. Unlike salaried GPs, a locum GP is not an employee and does not receive any holiday pay, sick pay or maternity pay. They also do not have any employment protection, unless they take out their own personal insurance.

The distinction between a locum GP and a salaried GP can become blurred when a locum is in a practice on a long-term basis. Different factors will need to be considered in determining whether a locum is actually an employee, including the amount of control that the practice has over the ‘locum’, and whether sick leave and/or annual leave is paid. Employers and ‘locum’ GPs are urged to contact the BMA for individual advice on their situation.
Whether a locum GP is regarded as an employee for tax purposes by Her Majesty’s Revenue and Customs (HMRC) is a separate issue. This is not covered in this handbook, but advice on this can be obtained by contacting the BMA.

1.4 Advantages of being a salaried GP
Where a salaried GP has a supportive employer and colleagues and is employed on appropriate terms and conditions of employment, with a clear job plan and with a salary which reflects their work, skills and experience then the advantages of being a salaried GP are many. However, unfortunately, some salaried GPs do not work in such an environment. Thus the advantages of being a salaried GP will depend on the employment conditions.

‘What’s good about being a salaried GP? Being able to focus entirely on patients without competing demands of managing staff, premises and finances; having a well-defined job with boundaries to help you juggle your family; having protected time for CPD; having the freedom to move on if the place doesn’t feel right for you.’ – quote from a salaried GP in Newcastle

‘Being a salaried GP allows you full clinical control without having to be involved in staff issues or practice finance.’ – quote from a salaried GP in Manchester

2. Types of employer
Salaried GPs can be employed directly by a PCO, by a practice, or by a private provider of NHS care. Salaried GPs can also be employed by a private practice to provide solely private care; although as this option is outside of the NHS it will not be dealt with in this handbook.

2.1 PCO employer
If the employer is a PCO and the salaried GP is employed after 1 April 2004 then they must be employed on at least the model salaried GP
contract terms. The PCO will allocate the salaried GP to one or more places of work (which will usually be a GP practice run by the PCO). The PCO should set out the normal working hours and duties in a job plan, and should also specify who the salaried GP is to report to on a daily basis.

PCOs tend to base their salary on the DDRB salary range. Therefore while there is a minimum salary (£53,429 as at 2009-10), there is also often a top level (£80,355 as at 2009-10) imposed. Salaried GPs may though be able to negotiate improved pay arrangements depending on the role (including responsibilities) and their qualifications and experience.

### 2.2 Practice employer

As is the case for a PCO-employed GP, if employed by a GMS practice then the practice must offer the salaried GP at least the model salaried GP contract terms and conditions. However, those employed before 1 April 2004 or by a non-GMS practice can be offered alternative terms. It is therefore imperative for the salaried GP to check a potential new employer’s status and to seek confirmation as to the terms being offered.

Salaried GPs are usually based in one practice (unless the practice has branch surgeries), and the employer may be in the practice on a daily basis. Most practices have since 2004 opted out of providing out-of-hours services, and so salaried GPs have not normally been expected to work outside of the core surgery hours of 8.00am to 6.30pm, Monday to Friday. However, with some practices now providing extended hours it is possible that existing salaried GPs in such practices will be asked to change their normal working hours and new salaried GPs asked to work before 8.00am or beyond 6.30pm during the week, or on a Saturday. Further guidance on hours of work is set out in chapter 8.

In terms of the content of the work to be undertaken, this will depend largely on the agreed job plan. It is normal for the salaried GP to undertake standard GP work, such as seeing and treating patients and
referring as appropriate. However, some GPs may be employed to undertake NHS GP work as well as work for which the practice receives a separate fee.

2.3 Private provider of NHS care employer
Alternative providers of NHS primary care (such as external private providers) are now recruiting salaried GPs. Such providers are not obliged to offer the model salaried GP contract. Therefore once again it is vital that salaried GPs enquire as to the contractual terms being offered. More details on this are set out in chapters 6 to 10 and 12 to 20.

3. Methods of working
There are opportunities to work on a less than full-time and flexible basis, and also to undertake a variety of work. A salaried GP’s hours of work and the type of work that they will be expected to do should be determined at the outset and set out in an agreed job plan.

Examples of the different ways of working are set out below:

3.1 GPs with special interest
As practices have the opportunity to take on additional and/or enhanced primary medical services and to gain additional revenue through the Quality and Outcomes Framework, salaried GPs who have a special interest can be particularly valuable. Practices are encouraged to utilise these skills to enhance the services provided to patients and the funding available to the practice. Indeed some practices pay for their GPs to attend courses to acquire special interest skills. See chapter 23 for further details.

3.2 Out-of-hours salaried GPs
A salaried GP may be employed by a PCO or a private provider to work at specified times which fall within the out-of-hours period (namely within the hours of 6.30pm to 8.00am Monday to Friday, weekends and public holidays). These GPs have the disadvantage of working unsocial hours (although the hours may suit their personal circumstances), but in return should be able to receive the benefit of an enhanced salary.
Out-of-hours GPs who are employed by a PCO also have the advantage of the model salaried GP contract terms, although some private providers may be willing to offer such terms in order to attract the right candidates.

3.3 GP retainer scheme
The GP retainer scheme is available to enable GPs, who because of their personal circumstances can only work a limited number of hours per week, to remain up to date and further develop their skills. It does this by providing the qualified GP with employment and training. Further details on the scheme are set out in chapter 22.

3.4 Flexible Career Scheme
The Flexible Careers Scheme (FCS) operated in England only. It was similar to the GP retainer scheme in that it was intended to allow GPs who could only work limited sessions in general practice to do so and to receive a specified amount of protected education time. However, in contrast to the retainer scheme, the FCS was more flexible. It allowed FCS GPs to work extra hours and to undertake locum work.

Unfortunately due to the Government withdrawing central funding for the scheme and despite BMA action against this, no new FCS GP posts are available. Information for GPs currently on the FCS is provided in chapter 21.
Chapter 4
Key steps for salaried GPs and employers

This chapter covers provides a checklist of suggested steps that a salaried GP should take on being offered a post (and these can also be used generally by existing salaried GPs). It also provides a checklist for GP employers on taking on a new salaried GP (and for reviewing the employment procedures in place for an existing salaried GP).

Section 1 of this chapter is relevant to salaried GPs.
Section 2 is relevant to GP employers.

1. Checklist for salaried GPs

The initial key steps a salaried GP should take to ensure that being a salaried GP works for them are:

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<thead>
<tr>
<th>Step</th>
<th>Details</th>
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<tbody>
<tr>
<td>Before accepting a post, ask to be shown around the practice and meet the partners and the other staff to get an idea of your new working environment</td>
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<tr>
<td>Discuss in advance the type of work you will be undertaking and your role within the practice. (A good employer will seek, where appropriate, to involve the salaried GP in practice and educational team meetings. Where there is a part-time salaried GP, such a practice will look to hold these meetings at times that are convenient for, and during the normal working hours of that GP.)</td>
<td></td>
</tr>
<tr>
<td>Agree your salary and ensure that this is written into your contract of employment (More details about salary is set out in chapter 7)</td>
<td></td>
</tr>
<tr>
<td>If the employer is an Alternative Provider of Medical Services (APMS) then check whether they are an ‘NHS employer’ for NHS pension scheme purpose (More details about pensions is set out in chapter 20)</td>
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</tbody>
</table>
Ensure you have a written employment contract and that it contains satisfactory terms and conditions. (More details on this are set out in chapter 6. The BMA provides its members with a free contract checking service which salaried GPs should take advantage of as soon as they are offered a new job and receive their contract.)

Ensure that you receive an acceptable job plan from the employer, and that this covers your hours of work and continuing professional development time. (More details about hours of work and job plans are set out in chapter 8.)

When in post, seek informal regular meetings with the employer for two-way communication to review work and involvement in the practice.

For further information about any of these, BMA members should contact the BMA.

2. Checklist for GP employers

Consider the practice’s need for a salaried GP and the skills that you are seeking.

Ensure that any application, interview and selection process is non-discriminatory.

Agree the salary with the successful candidate. (More details about salary are set out in chapter 7.)
Prepare a written statement of particulars and/or written contract of employment to be signed by both parties
(More details on this are set out in chapter 6)

Be clear about the hours of work and role to be undertaken, and prepare a job plan for agreement by the salaried GP

Have clear disciplinary, dismissal and grievance procedures and ensure that these are communicated to the salaried GP
(More details on these, and how to avoid legal claims is set out in chapters 17 and 18)

Review the salaried GP’s performance through an in-house performance review
(More details on IHPRs are set out in chapter 11)

Provide regular feedback to salaried GPs, and ideally involve them in practice and educational team meetings.
(Where there is a part-time salaried GP, look to hold these meetings at times that are convenient for, and during the normal working hours of that GP)

For further information about any of these, BMA members should contact the BMA.
Chapter 5
Eligibility to work as a salaried GP

This chapter is particularly relevant to salaried GPs.

1. What you need to have to work as a salaried GP
Salaried GPs are fully-qualified GPs. To demonstrate this, a doctor’s name must be included on the GMC’s GP Register. In addition to work as a GP, the GP’s name must be on the Performers List of a PCO in the country in which he/she wishes to work.

The following are the steps that a salaried GP should take:

1.1 GMC GP Register
Check that you are included on the GMC’s GP Register by contacting the GMC directly (telephone: 0161 923 6602). If your name is not already included then you should apply for this. It is a free of charge service.

1.2 GMC licence to practise
On 16 November 2009, the GMC introduced the licence to practise. In 2009, all doctors registered with the GMC were asked to confirm that they wished to be licensed. For those who responded positively, you should have received written confirmation from the GMC; the GMC is not issuing a licence certificate or card.

The licence will need to be renewed, and this will be on a five-yearly basis once revalidation is introduced (see chapter 11, section 3 for more details about revalidation).

1.3 PCO Performers List
Apply to be on a PCO’s Performers List. It is recommended that you apply to the PCO in the area where you will be (or are likely to be) working. To work in England, Wales and Northern Ireland you can only be on one PCO’s Performers List at a time, unless you also wish to work in one of the other three countries in which case you will need to be on a List there too. In Scotland, GPs are required to be on the Performers List of each Health Board in whose area they wish to work (although
following requests from the Scottish GPC, the Scottish Government Health Directorate is currently reviewing this).

If you are moving areas, you can **apply** to be on a new List while still remaining on your current List – but note the point above about only being included on one List at a time in England, Wales and Northern Ireland.

You are encouraged to apply to the PCO well in advance of the start date of your new post. Applying for the Performers List can be time consuming. This is particularly so as you will need an enhanced Criminal Records Bureau (CRB) check or equivalent (except that in Scotland the need for this is not obligatory). If you have previously had such a check, then the PCO should be willing to accept this. However, it is still best to check with the PCO.

To join a Performers List in order to become a salaried GP, an application must be made in writing to the PCO and include the following:

- full name; sex; date of birth; private address and telephone number
- a declaration that you are a fully registered medical practitioner
- a declaration that you are accredited as a GP, including the date of inclusion;
- medical qualifications; professional registration number; date of first registration; where they were obtained (with evidence)
- professional experience separated into experience in general practice, hospital appointments and ‘other’. This must include full supporting particulars including chronological details of professional experience (including the starting and finishing dates of each appointment together with an explanation of any gaps between appointments), and an explanation of why you were dismissed from any post
- names and addresses of two clinical references relating to two recent posts, which lasted at least three months without a significant break. Where it is not possible to provide this, you should give a full explanation to the PCO with the names and addresses of alternative referees
- whether you are a contractor (eg hold a contract to provide services
with a PCO – which is different from being a salaried GP employed by a PCO; see chapter 3)

- whether you are an armed forces GP
- whether you have any outstanding application, including a deferred application, to be included in a Performers List or other list (including to a body corporate) and, if so, particulars of that application
- details of any List or equivalent list (including any application relation to a body corporate) from which you have been removed or contingently removed, or to which you have been refused admission or in which you have been conditionally included, with an explanation as to why
- information about criminal convictions; current or pending criminal investigations
- details of past adverse findings, or current investigations, by regulatory, NHS bodies, employers or partnerships
- consent to a request being made by the PCO to any current or former employer, licensing, regulatory or other body in the United Kingdom or elsewhere, for information relating to a current investigation, or an investigation where the outcome was adverse, to you or a body corporate
- if the PCO finds that the information, references or documentation supplied are not sufficient for it to decide upon the application, such further information, references or documentation as may reasonably be required in order to make a decision
- details of similar information relating to involvement with a body corporate.

A doctor can appeal if his/her application is refused or if they are subsequently removed, unless a mandatory refusal applies (eg the doctor has been convicted of murder). For further details about appealing, please contact the BMA.

Once a salaried GP is on a List, they are required to:

- work in that area on at least one occasion during a 12-month period (although if the salaried GP is on maternity leave, this requirement should be overlooked by the PCO)
- undertake an annual NHS appraisal
inform the PCO of any change of contact address
inform the PCO of any material changes to the information provided in the application
cooperate with an assessment by the National Clinical Assessment Service (NCAS) when requested to do so by the PCO
supply an enhanced CRB certificate or equivalent in relation to themselves if the PCO requests this with reasonable cause.

Failure to meet these requirements could result in the salaried GP being removed from the List and therefore ineligible to work as a GP (unless re-included or subsequently included on another List).

1.4 Vetting and Barring Scheme
This explains the steps that salaried GPs need to take to ensure that they comply with the Safeguarding Vulnerable Groups Act 2006. At the time of writing, it applies only to GPs in England, Wales and Northern Ireland.

The following is the timetable for the implementation of the 2006 Act as it applies to salaried GPs.
From 12 October 2009 | It will be a criminal offence to seek or undertake work as a salaried GP if you are on a barred Independent Safeguarding Authority (ISA) list (e.g. what was the Protection of Vulnerable Adults (PoVA) and Protection of Children Act (PoCA) list). It is understood that most individuals would be aware if they were on such a list.

From 26 July 2010 | Salaried GPs in a new post may apply for ISA registration, but it will not be mandatory. From this date, ISA registration and an enhanced CRB check may be applied for using one form. GPs can apply for this through an umbrella body; your PCO should be able to provide you with details of the body.

From November 2010 | Registration will become mandatory for those starting a new salaried GP post. It will be a criminal offence to start such a new post without being ISA registered.

From 1 April 2011 | Salaried GPs in post who have never had a CRB check can start to apply for ISA registration. An enhanced CRB check can be applied for with ISA registration on one form. It is however unlikely that any GP will fall into this category given that most have sought a CRB check in order to be included on a PCO’s Performers List.

From January 2012 | Salaried GPs in post who have had a CRB check three or more years ago can start to apply for ISA registration.

By 25 July 2015 | All Salaried GPs will need to be ISA registered.

Further guidance on the Vetting and Barring Scheme is available on the BMA website.
2. Returning to general practice
Some GPs will have taken a career break for family or personal reasons. The BMA wants to see returning doctors being fully supported, and has highlighted to the Departments of Health the benefits (including the cost effectiveness) of providing financial support to these doctors. However, the level of local funding and support available differs between regions and countries.

Further details about this, as well as guidance on returning to general practice (including salary and contracts of employment) is contained in chapter 24.
Chapter 6
Contracts of employment

This chapter covers the statutory written statement of particulars of employment (see section 1 below), and the use of a written contract of employment (see section 2 below).

This chapter is relevant to both salaried GPs and their employers, although section 2 will apply in parts depending on the type of contract being offered and/or the type of employer.

BMA members should obtain advice from the BMA before entering into a contract.

All salaried GPs have a contract of employment by virtue of working as an employee with an employer. This contract may be implied, be only an oral contract, or it may be in the form of a written contract of employment. The latter is the ideal and should be comprehensive in its scope. It will then be clear to both parties (and if necessary to an employment tribunal) as to the agreed terms.

1. Written statement of particulars of employment
An employer has a legal duty to provide a salaried GP with a written statement of particulars within two months of the GP starting work provided that the employment lasts for one month or more. This statement must contain all of the following:

(i). the names of the employer and the employee
(ii). the date when the employment began
(iii). the date when the period of continuous employment began (see below for further details)
(iv). remuneration and the intervals at which it is to be paid
(v). hours of work
(vi). holiday entitlement
(vii). job title or a brief job description
(viii). either the place of work or, if the employee is required or allowed to work in more than one location, an indication of this and of the employer’s address
(ix). entitlement to sick leave, including any entitlement to sick pay
(x). pensions and pension schemes
(xi). details of the employer’s disciplinary, dismissal and grievance
    procedures, and any further steps which arise from this
(xii). the entitlement of the employer and employee to notice of
    termination
(xiii). where the post is not permanent, the period for which the
    employment is expected to continue or, if it is for a fixed term,
    the date when it is to end
(xiv). details of any relevant collective agreements which directly affect
    the terms and conditions of the employee’s employment
(xv). if an employee is normally employed in the UK, but will be
    required to work abroad for the same employer for a period of
    more than one month, specific details about this.

Some of the above, particularly (xiv) and (xv) will not normally apply to
salaried GPs. Nevertheless the written statement must indicate that there
are no particulars that apply to that item.

The particulars in (i) to (viii) must be set out in a single document. The
particulars of (ix) to (xi) can be set out in another document, such as an
employer’s handbook, provided that this is noted in the written
statement and the external document is reasonably accessible to the
salaried GP. The requirement to provide details of notice of termination
(at xii above) may be satisfied by a reference to the relevant legislation,
and while unlikely to be relevant to salaried GPs it could be satisfied by
reference to a relevant collective agreement, which is reasonably
accessible by the employee.

The employer can include all the above necessary information in a
written contract of employment (which must be provided within the
timeframe). This will remove the need to produce a separate written
statement of particulars.

If the employer does not provide the salaried GP with such a written
statement of particulars or provides an inaccurate written statement,
then the salaried GP may ultimately enforce this through an employment tribunal. In the first instance, though, it is advisable for the salaried GP to seek expert advice from the BMA and, following this, to approach their employer noting the statutory entitlement to have the statement. The salaried GP would have a claim to an automatic unfair dismissal (regardless of length of service) if he or she were dismissed as a result of seeking to enforce their statutory rights in this regard.

In addition, the employer is required to provide its salaried GPs with written notification of whenever a change is made to one of the written statement particulars. This notification must contain explicit details of the change, except that changes in sick leave and pay entitlement, pensions, disciplinary and grievance procedures may be given by reference to some other document which is reasonably accessible to the salaried GP. Also, changes in the entitlement to termination notice may be given by reference to relevant legislation; again which the salaried GP must have a reasonable opportunity of reading or accessing during the course of his or her employment.

The notification of any change must be given at the earliest opportunity or, at the latest, within one month of the change occurring. However, this does not mean that an employer can unilaterally change a contract. These changes must have been negotiated and agreed between the employer and the salaried GP.

2. A written contract of employment

In addition to the written statement of particulars (as noted above), the BMA strongly advises that a written contract of employment is issued and agreed prior to a new job being started. A properly written contract will set out the agreed rights and obligations of both the employer and the employee. Furthermore, the written contract can be relied upon in case of a dispute, which is particularly useful if a dispute is to be resolved by an external body.

Since 1 April 2004, GMS practices and PCOs have been obliged to offer a written contract to new salaried GPs in line with the model salaried GP
contract. However, PMS practices and APMS employers are not under the same obligation.

### 2.1 Model salaried GP contract

The model contract for salaried GPs was negotiated between the BMA’s General Practitioners Committee and the NHS Confederation to come into force on 1 April 2004 in order to provide enhanced terms and conditions for salaried GPs.

Throughout this handbook the benefits of the main terms of the model contract will be highlighted.

The inside of the front cover defines what is meant by the ‘model salaried GP contract’ as referred to in this handbook.

The model contract comprises of two parts: the model offer letter and the model/minimum terms and conditions. While virtually identical, there are also two model letters and two terms and conditions – one set for a GMS employed GP and one for a PCO employed GP. The model contract for salaried GPs employed by a GMS practice is at appendix B. As the PCO model salaried GP contract is similar to the GMS model contract, the PCO model has not been reproduced here. Both model contracts are available for downloading from the BMA website.

#### 2.1.1 Need for compliance with the model contract

The model contract applies to all salaried GPs whose employment with a GMS practice or PCO started on or after 1 April 2004. Such doctors should be offered the model contract or at least terms which are no less favourable.

With regard to GMS practices, they must offer no less favourable terms to a salaried GP because this is normally a requirement of the agreement that they have with the PCO. Indeed, the PCO are under a statutory duty to include this requirement in the agreement.
The following wording is contained in the National Health Service (General Medical Services Contracts) Regulations 2004 for England, Wales and Scotland, and in the Health and Personal Social Services (GMS Contracts) Regulations (Northern Ireland) 2004 for Northern Ireland:

‘The contractor shall only offer employment to a general medical practitioner on terms and conditions which are no less favourable than those contained in the “Model terms and conditions of service for a salaried general practitioner employed by a GMS practice” published by the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the new GMS contract 2003.’

This wording is reflected in the standard PCO contract with GMS providers:

‘The Contractor shall only offer employment to a general medical practitioner on terms and conditions which are no less favourable than those contained in the “Model terms and conditions of service for a salaried general practitioner employed by a GMS practice” published by the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the new GMS contract 2003.’

If a GMS practice fails to comply with this then they will be in breach of their contract with the PCO. As a result the ultimate sanction is the withdrawal by the PCO of the practice’s GMS provider contract – as set out in the above Regulations. However, see section 2.1.2 below on ways that the model contract may be altered.

PCOs, as employers of salaried GPs, are also obliged to offer at least the model contract and if this is not adhered to then ultimately an instruction can be sent from the relevant Health Department.
The BMA can assist GMS and PCO employed GPs in obtaining the model contract, and if the matter cannot be resolved locally, then more central action will be pursued.

2.1.2 Altering the model contract
It is certainly possible for employers to offer improved terms and conditions since these will be no less favourable to the model contract. Employers may wish to do this in order to aid recruitment and retention.

It may also be possible for a GMS or PCO employer to alter the model contract to the detriment of some terms in return for others being greatly enhanced – provided that the overall effect is that the contract offered is no less favourable than the model. It might therefore be possible, for example, to reduce the protected CPD sessions in the model contract in favour of an increase in salary; although there is currently no legal precedent which accepts this. However, it is likely to be more difficult to dilute certain other parts of the contract – such as the continuity of service, maternity, sickness and/or redundancy provisions - by offering a higher salary. This is because it is difficult to quantify the value of such terms since their value is often not realised until the salaried GP needs to rely upon them.

It is possible for both parties mutually to agree a variation to the model contract. This is because the requirement on the employer is to ‘offer’ terms and conditions no less favourable. It does not prevent the parties then agreeing to a variation. This means that the agreement must have been without threat; a requirement to accept altered terms or else be dismissed would be unacceptable.

2.1.3 BMA assistance
If you are a BMA member, the BMA will check your employment contract to see if and how it compares with the model salaried GP contract. This is a particularly important service for all salaried GPs (regardless of their employer), who are encouraged to take advantage of this service before signing an employment contract. It is advisable to rectify any contractual problems before the contract is in force.
Expert individual advice is also available from the BMA to salaried GPs who have not been offered the model contract.

For these support services, please contact the BMA. Contact details for the BMA are set out on the back cover.

2.2 Flexible Career Scheme and GP retainer scheme model contracts
The BMA has produced separate model contracts for GPs employed under the Flexible Career Scheme and the GP retainer scheme. These models are based on the salaried GP model contract. Details of these schemes are set out in chapters 21 and 22, and more information on the appropriate employment contract for GP retainees is provided in chapter 22.

2.3 Salaried GPs not covered by the model contracts
The BMA recommends that all salaried GPs, regardless of employer or the employment commencement date, should be employed on terms and conditions of service that are no less favourable than the model salaried GP contract. This will ensure that employers will not face a discrimination claim (eg under the Part Time Workers Regulations or sex discrimination legislation) which may occur if an employer uses different terms and conditions of employment for each salaried GP. It will also help to ensure good recruitment and retention of staff.

As previously noted, there is no obligation for PMS or APMS employers to offer the model contract. Some employers are, however, recognising the value of the model contract in terms of a recruitment and retention tool and so are providing this, or at least using it as a benchmark for their own version

As a minimum, PMS and APMS employers must provide a written statement of particulars (see section 1 above). Their salaried GPs should also receive a written contract of employment. For a guide to the terms that the contract may cover, please do refer to the model contract at appendix B.
2.3.1 BMA assistance
The BMA also provides a contract checking service for PMS and APMS salaried GPs. BMA members are encouraged to take advantage of this service. Please contact the BMA; for contact details please see the back cover.
Chapter 7
Salary

A competitive salary is vital to attract, reward and retain valuable staff. The exact salary to be paid, together with incremental uplifts and annual increases are often areas of negotiation between the parties.

Sections 1 and 2 are relevant to both salaried GPs and their employers, although which section is relevant will depend upon the contract being offered and/or the type of employer.

Section 3 is relevant to salaried GPs.

1. GPs employed under the model salaried GP contract

1.1 Minimum salary
For salaried GPs employed under the model salaried GP contract, the salary range set out by the Doctors and Dentists Review Body (DDRB) applies. This states that the minimum annual salary for a full-time salaried GP working 37.5 hours per week is £53,429 for 2009-10 (plus London weighting for those working in London). For a doctor working less than full time, this salary is calculated on a pro rata basis (eg if working 20 hours per week then the minimum salary would be £28,490).

While the DDRB pay range for salaried GPs goes up to £80,355 for 2009-10, it is recognised that there is no upper limit. This means that employers are able to award a higher salary.

Guidance for salaried GPs on how to negotiate their salary is set out in section 3 below.

1.2 Annual uplift
In addition, the salary must be uplifted annually at least in line with the DDRB recommended increase. The uplift for 2009-10 was 1.5 per cent and was effective from 1 April 2009. There is likely to be a further uplift from 1 April 2010. Details of previous uplifts are set out below. Please note that the minimum salary detailed in section 1.1 above takes into account these uplifts to 30 March 2010.
1.3 Pay spine

There is no nationally agreed pay spine on which salaried GPs should be placed. However, we are aware that some employers, namely some PCOs, have developed their own spines. Since the spines do vary, it is important for salaried GPs to consider carefully whether their employer’s or proposed employer’s pay spine is suitable for their circumstances.

1.4 Incremental increase

Whether or not a formal pay spine is in place, under the model salaried GP contract employers are required to provide their salaried GPs with an annual incremental pay increase. This may be in the form of a percentage increase or a set amount, and the rate of the increment is to be determined by the employer and salaried GP. This is in addition to the annual uplift referred to above, and is often awarded to recognise the salaried GP’s experience in that role.

However, it should be noted that incremental increases which pay more based on years of service may be deemed to be age discriminatory. In order to help to avoid this, we recommend that employers agree to pay an additional percentage increase on top of the DDRB annual uplift. Thus the same percentage increase is then paid to all salaried GPs regardless of years of experience.

1.5 Bonus payments

While it is not a requirement of the model salaried GP contract, some employers award a bonus payment. This could be to recognise a salaried
GP's contribution to achieving Quality and Outcome (QoF) points or other added value which they bring to the practice. Such bonus payments could be made at different intervals (eg quarterly or annually).

Employers should be aware that the awarding of bonus payments, without them being included in the written contract of employment, could still be held to have become incorporated into the contract. It is therefore important for the employer to seek individual advice from the BMA on this.

1.6 Seniority pay
The model salaried GP contract does not provide for a separate payment recognising seniority.

Some employers insert a clause into the contract which provides for a payment to be made based on length of NHS service, which may mirror the seniority payment for GP providers set out in the Statement of Financial Entitlements (SFE). However, under the SFE no seniority payment can be made to, or reclaimed for, salaried GPs. Thus any such payment would be met solely by the employer. It should also be noted that there is concern that a payment based on length of service may be held to be age discriminatory, although at this stage there is no legal precedent to support this concern.

Alternatively, recognition of experience and skills could be included as part of the basic salary provided that this was applied equally to all salaried GPs (and possibly also to other similar staff).

2. Those not employed under the model salaried GP contract

2.1 Minimum salary
As the minimum, the Minimum Wage Regulations will apply which means that the salaried GP must be paid at least £5.80 per hour (based on the minimum wage for those aged 22 years and over from October 2009 to October 2010). As this does not reflect the qualifications or work of a salaried GP, the BMA does not recommend such a low payment. It is
merely noted here to show that this is the statutory national minimum for all workers, including unskilled workers.

Given that the model salaried GP contract provides for a salary of no less than £53,429 for a full-time salaried GP in 2009-10, this could be used as a guideline. This is however considered to be the bare minimum for that group.

Guidance for salaried GPs on how to negotiate their salary is set out in section 3 below.

2.2 Annual uplift
The salary should ideally be uplifted annually to reflect cost of living increases. This can be achieved by the annual salaried GP DDRB uplift (see section 1.2 above) or at least an inflationary uplift being awarded on 1 April each year. The mechanism to be used for determining an annual uplift should be set out in the written contract.

2.3 Pay spine
Please see the guidance in section 1.3 above.

2.4 Incremental increase
An incremental salary increase generally recognises a salaried GP’s experience and commitment. It is normally paid annually and can be additional to an annual inflationary or DDRB uplift. For further details please see section 1.4 above which details how it applies to those employed under the model salaried GP contract.

However, please note the concerns about incremental increases and how to avoid claims of discrimination in section 1.4 above.

2.5 Bonus payments
Please see the guidance in section 1.5 above.
2.6 Seniority pay
Please see the guidance in section 1.6 above.

3. Factors to consider when negotiating salary
While there is a basic minimum salary for those employed under the model salaried GP contract, the exact salary for all GPs is a matter of negotiation between the salaried GP and the employer.

In negotiating salary, the following factors may be influential:
• the length of the GP's previous NHS service (this includes hospital based work)
• the length of previous GP service (this includes work as a GP locum, GP principal/provider, GP retainer, flexible career scheme GP, salaried GP, etc)
• the type of work previously undertaken
• qualifications (eg MRCGP or specialist accreditation)
• the type of work which the GP will be required to undertake in the salaried GP post
• the hours of work and the composition of the job plan in the salaried GP post
• whether the salaried GP will be required to work any additional hours or sessions, for example to cover absent colleagues, possible teaching sessions or to attend practice meetings if held outside your normal working hours
• whether the salaried GP will be required to undertaken any unsocial hours and/or out-of-hours work
• whether mileage incurred as part of duties is taken into account
• whether additional expenses incurred by the salaried GP are taken into account, eg medical defence organisation subscriptions, BMA and/or Royal College of General Practitioners (RCGP) membership fees and mobile phone costs for work related calls
• whether the employer contributes to the LMC levy. If the employer does contribute then the salaried GP is an LMC member. If the employer does not contribute, then the salaried GP may be required to make an individual membership payment to the LMC in order to
be a member, and this should be taken into account when negotiating salary
• whether the salaried GP will receive paid study leave and/or funding for course fees
• market forces (i.e., the demand for salaried GPs in the area, as well as the supply of potential salaried GPs)
• the cost of living in the area
• whether the salaried GP is to receive a bonus payment, and if so how much
• how the salary will be increased each year.

Given that every GP has different experience and every post has a different set of requirements and job specification, it is impossible for the BMA to advise on the exact salary that a GP can expect to achieve. Nonetheless we would strongly advise the salaried GP not to undersell themselves and to weigh up different offers before making a final decision.
Chapter 8
Hours of work and job planning

This chapter covers the statutory and contractual requirements on hours of work (see sections 1.1 to 1.5 below), and how hours of work can be varied with the steps to be taken by both sides (section 1.6 below). It also deals with the benefits of and content of a job plan (see section 2 below).

All aspects of this chapter are relevant to salaried GPs and their employers.

1. Hours of work

1.1 Statutory requirements: Working Time Regulations


1.1.1 Working week limit

All salaried GPs can take advantage of the statutory 48-hour limit for an average working week. This is averaged out over a reference period of 17 weeks and includes work outside of the employing practice. Employers are required to ensure that their employees do not exceed the 48-hour maximum. If this is breached then a claim can be brought against the employer by the salaried GP through an employment tribunal, and action may even be taken by the Health and Safety Executive or the Department of Business and Enterprise (DBERR).

