

**BMA**

# **Salaried GPs handbook**

**Updated October 2022**





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## 1

## Chapter 1

### Aims of the handbook

The BMA's salaried GP handbook is written for salaried GPs and GP employers. It will also be of interest to those who are intending or about to become salaried GPs. It explains the legal entitlements of salaried GPs as employees and helps to ensure that salaried GPs are aware of their statutory and contractual rights. It also helps to prevent GP employers contravening the law unwittingly. In addition, it explains the national and local representation of salaried GPs, how to become a salaried GP and the work involved.

### Salaried GPs

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

The handbook provides detailed guidance for salaried GPs. However, this cannot replace the expert and confidential advice on individual employment issues that salaried GPs should and can obtain. This is available as part of BMA membership by [contacting the BMA](#). Also, a specialised and invaluable benefit of BMA membership is the [employment contract checking service](#) that is offered. The BMA will review the employment offer letter and terms and conditions, and advise on any necessary improvements.

### GP employers

The handbook is a valuable tool for GP employers. It explains the statutory entitlements that a GP employer must provide to its salaried GPs in order not to fall foul of the law. It also highlights various contractual obligations, including those under the model salaried GP contract.

## 1

It is vital for GP employers to continue to obtain expert and confidential advice on employment matters by contacting the BMA, since advice can then be provided on an individual rather than a generic basis.

The [BMA Employer Advisory Service](#) offers free comprehensive, independent and authoritative advice on a huge range of employment-related issues exclusively for BMA members. Areas covered within this service include:

- employment law
- grievance and disciplinary issues
- managing absence
- recruitment
- appraisal
- discrimination
- HR policies
- best HR practice.

Our dedicated advisors have in-depth knowledge of local issues and understand general practice and employer matters relating to doctors.

The service also includes access to a detailed employment handbook and a discretionary contribution towards employment tribunal damages awards and approved settlements cover at no additional cost.

The user-friendly employment handbook provides vital information on:

- the responsibilities as an employer
- initial guidance on the appropriate steps to follow
- the legal framework employers are required to work within
- example policies, contracts etc, which can be adapted to members' individual requirements
- best practice advice.

## 2

## Chapter 2

### Representation of salaried GPs

All aspects of this chapter are relevant to salaried GPs.

Sections [1](#), [2](#) and [5](#) are relevant to GP employers.

#### 1. The BMA (British Medical Association)

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

#### 2. BMA GPC (general practitioners committee)

The BMA GPC UK represents all NHS GPs. It consists of approximately 90 members from across the UK. The GPC has sole negotiating rights with the Departments of Health for all GPs working under the GMS (general medical services) contract. The GPC is also consulted on issues concerning the whole of the GP profession.

There are also national general practitioners committees for England, Scotland, Wales and Northern Ireland. As a result of devolution the committees negotiate directly with their respective governments on issues effecting general practice in their countries.

The GPC has representatives on other BMA committees, including BMA Council (the central executive of the BMA), and maintains relations with external organisations. Details about the GPC (UK) and national GPC election procedures are available on the [BMA website](#).

Salaried GPs may stand for election to the GPC for a regional seat provided that they contribute to the LMC voluntary levy and work:

- as an NHS GP for at least 52 sessions over 6 months during the year immediately prior to the election
- as a medically qualified secretary of an LMC
- as a GP on the GP retention scheme and contribute to the LMC voluntary levy.

## 2

Alternatively salaried GPs may be elected to the GPC via the annual conference of LMCs or the BMA's annual representative meeting.

Salaried GPs can stand for and vote in an election in any constituency where they contribute to the LMC levy (usually the LMC where they do the majority of their work).

### 3. Sessional GPs subcommittee of the GPC

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

The Sessional GPs subcommittee consists of 16 members who are elected on a UK-wide biennial basis by salaried and locum GPs. A GPC negotiator and a GPC member, both with a special interest in salaried and locum GPs, are also involved. The terms of reference and constitution of the subcommittee is set out at [appendix A](#).

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

## 4. Local representation

### 4.1 LMCs (Local Medical Committees)

LMCs in England, Wales and Northern Ireland are recognised in statute as the local representative body of GPs, including salaried GPs. They are therefore recognised to represent their interests in their localities to the NHS health authorities.

#### 4.1.1 Scotland: LMCs and Area Medical Committees

In Scotland the situation differs. Scottish LMCs only represent local GPs on matters relating to their remuneration and conditions of service. Local GP negotiation with the Scottish NHS Board on the general operation and funding of primary care services is undertaken by the AMC (area medical committee) of the NHS Board and the AMC's GP subcommittee. The AMC's GP subcommittee is made up of GP members.



## 2

#### 4.1.2 Role of LMCs for salaried GPs

All LMCs throughout the UK are able to influence GPC policy through the annual conference of LMCs and through their direct liaison with GPC members and secretariat. LMCs can also ensure that their local NHS authorities, deaneries and GP tutors are aware of salaried GPs' educational needs and the need to disseminate relevant information to these local doctors.

#### 4.1.3 Representation of salaried GPs on LMCs

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

It is essential that salaried GPs are represented at a local level. Many LMCs already represent salaried GPs and have salaried GP members. The BMA has produced [guidance](#) about how salaried GPs and LMCs can work together more effectively. Salaried GPs are encouraged to contact their LMC to find out how to become involved and to ensure that they are on their LMC's mailing list.

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

#### 4.2 LNCs (local negotiating committees)

The BMA supports BMA accredited LNCs in NHS organisations by taking part in and advising on local negotiations. This is often done in conjunction with LMCs. Where constituted, LNCs can represent salaried GPs on general issues relating to the local management.

#### 4.3 Local sessional GP groups

There are a number of local groups of salaried and locum GPs throughout the UK. These tend to be a good forum for networking with colleagues as well as being supportive and offering opportunities for educational development. Contact details for local salaried groups are available on the [BMA website](#).

## 2

## 5. BMA support to individual members

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

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

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

## 3

## Chapter 3

# Who is a salaried GP and who is their employer

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

**All aspects of this chapter are relevant to salaried GPs.**

**Sections 1, 2 and 3 are relevant to GP employers.**

## 1. Definition of a salaried GP

### 1.1 Who is a salaried GP?

An NHS salaried GP is a fully-qualified GP who is employed by a GMS (general medical services) / Section 17J or PMS (personal medical services) / Section 17C practice; an APMS (alternative provider of medical services); an out-of-hours provider; or a 2C practice.

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

### 1.2 Distinction between a GP contractor and a salaried GP

A GP contractor (eg single-handed GP or GP partner) holds a contract **for** services with NHS England, LHB (Local Health Board) NHS in Wales, HSCB (Health and Social Care Board) in Northern Ireland, or NHS Scotland Health Board. The contractor is not an employee of the NHS England, LHB in Wales, HSCB in Northern Ireland, NHS Scotland Health Board, and is responsible for the management of the GP practice together with any partners. The contractor benefits from the profits made by the practice, and also generally has the autonomy of deciding how the practice will be run. The disadvantages though are that the contractor has the burden of ensuring that the practice runs smoothly, including contracting with suppliers, ensuring adequate premises, and perhaps by employing staff and so having to pay their wages, etc. The GP contractor may also be liable if the contract is breached.

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

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

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

### 1.3 Distinction between a salaried GP and locum GP

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

The distinction between a locum GP and a salaried GP can become blurred when a locum is in a practice on a long-term basis. Different factors will need to be considered in determining whether a locum is actually an employee, including the amount of control that the practice has over the 'locum', and whether sick leave and/or annual

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leave is paid. Employers and 'locum' GPs are urged to contact the BMA for individual advice on their situation.

Whether a locum GP is regarded as an employee for tax purposes by HMRC is a separate issue. This is not covered in this handbook, but advice on this can be obtained by [contacting the BMA](#).

### 1.4 Advantages of being a salaried GP

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

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

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

## 2. Types of employer

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

### 2.1 Practice employer

If employed by a GMS / Section 17J practice, a PMS/ Section 17 C practice after July 2015, or a 2C practice then they must be offered terms and conditions no less favourable than the Model contract.

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However, those employed by a PMS practice before July 2015, or an APMS practice can be offered alternative terms. It is therefore imperative for the salaried GP to check a potential new employer's status and to seek confirmation as to the terms being offered.

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

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

### **2.2 Private provider of NHS care employer**

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

## **3. Methods of working**

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

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

### 3.1 GPs with special interest

As practices have the opportunity to take on additional and/or enhanced primary medical services and to gain additional revenue through the Quality and Outcomes Framework, salaried GPs who have a special interest can be particularly valuable. Practices are encouraged to utilise these skills to enhance the services provided to patients and the funding available to the practice. Indeed some practices pay for their GPs to attend courses to acquire special interest skills. See [chapter 21](#) for further details.

### 3.2 Out-of-hours salaried GPs

A salaried GP may be employed to work at specified times which fall within the out-of-hours period (namely within the hours of 6.30pm to 8.00am Monday to Friday, weekends and public holidays). These GPs have the disadvantage of working unsocial hours (although the hours may suit their personal circumstances), but in return should be able to receive the benefit of an enhanced salary.

### 3.3 GP retention scheme

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

## 4

## Chapter 4

### Key steps for salaried GPs and employers

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

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

#### 1. Checklist for salaried GPs

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

	Before accepting a post, ask to be shown around the practice and meet the partners and the other staff to get an idea of your new working environment.
	Discuss in advance the type of work you will be undertaking and your role within the practice. (A good employer will involve the salaried GP in practice and educational team meetings where appropriate. Where there is a part time salaried GP, such a practice will look to hold these meetings at times that are convenient for, and during the normal working hours of that GP.)
	Agree your salary and ensure that this is written into your contract of employment. (More details about salary are set out in <a href="#">chapter 7</a> .)
	If the employer is an APMS (alternative provider of medical services) or independent provider then check whether they are an 'NHS employer' for NHS pension scheme purpose. (More details about pensions is set out in <a href="#">chapter 20</a> .)



## 4

	<p>Ensure you have a written employment contract and that it contains satisfactory terms and conditions. (More details on this are set out in <a href="#">chapter 6</a>. The BMA provides its members with a <a href="#">free contract checking service</a> which salaried GPs should take advantage of as soon as they are offered a new job and receive their contract.)</p>
	<p>Ensure that you receive an acceptable job plan from the employer, and that this covers your hours of work and continuing professional development time. (More details about hours of work and job plans are set out in <a href="#">chapter 8</a>.)</p>
	<p>When in post, seek informal regular meetings with the employer for two-way communication to review work and involvement in the practice</p>

For further information about any of these, BMA members should [contact the BMA](#).

## 2. Checklist for GP employers

	<p>Consider the practice's need for a salaried GP and the skills that you are seeking.</p>
	<p>Ensure that any application, interview and selection process is non-discriminatory.</p>
	<p>Verify the prospective employee's right to work in the UK.</p>
	<p>Verify the prospective employee's professional registration and qualifications.</p>
	<p>Agree the salary with the successful candidate. (More details about salary are set out in <a href="#">chapter 7</a>.)</p>

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	<p>Prepare a written statement of particulars and/or written contract of employment to be signed by both parties. (More details on this are set out in <a href="#">chapter 6</a>.)</p>
	<p>Be clear about the hours of work and role to be undertaken, and prepare a job plan for agreement by the salaried GP.</p>
	<p>Have clear disciplinary, dismissal and grievance procedures and ensure that these are communicated to the salaried GP. (More details on these, and how to avoid legal claims are set out in <a href="#">chapters 17</a> and <a href="#">18</a>.)</p>
	<p>Review the salaried GP's performance through an in-house performance review. (More details on performance reviews are set out in <a href="#">chapter 11</a>.)</p>
	<p>Provide regular feedback to salaried GPs, and ideally involve them in practice and educational team meetings. (Where there is a part-time salaried GP, look to hold these meetings at times that are convenient for, and during the normal working hours of that GP.)</p>

For further information about any of these, BMA members should contact the [BMA employer advisory service](#).

## 5

## Chapter 5

### Eligibility to work as a salaried GP

This chapter is particularly relevant to salaried GPs.

#### 1. What you need to have to work as a salaried GP

Salaried GPs are fully qualified GPs. To demonstrate this, a doctor's name must be included on the GMC's GP Register. In addition to work as a GP, the GP's name must be on the Performers List in the country in which they wish to work.

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

##### 1.1 GMC GP Register

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

##### 1.2 GMC licence to practise

Salaried GPs who want to practise medicine in the UK, will need to hold registration with a licence to practise and will also need to show to the GMC regularly that are up to date and fit to practise through revalidation. More information on revalidation is set out on [chapter 11](#).

If you're not practising medicine, but would like to be able to continue to show you are in good standing with the GMC, you can choose to hold registration only.

It is important however, that you are clear about your registration status with any organisations or individuals who wish to contract your services. It is a criminal offence in the UK to give the impression that you hold registration or a licence if you don't.

##### 1.3 Performers List

Salaried GPs must apply to be on the national Performers List of England, Wales or Northern Ireland. If you wish to work as a GP in Scotland you will be required to complete a standardised application

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form and if the application is approved, you will be included on every Health Board's performers list, allowing you to work as a GP across Scotland. You can be on more than one national list in the UK at a time, which can be useful if you are working on a border. You cannot practice in a country if you are not registered on the relevant list. You are encouraged to apply to be included in a Performers List well in advance of the start date of your new post, as applying for the Performers List can be time consuming. This is particularly so as you will need an enhanced Disclosure and Barring Service (DBS) check or equivalent (except that in Scotland the need for this is not obligatory). If you have previously had such a check, then this should be accepted. However, it is still best to check with the relevant national body.

To join a Performers List in order to become a salaried GP, an application must be made in writing. Further information and application forms can be found below:

- England (<http://pcse.england.nhs.uk/performer-list/>), policy and procedures (<https://www.england.nhs.uk/joint/>).
- Wales <https://www.walesdeanery.org/specialty-training/general-practice/gp-trainees/medical-performers-list>
- Scotland [http://www.sehd.scot.nhs.uk/pca/PCA2016\(M\)04.pdf](http://www.sehd.scot.nhs.uk/pca/PCA2016(M)04.pdf)
- Northern Ireland <http://www.hscbusiness.hscni.net/services/1813.htm>

You can appeal if your application is refused or if you are subsequently placed under conditions, unless a mandatory refusal applies (eg if you have been convicted of a serious crime).

For further details about appealing, please contact the BMA for individual advice.

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Once you are on a Performers List, there are certain criteria with which you are required to comply, including:

- work in that area on at least one occasion during a 12-month period (see below)
- undertake an annual NHS appraisal
- inform NHS England or the Health Board of any change of contact address
- inform NHS England or the Health Board of any material changes to the information provided in the application
- cooperate with an assessment by the National Clinical Assessment Service (NCAS) when requested to do so
- supply a DBS certificate or equivalent if requested with reasonable cause.

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

## 2. Returning to general practice

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

Further details about this, as well as guidance on returning to general practice (including salary and contracts of employment) are contained in [chapter 23](#).

## 6

## Chapter 6

# Contracts of employment

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

**This chapter is relevant to both salaried GPs and their employers, although section 2 will apply in parts depending on the type of contract being offered and/or the type of employer. BMA members should obtain advice from the BMA before entering into a contract.**

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

### 1. Written statement of particulars of employment

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

- i. the names of the employer and the employee
- ii. the date when the employment began
- iii. the date when the period of continuous employment began (see below for further details)
- iv. remuneration and the intervals at which it is to be paid
- v. hours of work (and if the employee will have to work Sundays, nights or overtime)
- vi. holiday entitlement (and if public holidays are included)
- vii. job title or a brief job description
- viii. either the place of work or, if the employee is required or allowed to work in more than one location, an indication of this and of the employer's address
- ix. entitlement to sick leave, including any entitlement to sick pay
- x. pensions and pension schemes

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- x. details of the employer's disciplinary, dismissal and grievance procedures, and any further steps which arise from this
- xii. the entitlement of the employer and employee to notice of termination
- xiii. where the post is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end
- xiv. details of any relevant collective agreements which directly affect the terms and conditions of the employee's employment
- xv. if an employee is normally employed in the UK, but will be required to work abroad for the same employer for a period of more than one month, specific details about this.

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

The particulars in (i) to (viii) must be set out in a single document. The particulars of (ix) to (xi) can be set out in another document, such as an employer's handbook, provided that this is noted in the written statement and the external document is reasonably accessible to the salaried GP. The requirement to provide details of notice of termination (at xii above) may be satisfied by a reference to the relevant statutory legislation on minimum notice and while unlikely to be relevant to salaried GPs it could be satisfied by reference to a relevant collective agreement, which is reasonably accessible by the employee. The employer can include all the above necessary information in a written contract of employment (which must be provided within the 2 month timeframe), which is considered best practice and will remove the need to produce a separate statement of particulars.

If the employer does not provide the salaried GP with such a written statement of particulars or provides an inaccurate written statement, then the salaried GP may ultimately enforce this through an employment tribunal. In the first instance, though, it is advisable for the salaried GP to seek expert advice from the BMA and, following this, to approach their employer noting the statutory entitlement to have the statement. The salaried GP would have

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a claim to an automatic unfair dismissal (regardless of length of service) if he or she were dismissed as a result of seeking to enforce their statutory rights in this regard.

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

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

## 2. A written contract of employment

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

Since 1 April 2004, GMS practices have been obliged to offer a written contract to new salaried GPs in line with the model salaried GP contract. The NHS England Standard Personal Medical Services Agreement 2015/16 set out that PMS practices shall also offer salaried GPs terms and conditions which are no less favourable than those in the model contract. It is not obligatory for APMS (Alternative Provider Medical Services) employers to offer the model salaried GP contract. Nevertheless, the GPC recommends the model contract (or improved terms) for all salaried GPs, regardless of their employer.



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## 2.1 Model salaried GP contract

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

The model contract comprises of two parts: the model offer letter and the model minimum terms and conditions. The model contract for salaried GPs employed by a GMS practice is at [appendix B](#).

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

The model contract applies to all salaried GPs whose employment with a GMS practice started on or after 1 April 2004, to all salaried GPs employed by 2C practices, and to salaried GPs employed by PMS practices that have signed the NHS England Standard Personal Medical Services Agreement 2015/16. Such doctors should be offered the model contract or at least terms which are no less favourable.

With regard to GMS practices, they must offer no less favourable terms to a salaried GP because this is normally a requirement of their GMS contract agreement.

The following wording is contained in the National Health Service (General Medical Services Contracts) Regulations 2004 for England, Wales and Scotland, and in the Health and Personal Social Services (GMS Contracts) Regulations (Northern Ireland) 2004 for Northern Ireland:

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

According to the NHS England Standard Personal Medical Services Agreement 2015/16, published in July 2015, the PMS practice: 'The Contractor shall only offer employment to a medical

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practitioner who is to be appointed as a salaried general practitioner on terms and conditions which are no less favourable than those contained in the 'Model terms and conditions of service for a salaried general practitioner employed by a GMS practice' published by the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the new GMS contract 2003.'

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

The BMA can assist employed GPs in obtaining the model contract, and if the matter cannot be resolved locally, then more central action may be considered.

### *2.1.2 Altering the model contract*

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

It is possible for both parties mutually to agree a variation to the model contract. This is because the requirement on the employer is to 'offer' terms and conditions no less favourable. So if the model terms are offered it does not prevent the parties then agreeing to a variation. However, any such subsequent agreement must have been entered without threat, so for example a requirement to accept altered terms or else be dismissed would be unacceptable.

### *2.1.3 BMA assistance*

If you are a BMA member, the BMA will check your employment contract to see if and how it compares with the model salaried GP contract. This is a particularly important service for all salaried GPs (regardless of their employer), who are encouraged to take advantage of it before signing an employment contract. It is advisable to rectify any contractual problems before the contract is in force.

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Expert individual advice is also available from the BMA to salaried GPs who have not been offered the model contract.

For these support services, please [contact the BMA](#).

### **2.2 GP retention scheme model contract**

The BMA has produced a separate model contract for GPs employed under the GP retention scheme. This is based on the salaried GP model contract. Details of this scheme are set out in [chapter 22](#).

### **2.3 Salaried GPs not covered by the model contracts**

The BMA recommends that **all** salaried GPs, regardless of employer or the employment commencement date, should be employed on terms and conditions of service that are no less favourable than the model salaried GP contract. Consistency in contractual arrangements is best practice and may help employers resist any challenges made on discriminatory grounds (eg under the Part Time Workers Regulations or sex discrimination legislation) which may occur if an employer uses different terms and conditions of employment for each salaried GP. It will also help to ensure good recruitment and retention of staff.

As previously noted, there is no obligation for PMS practices prior to 2015 and APMS employers to offer the model contract. Some employers are, however, recognising the value of the model contract as a recruitment and retention tool and so are providing this, or at least using it as a benchmark for their own version

As a minimum, PMS (prior to 2015) and APMS employers must provide a written statement of particulars (see section 1 above). Their salaried GPs should also receive a written contract of employment. For a guide to the terms that the contract may cover, please do refer to the model contract at [appendix B](#).

#### ***2.3.1 BMA assistance***

The [BMA provides a contract checking service](#) for salaried GPs. BMA members are encouraged to take advantage of this service.

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## Chapter 7

### Salary

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

**Sections 1 and 2 are relevant to both salaried GPs and their employers, although which section is relevant will depend upon the contract being offered and/or the type of employer. Section 3 is relevant to salaried GPs.**

#### 1. GPs employed under the model salaried GP contract

##### 1.1 Minimum salary

For salaried GPs employed under the model salaried GP contract, the annual salary range set out by the DDRB (Doctors Dentists Review Body) should be applied as a minimum.

The DDRB sets a minimum annual salary range for a full-time salaried GP working 37.5 hours per week in England in 2020-21 this was set at £60,455 to £91,229 (plus London weighting for those working in London).

For a doctor working less than full time this salary is calculated on a pro rata basis. Pay ranges differ in each of the devolved nations, these are available on the BMA website.

Whilst the DDRB pay range for salaried GPs goes up to £91,229 for 2020-21, it is recognised that there is no upper limit. This means that employers are able to award a higher salary. In general, the DDRB pay range is considered to be an outdated pay range that does not reflect the actual salaries of GPs. For this reason the BMA does not suggest it is used as a guide or benchmark in salary negotiations.

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

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**1.2 Annual uplift**

In addition, the salary must be uplifted annually at least in line with the DDRB recommended increase. The uplift for 2020-21 was 2.8 per cent and was effective from 1 April 2020. Details of previous uplifts are set out below.

**DDRB recommended uplifts**

2020-21	2.8%
2019-20	2%
2018-19	2%
2017-18	1%
2016-17	1%
2015-16	1%
2014-15	1%
2013-14	1%

**1.3 Pay spine**

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

**1.4 Incremental increase**

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

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

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**1.5 Bonus payments**

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

Employers should be aware that the awarding of bonus payments, without them being included in the written contract of employment, could still be held to have become incorporated into the contract. Therefore, any bonus entitlements should ideally be set out in the contract of employment or a separate document so that both parties are clear as to the nature of the entitlement and how any such scheme will operate.

**1.6 Seniority pay**

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

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

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

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## 2. Those not employed under the model salaried GP contract

### 2.1 Minimum salary

Minimum Wage Regulations require all workers and employees to be paid at least £8.72 per hour (based on the minimum wage for those aged 25 and over from 2020-21).

