

## Model salaried GP contract for a GP employed by a Primary Care Organisation (PCO)

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This should be read in conjunction with the BMA Salaried GPs' Handbook.

The 'model' contract consists of a model offer letter and model terms and conditions. Together these provide the minimum terms and conditions of employment of 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 is the version set out in below as it applies to England**.

Wales, Scotland and Northern Ireland have made some variations to their model, 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.

The variations to the Welsh and Northern Ireland versions are shown below, along with recommendations for variation to the English model contract.

As the Scottish version is written in a different format, it is not replicated in this appendix. It is available on the BMA website, and members should contact the BMA for advice before using this. In particular salaried GPs working for, or intending to work for, a PCO in Scotland should note that the BMA recommends that the contract be checked to ensure that it contains a clear definition of NHS employment/service as per paragraph 1.7 of the standard model contract to ensure that previous service as a GP is taken into account when calculating entitlement to maternity pay, redundancy pay, sickness pay, etc.

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### Model offer letter

1. I am writing on behalf of [xx] PCO to confirm the offer to you of an appointment as a salaried General Practitioner (full-time/part-time) with effect from commencing date. As a part-time practitioner, you will be employed for [xx] sessions/hours [see below] each week.

#### England, Wales and Northern Ireland

The BMA recommends that a salaried GP's hours of work (rather than sessions) per week are referred to. If sessions are to be used then a session should be defined in hours and/or minutes.

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.

#### England

Insert:

'National Health Service (General Medical Services Supplementary List) Regulations 2001'

*However, the BMA recommends that the wording used by Wales below is used.*

#### Wales

Insert:

'National Health Service (Performers List) Regulations 2004'

#### Scotland

Insert:

'NHS (Primary Medical Services and Performers Lists) (Scotland) Regulations 2004'

### **Northern Ireland**

Insert:

'Health and Social Services (Primary Medical Services Performers Lists) Regulations (NI) 2004'

3. Your duties will be in accordance with the job plan agreed with the PCO 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 PCO 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. The LMC may have a seat on the Local Negotiating Committee (LNC) established by the BMA. The PCO has recognised the LNC and the terms and conditions of service applying to your post will only be amended in accordance with agreements made between the LNC and representatives of the PCO.

5. Your starting salary will be [£x] per annum paid monthly in arrears by credit transfer, normally on the last day of each month. Your salary will be [insert as set out below].

### **England and Northern Ireland**

Insert:

'increased to the maximum of the scale ([£x – see appendix A]) 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.'  
Wales

Insert:

'reviewed on an annual basis and an increase may be awarded on the basis of that review. The salary range will also be uplifted annually 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 [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 and Wales**

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 and Wales**

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 be covered by the NHS Indemnity Scheme for any claims of medical negligence arising out of your employment. However you are strongly advised to take out appropriate insurance or membership of a medical defence organisation to provide cover in other circumstances.

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

10. [See below] Unless the PCO 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 Northern Ireland**

*The BMA recommends that the following be inserted to replace the above paragraph 10:*

'The retirement age is the national default retirement age of 65 for this post, 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 or days in lieu with pay each year between [date] and [date].

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 PCO's occupational sick pay scheme.

**England, Wales and Northern Ireland**

*The BMA recommends that the following wording is used to replace the wording in paragraph 12, as otherwise the above wording is inconsistent with the model terms and conditions:*

'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 set out below] as set out in the Terms and Conditions of Service.

**Wales**

Insert:

'and reasonable expenses subject to the approval of the PCO 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 PCO's grievance procedure.

15. [See below] You will be subject to the PCO'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.'

Commented [JG1]: Check number.

16. The PCO accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials 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 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 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 primary care trusts 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 PCO and the employed doctor. An example of an offer letter is attached.

(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 Practitioner Committee's (GPC's) 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. The model terms may be used before 1 April 2004 subject to suitable amendment.

#### 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.*

### Model terms and conditions

#### 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.

**England and Wales**

At 1 insert:  
'1977'

At 2 insert:  
'National Health Service Act 1977'

**Northern Ireland**

At 1 insert:  
'1977'

At 2 insert:  
'Health and Personal Social Services (NI) Order 1977'

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 and Wales**

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)'

**Wales**

Insert:  
'National Health Service Medical and Dental Staff (Wales) Handbook (issued 1 December 2003)'

1.4 General Whitley Council Handbook means the [insert as set out below].

**England and Northern Ireland**

Insert:  
'Whitley Councils for Health Services (Great Britain) General Council Conditions of Service'

**Wales**

Insert:  
'Whitley Councils for Health Services (Great Britain) General Council Conditions of Service (see v above)'

*However, the BMA recommends that the wording as set out above for England and Scotland is used if the parties have no intention to incorporate parts of Agenda for Change into the contract. As noted under (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.*

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 as set out below] or any successor regulations which may from time to time be in force including comparable regulations applicable to the provision of personal medical services under the 1997 Act.

#### **England**

Insert:

'National Health Service (General Medical Services Supplementary List) Regulations 2001'  
*However, the wording set out below for Wales could also be used.*

#### **Wales**

Insert:

'National Health Service (Performers List) Regulations 2001'

#### **Northern Ireland**

Insert:

'Health and Social Services (Primary Medical Services Performers Lists) Regulations (NI) 2004'

1.7 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.