If a salaried GP wishes to work longer than an average of 48 hours per week, for example due to working for another employer, then they can opt out by signing an individual waiver form and forwarding this to their employer. However, the employer cannot force a salaried GP to opt out of the 48-hour maximum. The employer in return must keep a record of all employees who have opted out. The salaried GP may opt in again, but must give the employer three months’ notice.
1.1.2 Night workers
A night worker is defined as working on average three or more hours between the hours of 11pm and 5am. The average is again based on a reference period of 17 weeks.

If a salaried GP works at night (ie is a night worker as defined above), then he or she must not be allowed to work more than eight hours per 24-hour period based on a reference period of 17 weeks. It is not possible to opt out of these requirements.

Night workers also have the right to receive a free health assessment before starting the post, and also to have this assessment at regular intervals.

1.1.3 Rest periods
Salaried GPs, as employees, have the right to the following:
• 11 consecutive hours rest per 24-hour period
• a weekly uninterrupted rest period of 24 hours, or every fortnight an uninterrupted rest period of 48 hours
• a minimum uninterrupted 20 minutes rest break in one block where the working day is longer than six hours. The salaried GP is entitled to spend this time away from his workstation (eg desk/consulting room). This must be taken off during the day; it cannot be taken off one end of the working day.

It is not possible for a salaried GP to opt out of the entitlement to these rest periods.

1.2 Sex discrimination and flexible working
Employers should allow part-time working where appropriate. Otherwise the employer risks a claim of indirect sex discrimination since more women are likely to require part-time working for family reasons. While an employer may have a defence that it is justifiable, this could be difficult to prove if the employer fails to give it due consideration and/or it would objectively be considered that the employer could have made adjustments to allow part-time working.
Employers are also under a duty to consider fully a written request from an employee to work flexibly. Salaried GPs who have 26 weeks’ continuous service with their current employer and who are responsible for the care of a child or children under 16 years of age (or under 18 years of age if the child is disabled) or who are carers of adults may apply to work flexibly. To apply, the salaried GP must put the request in writing, date it, and specify the following:

- that the application is being made under the statutory right to request a flexible working pattern
- that the salaried GP has or expects to have responsibility:
  (a) for the upbringing of a child where the salaried GP is either:
    - the mother, father, adopter, guardian, special guardian, foster parent, private foster carer or granted a residence order in respect of a child; or
    - married to or is the partner of the child’s mother, father, etc (as above) or
  (b) as a carer for an adult who is their spouse, partner, civil partner, relative or person who lives at the same address as them
- the flexible working pattern applied for
- what effect, if any, the salaried GP thinks the proposed change would have on the employer and how, in the salaried GP’s opinion, any such effect might be dealt with
- the date on which it is proposed the change should become effective
- whether a previous application has been made to the employer and, if so when it was made.

Only one application to work flexibly may be made per 12-month period.

The employer has 28 days from the letter to hold a meeting with the salaried GP to discuss the proposal. The salaried GP may be accompanied by a colleague or a trade union representative at this meeting. The employer must consider fully this proposal, and must give a written notice of the decision within 14 days of the meeting. The salaried GP will then have 14 days to appeal the decision. Failure by the employer to comply with this could result in a claim to an employment tribunal.
Salaried GP BMA members are advised to contact the BMA prior to applying to work flexibly to seek further guidance. Also, if any requests to work part-time or to work flexibly have been rejected, it is vital to contact the BMA immediately as there are strict time limits for lodging a complaint with an employment tribunal.

Similarly GP employers who are BMA members should contact the BMA as soon as a request for flexible working is received to ensure the correct procedure is followed.

1.3 Performers List requirements: minimum hours
It is a requirement of remaining on a Performers List that a GP must undertake some NHS GP work in the PCO's area during a 12-month period. Some PCOs are interpreting this to mean that a GP must undertake a minimum of one session or one hour (or more) per week. This is a very wide interpretation of the Performers List Regulations, and is not one that is shared by the BMA. Instead, our interpretation is that provided the GP undertakes some work, say one hour per annum, then they should not be removed from the List.

If a PCO suggests to a salaried GP that he or she will be removed from a List due to insufficient GP work being undertaken, the salaried GP should contact the BMA as a matter of urgency. The BMA can assist in helping to resolve this.

However, undertaking a very limited amount of work could be detrimental to a GP as it may not allow them fully to maintain their skills and therefore could have an adverse impact on their appraisal and reaccreditation.

1.4 Model salaried GP contract
The model contract states that a full-time salaried GP works 37.5 hours per week. It is possible to work less than full time or to work additional hours, with the exact hours being a matter of negotiation between the salaried GP and the employer. The model contract also requires a job plan to be agreed and appended to the contract (see below for more details).
In setting out the full-time hours of work, the model contract states that this is calculated to be nine nominal sessions, with each session being four hours and 10 minutes. In reality a session rarely lasts for such amount of time. Therefore, in determining hours of work, salaried GPs and their employers may prefer to refer to the actual hours or part of hours (rather than nominal sessions) worked.

1.4.1 Overtime
The model contract does allow for overtime to be worked where both parties agree, and if so then the salaried GP is paid on a pro rata basis for the extra time. Salaried GPs may wish to negotiate a higher rate of pay based on, for example, time and a quarter, time and a half or double time to recognise any unsocial overtime hours that they may work.

1.4.2 Job plan
As noted above, it is a requirement of the model contract for the salaried GP and employer to agree a job plan. For details on what should be included in the job plan and how to prepare for this, please see section 2 below.

1.5 GPs not employed on the model salaried GP contract
There are no set hours for a salaried GP who is not employed under the model salaried GP contract. However, the Working Time Regulations (see section 1.1 above) will apply. Provided that these Regulations are met, then the salaried GP's exact hours of work will be a matter of negotiation between the employer and salaried GP. The agreed hours should be stated clearly in the written statement of particulars (which is a statutory requirement – see chapter 6 section 1) and in the written contract of employment.

It is also advisable to agree how any overtime will be rewarded, and to set this out clearly in the written contract of employment.
1.6 Changing hours of work

1.6.1 When can the hours be changed?
An employer may want to change a salaried GP’s hours of work on a permanent basis because, for example, they are looking to extend the practice’s opening hours. While employers cannot unilaterally change a salaried GPs hours without the risk of an action for unfair dismissal being brought against them, it is possible for the terms and conditions (including hours of work) to be changed. There are five main ways in which this may be done:

• By explicit negotiated agreement between the salaried GP and the employer.

• Where agreement is already contained within the contract prior to the change – ie if there is a contractual right to vary the contract. For example, the contract may reserve the right to change the timings of hours of work subject to consultation. If the contract contains such a provision, the employer would not need subsequently to negotiate and agree any change to hours with the salaried GP (although it would be good practice for the employer to do this). It might, however, still be possible for the salaried GP to object to the change if it is excessive or unreasonable. This will depend on the circumstances. To check whether a contract of employment contains such a term, BMA members should send their contract to the BMA for checking. However, it should be noted that there is no contractual right to vary the contract in the model salaried GP contract.

• By collective agreement where the contract specifies that such changes will be incorporated. Again, to check whether a contract of employment contains such a contractual term please send it to the BMA.

• By performance of the contract – if a salaried GP works to the new hours then they could be deemed to have accepted a change by performance. Thus, if a change occurs which a salaried GP is concerned about then the salaried GP needs to clarify with the employer that he/she is not agreeing to the change and should seek further advice from the BMA.

• By the salaried GP being dismissed from their contract and then being offered a new contract on different terms. This would only be
expected to occur in extreme circumstances. The salaried GP does not, however, need to accept the change and may be able to seek legal redress for the dismissal (see chapter 18 for more details).

It is also possible that, where a salaried GP is unable to change his/her hours, the employer may dismiss the salaried GP without re-engaging him/her. As above, this is an extreme measure and legal redress may be available to the salaried GP as a claim of wrongful and/or unfair dismissal (see chapter 18).

1.6.2 How to avoid problems occurring

If an employer is looking to change a salaried GP’s hours of work, the BMA recommends that they have a meaningful discussion with the salaried GP before reaching any decisions. Communication, involvement and engagement are generally the key to practices managing any change successfully. Similarly, salaried GPs should consider the proposal carefully and discuss this with their employer. Below are some key recommended steps to be taken by both parties:

Step 1: Setting out the proposed change

We recommend that the employer should put the details of the proposal in writing so that it is clear and can be considered fully by both sides. This should include all of the following:

- whether the proposal is for an increase in the salaried GP’s working hours or a re-arrangement in working hours
- a range of alternative options to consider (eg in terms of the hours available since some staff may be able to cover different hours)
- whether the new hours will include time for administration
- the impact that the re-arrangement of hours will have on attendance at team meetings and the ability for clinicians to communicate
- details of the support staff that would also be working with the salaried GP during the new hours
- practice security and insurance arrangements that will be in place if the salaried GP is being asked to work late or at weekends
- whether the remuneration will remain the same or will be at a higher rate to take account of any anti-social hours
whether the proposal is for a temporary or a permanent change to working hours
- the timescale for responding to the proposal and what opportunities there will be to discuss this in a meeting.

**Step 2: Consideration of the proposal**
The next step is for the salaried GP to consider the proposals fully. In doing so the salaried GP may find that the proposed change to their hours could work, or be rearranged to work, to their benefit. For example, if the salaried GP can arrange childcare on a Saturday morning, then it may be possible for them to negotiate that they start work later or leave earlier during the week. Alternatively the salaried GP may prefer to start work later in the day and to work later in the evening, for example.

In considering this, the salaried GP should also bear in mind how the proposed change fits in with their professional development aspirations, personal development plan and any actions agreed during their recent in-house performance review (internal appraisal).

Therefore, it is worth the salaried GP at least considering whether it might be suitable and if so how the proposed changes can be made to work for them. Of course, this will not be possible for everyone.

**Step 3: Responding to the proposal**
After considering the proposal, the salaried GP should then carefully consider how to respond. As in any negotiation, listening to the reasons for the change and engaging in the discussion is the key for both parties. There may be parts of the proposal that the salaried GP can support, and other parts which they are unable to or which cause concern. It is important for the salaried GP to be clear about this in responding. For example, the salaried GP may be willing in principle to consider working longer one night a week, but finds the specific hours suggested are impossible. Or the timescale for meeting the change may be too short if, for example, the salaried GP has childcare cover to arrange.
Alternatively the salaried GP may be unable to change working hours at all. The BMA recommends that in the first instance the salaried GP should explain to the employer their reasons for this – for example, for family/childcare reasons.

If the salaried GP cannot accept the proposal as it stands or is unable to accept it at all, then by specifying these reasons when responding may enable the employer to seek other GPs to cover the new hours and/or consider revising their proposals.

**Step 4: Employer’s consideration**
The employer should consider the offer made by, and/or reasons given by, the salaried GP, and review how these can be accommodated.

**1.6.4 If the salaried GP is unable to change their hours and the employer insists on a change**
If the employer is not willing or able to consider changing the proposal, then salaried GP BMA members should contact the BMA immediately for individual expert advice on how to handle the particular situation and to discuss options. Similarly, GP employer members should contact the BMA to ensure that they act within the law and so prevent any negative repercussions.

**1.6.5 If a change to hours of work is accepted**
Salaried GPs who agree to their hours being changed should request a draft revised contract of employment and a draft new job plan. We advise that the salaried GP should have these checked prior to working to the new arrangements. BMA members should contact the BMA immediately so that the proposed revision to their contract and job plan can be checked.

**2. Job plan**

**2.1 Benefits of a job plan**
A job plan sets out the working schedule of a salaried GP. It therefore assists both the salaried GP and the employer.
2.2 Developing and reviewing a job plan
The job plan should be developed collaboratively between the employer and salaried GP. It should be produced and agreed as soon as possible, and ideally before the salaried GP starts work. The job plan should be reviewed annually or when there are any significant changes proposed to the work pattern by either party. Any changes should be made only by mutual agreement.

2.3 Content of the job plan
The job plan should specify the hours that the salaried GP is to work each day. It should also set out or take account of:

i. the daily clinical duties (eg appointments, visits, telephone queries from patients or other health care professionals) – in particular it should make an allowance for patients arriving late, difficult cases requiring more time, and the need for salaried GPs to make urgent referrals

Example A: If the working day is to finish at 5.30pm, then the BMA recommends that the last booked appointment should start earlier than 5.20pm. The last booked appointment should also be set so that it reflects the length of the surgery, when the salaried GP will next be in the practice to act on referrals, and the practice’s policy on patients who attend late for their appointment.

Example B: An estimate should be made of the likely time to be spent on each home visit. On average a visit lasts about 30 minutes, and longer where there is extended travelling time. It is advisable for the employer and salaried GP to agree a maximum weekly number of visits, and where this is extended and cuts into time for administration/paperwork, then additional time should be protected for these tasks at another time during working hours. It is also important for there to be a clear cut-off time when visits become the responsibility for out-of-hours or on-call doctors.
ii. administrative work to be undertaken, bearing in mind that the ratio of clinical work to administrative work is usually in the region of 3:1 for salaried GPs, excluding meetings. If the salaried GP is to perform a specific practice development role, this should be accompanied by a further reduction in the clinical face-to-face time.

iii. specific specialist roles, such as medical student or GP trainee teaching/training/mentoring, and responsibility for particular areas of practice development.

iv. time for practice team meetings.

v. protected time for continuing professional development (CPD) – which could include in-house meetings, private study, time off in lieu for external educational events outside of normal working hours, etc.

vi. the statutory requirement for rest breaks (see section 1.1.3 above).

The job plan must also be realistic in terms of the amount of work that can be achieved during the working hours. GP employers owe an implied duty to take reasonable care for the health and safety of their staff, and also owe a duty of care to their patients. For these reasons it is imperative that salaried GPs are not given unreasonable workloads. Also, when a salaried GP undertakes work, including team meetings and agreed CPD, outside of normal working hours then the way that this will be recognised should be clearly set out in the written employment contract. Where this will result in time off in lieu this should be taken into account in the job plan (eg a change to the start or finish times and so a corresponding reduction in the number of patients to be seen and/or visits to be undertaken).

It is also worthwhile to reflect the salaried GP's particular abilities when drawing up the job plan (for example, experience and clinical and/or management skills). The employer may also wish to aid a working relationship by considering the salaried GP's developmental priorities (eg need for CPD) and external commitments (ie by varying the start and finish times to meet the salaried GP's childcare arrangements).

An example of the factors to consider in preparing a job plan, as well as a job plan diary, is set out on pages 50 to 52.
To be completed separately for each day of the working week:

<table>
<thead>
<tr>
<th>DAY OF THE WEEK</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Start time</td>
<td></td>
</tr>
<tr>
<td>Finish time (and time of last appointment)</td>
<td></td>
</tr>
<tr>
<td>Hours worked this day</td>
<td></td>
</tr>
<tr>
<td>Morning surgery: number of patients, time of first and last appointments</td>
<td></td>
</tr>
<tr>
<td>Afternoon surgery: number of patients, time of first and last appointments</td>
<td></td>
</tr>
<tr>
<td>Number of visits</td>
<td></td>
</tr>
<tr>
<td>Time for administration and whether includes correspondence/prescriptions not addressed to the salaried GP</td>
<td></td>
</tr>
<tr>
<td>Meetings: start and finish time</td>
<td></td>
</tr>
<tr>
<td>Comments: eg adjustments to workload to allow attendance at monthly meetings</td>
<td></td>
</tr>
<tr>
<td>Mentoring time</td>
<td></td>
</tr>
<tr>
<td>Protected CPD time undertaken in the practice</td>
<td></td>
</tr>
<tr>
<td>Protected CPD activities external to the practice</td>
<td></td>
</tr>
</tbody>
</table>
**For any on-call duties**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start time for on-call duties</td>
<td></td>
</tr>
<tr>
<td>Finish time</td>
<td></td>
</tr>
<tr>
<td>Frequency (eg 12 mornings a year)</td>
<td></td>
</tr>
<tr>
<td>How many on calls per year?</td>
<td></td>
</tr>
<tr>
<td>Does this extend the normal day?</td>
<td></td>
</tr>
<tr>
<td>If so, by how many hours</td>
<td></td>
</tr>
<tr>
<td>Arrangement to take time back in lieu; specify when time in lieu will be taken, eg last Thursday afternoon of month when four hours of on call undertaken during the month</td>
<td></td>
</tr>
</tbody>
</table>

**Specialist roles within a practice**

(to be completed separately for each role)

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definition of role (eg practice lead in diabetes)</td>
<td></td>
</tr>
<tr>
<td>What skills and knowledge base will be required to carry this out?</td>
<td></td>
</tr>
<tr>
<td>What support will the salaried GP receive from within the practice? State the key administration and managerial support available, with names and their role</td>
<td></td>
</tr>
<tr>
<td>What support will the salaried GP receive from outside the practice? (eg local groups of experts)</td>
<td></td>
</tr>
<tr>
<td>Other comments</td>
<td></td>
</tr>
</tbody>
</table>
### How the activities set out below will be worked into the job plan

<table>
<thead>
<tr>
<th>Fixed time (eg weekly or monthly clinics, regular meetings)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Unscheduled time for protocol development (eg 20 hours during the year)</td>
<td></td>
</tr>
<tr>
<td>Training time (eg 12 hours per year to access the required training)</td>
<td></td>
</tr>
<tr>
<td>Any other provision</td>
<td></td>
</tr>
</tbody>
</table>

### Types of activities that the specialist role will involve

<table>
<thead>
<tr>
<th>Types of activities that the specialist role will involve</th>
<th>Time allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training required to carry out the role</td>
<td>Hours per year</td>
</tr>
<tr>
<td>Advising other members of staff</td>
<td>Hours per week</td>
</tr>
<tr>
<td>Clinical time seeing a specific patient group</td>
<td>Hours per week</td>
</tr>
<tr>
<td>Regular meetings within the practice discussing patient groups</td>
<td>Hours per month</td>
</tr>
<tr>
<td>Time spent developing practice protocols either alone or with other clinicians/non clinicians</td>
<td>Hours per month</td>
</tr>
<tr>
<td>Time spent auditing standards in the area of expertise</td>
<td>Hours per month</td>
</tr>
<tr>
<td>Time attending relevant meetings outside the practice</td>
<td>Hours per month</td>
</tr>
</tbody>
</table>
2.4 Job plan diary
A job plan diary can assist the annual review of the job plan. It will identify whether the current job plan is being followed, and whether the balance of activities in the plan is appropriate. In this way it can help to prevent and/or resolve disputes.

2.4.1 Completing the job plan diary
The diary is prepared by the salaried GP. It should be completed over a four-week period which is representative of normal workload. This period should be agreed between the salaried GP and employer.

A sample diary, with suggested coding to enable the diary to be completed with ease, is set out on pages 54 to 57. The coding is not exhaustive; additional codes may need to be added (for example, for external activities).

It is also important for both parties to agree in advance the level of detail required for the diary activities – although making the recording too onerous may jeopardise its accuracy.
**Suggested diary activity codes**

### Direct clinical care

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surgery appointments</td>
<td>Separate codes can be assigned to distinguish specialised clinics eg baby clinic, ANC, diabetes, minor ops. (eg A1, A2, A3, A4)</td>
<td></td>
</tr>
<tr>
<td>Home visits</td>
<td>Includes travelling time and recording in notes</td>
<td>B</td>
</tr>
<tr>
<td>Telephone</td>
<td>Telephone appointments and triage</td>
<td>C</td>
</tr>
<tr>
<td>On-call time</td>
<td>When to be available for emergencies</td>
<td>D</td>
</tr>
</tbody>
</table>

### Indirect clinical care

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Referrals</td>
<td>Written or by telephone To external services or to other healthcare professionals within the practice</td>
<td>I1</td>
</tr>
<tr>
<td>Incoming Correspondence</td>
<td>Reading, actioning</td>
<td>I2</td>
</tr>
<tr>
<td>Results</td>
<td>Reading and actioning</td>
<td>I3</td>
</tr>
<tr>
<td>Prescriptions</td>
<td>Repeats and queries</td>
<td>I4</td>
</tr>
<tr>
<td>Team discussion of cases</td>
<td>Case conference or other PHCT meetings where patients are discussed, or telephone discussion</td>
<td>I5</td>
</tr>
</tbody>
</table>

### Supporting clinical activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business or partnership meetings</td>
<td>Business, management, employment issues, premises, tax, accounts, partnership agreement, etc</td>
<td>N</td>
</tr>
<tr>
<td>Clinical team meetings</td>
<td>Clinical matters- practice development, protocols, audit, practice guidelines, clinical governance</td>
<td>O</td>
</tr>
</tbody>
</table>

### Practice meetings educational

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal CPD</td>
<td>Private study, online modules, attending outpatient clinics, courses lectures, audit etc</td>
<td>Q</td>
</tr>
<tr>
<td>Appraisal</td>
<td>Preparation, meeting and follow up</td>
<td>R</td>
</tr>
</tbody>
</table>

### External activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training registrar</td>
<td>And related activities eg trainers meetings</td>
<td>V1</td>
</tr>
<tr>
<td>Teaching students</td>
<td>And related activities eg preparation and training for this role</td>
<td>V2</td>
</tr>
<tr>
<td>PCT work</td>
<td></td>
<td>V3</td>
</tr>
<tr>
<td>Private work done during surgery time</td>
<td>Specially if remunerated separately eg appraisals for external GPs, drug trial work</td>
<td>V4</td>
</tr>
</tbody>
</table>
### Job plan diary

To be completed for each day of work for a typical four-week period

Date:

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity code&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Location&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Employer/&lt;sup&gt;3&lt;/sup&gt; contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>0700-0730</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0730-0800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0800-0830</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0830-0900</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0900-0930</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0930-1000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000-1030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1030-1100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1130-1200</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1200-1230</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1230-1300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1300-1330</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1330-1400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1400-1430</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1430-1500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1500-1530</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1530-1600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1600-1630</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1630-1700</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1700-1730</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1730-1800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1800-1830</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1900-1930</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1930-2000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

1. See activity codes table.
2. This column will only be required occasionally where this is of special interest. Indicate the codes you have decided to use (none suggested here) and which locations they refer to in the documentation accompanying the diary.
3. This column will only be required occasionally, where relevant. Indicate the codes you have decided to use (none suggested here) and which employers or contractors they refer to (eg PCO, university, etc) in the documentation accompanying the diary.
## Job plan diary – analysis and review

Average time spent on:

<table>
<thead>
<tr>
<th></th>
<th>Daily</th>
<th>Weekly (total divided by 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct clinical care</strong></td>
<td>(sum of below)</td>
<td>(sum of below)</td>
</tr>
<tr>
<td>Surgery appointments</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>Home visits</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>On-call time</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td><strong>Indirect clinical care</strong></td>
<td>(sum of below)</td>
<td>(sum of below)</td>
</tr>
<tr>
<td>Referrals</td>
<td>I1</td>
<td></td>
</tr>
<tr>
<td>Incoming correspondence</td>
<td>I2</td>
<td></td>
</tr>
<tr>
<td>Results</td>
<td>I3</td>
<td></td>
</tr>
<tr>
<td>Prescriptions</td>
<td>I4</td>
<td></td>
</tr>
<tr>
<td>Team discussion of cases</td>
<td>I5</td>
<td></td>
</tr>
<tr>
<td><strong>Supporting clinical activities</strong></td>
<td>(sum of below)</td>
<td>(sum of below)</td>
</tr>
<tr>
<td>Practice meetings</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Practice meetings</td>
<td>O</td>
<td></td>
</tr>
<tr>
<td>Practice meetings educational</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Personal CPD</td>
<td>Q</td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td><strong>External activities</strong></td>
<td>(sum of below)</td>
<td>(sum of below)</td>
</tr>
<tr>
<td>Training registrar</td>
<td>V1</td>
<td></td>
</tr>
<tr>
<td>Teaching students</td>
<td>V2</td>
<td></td>
</tr>
<tr>
<td>PCT work</td>
<td>V3</td>
<td></td>
</tr>
<tr>
<td>Private work done during surgery time</td>
<td>V4</td>
<td></td>
</tr>
</tbody>
</table>
2.4.2 Using the job plan diary to review the job plan

Below is a template for the salaried GP and employer to use when considering the diary.

| Total weekly hours worked (on activities for the practice as required by contract excluding work for external organisations) | Comments/suggestions for how the job plan could be amended |
| Are the number of hours worked consistent with the contract of employment? | |
| Is the balance of activities – DCC, IDC and SPA (see abbreviations used above) – within the recommended parameters? | |
| Problem areas identified | |
| Practice developments | |
Chapter 9
Annual leave

This chapter covers the statutory annual leave provisions, as well as the contractual provisions. It also includes annual leave accrual during maternity and sick leave.

All aspects of this chapter are relevant to salaried GPs and their employers.

1. Statutory requirements: Working Time Regulations

All workers are entitled to 5.6 weeks (28 days if a five-day week is worked) paid leave. This entitlement includes bank and public holidays, and is reduced on a pro rata amount for those working part time.

An employer must grant this leave as a minimum. It is not possible for the employer to give an additional payment in lieu of the statutory leave. The only time that payment in lieu of the leave is possible is when the salaried GP resigns, is dismissed or the post is otherwise terminated.

Salaried GPs who are not granted the statutory minimum and who are BMA members should contact the BMA as a matter of urgency. This is particularly because there are strict legal deadlines for submitting a claim to an employment tribunal.

2. Annual leave accrual during maternity leave
Annual leave entitlement continues to accrue during ordinary and additional maternity leave (for definitions of these terms, see chapter 12). This is the case for both statutory annual leave (see section 1 above for a definition) and contractual annual leave entitlements (see sections 4 and 5 below for a definition).
As annual leave is annualised, this can cause some difficulties depending on when the employee’s annual leave period commences and when the salaried GP goes on maternity leave.

Example 1: The leave year starts on 1 April, and the salaried GP is on maternity leave for 12 months and this starts 5 April 2010. It will not be possible for the salaried GP to have taken her full statutory annual leave entitlement of 28 days during the year from 1 April. The salaried GP will also not have had an opportunity to take any additional annual leave granted under her contract of employment.

It is not possible for an employee to take annual leave during her maternity leave.

2.1 Statutory annual leave and maternity leave
At present an employer is not required to allow an employee to carry over statutory annual leave from one leave year to the next (see section 3.1 below for a possible exception to this). However, there is the right to statutory annual leave and, as the above example 1 demonstrates, adhering to the leave where the leave year and start of maternity leave coincide can be problematic. To prevent the possibility of a claim in this instance the employer should allow the salaried GP to take some or all of her statutory annual leave entitlement prior to her maternity leave or to allow the salaried GP to carry over this annual leave to the following year (2011-12). In contrast, in the following example 2 the salaried GP should be allowed to take her full statutory annual leave entitlement of 28 days prior to her maternity leave commencing.

Example 2: The leave year starts on 1 April, and the salaried GP is on maternity leave for 12 months from 1 October 2010. She will accrue 14 days paid statutory annual leave between the start date (1 October 2010) and the end of the leave year (31 March 2011).

As noted in section 1 above, it is not possible to pay in lieu of this statutory leave (except on termination of employment).
2.2 Contractual annual leave (which is additional to statutory leave) and maternity leave

As noted in section 2, contractual leave is accrued during maternity leave. The general rule is that this must be taken during the leave year or allowed to be carried over in line with the employer’s normal practice.

However, employers are advised to allow their salaried GP to take full advantage of any accrued contractual leave. This may be achieved by allowing the salaried GP to take time off before her maternity leave commences, by carrying it forward, or by giving a payment in lieu. Again, it should be noted that if a payment in lieu is given this must only be paid for the difference between the statutory and contractual leave. Taking this approach will help to ensure that the employer does not risk facing a discrimination claim.

3. Annual leave and sick leave

3.1 Accrual of statutory annual leave entitlement during sick leave

When a salaried GP is on sick leave, the statutory annual leave entitlement accrues. However, there is currently legal uncertainty as to whether an employee on sick leave for the whole of a leave year would be entitled to carry over their statutory annual entitlement to the next leave year. While the European Court of Justice noted that it could be carried over, a recent House of Lords’ decision (June 2009) concerning the same case did not address the matter. To prevent possible claims, employers should consider allowing long-term sick employees to carry forward any untaken statutory annual leave. In any event, salaried GPs on long term sick leave and their employers should contact the BMA for individual expert advice.

3.2 Accrual of contractual annual leave entitlement during sick leave

Whether any contractual annual leave (which is additional to statutory leave) is accrued during sick leave depends on the wording of the contract of employment. The model salaried GP contract is silent on
this point, and therefore the salaried GP’s right to accrue and carry over annual leave during sick leave can depend upon agreement between the parties as well as custom and practice. Ideally, regardless of the employer, the written contract of employment will make the entitlement clear (eg by referring to the practice’s annual leave policy).

3.3 Cancellation of annual leave due to sickness
A salaried GP who is ill during annual leave currently has no statutory right for this leave to be converted to sick leave, although recent decisions by the European Court of Justice may change this in the future. Employers may be seeking to review sickness absence procedures in light of these recent developments. Salaried GPs and employers who are unsure of their position should contact the BMA for more detailed advice.

As to whether the salaried GP will be contractually entitled, this will depend on the wording of the contract of employment and/or the custom and practice of the employer. There is no contractual right to this in the model salaried GP contract. Employers may wish to take a sympathetic approach by allowing staff to reclaim annual leave lost due to sickness, for example if they notify the practice when they are ill and/or can produce a medical certificate.

4. GPs employed under the model salaried GP contract

4.1 Annual leave entitlement
The model salaried GP contract provides a full-time salaried GP with 30 working days leave per year. This includes the statutory provisions set out in section 1 above. A doctor who works less than 37.5 hours (full time) will be entitled to a pro rata of the 30 working days.

To calculate the annual leave entitlement of a part-time salaried GP:

\[
\text{number of contracted hours worked} \times 0.8 = \text{number of days leave per year}
\]
If the salaried GP works parts of a day, then it may be necessary to calculate the number of hours of leave per year. As a 37.5 hour working week over five days equates to 7.5 hours per day, the annual leave days under the model contract should be multiplied by 7.5 to give the annual number of hours of leave. An example of this is set out in the table below.

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>37.5 hours</th>
<th>30 hours</th>
<th>15 hours</th>
<th>7 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual leave entitlement</td>
<td>30 days (30 x 7.5 = 225 hours)</td>
<td>24 days (24 x 7.5 = 180 hours)</td>
<td>12 days (12 x 7.5 = 90 hours)</td>
<td>5.6 days (5.6 x 7.5 = 42 hours)</td>
</tr>
</tbody>
</table>

### 4.2 Public holiday entitlement

The model contract provides that a full-time salaried GP is entitled to the public and bank holidays as paid time off, or where the salaried GP is required to work on these days to a day off in lieu.

Good employment practice means that a part-time salaried GP would receive a pro rata of the total number of their country’s public/bank days. Indeed, an employer could face a claim against them if, for example:

- a female salaried GP does not receive these days off but their male counterpart does (or vice versa)
- a full-time member of staff receives these days off, but a part-time salaried GP does not.

However if there are no comparators (eg the salaried GP is the only member of staff) and the salaried GP’s working days do not coincide with a bank/public holiday, then the employer is not obliged to allow the salaried GP to take an extra day off to recognise this. Nevertheless good employment practice indicates that some form of time off should be given.

Part-time salaried GPs and their employers who are BMA members are advised to contact the BMA to discuss their individual circumstances with regard to public and bank holiday entitlement.
4.3 NHS days as leave
The model salaried GP contract states that a full-time GP will receive two ‘NHS days’ as leave. These days are not on fixed dates.

A part-time salaried GP should receive a pro rata amount of the two NHS days, which can be taken at any time during the year as mutually agreed with the practice. For ease, the time off could be added to the annual leave entitlement.

If NHS days are added to annual leave entitlement, then this can be calculated as follows:

number of contracted hours worked x (32 divided by 37.5) = number of days of annual leave + NHS days leave per year

To calculate the number of hours of such leave, multiply the annual leave and NHS days leave by 7.5.