Whilst these statutory regulations apply to salaried GPs, as this wage does not reflect their qualifications or work the BMA does not recommend such a low payment.

Though the model salaried GP contract provides for a salary of no less than £60,455 for a full-time salaried GP in 2020-21, this is the bare minimum for that group and not reflective of GP's current wages. The BMA therefore does not recommend that this amount is used in pay negotiations.

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

### 2.2 Annual uplift

The salary should ideally be uplifted annually to reflect cost of living increases. This can be achieved by the annual salaried GP DDRB uplift (see section 1.2 above). The mechanism to be used for determining an annual uplift should be set out in the written contract.

### 2.3 Pay spine

Please see the guidance in section 1.3 above.

### 2.4 Incremental increase

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

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

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**2.5 Bonus payments**

Please see the guidance in section 1.5 above.

**2.6 Seniority pay**

Please see the guidance in section 1.6 above.

**3. Factors to consider when negotiating salary**

While there is a basic minimum salary for those employed under the Model salaried GP contract, the exact salary for all GPs is a matter of negotiation between the salaried GP and the employer.

In negotiating salary, the following factors may be influential:

- the length of the GP's previous NHS service (this includes hospital based work)
- the length of previous GP service (this includes work as a GP locum, GP principal/provider, retained GP (RGP), salaried GP, etc.)
- the type of work previously undertaken
- qualifications (eg MRCP or specialist accreditation)
- the type of work which the GP will be required to undertake in the salaried GP post
- the hours of work and the composition of the job plan in the salaried GP post
- whether the salaried GP will be required to work any additional hours or sessions, for example to cover absent colleagues, possible teaching sessions or to attend practice meetings if held outside your normal working hours
- whether the salaried GP will be required to undertake any unsocial hours and/or out-of-hours work
- whether mileage incurred as part of duties is taken into account
- whether additional expenses incurred by the salaried GP are taken into account (eg medical defence organisation subscriptions, BMA and/or Royal College of General Practitioners (RCGP) membership fees and mobile phone costs for work related calls)
- whether the employer contributes to the LMC levy. If the employer does contribute then the salaried GP is an LMC member. If the employer does not contribute, then the salaried GP may be required to make an individual membership payment to the LMC in order to be a member, and this should be taken into account when negotiating salary



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- whether the salaried GP will receive paid study leave and/or funding for course fees
- market forces (ie the demand for salaried GPs in the area, as well as the supply of potential salaried GPs)
- the cost of living in the area
- whether the salaried GP is to receive a bonus payment, and if so how much
- how the salary will be increased each year.

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

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## Chapter 8

# Hours of work and job planning

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

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

### 1. Hours of work

#### 1.1 Statutory requirements: Working Time Regulations

The Working Time Regulations, for the purposes of this chapter, include the Working Time Regulations 1998 for England, Wales and Scotland, and the Working Time Regulations (Northern Ireland) 1998 for Northern Ireland.

##### *1.1.1 Working week limit*

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

If a salaried GP wishes to work longer than an average of 48 hours per week, for example due to working for another employer, then they can opt out by signing an individual waiver form and forwarding this to their employer. However, the employer cannot force a salaried GP to opt out of the 48-hour maximum. The employer in return must keep a record of all employees who have opted out. The salaried GP may opt in again giving 7 days' notice, unless the opt-out agreement specifies a longer period of notice, which can be no longer than 3 months.

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### 1.1.2 Night workers

A night worker is defined as working on average three or more hours between the hours of 11pm and 6am. The average is again based on a reference period of 17 weeks.

If a salaried GP works at night then they must not be allowed to work more than an average of eight hours per 24-hour period based on a reference period of 17 weeks. It is not possible to opt out of these requirements.

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

### 1.1.3 Rest periods

Salaried GPs, as employees, have the right to the following:

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

It is not possible for a salaried GP to opt out of the entitlement to these rest periods. Any failure to allow a salaried GP to take rest breaks/periods can be enforced through the employment tribunal.

## 1.2 Sex discrimination and flexible working

Employers should allow part-time working where appropriate. Otherwise the employer risks a claim of indirect sex discrimination since more women are likely to require part-time working for family reasons. While an employer may have a defence that it is justifiable, this could be difficult to prove if the employer fails to give it due consideration and/or it would objectively be considered that the employer could have made adjustments to allow part-time working.

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### 1.2.1 Flexible Working Request

Employers are also under a duty to reasonably consider a written request from an employee to work flexibly. The statutory scheme was changed considerably in June 2014 and is now supported by the Acas Code of Practice ('the Code') for handling requests to work flexibly in a reasonable manner.

The Code will be taken into account by employment tribunals when any claim is made relating to breach of the flexible work provisions. The Code's recommendations are not compulsory, but set out best practice. For example, the Code recommends that employers carry out an appeal even though this will no longer be a legal obligation. What is reasonable will depend on the circumstances of individual cases and the employer's resources. GP employers are encouraged to contact the BMA if they receive any application for flexible working.

The right to request flexible work arrangements applies to **all** employees who have at least 26 weeks' continuous service. Under the previously regime an employee must have had parental or caring responsibility in order to have made a flexible working request. Therefore someone who wishes to work reduced hours to have a better work-life balance will be entitled to apply for flexible working in the same way as someone who wants to work fewer hours in order to fit in the school run.

### 1.2.2 Obligations on the salaried GP/ the employee

Any salaried GP wanting to make a valid request for flexible working must:

- make such an application in writing
- date the application
- state that it is an application made under the statutory procedure
- specify the change that the salaried GP is seeking and when they wish the change to take effect
- explain what effect, if any, the salaried GP thinks the change would have on the employer and how any such effect could be dealt with
- state whether the salaried GP has previously made an application to the employer and, if so, when.

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The Acas Guide also suggests that where the employee is making their request in relation to the Equality Act 2010, for example, as a reasonable adjustment for a disability, then they should state this. However this will be also something the employer is expected to consider.

### *1.2.3 Obligations on GP Employer*

GP Employers are obliged to deal with any request **reasonably**. The Code has been drawn up to demonstrate the basic requirements of a reasonable procedure in relation to flexible working requests. It sets out a simplified procedure, recommending that the employer adopt the following basic steps upon receiving a flexible working request:

- discuss the request with the employee
- consider the request carefully, and
- deal with the request promptly.

The Code recommends that, upon receiving the request, the employer should arrange to talk with the employee as soon as possible. The employer should discuss the request with the employee in private to find out exactly what changes are being sought and how they might benefit both the employee and the business. While no longer a legal requirement, the Guide recommends that the discussion take place at a time and a location that is convenient to the employer and the employee. If the initial date cannot be kept, another should be arranged. If the employee fails to attend the meeting and the re-arranged meeting without good reason, the application may be treated as withdrawn.

There is no longer an express requirement that the employee has the right to be accompanied by a work colleague or trade union representative to the meeting with the employer. However, both the Code and the Guide recommend that it is good practice to allow the employee to be accompanied if they so wish.

Following the meeting the request must be considered carefully. The Code states that a 'reasonable' consideration of the request requires the employer to weigh up the benefits of the requested changes in working conditions for both employer and employee against any adverse business impact of implementing the changes.

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The employer may decide to accept the request, reject it, or to accept it in a modified form.

The employee's flexible working request can be refused for a valid business reason. There are eight such reasons, set out in legislation:

- burden of additional costs
- detrimental effect on ability to meet customer demand
- inability to reorganise work among existing staff
- inability to recruit additional staff
- detrimental impact on quality
- detrimental impact on performance
- insufficiency of work during the periods the employee proposes to work
- planned structural changes.

When refusing an application, the Code simply advises the employer to put the decision in writing. There is no longer a requirement to offer an appeal. However, the Code states that despite this the employer should nevertheless allow the employee a right to appeal and it is considered best practice to do so.

The employer must conclude the process of considering a flexible working request (including any appeal that is offered) within three months of receiving the application.

### 1.3 Performers List requirements: minimum hours

It is a requirement of remaining on a Performers List that a GP must undertake some NHS GP work in the area during a 12 month period. The BMA's interpretation of the regulations is that provided the GP undertakes some work (even just one hour per annum), then they should not be removed from the list.

If it is suggested that you will be removed from a list due to insufficient GP work being undertaken, [contact the BMA](#) as a matter of urgency. The BMA can assist in helping to resolve this.

Undertaking a very limited amount of work can be detrimental if it prevents you from keeping fully up to date and maintaining your skills. This could also have an adverse impact on your appraisal and revalidation.

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It is unlawful to discriminate or penalise GPs who take breaks from work for maternity leave, even where this means failing to attain the minimal annual requirements for work in that area.

#### **1.4 Model salaried GP contract**

The model contract states that a full-time salaried GP works 37.5 hours per week. It is possible to work less than full time or to work additional hours, with the exact hours being a matter of negotiation between the salaried GP and the employer. The model contract also requires a job plan to be agreed and appended to the contract (see below for more details).

In setting out the full-time hours of work, the model contract states that this is calculated to be nine nominal sessions, with each session being 4 hours and 10 minutes. In reality, many salaried GPs opt for flexible working patterns, therefore in determining hours of work, salaried GPs and their employers may prefer to refer to the actual hours or part of hours (rather than nominal sessions) worked.

##### *1.4.1 Overtime*

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

##### *1.4.2 Job plan*

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

#### **1.5 GPs not employed on the model salaried GP contract**

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

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

## 1.6 Changing hours of work

### 1.6.1 *When can the hours be changed*

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

- By explicit negotiated agreement between the salaried GP and the employer.
- Where agreement is already contained within the contract prior to the change, ie if there is a contractual right to vary the contract. For example, the contract may reserve the right to change the timings of hours of work subject to consultation. If the contract contains such a provision, the employer would not need subsequently to negotiate and agree any change to hours with the salaried GP (although it would be good practice for the employer to do this). It might, however, still be possible for the salaried GP to object to the change if it is excessive or unreasonable. This will depend on the circumstances. To check whether a contract of employment contains such a term, BMA members should send their contract to the BMA for checking. However, it should be noted that there is no contractual right to vary the contract in the model salaried GP contract.
- By collective agreement where the contract specifies that such changes will be incorporated. Again, to check whether a contract of employment contains such a contractual term please send it to the BMA.
- By performance of the contract – if a salaried GP works to the new hours then they could be deemed to have accepted a change by performance. Thus, if a change occurs which a salaried GP is concerned about then the salaried GP needs to clarify with the employer that they are not agreeing to the change and should seek further advice from the BMA.
- By the salaried GP being dismissed from their contract and then being offered a new contract on different terms. This would only be expected to occur in extreme circumstances. The salaried GP



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does not, however, need to accept the change and may be able to seek legal redress for the dismissal. For more information please see [chapter 18](#).

It is also possible that, where a salaried GP is unable to change their hours, the employer may dismiss the salaried GP without re-engaging them. As above, this is an extreme measure and legal redress may be available to the salaried GP as a claim of wrongful and/or unfair dismissal. For more information please see [chapter 18](#).

### *1.6.2 How to avoid problems occurring*

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

#### **Step 1: Setting out the proposed change**

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

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

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- the timescale for responding to the proposal and what opportunities there will be to discuss this in a meeting.

**Step 2: Consideration of the proposal**

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

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

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

**Step 3: Responding to the proposal**

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

Alternatively the salaried GP may be unable to change working hours at all. The BMA recommends that in the first instance the salaried GP should explain to the employer their reasons for this (eg for family/childcare reasons).

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

**Step 4: Employer's consideration**

The employer should consider the offer made by, and/or reasons given by, the salaried GP, and review how these can be accommodated.

***1.6.4 If the salaried GP is unable to change their hours and the employer insists on a change***

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

***1.6.5 If a change to hours of work is accepted***

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

**2. Job plan****2.1 Benefits of a job plan**

A job plan sets out the working schedule of a salaried GP. It therefore assists both the salaried GP and the employer.

**2.2 Developing and reviewing a job plan**

The job plan should be developed collaboratively between the employer and salaried GP. It should be produced and agreed as soon as possible, and ideally before the salaried GP starts work.

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The job plan should be reviewed annually or when there are any significant changes proposed to the work pattern by either party. Any changes should be made only by mutual agreement. The review may be tied in with discussions relating to the in house appraisal review, exploring opportunities for career development within that role and relevant increments in salary as well as requests for flexible or part time working.

### 2.3 Content of the job plan

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

1. the daily clinical duties (eg appointments, visits, telephone queries from patients or other health care professionals) – in particular it should make an allowance for patients arriving late, difficult cases requiring more time, and the need for salaried GPs to make urgent referrals
2. administrative work to be undertaken, bearing in mind that the ratio of clinical work to administrative work is usually in the region of 3:1 for salaried GPs, excluding meetings. If the salaried GP is to perform a specific practice development role, this should be accompanied by a further reduction in the clinical face-to-face time
3. specific specialist roles, such as medical student or GP trainee teaching/training/mentoring, and responsibility for particular areas of practice development
4. time for practice team meetings
5. protected time for continuing professional development (CPD) – which could include in-house meetings, private study, time off in lieu for external educational events outside of normal working hours, etc.
6. the statutory requirement for rest breaks (see [section 1.1.3](#) above).

The job plan must also be realistic in terms of the amount of work that can be achieved during the working hours. GP employers owe an implied duty to take reasonable care for the health and safety of their staff, and also owe a duty of care to their patients. For these reasons it is imperative that salaried GPs are not given unreasonable workloads. Also, when a salaried GP undertakes work, including team meetings and agreed CPD, outside of normal working hours,

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then the way that this will be recognised should be clearly set out in the written employment contract. Where this will result in time off in lieu this should be taken into account in the job plan (eg a change to the start or finish times and so a corresponding reduction in the number of patients to be seen and/or visits to be undertaken).

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

An example of the factors to consider in preparing a job plan, as well as a job plan diary, are set out below:

**To be completed separately for each day of the working week:**

Day of the week	
Start time	
Finish time (and time of last appointment)	
Hours worked this day	
Morning surgery: number of patients, time of first and last appointments	
Afternoon surgery: number of patients, time of first and last appointments	
Number of visits	
Time for administration and whether includes correspondence/ prescriptions not addressed to the salaried GP	
Meetings: start and finish time	

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Comments: eg adjustments to workload to allow attendance at monthly meetings	
Mentoring time	
Protected CPD time undertaken in the practice	
Protected CPD activities external to the practice	

### For any on-call duties

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

### Specialist roles within a practice

(to be completed separately for each role)

Definition of role (eg practice lead in diabetes)	
What skills and knowledge base will be required to carry this out?	

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What support will the salaried GP receive from within the practice? State the key administration and managerial support available, with names and their role	
What support will the salaried GP receive from outside the practice, eg local groups of experts	
Other comments	

#### How the activities set out below will be worked into the job plan

Fixed time eg weekly or monthly clinics, regular meetings	
Unscheduled time for protocol development (eg 20 hours during the year)	
Training time (eg 12 hours per year to access the required training)	
Any other provision	

Types of activities that the specialist role will involve	Time allocated
Training required to carry out the role	Hours per year
Advising other members of staff	Hours per week
Clinical time seeing a specific patient group	Hours per week
Regular meetings within the practice discussing patient groups	Hours per month

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Time spent developing practice protocols either alone or with other clinicians/non clinicians	Hours per month
Time spent auditing standards in the area of expertise	Hours per month
Time attending relevant meetings outside the practice	Hours per month

## 2.4 Job plan diary

A job plan diary can assist the annual review of the job plan. It will identify whether the current job plan is being followed, and whether the balance of activities in the plan is appropriate. In this way it can help to prevent and/or resolve disputes.

### 2.4.1 Completing the job plan diary

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

A sample diary is set out below.

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

	Date	Start time	End time	Break duration	Total hours worked that day	Comments eg sickness absence etc
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						



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Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						
Total hours						
Average weekly hours						

### 2.4.2 Using the job plan diary to review the job plan

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

	Employee comments	Employer comments
Do you feel this period of monitoring is representative of your working hours?		
What factors are contributing to the problem? eg lack support with coding, signposting		
What positive changes could be made to address the problem?		
Is there a legitimate basis for a claim for overtime?		

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Agreed changes to address workload: eg delegation etc		
Agreed changes to Job plan: eg reductions in clinic lengths		
Agreed overtime payments (start and finish dates) and date by which will be settled		
Agreed date for repeat monitoring and for follow-up meeting with employer		

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## Chapter 9

### Annual leave

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

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

#### 1. Statutory requirements: Working Time Regulations

The Working Time Regulations referred to in this chapter are the Working Time Regulations 1998 and the Working Time (Amendment) Regulations 2007 for England, Wales and Scotland, and the Working Time Regulations (Northern Ireland) 1998 and Working Time (Amendment) Regulations (Northern Ireland) 2007 for Northern Ireland.

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

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

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

#### 2. Annual leave accrual during maternity leave

Annual leave entitlement continues to accrue during ordinary and additional maternity leave (for definitions of these terms, see [chapter 12](#)). This is the case for both statutory annual leave (see section 1 above for a definition) and contractual annual leave entitlements (see sections 4 and 5 below for a definition).

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As annual leave is annualised, this can cause some difficulties depending on when the employee's annual leave period commences and when the salaried GP goes on maternity leave.

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

### **2.1 Statutory annual leave and maternity leave**

At present an employer is not required to allow an employee to carry over statutory annual leave from one leave year to the next (see section 3.1 below for a possible exception to this). However, there is the right to statutory annual leave and adhering to the leave where the leave year and start of maternity leave coincide can be problematic. To prevent the possibility of a claim in this instance the employer should allow the salaried GP to take some or all of her statutory annual leave entitlement prior to their maternity leave or to allow the salaried GP to carry over this annual leave to the following year.

As noted in section 1 above, it is not possible to pay in lieu of this statutory leave (except on termination of employment).

### **2.2 Contractual annual leave (which is additional to statutory leave) and maternity leave**

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

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

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### 3. Annual leave and sick leave

#### 3.1 Accrual of statutory annual leave entitlement during sick leave

When a salaried GP is on sick leave, the statutory annual leave entitlement accrues. The position is that workers must be allowed to carry unused leave over to the next leave year in certain circumstances, namely if the employee was unable or unwilling to take it because he was on sick leave and as a consequence did not exercise their right to annual leave. Unless there is an agreement to the contrary (eg in the contract of employment), this only applies to the 4 weeks' statutory holiday. As such, employers should allow employees to carry over any of their remaining 4 weeks' annual leave into the next leave year if they have been unable to take it in the current leave year due to sickness absence.

However, the employer can stipulate that any leave which is carried forward must be used within a certain time or be lost. Case law dictates that the period after which leave is lost must be 'substantially longer' than the reference period in which the leave entitlement accrued. In one European case, a period of 15 months after the end of the holiday year in which holiday was accrued was held to be adequate. Another case suggested that, if no period is stipulated, then the Working Time Regulations should be read as permitting a worker to take annual leave within 18 months of the end of the leave year in which it was accrued.

In any event, salaried GPs on long term sick leave and their employers should contact the BMA for individual expert advice.

#### 3.2 Accrual of contractual annual leave entitlement during sick leave

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

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### 3.3 Cancellation of annual leave due to sickness

In cases where an employee becomes sick during a period of statutory annual leave, or prior to a period of pre-scheduled annual leave, they should have the option to take the annual leave at a later date, even if that requires carrying the leave over until the next holiday year. Again, this only applies to the 4 weeks' statutory holiday entitlement. Salaried GPs and employers who are unsure of their position should contact the BMA for more detailed advice.

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

## 4. GPs employed under the model salaried GP contract

### 4.1 Annual leave entitlement

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

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

$$\frac{\text{number of contracted hours worked} \times 0.8}{\text{number of days leave per year}} =$$

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

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Hours worked per week	37.5 hours	30 hours	15 hours	7 hours
Annual leave entitlement	30 days (30 x 7.5 = 225 hours)	24 days (24 x 7.5 = 180 hours)	12 days (12 x 7.5 = 90 hours)	5.6 days (5.6 x 7.5 = 42 hours)

#### 4.2 Public holiday entitlement

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

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

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

However if there are no comparators (eg the salaried GP is the only member of staff) and the salaried GP's working days do not coincide with a bank/public holiday, then the employer is not obliged to allow the salaried GP to take an extra day off to recognise this.

Nevertheless good employment practice indicates that some form of time off should be given.

Part-time salaried GPs and their employers who are BMA members are advised to contact the BMA to discuss their individual circumstances with regard to public and bank holiday entitlement.

#### 4.3 NHS days as leave

The model salaried GP contract states that a full-time GP will receive two 'NHS days' as leave. These days are not on fixed dates.

A part-time salaried GP should receive a pro rata amount of the two NHS days, which can be taken at any time during the year as

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mutually agreed with the practice. For ease, the time off could be added to the annual leave entitlement.

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

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

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

An example of this is set out below:

Hours worked per week	37.5 hours	30 hours	15 hours	7 hours
Annual leave + NHS days entitlement	32 days (32 x 7.5 = 240 hours)	25.6 days (25.6 x 7.5 = 192 hours)	12.8 days (12.8 x 7.5 = 96 hours)	5.97 days (5.97 x 7.5 = 44.8 hours; rounded up to 45 hours)

## 5. Salaried GPs not employed under the model contract

Salaried GPs must receive at least the statutory annual leave provisions set out in section 1 above. The entitlements received by those employed under the model contract (see section 4 above) will also be a good point of reference in negotiating holiday leave and pay entitlement.



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## Chapter 10

# Continuing professional development (CPD)

### 1. Entitlement to protected time for CPD

Full time salaried GPs employed under the model contract are entitled to a minimum of 208 hours (4 hours per week on an annualised basis) of protected time for professional development a year. For part time employees this amount is adjusted on a pro rata basis. Information for GPs on the GP retention scheme is available in [chapter 22](#).

The model contract allows CPD time for full and part-time salaried GPs to be accrued and taken on a flexible basis. Using the CPD time flexibly allows it to be taken in a variety of ways and to accommodate different learning styles in order to meet a GP's personal development needs. For example, it could be accrued to be taken in blocks for courses and/or in single hours for meetings.

The BMA's is concerned that many Salaried GPs are not receiving their full CPD entitlement. If you are experiencing issues claiming your full entitlement, please get in touch with the BMA.

### 2. Use of protected CPD time

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

The arrangement for undertaking CPD is discussed in detail in the BMA's GP [job planning guidance](#). The model contract allows CPD time for full and part-time salaried GPs to be accrued and taken on a flexible basis. Using the CPD time flexibly allows it to be taken in a variety of ways and to accommodate different learning styles in order to meet a GP's personal development needs. For example, it could be accrued to be taken in blocks for courses and/or in single hours for meetings.

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

CPD activities may include:

- self-directed or private study, ie to keep up to date or for professional exam preparation
- developing or updating a personal development plan
- courses
- specific clinical refresher experience
- audit
- practitioner or self-directed learning groups
- protected learning events
- researching clinical queries
- obtaining clinical experience relevant to specific PDP aims
- management development activities provided these benefit the salaried GP's personal or skills development
- in-house practice based educational meetings (excluding practice meetings which do not have a direct educational purpose, such as business, practice development, multi-disciplinary clinical team meetings, etc, since there is separate provision for these under the model contract).

The balance of these various CPD activities needs to be appropriate to the individual's educational and developmental needs.

