

Model Contract of Employment for a GP Retention Scheme

Parties and Appointment

1. This contract is dated the ____ day of _____ 20__.

Between

The Practice

_____ *(Insert name of Practice)*

and

Dr _____

Contract of Employment

2. This contract sets out the terms and conditions of your employment and includes the particulars of your employment, which are required to be given to you under the Employment Rights Act 1996.
3. You are employed by the Practice as a General Practitioner under the NHS's GP Retention Scheme. Accordingly, you are also required to comply with any applicable conditions of the GP Retention Scheme, as set out in the Guidance to the Scheme and the Statement of Fees and Entitlements governing the Retention Scheme.
4. You are required to comply with the Practice's written rules and procedures and any amendments, which will be notified to you in writing.

Duration of Contract

5. Employment will commence on the date in Appendix A and will be for a maximum term of:
 - a. five years, subject to an annual review and renewal process to ensure that you remain eligible to participate in the scheme, further details of which are provided below.
 - b. Any extension to the Scheme under exceptional circumstances as determined by Health Education England Retained GP (HEE RGP) Scheme lead and subject to the agreement of NHS England's DCO or nominated deputy.

This clause is subject to the terms of notice in the "Notice" provisions below.

Induction Period

6. On commencement of employment and after any significant break you will be given an appropriate induction, which will include the matters in Appendix B. This is outwith your CPD entitlement.

Registration

7. At all times during the period of employment you must be:
 - a. a fully registered medical practitioner; and
 - b. registered on the Primary Medical Service Performers List (previously the National Health Services Supplementary List, General Medical Services List and Personal Medical Services List) in accordance with the National Health Service (Performers Lists) (England) Regulations 2013.

Continuity of Service

8. Your service continues to accrue during periods of paid and unpaid leave.
9. When assessing your entitlement to annual, sick, special, maternity, paternity, shared parental, adoptive and parental leave, your 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 Appendix C. For the purposes of this clause, the commencement date of your continuous service is contained in Appendix 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. General Practitioner Registrar (“GPR”)
 - d. Those additional categories defined as NHS employment in the model terms and conditions of service for a salaried GP and set out in Appendix C.

Location of Work

11. Your place or places of work are specified in Appendix A of this contract and may be changed by mutual written agreement.

Sessions of Work

12. Under the terms of the Scheme the minimum number of sessions that may be worked per week is 1 session, and the maximum of sessions is 4 sessions per week, up to a maximum of 208 sessions per year (to include annual leave, statutory holidays and continuing professional development time). The number of sessions can be annualised with the expectation that you work for a minimum of 30 weeks out of the 52. If there is a substantial variation in the number of sessions per week, the prior agreement of the HEE RGP Scheme Lead is required. The definition of full time and the length of a session is contained in Appendix A.
13. Your sessions of work will be agreed between you and the Practice and approved by the HEE RGP Scheme Lead at least once a year and will be contained in a job plan (“sessions of work”). Your current job plan is attached as Appendix D of this contract. The job plan may be amended in accordance with clause 12 above by mutual agreement with the HEE RGP Scheme Lead and the Practice and neither party will unreasonably withhold such agreement.
14. You will be required to undergo an Annual Review with the HEE RGP Scheme Lead or their nominated deputy to ensure that you remain eligible to participate in the Retention Scheme, to discuss any adjustments required, and possible future personal development plans. You must submit the annual renewal form to the HEE RGP Scheme Lead at least one month before your joining anniversary each year.
15. You may work a number of additional sessions in non-primary medical services outside the practice with the prior approval the HEE RGP Scheme Lead, for instance as a clinical assistant, medical director or GP Tutor. Work as a locum is specifically excluded and not permissible under the terms of the GP Retention Scheme, unless a change of place of work (practice) is expected to occur (e.g. due to redundancy, or resignation), or you are in the final 12 months of your scheme. Then limited locum work (26 sessions / 6 months) is allowed. Outside work must not conflict with your employment obligations to the Practice.

Contractual Duties

16. Your duties include:
 - a. those contained in Appendix D;
 - b. providing general medical services to patients;
 - c. such other duties as reasonably delegated to you by the Practice that is required of the Practice in providing services under the GMS Regulations and the PMS Regulations.
17. The duties contained in Appendix D may be changed by written agreement between you and the Practice, which agreement will not be unreasonably

withheld. The duties and job plan will be reviewed at 8-12 weeks after initial appointment or if circumstances require a change during the scheme and at least annually at your review to give both you and the Practice an opportunity to propose changes.