An example of this is set out below:

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>37.5 hours</th>
<th>30 hours</th>
<th>15 hours</th>
<th>7 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual leave + NHS days entitlement</td>
<td>32 days (32 x 7.5 = 240 hours)</td>
<td>25.6 days (25.6 x 7.5 = 192 hours)</td>
<td>12.8 days (12.8 x 7.5 = 96 hours)</td>
<td>5.97 days (5.97 x 7.5 = 44.8 hours; rounded up to 45 hours)</td>
</tr>
</tbody>
</table>

5. Salaried GPs not employed under the model contract
Salaried GPs must receive at least the statutory annual leave provisions set out in section 1 above. The entitlements received by those employed under the model contract (see section 4 above) will also be a good point of reference in negotiating holiday leave and pay entitlement.
Chapter 10
Continuing professional development

This chapter covers the meaning of continuing professional development (CPD) and the provisions for CPD under different contracts of employment. It briefly deals with CPD under the FCS and GP retainer schemes. The entitlement to locum reimbursement for employers is also covered.

Sections 1 to 4 are relevant to salaried GPs and their employers.
Section 5 is relevant to GP employers.

1. Definition of CPD
CPD is defined in the General Medical Council’s Guidance on continuing professional development, April 2004 as:

‘A continuing learning process that complements formal undergraduate and postgraduate education and training. CPD requires doctors to maintain and improve their standards across all areas of their practice. CPD should also encourage and support specific changes in practice and career development. It has a role to play in helping doctors to keep up to date when they are not practicing.’

CPD is essential for all GPs in order for them to keep up-to-date with developments and so to remain fit to practice. CPD activities may include:
- self-directed/private study, i.e. to keep up to date and/or preparing for a professional exam
- developing and/or updating a personal development plan
- courses
- specific clinical refresher experience
- audit
- practitioner or self-directed learning groups
- PCT protected learning events
- researching clinical queries
- obtaining clinical experience relevant to specific PDP aims
- management development activities provided these benefit the salaried GP’s personal or skills development
- in-house practice based educational meetings
- other in-house practice based meetings, such as business, practice
The balance of these various CPD activities needs to be appropriate to the individual's educational and developmental needs.

2. GPs employed under the model salaried GP contract

2.1 Entitlement to protected CPD

The model contract states that a full-time salaried GP should receive at least four hours per week of protected time for CPD activities. These activities will be as outlined in the agreed job plan and taken during normal working hours. A part-time salaried GP should receive a pro rata amount of this time for CPD.

The time for CPD entitlement may be accrued and taken on a flexible basis. This allows the CPD to be taken in a larger slot than four hours, for example when undertaking courses. Similarly it is possible, depending on the type of CPD to be undertaken, for the protected time to be taken in less than four-hour slots, such as to use for meetings or reading. Using the CPD time flexibly allows it not only to be taken in a variety of ways, but also to accommodate different learning styles in order to meet a GP's personal development needs.

2.2 Use of the protected CPD

CPD time should be used according to the educational needs of the salaried GP, as specified by their NHS appraisal and personal development plan (PDP). The CPD protected time may be relevant to the priorities of the practice and the wider NHS, provided it is in accordance with the doctor's PDP.

The employer and salaried GP may mutually agree to use some of the allocated CPD time to allow the salaried GP to extend their
management and development skills (eg to allow the salaried GP to take responsibility for a QOF domain). This should be with the proviso that these activities are used for the salaried GP’s development and that sufficient time is available for other personal development opportunities. The proportion of time spent on this will depend on the GP’s PDP.

It is essential that the salaried GP’s CPD requirements are agreed and incorporated into the job plan. The job plan should specify time for general CPD (such as reading and research activities), as well as time for courses and conferences.

2.3 Calculating protected CPD entitlement
To calculate minimum protected CPD entitlement for a part-time salaried GP:

\[
\text{number of hours worked per week} \times 6.4 = \text{number of minutes of CPD per week \([X]\)}
\]

\[
X \text{ divided by } 60 = \text{the number of hours of CPD per week \([Y]\)}
\]

\[
X \text{ or } Y \times 52 = \text{annual entitlement to CPD \((X = \text{minutes}; Y = \text{hours})\)}
\]

As an example of this, please see the table below.

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>37.5 hours</th>
<th>30 hours</th>
<th>15 hours</th>
<th>7 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPD entitlement per week</td>
<td>4 hours</td>
<td>3 hours and 12 minutes</td>
<td>1 hour and 36 minutes</td>
<td>45 minutes</td>
</tr>
<tr>
<td>CPD entitlement per year</td>
<td>208 hours</td>
<td>166 hours and 14 minutes</td>
<td>83 hours and 12 minutes</td>
<td>38 hours and 50 minutes</td>
</tr>
</tbody>
</table>
2.4 CPD entitlement and appraisal
The BMA has sought external legal advice on whether preparation for NHS appraisal and the NHS appraisal interview itself should be undertaken as part of the protected CPD time. The legal advice was that appraisal preparation time and interview was in addition to the protected CPD time of four hours (pro rata) per week. Thus these activities should be outside of the salaried GP’s protected CPD time, and extra time should be allocated for these.

2.5 CPD entitlement and maternity/adoptive leave
As a benefit, the CPD entitlement will continue to accrue during ordinary maternity/adoptive leave and during additional maternity/adoptive leave (so for 52 weeks). This is because under the model contract, all benefits (except remuneration) continue during maternity and adoptive leave.

There is also a statutory requirement that such benefits accrue during maternity leave.

2.5.1 Annualised CPD and carry forward after maternity/adoptive leave
The entitlement under the model contract is for four hours of protected CPD per week on an annualised basis.

The general rule on carrying over CPD entitlement is noted in section 2.6 below. However, it is a grey area on whether this applies to salaried GPs who have taken maternity/adoption leave. To avoid the risk of a discrimination claim, employers are advised to allow a salaried GP to take more CPD time before the maternity/adoption leave commences, to carry it forward (either in full or in part), or give a payment in lieu.

2.6 Carrying over CPD entitlement
As the entitlement is annualised, the external legal advice obtained by the BMA is that the protected CPD time accrued during a 12-month period is not automatically carried over to the next 12-month period.
Example:
Protected CPD time for the week beginning 3 January 2009 must be used by 2 January 2010. It cannot be carried forward any further without the employer’s agreement.

2.7 Study leave
In addition to protected CPD, the model contract provides that study leave is available for CPD purposes. Before a salaried GP takes such leave, it must be approved by the employer. It is also for the employer to determine whether the study leave is with pay.

If pay is granted for study leave, then during the study leave the salaried GP must not undertake any paid work without the express permission of the employer.

2.8 Funding of educational courses
The model contract is silent on whether the employer will reimburse the cost of educational courses. This is therefore a matter of negotiation between the salaried GP and the employer.

Where the course is a requirement of the job and/or the identified CPD requirement cannot be obtained in another way, it is good employment practice for the employer to meet the cost of the course.

3. GPs not employed under the model salaried GP contract

3.1 Protected CPD time
As part of good employment practice all salaried GPs should receive protected CPD time. The entitlement available under the model salaried GP contract could be used to determine the exact entitlement. As well as demonstrating that an employer values their employee, protected CPD entitlement helps to ensure that a salaried GP is able to remain up-to-date with developments and can provide a comprehensive service for patients.
The CPD entitlement should be stated clearly in the written contract and job plan.

3.2 Study leave
The amount of study leave available and whether this will be paid leave will be a matter of negotiation between the salaried GP and the employer. It is worth considering the study leave requirements in the model salaried GP contract.

3.3 Funding of educational courses
Whether the employer will reimburse the cost of educational courses is a matter of negotiation between the salaried GP and the employer. As noted in section 2.8 above, where the course is a requirement of the job and/or the identified CPD requirement cannot be obtained in another way, it is good employment practice for the employer to meet the cost of the course.

4. Flexible Career Scheme and GP Retainer Scheme GPs
GPs employed under the Flexible Career Scheme (FCS) and GP retainer scheme have a CPD minimum entitlement regardless of the hours worked. In return for receiving funding under the schemes, the practice agrees to offer this minimum CPD. It should therefore be included in the written contract of an FCS or GP retainer GP.

For more details of these schemes, see chapters 21 and 22.

5. Locum reimbursement to the practice for prolonged study leave

5.1 Reimbursement available to a GMS practice
Under the Statement of Financial Entitlements (SFE) a GMS practice is entitled to apply to its PCO for locum reimbursement while its salaried GP (a performer) is on prolonged study leave (at least 10 weeks but not more than 12 months). The amount of locum reimbursement in 2009-10 is up to £978.91 per week, although the PCO is able to use its
discretion to reimburse more. This locum reimbursement is normally only available if the practice hires a locum GP to cover the work of the salaried GP on study leave, plus the educational aspects of the study leave must have been approved by the local Director of Postgraduate GP Education (DPGPE) and the PCO must be satisfied that the payments are affordable.

Practices are advised to receive approval from their PCO and DPGPE in advance of the prolonged study leave, and to seek confirmation about the level of reimbursement available from the PCO.

In addition to locum reimbursement, an educational allowance (currently £133.68 per week) is also available to the practice, which is to be forwarded to the salaried GP on prolonged study leave. For this to be payable, the PCO must be satisfied that the payments are affordable and the DPGPE must have approved the educational aspects of the study leave.

5.2 Reimbursement available to non-GMS practices

It is expected that PMS practices will have the benefit of locum reimbursement and educational allowance included in their contract for services with the PCO. It is important for the practice to check this contract, including the extent and level of locum reimbursement available. Practices should contact the BMA for advice if the contract with the PCO is unclear.
Chapter 11
Appraisal and revalidation

This chapter covers the procedures for NHS GP appraisal and in-house appraisal, and the revalidation proposals.

Sections 1 and 3 are particularly relevant to salaried GPs.
Section 2 is relevant to both salaried GPs and their employers.

1. NHS GP appraisal

1.1 General
NHS appraisal should allow GPs:
• to reflect on and demonstrate their achievements and overall performance over the previous year in line with the GMC’s Good Medical Practice guidance
• to obtain feedback on their performance
• to identify any developmental needs so that the necessary training and support can be provided.

1.2 Participation in NHS GP appraisal
All salaried GPs must participate in NHS appraisal. This is because it is a requirement of being on a PCO’s Performers List, and all GPs, including salaried GPs, must be on Performers List. It will also shortly (although possibly in a revised format) be a requirement of revalidation (see section 3 below).

The appraisal should normally be undertaken on an annual basis, and the PCO should provide two months’ notice of when the appraisal will take place so that the salaried GP can undertake the necessary preparation. If the date given is inconvenient, the PCO should be informed immediately so that an alternative date can be arranged.

Depending on which PCO’s Performers List the salaried GP is on will determine the PCO that organises the appraisal. The PCO will arrange for a trained GP appraiser (who should be a practising GP in that locality, unless agreed otherwise by the LMC or national GPC) to conduct the
appraisal. The appraiser should not be someone who the salaried GP knows well or where there could be a conflict of interest. Furthermore if the salaried GP is uncomfortable with the assigned appraiser, they should immediately inform the PCO so that another appraiser can be allocated.

The NHS appraisal interview is confidential between the appraiser and appraisee, with generally only the main action points arising from the appraisal being reported back to the PCO. The appraisal is to be a developmental and formative process, but if the appraiser discovers issues of concern during the interview then the appraiser is under a duty for clinical governance reasons to report any areas of concern (see section 1.5 below).

1.3 Preparing for the appraisal
It is worthwhile for personal and appraisal purposes for the salaried GP to maintain a contemporaneous record of all clinical reading, meetings and courses, etc, with the dates they were undertaken. This makes it easier to detail the relevant information as required for appraisal and other purposes.

1.4 Pre-appraisal forms
The pre-appraisal forms come in parts. These are slightly different for each country.

In addition to the pre-appraisal forms, for a first appraisal GPs are also required to prepare an outline personal development plan (PDP) beforehand. Thereafter the PDP is prepared following the outcome of the appraisal.

It is recommended that salaried GPs complete the pre-appraisal requirements at least two weeks before their appraisal.
The pre-appraisal forms and model PDP are available electronically.

England:
It is also possible to complete and store the forms via the NHS appraisal toolkit available at:
http://www.appraisals.nhs.uk/

Wales:
http://gp.cardiff.ac.uk/appraisal

Scotland:
http://www.scottishappraisal.scot.nhs.uk/

Northern Ireland:
http://www.dhsspsni.gov.uk/public_health-appraisal

1.5 Appraisal interview
The interview will last about one and a half hours. During this time the salaried GP and appraiser will discuss the pre-appraisal forms which the salaried GP has completed and their outline or previously agreed PDP. The aim is to allow the appraisee to review their work, including achievements over the previous year and to consider any areas for further development.

At the end of the appraisal, the salaried GP and appraiser should:
• agree a date for a review discussion (normally in six months time to discuss the PDP, the progress made and any further assistance that the salaried GP may require)
• aim to agree and sign off the appraisal summary statement, including the agreed PDP for the year ahead, which will be sent in confidence to the PCO chief executive and senior clinician/clinical governance lead.
The salaried GP should read the appraisal summary statement carefully and only sign it if he/she agrees with its contents. If the salaried GP cannot agree with it then he/she should inform the appraiser immediately, and if this cannot be resolved between the two of them then the appeal mechanism should be followed.

1.6 Appraisal during maternity leave
If a salaried GP is to be on maternity leave for a year, the PCO should be informed so that appropriate arrangements can be made. The PCO may agree that an annual appraisal is not required and arrange a suitable alternative date.

1.7 Appraisal during extended sick leave
If a salaried GP is on long-term sick leave, the PCO should be informed. It should be agreed between the salaried GP and the PCO as to when the salaried GP will participate in the appraisal process. The PCO should set a future date after the salaried GP returns to work.

1.8 Complaints about performance
If any formal complaints have been lodged against the salaried GP, the appraiser should be made aware of this via the pre-appraisal forms. Such complaints should continue to be investigated in the normal way, and outside the appraisal process.

If a formal complaint has been upheld, then the appraisal may, if appropriate, helpfully identify a need for any remedial training. However, if a complaint has been found unjustified then it must be disregarded by the appraiser.

1.9 Concerns about performance
If it is identified that some further training is needed, the necessary training should be arranged. If appropriate it should be funded by the PCO.

It is most unlikely that serious concerns about a GP’s health, conduct or performance would first be raised in an appraisal. However, if the appraiser does have such concerns he or she, as a registered medical practitioner, is obliged under clinical governance procedures to refer this
immediately to the PCO senior clinician/clinical governance lead and chief executive or, in extreme cases, to the GMC. When referred to the PCO, it should then take appropriate action. Where appropriate this may include referral to the National Clinical Assessment Service (NCAS) for assessment, support and training.

If serious concerns about performance are raised the salaried GP should immediately contact their medical defence organisation and the BMA for advice and possible representation.

1.10 Appeal mechanism
If during or following the appraisal the salaried GP has concerns about the appraiser, the way the appraisal is or was conducted or the outcome of the appraisal, they should take the following steps:
- In the first instance, raise the concerns with the appraiser
- If concerns still remain, raise these with the senior clinician/clinical governance lead for the PCO who should try to find an informal resolution to the problem through discussion and mediation
- If the problems cannot be resolved by taking the above steps, ask for the PCO senior clinician/clinical governance lead or the chief executive to convene a panel meeting to consider this further. A PCO Board member should chair this meeting.

1.11 Sources of further information
Most PCOs have their own local procedure and guidance, which should tie in with the nationally agreed system, for dealing with NHS GP appraisal. Salaried GPs should therefore contact their PCO for details of this procedure.

For additional guidance on preparing and collecting evidence for appraisal, the Northern GP deanery’s website contains a useful toolkit (http://www.nelg.org.uk/content/Appraisal%20and%20Revalidation). In addition, the NHS clinical governance support team’s website contains a statement on essential evidence for medical appraisal together with a set of structured reflective templates (http://www.appraisalsupport.nhs.uk/news4.asp?item=08052007090123).
1.12 Salaried GPs employed under the model salaried GP contract

1.12.1 Preparation for appraisal
Under the model contract time must be set aside during a salaried GP’s normal working hours for the salaried GP to prepare for NHS GP appraisal.

Some aspects of appraisal preparation will be covered by the preparation of a personal development plan, which may be covered by general CPD activities during protected CPD time. However, the specific completing of appraisal forms is a separate activity and, according to the legal advice obtained, this is in addition to the protected CPD time of four hours (pro rata) per week.

1.12.2 Appraisal interview
The appraisal interview itself should also occur during normal working hours. If this is not possible, the interview may be held outside of working hours provided the salaried GP agrees and receives appropriate overtime reimbursement or time off in lieu.

The interview is to be taken outside of the minimum protected CPD time.

1.12.3 Cost of appraisal
Salaried GPs should not be required to contribute financially for an NHS appraisal.

Funding for appraisal for salaried GPs employed by a GMS practice is via an appraisal premium which is included in the practice’s global sum (although it is recognised that the amount provided is minimal). Comparable arrangements should be in place for PMS practices. Funding for appraisal for PCO-employed GPs is via the PCO.

1.13 Salaried GPs not employed under the model salaried GP contract
Whether appraisal preparation and the interview itself is to be undertaken during normal working hours is a matter of negotiation
between the salaried GP and the employer. The entitlements under the model contract (see section 1.1 above) may be considered as an example of good employment practice.

2. In-house appraisal

As NHS appraisal is confidential between the appraiser and appraisee, many employers also undertake a separate, in-house performance review (IHPR) of salaried GPs. This can be valuable to both parties as it:

- examines the performance and achievements of the salaried GP against standards and goals which have been explicitly agreed at the creation of a new post or previous in-house performance review
- identifies what areas of development the doctor needs to focus on over the next year and where responsibilities lie for these goals (e.g. with the practice, individual, etc)
- may be linked to ongoing decisions about employment, pay and/or development of the salaried GP's role within the practice.

Often the IHPR will be undertaken on an annual basis, with a half-yearly review. It should be conducted in private on a one-to-one basis between the practice's nominated appraiser (normally one of the GP partners) and the salaried GP.

It is important that an objective assessment is made of progress, performance and the value of an individual salaried GP to an organisation. Employers will need to ensure they are fair in this exercise and address important issues without falling foul of employment law and adversely affecting the employer-employee relationship.

Salaried GPs can use this opportunity to address ongoing factors which affect their work performance and to establish mutually agreed aims for progress.

Sample forms for IHPR have been drawn up by the BMA. These are available to download (http://www.bma.org.uk/ap.nsf/Content/inhousereview). There are three forms, and the suggested questions to be completed for each form are set out below. The salaried GP should complete form 1, with form 2
completed by the practice’s nominated appraiser who should have some generic training in appraisal. Both forms 1 and 2 should be submitted to the other party one week prior to the IHPR meeting. Both parties complete form 3 after the meeting.

**Form 1 – to be completed by the salaried GP**

**Q1** What do you think are the strengths of your work at this practice?

**Q2** How do you feel you contribute to this practice?

**Q3** Which areas do you feel you need to develop further?

**Q4** What professional goals were agreed between you and the practice for the preceding year and to what extent have you achieved those goals?

**Q5** What aspects of the working environment hold you back or adversely affect the quality of your work?

**Q6** How well do you feel your practice supports you in regard to:

- getting peer support (opportunities for meeting with other clinicians both formally and informally)
- education: accessing education both in-house and through CPD entitlement outside the practice
- providing working hours/arrangements compatible with your responsibilities towards other dependents (work life balance)

**Q7** How would you like to see your role evolve within the practice?

**Q8** If you could change three things what would they be?

**Q9** Overall comments from the salaried GP

**Form 2 – to be completed by the practice’s nominated appraiser**

**Q1** Progress of salaried GP against goals agreed with him/her in the preceding year

**Q2** Comment on non-clinical parameters:

- time keeping
- availability to answer queries during working hours
- organisational skills
- adaptability in the face of changes
- team working:
  - contribution at meetings: listens, respects views, non-
judgemental, handles own feelings well and those of others; attends on time; makes suggestions and contributes

- sharing workload and managing demand
- delivering care as a team and coordinating with other members of the team
- being aware of systems which involve other practice staff: e.g. referrals involve secretaries, repeat prescribing involves receptionists, etc

Q3 Comment on clinical parameters:

- relationships with patients (ideally using objective evidence such as a validated patient survey)
- effective use of in-house services
- clinical judgement and practising up to date
- prescribing
- referring
- recognising own limits and seeking advice

Q4 Overall comments by the practice's appraiser

Form 3 – to be completed by the practice appraiser and salaried GP

1 Agreed key points in the discussion over which there is agreement

2 List any areas where it has not been possible to reach a shared view

3 Agreed actions (to include details of pay review and role development): Each action to be set out as a separate bullet point, with the name of the person responsible for taking the action and the deadline for the action.
3. Revalidation

3.1 What is revalidation?
Revalidation will apply to all doctors who wish to continue to practise. In general, the process will involve GPs providing evidence that they keep up-to-date and remain fit to practise.

Revalidation is one process encompassing both re-licensure and re-certification. Both of these will occur on a five-yearly cycle.

At this stage, the exact nature of the evidence required for revalidation has not been finalised. The Royal College of General Practitioners (RCGP) has been given the responsibility of proposing standards and methods for GP revalidation. These must then be approved by the General Medical Council. The BMA, including the GPC’s Sessional GPs subcommittee has been working with the RCGP to try to ensure that the process will be suitable for all GPs, including salaried GPs. At the time of going to print, pilots to test some of the proposed methods are still underway. Revalidation is likely to be implemented from 2011 at the earliest.
3.2 Framework for GP revalidation
The current RCGP proposal for revalidation sets out 13 evidence areas. The headings of these are set out in the box below, and are unlikely to change.

Evidence areas
1. Statement of professional roles and other basic details
2. Statement of exceptional circumstances
3. Evidence of active and effective participation in annual appraisals
4. A Personal Development Plan from each annual appraisal
5. A review of the Personal Development Plan from each annual appraisal
6. Learning credits in each year of the revalidation period and in the revalidation period overall
7. Multi-Source Feedback from colleagues
8. Feedback from patients
9. Description of any cause for concern and/or formal complaint
10. Significant Event Audits
11. Clinical Audits
12. Statement on probity and health
13. Additional evidence for areas of extended practice

The RCGP has produced its RCGP Guide to the Revalidation of General Practitioners (available at www.rcgp.org.uk), and has been amending this as appropriate to reflect comments received and its current thinking. The Guide explains the type of evidence that GPs may need to produce to be revalidated.
3.3 Getting prepared for revalidation

While the exact framework of revalidation has been uncertain, there are some steps that salaried GPs can take to help to ensure that their revalidation will be problem free.

- It is essential to consult the RCGP’s Guide to the Revalidation of General Practitioners (see website address above) at this stage. This will provide a good overview of the evidence likely to be required, and so allow you to be prepared for when revalidation is introduced.
- As a minimum, keep an ongoing record of your CPD listing all reading, meetings and courses undertaken, with dates. Also record the impact of this on your clinical practice.
- Keep a record of all NHS appraisal reports, use the online NHS appraisal toolkit and keep the e-log up to date
- Identify support mechanisms, for example attendance at a self-directed learning group.

The above will also assist a salaried GP for NHS GP appraisal purposes and for any IHPR.

For an update on revalidation, please see the BMA website and the RCGP website.
Chapter 12
Maternity leave and pay

This chapter sets out the statutory entitlements that are available to all female employees, and then goes on to give details of how this relates to salaried GPs.

Sections 1 to 4 of this chapter are relevant to salaried GPs and their employers.
Section 5 is relevant to GP employers.

1. Statutory entitlements

1.1 Compulsory maternity leave
It is a statutory requirement that an employee must not be allowed to work during the two weeks following childbirth.

1.2 Statutory maternity leave
1.2.1 Entitlement to statutory maternity leave
All employees are statutorily entitled to 52 weeks’ maternity leave – made up of 26 weeks’ ordinary maternity leave and 26 weeks’ additional leave – regardless of how long they have worked for their employer.

1.2.2 Notification requirements
An employee must provide advance notification by the end of the 15th week before the expected week of childbirth (EWC) of all of the following:
- the fact that she is pregnant
- the expected date of childbirth (which can be found on the MATB1 form provided by the employee’s registered doctor or midwife to confirm that she is pregnant)
- the date she intends her maternity leave to start (which must be no earlier than the start of the 11th week before the EWC).
If requested by the employer, the above notification must be in writing and the employee must produce a certificate from a registered midwife or medical practitioner confirming the EWC.
The EWC is a Sunday to Saturday. For assistance in calculating the notification dates and maternity leave start dates, please contact the BMA.

Within 28 days of receiving notification, the employer must inform the employee of the end date of her maternity leave.

If the employee wishes to change her date of return from maternity leave, eight weeks’ notice must be given to the employer.

1.2.3 Start of statutory maternity leave
Statutory maternity leave cannot start before the 11th week before the EWC. Within that limitation the employee can choose the date that the leave is to start.

But if the employee is absent from work wholly or partly due to pregnancy after the start of the fourth week before the EWC, then this will become the commencement date for maternity leave.

1.2.4 Returning from maternity leave
Employees returning from ordinary maternity leave (after the first 26 weeks of maternity leave) are entitled to return to their same job.

An employee who takes additional maternity leave (up to 52 weeks’ leave in total with ordinary maternity leave) is entitled to return to the job in which she was employed before her absence. But if it is not reasonably practicable for the employer to permit her to return to that job, she is entitled to return to another job which is both suitable for her and appropriate for her to do in the circumstances. However any alternative job must be on terms and conditions which are no less favourable than those under her previous job.
1.3 Statutory maternity pay

1.3.1 Entitlement to statutory maternity pay

Those employees who are pregnant or who have just given birth will be entitled to receive statutory maternity pay (SMP) from their employer for up to 39 weeks if:

- they have worked continuously for their employer for at least 26 weeks ending with the qualifying week, which is the 15th week before the EWC; and
- their average weekly earnings in the 8 weeks up to and including the qualifying week (or the equivalent period if they are paid monthly) have been at least equal to the lower earnings limit for national insurance contributions, which is £95.00 per week as from 6 April 2009, (although they do not actually have to have paid any contributions); and
- they have notified their employer no later than the end of the 15th week before the EWC that they are pregnant; provided a copy of the Mat B1 certificate and confirmed the date when they intend to start taking leave, which should not be earlier than the 11th week before the EWC; and
- they must be employed after the start of the 15th week before the baby is due.

The following rates apply as from 6 April 2009:

- 90 per cent of average weekly earnings for the first 6 weeks
- a flat rate payment of £123.06 per week (due to increase from April 2010), or 90 per cent of average weekly earnings if less, for 33 weeks

1.3.2 Entitlement to fringe benefits during maternity leave

During the 52 weeks of maternity leave, employees are entitled to any fringe benefits (eg motor vehicle/travel allowance and bonus payments) granted under their employment contract.

This follows a recent change in the law, as prior to 5 October 2008 such benefits were not automatically available during the later 26 weeks (the additional maternity leave period).
1.4 Annual leave entitlements
See chapter 9, section 2 for details of how annual leave accrues during maternity leave.

2. Improving statutory provisions
The above statutory provisions regarding maternity leave and pay are the minimum that must be provided to a salaried GP. It is possible for employers to provide enhanced contractual provisions, and some such enhancements are available through the salaried GP model contract.

3. Maternity leave and pay for salaried GPs employed under the model salaried GP contract

3.1 General Whitley Council (GWC) Handbook provisions
Under the model salaried GP contract, salaried GPs are entitled to the provisions of section 6 of the GWC Handbook. This can be confusing since the GWC Handbook no longer applies to non-doctor NHS employees and is no longer being updated. Nevertheless it is still applicable in this context as it is explicitly referred to in the model salaried GP contract.

The last version of section 6 of the GWC Handbook was appended to the Department of Health’s Advance Letter (GC) 1/2003 (which was replicated in a similar advance letter for Wales, Scotland and Northern Ireland). The text of this is reproduced at appendix C. Many of the relevant aspects are explained in this chapter.

When reading section 6 it is important to remember that it was written for NHS hospital doctors rather than salaried GPs. Also, it must be read in conjunction with paragraph 1.7 of the model contract (see below for more details). Furthermore the BMA’s legal view is that where there is any inconsistency between the GWC Handbook requirements and the provisions of the model salaried GP contract, the model contract prevails.
3.2 Maternity leave under the model contract
In line with the statutory requirements, a salaried GP is entitled under the model salaried GP contract to 12 months of maternity leave.

3.3 Maternity pay under the model contract
Under the model salaried GP contract, a salaried GP will be entitled to contractual maternity pay provided that she has 12 months of continuous NHS service (see below for a definition of NHS service) at the beginning of the 11th week before the expected week of childbirth. If this condition is met, the pay will be:

- for the first eight weeks of absence, full pay less any SMP or MA receivable
- for the next 14 weeks, half of full pay plus any SMP or MA receivable provided the total amount does not exceed full pay
- the next four weeks of SMP or MA depending on eligibility. However, under the statutory rules the salaried GP will now receive SMP or MA depending on eligibility for the next 17 weeks in total (even though the GWC refers only to the next four weeks) since SMP or MA is now available for up to 39 weeks in total.

With the prior arrangement of the employer the entitlement may spread differently across the maternity leave period.

To receive the above benefits the salaried GP must provide the employer with the following notification requirements:
- of her intention to take maternity leave
- of the date she wishes to start her maternity leave
- that she intends to return to work with the same or another NHS employer for at least three months after her maternity leave has ended
- a MATB1 form from her midwife or GP giving the expected date of childbirth.
Such notification must be provided before the end of the 15th week before the expected week of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter).

If the salaried GP wishes to change her maternity leave start date, she should notify the employer at least 28 days beforehand (or if this is not possible, as soon as is reasonably practicable beforehand).

### 3.4 Improving the maternity pay terms

When the model salaried GP contract was introduced in April 2004 the maternity provisions were consistent with hospital doctors. However, since then hospital doctors have received the following enhanced maternity pay arrangements:

- for the first eight weeks of absence, full pay less any SMP or MA receivable
- for the next 18 weeks, half of full pay plus any SMP or MA receivable provided that the total receivable does not exceed full pay
- 13 weeks' SMP or MA depending on whether they meet the eligibility criteria.

This is more advantageous in that it provides an extra four weeks at half of full pay plus any SMP or MA that is due. Salaried GPs employed under the model contract and their employers may wish to renegotiate an improvement in their maternity terms to reflect this more favourable provision.

### 3.5 Continuous NHS service for contractual maternity pay purposes

The BMA's legal view is that paragraph 1.7 of the model salaried GP contract means that previous service as a GP principal/provider, salaried GP and/or locum should be classed as NHS service. Work for a PCO and NHS hospital certainly counts as NHS service. APMS or private work as a GP should also count as NHS service, since our legal view is that the employer of a salaried GP or the contract that a locum GP is working under is not a relevant factor provided that the GP was performing primary medical services.
However, as this has not been tested in a court of law it is not possible for anyone to give a definitive view on this.

Paragraph 1.7 reads:
‘NHS Employment means the total of the periods of employment by a National Health Service Trust, Primary Care Trust, Strategic Health Authority or Special Health Authority, or any of the predecessors in title of those bodies or the equivalent bodies in Wales, Scotland and Northern Ireland, together with the total of the periods during which the practitioner provided or performed Primary Medical Services.’

As noted in section 3.1, the BMA’s legal view is that when a provision of the GWC Handbook is inconsistent with the model salaried GP contract the provisions of the model contract will prevail. With this in mind, the GWC Handbook states that NHS GP locum work does not count as NHS service while paragraph 1.7 of the model contract includes GP locum work as such service. Thus our legal view is that this particular part of the GWC Handbook should not be incorporated into the maternity provisions for salaried GPs, and so all GP locum work will count as NHS service provided that there has been no substantive break in NHS service in the previous 12 months.

Therefore, when calculating whether a salaried GP has the required 12 months of continuous NHS service to qualify for contractual maternity leave, their previous NHS service as detailed above is counted along with the time that the salaried GP has spent with their current employer. This is with the proviso that there has not been a break in service (i.e. where no NHS or primary care work has been undertaken) in the preceding 12 months. However, the following breaks in service are disregarded (but do not count as service):

- break in service of three months or less
- absence due to maternity, paternity or adoptive leave (paid or unpaid)
- employment under the terms of an honorary contract
- up to 12 months abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the specialty concerned
• up to 12 months (exceptionally extended by a further 12 months at the discretion of the employer) of voluntary service overseas with a recognised international relief organisation.