### 3. NHS GP appraisal

Under the Performers List regulations, it is compulsory for all NHS GPs to participate in NHS GP appraisal. The BMA has sought external legal advice which has noted that time must be set aside during working hours for a salaried GP to prepare for NHS GP appraisal. It further noted that this preparation time was in addition to the protected CPD time of 4 hours (pro rata) per week.

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The appraisal interview itself should be taken outside of the minimum CPD time, but within normal working hours. If it is not possible for the appraisal interview to be conducted during normal working hours, the interview may be held outside of working hours provided the salaried GP agrees and receives appropriate reimbursement or time off in lieu.

Salaried GPs are not required to contribute financially for an NHS appraisal. Funding for appraisal for salaried GPs employed by a GMS practice is via an appraisal premium which is included in the practice's global sum. Comparable arrangements should be in place for PMS practices. Further details are available in the GPC guidance note on appraisal funding.

#### 4. CPD leave entitlements

A full-time salaried GP working 37.5 hours per week is entitled to 208 hours of CPD a year. To calculate a part-time salaried GP's CPD entitlement:

- Number of hours worked per week\* x 6.4 = number of minutes of CPD per week [X]
- X divided by 60 = number of hours of CPD per week [Y]
- X or Y x 52 = annual entitlement to CPD (X= minutes; Y = hours)

\* Leave counts as time worked. Therefore CPD entitlements should not be reduced in periods of annual leave.

Salaried GPs will continue to accrue entitlements during maternity leave.

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## Chapter 11

### Appraisal and revalidation

Revalidation is the process by which licensed doctors are required to demonstrate on a regular basis that they are up to date and fit to practise. The revalidation cycle occurs over 5 years, with an appraisal taking place annually.

For GMC guidance see [www.gmc-uk.org/registration-and-licensing/managing-your-registration/revalidation](http://www.gmc-uk.org/registration-and-licensing/managing-your-registration/revalidation).

The guidance on appraisal and revalidation in this chapter should be read in conjunction with BMA [general appraisal and revalidation guidance](#) and [www.rcgp.org.uk/training-exams/practice/revalidation.aspx](http://www.rcgp.org.uk/training-exams/practice/revalidation.aspx) specific GP guidance.

#### 1. The NHS GP appraisal

Salaried GPs are required to undergo annual NHS appraisal as a requirement of being on a Medical Performers List:

- in England an appraiser will be allocated by the responsible officer although this may vary from one designated body to another. For more information see [NHS England](#)
- in Northern Ireland the appraisal process is managed by NIMDTA (Northern Ireland Medical and Dental Training Agency). For more information see [NIMDTA Documentation and Guidance](#)
- in Scotland appraiser/appraisee allocation is organised locally, guided and supported by the Local Appraisal Adviser (primary care). For more information see [Medical Appraisal Scotland](#)
- in Wales, a single system of GP appraisal is centrally managed by the Revalidation Support Unit (RSU or the unit), Wales Deanery. For more information see [Medical Appraisal and Revalidation System](#).

#### 1.1 Preparing for the appraisal

Salaried GPs' appraisal portfolio should normally include:

- supporting information. Please see below more information on what this should include
- a description of the scope and nature of work (including any significant changes or circumstances). This should cover all roles and positions in which the salaried GP has clinical responsibilities

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- and any other roles for which a licence to practise is required including work for voluntary organisations, work in private or independent practice and managerial, educational, research and academic roles
- previous personal development plans and summaries of the appraisal discussion for each year in the current revalidation cycle
  - a commentary on achievements, challenges and aspirations.

**Supporting information**

Salaried GPs will keep a portfolio which will contain information collated over the 5 year cycle from appraisals and the 6 areas of supporting information for their appraisal which are:

- CPD (continuing professional development)
- QIA (quality improvement activity)
- significant events
- patient feedback
- colleague feedback
- review of complaints and compliments.

The [RCGP guidance](#) recognises that appraisal has become more onerous than intended with regional variation and inconsistency. The 2016 revisions to this guidance aim to ensure that the effort to engage in appraisal does not become disproportionate in a way that detracts from patient care.

The RCGP guidance on supporting information guides appraisers to retain 'a supportive and developmental focus on quality maintenance and improvement through your personal and professional development without a major increase in workload'. National guidance can be found under the following links:

- England can be found [here](#)
- Scotland can be found [here](#)
- Northern Ireland can be found [here](#)
- Wales can be found [here](#).

**1.1.1 Continuing professional development**

Salaried GPs are responsible for keeping up to date through CPD which covers the whole scope of the practice they are working. In their appraisal the RCGP recommends that they demonstrate

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engagement with at least 50 CPD credits, on average, per 12 months of work, irrespective of the number of sessions worked. The number of credits expected at an appraisal following a career break (such as maternity or sickness) is adjusted to reflect the time spent in work (proportional to the appraisal year).

The previous option to double the credits claimed for each hour of CPD has been phased out from 31 March 2016. However, the guidance encourages GPs to claim CPD credits for reflection on impact from learning arising from QIAs, feedback, SEAs (significant events analysis), complaints and compliments.

**Keep evidence of CPD**

‘One credit is “one hour of learning activity demonstrated by a reflective note on the lessons learned and any changes made”’. RCGP guidance

The RCGP recommends that GPs keep a structured learning log (‘including date, title, time taken, key lessons learned and reflection on impact on practice or any changes made as a result of learning’) as evidence and discourages the additional effort that many GPs currently spend on uploading certificates except where these pertain to ‘mandatory’ training defined by the employing or contracting organisation.

Salaried GPs will be expected to show a range of learning methods over a 5 year cycle. The latest RCGP guidance emphasises the importance of learning with colleagues outside of the place of work. For salaried GPs, participation in learning groups (also known as CPD groups) are a good example of this, alongside formal taught courses, lectures or locality ‘protected learning time’ events. Where it has not been possible to meet the various recommendations for CPD, a reflective note is necessary to explain this and to outline plans to address this where appropriate.

**1.1.2 Quality improvement activity**

The RCGP recommends that a salaried GP needs to ‘demonstrate the ability to review and learn from your medical practice by reflecting on representative (quality improvement activities (QIA) relevant to your clinical work every year, with a spread of QIAs across all of your scope of work over a five year cycle’.

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In the past this has meant 2 SEAs each year and a clinical audit in a 5 year cycle. In the current RCGP guidance no fixed number of QIAs is specifically recommended. The guidance builds on the recent trend towards greater flexibility and recognises that some forms of QIA may be difficult to achieve in some circumstances, for example true peripatetic locum work.

**Forms of QIA**

The guidance also recommends that salaried GPs should choose QIAs which are representative and appropriate to their scope of work. QIAs can take many forms such as:

- large scale national audit
- formal audit
- review of personal outcome data
- small scale data searches
- information collection and analysis (search and do activities)
- plan/do/study/act (PDSA) cycles
- SEAs reflective case reviews
- outcomes of reflection on formal patient and colleague feedback survey results, significant events and complaints.

Salaried GPs are encouraged to submit good quality examples with appropriate reflection, making clear their personal involvement without the need to be involved in data collection. Where organisational, regional or national outcome data is provided they can provide a reflection on what this means about their personal performance and their response or actions.

Where they employ specific clinical skills such as minor surgery, joint injections, cervical smears and IUCD/IUS insertions, a log of personal outcome data with reflection would be a suitable example.

**Clinical audit and review exercises**

Clinical audit, although an established tool for systems quality improvement, has long been an area that many salaried GPs can find problematic because of their limited influence over practice systems, lack of support with searches, and lack of managerial influence, as well as problems accessing records when working peripatetically. For this reason it is accepted that clinical audit may not always be feasible or relevant to the salaried GP's role or responsibilities.

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Salaried GPs may appropriately focus quality improvement efforts on areas of personal practice, for example:

- record-keeping
- referrals or investigations
- prospective case-based condition reviews
- random case analysis or review of telephone triage outcomes
- prescribing.

Ideally they need to demonstrate change in their practice linked to learning points arising from these review exercises. Case reviews are one way to demonstrate that such changes are subsequently incorporated into practice. Salaried GPs should aim to document these using a suitable structured template which incorporates reflection and learning points.

### *1.1.3 Significant events*

This is an area where the latest RCGP guidance (2016) has slightly changed. It is important to understand the difference between ‘GMC level’ significant event analyses (SEAs; also known as serious untoward incident or significant event audits) and those SEAs routinely undertaken in primary care. The former (GMC level SEAs) refer to incidents where significant harm could have or did come to a patient or patients. Most GPs will not have a serious untoward incident to report and should make a declaration to this effect at the appraisal.

The GMC consider the type of SEA routinely undertaken in primary care to be a QIA and these can be submitted as an example of QIA and there is no longer any minimum number of these to be submitted each year.

The difference between GMC level SEAs and other SEAs is also clarified in the [RCGP SEA toolkit](#).

Salaried GPs must, however, declare all GMC level SEAs in which they have been personally named or involved. They will need to include an analysis of each of these using a standard pro forma after discussion with colleagues including reflections and actions going forward.



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They also need to demonstrate awareness of how SEs are captured (and how they should be reported) in the organisations within which they work, across the whole of their scope of work.

GP significant events are normally discussed at practice meetings, however where salaried GPs are not invited to participate in these (contrary to best practice and GPC recommendations) it is acceptable to discuss significant events in a practitioner group or self-directed learning group. Where this is not possible the event can be discussed during the appraisal meeting itself after appropriate reflection on a suitable template.

#### *1.1.4. Patient feedback*

Patient feedback is a GMC requirement and may present challenges for salaried GPs. The following tips should help:

- experience has shown that completion of patient surveys often takes longer than expected and patient response rates are lower than average. For these reasons it is worth planning several months ahead, particularly if this is the last appraisal before revalidation
- salaried GPs need to use a tool which complies with the [GMC guidance](#) but the RCGP no longer specifies which tool should be used
- it is best practice to ask practice staff to distribute and collect questionnaires, something which salaried GPs may wish to include in their contract with the practice. Further information about this is provided in the [GMC's guidance on questionnaires](#)
- it is known from [GMC pilots](#) that patient satisfaction ratings are higher for doctors classed as the 'usual' doctor.

#### *1.1.5 Colleague feedback*

Colleague feedback can also present challenges.

Things to remember:

- Experience has shown that completion of colleague surveys often takes longer than expected. An important part of the process is filling own self-assessment forms as part of the colleague and patient surveys, so allow adequate time to do this.
- Salaried GPs need to ensure that the feedback includes colleagues from all their roles (ie the whole scope of practice).

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However, the RCGP guidance now offers greater flexibility over the choice of survey tool. For clinical colleagues salaried GPs can choose any GMC compliant tool but for non-clinical colleagues they can choose from a wider range to select the most useful tool for that non-clinical role.

- There is a need to reflect on the results of both the patient and colleague survey, ideally using one of the structured forms provided as part of the survey tool, and there is a need to consider what learning needs have arisen when the PDP (Personal Development Plan) is agreed.
- The latest RCGP guidance suggest that salaried GPs should reflect on some of the many other sources of feedback from their patients, including compliments, annually at their appraisal as patient groups have raised concern that a formal survey on a five yearly basis does not provide a sufficient 'patient voice'. Informal comments can be captured and submitted accompanied by adequate reflection. Submissions should not include any patient identifiable data.

### *1.1.6 Review of complaints and compliments*

Feedback is often provided by patients (and others) by way of complaints and compliments – this should also be reviewed as part of the appraisal process.

Things to remember:

- A complaint is 'a formal expression of dissatisfaction or grievance. It can be about an individual doctor, the team or about the care of patients where a doctor could be expected to have had influence or responsibility.'
- Complaints should be considered as another type of feedback, allowing a salaried GP to review and further develop their practice and to make improvements. [The RCGP revalidation guide](#) provides an outline of the elements to be covered when considering complaints.
- As with significant events, complaints are normally discussed at practice meetings.
- Salaried GPs should bring any compliments they have received to the appraisal, as these are just as important.

### 1.1.7 Other items

A salaried GP may be asked by their responsible officer to bring specific information to the appraisal, such as routine clinical governance information provided by their organisation, or the outcomes of an investigation or complaint. It is important to comply with such requests to ensure that a salaried GP should share their reflections on these items with their appraiser and that this can be captured in the appraisal summary.

## 1.2 Appraisal interview

The discussion, which normally takes between 1 and 2 hours, explores the evidence that the salaried GP has submitted and considers the development needs of the individual.

The discussion is confidential although there may be circumstances in which the appraiser must share information with others in line with their professional duties- where issues of patient safety are raised for example.

When in doubt the appraiser or the doctor may wish to discuss this with the appraisal lead, responsible officer or nominated deputy. At the end of the appraisal, the salaried GP and appraiser should:

- agree a new PDP. The plan should contain a list of personal objectives with an indication of the period of time in which items should be completed and how completion should be recognised. The PDP represents the main developmental output and it may be appropriate to combine this plan with any objectives arising from job planning and from other roles so that the doctor has a single development plan.
- agree a written summary of the appraisal discussion, including an overview of the supporting information and the extent to which the supporting information relates to all aspects of the doctor's scope and nature of work. It should also include the key elements of the appraisal discussion itself. It may also be helpful for the appraiser to record a brief agreed summary of important issues for the doctor in that year to ensure continuity from one appraiser to the next.
- the appraiser will also make a series of statements to the responsible officer that will, in time, inform the revalidation recommendation. They should discuss this with the salaried GP.

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**1.3 Appraisal during maternity leave**

If a salaried GP is to be on maternity leave they should discuss the timing of the appraisal with the appraisal lead in advance of taking maternity leave. Often a postponement or deferment is necessary but must be agreed in advance with the appraisal lead. The RCGP recommends adjusting the amount of required CPD to the time spent at work between 2 appraisals (for example if a period of maternity leave means that an appraise only has 6 months actually working between 2 appraisals it is reasonable to submit a CPD log containing 25 recorded credits of CPD. Other adjustments to the supporting information may be appropriate but must be discussed with the appraiser and appraisal lead. An appraisal shortly after a return to work has as its main aim supporting the doctor in returning to work. Where the timing of the appraisal is affected and it is the last appraisal before the revalidation recommendation the RO may recommend a deferment of the date of revalidation. This may also occur where the last interval between appraisals 4 and 5 is shortened allowing insufficient time to complete MSF for example.

**1.4 Appraisal during extended sick leave**

If a salaried GP is on long-term sick leave, they are not required to undergo an appraisal during this period and in any event need to be well enough to participate in the appraisal (even if not well enough to be back in clinical practice). The appraisal may need to be postponed and a new date set with the agreement of the doctor.

**1.5 Complaints about performance**

If any formal complaints have been lodged against the salaried GP, the appraiser should be made aware of this prior to appraisal. Such complaints should continue to be investigated in the normal way and outside the appraisal process.

**1.6 Concerns about performance**

Appraisal, for any performer, is not designed to identify concerns. However, during the appraisal discussion or following a review of appraisal documentation, concerns may become apparent. The appraiser has a professional responsibility to protect patients and to take appropriate action where a colleague's conduct, performance or health may be presenting a risk to patients. Where an appraiser has identified such a concern, they are required to report this to

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their RO who has a statutory duty to take appropriate action. That action may be supportive, for example, where the concerns relate to health, or may require further investigation.

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

### 1.7 Appeal mechanism

If during or following the appraisal the salaried GP has concerns about the appraiser, the way the appraisal is or was conducted or the outcome of the appraisal, they should take the following steps:

- in the first instance, raise the concerns with the appraiser
- if concerns still remain, raise these with the senior clinician/ clinical governance lead who should try to find an informal resolution to the problem through discussion and mediation
- if the problems cannot be resolved by taking the above steps, ask for the senior clinician / clinical governance lead or the chief executive to convene a panel meeting to consider this further.

### 1.8 Sources of further information

Most designated bodies have their own local procedure and guidance, which should tie in with the nationally agreed system, for dealing with NHS GP appraisal. Salaried GPs should therefore contact their designated body for details of this procedure.

BMA – [FAQ – what should I do if there is a conflict of interest](#)

England – [Appealing against appraiser allocation](#)

Scotland – [How do I change Appraiser on SOAR](#)

Northern Ireland – [Appraisal issues relevant to HSCB – GP appraisal, complaints and appeals](#)

Wales – [Revalidation Support Unit: GP Appraisal and CPD Complaints and Disputes Policy.](#)

### 1.9 Salaried GPs employed under the model salaried GP contract

#### 1.9.1 Preparation for appraisal

Under the model contract time must be set aside during a salaried GP's normal working hours for the salaried GP to prepare for NHS GP appraisal. Some aspects of appraisal preparation will be covered

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by the preparation of a personal development plan, which may be covered by general CPD activities during protected CPD time. However, the specific completing of appraisal forms is a separate activity and, according to the legal advice obtained, this is in addition to the protected CPD time of 4 hours (pro rata) per week.

### *1.9.2 Appraisal interview*

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

### *1.9.3 Cost of appraisal*

Salaried GPs should not be required to contribute financially for an NHS appraisal. Funding for appraisal for salaried GPs employed by a GMS practice is via an appraisal premium which is included in the practice's global sum (although it is recognised that the amount provided is minimal). Comparable arrangements should be in place for PMS practices.

## **1.10 Salaried GPs not employed under the model salaried GP contract**

Whether appraisal preparation and the interview itself is to be undertaken during normal working hours is a matter of negotiation between the salaried GP and the employer. The entitlements under the model contract may be considered as an example of good employment practice.

## **2. In-house performance review**

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

- examines the performance and achievements of the salaried GP against standards and goals which have been explicitly agreed at the creation of a new post or at the last performance review

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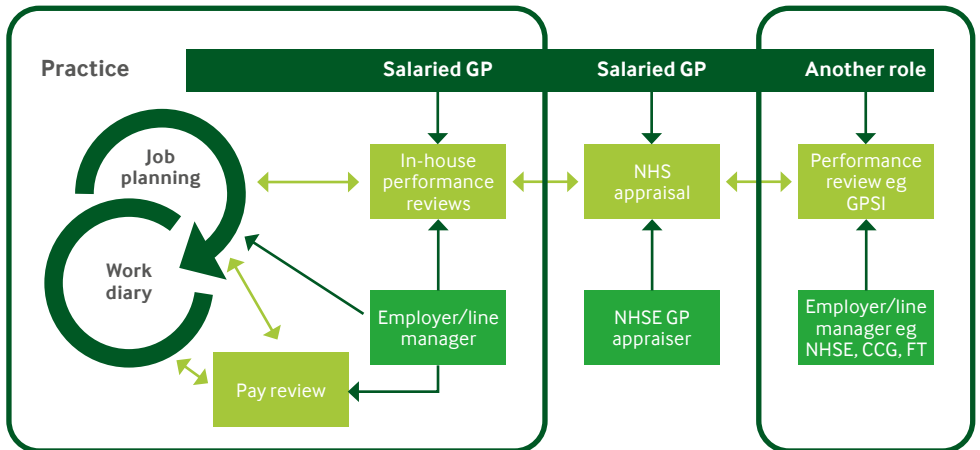
- identifies what areas of development the doctor needs to focus on over the next year, identify where the responsibilities lie for the goal (eg practice, individual, etc)
- can be linked to ongoing decisions about employment, pay or development of the doctor's role within the practice.

There is therefore some area of overlap with NHS GP appraisal, however the key differences between IHPC and NHS appraisal include:

- 'summative' emphasis (IHPR) versus "formative" (appraisal)
- in house (IHPR) versus external peer delivered (appraisal)
- the IHPC is linked to the employment situation (contract renewal, pay, promotion etc).

The following diagram explains the relationship between job planning, in house performance review, and NHS appraisal.

### Relationship between job planning, in-house performance review, and NHS appraisal



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In an employment context it is important to make an objective assessment of the progress, performance and value of an individual employee to an organisation particularly in the light of changing business pressure. Employers will need to ensure they are fair in this exercise and address important issues without falling foul of employment law and adversely affecting the employer-employee relationship.

Employees can use this opportunity to address ongoing factors which affect their work performance, productivity, satisfaction and stress at work and establish mutually agreed actions and plans for progress.

The following are example forms which can be used in preparation for the IHPR, as well as the agreed action plan to be completed at the end of the meeting. It is suggested that:

- the salaried GP completes form 1
- the practice's nominated appraiser (who should have some generic training in appraisal) completes form 2
- both form 1 and form 2 are submitted to the other party one week prior to the meeting
- both parties complete form 3 after the meeting.

### Form 1 – To be completed by the salaried GP

What do you think are the strengths of your work at this practice? How do you feel you contribute to this practice?	
What professional goals were agreed between you and the practice for the preceding year and to what extent have you achieved these goals?	
How would you like to see your role evolve within the practice?	
Which areas do you feel you need to develop further?	
What aspects of the working environment hold you back or adversely affect the quality of your work?	



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<p>How well do you feel your practice supports you in regard to:</p> <ul style="list-style-type: none"> <li>– getting peer support (opportunities for meeting with other clinicians both formally and informally)</li> <li>– education: accessing education both in house and through CPD entitlement outside the practice</li> </ul>	
<p>How well do you feel your practice supports you in regard to:</p> <ul style="list-style-type: none"> <li>– providing working hours/arrangement compatible with your responsibilities towards other dependants (work life balance).</li> </ul>	
<p>How well does your job plan support you in your role?</p>	
<p>Do you work within your contract hours?</p>	
<p>How do you rate your performance in these areas:</p> <ol style="list-style-type: none"> <li>1. Clinical knowledge Including Diagnosis, Clinical decision making, Treatment (including practical procedures), Prescribing, referrals within and outside the practice</li> <li>2. Medical record keeping</li> <li>3. Recognising and working within limitations</li> <li>4. Keeping knowledge and skills up to date</li> <li>5. Reviewing and reflecting on own performance</li> <li>6. Commitment to care and wellbeing of patients</li> <li>7. Communication with patients and relatives</li> <li>8. Working effectively with colleagues and wider team: delegation, handovers, contribution to meetings, understanding roles of others</li> <li>9. Effective time management</li> </ol>	

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**Form 2 – To be completed by the practice**

Strengths of your work at this practice and contribution made	
Progress made against last years' goals.	
<p>How do you rate your performance in these areas:</p> <ol style="list-style-type: none"> <li>1. Clinical knowledge Including Diagnosis, Clinical decision making, Treatment (including practical procedures), Prescribing, referrals within and outside the practice</li> <li>2. Medical record keeping</li> <li>3. Recognising and working within limitations</li> <li>4. Keeping knowledge and skills up to date</li> <li>5. Reviewing and reflecting on own performance</li> <li>6. Commitment to care and wellbeing of patients</li> <li>7. Communication with patients and relatives</li> <li>8. Working effectively with colleagues and wider team: delegation, handovers, contribution to meetings, understanding roles of others</li> <li>9. Effective time management</li> </ol>	

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**Form 3 – Agreed actions arising from IHPR**

These can include:

- revisions to job plan
- pay review: seniority, overtime etc
- support for development of new skills in line with new role or new area of practice business (eg student teaching, LARCS etc)
- peer or pastoral support to aid retention or morale, or manage stress
- BMA advice/ LMC advice.

	Action/or change planned	Person responsible	Date to be achieved
1			
2			
3			
4			

Signed

Salaried GP

Reviewer

Following meeting date for review if relevant weeks/months

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## Chapter 12

# Maternity leave and pay

This chapter sets out the statutory entitlements regarding maternity leave, and then goes on to give details of how this relates to salaried GPs.