Records

18. You are 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

19. You must strictly adhere to the applicable GMC Guidance on patient confidentiality.
20. You 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 your duties or as required by law.
21. 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.
22. The duty of confidentiality continues in perpetuity but does not apply to any confidential information or other information which (otherwise than through your default) becomes available to, or within the knowledge of, the public, nor does it apply to information disclosed for the purposes of making a protected disclosure within the meaning of Part V of the Employment Rights Act 1996 and the Public Interest Disclosure Act 1998.

Salary and Allowances

23. Your annual salary is contained in Appendix A. Your salary, together with any other additional payments that might be owing to you, will be paid monthly in arrears by credit transfer, on or before the last day of the month.
24. In setting your 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 your salary will not be below.
 - b. equivalent service;
 - c. special experience or qualifications;

- d. service in HM 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.

Your 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.

- 25. You will be reimbursed for travelling, private vehicle use and telephone expenses in accordance with the Whitley Council Handbook.

Local Medical Committee Levy

- 26. The Practice will pay any levies for your representation by the Local Medical Committee ("LMC").

Professional Expenses Supplement

- 27. Under the GP Retention Scheme, you are entitled to an annual professional expenses supplement of £1000/session worked as RGP. The whole of the professional expenses supplement payment is passed on to you by the Practice to go towards the cost of indemnity cover, professional expenses and CPD needs. The sum is subject to deductions for tax and NIC's. The professional expenses supplement is paid as a lump sum upon commencement of employment and on an annual basis thereafter, while you remain a member of the GP Retention Scheme following successful annual review.

Retention of fees

- 28. You may only charge fees for the services you provide arising out of your duties as set out in the:
 - a. the GMS regulations; or
 - b. equivalent provisions contained within the National Health Service (Personal Medical Services Agreements) Regulations 2015 or National Health Service (Primary Care) Act 1997.
- 29. You may not charge fees for issuing certificates listed in Schedule 2 of the GMS regulations.
- 30. You must provide the following certificates free of charge, where they are for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews:

certificates for patients claiming for income support, sickness and disability benefits, including incapacity, statutory sick pay, disability living allowance and attendance allowance.

31. If you receive fees by virtue of your position in the Practice, and for work done during contracted hours, you will pay such fees to the Practice, except as contained in Appendix A or as otherwise agreed in writing with the Practice.
32. Subject to any other legal requirements that may apply, you may keep any specific or pecuniary legacy or gift of a specific chattel made to you as your personal property. You will be responsible for bringing gifts made to you by patients or their relatives to the attention of the Practice for the purposes of inclusion in the Practice register of gifts.

Continuing Professional Development and Education

33. You will have a nominated educational supervisor within the Practice who will be responsible for your educational and clinical development and who will provide you with protected support and development time (fortnightly or monthly as agreed with you). A minimum of 2 hours a month would be recommended (additional to CPD entitlement).
34. Under the GP Retention Scheme, you are entitled to the pro rata full time equivalent of CPD as set out within the salaried model contract. Regardless of the number of sessions you work each year.
35. You will be entitled to the pro rata FTE of one protected session per week for Continuing Professional Development (“CPD”). Your CPD is inclusive of the minimum number of 8 sessions of CPD per year.
36. Sessions for Continuing Professional Development (“CPD”) are included in and not in addition to your contracted sessional time.
37. The sessions of work reserved for CPD will be identified in your job plan.
38. The time allowed for CPD can be used flexibly, for example accrued when undertaking courses, but also to address the individual GPs learning needs and styles.
39. Your CPD should be used in accordance to your educational needs as identified by your NHS appraisal and personal development plan (“PDP”), The CPD protected time may be relevant to the practice and the wider NHS, provided it is in accordance with your PDP which will be agreed annually with the HEE RGP Scheme Lead and your educational supervisor.

Appraisal/Revalidation

40. You are required to engage with NHS appraisal and revalidation.

41. If it is not possible to hold the appraisal interview during normal working hours, then the interview may take place outside normal working hours, provided that there is agreement regarding appropriate reimbursement or time off in lieu (this is outwith your CPD entitlement).

Clinical Governance

42. You will be required to be involved with clinical governance issues within the Practice. These duties will be carried out during your sessions of work.
43. The Practice will ensure that provision and access to copies of all local PCO policies and procedures, notices of local educational meetings and professional compendia via NHS intranet or PCO mailing lists with access to NHS.net address is facilitated.

