

**Model Contract of Employment for an International GP Recruitment Programme Employee**

**Parties and Appointment**

1. This contract is dated the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Contract end date (if applicable): the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Between

The Employing Organisation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Insert name of Employing Organisation)*

and

Dr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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. This contract of employment should be read in conjunction with the International GP Recruitment (IGPR) Programme Agreement which you entered into on or around the same date at this agreement.
2. You are employed by the Employing Organisation as a General Practitioner under the NHS International GP Recruitment Programme. Accordingly, you are also required to comply with any applicable conditions of the International GP Recruitment Programme, as set out in the International GP Recruitment Programme Agreement.
3. You are required to comply with the Employing Organisation’s written rules and procedures, as outlined in Appendix B, and any amendments, which will be notified to you in writing.
4. This is a fixed term contract.

This contract shall commence on the date specified in Appendix A and shall continue, subject to the remaining terms of this agreement, until it terminates three years from its commencement on the date specified in Appendix A without the need for notice unless previously terminated by either party giving the other not notice in accordance with the provisions below.

This clause is subject to the terms of notice in the “Preparatory Phase”, “Induction and Refresher (I&R) Scheme Period” and “Notice” provisions below.

1. The Employing Organisation agrees to nominate a clinical colleague to act as a clinical supervisor, who will provide one to one support in protected time and be responsible for your educational and clinical development from the beginning of the preparatory phase, through the Induction and Refresher (“I&R”) assessments and to the end of the I&R scheme period. The Clinical Supervisor will work in conjunction with the Educational Supervisor, and on occasion an individual may act in both roles, and will ensure that all training is documented correctly in the 14Fish portfolio.
2. Health Education England agrees to nominate an appropriately trained Educational Supervisor, who is on the GMC approved trainers list, to be responsible for the overall supervision and management of your educational progress until the end of your I&R scheme period.
3. On commencement of employment and after any significant break you will be given appropriate induction, which will include the matters in Appendix C. This is in addition to your CPD entitlement. A significant break would usually be considered as a break of six months or more. For breaks of less than six months an induction may still be deemed necessary by an appropriate return to work risk assessment.

**Preparatory Phase**

1. This covers the period of employment from the date of commencement of your employment with the Employing Organisation until you successfully complete the Induction and Refresher assessments.
2. During the preparatory phase you agree not to enter any other paid or voluntary employment or engagement without prior agreement in writing from your Employing Organisation.
3. For the preparatory phase, until you complete the I&R assessments, the Employing Organisation agrees to pay you an International GP Programme salary of £3,000 per month. This is the net figure. Those working in London will be paid an additional weighting.

1. The preparatory phase is to be completed within the Employing Organisation or another wider NHS placement. A wider NHS placement that meets the learning needs of the participant could be accommodated via a secondment arrangement. The preparatory phase will comprise of undertaking shadowing, training and other exercises required to produce familiarisation with the processes, procedures and approaches relating to primary care and other interlinking NHS and non NHS organisations, ensuring you are sufficiently prepared to undertake the I&R assessments and commence the I&R scheme period.
2. Where the Employing Organisation is not an individual practice, the Employing Organisation agree that you will not work in isolation or across multiple sites for the duration of the Preparatory Phase. Where the Employing Organisation has multiple sites, you will be based at one primary practice and working across sites will only be allowable as part of the agreed training and development programme with you. At all times on-site senior clinical support will be available to you.
3. The anticipated length of the preparatory phase is agreed between you, your Clinical Supervisor and your Educational Supervisor, as specified in Appendix A.
4. For the completion of the preparatory phase and progression to I&R scheme phase, you must be able to evidence completion of the required preparatory work and successfully undertaking the I&R assessments, which include two ‘multiple-choice questions’ (MCQ) exams and if appropriate the ‘simulated surgery’. These assessments must be undertaken in accordance with Health Education England guidelines.
5. During the preparatory phase, if you wish to cease employment with the Employing Organisation and withdraw from the International GP Recruitment Programme you should discuss this firstly with your Clinical Supervisor and/or Educational Supervisor. Your notice period with your employing organisation is negotiable but should be no longer than 1 month. You may be subject to repayment of relocation and training funds as detailed in the IGPR Programme Agreement.