If there has been a break in service which is not disregarded, then the calculation of the continuous service must start again.

3.6 Entitlements to contractual benefits
As with the statutory entitlement, under the model contract the salaried GP is entitled during the 52 weeks of maternity leave to all of her contractual rights (except remuneration which is covered by the arrangements set out above).

Thus any entitlement to car allowance payments continues, and annual leave and CPD entitlement also accrue during this time.

3.7 Returning to work after maternity leave
It is a requirement of keeping the maternity pay that the salaried GP must return to work within 15 months of the beginning of her maternity leave. Failure to do so will mean that the salaried GP is liable to refund the whole of her maternity pay, less any SMP, received.

3.7.1 Returning to the same employer
If the salaried GP returns to the same employer after maternity leave, there is no requirement on the salaried GP to repay the contractual maternity pay.

3.7.2 Returning to another practice
It has been a grey area as to whether a salaried GP who goes on maternity leave and returns to another GP practice would be required to repay her maternity pay, less any SMP, to her original employer. The BMAs legal advice that the wording of the model salaried GP contract (reading paragraph 1.7 of the model contract and the GWC maternity provisions together) is likely to mean that if a salaried GP goes on maternity leave and returns to another GP practice or NHS employer then she is entitled to retain her full maternity pay from her original employer.
The box below outlines our lawyers’ difficulties in giving this advice.

The model salaried GP contract refers to the maternity provisions in GWC section 6. Historically, the GWC when drafted was not intended to apply to GP practices; hence, when interpreting the definition of NHS employer for maternity pay purposes, there is a difficulty.

If the definition of NHS employer under GWC did not refer to GP providers as employers, then under GWC paragraph 5.2.3 a salaried GP would not be entitled to paid and unpaid maternity leave even if she returned to the same employer. This is clearly nonsensical. Furthermore, GWC part C (which refers to continuous service) carves out a definition of NHS employer and implies that this definition, which excludes GP providers, does not apply elsewhere in the document.

Due to the imprecise nature of the drafting of GWC and the lack of a clear definition of NHS employer, it would be reasonable in the circumstances to revert to the definition in paragraph 1.7 of the model contract (which recognises working for a GP practice as NHS employment) and include GP providers in the definition of an NHS employer for the purposes of maternity.

4. Maternity leave and pay for salaried GPs not employed under the model salaried GP contract

GPs who are not employed under the model salaried GP contract must receive at least the statutory maternity provisions as set out under section 1 above. As noted in section 2 it is possible for the statutory provisions to be improved upon as part of the contract of employment. It is good employment practice for employers to offer enhanced maternity pay provisions, and both employers and salaried GPs may wish to use the model salaried GP contract (including recognition of previous NHS continuous service in determining eligibility for maternity pay) as a benchmark for these enhancements.
5. Locum reimbursement to the practice

5.1 Reimbursement available to a GMS practice

Under the Statement of Financial Entitlements (SFE) a GMS practice is entitled to apply to its PCO for locum reimbursement while its salaried GP (a performer) is on maternity leave. The amount of locum reimbursement for 2009-10 is up to £978.91 per week for the first two weeks and then up to £1,500 per week for the next 24 weeks, although the PCO is able to use its discretion to reimburse more. This locum reimbursement is normally only available if the practice hires a locum GP to cover the work of the salaried GP on maternity leave.

Practices are advised to inform their PCO in advance of the pending maternity leave and to seek confirmation of the level of reimbursement available.

5.2 Reimbursement available to non-GMS practices

It is expected that PMS practices will have the benefit of locum reimbursement included in their contract for services with the PCO. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should contact the BMA for advice if the contract with the PCO is unclear.
Chapter 13
Adoption leave and pay

This chapter sets out the statutory entitlements that are available to all employees, and then goes on to give details of how this relates to salaried GPs.

Sections 1 to 4 are relevant to salaried GPs and their employers. Section 5 is relevant to GP employers.

1. Statutory adoption leave and pay

1.1 Entitlement to statutory adoption leave
To be entitled to statutory adoption leave the employee must have been employed with the current employer for 26 weeks ending with the week in which they were matched with the child. Where a couple adopt a child, only one person (male or female) can be regarded as the ‘adopter’. The other (male or female) may be eligible to claim statutory paternity leave and pay.

Those who are eligible can take 52 weeks’ adoption leave – made up of 26 weeks’ ordinary adoption leave and 26 weeks’ additional leave.

Adoption leave can start up to 14 days before the expected date that the child is to reside with the adopter or when the child actually starts living with the adopter.

1.2 Returning from adoption leave
Employees returning from ordinary adoptive leave (after the first 26 weeks of adoptive leave) are entitled to return to their same job.
Those who take additional adoptive leave (up to 52 weeks’ leave in total including ordinary adoptive leave) are entitled to return to the job in which they were employed before the absence. But if it is not reasonably practicable for the employer to permit them to return to that job, then the employee is entitled to return to another job which is both suitable for the employee and appropriate for them to do in the
circumstances. However, any alternative job must be on terms and conditions that are no less favourable than those under their previous job.

If the adopter wishes to change the date of return, eight weeks’ notice must be given to the employer.

1.3 Statutory adoption pay
For those who are eligible for statutory adoption leave, statutory adoption pay is payable for up to 39 weeks only at the flat rate payment (of £123.06 per week from 5 April 2009 and which is due to increase in April 2010) for 33 weeks, or 90 per cent of average weekly earnings if that is less than the flat rate.

1.4 Notification requirements
The employee must inform their employer of the following, and must do so within seven days of being told that they have been matched with a child for adoption:
• that they want to take adoption leave
• the expected date for the child to be placed with the employee
• when they want the adoption leave to start. This date can be changed provided 28 days’ notice is given to the employer.
2. Adoption leave and pay for salaried GPs employed under the model salaried GP contract

The model salaried GP contract states that the provisions of section 12 of the GWC Handbook shall apply. However, section 12 was replaced by a new section 7 (as noted in AL (GC) 1/2000), and that section 7 was subsequently revised (AL (GC) 1/2003). The new and revised section 7 of the GWC Handbook is replicated at appendix D.

This section 7 provides adoption leave and pay on the same basis as maternity leave and pay set out in the maternity section 6 the GWC Handbook. It therefore recognises continuous NHS service. Section 7 of the GWC handbook is set out at Appendix D. See chapter 12, section 3.5 for more details.

However, Schedule 29 (paragraphs 18 to 26) of the consultant 2003 hospital doctor terms and conditions provides improvements upon the GWC handbook provisions. Schedule 29 mirrors the hospital doctor maternity provisions which provide increased pay above the GWC maternity pay provisions as explained in chapter 12, section 3.4. However, there is also a requirement for the adopter to have 12 months’ continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. Schedule 29 of the 2003 terms and conditions for consultants (England) is replicated at appendix E.

Given the above information, salaried GPs may wish to consider seeking the relevant part of Schedule 29 to be incorporated into their contract.

Both the GWC Handbook and Schedule 29 provide leave to those adopting a child who will have primary carer responsibilities for that child.
3. Adoption leave and pay for salaried GPs not employed under the model salaried GP contract

GPs who are not employed under the model salaried GP contract must receive at least the statutory adoption provisions as set out under section 1 above. As noted in section 2 it is possible for the statutory provisions to be improved upon as part of the contract of employment.

Improvements could be achieved by incorporating the relevant provisions of either:

Section 7 of GWC Handbook: This provides adoption leave and pay on the same basis as maternity leave and pay set out in the maternity section 6 the GWC Handbook. It therefore recognises continuous NHS service. See chapter 12, section 3.5 for more details. Section 7 is reproduced at appendix D.

Schedule 29, paragraphs 18 to 26 of the consultant 2003 hospital doctor terms and conditions: This mirrors the hospital doctor maternity provisions which provide increased pay above the GWC maternity pay provisions as explained in chapter 12, section 3.4. However, there is also a requirement for the adopter to have 12 months’ continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. Schedule 29 is reproduced at appendix E.

It is good employment practice for employers to offer enhanced adoption pay provisions.
4. Locum reimbursement to the practice

4.1 Reimbursement available to a GMS practice
Under paragraph 9 of the Statement of Financial Entitlements (SFE) a GMS practice is entitled to apply to its PCO for locum reimbursement while its salaried GP (a performer) is on adoptive leave. The amount of locum reimbursement is for 2009-10 up to £978.91 per week for the first two weeks and then up to £1,500 per week for the next 24 weeks, although the PCO is able to use its discretion to reimburse more. This locum reimbursement is normally only available if the practice hires a locum GP to cover the work of the salaried GP on adoptive leave. Practices are advised to inform their PCO in advance of the pending adoptive leave and to seek confirmation of the level of reimbursement available.

4.2 Reimbursement available to non-GMS practices
It is expected that PMS practices will have the benefit of locum reimbursement included in their contract for services with the PCO. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should contact the BMA for advice if the contract is unclear.
Chapter 14
Paternity leave

This chapter sets out the statutory paternity entitlements that are available to all employees, and then goes on to give details of how this relates to salaried GPs.

Sections 1 to 4 are relevant to salaried GPs and their employers. Section 5 is relevant to GP employers.

1. Statutory paternity leave and pay

1.1 Entitlement to statutory paternity leave and pay
To qualify for statutory paternity leave and pay, the employee must have 26 weeks’ continuous employment with the current employer ending with the 15th week before the expected week of childbirth (or in case of adoption, ending with the date of the placement notification). Also, the employee must have responsibility for the upbringing of the child, and either be the father, civil partner or partner of the child’s mother/adopter.

Paternity leave can be taken by a female or male employee.

Paternity leave is for one week or two consecutive weeks, which must be taken within the first eight weeks following a child’s birth or adoption.

1.2 Notification requirements
There are separate notification requirements depending on whether paternity leave follows the birth of a child or the adoption of a child.

1.2.1 Notification in the case of a birth
Employees must inform the employer in writing by the 15th week before the expected week of childbirth (EWC), or as soon as reasonably practicable, of each of the following:
• the EWC
• whether one or two weeks’ paternity leave will be taken
• the date the employee wishes the leave to start.
1.2.2 Notification in the case of adoption
Employees must inform the employer of the following within seven days of receiving official notification of a match with a child:

- the date of notification of adoption
- the date of the expected placement of the child with the adopter
- whether the employee will take one or two weeks’ leave
- the date on which the leave will commence.

This notification must be made in writing.

1.3 Returning from paternity leave
On returning from paternity leave, the employee is entitled to return to their same job.

1.4 Statutory paternity pay
For employees who meet the qualifying criteria (as set out in 1.1 above), statutory paternity pay will be payable for the one or two weeks leave at the flat rate weekly payment (of £123.06 from 5 April 2009 and which is due to increase in April 2010), or 90 per cent of average weekly earnings if that is less than the flat rate.

2. Entitlement to fringe benefits during paternity leave
During paternity leave employees are entitled to all fringe benefits granted under their employment contract. For example, CPD entitlements under the contract.
3. Paternity leave and pay for salaried GPs employed under the model salaried GP contract

The model salaried GP contract states that the provisions of section 12 of the GWC Handbook shall apply. However, section 12 was replaced by a new section 7 (as noted in AL (GC) 1/2000), and that section 7 was subsequently revised (AL (GC) 1/2003). The new and revised section 7 of the GWC Handbook is replicated at appendix D.

This section 7 provides full pay for up to two weeks’ paternity leave where the employee has at least 12 months’ service at the beginning of the week in which the baby is due. However, no reference is made to previous/continuous NHS service. Therefore only the time spent with the current employer will be taken into account in determining whether the eligibility criteria are met for this.

The Northern Ireland version of the model contract refers to section 12 of the Joint Council Handbook for Northern Ireland which contains the same provisions as the new section 7 of the GWC Handbook.

As is noted in section 4 below, Schedule 29 of the hospital terms and conditions of service provides enhanced provisions as it recognises previous continuous NHS service. Salaried GPs may therefore wish to negotiate this into their employment contract.

Whether the GWC handbook or Schedule 29 of the consultants’ terms and conditions are incorporated, the salaried GP is required to give the employer at least 28 days notice before the leave is due to start.
4. Paternity leave and pay for salaried GPs not employed under the model salaried GP contract

GPs who are not employed under the model salaried GP contract must receive at least the statutory provisions as set out under section 1 above. It is possible for these provisions to be improved upon as part of the contract of employment.

Improvements could be achieved by adopting either:

- the relevant section of the new section 7 of the GWC Handbook (as does the model salaried GP contract). This provides full pay for up to two weeks’ paternity leave where the employee has at least 12 month’s service with the current employer. Section 7 of the GWC Handbook is replicated at appendix D.

- Schedule 29 of the consultants’ terms and conditions (as at 1 April 2008). This also provides two weeks’ full pay, but unlike section 7 it is available for employees with at least 12 months continuous service with one or more NHS employers. It therefore takes account of a salaried GP’s previous continuous NHS service (not only service with their current employer), and is therefore more advantageous to salaried GPs than the paternity section of GWC Handbook. Furthermore, when this Schedule 29 is incorporated alongside paragraph 1.7 of the model contract offer letter (or similar wording regarding defining NHS service as including GP work) it should allow previous GP work too to be taken into account in determining the 12 months’ eligibility criteria. Schedule 29 of the hospital terms and conditions is replicated at appendix E.

These adoptions could be achieved by referring to the new section 7 of the GWC handbook or Schedule 29 of the hospital terms and conditions, and/or replicating the provisions of the relevant section in the written contract of employment.
It is good employment practice for employers to offer enhanced paternity leave and pay provisions.

5. **Locum reimbursement to the practice**

5.1 *Reimbursement available to a GMS practice*

Under paragraph 9 of the Statement of Financial Entitlements (SFE) a GMS practice is entitled to apply to its PCO for locum reimbursement while its salaried GP (a performer) is on paternity leave. The amount of locum reimbursement is currently (2009-10) up to £978.91 per week for up to two weeks, although the PCO is able to use its discretion to reimburse more. This locum reimbursement is normally only available if the practice hires a locum GP to cover the work of the salaried GP on maternity leave.

Practices are advised to inform their PCO in advance of the pending paternity leave and to seek confirmation of the level of reimbursement that will be available.

5.2 *Reimbursement available to non-GMS practices*

It is expected that PMS practices will have the benefit of locum reimbursement included in their contract for services with the PCO. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should contact the BMA for advice if the contract is unclear.
Chapter 15
Other family friendly leave

This chapter covers parental leave, time off to deal with emergencies and flexible working. It sets out the statutory entitlements that employees have to these, and then goes on to give details of the benefits that are available to salaried GPs.

All aspects of this chapter are relevant to both salaried GPs and their employers.

1. Parental leave

1.1 Statutory parental leave

1.1.1 Eligibility for statutory parental leave

Parental leave is available to both parents.

To be eligible for statutory parental leave, the employee must have at least one year's continuous service with their current employer when they apply for the leave. In addition, the employee must have parental responsibility for a child which is aged under five years (or under 18 years of age if the child is disabled, which is defined as the child being entitled to receive disability living allowance).

1.1.2 Length of parental leave

If the above eligibility criteria are met, then the parent will be entitled to 13 weeks leave per child (or 18 weeks if the child is disabled). This leave must be taken in blocks of one week for parents with non-disabled children, and up to four weeks’ leave per year can be taken. The leave must be taken before the child's fifth birthday (or before the child's 18th birthday if the child is disabled, or where the child is adopted either before the fifth anniversary of their placement with the parent or until their 18th birthday if earlier).

1.1.3 Unpaid parental leave

Statutory parental leave is unpaid.
1.1.4 Notification requirements
The employee must provide the following notice to the employer:
• the date the leave will start
• the date the leave will end.
This must be given to the employer at least 21 days before the date he/she wishes the leave to start. For parental leave to be taken immediately following the birth or adoption of the employee’s child 21 days’ notice must normally be given before the expected week of childbirth or placement.

If requested by the employer, the employee must also provide evidence of:
• the child’s age
• proof of having responsibility for the child
• the child’s disability (if relevant).

1.1.5 Employer’s right to delay the period of parental leave
The employer can generally postpone the period of parental leave requested by the employee by up to six months. This is only possible if the employer’s business will be unduly disrupted by the leave, and the employer puts this in writing within seven days of the employee’s request. However, a postponement is not possible where parental leave is to be taken immediately after birth or adoption.

1.1.6 Parental leave and annual leave
Parental leave does not affect an employee’s entitlement to paid annual leave.

1.2 Parental leave for salaried GPs employed under the model salaried GP contract
The model salaried GP contract states that the provisions of section 12 of the GWC Handbook shall apply. However, section 12 was replaced by a new section 7 (as noted in AL (GC) 1/2000), and that section 7 was subsequently revised (AL (GC) 1/2003). The new and revised section 7 of the GWC Handbook is replicated at appendix D.
This section 7 provides unpaid leave for those with 12 months’ NHS service and is available for those who have nominated caring responsibility for a child under the age of 14 (or 18 in cases of adoption or disabled children). It refers to previous NHS service and, given the wording of paragraph 1.7 of the model offer letter, this should mean that the salaried GP’s previous primary care and NHS service would be taken into account in determining the required 12 months’ service for parental leave. Also, as there is no reference in section 7 of the GWC Handbook for this to be continuous NHS service, a salaried GP’s previous primary care/NHS service may be aggregated to meet the 12 months’ eligibility criteria.

While the model salaried GP contract provides additional benefits to salaried GPs, Schedule 29 of the hospital consultants’ 2003 terms and conditions are more favourable. The details of Schedule 29 are set out in section 1.3 below and are replicated at appendix E.

The Northern Ireland version of the model contract refers to section 12 of the Joint Council Handbook for Northern Ireland which contains the same provisions as the new section 7 of the GWC Handbook.

**1.3 Parental leave and pay for salaried GPs not employed under the model salaried GP contract**

GPs who are not employed under the model salaried GP contract must receive at least the statutory provisions as set out under section 1.1 above.

It is possible for the statutory provisions to be improved upon as part of the contract of employment.
Possible means of doing this include adopting either:

- the relevant part of the new section 7 of the GWC Handbook (as in the model salaried GP contract). The provisions of this are set out in section 1.2 above. Section 7 of the GWC Handbook (with the relevant part being paragraph 2.1 to 2.6 on parental leave) is at appendix D.

- Schedule 29 of the hospital consultants’ 2003 terms and conditions. This provides unpaid leave with no qualifying service, and is available for those who have nominated caring responsibility for a child under the age of 14 (or 18 in the cases of adoption or disabled children). Schedule 29 of the hospital terms and conditions is at appendix E.

Either of the above provisions could be incorporated into a salaried GP’s employment contract by reference to it in the contract or by replicating the text of the section in the contract. Alternatively the employer and salaried GP may wish to agree on alternative improvements, which should then be referred to in the written contract.

It is good employment practice for employers to offer enhanced parental leave provisions.

2. Time off to deal with emergencies

2.1 Statutory right to time off to deal with emergencies

2.1.1 Eligibility criteria and details of the right

There is a statutory right for all employees regardless of length of service to be entitled to a reasonable amount of time off work (generally regarded as a day or so) to:

- provide assistance to a dependant
- make arrangements for the provision of care for a dependant
- deal with events in consequence of the death of a dependant.
A dependant is a spouse, civil partner, child, parent or person sharing a house other than in the capacity of lodger.

2.1.2 Notification requirements
The employee must inform the employer of the following as soon as reasonably practicable:
• the reason for absence
• how long the absence will (or is likely to) last.

2.1.3 Employer’s right to delay
The employer has no right to delay the time off for the employee to deal with emergencies.

2.1.4 Unpaid time off
There is no statutory right for an employee to be paid during such time off.

2.2 Time off to deal with emergencies for salaried GPs employed under the model salaried GP contract
The model salaried GP contract states that the provisions of section 12 of the General Whitley Council Handbook shall apply. However, section 12 was replaced by a new section 7 (as noted in AL (GC) 1/2000), and that section 7 was subsequently revised (AL (GC) 1/2003). The new and revised section 7 of the GWC Handbook is replicated at appendix D.

Section 7 of the GWC Handbook provides that a salaried GP shall be granted time off from work for domestic reasons – which covers from genuine domestic emergencies through to bereavement. It also notes that relatively short periods of leave for emergencies will be paid. In terms of time off for dependants, a dependant is defined as someone who is an employee’s parent, wife, husband, partner, child or is someone who relies on the employee in a particular emergency.

The Northern Ireland version of the model contract refers to section 12 of the Joint Council Handbook for Northern Ireland which contains the same provisions as section 7 of the GWC Handbook.
While the model salaried GP contract provides additional benefits to salaried GPs, Schedule 29 of the hospital consultants’ 2003 terms and conditions are more favourable. The details of Schedule 29 are set out in section 2.3 below and are replicated at appendix E.

2.3 Time off to deal with emergencies for salaried GPs not employed under the model salaried GP contract

GPs who are not employed under the model salaried GP contract must receive at least the statutory provisions as set out under section 2.1 above. It is possible for these provisions to be improved upon as part of the contract of employment, and it is good employment practice for employers to offer enhanced provisions for time off for emergencies.

Possible means of offering improved terms and conditions include adopting either:

- the relevant part of the new section 7 of the GWC Handbook (as in the model salaried GP contract). The provisions of this are explained in section 2.2 above. Section 7 of the GWC Handbook (with the relevant parts being paragraphs 1.4 and 2.18 to 2.24 on leave/time off for domestic reasons) is at appendix D.

- Schedule 29 of the hospital consultants’ 2003 terms and conditions. This provides an expectation that the short periods of time off will be paid. It also provides a wide definition of a dependant, so that it includes someone who is married to, or is a partner or civil partner of the employee, or ‘a near relative’ or someone who lives at the same address as the employee. A relative for this purpose includes parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency. Schedule 29 of the hospital terms and conditions is at appendix E.
Either of the above provisions could be incorporated into a salaried GP’s employment contract by reference to it in the contract or by replicating the text of the section in the contract. The ideal for the salaried GP would be to incorporate the relevant parts of Schedule 29 of the consultants’ terms and conditions. The incorporation of either could be achieved by referring to the relevant section of the external document or replicating the provisions of that section in the contract.

3. Flexible working

3.1 Statutory right to request flexible working

3.1.1 Eligibility criteria for the statutory right to request flexible working

Employees have a right to request to work flexible hours if at the time of their request they have been employed by their current employer for at least 26 weeks. In addition, they must be either:

- the parent of a child aged 16 or under (or under 18 where the child is disabled), and responsible for the child (so this includes adoptive, guardian and foster parents and their partners)
- or
- the carer of, or expect to be the carer of, an adult spouse, partner, civil partner, relative or adult who lives at the same address.

3.1.2 Application requirements

The employee must put their request to work flexibly in writing. This must be dated and set out each of the following:

- that the application is made under the statutory right to request a flexible working pattern
- the change in the working pattern applied for, including the date from which the employee wishes it to start
- the effect if any the employee thinks the change would have on the employer and how such an effect might be dealt with
that the employee meets the eligibility criteria set out above,
explaining which of the criteria is met
whether the employee has made a previous application and, if so, when.

3.1.3 Legal duty on the employer to consider the application
Within 28 days of the request in writing, the employer must meet with
the employee to discuss the application. The employee must be allowed
to take a companion to this meeting if they so wish. During this
meeting the employer should listen and consider the points made by
the employee. Within 14 days of the meeting the employer must
provide a written and dated notification of its decision.

An employer can only reject an application for one or more of the
following specific reasons:
• burden of additional costs
• detrimental effect on the ability to meet customer demand
• inability to reorganise work among existing staff
• inability to recruit additional staff
• detrimental impact on quality or performance
• insufficiency of work during periods that the employee proposes to work
• planned structural changes.

If the employer decides to reject the application, then it must state
which of the above grounds for rejection are considered to apply,
explain why those grounds apply and set out the appeal procedure.

3.1.4 Appealing against an employer’s decision
An appeal request must be made by the employee within 14 days of
the employer’s decision. Following this request the employer must within
14 days either uphold the appeal and so allow the requested flexible
working or meet with the employee to discuss the appeal.
If an appeal meeting is held, then within 14 days of this the employer must set out in writing the decision of the appeal meeting.

3.2 Improvements to the statutory right to request flexible working
Provisions can be incorporated into a contract of employment to provide benefits additional to the statutory right. Such improvements could include, for example, reducing the amount of continuous service required to receive the right, as well as increasing the age of the child and the scope of the adults requiring care.

3.3 Right to request flexible working for salaried GPs employed under the model salaried GP contract
The model salaried GP contract does not provide any additional provisions on flexible working which are above the statutory right. Employers and employees may therefore wish to amend the contract to allow for improvements, for example as set out in 3.2 above.

3.4 Right to request flexible working for salaried GPs not employed under the model salaried GP contract
GPs who are not employed under the model salaried GP contract must receive at least the statutory right as set out at 3.1 above. As noted in section 3.2 it is possible for these provisions to be improved upon as part of the contract of employment.
Chapter 16
Sick leave and pay

This chapter covers statutory and contractual sick pay entitlements for salaried GPs, as well as locum reimbursement which may be available to GP employers from the PCO when a salaried GP is on sick leave.

Sections 1 to 4 are relevant to both salaried GPs and their employers.
Section 5 is relevant to GP employers.

1. Sick leave and annual leave
Details of whether a salaried GP is entitled to the accrual of annual leave entitlement during sick leave and the cancellation of annual leave due to sickness is set out in chapter 9, section 3.

2. Statutory sick pay

2.1 Eligibility criteria
All employees are entitled to at least statutory sick pay (SSP) from their employer provided that they earn £95 a week or more on average. It is not possible to claim SSP at the same time as statutory maternity pay, maternity allowance, or statutory paternity or adoptive pay. SSP is also not payable if the employee is in legal custody, is taking part in trade union action or was receiving Incapacity Benefit in the eight weeks prior to the illness.

2.2 Amount of payment
SSP is payable from the fourth day of any period of sickness, including weekends and bank holidays. It is then paid for every day that the employee would normally be working for up to a maximum of 28 weeks.

The SSP rate is £79.15 per week as of 1 April 2009, and is due to increase on 1 April 2010.
2.3 Notification requirements
To receive SSP, the employee must inform the employer that they are sick within seven days after they first became ill. If the employee does not inform the employer straight away, then SSP payment can be withheld for the period of the delay.

There is no requirement for the employee to provide medical evidence when they first become sick. However, the employer may ask for a sick note from the employee’s doctor or hospital if an employee is off sick for more than seven days (including weekends and bank holidays). This time may be extended during a flu pandemic.

While the above provisions are the requirements for SSP, the employee’s contract of employment may provide more stringent notification requirements which the employee must comply with in order not to breach the contract.

3. Sick pay for salaried GPs employed under the model salaried GP contract

3.1 Sick pay allowances
The model salaried GP contract provides improved sick leave benefits, in line with hospital doctors.

The model contract states:
‘A practitioner absent from duty owing to illness, injury or other disability shall… be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Hospital Conditions of Service.’

The hospital terms and conditions of service can be located at: www.nhsemployers.org/pay-conditions/pay-conditions-467.cfm

This gives the salaried GP the following sick leave allowances:
during the first year of NHS service: one month's full pay and (after completing four months’ service) two months’ half pay

during the second year of NHS service: two months’ full pay and two months’ half pay

during the third year of NHS service: four months’ full pay and four months’ half pay

during the fourth and fifth years of NHS service: five months’ full pay and five months’ half pay

after completing five years of NHS service: six months’ full pay and six months’ half pay.

3.2 Calculating years of service for sick leave under the model contract

All previous continuous NHS service, including locum service, is aggregated for the purposes of sick leave. Continuous service for sick leave purposes means without a break of more than 12 months. But some breaks do not count as a break, namely:

• an overseas rotational appointment
• an overseas appointment which is considered by the Postgraduate Dean or College or Faculty Adviser in the specialty concerned to be part of a suitable programme of training
• voluntary service

and during that time:

• the doctor did not undertake any other work outside the NHS, apart from limited or incidental work during the period of the training appointment or voluntary service; and
• there has been no unreasonable delay between the training or voluntary service abroad ending and the commencement of an NHS service post.

‘NHS service’ means any work undertaken for a PCO and in an NHS hospital. In addition, paragraph 1.7 of the model contract notes that NHS employment includes all GMS, PMS and APMS work undertaken
as a GP provider/principal, salaried GP and locum doctor. Given this, the view of the BMA’s legal department is that this wording can be interpreted as meaning that such work counts as previous service for the purpose of calculating continuous NHS service. However, this issue has not been tested in a court of law.

3.3 Notification requirements
In order to be eligible for the above contractual sick pay, the salaried GP must immediately notify the employer of the incapacity. Such notification must be in the form as laid out by the employer.

If the sickness absence continues for more than three days, the salaried GP must submit a self-certificate statement of the nature of the illness within the first seven days of absence.

If the sickness continues beyond the first seven days, further statements must be submitted to cover this absence, although these should not normally be required more often than once every seven days. Unless the employer otherwise sets out, these statements should be medical certificates completed by a doctor, other than the sick salaried GP.

If the sick salaried GP is entering a hospital or similar institution for their illness, then they must submit a doctor’s statement on entry and on discharge rather than periodical medical certificates. However, if the period of absence is seven days or less then the salaried GP may submit a self-certificate.

3.4 Improving the sick pay arrangements under the model contract
It is possible for the model contract to be improved upon, and thus for a salaried GP to be provided with more enhanced sick pay arrangements.

4. Sick pay for salaried GPs not employed under the model salaried GP contract
GPs who are not employed under the model salaried GP contract must receive at least SSP (provided that they meet the qualifying criteria) as
set out under section 2 above. To ensure parity with those employed under the model contract and as good employment practice, employers may wish to provide enhanced contractual sick pay arrangements above the SSP. The sick pay terms set out in the model contract could be used as a benchmark for this.

5. Locum reimbursement to the practice

5.1 Reimbursement available to a GMS practice
Under paragraph 10 of the Statement of Financial Entitlements (SFE) a GMS practice is entitled to apply to its PCO for locum reimbursement while its salaried GP (a performer) is on sick leave for more than one week. The amount of locum reimbursement is currently (for 2009-10) up to £978.91 per week, although the PCO is able to use its discretion to reimburse more. This locum reimbursement is normally only available if the practice hires a locum GP to cover the work of the salaried GP on sick leave, and the PCT can use a variety of factors to determine whether it was/is necessary to engage a locum.

Practices are advised to inform their PCO as soon as possible of the sick leave and to obtain confirmation of the level of reimbursement that will be paid.

5.2 Reimbursement available to non-GMS practices
It is expected that PMS practices will have the benefit of locum reimbursement included in their contract for services with the PCO. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should contact the BMA for advice if the contract is unclear.
Chapter 17
Termination of employment

This chapter is relevant to both salaried GPs and their employers.

Salaried GPs who are dismissed should contact the BMA immediately. Similarly, employers considering ending a salaried GP’s contract should also contact the BMA as a matter of urgency. These services are only available to BMA members.

There are various ways in which an employee’s contract of employment may be terminated. Some of these will be regarded as a dismissal and so may give rise to a legal claim.

This chapter covers:
- termination by mutual agreement
- resignation
- ending of a fixed term contract
- dismissal with notice
- dismissal without notice
- termination due to frustration
- constructive dismissal
- redundancy

1. Termination by mutual agreement
If the employer and employee both agree that the contract of employment should end, then this is not a dismissal. This includes if the employer persuades the employee to leave through a financial incentive. However, an instruction to ‘resign or be sacked’ or other similar pressure is not regarded as termination by mutual agreement.

Termination by mutual agreement is not regarded as a dismissal.

2. Resignation
If an employee genuinely resigns, then this is not a dismissal. The employee must give one week's notice to the employer, unless the contract of employment states the employee must give a longer period of notice. The model salaried GP contract states that the minimum period of notice by an employee is three months.
Resignation is not regarded as a dismissal.