Publications, Lectures etc

44. You do not require the consent of the Practice to publish books and articles etc, deliver lectures and speak, including on matters arising out of your NHS service, provided:
- a. you do not purport to represent the Practice or any of the partners' views; and
 - b. the work is not undertaken during your sessions of work.

If you wish to do any work of this nature during your sessions of work, you must obtain the prior written consent of the Practice.

45. If you give 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 your sessions of work; or
 - b. you, if the lecture is given outside of your sessions of work, or during study or annual leave.

Personal In-Practice Appraisal

46. You will have a personal appraisal with your supervisor, at least annually and which will take place during your sessions of work which is outwith your CPD entitlement. This will be an opportunity to review and discuss your job plan and other employment matters if you so wish. It is at this meeting that the End of Placement Plan for the GP Retention Scheme is reviewed. The personal appraisal is independent of the "NHS Appraisal/Revalidation" referred to above.

Annual review of RGPs and their placements

47. You will be required to undergo an annual review with the HEE/RGP Scheme Lead. This will allow careful consideration as to your needs and whether they are being met by the practice, requirements for future months and whether you are suitable to remain on the scheme.

Practice meetings

48. You are entitled to attend and participate in regular practice meetings relating to education and clinical governance. You may be invited to attend meetings on practice business matters. You will be given reasonable notice of such meetings. If you attend such a meeting outside of your sessions of work, you may elect to be remunerated on a sessional basis, or to take time off in lieu.

Annual Leave

49. Your annual leave year runs from your first day of employment.
50. You are entitled to the following paid leave:
 - a. six weeks' annual leave pro rata;
 - b. the pro-rata FTE of 10 days (which includes NHS days and statutory bank holidays).
51. The paid leave must be taken within the leave year that it falls due unless agreed otherwise in writing with the Practice or in circumstances where the law allows leave to be carried forward, in which case any such carried over leave must be taken within eighteen months of the end of the relevant leave year, otherwise it will be lost.
52. It is the intention under the GP Retention Scheme that you should be able to take leave entitlement at times that are suitable for your personal circumstances and with reference to sessions worked as outlined in clause 12 of the contract, the requirements of which are in line with Practice policy and procedure, and agreement for which will not be unreasonably withheld.
53. 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

54. If you are absent from work without notice (e.g. because of sickness), you should telephone the Practice Manager as soon as possible on the first day of such absence to explain the nature of your illness, how long you will likely be absent for and your anticipated return date.

55. If an absence due to sickness continues for more than three calendar days, you must submit a self-certification form (which will be provided to you by the Practice Manager) to the Practice Manager before the end of the seventh day.
56. If an absence due to sickness continues for more than one week, you must submit a doctor's certificate.
57. If you fail to provide the appropriate sickness documentation, the Practice may withhold your sick pay.
58. If, while on annual leave you are ill, such that you would be unfit for work, you can choose to treat the period of incapacity as sick leave and reclaim the annual leave. The usual requirements for notification and certification as outlined above will apply to any sick leave taken in these circumstances.
59. Notify the HEE/RGP Scheme Lead of any long periods of absence (over four weeks), e.g. maternity leave or long-term sick leave.

Statutory Sick Pay (SSP)

60. If you are entitled to SSP, it will be paid to you by the Practice at the appropriate rate for the agreed qualifying days, being days on which you would normally work.
61. Information on SSP is available from the Practice Manager and on gov.uk.

Practice Sick Pay

62. In accordance with clause 9 you will be entitled to paid sick leave in any 12 month period in accordance with the following scale:

During the first year of NHS service:	1 month's full pay, and (after completing 4 months' service) 2 months' half pay.
During the second year of NHS service:	2 months' full pay and 2 months' half pay.
During the third year of NHS service:	4 months' full pay and 4 months' half pay.
During the fourth and fifth years of NHS service:	5 months' full pay and 5 months' half pay.
After completing five years of NHS service:	6 months' full pay and 6 months' half pay.

63. Practice Sick Pay will incorporate any entitlement to SSP.
64. 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

65. You will be entitled to the paid special leave referred to in section 3(2) of the Whitley Council Handbook, in circumstances where your absence arises as a result of your duties in the course of your employment or your absence will be during your sessions of work.