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

### 1. Statutory entitlements

#### 1.1 Compulsory maternity leave

It is a statutory requirement that an employee must not be allowed to work during the 2 weeks following childbirth.

#### 1.2 Statutory maternity leave

##### 1.2.1 Entitlement to statutory maternity leave

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

##### 1.2.2 Notification requirements

An employee must provide advance notification by the end of the 15th week before the expected week of childbirth (EWC) of all of the following:

- the fact that she is pregnant
- the expected date of childbirth (which can be found on the MATB1 form provided by the employee's registered doctor or midwife to confirm that she is pregnant)
- the date she intends her maternity leave to start (which must be no earlier than the start of the 11th week before the EWC).

If requested by the employer, the above notification must be in writing and the employee must produce a certificate from a registered midwife or medical practitioner confirming the EWC.

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The EWC is a Sunday to Saturday. For assistance in calculating the notification dates and maternity leave start dates, please visit the following [BMA webpage](#) or [contact the BMA](#).

Within 28 days of receiving notification, the employer should confirm to the employee the start date of her maternity leave. If the employee wishes to change the start date of her maternity leave the employer must notify the employee of the new end date of her maternity leave within 28 days of the start of her maternity leave. If the employee's maternity leave is automatically triggered by pregnancy related sickness absence (or early birth) in the 4 week period before the EWC (see below) then the employer must confirm the new end date within 28 days of receiving notification of the absence or the birth.

If the employee wishes to change her date of return from maternity leave, 8 weeks' notice must be given to the employer.

### *1.2.3 Start of statutory maternity leave*

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

However, if the employee is absent from work wholly or partly due to pregnancy after the start of the 4th week before the EWC (or the child is born in that period) then her maternity leave will be triggered automatically and will begin on the day after her first day of absence or the day after the birth.

### *1.2.4 Returning from maternity leave*

If an employee takes only ordinary maternity leave (the first 26 weeks of maternity leave) and returns before the end of the ordinary maternity leave or combines maternity leave with a period of shared parental leave (see below) where the **total** leave is 26 weeks or less, the employee is entitled to return to their same job in which she was employed before her absence, unless a redundancy situation has arisen. If you are made aware of a redundancy situation please [contact the BMA](#). The employee will benefit from any improvements as if she had not been away (eg a pay rise).

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An employee who takes additional maternity leave (up to 52 weeks' leave in total with ordinary maternity leave) or has combined it with shared parental leave (see below) so the total leave is more than 26 weeks is generally entitled to return to the job in which she was employed before her absence. However, if it is not reasonably practicable for the employer to permit her to return to that job, she is entitled to return to another job which is both suitable for her and appropriate for her to do in the circumstances. However any alternative job must be on terms and conditions which are no less favourable than those under her previous job.

### 1.2.5 Shared parental leave

Shared Parental Leave (SPL) provides eligible parents with a statutory right that is designed to give parents more flexibility in how to share the care of their child in that first year following birth or adoption. Parents will have options in how they can share the leave entitlement, and they can decide to be off work at the same time and/or take it in turns to have periods of leave to look after their child.

Shared parental leave can be taken at any time in the first year following the child's birth/placement and allows for up to a maximum of 50 weeks' leave to be shared between partners.

Please note that it is mandatory for the woman giving birth to take 2 weeks' maternity leave after the birth. There are qualifying criteria and your employer may have their own policy on this matter. Employees should discuss how they want any SPL to operate with their individual employers. For more details please refer to the [BMA website](#) and/or [contact the BMA](#).

### 1.2.6 Enhanced Shared Parental Leave and Pay

All employees will have the right to take 52 weeks of maternity and / or adoption leave, or up to 52 weeks of shared parental leave (minus any maternity or adoption leave taken).

Employees can choose to end their maternity or adoption leave to access shared parental leave.

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**1.2.7 Eligibility for enhanced shared parental leave and pay**

Shared parental leave and pay can be taken at any time within one year from the birth or placement for adoption, providing two weeks' compulsory maternity or adoption leave has been taken first. This is currently available for salaried GPs in England, Scotland and Wales (which has SFE provisions for Health Boards to reimburse contractors for increased ESPL costs), with Northern Ireland currently in negotiations on the implementation of this provision.

An employee working full-time or part-time will be entitled to contractual shared parental leave pay if:

- i) they have **12 months' continuous service** (see chapter 12 section 3.5) with one or more NHS employers at the beginning of the 11th week before the expected week of childbirth, or at the beginning of the week in which they are notified of being matched with a child for adoption, or by the 15th week before the baby's due date if applying via a surrogacy arrangement;
- ii) they notify their employer of their wish to take shared parental leave and provide a minimum of eight weeks' notice, through the submission of a booking notification form or other local process, which will confirm:
  - a) their intention to take shared parental leave;
  - b) the date(s) they wish to access shared parental leave (noting that two weeks compulsory maternity or adoption leave must be taken by the mother or primary adopter before they can access shared parental leave);
  - c) that they intend to return to work with the same or another NHS employer for a minimum period of three months after their shared parental leave has ended;
  - d) that the mother or primary adopter has returned to work following maternity or adoption leave, or has provided the binding notice confirming that they intend to bring their maternity or adoption leave and pay entitlements to an early end.

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- iii) they confirm that the other parent meets the statutory “employment and earnings test” by being an employed or self-employed earner in the UK for a total of 26 weeks (not necessarily continuously) in the 66 weeks preceding the week the child is due to be born or matched for adoption. The individual must have earned at least an average of £30 (gross) a week in 13 of those 26 weeks (not necessarily continuously). This amount can be amended from time to time by the Secretary of State.

### 1.2.8 Accessing shared parental leave

In order to access shared parental leave employees will be required to complete the appropriate forms produced by ACAS and available on the Government website ([www.gov.uk/shared-parental-leave-and-pay/applying-for-leave-and-pay](http://www.gov.uk/shared-parental-leave-and-pay/applying-for-leave-and-pay)). As stated on the statutory forms, some employers may provide their own standard forms for employees to use. Employing organisations will need to be able to satisfy themselves that they have all the information necessary to offer this enhanced benefit.

Employing organisations may at their discretion require the individual to provide additional information on their circumstances where this is reasonable and necessary to determine entitlements.

It is the responsibility of the employee to ensure that all information provided is accurate. Where inaccurate information is provided that leads to overpayment of statutory or contractual entitlements, the employing organisation will have a right to reclaim any overpayment. Providing deliberately inaccurate information may also lead to the employing organisation taking disciplinary or other action against the employee.

### 1.2.9 Booking and varying shared parental leave

Shared parental leave and pay must be taken within one year of the birth of the child, or the date the child was placed with the family in cases of adoption.

Following notification of their intention to take shared parental leave, an employee should provide notice to book a period of leave. The minimum period of notice to book or amend a period of leave shall be eight weeks.



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An employee can provide up to three notices to book leave. This includes notices to vary a previously agreed pattern of leave.

Each of the three notices to book leave may include a single, continuous or discontinuous block of leave.

Requests for single blocks of leave cannot be refused.

Confirmed leave arrangements can be amended by the submission of a notice to vary the agreed period of leave. An employee can submit a notice to extend a period of leave, end it sooner than previously agreed or consolidate a number of discontinuous weeks into a single block of leave using a variation notice. Eight weeks' notice must be given but flexibility should be provided in the event of early and late births.

In instances where discontinuous periods of leave are requested, employers are not bound to agree the requested pattern. A two-week discussion period between the employee and employer will commence on the date the employee submits the booking notice. The review will look at the requested pattern of leave and discuss possible alternatives. In the limited circumstances where the employer refuses the requested pattern, they will explain the reason for the refusal. The employee cannot be prevented from taking the amount of leave they have requested within that notice, but the employer has authority over how and when it is taken.

In instances where a discontinuous period of leave has been refused and an alternative period has not been agreed during the discussion period, the total combined weeks' leave requested on that notice may be taken as a single continuous block. This should commence on a date specified by the employee but be no less than eight weeks from the date the original notice was provided to the employer. The employee has five days from the end of the two-week discussion period in which to confirm the date their leave will commence. In instances where the employee specifies no date, leave will commence on the start date of the first period of discontinuous leave that was originally applied for.

An employee is not entitled to withdraw a notice for a single continuous block of leave but may do so with the employer's express permission.

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An employee may withdraw their notice to book discontinuous blocks of leave within 15 days of submitting their notice providing an agreement has not been reached with their employer about when they will be absent from work. Once the 15th day has passed any changes to a period of leave must be made by using a variation notice and a minimum of eight weeks' notice must be provided.

If a notice is withdrawn it will not count towards the three booking notifications cap.

### 1.2.10 Confirming shared parental leave and pay

Following discussion with the employee, the employer should confirm in writing:

- i) the employee's paid and unpaid shared parental leave entitlements under the contract of employment (or statutory entitlements if the employee does not qualify under the contract of employment);
- ii) the confirmed leave pattern, including start and end dates, for each block of shared parental leave the employee and employer have agreed will be taken;
- iii) confirmation of the notification process and the required notice periods for instances where agreed blocks of leave need to be amended; and
- iv) the length of any period of accrued annual leave which it has been agreed may be taken following the end of shared parental leave (see chapter 9, section 2).

### 1.2.11 Shared parental leave pay

#### 2.2.11.1 Statutory shared parental leave pay (ShPP)

Eligible employees will be entitled to claim up to 37 weeks of statutory shared parental leave pay (ShPP), less any weeks of statutory maternity pay, maternity allowance or statutory adoption pay that has already been claimed by either partner. ShPP can be claimed following the birth or placement of the child, but not at the same time as the compulsory two weeks of leave following the birth or placement of the child. ShPP is paid at a rate set by the government each year.

### *2.2.11.2 Contractual shared parental leave pay*

The maximum joint entitlement of an eligible couple to contractual shared parental pay will be as set out below. The maximum entitlement will only apply where either parent has not already received statutory or contractual maternity pay, maternity allowance or statutory or contractual adoption pay in respect of the child. Where such pay (excluding pay during the compulsory two-week maternity/adoption leave period) has been received by either parent, the maximum joint entitlement set out below will reduce proportionate to the amount of maternity or adoption pay which has either been taken and paid to either parent, or notified as intending to be taken by either parent.

The maximum joint entitlement of an eligible couple is:

- i) for the first six weeks of absence the employee will receive full pay. Full pay is inclusive of any ShPP. The total receivable cannot exceed full pay;
- ii) for the next 18 weeks of absence the employee will receive half of full pay plus any ShPP. The total receivable cannot exceed full pay;
- iii) for the next 13 weeks, the employee will receive any ShPP that they are entitled to under the statutory scheme;
- iv) for the final 13 weeks, the employee will receive no pay.

The employing organisation will not pay more than 26 weeks, comprising 8 weeks' full pay (including the two weeks' compulsory leave) and 18 weeks' half pay, to employees accessing contractual maternity or adoption or shared parental pay in aggregate to an eligible couple. This is irrespective of whether one or both parents are employed by the employing organisation or the NHS, as shared parental leave and pay is a joint entitlement.

### *2.2.11.3 Calculation of contractual shared parental leave pay*

For the purposes of 6.5.2 full pay will be calculated using the average weekly earnings rules used for calculating ShPP entitlements, subject to the following qualifications:

- i) in the event of a pay uplift being implemented before the

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paid shared parental leave period begins, the shared parental pay should be calculated as though the pay award or new pay point had effect throughout the entire Statutory Shared Parental Pay calculation period. If such a pay award was agreed retrospectively, the shared parental pay should be recalculated on the same basis;

- ii) in the event of a pay uplift being awarded during the paid shared parental leave period, the shared parental pay due from the date of the pay award or new pay point should be increased accordingly. If such a pay award was agreed retrospectively the shared parental pay should be recalculated on the same basis;
- iii) in the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings, in accordance with the earnings rules for ShPP purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

Employees are also entitled to take a further 13 weeks as unpaid parental leave to bring the total for shared parental leave to 50 weeks.

### 1.2.12 Keeping in touch during shared parental leave

Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity, adoption, or shared parental leave, including:

- i) any voluntary arrangements that may help them keep in touch with developments at work and, nearer the time of their return, to help facilitate their return to work;
- ii) keeping the employer in touch with any developments that may affect their intended date of return.

To facilitate the process of keeping in touch, it is important that the employer and employee have early discussions to plan and make arrangements for "keeping in touch days" (KIT days), or "shared parental leave in touch" (SPLiT) days, before the employee's maternity leave, adoption leave, or shared parental leave takes place.

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To enable employees to take up the opportunity to work KIT and SPLiT days, employers should consider the scope for reimbursement of reasonable childcare costs or the provision of childcare facilities.

KIT / SPLiT days are intended to facilitate a smooth return to work for employees returning from maternity, adoption, or shared parental leave.

An employee may work for up to a maximum of ten KIT days without bringing their maternity or adoption leave to an end. Any days of work will not extend the maternity / adoption leave period.

An employee may work up to a maximum of twenty SPLiT days without bringing their shared parental leave to an end. Any days of work will not extend the shared parental leave period. This will enable employees on shared parental leave to work either continuously or on odd days without bringing an end to their shared parental leave and pay.

An employee may not work during the two weeks of compulsory maternity or adoption leave.

Work can be consecutive or not and can include training or other activities which enable the employee to keep in touch with the workplace.

Any such work must be by agreement and neither the employer nor the employee can insist upon it.

For KIT /SPLiT days worked the employee will be paid at their basic daily rate for the hours worked, less any occupational or statutory maternity / adoption / shared parental leave payments. If a KIT / SPLiT day is worked in the full pay period, the employer will make arrangements to ensure the employee receives a day of paid leave in lieu once the employee has returned to work. If a KIT /SPLiT day is worked on a day of leave in the half pay period, the employer will make arrangements to ensure the employee receives a half day of paid leave in lieu once the employee had returned to work. Working for part of any day will count as one KIT / SPLiT day.

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A risk assessment must be carried out for any employee who is breastfeeding and facilities may need to be provided. To ensure compliance with Workplace (Health, Safety and Welfare) Regulations 1992 employers must provide suitable rest facilities for workers who are pregnant or breastfeeding. Facilities should be suitably located and where necessary should provide appropriate facilities for the new or expectant mother to lie down. The NHS Staff Council Health Safety and Wellbeing Partnership Group have published further guidance on workplace health and safety standards.

**Other issues to consider covering:**

- Returning to work
- Returning on flexible working arrangements
- Failure to return to work
- Fixed term contracts
- Pay progression
- Annual leave and public holidays
- Employees not returning to NHS Employment

**1.3 Statutory maternity pay****1.3.1 Entitlement to statutory maternity pay**

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

- they have worked continuously for their employer for at least 26 weeks ending with the qualifying week, which is the 15th week before the EWC
- their average weekly earnings in the 8 weeks up to and including the qualifying week (or the equivalent period if they are paid monthly) have been at least equal to the lower earnings limit for national insurance contributions, which is currently £112.00 per week
- they are still pregnant 11 weeks before the start of the EWC (or

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- have already given birth)
- they have given their employer 28 days' notice of the day they intend to start their maternity leave (or if that is not possible they have given as much notice as is reasonably practicable)
- they supply a certificate (usually a MATB1) confirming the date of her EWC. This should be given to the employer before birth, or if that is not possible no more than 3 weeks after the birth and should that not be reasonably practical then as soon as is reasonably practical; and
- they have ceased work.

The following rates of SMP apply:

- 90 per cent of average weekly earnings (before tax) for the first 6 weeks
- £151.20 or 90 per cent of your average weekly earnings, whichever is lower for the next 33 weeks.

### *1.3.2 Entitlement to fringe benefits during maternity leave*

During the 52 weeks of maternity leave, employees are entitled to the benefit of all terms and conditions of employment which would have applied had she not been absent, except for any term or condition about remuneration. If you have any queries about the continuation of benefits and if they would be considered part of the remuneration or a non-cash benefit you please contact the BMA.

### **1.4 Annual leave entitlements**

See [chapter 9](#), section 2 for details of how annual leave accrues during maternity leave.

### **1.5 Contact during maternity leave and KIT days**

An employer may make reasonable contact with an employee during her maternity leave. This contact can be used for keeping the employee informed of important developments at work (eg promotion opportunities). It is good practice to discuss with the employee before she goes on maternity how much contact she may like and how this contact should occur. In addition an employee may work for her employer for up to 10 days, referred to as Keeping in Touch (KIT) days, during her maternity leave without bring her maternity leave period to an end. The rate of pay is a matter for agreement between the employee and the employer and should be

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agreed before any work is undertaken if it is not already set out in the employers' policies.

For further information on contact during maternity leave and KIT days please [contact the BMA](#).

## 2. Improving statutory provisions

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

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

### 3.1 General Whitley Council (GWC) Handbook provisions

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

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

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

### 3.2 Maternity leave under the model contract

In line with the statutory requirements, a salaried GP is entitled under the model salaried GP contract to 12 months of maternity



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leave.

### 3.3 Maternity pay under the model contract

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

- for the first eight weeks of absence, full pay less any SMP or Maternity Allowance (MA) receivable
- for the next 14 weeks, half of full pay plus any SMP or MA receivable provided the total amount does not exceed full pay
- the next 17 weeks at SMP or MA (assuming the employee has qualified for the same). The GWC only provides for a further 4 weeks of SMP or MA, as that was the statutory provision at the time. However the statutory entitlement is now to a total of 39 weeks' pay, leaving an entitlement to 17 weeks statutory pay following the payment of full and half pay set out above. The statutory entitlement will take precedence over GWC.

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

To receive the above benefits the salaried GP must provide the employer with the following notification requirements:

- of her intention to take maternity leave
- of the date she wishes to start her maternity leave
- that she intends to return to work with the same or another NHS employer for at least three months after her maternity leave has ended (for more information on this please check 3.7.1.)
- a MATB1 form from her midwife or GP giving the expected date of childbirth. Such notification must be provided before the end of the 15th week before the expected week of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter).

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

### 3.4 Improving the maternity pay terms

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

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

This is more advantageous in that it provides an extra 4 weeks at half of full pay plus any SMP or MA that is due. Salaried GPs employed under the model contract and their employers may wish to renegotiate an improvement in their maternity terms to reflect this more favourable provision.

Please also note that 2015 saw the introduction of the option to share parental leave and shared parental pay. There are qualifying criteria and employees should discuss with their employers how they would wish this option to operate. Further details can be found on the [BMA website](#) or by contacting the BMA. The duration of shared parental pay is the equivalent to the statutory maternity provisions of SMP for 39 weeks.

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

The BMA's legal view is that paragraph 1.7 of the model salaried GP contract means that for the purposes of calculating contractual maternity pay, periods of NHS employment include all periods of employment within the NHS and in most GP practices. However this has not been tested in a court of law so it is not possible for anyone to give a definitive view on this. It is recommended that you contact the BMA for advice on the specific circumstances.

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**3.6 Entitlements to contractual benefits**

As with the statutory entitlement, under the model contract the salaried GP is entitled during the 52 weeks of maternity leave to all of her contractual rights (except remuneration which is covered by the arrangements set out above). If you have any queries about the continuation of benefits and if they would be considered part of the remuneration or a non-cash benefit you should contact the BMA for further advice.

**3.7 Requirement to return to work after maternity leave to keep contractual maternity pay**

It is a requirement of keeping the contractual maternity pay that the salaried GP must return to work for a minimum period of 3 months after her maternity leave has ended (either for her employer or another NHS employer) within 15 months of the beginning of her maternity leave. Failure to do so will mean that the salaried GP is liable to refund the whole of her maternity pay, less any SMP, received.

If a salaried GP cannot return to work due to ill health then they must advise their employer and submit sick notes from the date they were due to return and normal sick leave provisions will apply.

**3.7.1 Returning to another practice**

It has been a grey area as to whether a salaried GP who goes on maternity leave and returns to another GP practice would be required to repay her maternity pay, less any SMP, to her original employer. The BMA's legal advice is that the wording of the model salaried GP contract (reading paragraph 1.7 of the model contract and the GWC maternity provisions together) is likely to mean that if a salaried GP goes on maternity leave and returns to another GP practice or NHS employer then she is entitled to retain her full maternity pay from her original employer.

**3.7.2 Fixed Term Contracts**

In line with Section 6 of Whitley those on a fixed term contract where there is no right of return to be exercised because the contract would have ended if pregnancy or childbirth had not occurred will not be subject to the repayment provision set out at 3.7 above KIT.

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Employees subject to fixed term contracts which expire after the 11th week before the EWC and who satisfy the eligibility criteria shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave.

### *3.7.3 Keeping in touch and Return to Work*

The employer may make contact with the employee (and vice versa) while she is on maternity leave, as long as the amount and type of contact is not unreasonable, to discuss a range of issues (eg her plans for returning to work), to keep her informed of important developments in the workplace etc. The employee should be informed of any relevant promotion opportunities or job vacancies that arise during maternity leave.

As detailed above under the statutory provisions, the employee can do up to 10 days' work under her contract of employment, known as keeping in touch days, as long as both she and her employer have agreed for this to happen, and agreed on what work is to be done and how much she will be paid for it. The employee will continue to receive SMP for the week in which a keeping in touch day is worked. The employee cannot be forced to work during her maternity leave. Exercising the option of the 10 KIT days will not bring the maternity leave period to an end and will not extend the duration of the maternity leave period.

The BMA believes that it is good practice to return to work following maternity leave within an organised and pre-determined induction period, which could include a reduced workload and to gradually build up to the levels of work pre maternity leave

### **3.8 Variation to working hours**

Section 6 of GWC makes reference for the need for NHS employers to consider appropriately any request by the employee to reduce their hours. GP employees will in any case be entitled to make a statutory request for flexible working (whether that be reduced hours or a different way of working) under the statutory flexible working process. Further details in relation to that process are set out at section 1.2 [chapter 8](#) of this handbook.

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The BMA recommends that in the first instance you may wish to discuss the basis of any return with your employer, long enough before your intended due date to allow a reasonable discussion and if necessary for you to undertake the statutory process.

Please [contact the BMA](#) for further help or guidance.

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

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

#### **5. Locum reimbursement to the practice**

##### **5.1 Reimbursement available to a GMS practice**

Under the SFE (statement of financial entitlements), all practices will be entitled to reimbursement of the cost of GP locum cover while its salaried GP (a performer) is on ordinary or additional maternity leave, paternity leave or ordinary or additional adoption leave.

The maximum amount of locum reimbursement available for 2018-19 is £1,143.06 for the first two weeks and £1,751.52 thereafter for up to 26 weeks or the actual costs, whichever is the lower. Although the commissioning body is able to use its discretion to reimburse more.

This reimbursement will cover both external locums and cover provided by existing GPs within the practice who do not already work full time.

Practices are advised to inform their commissioning body in advance of the pending maternity, paternity or adoption leave and to seek confirmation of the level of reimbursement available.

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**5.2 Reimbursement available to non-GMS practices**

PMS practices should have the benefit of reimbursement (for both external locums and cover provided by existing GPs within the practice who do not already work full time) included in their contract for services. It is important for the practice to check the contract, including the extent and level of reimbursement available. Practices should [contact the BMA](#) for advice if the contract is unclear.

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## Chapter 13

### Adoption leave and pay

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

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

#### 1. Statutory adoption leave and pay

##### 1.1 Entitlement to statutory adoption leave

The statutory scheme for adoptions applies to adoptions where:

- the child is matched with the parents for adoption by an adoption agency
- foster parents who are approved for adoption
- parents of a child born to a surrogate mother who apply for a parental order (at least one of the parents must have supplied the genetic material for the child).