3. Ending of a fixed term contract
A fixed term contract is one which terminates on either:
- a specific date or after a specified amount of time
- the completion of a particular task
- the occurrence (or non-occurrence) of an event.
Also if the fixed term contract is terminated prematurely then payment in lieu of lost wages may be available. More details on fixed term contracts are set out in chapters 18, 21 and 22.
Ending of a fixed term contract is regarded as a dismissal: see chapter 18.

4. Dismissal of the employee with notice
As a minimum, an employee with at least one month’s service with their current employer must be given the following paid notice period depending on their length of service:

- employed for between one month and less than two years – one week’s notice
- employed for more than two years and less than 12 years – one week’s notice for each complete year employed
- employed for 12 years or more – 12 weeks’ notice.

However, the contract of employment may provide for a longer notice period. The model salaried GP contract provides a minimum of three months’ notice regardless of length of service.

The employee may be paid in lieu of notice where this is provided for in the contract of employment. Where the contract does not refer to pay in lieu of notice, the employer should only provide this after seeking advice since it could have adverse implications. The model salaried GP contract allows payment in lieu of notice.
Dismissal with notice is regarded as a dismissal: see chapter 18.
5. Termination without notice (‘summary dismissal’)

A summary dismissal means a dismissal without notice or without pay in lieu of notice.

Summary dismissal is regarded as a dismissal: see chapter 18.

Under the model salaried GP contract, the salaried GP can be dismissed forthwith (and in line with the employer’s employment procedures) if either:

- the salaried GP’s name is removed or suspended from the Medical Register (except under section 30(5) of the Medical Act 1983 – whereby medical practitioners who have been written to at a certain address by the Registrar but no answer has been received from that address for six months are erased from the Medical Register)
- the salaried GP’s name is removed or suspended from a PCO Performers List
- the salaried GP commits any gross or persistent breaches of his/her obligations under the employment contract
- the salaried GP is guilty of illegal substance abuse or habitual insobriety.

Further information on the procedures to follow is set out in chapter 18. Salaried GPs and their employers should also contact the BMA immediately in such circumstances.

6. Termination due to frustration

Frustration of a contract occurs when either it is impossible for the contractual obligation to be performed, or the circumstances (such as long-term sickness or imprisonment) would render the contract substantially different from that envisaged by the parties at the time of the contract being entered into.

If the contract is frustrated then there is no requirement for the employee to be given notice of the termination. However, it can be difficult to prove that the contract has been frustrated since factors need to be taken into account, such as the employee’s role and duties, the need for work to be done, etc. Further advice on this should be sought.
from the BMA. Indeed, due to the potential difficulties for employers in proving frustration, it would be advisable where possible for employers to follow at least the ACAS Code of Practice on disciplinary and dismissal procedures (details of which are set out in chapter 18). Termination due to frustration is not regarded as a dismissal (except for statutory redundancy purposes).

7. Constructive dismissal
This occurs when an employer commits a serious breach of contract, the employee resigns as a direct result of the breach and does not waive the breach (i.e., the resignation should occur immediately after the breach). Constructive dismissal is regarded as a dismissal.

However, constructive dismissal is not a cause of action in itself, and so to bring a claim (e.g., a claim of wrongful dismissal and/or unfair dismissal) against the employer the elements of that claim must be proved (see chapter 18 for more details).

Salaried GPs who are contemplating resigning due to a serious breach by the employer should contact the BMA for urgent advice.

8. Redundancy

Redundancy is regarded as a dismissal: see chapter 19.
Chapter 18
Employment protection

The BMA specialises in advising salaried GPs on their employment rights and assisting employers to ensure that they do not breach statutory and contractual requirements. The following provides only a summary of the types of employment protections available, and is no substitute for obtaining individual expert advice by contacting the BMA directly.

This chapter is relevant to both salaried GPs and their employers.

1. Claims against dismissal
The two main claims that may be brought against an employer are for wrongful dismissal and/or unfair dismissal.

2. Wrongful dismissal
2.1.1 Definition of wrongful dismissal
Wrongful dismissal occurs when there has been a breach of contract by the employer, normally where an employee has not committed gross misconduct and yet is dismissed without notice or with inadequate notice.

The amount of notice required will be as set out in the contract of employment, and must be at least the statutory minimum as explained in chapter 17, section 4. Where there is a fixed-term contract and no notice period is stated in the contract, then the notice period is deemed to be until the end of the fixed-term contract.

2.1.2 Eligibility to bring a claim for wrongful dismissal
There is no qualifying period of service for an employee to bring a claim of wrongful dismissal.
The claim must be brought either in the employment tribunal within three months of the effective date of dismissal (the last day they actually worked) or brought within the county court or high court within six years. The maximum that can be awarded by an employment tribunal for a wrongful dismissal claim is currently £25,000, while the county and high courts can award more.

2.1.3 Damages for wrongful dismissal
An employee is able to claim for the net loss of wages and fringe benefits that they would have received during their notice period. However, there is a duty on the employee to mitigate the loss and therefore employees should at least seek alternative employment and, where offered, take up a suitable new post. The new wages earned will then be offset against the loss of wages and benefits during the notice period.

In addition to lost wages and benefits, employees are able to claim for loss of reputation and psychological damages where these apply.

Salaried GPs who are contemplating bringing such a claim should contact the BMA immediately for expert advice. This service is only available to BMA members.

3. Unfair dismissal
3.1 Eligibility to bring a claim
An employee must normally have at least one year’s continuous service with the current employer to bring a claim of unfair dismissal. This qualifying period does not apply where the dismissal is due to discrimination on the grounds of sex, age, race, disability, sexual orientation, religion or belief (or, in Northern Ireland, political opinion for which the procedure for bringing a claim differs from that set out below). There are also other specific statutory reasons for dismissal which are regarded as automatically unfair and do not require the one year qualifying period.
Also, the unfair dismissal claim to an employment tribunal must be commenced within three calendar months of the effective date of dismissal (EDT). This deadline can be extended in very specific circumstances. Given the strictness of the time limit it is vital that salaried GPs contact the BMA immediately on being faced with any disciplinary procedure or dismissal.

For details about bringing a claim against dismissal from a Northern Ireland post on the grounds of religious belief or political opinion, BMA members should contact the BMA without delay.

3.2 Statutory right not to be unfairly dismissed
All employees who meet the eligibility criteria (as set out in section 3.1 above) have the right not to be unfairly dismissed.

Unfair dismissal can occur due to one of the following:
• an employer dismissing an employee for a reason which is not fair (see section 3.3 below)
• the dismissal not being fair in all the circumstances – eg given all the facts of the case the dismissal not being within the band of reasonable responses open to the employer (see section 3.4 below).

In Northern Ireland, it may also be unfair dismissal if the employer fails to follow the statutory disciplinary and dismissal procedure (SDDP) (see section 3.5 below).

3.3 Unfair reason for a dismissal
An employer should not dismiss a salaried GP for an unfair reason, as to do so may lead to a claim for unfair dismissal.

There are six statutory fair reasons:
• capability (eg qualifications, illness, incompetence)
• conduct
• redundancy (see chapter 19)
• statutory illegality
• some other substantial reason to justify the dismissal of an employee holding the position which the employee held (eg an employee specifically employed to provide maternity leave cover when the worker on maternity leave returns; imprisonment)
• retirement.

3.4 Unfair in all the circumstances
Whether a dismissal is fair or unfair will also depend on whether the employer acted reasonably in treating the reason as a sufficient reason for dismissal given the circumstances and the size of the employer’s business. To be fair the decision to dismiss must be within the band of reasonable responses open to the employer.

For this reason it is vital that the employer undertakes a reasonable investigation into any alleged misconduct.

3.4.1 Unreasonable dismissal
ACAS has produced guidance on when it is appropriate to dismiss an employee. The ACAS Code (both the old and new versions) states the following:

• For confirmed misconduct or unsatisfactory performance: it is usual for the employer to give the employee a first written warning, rather than to dismiss for a first misconduct offence. Any further act of misconduct or failure to improve performance within a set period should normally be dealt with by a final written warning. The old Code and the ACAS guidance to the new Code recommends dealing initially with a first and minor misconduct/poor performance informally (ie through a quiet word).

• Where first misconduct or performance is sufficiently serious: it may be appropriate to move directly to a final written warning. This might occur where the employee’s actions have had, or are liable to have, a serious or harmful impact on the organisation.
The first or final written warning should set out the nature of the misconduct or poor performance and the change required with a timescale. These should also highlight the consequences of further misconduct or failure to improve – eg that misconduct following a final written warning may result in dismissal.

### 3.4.2 Employer’s own disciplinary and dismissal procedure

If the employer breaches its in-house procedure (eg dismisses an employee for a one-off incident which the in-house guidance defines as a minor misconduct) then the employment tribunal may take this into account in determining whether the dismissal was fair in all the circumstances.

### 3.5 Dismissal procedure

This section covers the statutory disciplinary and dismissal procedure (SDDP) which is in force for Northern Ireland, and how this impacts on the rest of the United Kingdom. It also covers the ACCS Codes of Practice and contractual procedures for discipline and dismissal.

Salaried GPs and their employers can obtain detailed advice on all of the above from the BMA.

#### 3.5.1 Statutory disciplinary and dismissal procedure (SDDP)

The SDDP previously applied throughout the United Kingdom. However, it was repealed from 6 April 2009 for new cases in England, Wales and Scotland. The SDDP still applies in Northern Ireland.

The three-step SDDP is set out at section 3.5.1.3 below.
3.5.1.1 England, Wales and Scotland

It is no longer a statutory requirement for employers in England, Wales and Scotland to follow the SDDP for new cases. However, it is good practice for employers to continue to follow the SDDP. Furthermore this may be required in the salaried GP's contract of employment or disciplinary/dismissal handbook.

As is noted at section 3.5.2.1 below, there is a revised ACAS Code of Practice with which employers should comply.

As a result of the change, some employers may wish to review their disciplinary and dismissal procedures. Individual guidance on this can be obtained by contacting the BMA.

3.5.1.2 Northern Ireland

The SDDP is still in place in Northern Ireland. Failure to follow this will automatically result in a finding of unfair dismissal (provided that the salaried GP met the eligibility criteria and brought the claim within the required time frame).

See section 3.5.1.3 below for the three-step statutory procedure.

3.5.1.3 SDDP: the three steps

As noted above, the SDDP was repealed in England, Wales and Scotland from 6 April 2009. It remains in force in Northern Ireland.

In short the SDDP consists of the following:
<table>
<thead>
<tr>
<th>STEP 1</th>
<th>The employer writing to the employee setting out the reasons why they are considering dismissing or disciplining the employee and inviting the employee to a meeting.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STEP 2</strong></td>
<td>A meeting being held between the employer and employee to discuss the reasons why they are considering disciplining or dismissing the employee. The employee should also be given a reasonable opportunity to consider their response to the employer’s statement prior to the meeting, and be given the opportunity to state their case at the meeting.</td>
</tr>
<tr>
<td><strong>STEP 3</strong></td>
<td>The employee being informed of the employer’s decision and of their right to appeal if they are unsatisfied with the decision. If an appeal is sought the employee must be invited to an appeal meeting.</td>
</tr>
</tbody>
</table>

Where the SDDP is in force, if one stage of the procedure is not followed, then an employment tribunal regards the dismissal as unfair. This is so even if there was a fair reason for dismissal. Failure to follow these procedures can also result in any compensation award being increased or decreased by up to 50% depending on whether it is the employer or employee who is at fault for the procedure not being followed.

In cases of gross misconduct (which for these purposes is defined stringently), a modified two-step SDDP can apply.

**3.5.2 ACAS Code and its equivalent**

**3.5.2.1 ACAS Code: England, Wales and Scotland**

To reflect the repeal of the SDDP from 6 April 2009, ACAS has issued a revised Code of Practice. This is available to download at: [http://www.acas.org.uk/index.aspx?articleid=2174](http://www.acas.org.uk/index.aspx?articleid=2174)

This is supplemented by ACAS guidance, Discipline and grievances at work: the ACAS guide.
The new Code is similar in parts to the SDDP (but, unlike with the SDDP, failure to follow it will not amount to an automatic unfair dismissal). It notes that the key ways an employer should handle disciplinary issues include the following:

1. Establish the facts of each case: carry out necessary investigations of potential disciplinary matters without unreasonable delay, and if an investigatory meeting is held then this should not by itself result in any disciplinary action. The Code advises employers to resolve concerns about an employee’s conduct informally if possible.

2. Inform the employee of the problem in writing: this should contain sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case at a disciplinary meeting. If the employer is to rely on any written evidence (including witness statements) these should be attached.

3. Hold a meeting with the employee to discuss the problem: the employer and/or employee may call witnesses to attend the hearing, and if either intends to do so then advance notice should be provided to the other side. At the meeting the employer should explain the complaint against the employee and the evidence that has been gathered. The employee should be allowed to set out their case, to ask questions, present evidence and call relevant witnesses. The employee should be allowed to be accompanied at the meeting (for more details on the right to be accompanied, see section 3.7 below).

4. Decide on appropriate action. After the meeting decide whether or not disciplinary or any other action is justified. For further details of whether action is reasonable and the consequences of this, see section 3.4 above.

5. Provide employees with an opportunity to appeal.
If the tribunal considers that an employer has unreasonably failed to follow a provision of the new ACAS Code they can increase any award to the employee by up to 25 per cent.

### 3.5.2 LRA Code: Northern Ireland

In Northern Ireland, the relevant Code of Practice is the Labour Relations Agency (LRA) Code. This is very similar to the ‘old’ ACAS Code. The LRA Code can be found at: [http://www.lra.org.uk/index/agency_publications-2](http://www.lra.org.uk/index/agency_publications-2) – and then select employment matters

Unlike elsewhere in the United Kingdom, the Code of Practice which applies in Northern Ireland has not been amended. The LRA Code reflects the SDDP, as in Northern Ireland the SDDP still applies. Failure to follow the LRA Code may be taken into account by the employment tribunal to determine whether the dismissal was fair in all the circumstances.

### 3.6 Contractual provisions

#### 3.6.1 GPs employed under the model salaried GP contract: contractual disciplinary and dismissal procedure

The model salaried GP contract states that the relevant hospital doctor conditions of service shall apply subject to the disciplinary procedures of the practice as they apply to medical staff or other employees.

The hospital conditions of service are generally hospital doctor focused. However, the model contract allows employers to use the same in-house procedures as they use for other staff and so this is likely to be the means used by employers in disciplining or dismissing a salaried GP.
order to avoid confusion for either party, it is advisable for the written contract of employment to specify whether only the in-house procedure is to apply and to give details of where this can be located.

In Northern Ireland, the in-house procedures should follow at least the SDDP in order to avoid a claim of unfair dismissal.

3.6.1 GPs not employed under the model salaried GP contract: contractual disciplinary and dismissal procedure
Salaried GPs who are not employed under the model contract should check with their employer as to what contractual disciplinary and dismissal procedure will apply.

In Northern Ireland, this should at least follow the SDDP.

The employer should keep their in-house procedure in an accessible location and inform the employee of where it can be found.

3.7 Awards where unfair dismissal is proved
The awards available are:
- reinstatement
- re-engagement
- monetary award.

If requested by an employee, it is possible that an employment tribunal may recommend that the employee is reinstated to their previous role or re-engaged in another role. However, the tribunal will take into account whether it is practicable for the employer to comply with an order to reinstate or reengage and, where the employee caused or contributed to some extent to the dismissal, whether it would be just to make either of the orders.

If neither of the above are ordered, successful employee claimants will be entitled to a basic award for unfair dismissal. This is currently capped at £11,400. They may also be entitled to a compensatory award which is currently capped at £65,300 although this can be extended by an additional award in certain circumstances.
3.8 Additional rights and awards
Employees have a statutory right to be accompanied by a trade union representative or colleague to disciplinary meetings. Failure by the employer to allow this can result in the employee being awarded compensation.

Employees also have a right to request from their employer a written statement with the reasons for dismissal. This request must be made within 14 days of the dismissal and the employer must then provide it within 14 days. Those who are dismissed while on maternity leave do not need to make the formal request as they are entitled to the written statement automatically. Employees may be awarded compensation where the employer does not comply with this right.

4. Further information and advice
The above provides general information to assist salaried GPs and their GP employers. Members should contact the BMA at the earliest opportunity for expert and individual advice.
Chapter 19
Redundancy

This chapter covers the statutory redundancy procedures and pay, as well as contractual redundancy pay.

This chapter is relevant to both salaried GPs and their employers.

1. Definition of redundancy
Redundancy occurs when an employee is dismissed, and this is wholly or mainly attributable to one of the following:

- the closure (or intended closure) of the employer’s business
- the closure (or intended closure) of the employee’s workplace
- a diminution (or expected diminution) in the need for employees to carry out work of a particular kind in the place where they were employed.

Redundancy is legally regarded as a dismissal. To avoid claims being made against the employer the following procedures should be followed.

2. Redundancy procedures
There are different procedures to be followed by an employer depending on the number of employees to be made redundant within 90 days or less.

2.1 Procedure where up to 19 employees are to be made redundant
The need to follow the statutory dismissal procedures (eg letter, meeting and appeal) differs depending on where the redundancy is occurring. These procedures are set out in chapter 18, section 3. In England, Wales and Scotland the statutory procedures have been repealed, although it is remains good practice to follow them. In Northern Ireland, as a minimum the statutory dismissal procedures must be followed as otherwise this would result in a finding of unfair dismissal for those employed for at least a year and bringing the claim within the required time frame.
In addition, there are various steps which should be followed by all employers to avoid an unfair dismissal. These include:

(a) Select employees fairly
   – identify the need to make redundancies, and consider when, where and how these would best be made
   – determine the area where the redundancies will be occurring and the number of redundancies required
   – invite volunteers
   – objectively select employees for redundancy (e.g., not because an employee is disliked or disruptive; for maternity related reasons; etc)

(b) Warn employees and consult about the redundancy
   – meet with affected employees individually to explain that there is a redundancy situation and that their job is at risk
   – do not send out dismissal notices until consultation has occurred

(c) Consider alternatives to redundancy

(d) Take reasonable steps to deploy affected employees
   – discuss the possibility of alternative work within the practice/organisation
   – fully consider the employee’s suggestions for alternative work
   – allow the employee to take time off to seek external alternative work.

2.2 Procedure where 20 or more employees are to be made redundant

In addition to the steps identified above, if 20 or more people are to be made redundant then the employer should consult with trade union representatives or employee representatives who have been elected according to specific rules.

The employer is also required to notify the Department for Business, Innovation and Skills (BIS) or equivalent in Scotland and Northern Ireland. This consultation and notification must be undertaken at least 30 days prior to the first dismissals for up to 99 employees,
or at least 90 days prior where there are 100+ employees to be made redundant.

While there is no statutory requirement to follow the statutory dismissal procedure in this instance, it is recommended that employers do follow this.

3. Statutory redundancy pay

3.1 Eligibility criteria
Employees must have been employed with their current employer for at least two continuous years to be eligible for statutory redundancy pay (SRP).

3.2 Amount of statutory redundancy pay
SRP is calculated according to:

- complete years of service with the current employer (capped at 20 years)
- age of the employee which is used to determine whether a factor of 0.5, 1 or 1.5 applies
- weekly wage (currently capped at £380).

Years of service \times \text{Age factor} \times \text{Weekly wage} = \text{SRP}

SRP is currently capped at £11,400, and must be paid by the employer.

3.3 Claiming SRP
SRP must be paid by the employer and should be paid automatically.

If the employer does not pay this then the employee must commence a claim with an employment tribunal within six months of the relevant date, unless an extension is just and equitable. Alternatively the employee can write to the employer within six months requesting the SRP.

3.4 Other remedies
In addition to claiming SRP, the other remedies available include:
- wrongful dismissal (see chapter 18, section 2)
• redundancy declaration
• re-instatement, re-engagement or compensation arising from a unfair dismissal claim (see chapter 18, section 3.6).

4. Redundancy pay for GPs employed under the model salaried GP contract

4.1 Contractual redundancy pay
The rules for contractual redundancy pay differ from the statutory redundancy pay provisions.

The model contract states that section 45 of the General Whitley Council (GWC) Handbook applies with regard to redundancy pay. These provisions are set out in appendix F.

While the GWC Handbook is no longer updated, it is specifically referred to in the model salaried GP contract and so at least these GWC Handbook provisions must be applied. However, some aspects of this are age discriminatory and others may be discriminatory; details of this and the steps to be taken by employers is set out in section 4.4 below.

All of the following advice under sections 4.2 to 4.3 below about contractual redundancy pay under the model contract is determined by reading paragraph 7 of the model salaried GP offer letter in conjunction with paragraphs 1.7 and 9 and other relevant parts of the model salaried GP terms and conditions.

4.2 Eligibility for redundancy pay under section 45 of the GWC Handbook
Provided a salaried GP has at least two years (104 weeks) of continuous NHS service then they will be eligible for this contractual redundancy pay. This NHS service will also be used to determine the level of the payment.

Breaks in service of 12 months or less will not break the continuity of service.
4.2.1 Definition of continuous NHS service
The view of the BMA’s lawyers is that ‘NHS service’ for this purpose relates to previous NHS hospital work and/or NHS GP work. It includes all salaried GP and locum GP work regardless of the employer, as long as the GP was performing primary medical services.

Provided that there has not been a break in service of over 12 months, then the continuity of service will not be broken. Therefore where a salaried GP has at least two years of continuous NHS service on joining a practice then he/she would automatically be entitled to contractual redundancy pay if a redundancy situation arose (with the contractual redundancy pay calculated according to the salaried GP’s previous years of service).

However, where there has been such a break in service, the two years of continuous NHS service will need to be regained to be eligible for contractual redundancy pay.

Example 1
A salaried GP is employed by a PCO. The PCO has consulted on redundancies and is planning to make her redundant.

She has been in post with the PCO for the past six months. Prior to this she worked as a locum for six months, and as a GP provider (ie a GP principal) for one year.

As the doctor has two years of continuous NHS service and is employed under the model contract, she should receive contractual redundancy pay. (However, she would not be entitled to statutory redundancy pay as she does not have the required two years of service with the current employer.)
Example 2
A doctor worked as a GP provider for one year. He then took a career break for 13 months, before returning as a salaried GP employed by a nGMS practice. After one year with the practice, the employer consults and announces that it has to make him redundant.

As the doctor had a break in service of more than 12 months he only has one year of NHS service. He therefore will not be entitled to contractual (or statutory) redundancy pay.

4.2.1.1 Counting of previous locum GP work
Locum GP work can often be sporadic, with sometimes only a few days being worked per week at any given time as well as there being some weeks when no work is undertaken.

It is essential for GPs who have undertaken locum work and wish for this to count towards their 104 weeks’ service to keep or seek proof of when this work was undertaken. The BMA’s legal view is that some locum work undertaken in any week (e.g. one session in a week) will count as one week’s NHS service.

4.3 Contractual redundancy pay: exceptions
Redundancy pay is not available if a salaried GP takes up an NHS or GP post (including as a GP partner, locum or salaried GP) within four weeks of the termination date.

4.4 Age discrimination and the GWC Handbook
Due to the age discrimination legislation, paragraph 8.2 of s45 GWC Handbook should not be applied by employers. This paragraph states that employees will not be entitled to the redundancy payment if they are aged 65 years or over.

Paragraph 4 of s45 GWC Handbook could potentially also be classed as discriminatory on the grounds of age. This is because:
• there is preferential treatment of employees aged over 41 years who were not entitled to receive payment under the NHS superannuation scheme. These employees could receive up to 66 weeks’ redundancy pay, whereas others are only entitled to a maximum of 30 weeks’ pay after 20 years service
• there is reference to calculating reckonable service only for those aged 18 or over.

It is possible that the provisions noted in the first bullet point above could be justified by the employers on the basis that older employees might suffer greater hardship and that those not entitled to receive superannuation should be entitled to more. However, the second bullet point appears to be plainly discriminatory and therefore cannot be justified.

In order to avoid the risk of discrimination, employers may wish to revise these provisions in the written contract for their salaried GP. One option would be to change this to the redundancy provisions in the hospital doctor terms and conditions of service. However, salaried GPs will want to ensure that moving to these will be more beneficial to them. Please see section 4.4 below for a comparison of the two provisions.

In order to rely on the hospital doctor redundancy provisions, this must be incorporated into the contract, ideally by writing it in. It cannot be assumed that it will automatically apply.
4.5 Comparison of the hospital doctor and GWC redundancy provisions

<table>
<thead>
<tr>
<th>Hospital doctor terms and conditions</th>
<th>General Whitley Council Handbook</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Where a doctor has worked for more than one provider (e.g., a locum GP) then there must not have been a break of more than one week (Saturday to Saturday) between placements.</td>
<td>No similar condition in s45 GWC Handbook.</td>
</tr>
<tr>
<td>2. Lump sum payment: One month's pay for each complete year of reckonable service capped at 24 years. (Maximum = 24 months' pay/104 weeks' pay)</td>
<td>Based on age and reckonable service: (a) for those aged 41 or over who are not immediately after the date of redundancy entitled to receive payment or benefits under the NHS Superannuation Scheme: • two weeks' pay for each complete year of reckonable service at age 18 or over with a maximum of 50 weeks' pay; and • additional two weeks’ pay for each complete year of reckonable service at age 41 or over with a maximum of 16 weeks’ pay (Overall maximum = 66 weeks’ pay) (b) for other employees: • one and a half weeks’ pay for each complete year or reckonable service at age 41 or over; • one week’s pay for each complete year of reckonable service at age 22 or over but under 41; • half a week’s pay for each complete year or reckonable service at age 18 or over but under 22. (Overall maximum = 30 weeks’ pay)</td>
</tr>
</tbody>
</table>
This can be confusing, and so it is advisable to contact the BMA for expert assistance with this.

Please note that the enhanced pension benefits noted in GWC and the hospital terms do not automatically apply to salaried GPs since that is controlled by the NHS Pension Agency. It is only the redundancy pay provisions arrangements that the employer has control over.
5. Redundancy pay for GPs not employed under the model salaried GP contract

GPs who are not employed under the model salaried GP contract must receive at least the statutory redundancy pay provisions as set out under section 1 above. As noted in section 2 above, it is possible for the statutory provisions to be improved upon as part of the contract of employment. It is good employment practice for employers to offer enhanced redundancy pay provisions.
Chapter 20
Retirement

This chapter covers retirement age, the procedure to be followed by an employer when a salaried GP is retiring, the NHS pension scheme and personal pension plans.

All aspects of this chapter are relevant to salaried GPs. Sections 1 to 3 are relevant to GP employers.

1. Retirement age
1.1 Restriction on working
There is no statutory requirement that GPs must stop working at a certain age. Therefore, provided that a GP is competent and fit to practise they may continue working as a GP (provided that they are appropriately registered – see chapter 5 – and, when it is introduced, recertified).

1.2 Statutory default retirement age
For all employees, the statutory default retirement age is 65.

1.3 Contractual retirement age
1.3.1 Early retirement age
If a contract of employment specifies that the employee must retire before the age of 65, this is likely to be illegal. It will potentially be age discriminatory unless the lower retirement age is objectively justified (eg a proportionate means of achieving a legitimate aim). In terms of an obligatory early retirement age this will be a difficult test to justify for the employer.

1.3.2 Later retirement age
A contractual retirement age of 65 or over can be set without breaching age discrimination legislation.
1.3.3 Retirement age under the model salaried GP contract
There is no reference in the model salaried GP contract to the date of retirement. Therefore it is possible for the employer lawfully to dismiss the salaried GP by reason of retirement by following the procedure set out in section 2 below.

1.3.4 Retirement age for those not employed under the model salaried GP contract
If the employer attempts to retire the salaried GP before they reach 65 years of age, see section 1.3.1 above.
If the contract or employer allows for retirement at 65 years or above, then the employer can dismiss the salaried GP by reason of retirement by following the procedure set out in section 2 below.

1.4 Pensionable retirement age
It should be noted that the contractual retirement age is separate from the pensionable retirement age. There are now two NHS pension schemes; the 1995 amended and the 2008 new NHS pension schemes. The minimum and normal retirement ages of the schemes are different.

It is possible to retire at age 50, at the earliest, in the 1995 scheme which has a normal retirement age of 60. Early retirement from the 2008 scheme can be taken from age 55 and the normal retirement age of that scheme is 65. Both schemes allow pensionable service up to a maximum of age 75 so long as no more than 45 calendar years service are achieved overall (including any combination of past service preserved in the 1995 scheme added to future service accrual in the 2008 scheme).
2. Procedure for retirement

A salaried GP who has reached 65 years of age can be dismissed by reason of retirement. This will not breach age discrimination legislation nor be considered to be unfair dismissal provided that the following conditions are met:

- the salaried GP is over the normal and/or contractual redundancy age
- at least six months before (but no more than 12 months before) the intended retirement date, the employer follows the statutory retirement procedure.

The statutory retirement procedure consists, in summary, of:

- informing the employee of the intended retirement date
- informing the employee of the right to request to continue working beyond the above date
- considering any written request by the employee not to be retired.

3. Right to request working beyond the default or contractual retirement age

Salaried GPs have a statutory right to request that they be allowed to work beyond their intended retirement date. This should be made in writing to the employer and be submitted no later than three months before the retirement date. When a request is made the employer has a duty to consider this, and ideally should hold a meeting with the salaried GP within a reasonable period to discuss this. At this meeting the salaried GP will have the right to be accompanied by a trade union representative or colleague. If the employer agrees to extend the retirement date, then the salaried GP continues in employment. If the new retirement date is to be six months or more from the original date, then the procedure for retirement (see section 2 above) must be repeated. However it is possible for the employer to refuse to extend the retirement date, provided that the employer can show that the request was considered. The employer must communicate the decision to the salaried GP, and inform the GP of the right to appeal the decision. If an appeal is submitted, then an appeal hearing must be heard.
4. Pension: NHS occupational pension scheme

4.1 Membership of the NHS occupational pension scheme

Most GPs are members of the NHS pension scheme (NHSPS). However, doctors not working directly for a GMS practice should check that their employer is deemed to be a ‘NHS employer’ – without this status income for the work undertaken cannot be pensioned in the NHS pension scheme.

Membership of the NHS pension scheme is permitted as a special concession by HM Revenue and Customs, and allows partners, salaried GPs and locums (provided that they are in a ‘NHS employer’ practice – see above) to contribute to the NHSPS. Salaried GPs are members of the NHSPS on the same basis as self-employed GPs, and not on the same basis as salaried ‘officers’ who are not GPs and have benefits calculated differently.

Since 1 April 2008, the NHSPS regulations have been amended. The NHSPS that existed before 1 April 2008 has been amended and is known as the 1995 Amended NHSPS. Alongside it sits the new scheme created on 1 April 2008, known as the 2008 New NHSPS. The 2008 New NHSPS is available for new joiners after 1 April 2008, or rejoiners after 1 October 2008 who have had a break in NHS service for five years or more. In addition, members of the 1995 Amended NHSPS will be given a one-off opportunity to switch to the 2008 New NHSPS during the ‘choice exercise’. This exercise is scheduled to begin in October 2009 and will take about three years to complete.

In both the 1995 Amended and 2008 New NHSPS the principle on which benefits for GPs is calculated remains the same. GPs (including salaried GPs) in the scheme have benefits based on their total career earnings. Beyond the maintenance of this principle other differences exist between the schemes. The main differences are detailed below:
There are other differences as well. GPs are advised to consult with an independent financial adviser, before taking any decision as to which scheme is best for them, if they require further guidance in this respect.

Full details on how GP benefits are calculated in both the 1995 Amended and 2008 New NHSPS can be found in factsheets available on the pensions pages of the BMA website.

4.2 Contribution
4.2.1 Contribution rates

In both the 1995 Amended and 2008 New NHSPS, contributions are dependent on earnings. For GPs it is the actual level of income earned that determines the contribution due. The table below details the contribution rate applicable to all members from 1 April 2009.