Special leave for Domestic, Personal and Family Reasons

66. In each year of employment, you 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 your 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/Shared Parental Leave

67. Subject to the "Continuity of Service" provisions in this contract, the provisions contained in the Whitley Council Handbook on maternity, paternity, shared parental, adoption and parental leave will apply. In the absence of any provisions in the Whitley Council handbook, statutory rights will apply. Alternatively, the practice scheme will apply if more beneficial to you.

Superannuation

68. You will be enrolled into the NHS pension scheme in accordance with legal requirements and subject to the terms of the scheme.

Professional Registration and Medical Indemnity

69. At all times during your employment you must be:
 - a. Fully registered with the General Medical Council to be provided at your own expense; and
 - b. A member of a recognised medical defence organisation that is adequate and appropriate with your professional duties at the level required by NHS England.
 - c. Registered on the National Medical Performers List.

70. You must provide the Practice with written confirmation of your registration and membership.

Convictions/offences

71. This employment is exempt from the provisions of the Rehabilitation of Offenders Act 1974. Therefore, you are not entitled to withhold information requested by the Practice about any previous convictions you may have, even if in other circumstances these would be regarded as 'spent' under the Act. Before commencing employment, you must provide the Practice with information about any previous convictions (excluding minor traffic offences) you may have. During the period of your employment you must also immediately disclose to the Practice if you are subject to any criminal or traffic investigations, charges or convictions (excluding minor traffic offences). Failing to provide the required information under this clause is gross misconduct and may result in your dismissal. For the avoidance of doubt, the provisions of this clause will not apply to any protected cautions or protected convictions within the meaning of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013.

Use of Practice facilities

72. The Practice will provide you 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.
73. In order to carry out your duties, the Practice will provide you 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.
74. You will utilise the facilities in a reasonable and proper manner commensurate with your duties under this contract.

75. The facilities will be available to you during normal surgery hours, except on dates agreed by the Partners to be holidays. You will also have reasonable access to the surgery premises for the emergency treatment of patients.

Prohibited Acts

76. You must not:
- a. Hold yourself out to be in partnership with the partners of the Practice;
 - b. Pledge the credit of the partners;
 - c. Do anything that would bring the reputation of the Practice into disrepute.

Transport

77. If you are required to have or use a motorcar in the course of your employment you must:

- a. Have a current driving licence; and
- b. Comply with the legal requirements to have motor vehicle insurance.

Note: You must notify your insurance company that you intend using your motor vehicle for business purposes and must ensure that your insurance cover is therefore adequate.

78. You must produce confirmation that you have met the above requirements as requested to do so by the Practice, where upon the Practice will reimburse you for that portion of insurance related to business use.

Disciplinary and Grievance Procedures

79. The Practice's disciplinary and grievance procedures will apply. The procedures can be obtained from the Practice Manager. You are entitled to be accompanied to a disciplinary or grievance hearing by a BMA official, if you are a BMA member, or another representative of your choice, e.g. LMC professional support or a fellow worker.

Investigation of Complaints

80. You must reasonably co-operate in the investigation of any complaints during your employment. This obligation continues following termination of employment. You 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 you in the investigation of any complaint that relates to or involves you.

Notice

81. Your employment under this contract will terminate upon the expiry of the five-year term referred to at clause 5 above without the need for notice, unless previously terminated by either party giving to the other not less than three months' written notice. This does not prevent either party terminating employment immediately without notice where entitled to do so by law.
82. You may agree in writing with the Practice to waive or vary notice of termination or to accept a payment in lieu of notice.
83. On termination of your employment you must return all property belonging to the Practice, including all papers, documents, tapes, discs, keys, computers etc. The Practice will provide you with an undertaking to sign to confirm that all such property has been returned.
84. Without prejudice to clause 76 above, your employment will be subject to termination by the Practice without notice if:
- a. your name is removed from the medical register (except under section 30(5) of the Medical Act);
 - b. your name has been mandatorily removed from the National (Medical) Performers List.

Redundancy Compensation

85. Subject to the following clause, in the event you are made redundant, you will be entitled to redundancy compensation calculated in accordance with Section 45 of the Whitley Council Handbook (Appendix E), save where these provisions are no longer compliant with age discrimination legislation.
86. "Reckonable service" in Section 45 of the Whitley Council Handbook will include:
- a. Your current service with the Practice; and
 - b. Your previous continuous service calculated in accordance with the "Continuity of Service" clauses 8 and 9 in this contract, up to the maximum number of years as contained in Appendix A.

Mediation

87. In the event of a dispute between you and the Practice, both parties may agree to refer the matter to a mediator for mediation.