1. During the preparatory phase a standard notice period of 1 month is required if the Employing Organisation wishes to terminate the contract of employment with you.

**Induction and Refresher scheme period**

1. The I&R scheme period covers the period following successful completion of the I&R assessments, when you gain entry to the National Medical Performers list with conditions until any conditions relating to the I&R Scheme are removed.
2. During the I&R scheme period you agree not to enter any other paid or voluntary employment or engagement without prior agreement from your Employing Organisation.
3. For the duration of the I&R scheme period the Employing Organisation agrees to pay you an International GP Programme salary of £3500 per month. This is the net figure. Those working in London will be paid an additional weighting.
4. Where the Employing Organisation is not an individual practice, the employing organisation agree that you will not work in isolation or across multiple sites for the duration of the I&R scheme period. Where the Employing Organisation has multiple sites, you must be based at one primary practice and working across sites will only be allowable as part of the agreed training and development programme with you. At all times on-site senior clinical support must be available to you.
5. Completion of the I&R scheme phase is conditional upon completion of the preparatory phase, the I&R assessments and you holding full registration and a licence to practise with the General Medical Council (GMC). You must also have met the requirement for entry on National Medical Performers List and can therefore practise as an independent GP in England
6. During the I&R scheme period, if you wish to cease employment with the Employing Organisation and withdraw from the International GP Recruitment Programme you should discuss this firstly with your Clinical Supervisor and/or Educational Supervisor. Your notice period with your employing organisation is negotiable but should be no longer than 1 month. You may be subject to repayment of relocation and training funds as detailed in the IGPR Programme Agreement.
7. During the I&R scheme period a standard notice period of 1 month is required if the Employing Organisation wishes to terminate the contract of employment with you.

**Post Induction and Refresher Scheme Period**

The period post completion of the I&R scheme period forms the remainder of the three year IGPR Programme, during which you are in employment as a salaried GP.

.**Registration**

1. At all times during this 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.

**Sessions of Work**

1. Under the terms of the Programme the maximum number of sessions that may be worked per week is 9 sessions, within the 37.5 hour working week. At least one and up to three out of the nine sessions should be completed as a training session (to be agreed with your clinical and educational supervisors, dependant on your learning needs). The definition of full time and the length of a session is contained in Appendix A.
2. Your sessions of work will be agreed between you, the Employing Organisation and the Clinical Supervisor a minimum of once a year and will be contained in a job plan (“sessions of work”). All basic rights and protections covered by European Working Time Regulations apply as appropriate.

**Contractual Duties**

1. Your duties include:

a. those contained in your job plan at Appendix E;

b. providing general medical services to patients;

c such other duties as reasonably delegated to you by the Employing Organisation that is required in providing services under the GMS Regulations, the PMS Regulations and the APMS regulations.

1. Your current job plan is attached as Appendix E of this contract. Your duties and job plan will be reviewed at 8-12 weeks after initial appointment and when circumstances require a change during the Programme. The job plan may be amended by mutual agreement between you, your clinical supervisor and your Employing Organisation and no party will unreasonably withhold such agreement. Thereafter a review will take place annually, as a minimum, to give both you and the Employing Organisation an opportunity to propose changes.

**Salary and Allowances**

1. 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.
2. The Employing Organisation shall be entitled to set your salary at its absolute discretion having taken into consideration the following factors:
   1. Post completion of the I&R scheme period, in setting your salary for the first year of employment, you will be entitled to a minimum salary of £68,000 per annum. This is a gross figure. Those working in London will be paid an additional weighting. Relevant considerations include (without limitation):
   2. the salary range recommended by the Doctors’ and Dentists’ Remuneration Body (“DDRB”) for salaried General Medical Practitioners, which your salary will not be below.
   3. equivalent service;
   4. special experience or qualifications;
   5. service in HM forces or in a developing country;
   6. local job market requirements;
   7. time working as a GP, whether in GMS or PMS;
   8. geographical considerations (e.g. London Weighting);
   9. 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 Government’s decision on the pay of general practitioners following the recommendation of the Doctors’ and Dentists’ Remuneration Review Body.