<table>
<thead>
<tr>
<th>Percentage contribution</th>
<th>Pensionable pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>5%</td>
<td>£20,224</td>
</tr>
<tr>
<td>6.5%</td>
<td>£20,225 – 66,789</td>
</tr>
<tr>
<td>7.5%</td>
<td>£66,790 – 105,318</td>
</tr>
<tr>
<td>8.5%</td>
<td>£105,319 +</td>
</tr>
</tbody>
</table>

If a salaried GP’s earnings are, for example, £67,000 then the salaried GP will pay an employee contribution of 7.5 per cent on all of their NHS pensionable earnings. This contribution is normally deducted at source by the employer out of the salaried GP’s gross salary. Contributions attract full tax relief.
The salaried GP’s employer is responsible for paying the employer contribution, which also attracts full tax relief. The level of employer contribution is as follows:

England and Wales – from 1 April 2004 – 14%
Scotland – from 1 April 2004 – 13.5%
Northern Ireland – from 1 April 2008 – 15.7%

Funding is made available to practices, via the global sum or equivalent, towards the cost of the employee and employer contributions.

4.2.2 Contributions and ‘all inclusive’ salaries
The BMA recommends that salaried GPs should not be employed under an ‘all inclusive’ salary in which the salary includes the 14 per cent (or equivalent) employer contribution. With such a salary, the salaried GP is in effect required to pay more than 20.5 per cent of their income as employee and employer contributions.

The employer contribution should be met by the employer. Also the employing practice remains legally responsible for paying the employer contributions to the NHS Pensions Agency, irrespective of the agreement reached with the Salaried GP.

4.3 Calculating benefits
4.3.1 Non-GP work
While GPs have their benefits calculated based on total career earnings in most instances, periods of work undertaken as a salaried ‘officer’ (which is not work as a salaried GP, but includes work in hospitals such as a clinical assistant) will be taken into account. This can be done either by treating this service separately and calculating benefits due from it as per the ‘officer’ method or by incorporating the benefits into their GP pension. This area is complex and reference should be made to the general practitioner factsheet, relating either to the 1995 Amended or 2008 New NHSPS, available on the BMA website for more information.
4.3.2 GP work
GP benefits are calculated by totalling uprated (dynamised*) GP earnings and multiplying them by 1.4 per cent (1995 Amended NHSPS) or 1.87 per cent (2008 New NHSPS). Members of the 1995 Amended NHSPS also receive an automatic lump sum of three times pension which can be increased to the maximum of 25 per cent of the total value of pension benefits by forgoing £1 of pension in favour of £12 of lump sum. While there is no automatic entitlement to a lump sum in the New NHSPS, the pension can be commuted at the rate of £1 pension for £12 lump sum up to the maximum of the total value of pension benefits.

*Dynamising is the method used to ensure all previous years earnings are kept up to date. From 1 April 2008 the dynamising factor will be calculated as the Retail Prices Index (RPI) plus 1.5 per cent.

All NHS earnings (less expenses) are pensionable for GPs. This includes out-of-hours income performed for a provider that is an NHS employing authority. More details can be found in the BMA pension factsheet for general practitioners.

4.4 Earnings cap
Since 1 April 2008 the earnings cap has been abolished in respect of prospective service. The cap previously affected those first joining the NHSPS, or rejoining after a break of more that 12 months, after 1 June 1989. For clarification on whether you are affected by the earnings cap please contact the BMA Pensions Department on telephone: 020 7383 6166/6138.

4.5 Pensionable service
Although benefits for GPs are based on total career earnings and not years of service and final pensionable pay, membership of the NHSPS is limited to a maximum of 45 calendar years.
4.6 Protection against inflation: index linking
The NHS pension is increased each year in line with the RPI. Increases are paid in April based on the movement in the RPI during the 12 months ending in the previous September.

4.7 Improving benefits
It is possible to contribute up to 100 per cent of pensionable income (less that already contributed to the NHSPS) into pension planning and to obtain tax relief. The options available are as follow:

(a) Unreduced lump sum: available only in the 1995 Amended NHSPS, and only necessary for married men with service prior to 25 March 1972. Please refer to the factsheet entitled Improving benefits (Amended scheme) available on the BMA website.

(b) Added years: the facility was only available in the Amended NHSPS up until 1 April 2008 (and for 12 months after for those who registered an interest in making a purchase before 31 March 2008).

(c) Additional pension purchase: since 1 April 2008 the facility has been available in both the 1995 Amended and 2008 New NHSPS as a method of improving the annual pension payable. It enables members to purchase additional annual pension benefits in blocks of £250 up to a maximum purchase of £5,000 additional annual pension. Purchases can be made by lump sum or regular deduction and can either enhance member benefits solely or they can also be used to enhance partner benefits. Details of the cost of purchasing these benefits are available in the appendix of the Improving benefits factsheet available on the BMA website.

(d) Additional Voluntary Contributions (AVCs) and Free Standing Additional Voluntary Contributions (FSAVCs): These plans are known as ‘money purchase’ arrangements and the level of benefits arising from them is dependent on:
   • the amount invested
   • the success of the chosen investment fund
   • the level of annuity (interest) rates prevailing at retirement
AVCs are an arrangement offered by the NHSPS and allow members to save more for their retirement. They are arranged with external insurance companies who have been selected by the NHS Pensions Agencies as AVC Providers to the NHS. Details of these providers are available in the *Improving benefits* factsheet produced by the BMA Pensions Department and available on the BMA website. FSAVCs may be purchased from any company operating in this field. The advantage of an in-house arrangement, which all occupational pension schemes have, is that commission and administration charges may be lower than for FSAVCs. However, independent financial advice should be sought as to the best method of improving benefits.

4.8 Retirement age

While there is no upper age limit on continuing to work as a GP, pensionable NHS service is up to age 75 (assuming the scheme limit of 45 years’ maximum calendar service has not been exceeded). GPs can access their benefits in full from age 60 (in the 1995 Amended NHSPS) and from age 65 (in the 2008 New NHSPS).

In order to access benefits Salaried GPs need to give 4 months notice, to the relevant Pension Agency, of their intention to retire. This is done by obtaining a retirement application form from the practice/PCT or equivalent and returning it to them at least 4 months before their intended retirement date. This requirement is in addition and separate to any contractual notice requirements.

4.9 Early retirement

There are a number of early retirement options available:

(a) Ill health retirement

GPs may retire on ill-health grounds if they are permanently incapable (ie up to their scheme’s normal retirement age of 60 or 65) of carrying out their NHS duties (Tier 1) or, if additionally they are incapable of carrying out any regular work of like duration to their own (taking account of mental capacity, physical capacity, previous training and previous practical, professional and vocational experience but irrespective of whether or not such employment is actually available) (Tier 2). If the
Tier 1 criteria is met no enhancement is added but benefits are payable without reduction for being drawn before the scheme’s normal retirement age. If the Tier 2 criteria is met an enhancement is payable of two-thirds of prospective service to the scheme’s normal retirement age. More information on this can be found in the *Ill-health retirement* factsheet available on the BMA website.

(b) *Voluntary early retirement*
GPs may retire voluntarily from age 50 (1995 Amended NHSPS) if certain criteria are met or age 55 (2008 New NHSPS) with an actuarially reduced pension. More information is available in the *Voluntary early retirement* factsheet for both the 1995 Amended and 2008 New NHSPS, available on the BMA website.

**4.10 Redundancy**
Salaried GPs may be entitled to a statutory and/or contractual redundancy payment on redundancy (see chapter 19), but will not be able to access ‘enhanced’ pension benefits. However, if a salaried GP also holds an employed ‘officer’ post (such as a clinical assistant post in a hospital) and is made redundant in that post (having a minimum of five years NHS service) they will have alternative options enabling pension benefits to be accessed early. This is provided that the ‘officer’ has reached the minimum retirement age (see section 4.9b above). More information on this can be found in the *Redundancy* factsheet by the BMA Pensions Department available on the BMA website.

**4.11 Working in the NHS after retirement**
Many GPs choose to resume NHS work after retirement. The NHS pension will only be affected if a GP returns to NHS work, prior to attaining the scheme’s normal retirement age, having retired on the grounds of ill health or, in the case of an employed ‘officer’ (which does not mean a salaried GP), redundancy. Since 1 April 2008 the scope to reduce the NHS pension on returning to NHS employment following retirement (a process known as abatement) has been significantly reduced. It can only affect the unearned/enhanced portion of any ill health pension (Tier 1 and 2) or, for employed ‘officers’ (which should not be confused with salaried GPs), redundancy pension.
GPs who retire from the 1995 Amended NHSPS and return to work will be unable to rejoin the 1995 Amended NHSPS. However, if they retired before the ‘choice exercise’ (scheduled to start in October 2009) they will be able to join the 2008 New NHSPS after a period of two years following retirement (assuming that they have not already reached scheme maximum limits of 45 years’ calendar service).

GPs who retire from the 2008 New NHSPS and return to work will be able to rejoin the pension scheme so long as their service does not exceed 45 years. GPs in the 2008 New NHSPS also have the ability to take partial retirement.

A break of one month is required between retirement and resumed NHS employment, following retirement from the 1995 Amended NHSPS. The exception is where a break of one day can be taken as long as work of no more than 16 hours per week is undertaken for the calendar month thereafter.

Following retirement from the 2008 New NHSPS, a break of one day is sufficient and there is no restriction on the level of work undertaken thereafter.

While all GPs need to illustrate genuine retirement by resigning from their partnership/employment, there is no requirement to come off the Performers List.

### 4.12 Injury benefits

The NHS injury benefits scheme provides benefits to any GP who suffers a loss of earning ability due to an injury, illness or disease resulting from NHS duties. The injury benefit scheme is due to be reviewed but details of its current provisions can be found in the *Injury benefits* factsheet available from the BMA website.
4.13 Annual statement of pensionable earnings
As for all doctors, salaried GPs do not automatically receive an annual report/statement from the NHS Pensions Agency.

Salaried GPs should therefore keep a careful record of their own pensions contributions. We also advise that salaried GPs should request an annual report/statement (known as a service record and dynamising sheet) from the NHSPA and compare this to their own records.

4.14 Further information
BMA members with queries about the NHS pension scheme should contact the BMA.

5. Pension: personal pension plans
In addition to contributing to the NHSPS, GPs can contribute to personal pension plans/stakeholder pension plans as well. Independent financial advice should be sought if a GP wishes to contribute to these plans instead of contributing to the NHSPS. Although membership of the NHSPS is voluntary, the BMA recommends that GPs take financial advice before considering opting out of membership.
Chapter 21
GP Flexible Careers Scheme

This chapter explains the GP Flexible Careers Scheme, which operated in England only and is now no longer open to new applicants.

This chapter applies to England only. All aspects of this chapter are relevant to salaried GPs, particularly those who may still be on the scheme.

1. The Flexible Careers Scheme: then and now

1.1 Details of the scheme
The Flexible Careers Scheme (FCS) was introduced in England in November 2002. The aim was to provide centrally-funded part-time posts for GPs who might otherwise have left or not returned to the profession because they were unable to find posts that met their particular needs. As is the GP retainer scheme (see chapter 22), it was intended to allow GPs to keep their skills up-to-date.

1.2 Demise of the scheme
However, unfortunately in 2005-06 the English Health Department suspended the funding for new FCS GPs. The BMA made numerous representations on the need for the FCS to continue and to be properly funded. Whilst we secured approval that practices with FCS GPs in post would continue to receive funding, the Health Department was not prepared to continue with the scheme.

2. Fixed term

2.1 Length of the scheme
The scheme was for a three-year term (although some four year posts were created in 2002-03). During this time the practice employer received funding from the PCO in terms of a percentage of the salary paid to the FCS GP.
2.2 Fixed-term contract of employment
As a result of the fixed term for the funding received by the employer from the PCO, many FCS GPs were employed on a fixed-term contract.

2.3 Can a fixed-term contract be ended?
Salaried GPs employed under a fixed-term contract will have employment rights as set out in chapter 18. Any contract should not be regarded as simply ending at the end of a fixed-term period. It is still a dismissal in law, and the factors set out in chapter 18 with regard to wrongful and unfair dismissal should be noted.

As indicated in chapter 18, for a salaried GP employed for at least 12 months, the employer must have a fair reason for dismissal and be reasonable in all the circumstances. With regard to a potential redundancy situation, please see chapter 19.

Any possible ensuing problems will not materialise should the GP be retained by the practice in an equivalent salaried position with the same terms and conditions.

2.4 Concurrent fixed-term contracts
In addition, a fixed-term contract for four years or more is automatically in law considered to be permanent. Also if the contract of a lesser term is renewed, then the employee is given a permanent contract once the employee has been in post for four years.

Nevertheless, we advise that salaried doctors on a fixed-term contract should apply formally to their employer for their contract to be made permanent.
Chapter 22
GP retainer scheme

Sections 1 to 4 are relevant to salaried GPs and their employers. Section 5 is relevant to GP employers.

1. Details of the scheme

1.1 Background
The GP retainer scheme provides a salaried GP post but with a difference. It was introduced to enable doctors, who would otherwise have been unable to find a suitable post, to continue to develop their skills and to remain up to date. It therefore combines service with continuing professional development.

The scheme is monitored by the deanery. For example, both the practice and the GP retainee must have been approved by the deanery for the GP retainer scheme.

1.2 Length of the scheme
GPs are able to stay on the scheme for five years, with the possibility of this being extended by the deanery.

2. Contractual matters

2.1 Contract of employment
A practice is normally the employer of the GP retainee, although a PCO could be the employer.

The employer is responsible for issuing a written statement of particulars, a written contract of employment and for paying the GP retainee’s salary.

As GP retainees are employed, they should be offered the model salaried GP contract (see chapter 6) if the employer is a GMS practice or PCO. Alternatively, the BMA GP retainer contract may be used as this provides terms and conditions that are no less favourable than the model salaried GP contract and is tailored to the specific needs of the
scheme. While the BMA GP retainer contract is not obligatory, many PCOs insist that it is used in order for the practice employer to receive the retainer fee (see section 5 below). It is also good practice for non-GMS employers to use either of these contracts.

The BMA GP retainer contract can be found at appendix G. As noted above it is tailored to the scheme, and does differ slightly from the model salaried GP contract.

2.2 Salary
Where a GP retainee is employed by a GMS practice or PCO, the minimum salary should be equivalent to that set out and explained in chapter 7, section 1. For those not so employed, it is recommended that this minimum is a good benchmark. For all GP retainees, there is no maximum salary limit.

In addition to the salary paid by the practice, each retainee receives a nominal payment per annum from the deanery (Northern Ireland Medical and Dental Training Authority in Northern Ireland (NIMDTA)) which contributes towards GMC registration and medical indemnity cover.

2.3 Hours
In England, Wales and Northern Ireland, doctors on the retainer scheme can work between one and four sessions a week for a practice. In addition, in Northern Ireland GP retainees can work an additional two sessions in areas such as family planning of social security with the approval of NIMDTA.

In Scotland, GP retainees can work between two and four sessions a week.

In all countries, retainees can increase their sessions in a given week within reason (normally up to six sessions per week), usually provided that they do not work more than 52 sessions per three-month period. A session for these purposes (ie in terms of the maximum amount that can be worked under the scheme) is defined as three and a half hours in England and Scotland, and as four hours and 10 minutes in Wales and Northern Ireland.
2.4 Open ended or fixed term contract of employment?

As noted at section 1.2 above, the length of the scheme is for five years, although it is possible for this to be extended by the deanery. However, the duration of the contract of employment can be open-ended, particularly since one of the intentions of the scheme was for the GP retainee to be retained by the employing practice.

Nevertheless, if the contract offered is on a fixed-term basis (eg for a five year term), then the GP retainee will still have employment rights as set out in chapter 18. Any contract should not be regarded as simply ending at the end of a fixed-term period. It is still a dismissal in law, and the factors set out in chapter 18 with regard to wrongful and unfair dismissal should be noted. Any possible ensuing problems can be prevented by the GP retainee being kept on by the practice in an equivalent salaried position with the same terms and conditions.

It should also be noted that a fixed-term contract for four years or more is automatically in law considered to be permanent. Similarly if a contract for less than four years is renewed, the employee has a permanent contract after being in post for four years in total (eg a contract for one-year terms is renewed four times or more).

3. Education

3.1 Educational time

Within the sessions set out above, a retainee in England and Scotland must undertake 25 hours of education time per year. In addition to this, in England they must receive three hours (spread throughout the year) of educational supervision by the named practice educational supervisor.

In Wales, eight sessions (33 hours and 20 minutes) of education time per year is recommended.

In Northern Ireland the GP retainees must undertake 28 hours of educational sessions per year, three of which should be based at the practice itself.
3.2 Educational funding
In England and Scotland, the retainee should receive travel and subsistence for the 25 hours of education plus a contribution towards the course fees. This is subject to prior approval by the deanery. In Wales, the deanery will pay up to £400 for course fees per year (as of 2008-09). For GP retainees in Northern Ireland, NIMDTA should be contacted to clarify the educational funding available.

In addition during the educational sessions, the retainees must receive their usual salary from the practice.

3.3 Educational support
There must be a named educational supervisor in the practice, and this person should provide the necessary educational sessions (as explained in section 3.1 above).

It is vital that an adequate induction programme is provided. During the scheme help and advice must also be available to the retainee from a named clinical supervisor during the clinical/service sessions.

4. Work outside of the practice
GP retainees cannot work as a locum while on the scheme. However, it is possible to undertake non-primary medical services outside of the practice subject to the deanery’s approval. This external work could include, for example, family planning or clinical assistant work.

5. Payment to the practice
5.1 Continuation of funding
In return for employing the retainee and agreeing to provide the educational support, a practice will receive a notional payment from the PCO (currently for 2008-09 at £59.18) for each session that the retainee is employed for, including when the retainee is on:
• an educational session
• maternity or adoptive leave – payment is made during the first 26 weeks
• paternity leave – for up to two weeks
• parental leave
• emergency leave
• leave for a pressing personal or family reason – where the practice and PCT agree that the absence is necessary and unavoidable
• sick leave – for a time agreed by the practice and the PCO
• annual leave – equivalent to six weeks in England, Wales and Scotland, and four weeks in Northern Ireland.

5.2 Locum reimbursement to the practice
In addition to the above payment, when a GP retainee is on maternity, adoptive, paternity or sick leave, the practice may be eligible for locum reimbursement.

5.2.1 Locum reimbursement available to a GMS practice
Under paragraph 9 of the Statement of Financial Entitlements (SFE) a GMS practice is entitled to apply to its PCO for locum reimbursement while its GP retainee (a performer) is on maternity, adoptive, paternity leave or sick leave. For the amounts of reimbursement available and how to obtain the funding, see the relevant chapters of this handbook relating to each type of leave.

5.2.2 Locum reimbursement available to non-GMS practices
It is expected that PMS practices will have the benefit of locum reimbursement included in their contract for services with the PCO. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should contact the BMA for advice if the contract with the PCO is unclear.

6. Further information
For additional details about the retainer scheme, please contact your PCO and/or deanery. For guidance on contractual matters, BMA members should contact the BMA.
Chapter 23
GPs with a special interest

This chapter is relevant to salaried GPs.

1. What is a special interest?
A special interest can technically involve anything outside of core/essential primary medical services. To put this into context, essential primary medical services are defined as:

**Essential services:**
- management of patients who are ill or believe themselves to be ill, with conditions from which recovery is generally expected, for the duration of that condition, including relevant health promotion advice and referral as appropriate, reflecting patient choice wherever practicable
- general management of patients who are terminally ill
- management of chronic disease in the manner determined by the practice, in discussion with the patient.

2. Benefits of having a special interest
Practices receive specific funding for undertaking ‘additional services’ and/or ‘enhanced services’. Therefore if a salaried GP can demonstrate that they have the skills to provide one or more of these services this will help to make them more marketable and also enable them potentially to demand a higher salary.

A brief description of additional services and enhanced services is set out below.
Additional services

- cervical screening
- contraceptive services
- vaccinations and immunisations
- child health surveillance
- maternity services (excluding intra partum care which is an enhanced service)
- minor surgery procedures of curettage, cautery, cryocautery of warts and verrucae, and other skin lesions

Enhanced services

- essential or additional services delivered to a higher specified standard (e.g. extended minor surgery)
- services not provided through essential or additional services

3. Contract of employment for a GP with a special interest

Employed GPs with a special interest (GPwSI) should ensure that they receive a written contract of employment and that their job plan reflects the work that they undertake.

3.1 GPwSI employed by a GMS practice or PCO

The model salaried GP contract applies to a GPwSI employed by a GMS practice or PCO. Thus the terms and conditions offered must be no less favourable than those in the model contract. For more details on the provisions of the model contract, see chapters 6 to 9 and 11 to 20.

With the model contract, the GPwSI will also have the protection of receiving no less than the minimum salaried GP salary (£53,429 in 2009-10). However, as for all salaried GPs it is possible for a GPwSI to negotiate a higher salary. Also it should be possible for such GPs to negotiate substantially more depending on market forces given the extra and special skills that they have.
3.2 GPwSI employed by a PMS or APMS practice

PMS and APMS employers are not obliged to use the model salaried GP contract. However such employers are free to use this or at least use the model as a benchmark. The GPwSI will wish to ensure that at least the minimum terms in the model contract are adhered to.

4. Appraisal and performance review

A GPwSI should ensure that the special interest is appropriately reviewed as part of NHS GP appraisal. For example, if the appraiser is unfamiliar with the special interest area, then it might be appropriate for that appraiser not to appraise the special interest work and instead for another appraiser to cover that aspect.

Similarly in any in-house performance review it is important for the special interest work to be properly recognised.
Chapter 24
Returning to general practice

This chapter is relevant to salaried GPs.

1. Mechanisms for returning

1.1 Performers List inclusion
Technically if a GP does not work in a PCO area for 12 months, the PCO can remove that GP from its Performers List and should write to the GP to inform them of the removal. Therefore GPs who have been removed will need to re-apply to join a Performers List. (Note: Non-work due to maternity leave should be disregarded by the PCO.)

As noted in chapter 5, a GP cannot work without being included on a Performers List in the country where they will work. The BMA recommends that the GP should apply to a PCO List where they intend to undertake the majority of their work.

1.2 Refresher training
A large number of PCOs require GPs who have not been working in general practice for two years or more to undertake a form of refresher training.

The BMA was previously concerned that some PCOs had a blanket policy requiring all GPs who had been out of practice for this period of time to undergo this training. While we appreciate that there is a need to ensure that returning doctors’ skills are up to date, it is unreasonable to presume that every GP who has been out of NHS practice for a certain amount of time will be unable to practice competently.

The BMA has been in discussions with PCOs and deaneries about these concerns, including the level of local funding available to assist returning doctors. Information about national funding is set out in section 2 below.
On the whole many of our concerns are being addressed. For example discussions are currently underway at deanery level on the method of assessing the need for retraining and the content for a nationally agreed scheme. Nevertheless at present the level of support available from PCOs and deaneries continues to differ throughout the UK.

In light of the current situation we advise returning GPs to consider pursuing the following points. This will though depend upon the GP’s individual circumstances and the level of support available:

(a) At the earliest possible date (and ideally well before the intended date of return), the GP should advise the PCO of the wish to return to NHS general practice, and set out when they last worked and also what they have done to maintain their skills while out of practice.

(b) If a PCO is unwilling to include the GP fully on its Performers List, the GP should ask the PCO to explain the reasons for this. If the PCO has genuine reasons for considering that refresher training is required, the PCO should be able to give the GP a ‘conditional inclusion’ on its List allowing work to be undertaken in a supervised setting. The BMA suggests that the GP seeks a written agreement from the PCO as to when the conditional inclusion will be reviewed, with a view to their name being fully included on the Performers List. For example, requesting a review in three months, on the understanding that this could be shorter depending on the hours of work, the GP’s previous experience and length of the career break.

(c) If the PCO gives conditional inclusion, the GP should find a practice or out-of-hours organisation that is willing to provide them with a supervised setting. It is important to ensure that this is a suitable placement that will meet their needs, and so the GP may wish to take further advice on this from their deanery and PCO.

(d) The GP should discuss with their deanery the possibility of any funding, training and/or careers support that they can offer.
(e) The GP could seek confirmation from the PCO as to whether they have any essential criteria concerning the evidence they require for full inclusion on their Performers List. The deanery may also be able to advise on how the collection and formulation of this evidence might best be approached.

(f) To help to demonstrate the GP's competence to the PCO, the GP should collect evidence of their work during the refresher time. This could include any educational events undertaken, patient survey and peer feedback data, audit or referrals, etc.

2. Details of national funding for the returners’ scheme

2.1 England
Previously central funding was available in England for a GP returners' scheme. This was an excellent mechanism for encouraging qualified GPs (particularly those who had taken a career break for family or personal reasons) back to work. It provided a funded placement for the returning doctor normally for six months on a full-time basis or 12 months part-time in a practice experienced in offering support and training. It also represented good value for money to the NHS. Unfortunately the English Department of Health withdrew the funding for the GP returners' scheme in 2006. The BMA made numerous representations about the withdrawal of this funding, including a meeting with the then Health Minister, Lord Warner, publicising the benefits of the scheme, and publishing a dossier of GPs prevented from returning due to lack of funding.

While the Health Department currently provides no formal funding, the BMA welcomes the local funding for refresher training provided by some deaneries/PCOs.

2.2 Wales
In Wales the deanery was previously able to fund a GP returners’ scheme through a surplus in its education budget. While this was not
available for a couple of years, the Welsh deanery has currently secured GP returner funding.

2.3 Scotland and Northern Ireland
There was previously no formally funded GP returners’ scheme available in Scotland and Northern Ireland. Local funding may now be available, and those interested are advised to contact their deanery and/or PCO directly.

3. Contract of employment
Many GP returners will be working for a practice or a PCO as a salaried GP, rather than working as a locum GP. Where a returner is working as a salaried GP, then they should be issued with a written contract of employment.

3.1 Employed by a GMS practice or PCO
GP returners who are employed by a GMS practice or PCO should be offered at least the model salaried GP contract and also the minimum salary.

3.2 Employed by a PMS or APMS practice
While PMS and APMS employers are not obliged to offer the model salaried GP contract, it would be good practice for this at least to be used.

The model contract acts as a benchmark on which to judge the contract being offered.

4. Salary

4.1. Salary requirements
Under the Minimum Wage Act 1998 it is illegal for a practice to take on a returning GP without paying them a salary. This is on the basis that GP returners will be doing some work while they are at the practice, even if they are supervised.
4.2 Voluntary work
A GP returner offering to work voluntarily does not necessarily resolve the issue. The voluntary arrangement must be genuine (i.e., the volunteer and the practice must not be under any obligations to each other). The volunteer should be able to attend as and when they want and leave whenever they feel like it. This is not quite the situation envisaged by the returner/refresher period organised by a deanery/PCO. For the GP to be eligible for full entry to a PCO’s Performers List the PCO often requires a fixed period of training to take place and certain work performed. In this case, a volunteer could have a claim against the employer under the National Minimum Wage Act 1998 for unlawful deduction in wages. If the individual did not bring the action, Her Majesty’s Revenue and Customs (HMRC) are still able to enforce a claim in any event so there would be no guarantees for the employer.

4.3 Employed by a GMS practice or PCO
The model salaried GP contract provides that a full-time salaried GP should receive a salary of at least £53,429 in 2009-10 (pro rata for those working less than full-time). This is the minimum, and a higher salary may be offered and negotiated.

The minimum figure is likely to be increased on 1 April 2010 in line with the recommendation of the Doctors and Dentists Review Body (DDRB).

4.4 Employed by a PMS or APMS practice
The BMA recommends that at least the minimum salary (see section 4.3 above) is offered to GP returners. An increased salary may be offered and negotiated between the parties.
Appendix A
BMA GPC sessional GPs subcommittee
2009-2011

Elected members

Chairman
Victoria Weeks  Salaried GP

Deputy chairman
Mark Selman  Salaried GP
Katie Bramall  Salaried GP
Andrew Cole  Salaried GP
Christine Cormack  Salaried GP
Bashir Qureshi  Locum GP
Lydia West  Locum GP
Paula Wright  GP retainer

Ex-officio members

Beth McCarron-Nash  GPC negotiator
Fay Wilson  GPC representative
Appendix B
Model salaried GP contract for a GP employed by a GMS practice

The ‘model’ contract for GMS practices consists of a model offer letter and model terms and conditions which provide the minimum that must be offered to a salaried GP employed by a GMS practice as originally agreed between the BMA and NHS Confederation in 2003. The original agreed version, and so the minimum (as defined in the GMS Contracts Regulations: see chapter 6, section 2.1), is the version set out in below as it applies to England.

Wales, Scotland and Northern Ireland have made some variations to their model contract for GMS practices as shown below, but technically these are not the UK-wide minimum terms. The English/original version is therefore the recognised minimum, and this is the version that is referred to in this handbook as the ‘model’ contract.

Model offer letter
1. I am writing on behalf of the [xx] Practice [delete as appropriate] to confirm the offer to you of an appointment as a [full-time/part-time] salaried General Practitioner with effect from [commencing date]. You will be employed for [xx] hours each week.

2. You must be fully registered with the General Medical Council and be on the list established in accordance with the provisions of the [insert as set out below] or such successor Regulations as may from time to time be appropriate to your employment.
3. Your duties will be in accordance with the job plan agreed with the Practice and appended to this statement. Your principal place of work will be [xx].

4. The terms and conditions of employment offered are set out in the enclosed Terms and Conditions of Service. The Practice agrees that the Local Medical Committee (LMC) is representative of the GMS GPs and other GPs in the area and further agrees that it will consult with the said LMC on all matters affecting the performance of this appointment where it is required to do so by any legislation, regulations, guidance, directions or other ordinance.
5. Your starting salary will be [£xx] per annum paid monthly in arrears by credit transfer, normally on the last day of each month. Your salary will be increased to the maximum of the scale (currently [£xx]) by annual increments on [incremental date] each year and in accordance with the Government’s decision on the pay of general practitioners following the recommendation of the Doctors’ and Dentists’ Review Body.

6. The appointment is pensionable, and your salary will be subject to deduction of employees’ contributions in accordance with the [insert 1 below], unless you opt out of the scheme, are ineligible to join or have retained contractor status. Details of the scheme are given in the scheme guide which is enclosed. This employment is contracted-out employment for the purposes of [insert 2 below].

**England, Wales and Scotland**

At 1 insert:

‘NHS (Superannuation) Regulations 1995’

At 2 insert:

‘Part III of the Pensions Schemes Act 1993’

**Northern Ireland**

At 1 insert:

‘HPSS Superannuation Regulations (Northern Ireland) 1995 (as amended)’

At 2 insert:

‘Pensions Schemes (NI) Act 1993 Chapter 49’

7. For the purposes of [insert 1 below], your previous employment with [name of previous employer] does not count as part of your continuous period of employment and your continuous period of employment therefore began on [date]. However, subject to the
rules set out in the Terms and Conditions of Service, previous NHS service not treated as “continuous” under the provisions of the [insert 2 below] may be reckoned as continuous for the purpose of certain of your Terms and Conditions of Service.

**England, Wales and Scotland**

At 1 insert:
‘section 1(3)(c) of the Employment Rights Act 1996’

At 2 insert:
‘Employment Rights Act 1996’

**Northern Ireland**

At 1 insert:
‘chapter 3 Employment Rights (NI) Order 1996’

At 2 insert:
‘Employment Rights (NI) Order 1996’

8. You will maintain membership on an occurrence based basis with a recognised medical defence organisation commensurate with your responsibilities.

9. Your private residence shall be maintained in contact with the public telephone service and shall not be more than 10 miles by road from [location] unless specific approval is given by the Practice to your residing at a greater distance.

10. [see below] Unless the Practice agrees with you that your appointment should be extended, you will be required to retire on reaching the age of 65. This contract may be terminated in advance of this time by either party giving three months’ notice in writing. Nothing shall prevent either party terminating the contract without notice where justified by the conduct of the other party.
England, Wales and Scotland

The BMA recommends that the wording in the Northern Ireland model offer letter (see below) is inserted to replace the above paragraph 10.

Northern Ireland

Replace paragraph 10 with:
‘The retirement age is the national default retirement age of 65 for this post (Employment Equality (Age) Regulations 2006) however you do have the right to request to stay beyond this age if you wish. This contract may be terminated in advance of this time by either party giving three months’ notice in writing. Nothing shall prevent either party terminating the contract without notice where justified by the conduct of the other party.’