There remains no right for statutory adoption leave in private adoptions, for step parents that adopt their step children or parents who have a child with the help of a surrogate but who have no right to a parental order. Special provisions also apply for those adopting from overseas. If any of these situations arise salaried GPs should [contact the BMA](#) to discuss if there are any alternate rights such as a contractual right or if there are any other statutory leave entitlements that may be applicable.

As with statutory maternity leave there is no minimum service criterion to qualify for statutory maternity leave. Where a couple adopt a child, only one person (male or female) can be regarded as the 'adopter'. The other (male or female) may be eligible to claim statutory paternity leave and pay, or shared parental leave.

For further information on shared parental leave and enhanced shared parental leave, see [chapter 12](#) section 1.2.5 and section 1.2.6

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Again as with statutory maternity leave those who are eligible can take 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave, given a potential total entitlement to 52 weeks leave.

An employee that qualifies for adoption leave must comply with various notification requirements. These are that no more than 7 days after the date on which the employee has been told of the match they should advise the employer of the date on which they expect the child to be placed with them and the date on which they intend to start their adoption leave. This date must either be the date of placement or a date no more than 14 days before placement date. This notice must be given in writing to the employer and the employer is obliged to provide within 28 days the date on which the adoption leave will end. The employer may ask for certain documents to confirm the adoption. For further details regarding this please [contact the BMA](#).

For those adoptions involving a surrogacy arrangement (see above) the notification requirements are slightly different. The employee must on or before the 15th week before the EWC give notice to the employer that they intend to take statutory adoption leave starting the week of the baby's birth. Further as soon as is reasonably practical after the child's birth they must confirm the date the child was born. The employee's period of adoption leave will begin on the date the child is born or the day after should the employee be at work that day. Notice must be given in writing if requested by the employer. Again the employer must confirm within 28 days of the notice the date on which the adoption leave will end. The employer is also entitled to ask for evidence of the adoption in the form of a parental statutory declaration.

### 1.2 Returning from adoption leave

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



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If the adopter wishes to change the date of return, at least 8 weeks' notice must be given to the employer.

### 1.3 Statutory adoption pay

For those who are eligible for statutory adoption leave, there is an entitlement to Statutory Adoption Pay (subject to an average weekly earnings of £113 or more) and this is payable for up to 39 weeks. The weekly amount is:

- 90 per cent of the employee's average weekly earnings for the first 6 weeks
- £140.98 or 90 per cent of the employee's average weekly earnings (whichever is lower) for the next 33 weeks

As with statutory maternity pay employees should continue to receive all not-cash benefits throughout their adoption leave. Tax and National Insurance will be deducted.

### 1.4 Enhanced Shared parental leave and pay

Please note that the provisions of (insert here where enhanced shared parental leave and pay will be placed in the handbook) apply to adoption parents. Further information is enclosed in the above section of the handbook.

## 2. Adoption leave and pay for salaried GPs employed under the model salaried GP contract

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

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

However, Schedule 29 (paragraphs 18 to 26) of the consultant 2003 hospital doctor terms and conditions provides improvements upon the GWC handbook provisions. Schedule 29 mirrors the hospital

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doctor maternity provisions which provide increased pay above the GWC maternity pay provisions as explained in [chapter 12](#), section 3.4. However, there is also a requirement for the adopter to have 12 months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. Schedule 29 of the 2003 terms and conditions for consultants (England) is replicated at [appendix E](#).

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

Both the GWC Handbook and Schedule 29 provide leave to those adopting a child who will have primary carer responsibilities for that child.

If any of the contractual terms are less favourable than then statutory minimum detailed above then the statutory term will prevail, assuming the employee meets the relevant qualifying criteria for the statutory entitlement.

### **3. Adoption leave and pay for salaried GPs not employed under the model salaried GP contract**

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

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

- Section 7 of GWC Handbook: This provides adoption leave and pay on the same basis as maternity leave and pay set out in the maternity section 6 the GWC Handbook. It therefore recognises continuous NHS service as an employee. See [chapter 12](#), section 3.5 for more details. Section 7 is reproduced at [appendix D](#).
- Schedule 29, paragraphs 18 to 26 of the consultant 2003 hospital doctor terms and conditions: This mirrors the hospital doctor maternity provisions which provide increased pay above the GWC

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maternity pay provisions as explained in [chapter 12](#), section 3.4. However, there is also a requirement for the adopter to have 12 months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. Schedule 29 is reproduced at [appendix E](#).

It is good employment practice for employers to offer enhanced adoption pay provisions.

## 4. Locum reimbursement to the practice

### 4.1 Reimbursement available to a GMS practice

Under paragraph 9 of the SFE (statement of financial entitlements) a GMS practice is entitled to apply to its commissioning body for locum reimbursement while its salaried GP (a performer) is on adoptive leave. The amount of locum reimbursement is for 2018/19 the lower of:

- £1,143.06 for the first two weeks and £1,751.52 for weeks three to 26
- the actual invoiced costs during that period.

The commissioning body is able to use its discretion to reimburse more. This reimbursement is available if the practice hires a locum GP to cover the work of the salaried GP on adoptive leave and is intended to cover also provided by GP already working within the practice but who do not work full time. Practices are advised to inform their commissioning body in advance of the pending adoptive leave and to seek confirmation of the level of reimbursement available.

### 4.2 Reimbursement available to non-GMS practices

It is expected that PMS practices will have the benefit of locum reimbursement included in their contract. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should [contact the BMA](#) for advice if the contract is unclear.

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## Chapter 14

### Paternity leave

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

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

#### 1. Statutory paternity leave and pay

##### 1.1 Entitlement to statutory paternity leave and pay

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

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

Paternity leave is for 1 week or 2 consecutive weeks, it cannot start before birth, and it must end within 56 days of the birth.

Statutory paternity leave cannot be taken after a period of shared parental leave (see [chapter 12](#)) in respect of the same child.

##### 1.2 Notification requirements

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

###### 1.2.1 Notification in the case of a birth

Employees must inform the employer in writing by the 15th week before the EWC (expected week of childbirth), or as soon as reasonably practicable, of each of the following:

- the EWC
- whether 1 or 2 consecutive weeks' paternity leave will be taken
- the date the employee wishes the leave to start.

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### *1.2.2 Notification in the case of adoption*

Employees must give their employer written notice of their intention to take paternity leave by giving details of the following:

- the date of notification of adoption
- the date of the expected placement of the child with the adopter
- whether the employee will take 1 or 2 consecutive weeks' leave
- the date on which the leave will commence.

This notification must be made within 7 days of receiving official notification of a match with a child.

In addition (in both birth and adoption cases) the employer can require the employee to provide a signed declaration confirming that the leave is being taken to care for the child or support the child's mother and that the employee satisfies all the required eligibility criteria.

The employee must also, as soon as is reasonably practical after the birth or placement of the child, confirm to the employer the birthdate of the child or the date the child was placed for adoption.

### **1.3 Returning from paternity leave**

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

If any concerns arise with regard to a salaried GP's return or is thinking of taking any additional statutory leave along with paternity leave they should consult the BMA to discuss if there is any impact on the right to return to the same role.

### **1.4 Statutory paternity pay**

For employees who meet the qualifying criteria (as set out in 1.1 above), and provide the requisite notice and evidence (as set out in 1.2 above) statutory paternity pay will be payable for the 1 or 2 consecutive weeks leave at the flat rate weekly payment of £148.68, or 90 per cent of the employee's average weekly earnings if that is less than the flat rate. Paternity pay will be paid the same way as the employee's wages, and tax and National Insurance will be deducted.

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## 2. Entitlement to fringe benefits during paternity leave

During paternity leave employees are entitled to all fringe benefits granted under their employment contract (eg CPD entitlements under the contract).

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

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

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

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

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

Whether the GWC handbook or Schedule 29 of the consultants' terms and conditions are incorporated, the salaried GP is required to give the employer at least 28 days' notice before the leave is due to start.

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

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

Improvements could be achieved by adopting either:

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

These adoptions could be achieved by referring to the new section 7 of the GWC handbook or Schedule 29 of the hospital terms and conditions, and/or replicating the provisions of the relevant section in the written contract of employment.

It is good employment practice for employers to offer enhanced paternity leave and pay provisions.

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## 5. Locum reimbursement to the practice

### 5.1 Reimbursement available to a GMS practice

Practices are entitled to reimbursement of the cost of GP cover for certain types of statutory leave – that is maternity/paternity/adoption leave.

Reimbursement is the lower of:

- £1,143.06 for the first 2 weeks
- the actual invoiced costs during that period.

Reimbursement is intended to cover external locums and cover also provided by GPs already working within the practice (existing employees or partners) but who do not work full time.

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

### 5.2 Reimbursement available to non-GMS practices

It is expected that PMS practices will have the benefit of locum reimbursement included in their contract for services. It is important for the practice to check the contract, including the extent and level of locum reimbursement available. Practices should [contact the BMA](#) for advice if the contract is unclear.



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## Chapter 15

### Other family friendly leave

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

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

#### 1. Parental leave

##### 1.1 Statutory parental leave

###### *1.1.1 Eligibility for statutory parental leave*

Parental leave is available to both parents.

To be eligible for statutory parental leave, the employee must have at least one year's continuous service with their current employer when they apply for the leave. In addition, the employee must have parental responsibility for a child which is aged under 18 years.

###### *1.1.2 Length of parental leave*

If the above eligibility criteria are met, then the parent will be entitled to 18 weeks leave per child. This must be taken in blocks of a week or multiples of a week rather than individual days, unless the employer agrees otherwise or the child is disabled. Each parent can take up to 4 weeks of leave for each child in a year and they can take it at any time up to the child's 18<sup>th</sup> birthday. A week is based on an employees working pattern.

###### *1.1.3 Unpaid parental leave*

Statutory parental leave is unpaid.

###### *1.1.4 Notification requirements*

The employee must provide the following notice to the employer:

- the date the leave will start
- the date the leave will end.

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This must be given to the employer at least 21 days before the date they wish the leave to start. For parental leave to be taken immediately following the birth or adoption of the employee's child 21 days' notice must normally be given before the expected week of childbirth or placement and specify the expected week of childbirth and the length of leave required.

If requested by the employer, the employee must also provide evidence of:

- the child's age
- proof of having responsibility for the child.

#### *1.1.5 Employer's right to delay the period of parental leave*

The employer can generally postpone the period of parental leave requested by the employee by up to 6 months of the requested start date. This is only possible if the employer's business will be unduly disrupted by the leave. Before postponing the leave the employer must consult with the employee over the date to which the leave should be postponed and give notice to the employee in writing (within 7 days of the employee's request) of the reason for the postponement and the new beginning and end dates of the period of leave that the employer will permit the employee to take. The employer is not entitled to change the amount of leave being requested.

However a postponement is not possible where parental leave is to be taken immediately after birth or adoption, or the employee would no longer qualify for parental leave.

#### *1.1.6 Parental leave and annual leave*

Parental leave does not affect an employee's entitlement to accrue (statutory) paid annual leave.

#### *1.1.7 Shared parental leave*

Shared parental leave is a different statutory right to parental leave. Further details regarding shared parental leave can be found at [chapter 12](#).

### **1.2 Parental leave for salaried GPs employed under the model salaried GP contract**

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

Section 7 provides unpaid leave for those with 12 months' NHS service and is available for those who have nominated caring responsibility for a child under the age of 14 (or 18 in cases of adoption or disabled children). As the statutory right is now up to the age of 18 for all children this will take precedence over section 7.

Section 7 also refers only to 'NHS service'. There is no mention of this being with one employer or that it has to be continuous. Accordingly it may be possible to argue, that given the wording of paragraph 1.7 of the model offer letter, this should mean that the salaried GP's previous service as an employee within primary care and NHS employer should be taken into account in determining the required 12 months' service for parental leave and that such service as an employee may be aggregated to meet the 12 months' eligibility criterion.

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

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

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

It is possible for the statutory provisions to be improved upon as part of the contract of employment.

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

## 2. Time off to deal with emergencies

### 2.1 Statutory right to time off to deal with emergencies

#### 2.1.1 Eligibility criteria and details of the right

There is a statutory right for all employees regardless of length of service to be entitled to a reasonable amount of time off work to:

- provide assistance to a dependant which falls ill, gives birth, is injured or assaulted
- make arrangements for the provision of care for a dependant
- deal with events in consequence of the death of a dependant
- deal with the unexpected disruption termination/ breakdown of arrangements of the care of the dependent
- deal with an unexpected incident which involved the employee's child during school hours.

A dependant could be a spouse, civil partner, child, parent or someone who depends on the employee for care. Such reasonable time off is only to deal with an immediate crisis and/ or an unexpected event. What is a reasonable amount of time off depends on individual circumstances however guidance suggests that it should only be for a short period to deal with an emergency situation that was not anticipated by the employee.

#### 2.1.2 Notification requirements

The employee must inform the employer of the following as soon as reasonably practicable:

- the reason for absence
- how long the absence will (or is likely to) last.

#### 2.1.3 Employer's right to delay

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

#### 2.1.4 Unpaid time off

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

### 2.2 Time off to deal with emergencies for salaried GPs employed under the model salaried GP contract

The model salaried GP contract states that the provisions of section 12 of the General Whitley Council Handbook shall apply. However,

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section 12 was replaced by a new section 7 (as noted in AL (GC) 1/2000), and that section 7 was subsequently revised (AL (GC) 1/2003). The new and revised section 7 of the GWC Handbook is replicated at [appendix D](#).

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

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

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

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

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

- the relevant part of the new section 7 of the GWC Handbook (as in the model salaried GP contract). The provisions of this are explained in section 2.2 above.

Section 7 of the GWC Handbook (with the relevant parts being paragraphs 1.4 and 2.18 to 2.24 on leave/time off for domestic reasons) is at [appendix D](#).

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- Schedule 29 of the hospital consultants' 2003 terms and conditions. This provides an expectation that the short periods of time off will be paid. It also provides a wide definition of a dependant, so that it includes someone who is married to, or is a partner or civil partner of the employee, or 'a near relative' or someone who lives at the same address as the employee.

A relative for this purpose includes parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency. Schedule 29 of the hospital terms and conditions is at [appendix E](#).

Either of the above provisions could be incorporated into a salaried GP's employment contract by reference to it in the contract or by replicating the text of the section in the contract. The ideal for the salaried GP would be to incorporate the relevant parts of Schedule 29 of the consultants' terms and conditions. The incorporation of either could be achieved by referring to the relevant section of the external document or replicating the provisions of that section in the contract.

### 3. Flexible working

#### 3.1 Statutory right to request flexible working

All employees have a right to request to work flexible hours if at the time of their request they have been employed by their current employer for at least 26 weeks. For further information on the statutory process for flexible working please see [chapter 8](#).

Flexible working rules are slightly different for [Northern Ireland](#).

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## Chapter 16

### Sick leave and pay

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

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

#### 1. Sick leave and annual leave

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

#### 2. Statutory sick pay

##### 2.1 Eligibility criteria

All employees are entitled to at least SSP (statutory sick pay) from their employer provided that they earn £118 a week or more on average (before tax). It is not possible to claim SSP at the same time as statutory maternity pay, maternity allowance, or statutory paternity or adoptive pay. SSP is also not payable if the employee is in legal custody, is taking part in trade union action or was receiving incapacity benefit in the eight weeks prior to the illness.

##### 2.2 Amount of payment

SSP is payable from the fourth day of any period of sickness, including weekends and bank holidays. It is then paid for every day that the employee would normally be working for up to a maximum of 28 weeks. The SSP rate is £94.25 per week.

The up-to-date rates are available on the HMRC website and can be accessed [here](#).

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### 2.3 Notification requirements

To receive SSP, the employee must inform the employer that they are sick within seven days after they first became ill. If the employee does not inform the employer straight away, then SSP payment can be withheld for the period of the delay.

There is no requirement for the employee to provide medical evidence when they first become sick. However, the employer may ask for a sick note from the employee's doctor or hospital if an employee is off sick for more than 7 days (including weekends and bank holidays). This time may be extended during a flu pandemic.

While the above provisions are the requirements for SSP, the employee's contract of employment may provide more stringent notification requirements which the employee must comply with in order not to breach the contract and/or potentially allow them to qualify for any enhanced contractual sick pay that may be payable under the contract of employment.

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

### 3.1 Sick pay allowances

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

The model contract states:

'A practitioner absent from duty owing to illness, injury or other disability shall... be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Hospital Conditions of Service.'

The hospital terms and conditions of service can be located [here](#).

This gives the salaried GP the following sick leave allowances:

- during the first year of NHS service: one month's full pay and (after completing four months' service) two months' half pay
- during the second year of NHS service: two months' full pay and two months' half pay
- during the third year of NHS service: four months' full pay and



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- four months' half pay
- during the fourth and fifth years of NHS service: five months' full pay and five months' half pay
- after completing five years of NHS service: six months' full pay and six months' half pay.

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

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

- an overseas rotational appointment
- an overseas appointment which is considered by the Postgraduate Dean or College or Faculty Adviser in the specialty concerned to be part of a suitable programme of training
- voluntary service and during that time the doctor did not undertake any other work outside the NHS, apart from limited or incidental work during the period of the training appointment or voluntary service; and
- there has been no unreasonable delay between the training or voluntary service abroad ending and the commencement of an NHS service post.

'NHS service' means any work undertaken for an NHS England Area Team, a Local Health Board in Wales, a Health and Local Care Board in Northern Ireland, an NHS Board in Scotland, and in an NHS hospital. In addition, paragraph 1.7 of the model contract notes that NHS employment includes the total of the periods during which the practitioner provided or performed primary medical service. What this amounts to has not yet been tested in a court of law, however the BMA's legal view is that this wording can be interpreted as meaning that such work counts as previous service for the purpose of calculating continuous NHS service. Employers and employees are advised to [contact the BMA](#) with questions as to how continuity of service is calculated at the earliest opportunity.

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**3.3 Notification requirements**

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

If the sickness absence continues for more than 3 days, the salaried GP must submit a self-certificate statement of the nature of the illness within the first 7 days of absence.

If the sickness continues beyond the first 7 days, further statements must be submitted to cover this absence, although these should not normally be required more often than once every 7 days. Unless the employer otherwise sets out, these statements should be medical certificates completed by a doctor, other than the sick salaried GP.

If the sick salaried GP is entering a hospital or similar institution for their illness, then they must submit a doctor's statement on entry and on discharge rather than periodical medical certificates. However, if the period of absence is 7 days or less then the salaried GP may submit a self-certificate.

**3.4 Improving the sick pay arrangements under the model contract**

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

**4. Sick pay for salaried GPs not employed under the model salaried GP contract**

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

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## 5. Locum reimbursement to the practice

### 5.1 Reimbursement available to a GMS practice

When a salaried GP or GP partner is absent from the practice due to a period of sickness leave the practice is eligible to receive funding towards the cost of cover for that GP.

For the purposes of this the GP must be absent for longer than 2 weeks before reimbursement of costs will be paid. There are no stipulations regarding the type of illness/injury and there are no medical exclusion criteria. The only requirement is that the GP who is absent because of sickness would be expected to provide a fit note.

Cover for the absent GP can be provided by either an external locum or another GP already employed within the practice, provided that individual is not already working full time.

After the first two weeks of absence practices are eligible to receive up to a maximum of £1751.52 per week for each of weeks 3 to 28. Thereafter, the maximum amount payable is £875.76 per week for each of weeks 29 to 54. If the full cost of the locum is lower than this maximum then the practice will receive the invoiced amount.

Practices should submit costs incurred to their commissioning body at the end of month. Payment should then be made to the practice at the end of the same day that the practice receives its next global sum monthly payment.

Commissioners will take into account any previous costs claimed for the absent GP within the same time financial year when calculating the number of weeks for which further payment can be claimed. For example, if a GP was on sick leave for 6 weeks during May/June and then had a further sickness related absence in December, the 4 weeks of reimbursements claimed earlier in the year would be deducted from the 52 week annual total.

Joint FAQs can be found on the [NHS Employers website](#).

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**5.2 Reimbursement available to non-GMS practices**

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

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## Chapter 17

# Termination of employment

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

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

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

This chapter covers:

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

### 1. Termination by mutual agreement

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

Termination by mutual agreement is not regarded as a dismissal.

### 2. Resignation

If an employee genuinely resigns, then this is not a dismissal. The employee must give one week's notice to the employer, unless the contract of employment states the employee must give a longer

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period of notice. The model salaried GP contract states that the minimum period of notice by an employee is three months. Resignation is not regarded as a dismissal.

### 3. Ending of a fixed term contract

A fixed term contract is one which terminates on either:

- a specific date or after a specified amount of time
- the completion of a particular task
- the occurrence (or non-occurrence) of an event.

Also if the fixed term contract is terminated prematurely then payment in lieu of lost wages may be available.

Ending of a fixed term contract **is** regarded as a dismissal: see [chapter 18](#).

### 4. Dismissal of the employee with notice

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

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

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

The employee may be paid in lieu of notice where this is provided for in the contract of employment. Where the contract does not refer to pay in lieu of notice, the employer should only provide this after seeking advice since it could have adverse implications. The model salaried GP contract allows payment in lieu of notice.

Dismissal with notice **is** regarded as a dismissal: see [chapter 18](#).

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## 5. Termination without notice ('summary dismissal')

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

Summary dismissal **is** regarded as a dismissal: see [chapter 18](#). Under the model salaried GP contract, the salaried GP can be dismissed forthwith (and in line with the employer's employment procedures) if either:

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

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

## 6. Termination due to frustration

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

Due to the potential difficulties for employers in proving frustration further advice on this should be sought from the BMA.

## 7. Constructive dismissal

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

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

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

## 8. Redundancy

Redundancy is regarded as a dismissal: see [chapter 19](#).



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## Chapter 18

### Employment protection

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

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

#### 1. Claims against dismissal

The two main claims that may be brought by an employee against an employer following a dismissal are wrongful dismissal and/or unfair dismissal. Salaried GPs that are engaged on a different basis (that is not an employee) may have contractual claims depending on the terms of the contract entered into. You should seek advice for the BMA if you have any concerns in relation to your status or rights on termination.

#### 2. Wrongful dismissal

##### *2.1.1 Definition of wrongful dismissal*

Wrongful dismissal occurs when there has been a breach of contract by the employer, normally where the employer dismisses the employee without notice or with inadequate notice, when the employer has no entitlement to do so.

The amount of notice required will be as set out in the contract of employment, and must be at least the statutory minimum as explained in [chapter 17](#), section 4. Where there is a fixed-term contract and no notice period is stated in the contract, then the employee may be entitled to payment for the unexpired period of the fixed term.

##### *2.1.2 Eligibility to bring a claim for wrongful dismissal*

There is no qualifying period of service for an employee to bring a claim of wrongful dismissal.

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If the claim is to be brought in the Employment Tribunal the claim needs to be raised within 3 months less 1 day of the EDT (effective date of dismissal). However the ACAS early conciliation process applies to such a claim meaning that it is mandatory for all employees to contact Acas before instituting a claim in the employment tribunal. Early conciliation process must be initiated within the normal time limited for raising the claim before any claim can proceed in the employment tribunal. The normal time limit will be extended as a result of the early conciliation process. The length of any extension will be dependent on when Acas conciliation was initiated. As the time limits and the need for Acas conciliation are strictly enforced by the tribunal you should seek BMA advice with regard to any potential time limits/ the need for conciliation.