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

###### Local Medical Committee Levy

1. The Employing Organisation will pay any levies for your representation by the Local Medical Committee (“LMC”).

## Retention of fees

1. You may only charge fees for the services you provide arising out of your duties as set out in the:

a. 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.

1. You may not charge fees for issuing certificates listed in Schedule 2 of the GMS regulations.
2. 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.

1. If you receive fees by virtue of your position in the Employing Organisation, and for work done during contracted hours, you will pay such fees to the Employing Organisation, except as contained in Appendix A or as otherwise agreed in writingwith the Employing Organisation.
2. 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 Employing Organisation register of gifts.

**Appraisal/Revalidation**

1. You are required to engage with NHS appraisal and revalidation. Your first appraisal will be 3-6 months post NMPL entry and annually thereafter, as per I&R scheme appraisal guidelines.
2. 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**

1. You will be required to be involved with clinical governance issues within the Employing Organisation. These duties will be carried out during your sessions of work.
2. The Employing Organisation will ensure that provision and access to copies of all local Primary Care Organisation (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

1. You do not require the consent of the Employing Organisation 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 Employing Organisation 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 Employing Organisation.

1. If you give a lecture on a professional subject for which a fee is payable, the fee will be payable to:

a. the Employing Organisation, 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**

1. 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. The personal appraisal is independent of the “NHS Appraisal/Revalidation” referred to above.

# Practice meetings

1. You are entitled to attend and participate in regular Employing Organisation meetings relating to education and clinical governance. You may be invited to attend meetings on 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.

# Notice

1. Post completion of the I&R scheme period, if you wish to cease employment with the Employing Organisation and withdraw from the International GP Recruitment Programme a standard notice period of 3 months is required. You should discuss this firstly with an appropriate member of Employing Organisation staff. You may be subject to repayment of relocation and training funds as detailed in the IGPR Programme Agreement.
2. Post completion of the I&R scheme period a standard notice period of 3 months is required if the Employing Organisation wishes to terminate the contract of employment with you.

**Terms and conditions for duration of contract**

**Professional Registration and Medical Indemnity**

1. For the duration of your employment, you must be:
2. Registered with the General Medical Council with a General Practice Licence to Practise, when appropriate. Your initial application will be funded by the International GP Recruitment Programme, with subsequent years being at your own expense; and
3. A member of a recognised medical defence organisation that is adequate and appropriate with your professional duties at the level required by NHS England and NHS Improvement; and
4. Registered on the National Medical Performers List (post I&R assessments). You should be fully registered on the National Medical Performers list, with no conditions relating to I&R post the I&R scheme period.
5. You must provide the Practice with written confirmation of your registration and membership.

**Continuity of Service**

1. Your service continues to accrue during periods of paid and unpaid leave.
2. 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 D. For the purposes of this clause, the commencement date of your continuous service is contained in Appendix A of this contract.
3. NHS Service includes (without limitation) any service in or as the following:
4. General Medical Services (“GMS”)
5. Personal Medical Services (“PMS”)
6. 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 D.

**Location of Work**

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

**Records**

1. 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 Employing Organisation.

**Confidentiality**

1. You must strictly adhere to the applicable GMC Guidance on patient confidentiality.
2. You must not use or disclose confidential information about the Employing Organisation’s patients or its business other than as expressly authorised by the Employing Organisation as a necessary part of the performance of your duties or as required by law.
3. Confidential information about the Employing Organisation’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 Employing Organisation or its partners.
4. 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.