11. You will be entitled to 30 working days’ annual leave and pro rata in the case of part-time employment and 10 public/extra statutory holidays [see below] or days in lieu with pay each year between [date] and [date].

Northern Ireland

Insert ‘to be taken in accordance with section 2 of the General Terms and Conditions Handbook for NI’

12. [see below] You will be entitled to be paid during periods of incapacity for work due to illness or injury in accordance with the Practice’s notified policy.
England, Scotland and Northern Ireland
The BMA recommends that the wording in the Welsh model offer letter (see below) is used to replace the wording in paragraph 12, as otherwise the above wording is inconsistent with the model terms and conditions.

Wales
Replace paragraph 12 with:
‘You will be entitled to be paid during periods of incapacity for work due to illness or injury in accordance with the occupational sick pay provisions in paragraph 225 - 244 of the Hospital Conditions of Service.’

13. You will be entitled to professional and study leave with pay [insert as below] as set out in the Terms and Conditions of Service.

Wales
Insert:
‘and reasonable expenses subject to the approval of the Practice and’

14. Any grievance related to your employment should be raised in the first instance with [xx] and may be pursued thereafter in accordance with the Practice’s grievance procedure.
15. [See below] You will be subject to the Practice’s disciplinary procedures dealing, respectively, with issues of personal conduct and professional conduct/performance.

The above wording potentially contradicts with the wording in the model terms and conditions. The BMA therefore recommends that this be amended to read:

‘You will be subject to disciplinary procedures dealing with issues and personal conduct and professional conduct/performance in line with paragraph 39 of the terms and conditions of service, which are attached.’

16. The Practice accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to the practice manager for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.

17. [insert as set out below]

**England, Scotland and Northern Ireland**

Insert:
‘The Practice is an equal opportunities employer.’

**Wales**

The Welsh version reads as follows:
‘The Practice is committed to equality of opportunity for all. It will take all reasonable measures to eliminate discrimination on the grounds of sexual orientation, gender, race, ethnic origin, religious belief, physical handicap or disability or marital status.’

*However, the BMA recommends that the original wording (as used by England, Scotland and Northern Ireland) is used.*
18. If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return it to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Signature

On behalf of

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on [date].

Signature

Date

This offer and acceptance of it shall together constitute a contract between the parties.

Model terms and conditions

Notes

(i) These are model terms and conditions for use by general medical services (GMS) practices in [name of country] and the definitions will need to be changed where the contract is used in other countries in the UK.

(ii) The model terms and conditions are to be used in conjunction with an offer letter, which will form the basis of a contract between the Practice and the employed doctor.

(iii) The offer letter should refer to and incorporate these model terms and conditions or terms which are no less favourable.

(iv) The model terms and conditions are based on the General Practitioners Committee (GPC) and NHS Confederations’ understanding of the position which will pertain at 1 April 2004 but they may be subject to amendment in the intervening period if there are changes in policy or the applicable law and will be amended to reflect the position in other countries.
Wales

The Welsh version includes the following addition:

‘(v) As a consequence of the implementation of Agenda for Change (a new national pay system for the National Health Service) the NHS Staff Council will replace the General Whitley Council in December 2004. Until that time references to the General Whitley Council Handbook remain valid.’

However, it is not obligatory on practices to include (v). Incorporation of (v) together with inclusion of the reference to it in paragraph 1.4 below will mean that the Agenda for Change provisions, rather than the General Whitley Council provisions will apply. Please consult the BMA further for details of how this will affect the employer and salaried GP.

Definitions

1.1 [insert 1 below] Act means the [insert 2 below] as the same may be amended, supplemented or modified from time to time.
1.2 1997 Act means the [insert as set out below] as the same may be amended, supplemented or modified from time to time.

England, Wales and Scotland
Insert:
‘National Health Service (Primary Care) Act 1997’

Northern Ireland
Insert:
‘Health Services (Primary Care) (NI) Order 1997’
1.3 Hospital Conditions of Service means the [insert as set out below].

**England**
Insert:
‘Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service, September 2002 edition (last updated 21st October 2002)’

**Scotland**
Insert:
‘Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (Scotland), April 2003 (last updated 25 April 2003)’

**Wales**
Insert:
‘National Health Service Medical and Dental Staff (Wales) Handbook (issued 1 December 2003)’

**Northern Ireland**
Insert:
‘Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health and the Community Health service, March 2003 edition last updated 14 June 2004’

1.4 General Whitley Council Handbook means the [insert as set out below].
However, the BMA recommends that if the parties have no intention to incorporate parts of Agenda for Change into the contract the wording as set out above for England and Scotland is used. As noted under note (v) above, it is not obligatory on employers to use or incorporate Agenda for Change into the contract. For further guidance on this, please contact the BMA.

Northern Ireland

Insert:
‘the General Terms and Conditions of Service Handbook as used in NI’.

However, this should only be inserted if the recommended change to paragraph 1.7 below is made in order to help to ensure that the continuity of NHS service provisions in the model contract are available.

1.5 Job Plan means a plan identifying the nature and the timing of the practitioner’s commitments.

1.6 List Regulations means the [insert 1 below] or any successor regulations which may from time to time be in force including comparable regulations applicable to the provision of [insert 2 below].
England
Insert at 1:
‘National Health Service (General Medical Services Supplementary List) Regulations 2001’

However, the wording set out below for Wales at 1 could also be used.

Insert at 2:
‘personal medical services under the 1997 Act’

Wales
Insert at 1:
‘National Health Service (Performers List) Regulations 2001’

Insert at 2:
‘personal medical services under the 1977 Act’

Scotland
Insert at 1:
‘NHS (Primary Medical Services and Performers Lists) (Scotland) Regulations 2004’

Insert at 2:
‘Section 17c services under the 1978 Act’

Northern Ireland
Insert at 1:
‘Health and Social Services (Primary Medical Services Performers Lists) Regulations (NI) 2004’

Insert at 2:
‘personal medical services under the 1977 Act’
1.7 NHS Employment [see below] means the total of the periods of employment by a National Health Service Trust, Primary Care Trust, Strategic Health Authority [see below] or Special Health Authority, or any of the predecessors in title of those bodies or the equivalent bodies in Wales, Scotland and Northern Ireland, together with the total of the periods during which the practitioner provided or performed Primary Medical Services.

**Northern Ireland**

*The BMA recommends that the following wording is inserted after ‘NHS Employment’. This to help to ensure that continuity of service is fully recognised if the contract used refers to the NI General Terms and Conditions of Service Handbook:*

‘and HPSS employment’

1.8 Practice Facilities means premises, accommodation, equipment and services provided by the Practice.

1.9 Practice means the practice of one or more general practitioners together with others as the case may be employing the practitioner to provide primary medical services.

1.10 Primary Medical Services means medical services which are either provided as [insert as set out below] or any equivalent services provided by the primary care organisation (PCO).
England, Wales and Northern Ireland

Insert:
‘personal medical services pursuant to the provisions of the 1997 Act or general medical services provided pursuant to the provisions of the 1977 Act [1978 Act in Scotland]’

Scotland

Insert:
‘Section 17c services under the 1978 Act or general medical services provided pursuant to the provisions of the 1978 Act’

1.11 Regulations means Regulations and Directions from time to time in force pertaining to the provision of primary medical services.

1.12 [see below]

Wales

Insert:
‘Assembly means Welsh Assembly Government.’

Appointment to, and tenure of, posts

2. Practitioners holding medical posts must be fully registered medical practitioners and their name included in a list in accordance with the List Regulations.

3. The employment will be subject to the provisions hereof and subject to the terms of notice set out herein and subject to clause 36 (Termination of Employment) shall be for [xx] or until either party gives notice or until otherwise agreed.
Basis of contract
4. Full-time general practitioners will normally be contracted to work for 37½ hours per working week ("contracted hours") such hours being divided into nine nominal sessions. Such sessions may be divided up into specific working periods by mutual agreement.

5. A part-time practitioner shall be remunerated on a pro rata basis to a full-time practitioner's salary.

Additional sessions
6. A Practice may agree with a practitioner that he or she should undertake work which is not specified in his or her Job Plan by way of additional nominal sessions or fractions thereof. The extra session(s) shall be remunerated on a pro rata basis to a full-time practitioners' salary. Any such agreement shall be reviewed when required but at least annually and will be terminable at three months’ notice on either side.

Contractual duties of practitioners
7. Salaried general practitioners will agree with the Practice a Job Plan for the performance of duties under the contract of employment. The practitioner may be required to work at any of the surgery premises of the Practice and to provide primary medical services to patients of the Practice by way of (inter alia) surgeries, clinics and relevant administrative work together with such other duties as may be required by the Practice in providing such services in accordance with the 1977 Act [1978 Act in Scotland].

8. The commitments set out in the Job Plan may be varied with the agreement of the practitioner and the Practice. The Job Plan will be subject to review each year and revisions may be proposed by either the Practice or the practitioner, who shall use their best endeavours to reach agreement on any revised Job Plan. Where agreement is not reached, and the Practice notifies the practitioner of its intention to amend the Job Plan, the practitioner may appeal against the proposed amendment. The Practice shall establish a panel, chaired by the Chairman of the Local Medical Committee to
which the Practice belongs, and will include a lay member of the PCO and the [as set out below] or nominee. If either party judges that it would be helpful, a medical adviser acceptable to each party will be co-opted to the panel. The panel will submit its advice to the Practice, which shall then determine the appeal, in accordance with such advice.

**England and Scotland**
Insert:
‘Regional Adviser for General Practice’

**Wales**
Insert:
‘Assembly Adviser for General Practice’

**Continuity of employment**
9.  [see below] For the purposes of assessing the period of continuous employment the employment under this contract shall be deemed to have commenced on [xx] being the date on which the practitioner last commenced in NHS employment.
England, Scotland and Northern Ireland
The BMA recommends that paragraph 9 is amended to read:

‘For the purposes of assessing the period of continuous service the employment under this contact shall be deemed to have commenced on:
For the purposes of a dismissal claim – [insert start date of the salaried GP post]

For the purposes of calculating contractual maternity pay entitlement – [insert date when continuous NHS service began – see chapter 12, section 3.4 for details on how to ascertain this date]

For the purposes of calculating contractual adoption leave pay – [insert start date of the salaried GP post, unless more favourable provisions agreed as suggested in chapter 13, sections 2 and 3]

For the purposes of calculating contractual paternity leave pay – [insert start date of the salaried GP post, unless more favourable provisions agreed as suggested in chapter 14, sections 3 and 4]

For the purposes of calculating contractual parental leave – [insert start date of the salaried GP post, unless more favourable provisions agreed as suggested in chapter 15, sections 1.2 and 1.3]

For the purposes of calculating contractual sick pay – [insert date when continuous NHS service began – see chapter 16, section 3.2 for details on how to ascertain this date]

For the purposes of calculating contractual redundancy pay – [insert date when continuous NHS service began – see chapter 19, section 4.2 for details on how to ascertain this date]."
Wales
The Welsh version reads differently, but the BMA recommends that it is amended as recommended above.

Working Time Regulations
10. Practitioners employed in salaried posts will have the basic rights and protections as the Working Time Regulations provide, as follows:
   (i) a working time limit of an average working week of 48 hours a week which a worker can be required to work (though workers can choose to work more if they sign an individual waiver form). The standard averaging period for the 48 hrs week is 17 weeks, but this can be extended to 26 weeks if the workers are covered by one of the “exceptions” or up to 52 weeks under a workforce agreement;
   (ii) a working limit of an average of 8 hours work in each 24 hour period over an averaging period of 17 weeks, which night workers can be required to work;
   (iii) a right for night workers to receive free health assessments;
   (iv) a right to 11 uninterrupted hours’ rest in each 24 hour period;
   (v) a weekly uninterrupted rest period of 24 hours or one uninterrupted rest period of not less than 48 hours in each 14 day period;
   (vi) a right to a minimum 20 minutes’ rest break where the working day is longer than 6 hours;
   (vii) a right to a minimum of four weeks’ paid leave per year which period is extended by clause 40 of these terms and conditions to a period of 30 working days’ paid leave per year for full-time practitioners.
Retention of other fees
11. Practitioners may not charge fees for work arising within the normal course of their duties save as set out in the Regulations.

12. Practitioners may not charge fees for issuing any certificates listed in the Regulations.

13. Also provided free of charge (for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews) are certificates for patients claiming Income Support and sickness and disability benefits, including Incapacity Benefit, Statutory Sick Pay, Disability Living Allowance and Attendance Allowance.

Outside activities and private practice
14. Practitioners may undertake private practice or other work, provided that it does not conflict with their Job Plan, and save by mutual agreement is not undertaken during the contracted hours.

Lecture fees (additional to those stated in the agreed Job Plan)
15. Where a practitioner gives a lecture on a professional subject for which a fee is payable and the lecture is given in or substantially in contracted hours, the fee shall be paid directly to the Practice or on receipt by the practitioner remitted to the Practice. If a fee is payable for a lecture given substantially outside contracted hours the fee may be retained by the practitioner.

Publications, lectures, etc
16. A practitioner shall be free, without prior consent of the Practice, to publish books, articles, etc. and to deliver any lecture or speech, whether on matters arising out of his or her NHS service or not, provided that the work is not undertaken during contracted hours.
Use of practice facilities

17. Where, in accordance with clause 14 the practitioner undertakes professional medical duties, private practice or other activities which involve the use of Practice facilities, any charge made by the practitioner shall be represented by two elements comprising:
   (i) a payment for professional services; and
   (ii) a payment for the use of Practice services, accommodation and facilities.

18. The proportion of the fee recovered in respect of the second element at clause 17(ii) shall either be paid directly to the Practice or on receipt by the practitioner remitted to the Practice.

19. All charges in respect of professional services shall be a matter of agreement between the practitioner and the person or third party concerned.

Practice meetings

20. The practitioner is required to attend and participate in regular Practice meetings including those relating to clinical governance issues. If these meetings are held outside normal working hours, reasonable notice will be given and will be paid on a pro rata basis to a full-time practitioner’s salary adjusted by time off in lieu for such attendance if agreed in advance by the Practice. The practitioner is also required to participate in and operate clinical governance methods and systems approved by the relevant PCO, eg medical audit or quality assurance initiatives. The Practice undertakes to provide the practitioner with copies of all local PCO policies and procedures, notices of local educational meetings, and professional compendia, such as the BNF and MIMS.
Equipment
21. Subject to the terms of this Agreement, the Practice will use its best endeavours to provide for use at the surgery premises and maintain in good and substantial repair and condition, the under-mentioned equipment which is hereinafter referred to as ‘the equipment’ (but excluding the personal equipment of the practitioner):
   (i) medical and other equipment, apparatus, instruments and implements customarily used in the exercise of the profession of general medical practice; and
   (ii) all other furniture and things incidental to the exercise of the profession of medicine.

The items referred to in clause 21(i) and clause 21(ii) above having been identified by the Practice to the practitioner on the [day] of [month 200x].

22. Subject to the terms of this Agreement, the Practice shall further provide at the surgery premises which the practitioner is generally required to attend, the under-mentioned services which are hereinafter referred to as ‘the services’:
   (i) the services of such staff as are usual for the administration of a general medical practice and assisting a medical practitioner including the maintenance of the accounts and records hereinafter referred to;
   (ii) such materials, drugs and supplies as are customarily used in general medical practice; and
   (iii) the services of medical support staff when they are on duty at the surgery premises.

23. The practitioner shall not without the prior consent of the Practice use at the said surgery premises any equipment or services of the nature referred to in clauses 21(i) and 21(ii) (Equipment) other than the equipment and services provided pursuant to this Agreement.
24. The practitioner shall at all times utilise the Practice facilities in a proper manner and only upon and subject to the terms of this Agreement and shall indemnify the Practice against all costs of any repair or replacement of equipment occasioned by any negligent act and/or omission by the practitioner.

25. The Practice shall not be under any liability to the practitioner in respect of any failure to make any or all of the facilities available for a continuous period of less than three working days, unless such a failure is due to the default of the Practice.

26. The Practice shall cause the facilities to be available during normal surgery hours and days and the practitioner shall use every reasonable endeavour to utilise the facilities during the said hours.

27. Outside the aforesaid hours the practitioner shall have reasonable access to the surgery premises which the practitioner is generally required to attend for the emergency treatment of patients or for purposes other than the provision of treatment and attendance on patients but connected with the practice of medicine.

**London weighting allowance (where applicable/England only)**

**London zone and extra-territorially managed units**

28. A practitioner whose place of work is within the boundaries of a PCO designated by of sections 55a, 55b and 56 of the Hospital Conditions of Service shall be paid London Weighting at the rate specified.

29. A practitioner whose place of work is in one of the units designated by sections 55a, 55b and 56 of the Hospital Conditions of Service shall be paid London Weighting at the rate specified.
Fringe zone
30. A practitioner whose place of work is within the boundaries of a PCO designated by sections 55a, 55b and 56 of the Hospital Conditions of Service shall be paid London Weighting at the rate, unless he or she is employed at a unit described in paragraph 29 above.

Part-time appointments
31. Part-time practitioners shall receive the appropriate proportion of London Weighting.

Job sharing
32. Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the job sharing of a post in any grade shall be determined in accordance with the provisions of section 11 of the General Whitley Council Handbook.

Salary range and starting salaries
33. Except as provided elsewhere in these Terms and Conditions of Service practitioners on appointment will be paid at an appropriate point on the relevant range set out in Appendix 1 for their post.

34. Practices shall have discretion to fix the practitioner’s salary for the first year of his or her employment at a figure higher than the minimum salary range point having regard to one or more of the practitioner’s:
(i) equivalent service;
(ii) service in HM forces, or in a developing country;
(iii) special experience;
(iv) qualifications;
(v) local job market requirements;
(vi) time working as a GP principal whether in GMS or PMS;
(vii) geographical considerations; and
(viii) the requirement for the practitioner to work out of hours where such service cannot otherwise be provided.
Medical indemnity
35. The practitioner is required to effect and maintain full registration with the General Medical Council and to effect and maintain membership on an occurrence based basis with a recognised medical defence organisation commensurate with the practitioner’s responsibilities. The practitioner is also required to provide written proof and evidence of such registration and membership.

Termination of employment
36. This Agreement shall be subject to termination forthwith by the Practice (in line with Practice employment procedures) if the practitioner:
   (i) has his/her name removed from the Medical Register (except under [insert as set out below]);

   England, Wales and Scotland
   Insert:
   ‘section 30(5) of the Medical Act 1983’

   Northern Ireland
   Insert:
   ‘the relevant provisions of The Health and Personal Social Services Act (NI) 2001 Nlc3’

   (ii) conducts him/herself in a manner which results in his/her name being [insert as set out below] (whereby medical practitioners who have been written to at a certain address by the Registrar but no answer has been received from that address for six months, are erased from the Medical Register);
(iii) has his/her name removed [insert as set out below] from a list maintained under the List Regulations;

(iv) commits any gross or persistent breaches of the practitioner’s obligations under this Agreement and such a power of determination shall be exercisable notwithstanding that on some earlier occasion the Practice may have waived or otherwise failed to exercise their rights to termination under this clause; or

(v) is guilty of illegal substance abuse or habitual insobriety [insert as set out below].
In considering the conduct of the practitioner with regard to the provisions of (iv) above the Practice shall have regard to the guidance contained in the General Medical Council’s publication “Good Medical Practice” relating to the conduct of practitioners.

**Period of notice**

37. The agreed minimum period of notice by both sides shall be three months.

**Application of minimum periods**

38. These arrangements shall not prevent:
   (i) the Practice or a practitioner from giving, or agreeing to give, a longer period of notice than the minimum;
   (ii) both parties to a contract agreeing to a period different from that set out;
   (iii) either party waiving its rights to notice on any occasion, or accepting payment in lieu of it; or
   (iv) either party treating the contract as terminable without notice, by reason of such conduct by the other party as enables it so to treat it at law.
Personal and professional disciplinary procedures

39. [Insert as set out below]

**England, Scotland and Northern Ireland**

Insert:
‘The relevant Hospital Conditions of Service shall apply subject to the disciplinary procedures of the Practice as they apply to medical staff or other employees.’

**Wales**

Insert:
‘The relevant Hospital Conditions of Service shall apply in matters of personal conduct. In matters involving professional conduct or performance the relevant procedures of the Practice shall apply in line with the Guidance for Local Health Boards on Local Procedures as agreed between GPC (Wales) and the Welsh Assembly Government, Primary Care Division.’

**Annual leave**

40. Full-time practitioners shall be entitled to 30 working days’ annual leave in each year.

41. The 30 working days’ annual leave entitlement for full-time practitioners shall be taken on a pro rata basis by part-time practitioners.

**Leave years**

42. The leave year of practitioners shall run from the beginning of [xx] to the end of [xx] and holiday entitlement shall be taken pro rata.
Public holidays
43. The leave entitlements of practitioners are additional to ten days’ statutory and public holidays to be taken in accordance with section 2 of the General Whitley Council Handbook, as amended, or days in lieu thereof. In addition, a practitioner who in the course of his or her duty was required to visit a patient or be present at premises designated for the provision of health services under the practitioner’s contract of employment between the hours of midnight and 9 am on a statutory or public holiday should receive a day off in lieu.

General
44. Practitioners shall notify the Practice when they wish to take annual leave, and the granting of such leave shall be subject to approved arrangements having been made for their work to be done during their absence. Approval should not be unreasonably withheld. Locums should be employed by the Practice where it is not possible for other practitioners to deputise for an absent colleague.

Hospital Conditions of Service
45. The provisions of paragraphs 205 to 217 of the Hospital Conditions of Service shall apply to practitioners in regular appointments, save that, where a practitioner has arranged to go overseas on a rotational appointment or on an appointment which is considered by the Director of Postgraduate Medical Education or College or Faculty Adviser to be part of a suitable programme of training, or to undertake voluntary service, the practitioner may carry forward any outstanding annual leave to the next regular appointment, provided that:
(i) the next regular appointment is known in advance of the practitioner leaving the Practice to go overseas; and
(ii) the practitioner takes no other post outside the NHS during the break of service, apart from limited or incidental work during the period of the training appointment or voluntary service.
Sick leave

Scale of allowances

46. A practitioner absent from duty owing to illness, injury or other disability shall, subject to the provisions of paragraph 48 (calculation of allowances), be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Hospital Conditions of Service.

47. The Practice shall have discretion to extend the application of the foregoing scale in an exceptional case. A case of a serious nature, in which a period of sick leave on full pay in excess of the period of benefit stipulated above would, by relieving anxiety, materially assist a recovery of health, shall receive special consideration by the Practice.

Calculation of allowances

48. The rate of allowance, and the period for which it is to be paid in respect of any period of absence due to illness, shall be in accordance with paragraphs 225–244 of the Hospital Conditions of Service.

Study/professional leave

Definition

49. Subject to paragraph 51 (conditions) study leave will be granted for postgraduate or continuing professional development (CPD) purposes approved by the Practice, and includes study (usually, but not exclusively or necessarily, on a course), research, teaching, examining or taking examinations, visiting clinics and attending professional conferences.

50. Practitioners will also be required to comply with the requirements for appraisal and revalidation as may from time to time apply. Furthermore, at least four hours per week on an annualised basis shall be protected for activities related to professional development as outlined in the agreed Job Plan. Appropriate provision for activities relating to professional development will be provided for part-time practitioners.
Conditions
51. The following conditions shall apply:
   (i) the leave and the purpose for which it is required must be 
   approved by the Practice concerned;
   (ii) where leave with pay is granted, the practitioner must not 
   undertake any remunerative work without the special 
   permission of the Practice.

Special leave with and without pay
52. The provisions of section 3 of the General Whitley Council 
   Handbook shall apply, with the following qualifications:
   (i) Attendance at court as witness. For practitioners attending 
   court as medical or dental witnesses such attendance is 
   governed by paragraphs 30 to 37 and 40 to 42 of section 3;
   (ii) Jury service. Normally medical and dental practitioners are 
   entitled to be excused jury service [see below];

   Note to (ii): This is no longer correct.

   (iii) Contact with notifiable diseases. In general, the situation will 
   not arise in the case of medical practitioners because of their 
   professional position.

Maternity leave
53. The provisions of section 6 of the General Whitley Council 
   Handbook shall apply.

Special leave for domestic, personal and family reasons
54. The provisions of section 12 of the General Whitley Council 
   Handbook shall apply [see below].

   Note: Section 12 of the GWC Handbook has been superseded by a 
   new section 7. To avoid ambiguity, we advise that the contract 
   should make reference to this new section 7 of the GWC Handbook.
Local Medical Committees
55. The LMC voluntary levy for the practitioner shall be paid by the Practice.

Expenses
56. Expenses shall be paid at the rates appropriate to all NHS practitioner employees (as per all other NHS employees).

Miscellaneous
Application of General Whitley Council Handbook [insert as set out below]

England, Wales and Scotland
Insert:
‘57. The provisions of sections 7 (Equal Opportunities), 8 (Harassment at Work), 9 (Child Care), 10 (Retainer Schemes) subject where appropriate to the particular provisions of the Doctors and Dentists Retainer Schemes set out in Annex B of PM(79)3 and EL(90)2 respectively, 27 (Reimbursement of telephone expenses), 33 (Dispute Procedures), 41 (Health Awareness for NHS Staff), 45 (Arrangements for redundancy payments), 52 (Position of Employees elected to Parliament), 53 (Membership of Local Authorities), 54 (Payment of Annual Salaries), 59 (NHS Trusts – Continuity of Service), and 61 (Annual Leave and Sick Pay Entitlements on Re-Entry and Entry into NHS Employment) of the General Whitley Council Handbook shall apply.’

Northern Ireland
Insert:
‘57. The provisions of sections 7 (Equal Opportunities), 8 (Harassment at Work), 9 (Child Care), 10 (Retainer Schemes), 28 (Reimbursement of telephone expenses), 41 (Health Awareness for NHS Staff), 42 (Disciplinary and Disputes Procedure), 45 (Arrangements for redundancy payments), 52 (Position of Employees elected to Parliament), 53 (Membership of Local Authorities), 54 (Payment of
Annual Salaries), 59 (NHS Trusts – Continuity of Service), and 61 (Annual Leave and Sick Pay Entitlements on Re-Entry and Entry into HPSS Employment) of the General Whitley Council Handbook (which in this contract means the General Terms and Conditions of Service Handbook for NI) shall apply.’

*However the BMA recommends that this wording in total should only be inserted if the suggested insertion at paragraph 1.7 above is made.*

**Appendix 1 : Salary range**

The minimum pay for a full-time salaried GP is £53,429 for 2009-10 (pro-rata for those working less than full time).
Appendix C

This is a reproduction of the Advance Letter concerning s6 of the GWC Handbook.

Introduction
1. Part A of this Section sets out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.

2. Part B gives information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.

3. Part C defines the service that can be counted towards the twelve month continuous service qualification set out in paragraph 5.1 below and which breaks in service may be disregarded for this purpose.

4. Part D explains how to get further information about employees’ statutory entitlements. [Note: Not included in this copied version]

PART A
Eligibility
5. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:

5.1 she has twelve months continuous service (see Part C) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;

5.2 she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this
is not possible, as soon as is reasonably practicable thereafter):
5.2.1 of her intention to take maternity leave;
5.2.2 of the date she wishes to start her maternity leave (but see paragraph 6 below);
5.2.3 that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;
5.2.4 and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

Changing the maternity leave start date
6. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

Confirming maternity leave and pay
7. Following discussion with the employee, the employer should confirm in writing:
7.1 the employee’s paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
7.2 unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement, and
7.3 the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 37 and 38 below);
7.4 the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.
Keeping in touch
8. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee’s maternity leave including:

8.1 any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;

8.2 keeping the employer in touch with any developments that may affect her intended date of return.

Paid maternity leave
Amount of pay
9. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:

9.1 for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants allowances) receivable;

9.2 for the next 14 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants allowances) receivable providing the total receivable does not exceed full pay;

9.3 for the next four weeks, the employee will receive the standard rate of Statutory Maternity Pay or Maternity Allowance.

10. By prior agreement with the employer this entitlement may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.
Calculation of maternity pay

11. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:

11.1 in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis.

11.2 in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis.

11.3 In the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Unpaid contractual maternity leave

12. Employees will also be entitled to 26 weeks unpaid leave.

Commencement and duration of leave

13. An employee may begin her maternity leave at any time between the eleventh week before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.
**Sickness prior to childbirth**

14. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self certificate, shall be treated as sick leave in accordance with normal sick leave provisions.

15. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

**Premature birth**

16. Where an employee’s baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.

17. Where an employee’s baby is born before the eleventh week before the expected week of childbirth, and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee’s absence.

18. Where an employee’s baby is born before the eleventh week before the expected week of childbirth, and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start at the beginning of the actual week of childbirth.
19. Where an employee’s baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks leave immediately after childbirth and the rest of her leave following her baby’s discharge from hospital.

Still birth
20. Where an employee’s baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.

Miscarriage
21. Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.

Health and safety of employees pre and post birth
22. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.

23. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

Return to work
24. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days notice.
25. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

**Returning on flexible working arrangements**

26. If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.

27. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employees right to return to her job under her original contract at the end of the agreed period.

**Sickness following the end of maternity leave**

28. In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.

**Failure to return to work**

29. If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 5.2.3 above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.
Fixed-term contracts or training contracts
30. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth, and who satisfy the conditions in paragraph 5.1, 5.2.1, 5.2.2 and 5.2.4, shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 9 above.

31. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.

32. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 29 above will not apply.

33. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 5.1 above may still be entitled to Statutory Maternity Pay.

Rotational training contracts
34. Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee’s contract will be extended to enable the practitioner to complete the agreed programme of training.

Contractual rights
35. During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.
Increments
36. Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.

Accrual of annual leave
37. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.

38. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and the employer.

Pensions
39. Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.

Antenatal care
40. Pregnant employees have the right to paid time off for antenatal care. Antenatal care may include relaxation and parentcraft classes as well as appointments for antenatal care.

PART B
Employees not returning to NHS employment or with less than 12 months continuous service
41. An employee who satisfies the conditions in paragraph 5, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first 6 weeks of her maternity leave and to a flat rate sum for the following 20 weeks.
42. If an employee does not satisfy the conditions in paragraph 5 for contractual maternity pay she may still be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 5. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.

43. Employees who fall into the category set out in paragraph 42 will also qualify for twenty six weeks unpaid maternity leave. Part D contains further information on statutory maternity entitlements.

PART C
Continuous service

44. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 5.1 the following provisions shall apply:

44.1 NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;

44.2 a break in service of three months or less will be disregarded (though not count as service);

44.3 the following breaks in service will also be disregarded (though not count as service):

- employment under the terms of an honorary contract;
- employment as a locum with a general practitioner for a period not exceeding twelve months;
- a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
- a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve
months at the discretion of the employer which recruits the employee on her return;
- absence on a employment break scheme in accordance with the provisions of Section 7 of the General Council Handbook;
- absence on maternity leave (paid or unpaid) as provided for under this agreement.

45. Employers may at their discretion extend the period specified in paragraphs 44.2 and 44.3.

46. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.

47. Employers have the discretion to count other previous NHS service or service with other employers.
Appendix D

This is a reproduction of the Advance Letter concerning s7 of the GWC Handbook.

Balancing work and personal life

1. General
1.1 NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.

1.2 Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this part of the agreement should be seen as operating in conjunction with other sections, particularly the Employment Break Scheme, Flexing Work Positively and Caring for Children and Adults sections.

1.3 Arrangements should be agreed between employers and local trade union representatives.

1.4 A dependant is someone who is an employee’s parent, wife, husband, partner, child or is someone who relies on the employee in a particular emergency.
2. **Forms of leave**

**Parental leave**

2.1 This should be a separate provision from either maternity or paternity leave and should provide an untransferable individual right to at least 13 weeks leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.

2.2 Parental leave should be applicable to any employee with twelve months service in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).

2.3 Leave arrangements need to be as flexible as possible, so that leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of paternity or maternity leave.

2.4 Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.

2.5 During parental leave the employee retains all of his/her contractual rights, except remuneration, and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.