If the claim is to be pursued as a civil claim through the courts then again there is no minimum service requirement. The time limit for bringing the claim is however different being 6 years from the date of the breach of contract (in wrongful dismissal cases, this is usually the EDT). There is also no requirement to go through the mandatory Acas conciliation process.

### *2.1.3 Damages for wrongful dismissal*

In the employment tribunal the employee may only recover what they lost in terms of no or insufficient notice, including any compensatory amounts payable in respect of loss of fringe benefits for that period. An employment tribunal can only award up to a maximum of £25,000 in a breach of contract claim.

In the county courts, however, there is no maximum to what can be awarded, so if the employee has a lengthy notice period or the calculation of total damages (including loss of fringe benefits) exceeds the £25,000 cap in the employment tribunal the employee may wish to consider if it is appropriate to bring the claim in the civil courts. It may also be possible in a county court claim to bring additional claims for other losses that flow from the breach of contract that are outside the limited jurisdictional scope of the employment tribunal.

An employee is generally able to claim for the net loss of wages and fringe benefits that they would have received during their

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notice period. Where the claim is for wrongful dismissal only the employment tribunal will consider any alternate earnings the employee has received during the notice period (as there is a general duty to try and mitigate any loss) and these will most likely be off set against any award. If the employee has been unfairly dismissed (see below) then they may be entitled to compensation for their entire notice period without any offset of alternate earnings.

Each case however turn on its own facts so you should seek advice from the BMA in relation to your entitlement, what you may recover and where may be the best place to pursue such a claim. This service is only available to BMA members.

### 3. Unfair dismissal

#### 3.1 Eligibility to bring a claim

The statutory claim for unfair dismissal applies only to employees. Employees are defined for unfair dismissal purposes as those who work under a contract of employment.

Generally employees can only bring a claim for unfair dismissal if they have the requisite qualifying service. For all employees employed after the 6th April 2012 this is 2 years continuous service with the same employer as at the EDT. For any employee that started before this date a 1 year qualifying period applies.

There are however certain specific statutory reasons for dismissal which are regarded as automatically unfair and do not require the qualifying period detailed above. These include dismissal connected with:

- pregnancy or child birth
- health and safety activities
- whistle-blowing
- exercising the right to various statutory time off
- asserting a statutory right.

In Northern Ireland there are also a number of additional automatically unfair reasons and BMA members should seek guidance from the BMA in relation to any disciplinary or dismissal process.

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An employee without qualifying service may also be able to bring a claim for loss flowing from the dismissal if the decision to dismiss amounts to an act of discrimination under the Equality legislation. This would be a discrimination claim as opposed to a statutory claim for unfair dismissal.

As with a wrongful dismissal claim, any claim for unfair dismissal must be brought within 3 months less one day of the EDT. Again however the mandatory Acas early conciliation process applies and this must be instituted within the normal time limits before any claim can proceed in the Employment Tribunal. The normal time limit will be extended as a result of the Acas conciliation. Again the length of any extension will be dependent on when Acas conciliation is initiated.

Generally time limits and the requirement for Acas conciliation are strictly enforced by the Employment Tribunal, therefore it is vital that salaried GPs contact the BMA immediately on being faced with any disciplinary procedure or dismissal.

### 3.2 Statutory right not to be unfairly dismissed

The onus of proof in any unfair dismissal proceedings is on the employer to show that:

- they had a potentially fair reason to dismiss the employee; and
- they acted reasonably in dismissing the employee for that reason.

In Northern Ireland, it may also be unfair dismissal if the employer fails to follow the statutory disciplinary and dismissal procedure (SDDP) (see section 3.6 below).

### 3.3 Fair reason for a dismissal

There are five potentially fair reasons under statute:

- capability (eg qualifications, illness, incompetence)
- conduct
- redundancy (see [chapter 19](#))
- breach of a statutory duty or restriction
- some other substantial reason (SOSR) to justify the dismissal of an employee holding the position which the employee held (eg an employee specifically employed to provide maternity leave cover when the worker on maternity leave returns).

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Where an employer can establish that one of these reasons applies then the dismissal will be potentially fair. However the employer must still establish that it was fair to dismiss the employee for that reason.

### 3.4 Fair or unfair in all the circumstances

Whether a dismissal is fair or unfair will also depend on whether the employer acted reasonably in treating the reason as a sufficient reason for dismissal given the circumstances and the size of the employer's business. In judging the reasonableness of the employer's decision to dismiss, the Tribunal must consider whether the employer's decision falls within a band of reasonable responses which an employer might reasonably take, accepting that another employer could quite reasonably take a different view. This is known as the 'reasonable responses' test. Importantly, the Tribunal must not substitute its own decision as to what was the right course for the employer to adopt but must consider if it feels within the reasonable band.

A further, very important aspect to the fairness of the dismissal is whether the employer followed a fair procedure. Generally, this will involve as a minimum:

- the employee being aware that they are at risk of dismissal what is the proposed reason for the dismissal (with the employer providing the evidence they intend to rely upon to support their position)
- the employee having the opportunity to make representations on the situation/evidence supplied, most usually at some form of meeting
- the employee being allowed to appeal any decision.

The Tribunal will also have regard to the employer's own written procedure and whether such procedure was both fair and fairly followed as such a consideration is relevant to the Tribunal when considering all the circumstances of the case.

Further in England, Scotland and Wales, where the employer is intending to dismiss for a conduct or poor performance reason they must follow the Acas Code of Practice, (for further details please see section 3.4.1 below).

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In relation to dismissals in Northern Ireland the position is again slightly different. The employer must follow the statutory disciplinary and dismissals procedure (SDDP) for the dismissal to be procedurally fair. Further details of the SDDP please see section 3.6 below.

#### *3.4.1 ACAS Code of Practice*

The Acas Code of Practice on Disciplinary and Grievance Procedures (the Code) applies in Scotland, England and Wales and must be followed in relation to dismissals for misconduct and poor performance. Failure to follow the Code may affect the amount of compensation awarded.

The Code is available to download at the [Acas website](#). This is supplemented by the Acas guidance 'Discipline and grievances at work: the ACAS guide'.

Under the Code in misconduct or poor performance cases the employer should:

- investigate the issues (eg if paid suspension is necessary during the investigation, this should be as brief as possible and kept under review. The employer should make clear that this is not in itself a form of disciplinary action.)
- inform the employee of the issues in writing. The notification should set out the time and place of the disciplinary hearing (which should be held without unreasonable delay while ensuring the employee has reasonable time to prepare their case). It should also set out the employee's right under the Employment Relations Act 1999 to bring a companion.
- set up a disciplinary meeting or hearing – at the hearing:
  - the employer should explain the allegations and go through the evidence
  - the employee should be allowed to set out their case and answer the allegations
  - the employee should have a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.
- the employer should inform the employee of the decision in writing without unreasonable delay. If misconduct or poor performance is established, a dismissal would usually only

- be appropriate if there has been a written warning and a final written warning. Gross misconduct can justify dismissal for a first offence, but not without following the disciplinary procedure.
- if the employee feels the disciplinary action against them is unjust, they should appeal in writing, specifying the grounds of their appeal. If they bring a tribunal claim without appealing, any compensation they are awarded may be reduced.
  - the employee has the right to be accompanied by a colleague or trade union official at a disciplinary or grievance hearing. Disciplinary hearings are those hearings which could result in a formal warning or some other action taken in relation to the individual.

### 3.5 Constructive unfair dismissal

As set out in [chapter 17](#) it is possible to bring a claim for constructive unfair dismissal where the employee resigns in response to a fundamental breach of contract by the employer.

This is still considered to be a statutory claim for unfair dismissal and the same qualifying conditions generally apply (unless the employee is asserting that their 'dismissal' (ie their resignation) was in connection with one of the automatically unfair reasons as set out above).

The onus of proof in a constructive dismissal case is on the employee, as they must establish the breach of contract (whether that is express or implied) and that they resigned in response to that. Even if the employee establishes that there was a fundamental breach that they resigned in response to, it is still possible for the employer to advance a potentially fair reason for the dismissal.

Awards in relation to constructive dismissal cases are dealt with in the same way as they do in relation to ordinary unfair dismissal cases. Further information in relation to possible awards is set out below.

### 3.6 Northern Ireland dismissals

In Northern Ireland there is a statutory disciplinary and dismissal procedure (SDDP). Failure to follow this will automatically result in a finding of unfair dismissal (provided that the salaried GP met the

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eligibility criteria and brought the claim within the required time frame).

In short the SDDP consists of the following:

<b>STEP 1</b>	The employer writing to the employee setting out the reasons why they are considering dismissing or disciplining the employee and inviting the employee to a meeting.
<b>STEP 2</b>	A meeting being held between the employer and employee to discuss the reasons why they are considering disciplining or dismissing the employee. The employee should also be given a reasonable opportunity to consider their response to the employer's statement prior to the meeting, and be given the opportunity to state their case at the meeting.
<b>STEP 3</b>	The employee being informed of the employer's decision and of their right to appeal if they are unsatisfied with the decision. If an appeal is sought the employee must be invited to an appeal meeting.

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

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

There is also a relevant Code of Practice in Northern Ireland, in relation to dismissals. The relevant Code of Practice is the LRA (Labour Relations Agency) Code. The LRA Code can be available on the [LRA website](#).



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

For further guidance in relation to queries or concerns over the application of the SDDP please [contact the BMA](#).

### 3.7 Contractual provisions

#### 3.7.1 *Disciplinary/dismissal procedures in GP model contract*

The model salaried GP contract states that the relevant hospital doctor conditions of service shall apply **subject** to the disciplinary procedures of the practice as they apply to medical staff or other employees. The offer letter also makes reference to the GP practice's own procedures.

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

Generally such a procedure will be found in the GP practice policy on handling disciplinary matters. As it is most likely a policy that sits outside the contractual documentation the policy is likely to be non-contractual so any breach of the procedure will not give rise to a breach of contract claim. Any such breach would however be relevant to whether the dismissal was fair for the purpose of a statutory unfair dismissal claim.

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

### *3.7.2 Disciplinary and dismissal procedure for salaried GPs not employed under the model contract*

Salaried GPs who are not employed under the model contract should check with their employer as to what disciplinary and dismissal procedure will apply and whether such procedures are contractual.

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

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

### **3.8 Awards in unfair dismissal proceedings**

Where a tribunal makes a finding that there has been an unfair dismissal it can make the following orders:

- Reinstatement order (return to same job) or re-engagement order (return to a different job that it suitable). Such awards generally involve payment of salary and benefits between dismissal and the date of re-employment and are rarely made by the tribunal. If a reinstatement order or a re-engagement order is not complied with, the tribunal will award an additional award in addition to the basic and compensatory award set out below.
- An award of compensation. This is much more common in practice. It comprises two elements:
  - A basic award based on the employee's age, weekly pay (subject to the statutory maximum (currently £525) and length of service. The tribunal may reduce the amount of the basic award in certain circumstances (for example, where it considers that the employee's conduct renders a reduction in the basic award to be just and equitable).
  - A compensatory award of such amount as the tribunal considers just and equitable, subject to the current statutory maximum of (£86,444) in most unfair dismissal cases. The aim of the compensatory award is to compensate for financial loss sustained by the employee in consequence of the dismissal. Heads of loss include loss of pay and benefits to the date of the hearing and future loss of pay and benefits. In order to assess future loss, the employment tribunal must make a judgement as to how long it will take the employee to obtain future employment. The employee is under a duty to mitigate their loss

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by attempting to find suitable alternative employment. Any contributory fault on the part of the employee will reduce the award. Such a reduction can be up to 100 per cent. The tribunal can also reduce the award if it considers that the dismissal would have occurred anyway, if for example the employer had followed a fair procedure. Again such a reduction can be up to 100 per cent.

In addition to a general cap on compensation there is now a further 1 year salary cap on the compensatory award.

There are certain automatic unfair dismissal proceedings where there is no cap on the award. For further information on this please [contact the BMA](#).

If the tribunal considers that either party has unreasonably failed to follow a provision of the ACAS Code they can increase or decrease any award to the employee by up to 25 per cent.

### **3.9 Additional rights and awards**

Employees have a statutory right to be accompanied by a trade union representative or colleague to disciplinary meetings. Failure by the employer to allow this can result in the employee being awarded compensation.

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

## **4. Further information and advice**

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

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## Chapter 19 Redundancy

This chapter covers a fair redundancy process, the statutory procedures relevant to collective redundancies, and statutory and contractual redundancy pay.

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

### 1. Definition of redundancy

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

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

Redundancy is legally regarded as a dismissal. It is however one of the potentially fair reasons an employer can advance to resist an unfair dismissal claim as set out at [chapter 18](#). As with other ordinary unfair dismissal claims an employee must have 2 years continuous service (with the same employer) to bring a statutory claim for unfair dismissal on the basis that the redundancy was unfair. To avoid unfair dismissal claims being made against the employer the following procedures should be followed.

### 2. Redundancy procedures

There are different procedures to be followed by an employer depending on the number of employees to be made redundant. Collective consultation obligations arise under statute where 20 or more employees at one establishment are to be made redundant within a period of 90 days or less.

#### 2.1 Fair redundancy process (where collective provisions do not apply)

The Acas Code of practice (see [chapter 18](#)) does not apply to dismissals that are by reason of redundancy. However in order to

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avoid a finding of unfair dismissal, the employer is still required to follow a fair and reasonable procedure.

Therefore the following steps should be followed by all employers to avoid an unfair dismissal. These include:

- (a) Ensuring employees are selected fairly. In this regard there is a need to:
  - identify the need to make redundancies, and consider when, where and how these would best be made
  - determine the area where the redundancies will be occurring and the number of redundancies required
  - invite volunteers
  - objectively select employees for redundancy (eg not because an employee is disliked or disruptive; for maternity related reasons; etc)
  
- (b) Warn employees about the potential redundancies and ensuring that there is proper consultation about the redundancy situation. In this regard the employer should:
  - meet with affected employees individually to explain that there is a potential redundancy situation and that their job is potentially at risk
  - it is very important that discussions are had with any affected employees prior to any final decisions being made in respect of the redundancy situation. The employer should not send out dismissal notices until consultation has occurred.
  
- (c) Consider alternatives to redundancy. In this regard the employer should consider if there may be alternative ways of working (eg reduced hours) or if there are any other ways or achieving the desired aims, (if, for example, the redundancy is designed to achieve cost savings are there other ways to achieve this without making people redundant).
  
- (d) Take reasonable steps to deploy affected employees. In this regard the employer should:
  - discuss the possibility of alternative work within the practice/organisation
  - fully consider the employee's suggestions for alternative work

- allow the employee to take time off to seek external alternative work.
- (e) Once consultation has been completed and in the event it is not possible to find any alternatives to redundancies, the position should be confirmed in writing to the employee, advising them of the termination of employment by reason of redundancy. The employee should be advised in writing of their entitlement to redundancy pay (statutory and/or contractual) and their entitlement to notice and whether this is to be worked or not.
- (f) The employee should also be advised of their right to appeal the decision to make them redundant and the process to follow in that regard.

In Northern Ireland, a minimum statutory dismissal procedures must be followed (see [chapter 18](#)) otherwise the dismissal is likely to be unfair for those with qualifying service.

## **2.2 Collective consultation: Procedure where 20 or more employees at one establishment are to be made redundant**

Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 provides that if an employer proposes to make 20 or more employees 'at one establishment' redundant in a period of 90 days or less it must consult with appropriate representatives of affected employees. The obligations to consult collectively are in addition to the obligations set out to above to ensure that the redundancy process is fair.

The representatives must be trade union representatives if a union is recognised or elected employee representatives in the absence of a union.

Consultation must begin in good time and no later than 30 days before the first dismissal. If 100 or more redundancies are planned the consultation should begin at least 45 days before the first dismissal.

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To allow such consultation to take place the employer must disclose in writing to the representatives the following information:

- reasons for its proposals
- numbers and descriptions of employees whom it is proposed to dismiss as redundant
- proposed method of selection
- proposed method of carrying out the dismissals
- proposed method of calculating redundancy payments
- appropriate information regarding agency workers.

The information regarding agency workers should include:

- the number of agency workers working temporarily for and under the supervision and direction of the employer
- the parts of the undertaking in which they are working
- the type work they are carrying out.

The consultation must discuss ways of avoiding, reducing the number and mitigating the consequences of the dismissals and must be undertaken with a view to reaching agreement with the representatives.

Employees can complain to an employment tribunal in relation to a breach of the statutory rules governing the election of employee representatives and in relation to a failure to inform and consult more generally. A tribunal may make a protective award that can be up to 90 days' pay for each redundant employee.

There is also an obligation to notify the Secretary of State for Business Skills and Innovation (by completion of an HR1 form) where the employer is proposing to dismiss as redundant 20 or more employees at the same establishment within a period of 90 days or less.

As the statutory rules in relation to collective redundancies are complex and have significant financial penalties should they not be followed properly, we would recommend that any GP employer seeks advice from the BMA before commencing any collective consultation.

### 3. Statutory redundancy pay

#### 3.1 Eligibility criteria

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

#### 3.2 Amount of statutory redundancy pay

SRP is calculated according to:

- complete years of service with the current employer (capped at 20 years)
- age of the employee which is used to determine whether a factor of 0.5, 1 or 1.5 applies
- weekly wage (currently capped at £525).

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

SRP is currently capped at £15,750, and must be paid by the employer.

#### 3.3 Claiming SRP

SRP must be paid by the employer and should be paid automatically on termination of qualifying employee's employment by reason of redundancy.

If the employer does not pay this then the time limit for submitting a claim in the employment tribunal is six months less one day of the EDT (effective date of termination). As with other statutory claims the employee must undertake the mandatory Acas early conciliation process before lodging any claim in the employment tribunal. The claim cannot be submitted without this but again undertaking the Acas early conciliation process gives the employee an extension of time to lodge the claim in the tribunal. The length of the extension is, as with other claims, dependent on when the Acas early conciliation was initiated.

As an alternative to issuing a claim, an employee can write to the employer within six months of the EDT requesting that their SRP is paid by the employer and making it clear in writing that they are asserting a right to claim a SRP.



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An employer can challenge the payment of a SRP by disputing that a SRP was due on the basis that there was no redundancy (or the employee was not dismissed for that reason) or that the employee unreasonably refused an offer of suitable alternative employment.

### 3.4 Other remedies

In addition to claiming SRP, the other remedies available include:

- wrongful dismissal (see [chapter 18](#), section 2)
- redundancy declaration
- re-instatement, re-engagement or compensation arising from an unfair dismissal claim (see [chapter 18](#)).

In relation to any compensation that may be payable on a finding that the dismissal was unfair, any payments made to the employee as part of that redundancy process will be offset against any award for compensation (both the basic and compensatory award).

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

### 4.1 Contractual redundancy pay

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

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

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

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

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## 4.2 Eligibility for redundancy pay under section 45 of the GWC Handbook

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

Breaks in service of 12 months or less will not break the continuity of service.

### 4.2.1 Definition of continuous NHS service

The view of the BMA's lawyers is that 'NHS service' for this purpose relates to previous NHS hospital work and/or NHS GP work. It includes all salaried GP employee and locum GP employee work regardless of the employer, as long as the GP was performing primary medical services.

Provided that there has not been a break in service of over 12 months, then the continuity of service will not be broken. Therefore where a salaried GP has at least two years of continuous NHS service on joining a practice then they would automatically be entitled to contractual redundancy pay if a redundancy situation arose (with the contractual redundancy pay calculated according to the salaried GP's previous years of service). This means that whilst an employee may not qualify for the statutory redundancy payment, they may still qualify for the contractual entitlement.

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

#### 4.2.1.1 Counting of previous locum GP work

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

It is essential for GPs who have undertaken locum work and wish for this to count towards their 104 weeks' service to keep or seek proof of when this work was undertaken. Whilst this issue is not tested in a court of law it is the BMA's view that it is arguable that some locum

work undertaken in any week (eg one session in a week) should count as one week's NHS service (assuming that such work fitted the definition of work within GWC).

#### **4.3 Contractual redundancy pay: exceptions**

Contractual redundancy pay is not available if a salaried GP takes up an NHS or GP post (including as a GP partner, locum or salaried GP) within 4 weeks of the termination date.

#### **4.4 Age discrimination and the GWC Handbook**

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

Paragraph 4 of s45 GWC Handbook could potentially also be classed as discriminatory on the grounds of age. This is because:

- there is preferential treatment of employees aged over 41 years who were not entitled to receive payment under the NHS superannuation scheme. These employees could receive up to 66 weeks' redundancy pay, whereas others are only entitled to a maximum of 30 weeks' pay after 20 years of service
- there is reference to calculating reckonable service only for those aged 18 or over.

It is possible that the provisions could be justified on the basis that the provisions are a proportionate means of achieving a legitimate aim (for example, on the first bullet point the argument would be that older employees might suffer greater hardship and that those not entitled to receive superannuation should be entitled to more).

However, this is not tested and it can be very difficult to justify discrimination and employers should be aware of the risk.

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

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

#### 4.5 Comparison of the hospital doctor and GWC redundancy provisions

Hospital doctor terms and conditions	General Whitley Council Handbook
<p>1. Where a doctor has worked for more than one provider (eg a locum GP) then there must not have been a break of more than one week (Saturday to Saturday) between placements.</p>	<p>No similar condition in s45 GWC Handbook.</p>
<p>2. Lump sum payment: One month's pay for each complete year of reckonable service capped at 24 years. (Maximum = 24 months' pay/104 weeks' pay)</p>	<p>Lump sum payment: Based on age and reckonable service: (a) for those aged 41 or over who are not immediately after the date of redundancy entitled to receive payment or benefits under the NHS Superannuation Scheme: – two weeks' pay for each complete year of reckonable service at age 18 or over with a maximum of 50 weeks' pay; and – additional two weeks' pay for each complete year of reckonable service at age 41 or over with a maximum of 16 weeks' pay (Overall maximum = 66 weeks' pay)</p> <p>(b) for other employees: – one and a half week's pay for each complete year or reckonable service at age 41 or over; – one week's pay for reach complete year of reckonable service at age 22 or over but under 41; – half a week's pay for each complete year or reckonable service at age 18 or over but under 22. (Overall maximum = 30 weeks' pay)</p>

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Hospital doctor terms and conditions	General Whitley Council Handbook
<p>3. Optional transitional arrangements until 30 September 2011: Available to those</p> <ul style="list-style-type: none"> <li>– with NHS service or pension scheme membership before 1 October 2006</li> <li>– aged over 50 during the transition period</li> <li>– NHS pension scheme members with 5 years of qualifying membership.</li> </ul> <p>Lump sum payment based on service at 30 September 2006</p> <ul style="list-style-type: none"> <li>– one and a half week's pay for each complete year or reckonable service at age 41 or over;</li> <li>– one week's pay for reach complete year of reckonable service at age 22 or over but under 41;</li> <li>– half a week's pay for each complete year or reckonable service at age 18 or over but under 22.</li> </ul> <p>(Overall maximum = 30 weeks' pay)</p>	<p>No transitional arrangements.</p>

It is advisable to [contact the BMA](#) for expert assistance with this.