**Annual Leave**

1. Your annual leave year runs from your first day of employment as specified in Appendix A.
2. During the three year contract, you will be entitled to the following paid leave: 30 working days’ annual leave and statutory bank/public holidays or days in lieu with pay each year (pro rata in the case of part-time employment).
3. The paid leave must be taken within the leave year that it falls unless agreed otherwise in writing with the Employing Organisation 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.
4. 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**

1. 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.
2. 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 Employing Organisation) to the Practice Manager before the end of the seventh day.
3. If an absence due to sickness continues for more than one week, you must submit a doctor’s certificate.
4. If you fail to provide the appropriate sickness documentation, the Employing Organisation may withhold your sick pay.
5. If, while on annual leave you are ill, such that you would be unfit for work, subject to providing evidence of your illness to the satisfaction of the Employing Organisation, you can choose to treat the period of incapacity as sick leave and reclaim the annual leave.

1. Notify the Clinical Supervisor of any long periods of absence (over four weeks), e.g. maternity leave or long-term sick leave.

**Statutory Sick Pay (SSP)**

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

**Practice Sick Pay**

1. In accordance with clauses 51-53 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 5 months' full pay and 5

of NHS service: months' half pay.

After completing five years of 6 months' full pay and 6

NHS service: months' half pay.

NHS service is defined in the continuity of service clauses 49 - 51.

1. The Employing Organisation’s Sick Pay will incorporate any entitlement to SSP.
2. The Employing Organisation has the discretion to extend the application of the above scale in an exceptional circumstance and at its absolute discretion. 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**

1. 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**

1. 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**

1. 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 Employing Organisation’s scheme will apply if more beneficial to you.

*Clauses 60 – 78: The post I&R scheme period is not required to be extended where time off has been taken during that period relating to maternity, parental, adoption or sick leave.*

**Superannuation**

1. You will be enrolled into the NHS pension scheme in accordance with legal requirements and subject to the terms of the scheme, unless you opt out of the scheme.

###### Convictions/offences

1. This employment is exemptfrom the provisions of the Rehabilitation of Offenders Act 1974. Therefore, you are not entitled to withhold information requested by the Employing Organisation 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 Employing Organisation 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**

1. The Employing Organisation 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 (post I&R phase).

1. In order to carry out your duties, the Employing Organisation 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 (post I&R phase); and

c. The services of medical support staff when they are on duty at the surgery premises.

1. You will utilise the facilities in a reasonable and proper manner commensurate with your duties under this contract.
2. The facilities will be available to you during normal surgery hours, except on dates agreed by the Employing Organisation to be holidays. You will also have reasonable access to the surgery premises for the emergency treatment of patients, where appropriate.

**Eligibility to work in the UK**

1. Through the duration of this contract you must be entitled to work in the United Kingdom without any additional approvals and you must notify your Employing Organisation immediately if; this entitlement ends, there are any other changes to your right to work status, there is any change to your circumstances which may impact on your right to work status or in the event of a change to your contact details including name, address or telephone number.
2. You must provide your Employing Organisation with any documents or information required, pertaining to your right to live and work in the United Kingdom, to facilitate the Employing Organisation to undertake the requisite right to work checks and satisfy the Employing Organisation’s obligations pursuant to Immigration Legislation as amended from time to time and in response to a request from the Home Office.
3. Your Employing Organisation is entitled to remove you from the International GP Recruitment programme without notice or payment in lieu of notice in the event that you do not have an ongoing right to work in England or in the event that you are unable or unwilling to provide the Employing Organisation with evidence of your eligibility to work in England.

**Prohibited Acts**

1. You must not:

a. hold yourself out to be in partnership with the partners of the Employing Organisation;

b. pledge the credit of the Employing Organisation or any of its partners;

c. do anything that would bring the reputation of the Practice into disrepute.

**Transport**

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

a. Have a full and validated current driving licence; the motor vehicle used is currently taxed, has a valid MOT certificate where applicable; and

b. provide evidence to the Employing Organisation that an insurance policy is in force for, and provides cover for, the claimed journeys, inclusive of business miles.

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.