Definitions

FTE	Full-time equivalent, which is 37.5 hours
GMS Regulations	National Health Service (General Medical Services Contracts) Regulations 2015 (or its successor)
PS Regulations	National Health Service (Pharmaceutical Services and Local Pharmaceutical Services) Regulations 2013 (or its successor)
Performers List Regulations	National Health Service (Performers Lists) (England) Regulations 2013 (or its successor)
Whitley Council Handbook	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
For the Employee
Date

APPENDIX A

Name of Practice:

Name of Employee:

Date of commencement of this Employment (cl 5):

Commencement date of Continuous Service (cl 9):

Place of work (cl 11):

.....

.....

Number of sessions (cl 12):

Under the GP Retention Scheme a session is defined as being 4 hours and 10 minutes. Full time is defined as 37.5 hours/9 notional sessions per week.

Under the GP Retention Scheme Continuing Professional Development (CPD) time is subject to a minimum of eight protective sessions. CPD time should be used according to the educational needs of the retained GP, as specified by their NHS appraisal and personal development plan (PDP).

Annual salary (cl 23):

Annual professional expenses supplement:
.....

Retention of fees (cl 31) - The Employee may retain the following fees:

.....

.....

Maximum previous continuous service included in the redundancy compensation calculation [cl 86(b)]:

APPENDIX B

Induction Period (clause 6)

Your induction period will include the following matters, but should also take into account your specific needs and should be devised in discussion with you:

- The computer system within the practice so that consultations, prescribing, templates, protocols, care plans, mentor, 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 and protocols and where to access these.
- Knowledge of local and practice prescribing policies.
- Familiarity with collaborative working arrangements, local referral pathways used by the practice, main providers and services available.
- Familiarity with in-house services, e.g. Phlebotomy, ECG etc.
- Knowledge of any special services provided by the practice, e.g. drug dependence, counselling, MSK chiropody etc.
- Provided with relevant and necessary telephone contact numbers.
- Awareness of practice appointment systems, extended access and on-call arrangements.
- Location of emergency drugs, oxygen and on-call bag.
- Procedures for reporting significant events.
- Panic button location and protocol for reporting violent incidents.

[The list is not exhaustive and is meant to be tailored to meet the Retention Scheme GP's individual requirements]

APPENDIX C

1 Model terms and conditions for salaried GPs employed by both GMS practices and PCOs were published in April 2003 as part of the supporting documentation to the new GMS contract. In accordance with clause 10 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 does not break continuity of service (but is 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 his/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.
- (f) Employment as a locum with a general practitioner for a period not exceeding 12 months.

APPENDIX D

1. What will your normal work pattern be? Please use the job plan below. Example job plans are provided within annex 2 of the GP Retention Scheme guidance.

How many weekly sessions will the post comprise of (1-4):							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Practice site (should normally only be one)							
Start time							
Finish time							
AM surgery: Number of appointments, time of first and last appointment							
PM surgery: Number of appointments, time of first and last appointment							
Visit(s)							
Time for admin							
Meetings – title, start and finish times							
Mentoring time slot							
Hours worked this day							
Comments: Ad hoc adjustments							

to allow for non weekly meetings or time in lieu for late finishes/extended hours							
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ON CALL DUTIES - using contracted time as RGP in the practice (if applicable)	
Start and finish time, day of week	
Frequency (number per year)	
If extends normal day length, arrangements for time in lieu	

<p>1. Other clinical and non-clinical work</p> <p>Please give details if applicable, to include number of hours per week. Please see GP Retention Scheme guidance for examples or work that can be undertaken.</p>

APPENDIX E

Section 45 of the Whitley Council Handbook

ARRANGEMENTS FOR REDUNDANCY PAYMENTS

SCOPE

1. These arrangements apply to employees who, having been employed for the minimum qualifying period of reckonable service (as defined in paragraph 3.2) 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 (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 "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) or 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 $\frac{7}{365}$ ths 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 of 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;

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 or 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. Redundant employees who are entitled to an enhancement of their superannuation benefits on ceasing to be employed will, if the enhancement of service is less than 10 years, be entitled to receive redundancy payments. Where the enhancement of service does not exceed 6 2/3 years they will be paid in full; where the enhancement of service exceeds 6 2/3 years they will be reduced by 30% in respect of each year of enhanced service over 6 2/3 years with pro rata reduction for part years. 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.

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 purposes 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 purposes 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 fails 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.