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

### 5. Redundancy pay for GPs not employed under the model salaried GP contract

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

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## Chapter 20

### Retirement

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

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

#### 1. Retirement age

##### 1.1 Restriction on working

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

##### 1.2 Statutory default retirement age

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

##### 1.3 Contractual retirement age

###### 1.3.1 *Specifying the retirement age*

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

###### 1.3.2 *Later retirement age*

A contractual retirement age of 65 or over can be set without breaching age discrimination legislation.

###### 1.3.3 *Retirement age under the model salaried GP contract*

There is no reference in the model salaried GP contract to the date of retirement. Therefore it is possible for the employer lawfully to dismiss the salaried GP by reason of retirement by following the procedure set out in section 2 below.

### 1.4 Pensionable retirement age

It should be noted that the contractual retirement age is separate from the pensionable retirement age. There are now two NHS pension schemes; the 1995/2008 sections and the new 2015 CARE (Career Average Revalued Earnings) NHS pension scheme. You may have membership in both schemes. The minimum and normal pension ages of the schemes are different. It is possible to retire from age 50, at the earliest, in the 1995 section which has a normal pension age of 60. Early retirement from the 2008 section can be taken from age 55 and the normal pension age of that section is 65. The 2015 CARE scheme has a minimum pension age of 55 and benefits can be taken without reduction from the State Pension Age. Unlike in the 1995/2008 sections there is no set normal pension age and should the State Pension Age change then the date at which your benefits can be taken unreduced will change too.

## 2. Procedure for retirement

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

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

The statutory retirement procedure consists, in summary, of:

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

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

Salaried GPs have a statutory right to request that they be allowed to work beyond their intended retirement date. This should be made in writing to the employer and be submitted no later than three months before the retirement date. When a request is made

the employer has a duty to consider this, and ideally should hold a meeting with the salaried GP within a reasonable period to discuss this. At this meeting then salaried GP will have the right to be accompanied by a trade union representative or colleague. If the employer agrees to extend the retirement date, then the salaried GP continues in employment. If the new retirement date is to be six months or more from the original date, then the procedure for retirement (see section 2 above) must be repeated. However it is possible for the employer to refuse to extend the retirement date, provided that the employer can show that the request was considered. The employer must communicate the decision to the salaried GP, and inform the GP of the right to appeal the decision. If an appeal is submitted, then an appeal hearing must be heard.

## **4. Pension: NHS occupational pension schemes**

### **4.1 Membership of the NHS occupational pension schemes**

Most GPs are members of the NHS pension scheme (NHSPS). Those who were outside of 10 years from either age 60 (1995 section members) or age 65 (2008 section members) as of 1 April 2012 will either have moved to the 2015 CARE scheme on 1 April 2015 or will do so by 1 February 2022 at the latest. However, doctors not working directly for a GMS practice should check that their employer is deemed to be a 'NHS employer' – without this status income for the work undertaken cannot be pensioned in the NHS pension scheme.

Membership of the occupational NHS pension schemes is permitted as a special concession by HM Revenue and Customs, and allows partners, salaried GPs and locums (provided that they are in a 'NHS employer' practice – see above) to contribute to the NHSPS. Salaried GPs in the 1995/2008 sections are members of the NHSPS on the same basis as self-employed GPs, and not on the same basis as salaried 'officers' who are not GPs and have benefits calculated differently.

In both the 1995 and the 2008 sections the principle on which benefits for GPs is calculated remains the same. GPs (including salaried GPs) in the scheme have benefits based on their total career earnings. Beyond the maintenance of this principle other differences exist between the sections.



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The 2015 CARE scheme continues to calculate benefits for all members (not just GPs) in a similar way whereby a percentage of each year's pensionable earnings are put aside towards the pension and revalued in subsequent years. The main differences are detailed below:

	1995 section	2008 section	2015 CARE scheme
Retirement age	60	65	Linked to your State Pension Age
Final salary accrual rate	1/80th	1/60th	N/A
GP accrual rate	1.4%	1.87%	N/A
CARE accrual rate in 2015 scheme			(1/54th) 1.85% for all members
Benefits provided	Pension and automatic lump sum	Pension with ability to commute pension for lump sum	Pension with ability to commute pension for lump sum

Full details on how GP benefits are calculated in the 1995/2008 sections and in the 2015 CARE scheme can be found in the factsheets available on the pension pages of the BMA website.

## 4.2 Contribution

### 4.2.1 Contribution rates

In both the 1995/2008 sections and in the 2015 CARE scheme contributions are dependent on earnings. For GPs in the 1995/2008 sections it is the actual level of pensionable income earned that determines the contribution due. For GPs in the 2015 CARE scheme who have a break in service of 1 month or more (3 months or more if working as a GP locum), it is the annualized level of pensionable income that determines the contribution due rather than the actual level of income earned in the year.

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As annualisation will be a new concept to GPs more guidance on this for those affected should be sought from the NHS Pensions [website](#).

The table below details the contribution rates applicable to all members from 1 April 2015:

Percentage contribution	Pensionable pay
5%	up to £15,431.99
5.6%	£15,432-21,477.99
7.1%	£21,478-26,823.99
9.3%	£ 26,824 – 47,845.99
12.5%	£47,846 – 70,630.99
13.5%	£70,631 – 111,376.99
14.5%	£111,377 +

If a salaried GP, working a full year uninterrupted, earns £67,000 then the salaried GP will pay an employee contribution of 12.5 per cent on all of their salaried GP pensionable earnings. The contribution is normally deducted at source by the employer out of the salaried GP's gross salary. Contributions attract full tax relief. If, however, the salaried GP is in the 2015 CARE scheme and has had breaks in service then the earnings need to be annualized to arrive at the correct contribution due.

The salaried GP's employer is responsible for paying the employer contribution, which also attracts full tax relief. The level of employer contribution is as follows:

England and Wales	20.68%*
Scotland	20.9%
Northern Ireland	22.5%

\*0.08% has been added to the employer contribution in England and Wales to reflect the pension scheme administration levy moving from the Department of Health to the NHS employers.

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

#### *4.2.2 Contributions and 'all inclusive' salaries*

The BMA recommends that salaried GPs should not be employed under an 'all inclusive' salary in which the salary includes the 14.38 per cent (or equivalent) employer contribution. With such a salary, the salaried GP is in effect required to pay more than 26 per cent of their income as employee and employer contributions.

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

### **4.3 Calculating benefits in the 1995/2008 sections**

#### *4.3.1 Non-GP work*

While GPs have their benefits calculated based on total career earnings in most instances, periods of work undertaken as a salaried 'officer' (which is not work as a salaried GP, but includes work in hospitals such as a clinical assistant) will be taken into account. This can be done either by treating this service separately and calculating benefits due from it as per the 'officer' method or by incorporating the benefits into their GP pension. This area is complex and reference should be made to the general practitioner factsheet, relating either to the 1995 or 2008 sections, available on the BMA website for more information.

#### *4.3.2 GP work*

GP benefits are calculated by totalling uprated (dynamised\*) GP earnings and multiplying them by 1.4 per cent (1995 section) or 1.87 per cent (2008 section). Members of the 1995 section also receive an automatic lump sum of three times pension which can be increased to the maximum of 25 per cent of the total value of pension benefits by forgoing £1 of pension for £12 lump sum up to the maximum of 25 per cent of the total value of pension benefits.

\*Dynamising is the method used to ensure all previous year's earnings are kept up to date. The dynamising factor is the Consumer Prices Index plus 1.5 per cent.

#### *4.3.3 Calculating benefits in the 2015 CARE scheme*

The 2015 CARE scheme does not distinguish between GP and non-GP work in terms of how the benefits are calculated. Benefits for all type of member are based on 1.85 per cent (1/54<sup>th</sup>) of each year's earnings being put aside toward the pension and revalued in line with increases in the Consumer Prices Index plus 1.5 per cent. There is no automatic entitlement to a lump sum but the pension can be commuted at the rate of £1 pension for £12 lump sum up to the maximum of 25 per cent of the total value of pension benefits.

#### **4.4 Earnings cap**

Since 1 April 2008 the earnings cap has been abolished in respect of prospective service. The cap previously affected those first joining the 1995 section, or rejoining after a break of more than 12 months, after 1 June 1989. For clarification on whether you are affected by the earnings cap please contact the BMA Pensions Department on telephone: 020 7383 6138.

#### **4.5 Pensionable service**

Although benefits for GP's in the 1995/2008 sections are based on total career earnings and not years of service and final pensionable pay, membership of the 1995/2008 sections is limited to a maximum of 45 calendar year. Membership in the 2015 CARE scheme is not restricted in this way.

#### **4.6 Protection against inflation: index linking**

The NHS pension is increased each year in line with the Consumer Prices Index (CPI). Increases are paid in April based on the movement in the CPI during the 12 months ending in the previous September.

#### **4.7 Improving benefits**

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

(a) **Unreduced lump sum:** available only in the 1995 section, and only necessary for married men with service prior to 25 March 1972.

(b) **Added years:** the facility was only available in the 1995 section up until 1 April 2008 (and for 12 months after for those who registered an interest in making a purchase before 31 March 2008).

(c) **Additional pension purchase:** the facility is available in both the 1995/2008 sections and the 2015 CARE scheme as a method of improving the annual pension payable. It enables members to purchase additional annual pension benefits in blocks of £250 up to a maximum purchase of £5,000 additional annual pension (maximum of £65,500 in the 2015 CARE scheme). Purchases can be made by lump sum or regular deduction and can either enhance member benefits solely or they can also be used to enhance partner benefits.

(d) **Additional Voluntary Contributions (AVCs) and Free Standing Additional Voluntary Contributions (FSAVCs):** These plans are known as 'money purchase' arrangements and the level of benefits arising from them is dependent on:

- the amount invested
- the success of the chosen investment fund
- the level of annuity (interest) rates prevailing at retirement.

AVCs are an arrangement offered by the NHSPS and allow members to save more for their retirement. They are arranged with external insurance companies who have been selected by the NHS Pensions Agencies as AVC Providers to the NHS. FSAVCs may be purchased from any company operating in this field. The advantage of an in-house arrangement is that commission and administration charges may be lower than for FSAVCs. However, independent financial advice should be sought as to the best method of improving benefits.

(e) **Early Retirement Reduction Buy Out (ERRBO):** This is only available to member of the 2015 CARE scheme who can choose to buy out the reduction that would apply to their benefits if accessed from age 65 (assuming their State Pension Age is later). Purchases are made from the start of the scheme year and will only eliminate the reduction in respect of the years prospective from the purchase. More details on this facility are available from the NHS Pension Scheme websites.

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#### 4.8 Retirement age

While there is no upper age limit on continuing to work as a GP, pensionable NHS service in the 1995/2008 section and in the 2015 CARE scheme is up to age 75 (assuming the scheme limit of 45 years' maximum calendar service has not been exceeded in the 1995/2008 sections). GPs can access their benefits in full from age 60 (in the 1995 section) and from age 65 (in the 2008 section) and from State Pension Age in the 2015 CARE scheme.

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

#### 4.9 Early retirement

There are a number of early retirement options available:

##### (a) **Ill-health retirement**

GPs may retire on ill-health grounds if they are permanently incapable (ie up to their scheme's normal retirement age of 60, 65, or State Pension Age) of carrying out their NHS duties (Tier 1) or, if additionally they are incapable of carrying out any regular work of like duration to their own (taking account of mental capacity, physical capacity, previous training and previous practical, professional and vocational experience but irrespective of whether or not such employment is actually available) (Tier 2). If the

Tier 1 criteria is met no enhancement is added but benefits are payable without reduction for being drawn before the scheme's normal retirement age. If the Tier 2 criteria is met an enhancement is payable of two-thirds of prospective service to the scheme's normal retirement age (for 1995/2008 section members) or half of prospective service to State Pension Age (for 2015 CARE scheme members). More information on this can be found in the [ill-health retirement](#) factsheet available on the BMA website.

### (b) Voluntary early retirement

GPs may retire voluntarily from age 50 (1995 section) if certain criteria are met or age 55 (2008 section and 2015 CARE scheme) with an actuarially reduced pension. More information is available in the [Voluntary early retirement](#) factsheet available on the BMA website.

### 4.10 Redundancy

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

### 4.11 Working in the NHS after retirement

Many GPs choose to resume NHS work after retirement. The NHS pension will only be affected if a GP returns to NHS work, prior to attaining the scheme's normal retirement age, having retired on the grounds of ill health or, in the case of an employed 'officer' (which does not mean a salaried GP), retirement in the efficiency of the service. Since 1 April 2008 the scope to reduce the NHS pension on returning to NHS employment following retirement (a process known as abatement) has been significantly reduced. It can only affect the unearned/enhanced portion of any ill health pension (Tier 1 and 2) or, for employed 'officers' (which should not be confused with salaried GPs), retirement in the efficiency of the service pension.

GPs who retire from the 1995 section and return to work will be unable to rejoin the 1995 section. GPs who retire from the 2008 section and return to work will be able to rejoin the pension scheme so long as their service does not exceed 45 years. GPs in the 2008 section also have the ability to take partial retirement.

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

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

Where GPs in the 2015 CARE scheme have earlier service in the 1995 section, choose to access their 1995 section benefits and where this earlier service continues to benefit from 'final salary linking' (continues to be dynamised for GPs) continued membership of the 2015 CARE scheme has to cease. This is not the case where final salary linking has been lost as a result of a break in service of 5 years or more.

Where GPs in the 2015 CARE scheme have earlier service in the 2008 section, accessing those benefits does not prevent continued 2015 CARE membership.

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

#### **4.12 Injury benefits**

The NHS injury benefits scheme closed on 31 March 2013. It provided benefits to any GP who suffered a loss of earning due to an injury, illness or disease resulting from NHS duties. The injury benefit scheme will now only cover those under the NHS Terms and Conditions including GPs under national contracts. More information on this can be found on the BMA website.

#### **4.13 Annual statement of pensionable earnings**

The Total Reward Statement is available for all doctors annually and provides details on pensionable earnings recorded by the scheme administrator.



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Salaried GPs should also keep a careful record of their own pension's contributions and ensure that the annual Type 2 certificate is completed by the deadline 28 February. More details on the completion of this document can be found on the NHS Pension Scheme website.

#### 4.14 Further information

BMA members with queries about the NHS pension scheme should [contact the BMA](#).

### 5. Pension: personal pension plans

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

## 21

## Chapter 21

### GPs with a special interest

This chapter is relevant to salaried GPs.

#### 1. What is a special interest?

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

##### Essential services:

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

#### 2. Benefits of having a special interest

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

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

##### Additional services

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

**Enhanced services**

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

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

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

**3.1 GPwSI employed by a GMS practice or PMS after July 2015**

The model salaried GP contract applies to a GPwSI employed by a GMS practice or a PMS who has signed a contract after July 2015. Thus the terms and conditions offered must be no less favourable than those in the model contract. For more details on the provisions of the model contract, see chapters [6](#) to [9](#) and [11](#) to [20](#).

With the model contract, the GPwSI will also have the protection of receiving no less than the bare minimum salaried GP salary range (£58,808-£88,744 in 2019-20).

However, this salary is considered far lower than current GP wages. It is therefore important for such GPs to negotiate substantially more depending on market forces given the extra and special skill that they have.

**3.2 GPwSI employed by a PMS or APMS practice**

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

**4. Appraisal and performance review**

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

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

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## Chapter 22

### GP retention schemes

GP retention schemes can be accessed in all four nations. These schemes provide salaried GP posts but with a difference, enabling doctors who may have been forced to leave the profession, to remain in work, continue to develop their skills and to remain up to date. The schemes therefore provide continuing professional development to RGPs (retained GPs) alongside service provision and can be a logical option for doctors at any career stage who cannot commit to a full time role.

#### 1. England

In the wake of the GPFV (General Practice Forward View) and with GP retainer scheme numbers dwindling, July 2016 saw the scheme revamped, with a significant increase in funding. The 2016 scheme was introduced as an interim measure ahead of a proposed new scheme in 2017. In fact the 2017 scheme does not differ greatly from its predecessor.

##### 1.1 Which scheme am I on?

Anyone who was on the GP retainer scheme prior to July 2016 should have automatically been transferred to the 2016 scheme and received the increase in funding. If this has not happened, the GP should consult with their practice manager and ensure that this rectified with the NHS England local team.

The scheme was closed to new applicants in December 2016 ahead of the introduction of the 2017 GP retention scheme in April 2017.

RGPs who have been accepted on to the Retained Doctor Scheme 2016 (where the application form has been approved by the NHS England DCO) but who are not in post before 31 March 2017 will be accepted onto the 2017 GP retention scheme without the need to re-apply.

Those already on the retained doctor scheme 2016 remained on that scheme until July 2019 when they transferred to the 2017 GP retention scheme, should they still have time remaining (within the 5 year limit).

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### 1.2 Eligibility

GPs, be they partners, locums or salaried GPs, who are seriously considering leaving or have left general practice (but still on the National Medical Performers List) may be eligible for the scheme. Eligibility will be assessed by the GP Dean and may include those who have been considering leaving due to:

- caring responsibilities for family members (children or adults)
- personal health reasons
- approaching retirement
- undertake other work within or outside of general practice which is not compatible with a full time post. (New criteria for the 2017 scheme).

This scheme is not intended to facilitate part time working. Applicants to the 2017 GP retention scheme will need to demonstrate that a regular part time role does not meet their need for flexibility, for example they may have a requirement for short clinics or for annualised hours.

There should also be a need for additional educational supervision. For example a newly qualified doctor needing to work 1-4 sessions a week due to caring responsibilities or those working only 1-2 sessions where pro rata study leave allowance is inadequate to maintain continuing professional development and professional networks.

### 1.3 Funding & sessions

RGPs must work a minimum of 1 clinical session per week and maximum of 4 (16 hours 40 minutes – or 208 sessions) which includes protected time for CPD (continuing professional development) with educational support.

The 2016 scheme increased the professional expenses contribution payable to RGPs from £310 to between £1,000 and £4,000 depending on the number of weekly sessions worked.

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Number of sessions per week	Annualised sessions*	Expenses supplement payment per annum (£)
1-2	Fewer than 104	1,000
2	104	2,000
3	156	3,000
4	208	4,000

\*annualised sessions include statutory holidays, annual leave and sessions used for CPD.

Practices that employ an RCGP receive £76.92 per session per week.

#### 1.4 Duration of the scheme

RGPs can be on the scheme for a **maximum of five years** other than where exceptional circumstances require an extension. Any extension request of this nature will be considered by the GP Dean and NHS England's local Director of Commissioning Operations.

#### 1.5 Educational aspects

RGPs must partake in an induction process upon joining the scheme regardless of length of service. The practice is responsible for ensuring this process is carried out and they also have a responsibility to ensure that RGPs carry out a sufficiently broad range of work to ensure they maintain their skills.

The RGP is entitled to the pro rata full time equivalent of CPD as set out in the salaried GP contract and the GP retainer model contract. There is no funding as part of the scheme for CPD other than from the professional expenses supplement.

#### 1.6 Contract

All RGPs will be employed by the practice. GMS and PMS practices should offer terms and conditions that are no less favourable than the model salaried GP contract as determined in GMS/PMS regulations. For APMS employers the salaried model contract is considered as a benchmark.

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Terms and conditions of employment are a matter of negotiation between the RGP and the Practice. The BMA has developed a model retainer scheme contract ([accessible here](#)) which is based on the salaried GP model contract but specific to the Scheme. Contract checking and advice services can be accessed by [contacting the BMA](#).

The RGP achieves full employment rights after 24 months with the same employer and the practice (employer) under employment law is obliged to continue the contract of employment after that time.

### 1.7 Further information

Full guidance on the 2017 GP retention scheme and how to apply can be accessed here via the [BMA website](#).

A step-by-step guide can be accessed [here](#) via the BMA website

More information on the 2016 scheme is available [here](#) on the NHS England website, including a set of [FAQs](#).

## 2. Wales

The last update to the GP retainer scheme in Wales was made in 2006. The following section will only cover the notable differences between the scheme in Wales and the 2017 GP retention scheme in England.

### 2.1 Eligibility

Unlike England, the scheme in Wales is intended specifically for those who wish to eventually return to a more substantive post in general practice, so doctors wishing to downsize towards retirement are not eligible.

### 2.2 Funding

The only funding available in Wales is a reimbursement of £310 per annum to the RGP for medical defence subscriptions; pro rata payments made for less than whole years. No funding is available to the practice.

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**2.3 Length of the scheme**

As in England, the length of time on the scheme is normally 5 years, at which time the doctor is asked to make a case for continuing on the scheme, if appropriate. Reasons for continuing as a retainer could include still having to care for pre-school children or a dependent relative.

**2.4 Working at more than one practice**

If the practice identified by the GP cannot provide the full 4 sessions per week and the GP wishes to work more than the practice can offer, they are free to find an additional practice which can bring them up to their full allowance of sessions, providing the educational supervisors of each practice co-operate in their responsibilities.

**2.5 Further information**

Further guidance, FAQs and information on how to apply can be accessed via the Wales Deanery website [here](#).

**3. Scotland**

The GP retainer scheme in Scotland dates from 1998. This section will highlight the areas in which the scheme differs from England.

**3.1 Eligibility**

Unlike England, the scheme in Scotland is intended specifically for those who wish to eventually return to a more substantive post in general practice, so doctors wishing to downsize towards retirement are not eligible. The scheme is aimed at principal carers who cannot commit to a salaried assistantship, locums or partnership.

**3.2 Funding**

An annual allowance of £310 is paid to RGPs. The practice receives £59.18 per session.

**3.3 Length of the scheme**

The maximum period an RGP can be on the scheme is five years, but the time may be taken over a longer period of time with breaks in work, providing the retainer still fulfils the entry requirements on returning to the scheme.



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### 3.3 Sessions

RGPs must work a minimum of two sessions (a session = 3½ hours) per week and no more than 4 sessions per week (or a maximum of 52 sessions per three month period). Other than for annual leave purposes, it is expected that the doctor will work at least 50 per cent of the agreed session each week thus giving continuity of experience while allowing flexibility to meet the needs of the individual and the practice.

A session usually consists of surgeries/prescriptions/telephone calls and house calls. There may be a requirement to undertake an on call session.

### 3.4 Working at more than one practice

In most cases the RGP will work at one practice, however in exceptional circumstances it may be possible to work at two practices in order to extend the working commitment.

### 3.5 Outside work

The RGP may undertake work outside of the practice if it is beneficial to their future work as a GP. This will require the prior approval from the designated associate adviser/DPGPE who has the option to approve a maximum of 2 additional sessions. Some examples of suitable outside work are family planning sessions, clinical assistant sessions and relevant research projects. Retainers may undertake out of hours work as part of their sessional commitment under certain circumstances.

### 3.6 Further information

The full range of documents relating to the Scotland GP retainer scheme, including information on how to apply, can be accessed [here](#) via the Scotland Deanery website.

## 4. Northern Ireland

The Northern Ireland scheme was expanded in 2016 following the publication of the NHS England GPFV and changes in the England retainer system. However, the Northern Ireland scheme is not the same as the England version.

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#### 4.1 Eligibility

The focus of the retainer scheme in Northern Ireland is slightly different to the other nations. The idea is to enhance capacity in general practice and so doctors are not eligible for the scheme if:

- they are party to a contract for general medical services provision
- receiving share of profits from a practice
- are contracted to work for in a Trust or other body for more than 20 hours per week.