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

**Disciplinary and Grievance Procedures**

1. The Employing Organisation’s disciplinary and grievance procedures will apply to your employment under this contract. 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**

1. 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 Employing Organisation will fully involve you in the investigation of any complaint that relates to or involves you.

**Notice**

1. Your employment under this contract will terminate upon the expiry of the three-year term referred to at clause 5, without the need for notice, unless the contract has previously been terminated by either party.
2. Notice periods during the preparatory phase and I&R Scheme Phase are detailed in clauses 16 and 17 and 23 and 24. This does not prevent either party terminating employment immediately without notice where entitled to do so by law or where an incident of gross misconduct has taken place.
3. You may agree in writing with the Employing Organisation to waive or vary notice of termination or to accept a payment in lieu of notice.
4. On termination of your employment you must return all property belonging to the Employing Organisation, including all papers, documents, tapes, discs, keys, computers etc. The Employing Organisation will provide you with an undertaking to sign to confirm that all such property has been returned.
5. Without prejudice to clause 49 above, your employment will be subject to termination by the Employing Organisation 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;

c. you commit any gross or persistent breaches of your obligations under this Contract and/or the Programme Agreement and such a power of determination shall be exercisable notwithstanding that on some earlier occasion the Employing Organisation may have waived or otherwise failed to exercise their rights to termination under this clause; or

d. you are guilty of illegal substance abuse or insobriety.

In considering your conduct with regard to the provisions of (c) above the Employing Organisation shall have regard to the guidance contained in the General Medical Council’s publication “Good Medical Practice” relating to the conduct of practitioners.

**Redundancy Compensation**

1. 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 F), save where these provisions are no longer compliant with age discrimination legislation.
2. “Reckonable service” in Section 45 of the Whitley Council Handbook will include:

a. Your current service with the Employing Organisation; and

b. Your previous continuous service calculated in accordance with the “Continuity of Service” clauses 51 - 53 in this contract, up to the maximum number of years as contained in Appendix A.

**Definitions**

**Clinical Supervisor** A GP within the employing organisation and/or the approved placement practice who is selected and appropriately trained to be responsible for overseeing a specified trainee’s day to day clinical work and providing constructive feedback during a training placement. The Clinical Supervisor is responsible for documenting the programme and educational outcomes on the e-Portfolio and sharing the report with the I&R doctor and HEE Educational leads (Training Programme Director and Educational Supervisor).

**Educational Supervisor** A GP trainer who on the GMC approved trainers register and is selected and appropriately trained to be responsible for the overall supervision and management of a specified doctors educational progress during the preparatory and clinical training placements in the Induction and Refresher schemes. The Educational Supervisor is responsible for the doctors Educational Agreement and to report recommendations of this programme to the appropriate Medical director in NHS England and NHS Improvement.

**Employing Organisation** The approved GP practice or organisation through which the participant is employed for the duration of the three-year IGPR Programme.

**FTE** Full-time equivalent, which is 37.5 hours

**General Medical Council** A public body that maintains the official

**(GMC**) register of medical practitioners in the UK.

**GMS Regulations** National Health Service (General Medical Services Contracts) Regulations 2015 (or its successor)

**Health Education England** The NHS organisation responsible for

**(HEE)** postgraduate medical and dental training within the NHS in England.

**Induction and Refresher** Includes two multiple-choice question

**(I&R) assessments** (MCQ) exams and a ‘simulated surgery’ (dependent on the band scored in the MCQ). These are standard assessments required for inclusion on the National Medical Performers List (NMPL)

**Induction and Refresher** The NHS GP Induction and Refresher

**(I&R) scheme** Scheme which provides a safe, supported and direct route for qualified GPs to join or return to NHS general practice. The scheme also supports the safe introduction of overseas GPs who have qualified outside the UK and have no previous NHS experience.

**International GP Recruitment** The three-year programme which is

**Programme'** delivered by NHS England and NHS

**(‘IGPR’ / “the Programme)** Improvement in partnership with a number of organisations including Health Education England (HEE) and the General Medical Council (GMC). This includes a preparatory phase, Induction and Refresher training, completion of the I&R scheme, and the period of employment for the remainder of the programme as a GP, fully included on the National Medical Performers List.