2.6 It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.
Paternity leave and pay and ante-natal leave
2.7 There will be an entitlement to two weeks paid paternity leave per birth.
2.8 This will apply to biological and adoptive fathers, nominated carers, and same sex partners.
2.9 Eligibility will be twelve months service. Those with less service will be entitled to unpaid leave subject to local agreement.
2.10 Local agreements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
2.11 An employee must give his employer a completed form SC3 Becoming a parent at least 28 days before they want leave to start.
2.12 Reasonable paid time off to attend ante-natal classes will also be given.

Adoption leave and pay
2.13 This will be available to people wishing to adopt a child and who have primary care responsibilities for that child.
2.14 The leave should cover official meetings in the adoption process as well as time after the adoption itself.
2.15 The agreement for time off after the adoption should cover circumstances where the child is initially unknown to the adoptive parents. If there is an established relationship with the child, such as fostering prior to adoption, time off for official meetings only should be considered.
2.16 Where the child is below age 18 adoption leave and pay will be in line with the maternity leave and pay provisions which are set out in Section 6 of the GWC Handbook.

2.17 If the same employer employs both parents the period of leave and pay may be shared. If one parent is identified as the primary carer, then s/he should be entitled to the majority of the leave with the other person being entitled to paternity leave and pay.

**Leave/time off for domestic reasons**

2.18 This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.

2.19 The agreement should cover all employees.

2.20 There will be no service qualification for this form of leave.

2.21 Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.

2.22 If the need for time off continues, other options may be considered, such as a career break.

2.23 Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.

2.24 Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

3. **Monitoring and review**

3.1 All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff side representatives.
Appendix E
Schedule 29 of the consultants’ terms and conditions (England) 2003 as at 1 April 2008: Parental leave, paternity leave and pay, adoption leave and pay, and time off for domestic reasons

This is an extract from the consultants’ hospital terms and conditions (England) as at 1 April 2008.

4. A dependant is someone who is married to, or is a partner or civil partner, “a near relative” or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

Parental leave
5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks’ leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.

6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).

7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.

9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.

10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

**Maternity support (paternity) leave and pay and ante-natal leave**

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.

12. There will be an entitlement to two weeks’ occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.

13. Eligibility for occupational paid maternity support pay will be twelve months’ continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.
14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.

15. An employee must give his or her employer a completed form SC3 “Becoming a Parent” at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.

16. Reasonable paid time off to attend ante-natal classes will also be given.

17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

Adoption leave and pay
18. All employees are entitled to take 52 weeks adoption leave.

19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.

20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.

21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.

22. Eligibility for occupational adoption pay will be twelve months’ continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.
23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner’s children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.

24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.

25. Reasonable time off to attend official meetings in the adoption process should also be given.

26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

Leave/time off for domestic reasons
28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.

29. These provisions should cover all employees.

30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.

31. If the need for time off continues, other options may be considered, such as a career break.

32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.

33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.
Appendix F
Section 45 of the General Whitley Council Handbook: Arrangements for redundancy payments

This is a reproduction of section 45 of the GWC Handbook.

Scope
1. These arrangements apply to employees who, having been employed for the minimum qualifying period of reckonable service (as defined in paragraph 2.2) in the National Health Service in Great Britain (or previously in Northern Ireland), are dismissed by reason of redundancy, which expression includes events described in section 81(2) of the Employment Protection (Consolidation) Act 1978, and premature retirement on organisational change under paragraphs 1(iii), 6, 7 and 8 of the agreement on Premature Payment of Superannuation and Compensation Benefits (as Section 46). The minimum qualifying period is 104 weeks continuous service whole-time or part-time.

2. When considering redundancies, regard should be had to good employment practice, such as that outlined in the ACAS booklet on handling redundancies.

Definitions
3. For the purposes of these arrangements, the following expressions have the meanings assigned below:

3.1 “Health service authority” means a regional health authority, a district health authority, the Dental Practice Board, a special health authority, a family health service authority, the Public Health Laboratory Service Board, a health board and the Common Services Agency in Scotland, the Northern Ireland Health and Social Services Board and its Central Services Agency, and any predecessor or successor authority.
3.2 “Reckonable service”, which shall be calculated up to the date on which the termination of the contract takes effect, means continuous employment as defined in 1 above with the present or any previous health service authority, after attaining age 18 years.

A period (which may include the aggregate or shorter periods) not exceeding 12 months beginning on or after 1 April 1985 spent as a GP trainee in the employment of a principal GP trainer under the trainee practitioner scheme shall, notwithstanding that it is not employment with a health service authority, also count as a “reckonable service”.

Periods of employment prior to a break of more than 12 months at any one time in employment with a health service authority shall not count as “reckonable service”, except that any period of employment as a GP trainee counted as “reckonable service” shall not count as part of any period of more than 12 months constituting a break in employment with a health service authority.

Service which qualifies under Section 58 of this handbook shall also count as reckonable service. The following previous employment shall not so count:

3.2.1 employment which has been the subject of terminal payments under HM(60)47 or HM(62)12 (in Scotland, SHM(60)38 or SHM(62)14);

3.2.2 employment which has been the subject of a redundancy payment under this agreement or under any similar redundancy arrangements in Northern Ireland;

3.2.3 employment which has been the subject of compensation for loss of office under the National Health Service (Transfer of Officers and Compensation) Regulations 1948 and 1960, the National Health Service (Transfer and Compensation) (Scotland) Regulations 1948 and 1960, the Local
Government (Executive Councils) (Compensation) Regulations 1964 and 1966, the National Health Service (Compensation) Regulations 1971, the National Health Service (Compensation) (Scotland) Regulations 1971, or Regulations made under Section 24 of the Superannuation Act 1972, or any orders made under Sections 11(9) or 31(5) of the National Health Service Act 1946 or Sections 11(10) or 32(5) of the National Health Service (Scotland) Act 1947 or Sections 13(3) or 19(6) of the National Health Service (Scotland) Act 1972, or under Sections 28(6) or 60 of the Health Service Act (Northern Ireland) 1948 or Article 78 of the Health and Personal Social Services (Northern Ireland) Order 1972 or Regulations made under Section 44 of the National Health Service Reorganisation Act 1973, or Section 34A of the National Health Service (Scotland) Act 1972;

3.2.4 employment in respect of which the employee was awarded superannuation benefits.

3.3 “Superannuation benefits” means the benefits, or part of the benefits (other than a return or contribution) payable under a superannuation scheme in respect of the period of the employee’s reckonable service.

3.4 “Week’s pay”* means either:

3.4.1 an amount calculated in accordance with the provisions of Schedule 14, Part II of the Employment Protection (Consolidation) Act 1978 except that paragraph 8 of Schedule 14, Part II shall not apply; or

3.4.2 an amount equal to 7/365ths of the annual salary in payment at the date of termination of employment; or
3.4.3 the weekly wage calculated as at the date of termination of employment, to which the employee would be entitled under the agreements of the Ancillary Staffs Council or the Ambulance Council or the Whitley Councils for the Health Services (Great Britain) during absence on annual leave; whichever is more beneficial to the employee.

**Benefits**

4. The redundancy payment * shall take the form of a lump sum dependent on the employee’s age and reckonable service at the date of ceasing to be employed. This shall be:

4.1 for all employees aged 41 or over who are not immediately after that date entitled to receive payment or benefits provided under the NHS Superannuation Scheme, the lump sum shall be assessed as follows:

4.1.1 2 weeks’ pay for each complete year of reckonable service at age 18 or over with a maximum of 50 weeks’ pay, PLUS

4.1.2 an additional 2 weeks’ pay for each complete year of reckonable service at age 41 or over with a maximum of 16 weeks’ pay.

(Overall maximum, 66 weeks’ pay)

4.2 For other employees, a maximum of 20 years reckonable service may be counted, assessed as follows:

4.2.1 For each complete year of reckonable service at age 41 or over – 1½ weeks’ pay;

4.2.2 For each complete year of reckonable service at age 22 or over but under 41 – 1 week’s pay;

* Footnote – In all cases the redundancy payment will need to be recalculated, and any arrears due paid, if a retroactive pay award is notified after the date of cessation of employment
4.2.3 For each complete year of reckonable service at age 18 or over but under 22 – ½ week’s pay.

(Overall maximum, 30 weeks’ pay)

5. Fractions of a year cannot count except that they may be aggregated under 4.2.1, 4.2.2 and 4.2.3 to make complete years. These must be paid for at the lower appropriate rate for each complete year aggregated.

6. If the 64th birthday has been passed, the sum calculated under paragraph 4 above shall be reduced by one twelfth for each complete month between the date of the 64th birthday and the last day of service.

7. ...[Applies to NHS superannuation benefits which do not apply to salaried GPs, as this is outside of the control of the employer.]

**Exclusion from eligibility**

8. Employees otherwise eligible shall not be entitled to redundancy payments under these arrangements if they:

8.1 are dismissed for reasons of misconduct, with or without notice; or

8.2 are age 65 or over; or

8.3 have reached the normal retiring age in cases where there is a normal retiring age of less than 65 for employees holding the position which they held and the age is the same for men and women; or

8.4 at the date of the termination of the contract have obtained without a break or with a break not exceeding 4 weeks suitable alternative employment with the same or another health service authority in Great Britain or NHS trust in Great Britain; or
8.5 unreasonably refuse to accept or apply for suitable alternative employment with the same or another health service authority in Great Britain or NHS trust in Great Britain; or

8.6 leave their employment before expiry of notice except as described at paragraph 11; or

8.7 are offered a renewal of contract (with the substitution of the new employer for the previous one) where the employment is transferred to another public service employer not being a health service authority.

Suitable alternative employment

9. “Suitable alternative employment”, for the purpose of paragraph 8, should be determined by reference to Sections 82(3) and 82(5) of the Employment Protection (Consolidation) Act 1978. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility by adapting their domestic arrangements where possible.

10. For the purpose of this scheme any suitable alternative employment must be brought to the employee’s notice in writing before the date of termination of contract and with reasonable time for the employee to consider it; the employment should be available not later than 4 weeks from that date. Where this is done, but the employee flails to make any necessary application, the employee shall be deemed to have refused suitable alternative employment. Where an employee accepts suitable alternative employment the “trial period” provisions in Section 84(3) to (7) of the Employment Protection (Consolidation) Act 1978 shall apply.
Early release of redundant employees

11. Employees who have been notified of their cessation of employment on account of redundancy, and for whom no suitable alternative employment in the NHS is available may, during the period of notice, obtain other employment outside the NHS and wish to take this up before the period of notice of redundancy expires. In these circumstances the employing authority shall, unless there are compelling reasons to the contrary, release such employees at their request on a mutually agreeable date and that date shall become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment under the other terms of this agreement.

Claim for redundancy payment

12. Subject to the employee submitting a claim which satisfies the conditions and is made either before or within 6 months after cessation of employment, the redundancy payment shall be paid by the employing authority. Before payment is made, employees shall provide a certificate that at the date of termination of the contract they had not obtained or been offered or unreasonably refused to apply for or accept suitable alternative health service employment commencing without a break or with a break not exceeding 4 weeks from the date of termination and that they understand that the payment is made only on this condition and they undertake to refund it if this condition is not satisfied.

Disputes

13. Employees who disagree with the employing authority’s calculation of the amount of redundancy payment or rejection of a claim for such payment should in the first instance make representation to the employing authority via the local grievance procedures.
Appendix G
BMA GP retainer scheme model contract

Parties and appointment
1. This contract is dated [insert date] and is between [insert name of practice], (the “Practice”) and [Dr – insert name of GP retainee], (the “Retainee”).

Contract of employment
2. This contract sets out the terms and conditions of employment of the Retainee, and includes the particulars of employment which are required to be provided under the Employment Rights Act 1996 or equivalent.

3. The Retainee is employed by the Practice as a general practitioner under the NHS’s GP Retainer Scheme (“Retainer Scheme”). Accordingly, the Retainee is also required to comply with any applicable conditions of the Retainer Scheme set out in HSC 1999/004.

4. The Retainee is required to comply with the Practice’s written rules and procedures, which are set out in [xx]. Any amendments will be notified to the Retainee in writing.

Duration of contract
5. Employment will commence on the date in Section A. Subject to paragraphs 77 to 80 below, the employment will be for a term of five years, which may be extended.

Induction period
6. On commencement of employment the Retainee will be given an appropriate induction, which will include the matters in Section B of this contract.

Registration
7. At all times during the period of employment the Retainee must be:
   (a) a fully registered medical practitioner whose name is on the GP Register of the General Medical Council (GMC); and
   (b) registered on the Performers List of a PCO in the country
where they are employed in accordance with the National Health Service (Performers Lists) Regulations 2004.

**Continuity of service**

8. The Retainees service with the Practice continues to accrue during periods of paid and unpaid leave.

9. When assessing entitlement to sick, maternity, paternity, adoptive and parental leave pay and to redundancy pay, the Retainees length of service will be deemed to include previous NHS service, provided there was not a break in service of more than 12 months. However, a break in service will be disregarded (but not count as a period of previous NHS service) when it falls into one of the categories in Section C of this contract. For the purposes of this paragraph, the commencement date of the Retainees continuous service is contained in Section A of this contract.

10. NHS Service includes (without limitation) any service in or as the following:
   (a) general medical services (‘GMS’)
   (b) personal medical services (‘PMS’)
   (c) alternative provider of medical services (‘APMS’)
   (d) general practitioner registrar/trainee
   (e) Those additional categories defined as NHS employment set out in Section C.

**Location of work**

11. The Retainees place or places of work are specified in Section A of this contract and may be changed by written agreement between the two parties to this contract. The Retainees is not required to work abroad.

**Sessions of work**

12. Under the terms of the Retainer Scheme, the minimum number of sessions that may be worked by the Retainees per week is one session, and the maximum of sessions is 52 per quarter, usually
spread evenly throughout the period at four sessions per week. On occasion the weekly quota of sessions may be increased to a maximum of six or decreased to a minimum of one by mutual agreement between the parties. If there is a substantial variation in the number of sessions per week, the prior agreement of the local Director of Postgraduate General Practice Education (‘DPGPE’) is required as well as the agreement of the Retainee and the Practice. The length of a session is three and a half hours.

13. The Retainee’s sessions of work will be contained in a job plan (‘Sessions Of Work’). The current job plan is attached as Section D of this contract. The job plan may be amended in accordance with paragraph 12 above by agreement with the DPGPE, the Practice and the Retainee, and no party will unreasonably withhold such agreement.

14. The Retainee may work additional sessions in non-primary medical services which is not within the control of the Practice with the prior approval of the DPGPE, for instance as a clinical assistant or GP tutor. Work as a locum is specifically excluded and not permissible under the terms of the Retainer Scheme. Outside work must not conflict with the Retainee’s employment obligations to the Practice.

**Contractual duties**

15. The duties of the Retainee include:
   (a) those contained in Section E of this contract;
   (b) providing general medical services to patients; and
   (c) such other duties as reasonably delegated to you by the practice that is required of the Practice in providing services under the Practice’s contract with the PCO.

16. The duties contained in Section E may be changed by written agreement of both parties to this contract, and such agreement will not be unreasonably withheld. The duties and job plan will be reviewed at least annually to give both the Retainee and the Practice an opportunity to propose changes.
Records
17. The Retainee is required to keep:
   (a) full and proper records of all attendances with patients; and
   (b) any other records as required by NHS legislation or reasonably required by the practice.

Confidentiality
18. The Retainee must strictly adhere to the applicable GMC guidance on patient confidentiality.

19. The Retainee must not use or disclose confidential information about the practice’s patients or its business other than as expressly authorised by the Practice as a necessary part of the performance of the Retainee's duties or as required by law.

20. Confidential information about the Practice’s business includes (without limitation): business plans; forecasts; information related to research, future strategy, or any other sensitive financial information concerning the affairs of the practice or its partners.

21. The duty of confidentiality continues in perpetuity.

Salary and allowances
22. The Retainee’s annual salary is contained in Section A. The salary, together with any other additional payments that might be owing to the Retainee, will be paid to the Retainee monthly in arrears by credit transfer, on or before the last day of the month.

23. In setting the salary for the first year of employment, relevant considerations include (without limitation):
   (a) the salary range recommended by the Doctors’ and Dentists’ Remuneration Body (“DDRB”) for salaried general medical practitioners, which the salary will not be below.
   (b) equivalent service;
   (c) special experience or qualifications;
   (d) service in Her Majesty’s forces or in a developing country;
(e) local job market requirements
(f) time working as a GP, whether in GMS or PMS
(g) geographical considerations,
(h) if required to and under the terms of the scheme to undertake any out of hours service.

The salary will be increased annually in accordance with the recommendation of the DDRB for salaried general medical practitioners. Pay increases will be backdated to the date of the recommendation.

24. The Retainee will be reimbursed for travelling, private vehicle use and telephone expenses in accordance with the Practice’s policy, which for motor vehicles should reflect at least AA or RAC rates for motor vehicles.

Local medical committee levy
25. The Practice will pay any levies for the Retainee’s representation by the local medical committee (LMC).

Professional expenses
26. Under the Retainer Scheme, the Retainee is entitled to a fixed annual amount towards the costs of their professional expenses [consult the DPGPE for the relevant amount]. It is paid as a lump sum upon commencement of employment and on an annual basis thereafter, while the Retainee remains a member of the Retainer Scheme. The sum is subject to deductions for tax and National Insurance Contributions, but is not NHS superannuable.

Retention of fees
27. The Retainee may only charge fees to external bodies (including patients) for the services provided as allowed by legislation.

28. If the Retainee receives fees for work done during Sessions of Work, these must be paid to the Practice, except as contained in Section A or as otherwise agreed in writing by the Practice.
29. Subject to any other legal requirements that may apply, the Retainee may keep any specific or pecuniary legacy or gift of a specific chattel made to them as their personal property.

**Continuing professional development and education**

30. Under the Retainer Scheme, the Retainee is entitled to eight sessions of education per year, regardless of the number of sessions worked each year.

31. The Retainee will be entitled to the pro rata full-time equivalent (FTE – see definitions section of this contract) of four hours per week for protected Continuing Professional Development (‘CPD’). This CPD is inclusive of the eight sessions of education per year.

32. Sessions for Continuing Professional Development (‘CPD’) are included in, and not in addition to, the Sessions of Work.

33. The Sessions of Work reserved for CPD will be identified in the job plan.

34. The Retainee’s CPD will be in accordance with a personal educational development plan (“PDP”), which will be agreed annually with the Retainee, the DPGPE and the Practice’s educational supervisor. Education time under the Retainer Scheme should primarily be used for the purposes agreed in accordance with your PDP.

**Appraisal/revalidation**

35. The Retainee will be required to undertake NHS appraisal and revalidation.

**Clinical audit/clinical governance**

36. The Retainee will be required to participate in clinical audit and to be involved with clinical governance issues within the Practice. These duties will be carried out during the Sessions of Work.
37. The Practice will ensure that the Retainee is provided with copies of, or has access to, all local PCO policies and procedures, notices of local educational meetings and professional compendia.

Publications, lectures etc
38. The Retainee does not require the consent of the Practice to publish books and articles etc, deliver lectures and speak, including on matters arising out of their NHS service, provided:

(a) the Retainee does not purport to represent the Practice or any views expressed by the Practice;
(b) the work is not undertaken during the Sessions of Work;
(c) does not conflict with the work of the Practice.

If the Retainee wishes to do any work of this nature during the Sessions of Work, the prior written consent of the Practice must be obtained.

39. If the Retainee gives a lecture on a professional subject for which a fee is payable, the fee will be payable to:

(a) the Practice, up to a normal sessional rate, if the lecture is given in or substantially in the Sessions of Work; or
(b) the Retainee, if the lecture is given substantially outside of the Sessions of Work or during the Retainee’s annual leave.

Personal appraisal
40. The Retainee will have a personal appraisal with their supervisor at the Practice, at least annually and which will take place during the Sessions of Work. This will be an opportunity to review and discuss the job plan and other employment matters. It is at this meeting that the exit plan for the Retainer Scheme is reviewed. The personal appraisal is independent of the “Appraisal/Revalidation” referred to in paragraph 36 above.

Practice meetings
41. The Retainee is entitled to attend and participate in regular practice meetings relating to education and clinical governance.
The Retainee may be invited to attend meetings on practice business matters. The Retainee will be given reasonable notice of such meetings. If the Retainee attends such a meeting outside of the Sessions of Work, the Retainee may elect to be remunerated on a sessional basis, or to take time off in lieu.

**Annual leave**

42. The annual leave year runs from the first day of employment.

43. The Retainee is entitled to the following paid leave:
   (a) six weeks annual leave pro rata; and
   (b) the pro-rata FTE of 10 days (which includes NHS days and statutory bank holidays).

44. The paid leave must be taken within the leave year that it falls due unless agreed otherwise in writing with the Practice.

45. It is the intention of the Retainer Scheme that the Retainee should be able to take leave entitlement at times that are suitable for their personal circumstances.

46. Leave entitlements for periods of less than one year will be calculated on a pro rata basis (e.g. where termination of employment occurs part way through the leave year).

**Absence from work**

47. If the Retainee is absent from work without notice (for example due to, but not limited to, sickness), the Retainee should telephone the Practice and speak to the practice manager or the practice manager’s deputy as soon as possible on the first day of such absence.

48. If an absence due to sickness continues for more than three calendar days, the Retainee must submit a self-certification form (which will be provided by the Practice) to the practice manager before the end of the seventh day.
49. If an absence due to sickness continues for more than one week, the Retainee must submit a doctor’s certificate.

50. If the Retainee fails to provide the appropriate sickness documentation, the Practice may withhold sick pay.

51. If, while on annual leave the Retainee is ill for more than seven days, on production of a doctor’s certificate, the balance of the annual leave will be suspended and the Retainee will be entitled to sick leave.

**Statutory Sick Pay (SSP)**

52. If the Retainee is entitled to SSP, it will be paid to the Retainee by the Practice at the appropriate rate for the agreed qualifying days, being days on which the Retainee would normally work.

**Practice sick pay**

53. In accordance with paragraphs 9 and 10 above concerning NHS service, the Retainee will be entitled to paid sick leave pay in any 12 month period in accordance with the following scale:

- During the first year of NHS service – one month’s full pay, and (after completing four months’ service) two months’ half pay
- During the second year of NHS service – two months’ full pay and two months’ half pay.
- During the third year of NHS service – four months’ full pay and four months’ half pay.
- During the fourth and fifth years of NHS service – five months’ full pay and five months’ half pay.
- After completing five years of NHS service – six months’ full pay and six months’ half pay.

54. Paid sick leave pay will incorporate any entitlement to SSP.

55. The Practice has the discretion to extend the application of the above scale in an exceptional circumstance. Special consideration will be given to cases of a serious nature, where an extension of
the sick leave provisions would materially assist a recovery of health by relieving anxiety.

**Special leave**

56. The Retainee will be entitled to the paid special leave for the following reasons where the absence will be during the Sessions of Work: absence following contact with a case of notifiable disease; attendance at court as a witness; training with the reserve and cadet forces; attendance as a witness at appeal hearings; attendance at meetings of community health councils or equivalent.

**Special leave for domestic, personal and family reasons**

57. In each year of employment, the Retainee will be entitled to five days paid special leave (pro rata) which can be used for unexpected domestic situations such as bereavement, illness of a dependent or close relative, breakdown in care arrangements of a dependent or to deal with an incident related to a dependent requiring your attention. This is in addition to the statutory entitlement to reasonable unpaid time off to care for dependants in specified circumstances. Unused paid special leave may not be carried over to the following year.

**Maternity/paternity/adoption/parental leave**

58. Subject to the “Continuity of Service” provisions at paragraphs 8 to 10 in this contract, the provisions contained in the Whitley Council Handbook on maternity, paternity, adoption and parental leave pay will apply. In the absence of any provisions in the Whitley Council handbook, statutory rights will apply.

**Superannuation**

59. The Retainee may apply to join the NHS pension scheme.

**Professional registration and medical indemnity**

60. At all times during the employment the Retainee must have full registration with the General Medical Council to be provided at the Retainee’s own expense.
61. The Retainee must have indemnity cover with a recognised medical defence organisation commensurate with their professional duties. The Practice will reimburse the Retainee for the difference between the fixed annual amount paid to the Retainee for their professional expenses (see paragraph 26) and the cost of this membership, where applicable.

62. On request by the Practice, the Retainee must provide the Practice with written confirmation of their GMC registration and indemnity cover.

**Convictions/offences**

63. This employment is exempt from the provisions of the Rehabilitation of Offenders Act 1974. Therefore, the Retainee is not entitled to withhold information requested by the Practice about any previous convictions the Retainee may have, even if in other circumstances these would be regarded as ‘spent’ under the Act. Before commencing employment, the Retainee must provide the Practice with information about any previous convictions (excluding minor traffic offences). During the period of this employment the Retainee must also immediately disclose to the Practice if they are subject to any criminal or traffic investigations, charges or convictions (excluding minor traffic offences). Failing to provide the required information under this paragraph is gross misconduct and may result in the Retainee’s dismissal.

**Use of practice facilities**

64. The Practice will provide the Retainee with the use of the following equipment in good working order at the surgery premises:

   (a) medical and other equipment, apparatus, instruments and implements customarily used in the exercise of the profession of medicine;

   (b) furniture and things incidental to the exercise of medicine to the profession; and

   (c) appropriate drugs for use for the purpose of home visits.
65. In order to carry out the duties as set out in section E, the Practice will provide the Retainee with access to the following services at the surgery premises:
   (a) the services of such staff as are usual in the administration of medical practice;
   (b) such material as drugs and supplies that are customarily used in the profession of medicine; and
   (c) the services of medical support staff when they are on duty at the surgery premises.

66. The Retainee will utilise the facilities in a reasonable and proper manner commensurate with their duties under this contract.

67. The facilities will be available to the Retainee during normal surgery hours, except on dates agreed by the Practice to be holidays. The Retainee will also have reasonable access to the surgery premises for the emergency treatment of patients.

Prohibited acts

68. The Retainee must not:
   (a) Hold themself out to be in partnership with the partners of the Practice;
   (b) Pledge the credit of the partners of the Practice;
   (c) Do anything that would bring the reputation of the Practice into disrepute, or otherwise cause any loss, damage or other expense to the Practice.

Transport

69. If the Retainee is required to have or use a motorcar in the course of the employment the Retainee must:
   (a) have a current full driving licence;
   (b) comply with the legal requirements of having motor vehicle insurance; and
   (c) if requested by the Practice, shall prove a copy of the current certificate of insurance and MOT certificate.
Note: The Retainee must notify his/her insurance company that they intend using their motor vehicle for business purposes; otherwise the insurance cover may be inadequate.

70. The Retainee must produce confirmation that the above requirements have been met as requested to do so by the Practice, where upon the Practice will reimburse the Retainee for that portion of insurance related to business use.

**Disciplinary, dismissal and grievance procedures**

71. The Practice's disciplinary, dismissal and grievance procedures will apply. The procedures can be obtained from the practice manager. The Retainee is entitled to be accompanied to a disciplinary or grievance hearing by a BMA official, or fellow worker, or representative of their choice.

**Investigation of complaints**

72. The Retainee must reasonably co-operate in the investigation of any complaints made against the Practice during the employment. This obligation continues following termination of employment. The Retainee will be given full access to relevant manual and computerised records in order to co-operate with the investigation of complaints and the Practice will fully involve the Retainee in the investigation of any complaint that relates to or involves the Retainee.

**Notice**

73. Subject to paragraph 77 below, three months written notice is required by either party to terminate the employment. This does not prevent either party terminating employment immediately without notice where entitled to do so by law.

74. The Retainee may agree in writing with the Practice to waive or vary notice of termination or to accept a payment in lieu of notice.
75. On termination of the employment the Retainee must return all property belonging to the Practice, including all papers, documents, tapes, discs, keys, computers etc. The Practice will provide the Retainee with an undertaking to sign to confirm that all such property has been returned.

76. The employment will be subject to termination by the Practice without notice if:
   (a) the Retainee’s name is removed from the medical register (except under section 30(5) of the Medical Act);
   (b) the Retainee’s name has been mandatorily removed from a PCO’s Performers List.

Redundancy compensation
77. In the event that the Retainee is made redundant, the Retainee will be entitled to contractual redundancy pay calculated in accordance with Section 45 of the Whitley Council Handbook.

78. ‘Reckonable service’ in Section 45 of the Whitley Council Handbook will be interpreted to include:
   (a) the Retainee’s current service with the Practice; and
   (b) the Retainee’s previous continuous service calculated in accordance with the “Continuity of Service” paragraphs 8 to 10 in this contract.

Mediation
79. In the event of a dispute between the Retainee and the Practice, both parties may agree to refer the matter to a mediator for mediation.

Collective agreements
80. No collective agreements directly affect the Retainee’s terms and conditions of employment.
Definitions
‘FTE’ means full-time equivalent, which is 37.5 hours

‘Whitley Council Handbook’ means the Whitley Councils for the Health Services (Britain) General Councils Conditions of Service of Employees within the purview of the Whitley Councils for the Health Services (Great Britain)

Signatories to this contract:

Signed
For the Practice
Date

Signed
By the Retainee
Date

Section A: Employment conditions

Name of Practice:

Name of Retainee:

Date of commencement of this employment (paragraph 5 of the main contract):

Commencement date of continuous service for the purposes of contractual maternity, adoptive and paternity pay, sick pay and redundancy pay (paragraph 9 of the main contract):

Place of work (paragraph 11):

Length of sessions (paragraph 12):
Under the Retainer Scheme the maximum length of a session is to be not greater than 3.5 hours.

Annual salary (paragraph 22):

Retention of fees (paragraph 35) - The Employee may retain the following fees:

Section B: Induction

The Retainees induction period will include the following matters:

- knowledge of how to use the computer system within the practice so that consultations, prescribing, templates, protocols, mentor, British National Formulary (BNF), word processing and internal message systems etc can be accessed and utilised
- practice systems for chronic disease management: adding to disease registers, familiarity with recall systems, targets, and team roles in their management
- practice procedures for incorporating new disease headings into records (paper or electronic)
- practice procedure for summarising notes
- familiarity with data retrieval where relevant
- knowledge of relevant statutory data protection requirements
- knowledge of practice repeats prescribing policy and use of practice formulary
- familiarity with NHS net where available
- familiarity with referral systems used by the practice, main providers and services available, familiarity with direct access booking where available
- familiarity with in-house services, e.g. phlebotomy, electrocardiogram (ECG) etc
- knowledge of any special services provided by the practice, eg drug dependence, physiotherapy, counselling, chiropody etc
- knowledge of PCO protocols
- knowledge of national service frameworks (NSFs)
- access to pathology links where available
- practice procedures for actioning results
• provided with relevant and necessary telephone contact numbers
• awareness of practice appointment systems and on-call arrangements
• awareness of internal practice management systems
• location of emergency drugs
• procedures for reporting significant events
• panic button location and protocol for reporting violent incidents
• meet other members of the primary health care team.

Note: The list is not exhaustive and is meant to be tailored to meet the retainer scheme GP's individual requirements.

Section C: Categories defined as NHS employment

1. NHS Employment is defined as the total periods of employment by a National Health Service Trust, Primary Care Trust, Strategic Health Authority or Special Health Authority, or any of its predecessors in title of those bodies or the equivalent bodies in Wales, Scotland and Northern Ireland, together with the total periods during which the practitioner provided or performed Primary Medical Services.

2. Notwithstanding clause 1 above, a break in service is disregarded as continuity of service (but not counted as a period of NHS Service) when it falls into one of the following categories:
   (a) employment under the terms of an honorary contract;
   (b) a period of up to 12 months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the specialty concerned;
   (c) a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months which may, exceptionally, be extended for a further 12 months at the discretion of the employer which recruits the employee on her return;
   (d) absence on an employment break scheme in accordance with the provisions of Section 6, part C of the Whitley Council Handbook;
(e) absence on maternity leave (paid or unpaid) while in NHS service.

Section D: Job plan
The job plan should reflect the BMA job planning guidance (see chapter 8 of the Salaried GP handbook for more details).

Section E: Duties
It is suggested that the Retainee and Practice discuss proposed duties and estimates of the time that would reasonably be taken to perform those duties. It is subject to at least an annual review and amendment by mutual agreement.