1.8 PCO Facilities means premises, accommodation, equipment and services provided by a PCO.

1.9 Practice means the practice of one or more general practitioners together with others as the case may be providing Primary Medical Services in the area of the PCO, together with a Practice providing Primary Medical Services operated by a PCO.

1.10 Primary Medical Services means medical services which are either provided as personal medical services pursuant to the provisions of the 1997 Act or general medical services provided pursuant to the provisions of the 1977 Act or any equivalent services provided by the PCO.

1.11 Regulations means Regulations and Directions from time to time in force pertaining to the provision of primary medical services.

#### **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 37.5 hours per working week, 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 PCO 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 practitioner's 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 their PCO 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 in the PCO area 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 PCO in providing such services in accordance with the 1977 Act.

8. The commitments set out in the Job Plan may be varied with the agreement of the practitioner and the PCO. The Job Plan will be subject to review each year and revisions may be proposed by either the PCO or the practitioner, who shall use their best endeavours to reach agreement on any revised Job Plan. Where agreement is not reached, and the PCO notifies the practitioner of its intention to amend the Job Plan, the practitioner may require the proposed amendment to be determined in accordance with the PCO's dispute resolution procedures.

### **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 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 of the Salaried GPs' Handbook 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 of the Salaried GPs' Handbook]

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 of the Salaried GPs' Handbook]

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 of the Salaried GPs' Handbook]

For the purposes of calculating contractual sick pay – [insert date when continuous NHS service began – see chapter 16, section 3.2 of the Salaried GPs' Handbook 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 of the Salaried GPs' Handbook 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 Directive**

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 nightworkers 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 PCO or on receipt by the practitioner remitted to the PCO. 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 PCO, 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 PCO facilities**

17. Where, in accordance with clause 14 the practitioner undertakes professional medical duties, private practice or other activities which involve the use of PCO 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 NHS 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 PCO or on receipt by the practitioner remitted to the PCO.

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 (if employed to work in a Practice) including those relating to clinical governance issues or in PCO meetings. 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 PCO. The practitioner is also required to participate in and operate clinical governance methods and systems approved by the PCO, eg medical audit or quality assurance initiatives. The PCO and Practice undertake 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, where the practitioner is employed to work in a Practice(s) the PCO will use its best endeavours to ensure that the Practice(s) shall 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 sub-clauses 21(i) and 21(ii) above having been identified by the Practice(s) to the practitioner on the [day] of [month 200x].

22. Subject to the terms of this Agreement the PCO will endeavour to ensure that the Practice(s) shall also 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 provider of Primary Medical Services use at the said surgery premises any equipment or services of the nature referred to in

sub-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 facilities in a proper manner and only upon and subject to the terms of this Agreement and shall indemnify the PCO against all costs of any repair or replacement of equipment occasioned by any negligent act and/or omission by the practitioner.

25. The PCO 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 PCO.

26. The PCO 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)**

##### **London zone and extra-territorially managed units**

28. A practitioner whose place of work is within the boundaries of the PCO designated by 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 the 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 is set out in Appendix A for their post. GPs salaried to the PCO will not receive separate seniority payments but these will be reflected in their overall salary.

34. PCOs shall have discretion to fix the practitioner's salary for the first year of his 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 general medical services (GMS) or personal medical services (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. The practitioner is also required to provide written proof and evidence of such registration. The practitioner, as an employee of the PCO, will be identified through the Crown Indemnity Scheme. Any work carried out other than for the PCO will require membership of a medical defence organisation which will be paid for at the practitioner's expense.

#### **Termination of employment**

36. This Agreement shall be subject to termination forthwith by the PCO (in line with PCO employment procedures) if the practitioner:

- (i) has his/her name removed from the Medical Register (except under section 30(5) of the Medical Act 1983);
- (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));

#### **England and Northern Ireland**

Insert:

'suspended from the Medical Register (except under section 30(5) of the Medical Act 1983'

#### **Wales**

Insert:

'removed from the Medical Register (except under section 30(5) of the Medical Act 1983'

- (iii) has his/her name removed or suspended 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 PCO may have waived or otherwise failed to exercise its rights to termination under this clause; or
- (v) is guilty of illegal substance abuse or habitual insobriety [insert as set out below].

#### **Wales**

Insert:

'despite reasonable efforts to support and rehabilitate'

In considering the conduct of the practitioner with regard to the provisions of clause 36(iv) the PCO 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) a PCO 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. The relevant Hospital Conditions of Service shall apply [insert as set out below].

##### **England and Northern Ireland**

Insert:

'subject to the disciplinary procedures of the Practice as they apply to medical staff or other employees.'

##### **Wales**

Insert:

'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.

#### **Part-time staff**

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 entitlement 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 their PCO 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 PCO 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 NHS 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 PCO 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 PCO.

#### **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 study leave will be granted for postgraduate or continuing professional development (CPD) purposes approved by the PCO, 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) where a practitioner is employed by more than one PCO, the leave and the purpose for which it is required must be approved by all the PCOs concerned;
- (ii) where leave with pay is granted, the practitioner must not undertake any remunerative work without the special permission of the leave-granting PCO.

## **Special leave**

### **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: 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.

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 of the GWC Handbook.

## **Local Medical Committees**

55. The LMC voluntary levy shall be paid by the PCO and the method of payment will be agreed between the PCO and the practitioner.

## **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**

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)222 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.

## **Appendix A**

### **Salary range**

The salary range for a full-time salaried GP is £53,781 to £81,158 for 2010-11 (pro-rata for those working less than full time).