**National Medical Performers** The National Performers List service is a list **List** of approved GPs, opticians and dentists

who satisfy a range of criteria necessary for working in the NHS. The decision to admit or decline an applicant to the NMPL is the responsibility of NHS England and NHS Improvement.

**Performers List Regulations** National Health Service (Performers Lists) (England) Regulations 2013 (or its successor)

**PS Regulations** National Health Service (Pharmaceutical Services and Local Pharmaceutical Services) 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 Employing Organisation**

**Date**

**Signed ………………………………..………**

**For the Employee**

**Date**

#### APPENDIX A

Name of Practice or Employing Organisation:..………………….………………..

Name of Employee:…..………………………………………………………………

Name of Clinical Supervisor (cl 6):………………………………………………..

Date of commencement of this Employment (cl 5): ………………………………

*[insert date of commencement of the preparatory phase of the IGPR Programme]*

Proposed end date of this Employment (cl 5):.……………………………………

Commencement date of Continuous Service (cl 51-53):…………………………

*[insert date of commencement of the preparatory phase of the IGPR Programme]*

Place of work (allocated base) (cl 54): ………………………………….…..…

…………………………………………………………………………………………..

…………………………………………………………………………………………..

Number of sessions (cl 26): …………………………………………………………

Full time is defined as 37.5 hours/9 notional sessions per week.

Preparatory phase anticipated length (cl 14): …………………………………….

*[As agreed between the Employing Organisation, HEE and the Participant]*

Preparatory phase International GP Programme salary net (cl 11):……………

*[For the preparatory phase and I&R assessment stage the Employing Organisation agrees to pay the participant £3000per month (net – excluding London weighting]*

Induction and Refresher Scheme International GP Programme salary net (cl 21):

………………………………………………………………………………………....

*[For the Induction and Refresher stage the Employing Organisation agrees to pay the participant £3500 per month (net – excluding London weighting]*

Annual salary (gross - excluding London weighting) post Induction and Refresher scheme period) (cl 31):

…………………………………….……………………………………………….……

Retention of fees (cl 38) - The Employee may retain the following fees:

………………………………………………………………………………………….

Maximum previous continuous service included in the redundancy compensation calculation [cl 96]:

…………………………………………………………….

**APPENDIX B**

Employing Organisation Specific clauses and procedures

**APPENDIX C**

Work Place Induction Period (clause 8)

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 Employing Organisation so that consultations, prescribing, templates, protocols, care plans, mentor, BNF, word processing and internal message systems etc. can be accessed and utilised.
* Employing Organisation systems for Chronic Disease Management: adding to disease registers, familiarity with recall systems, targets, and team roles in their management.
* Employing Organisation procedures and protocols and where to access these.
* Knowledge of local and Employing Organisation prescribing policies.
* Familiarity with collaborative working arrangements, local referral pathways used by the Employing Organisation, main providers and services available.
* Familiarity with in-house services, e.g. Phlebotomy, ECG etc.
* Knowledge of any special services provided by the Employing Organisation, e.g. drug dependence, counselling, MSK chiropody etc.
* Provided with relevant and necessary telephone contact numbers.
* Awareness of Employing Organisation 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 the induction will be tailored to meet your requirements]APPENDIX D**

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 E**

|  |
| --- |
| 1. **What will your normal work pattern be? Example job plan** |
| |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | | **How many weekly sessions will the post comprise of:** | | | | | | | | |  | **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** |  |  |  |  |  |  |  | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **ON CALL DUTIES (if applicable)** | | | **Start and finish time, day of week** |  | | **Frequency (number per year)** |  | | **If extends normal day length, arrangements for time in lieu** |  | |

|  |
| --- |
| 1. **Other clinical and non-clinical work**   **Please give details if applicable, to include number of hours per week** |
|  |

**APPENDIX F**

**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) Regulations1948 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 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 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.