However, there **is no requirement** that applicants to the scheme be able to demonstrate that they could not otherwise work as GPs due to other commitment, or that they are intending to leave general practice entirely.

#### 4.2 Funding

The GP will receive a £300 fee for completing satisfactory appraisal. The practice receives £59.18 per session worked by the RGP.

#### 4.3 Length of the scheme

20 places per year are available, each lasting a maximum of 2 years irrespective of any absence due to illness, maternity or for any other reason.

#### 4.4 Sessions

The doctor must work 4 sessions in general practice per week and 1 session in out of hours per month. A session is defined as 4 hours.

Sessions should include clinical work (surgery, visits, on call, telephone consultations and directly related administration) less allocated CPD and educational supervision/mentoring time. Daytime on call duties must be included in the clinical sessions.

#### 4.5 Further information

Full guidance and details on how to apply can be accessed via the Northern Ireland MDTA website [here](#).

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## Chapter 23

### Returner and induction schemes

This section provides information on the different routes available for GPs looking to return to work in general practice after a period away, as well as information relevant to doctors looking to work in NHS general practice for the first time.

#### 1. England and Wales

A revised and fully funded national I&R (induction and refresher) Scheme was launched on 25 March 2015 as part of the workforce '10 point plan', which preceded the publication of the GPFV (General Practice Forward View). The national scheme is coordinated by HEE (Health Education England).

##### Who is the scheme for?

All GPs are required to be on NHS England's MPL (Medical Performers List) before they can practise. The I&R scheme has to be completed before GPs can be approved for full inclusion on to the MPL as an independent general practitioner. Doctors are eligible for the scheme if they have been out of UK practice for more than two years

##### Applying to the scheme

There is one single point of contact through the [GPNRO \(GP National Recruitment Office\)](#). A dedicated account manager to help guide you through the entire process, including advice on completing forms and paperwork and co-ordinating assessments and placements on your behalf.

##### The process

Depending on the doctor's particular circumstances, the process through the I&R scheme will differ. HEE have produced a quick ['step-by-step' guide](#) to help applicants understand the process. Once your registration for the I&R scheme has been processed, your details will be passed to an I&R lead in the area you intend to practise. They will arrange an appointment to review your previous training and experience and advise on the next steps. This appointment can be done face-to-face, or by phone or Skype if you are living overseas.

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**The portfolio route**

Doctors who have worked in NHS general practice in the previous 5 years and have been working abroad in an equivalent primary care setting may be able to make use of the portfolio route. On a satisfactory recommendation and following the formal portfolio review they can then enter directly to a short one-month placement in the UK with a satisfactory workplace based assessment. It also aims to allow doctors planning to work overseas for a limited time (up to 5 years) to plan for and facilitate a return to practice by outlining the evidence required to enable them to easily return to independent NHS practice in the UK.

The first stage of the I&R application process via the [GPNRO](#) should be followed for portfolio route applications. You can find more details about the portfolio route on the [RCGP website](#).

**Funding**

Increases to available funding were made in November 2016.

Doctors on the scheme will be eligible for:

- a bursary payment of £3,500 per full time month (this can be claimed directly by the I&R doctor from the GPNRO)
- one off payment of £1,250 to assist with indemnity costs whilst on the Scheme. Available until 2020
- one off payment of £464 towards the costs of GMC membership and DBS fees. Available until 2020
- first attempts of the learning needs assessments are free. Existing members of the scheme (those that joined the scheme before 1 November 2016) can claim the costs of these assessments when they have completed the scheme Costs are £150 for MCQs and £850 for simulated surgery
- reimbursement of fees for the Portfolio route (worth £950).
- one year's free membership to the RCGP (Royal College of General Practitioners)
- payment to the hosting practice of an I&R supervision fee.

Applicants may, in certain circumstances, qualify for additional support through the [Cameron Fund](#).

Applicants will be eligible for a full time bursary (37.5 hours per week) or pro-rata for part-time participation.

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## 2. Scotland

Scotland operates induction and returner programmes which are similar to those in England.

### The Scotland GP returner programme

This scheme is for those GPs who have previously worked in NHS general practice providing a full range of primary care services, but have not practiced in the NHS within the past two years. Applicants must be GMC registered.

Scotland operates a regional performer list system. After registering initial interest via the [NES website](#), applicants will be required to contact the administrator for the relevant local performers list. Contact details can be found in the document '[Scotland GP Returner Programme 2017](#)'.

Applicants will be referred to the NES GP Advisor for guidance and on opinion about their eligibility.

Successful applicants will be employed directly by NES for the duration of a placement with a GP practice (up to 6 months) which will culminate in a recommendation on whether to admit the doctor to the performers list.

Full details about this scheme and how to apply can be accessed [here on the NES website](#).

### The Scotland GP Enhanced Induction Programme

This scheme is for GPs who have never worked in NHS general practice but are committed to living and working in Scotland and are seeking access to the performers list.

As with the returners scheme, a fully-funded post of up to 6 months will be provided to those doctors who are accepted onto the scheme. This process will establish whether the doctor is to be admitted to the performers list.

Full details about this scheme and how to apply can be accessed [on the NES website](#).

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**3. Northern Ireland**

The GP Induction & Refresher Scheme in Northern Ireland is based on the England scheme.

Northern Ireland operates a single performers list. Applicants must initially seek admission to the list and ensure they have full GMC registration. A step-by-step guide to making an application is available [on the NIMDTA website](#).

Salaries for doctors accepted onto the scheme are paid by host practices and are to be negotiated between the GP and the practice, however the practice will receive funding for the process, including a trainer grant of £7,500 per annum pro rata, possible additional funding for language assessments, plus reimbursement of 50% of a standard GMS clinical session (£170) will be made to participating practices per session worked by the GP. Full details on funding are available in the guidance linked above.

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## Appendix A

### Constitution and terms of reference

#### Sessional GPs subcommittee – Standing orders 2016-17

##### Remit of the subcommittee Membership of the subcommittee

- 1 The subcommittee has devolved power from GPC to act on matters that relate wholly or primarily to Sessional GPs.
  - 1.1 The subcommittee shall consult with, and seek the agreement of the GPC, on any action or policy decision that may affect materially the interests of GPs not directly represented by the subcommittee.

##### Membership of the subcommittee

- 2 The members of the subcommittee shall be as follows:
  - 2.1 Sixteen members appointed by election, as outlined in Standing Orders 5-12 (voting)
  - 2.2 The Chairman of the General Practitioners Committee (GPC), or a deputy appointed by him (ex-officio and non-voting)
  - 2.3 One member of the GPC negotiating team (non-voting)
  - 2.4 One member of GPC, who shall be a GP contractor, appointed by GPC (non-voting)
  - 2.5 The immediate past Chair of the Committee until the end of the session immediately following his or her leaving office, unless already an elected or ex-officio member of the committee (ex-officio and non voting)”
- 3 No member shall occupy more than one seat, elected or otherwise, and, if more than one seat is held, that member shall immediately give notice of which seat is to be occupied.
- 4 Up to 3 co-options to secure representation of a particular class of experience required but not otherwise represented on the subcommittee, as determined by standing order 27.

##### Election of subcommittee members

- 5 The subcommittee shall hold elections each third year.
- 6 GPs may stand for election or vote in any election to the Sessional GPs subcommittee provided they meet the following eligibility criteria:
  - 6.1 Salaried or freelance/locum GPs will be eligible if, for the

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- six months before election, their NHS general practice performer's work has been solely as a salaried and / or freelance GP (excluding work as a GP appraiser) or a GP trainee, and an average of at least seven hours per week of NHS general practice work has been undertaken for that period. Once elected, they must continue to meet these contractual status and working time requirements.
- 6.2 The above requirements shall be waived where a GP is prevented from meeting them by sickness or absence on maternity / adoptive leave or other exceptional circumstances approved by the Returning Officer. This exemption applies for a period of no more than twelve months, and in order to be eligible for subcommittee membership, the GP must have met the requirement for the six months prior to the sickness / maternity / adoptive leave period. The GP must have a reasonable expectation of returning to clinical practice and meeting the requirements, and intend to do so.
  - 6.3 Retainer scheme GPs can stand regardless of their time commitment.
  - 6.4 Candidates may stand for, and vote in, elections regardless of whether or not they are members of the BMA.
- 7 A single national election will be held, but counting rules will be applied to ensure that at least one member is appointed from each regional constituency and at least two members are appointed from each of the professional constituencies outlined in Annex 1. To this end, candidates will be:
- 7.1 Required to confirm the regional constituency in which they have spent the majority of their working time over the previous six months or, if they have recently begun employment in another region, the region in which they will spend the majority of their working time over the next six months.
  - 7.2 For the purposes of ensuring that candidates are elected from each of the two professional constituencies, required to confirm whether they consider themselves to be primarily a salaried GP or a freelance / locum GP. Those candidates who confirm that they spend an equal amount of time working as a salaried GP and as a freelance / locum GP may choose in which professional constituency they



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- wish to stand.
- 8 Using the Single Transferable Voting methodology, sixteen members shall be elected by:
    - 8.1 Appointing the candidate in each of the subcommittee's 13 regional constituencies who receives the highest number of votes
    - 8.2 Appointing, if two candidates have not already been elected from a professional constituency, sufficient additional candidates to ensure that the professional constituency requirement outlined in paragraph 7 is met. The candidates who receive the highest number of votes and fulfill this requirement shall be appointed.
    - 8.3 Appointing the candidates with the next highest number of votes, regardless of either their regional or professional constituency, until all of the subcommittee's remaining 16 seats have been filled.
  - 9 A member shall be co-opted to represent any region in which no GPs stood for election.
  - 10 Casual vacancies on the subcommittee shall be filled by referring back to the last election held and appointing the candidate from the departing member's regional or professional constituency with the next highest amount of votes. If there are no remaining candidates from the departing member's regional or professional constituency, an additional member from that region or professional group shall be co-opted.
  - 11 In the event of a dispute as to a candidate's eligibility for election, or the running of any election, the decision of the returning officer shall be final.
  - 12 Each member shall be required to inform the Chairman of the subcommittee and the Secretariat if they change their region or professional status as a locum/salaried GP at any point during the subcommittee's three year term, within four weeks of this change taking effect. They may be required to step down if this leaves the subcommittee without sufficient representation of a region or professional constituency. A decision on this shall be taken jointly by the Chairman of the subcommittee and the Chairman of GPC's Representation subcommittee. Where the individual concerned is asked to stand down, the process outlined in standing order 10 will apply to fill the resulting vacancy.

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**First meeting of the session**

- 13 Prior to the first meeting of the subcommittee after the Annual Representative Meeting of the Association, the secretary of the subcommittee will determine whether or not there is a vacancy for the Chairmanship of the subcommittee.
  - 13.1 If there is a vacancy for the Chairmanship of the subcommittee, the meeting will be opened by the Chairman of GPC, or a nominated deputy.
  - 13.2 If the Chairman for the previous session has neither completed a three session term of office, nor declared an intention to demit office, the Chairman shall open the meeting.
- 14 The opening business shall be to receive the membership for the session followed, if required, by the adoption of standing orders and, if required, the election of a Chairman.

**Chairman and Deputy Chairman**

- 15 The subcommittee shall appoint one of its voting members as Chairman for a period of three sessions. A member shall be eligible for re-election as Chairman on one further occasion.
  - 15.1 When the Chairman is elected, it will always be for the completion of three successive sessions.
  - 15.2 Should a Chairman be elected part-way through a session, the remainder of that session shall be counted as a full session for the purposes of paragraph 15.1.
- 16 The subcommittee shall appoint one of its voting members as Deputy Chairman for a period of one session.
- 17 When a Chairman or Deputy Chairman is to be elected:
  - 17.1 The nomination of candidates shall be undertaken in advance of the subcommittee meeting at which the election is to be held, and
    - 17.1.1 The names of the candidates shall be circulated to the subcommittee no later than 7 days before the meeting.
    - 17.1.2 Candidates shall submit a written statement of no more than 500 words for circulation with their nomination.
  - 17.2 When two or more candidates are nominated, each candidate will give an election address of no more than five minutes in the presence of the other candidates, to those subcommittee members present.

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- 17.3 When two or more candidates are nominated, voting papers shall be issued to each voting member of the subcommittee present.
- 17.4 When two or more candidates are nominated, voting members of the subcommittee who are not able to attend the subcommittee meeting at which the election is to be held may request an absentee ballot.
- 17.5 The election shall be conducted using a first past the post methodology if there are only two candidates, and the Single Transferable Vote methodology if there are more than two candidates.
- 17.5.1 The candidate who receives the higher number of votes will be declared elected.
- 18 In the event of a casual vacancy for Chairman or Deputy Chairman, the procedures in standing orders 15 - 17 shall be used.

### **Executive committee**

- 19 At the first meeting of each session, the subcommittee shall appoint an Executive Committee with delegated authority to handle (a) matters referred to it by the subcommittee or its Chairman, (b) any matters referred to the subcommittee where immediate consideration or action would be advantageous to Sessional GPs.
- 20 The Executive Committee shall comprise the following voting members:
- 20.1 Chairman of the Sessional GPs subcommittee
- 20.2 Deputy Chairman of the Sessional GPs subcommittee
- 20.3 Two Sessional GPs subcommittee members appointed under the provisions of Standing Orders paragraph 2.1. These members shall be elected to the Executive Committee using the Single Transferable Vote method.
- 21 The Executive Committee must contain at least one salaried GP and one locum GP.
- 22 The GPC Negotiator who is also a member of the subcommittee shall be entitled to attend meetings of the Executive Committee as an observer only.
- 23 When an election is to be held for the positions outlined in paragraph 20.3, voting members of the subcommittee who are not able to attend the subcommittee meeting at which the election is to be held may request an absentee ballot.

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- 24 The Executive Committee shall meet regularly, as and when necessary.
- 25 The Executive Committee shall be accountable to the subcommittee and shall report regularly to the subcommittee on its activities.
- 26 The Executive Committee shall ensure that its activities are undertaken within the framework of existing subcommittee policy, where such policy exists.

#### **Co-option for under-representation**

- 27 The Chairman of the subcommittee, at the time, and the Chairman of the GPC's Representation subcommittee, at the time, shall regularly consider the membership of the subcommittee and may bring a recommendation to a meeting of the subcommittee to co-opt a member who represents either a group which is under-represented on the subcommittee during the session or who represent a class of experience that the subcommittee requires but otherwise lacks.

#### **Appointment of representatives to GPC and other external bodies**

- 28 The four members of the Executive Committee shall normally be appointed to represent the subcommittee on the General Practitioners Committee (GPC).
  - 28.1 Should one of the members of the Executive Committee be unable or unwilling to take up their seat on GPC (for example, if they have been elected directly to GPC via another route, or are unable to secure the time off work necessary to attend up to 10 GPC meetings per year), then the vacancy shall be filled at the discretion of the subcommittee.
- 29 All voting members of the subcommittee shall be entitled to be appointed to represent the subcommittee at LMC Conference.

#### **Meetings of the subcommittee**

- 30 As well as conducting business electronically where appropriate, the subcommittee shall normally meet four times each session. The possibility of using technology to avoid all members travelling to all of these meetings will be examined.
- 31 The subcommittee will normally commence its business at

## Aa

10.00am. Meetings will end no later than 5.00pm and any business on the Agenda not dealt with will stand adjourned.

- 32 The Chairman will decide the order of business, which will be circulated prior to the meeting.
- 33 Members of the subcommittee may submit items to be included on the agenda and these should be normally received by the Secretariat at least seven days prior to the day of the meeting.

**Reports**

- 34 At each meeting the Chairman shall report to the subcommittee on events and other matters within the remit of the subcommittee which are not otherwise dealt with in the Agenda. The report will be followed by a period for members to question the Chairman on the report.
- 35 At each meeting the Executive Committee shall report to the subcommittee on events and other matters within its remit. The report will be followed by a period for members to question the Executive Committee on the report.

**Minutes of meetings**

- 36 Minutes of meetings of the subcommittee shall be prepared and submitted as an agenda item for the following meeting of the subcommittee. Copies of the minutes shall be distributed to members not later than seven days before the meeting.
- 37 Members may raise points of accuracy in the minutes and should give at least 24 hours notice to the Chairman or the subcommittee Secretary prior to the meeting.
- 38 Members of the Subcommittee may, provided they have given at least 24 hours written notice to the Chairman or subcommittee Secretary, introduce matters arising from the minutes of the previous meeting. The Chairman shall have discretion as to the timing of the consideration of such matters arising.

**Management of Meetings and Rules of debate**

- 39 The Chairman of the Subcommittee shall normally chair meetings of the Subcommittee.
- 40 At the Chairman's absolute discretion he may invite the Deputy Chairman to chair the meeting.
- 41 When speaking to an item, members will direct their remarks strictly to it.

## Aa

- 42 The Chairman shall have power to take such steps as are deemed necessary to prevent tedious repetition.

**Voting**

- 43 In the case of equality of votes, the Chairman may use a second 'casting' vote.
- 44 Non-voting members of the Subcommittee shall not be entitled to vote at any meeting of the Subcommittee.

**Suspension of standing orders**

- 45 Any one or more of the standing orders may be suspended at any meeting, so far as regards any business at such meeting, provided that two-thirds of the voting members of the Subcommittee present and voting agree (no account is to be taken of abstentions).

**Amendment of standing orders**

- 46 The standing orders may be amended at any meeting of the Subcommittee provided that 21 days prior to the day of the meeting advance notice of such amendment has been made in writing.
- 47 This notice should be circulated in advance and debated at the next normal meeting and, if the standing orders are amended, this will take effect from the commencement of the following meeting.

**Chairman's discretion**

- 48 Any question arising in relation to the conduct of the meeting, which is not dealt with in these standing orders, shall be determined at the absolute discretion of the Chairman.

**Interpretation**

- 49 Written includes electronic.
- 50 A session begins on the first day following the conclusion of the BMA Annual Representative Meeting and completes on the final day of the next ARM conference.

## Ab

## Appendix B

### Model salaried GP contract

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

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

#### Model offer letter

1. I am writing on behalf of the [xx] Practice [delete as appropriate] to confirm the offer to you of an appointment as a [full-time/part-time] salaried General Practitioner with effect from [commencing date]. You will be employed for [xx] hours each week.
2. You must be fully registered with the General Medical Council and be on the list established in accordance with the provisions of the [insert as set out below] or such successor Regulations as may from time to time be appropriate to your employment.

#### England

Insert:

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

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

Ab

**Wales**

Insert:

'National Health Service (Performers List) Regulations 2004'

**Scotland**

Insert:

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

**Northern Ireland**

Insert:

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

3. Your duties will be in accordance with the job plan agreed with the Practice and appended to this statement. Your principal place of work will be [xx].
4. The terms and conditions of employment offered are set out in the enclosed Terms and Conditions of Service. The Practice agrees that the Local Medical Committee (LMC) is representative of the GMS GPs and other GPs in the area and further agrees that it will consult with the said LMC on all matters affecting the performance of this appointment where it is required to do so by any legislation, regulations, guidance, directions or other ordinance.
5. Your starting salary will be [Exx] per annum paid monthly in arrears by credit transfer, normally on the last day of each month. Your salary will be increased to the maximum of the scale (currently [Exx]) by annual increments on [incremental date] each year and in accordance with the Government's decision on the pay of general practitioners following the recommendation of the Doctors' and Dentists' Review Body.
6. The appointment is pensionable, and your salary will be subject to deduction of employees' contributions in accordance with the [insert 1 below], unless you opt out of the scheme, are ineligible to join or have retained contractor status. Details of the scheme are given in the scheme guide which is enclosed. This



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employment is contracted-out employment for the purposes of [insert 2 below].

### **England, Wales and Scotland**

At 1 insert:

'NHS (Superannuation) Regulations 1995'

At 2 insert:

'Part III of the Pensions Schemes Act 1993'

### **Northern Ireland**

At 1 insert:

'HPSS Superannuation Regulations (Northern Ireland) 1995 (as amended)'

At 2 insert:

'Pensions Schemes (NI) Act 1993 Chapter 49'

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

### **England, Wales and Scotland**

At 1 insert:

'section 1(3)(c) of the Employment Rights Act 1996'

At 2 insert:

'Employment Rights Act 1996'

### **Northern Ireland**

At 1 insert:

'chapter 3 Employment Rights (NI) Order 1996'

At 2 insert:

'Employment Rights (NI) Order 1996'

## Ab

8. You will maintain membership on an occurrence based basis with a recognised medical defence organisation commensurate with your responsibilities.
9. Your private residence shall be maintained in contact with the public telephone service and shall not be more than 10 miles by road from [location] unless specific approval is given by the Practice to your residing at a greater distance.
10. [see below] Unless the Practice agrees with you that your appointment should be extended, you will be required to retire on reaching the age of 65. This contract may be terminated in advance of this time by either party giving three months' notice in writing. Nothing shall prevent either party terminating the contract without notice where justified by the conduct of the other party.

**England, Wales and Scotland**

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

**Northern Ireland**

Replace paragraph 10 with:

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

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

Ab

**Northern Ireland**

insert 'to be taken in accordance with section 2 of the General Terms and Conditions Handbook for NI'

12. [see below] You will be entitled to be paid during periods of incapacity for work due to illness or injury in accordance with the Practice's notified policy.

**England, Scotland and Northern Ireland**

*The BMA recommends that the wording in the Welsh model offer letter (see below) is used to replace the wording in paragraph 12, as otherwise the above wording is inconsistent with the model terms and conditions.*

**Wales**

Replace paragraph 12 with:

'You will be entitled to be paid during periods of incapacity for work due to illness or injury in accordance with the occupational sick pay provisions in paragraph 225 - 244 of the Hospital Conditions of Service.'

13. You will be entitled to professional and study leave with pay [insert as below] as set out in the Terms and Conditions of Service.

**Wales**

Insert:

'and reasonable expenses subject to the approval of the Practice and'

14. Any grievance related to your employment should be raised in the first instance with [xx] and may be pursued thereafter in accordance with the Practice's grievance procedure.
15. [See below] You will be subject to the Practice's disciplinary procedures dealing, respectively, with issues of personal conduct and professional conduct/performance.

The above wording potentially contradicts with the wording in the model terms and conditions. The BMA therefore recommends that

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this be amended to read:

'You will be subject to disciplinary procedures dealing with issues and personal conduct and professional conduct/performance in line with paragraph 39 of the terms and conditions of service, which are attached.'

16. The Practice accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to the practice manager for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.

17. [insert as set out below]

### **England, Scotland and Northern Ireland**

Insert:

'The Practice is an equal opportunities employer.'

### **Wales**

The Welsh version reads as follows:

'The Practice is committed to equality of opportunity for all. It will take all reasonable measures to eliminate discrimination on the grounds of sexual orientation, gender, race, ethnic origin, religious belief, physical handicap or disability or marital status.'

*However, the BMA recommends that the original wording (as used by England, Scotland and Northern Ireland) is used.*

18. If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return it to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Signature

On behalf of

Ab

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on [date].

Signature

Date

This offer and acceptance of it shall together constitute a contract between the parties.

### **Model terms and conditions**

#### **Notes**

- (i) These are model terms and conditions for use by general medical services (GMS) practices in [name of country] and the definitions will need to be changed where the contract is used in other countries in the UK.
- (ii) The model terms and conditions are to be used in conjunction with an offer letter, which will form the basis of a contract between the Practice and the employed doctor.
- (iii) The offer letter should refer to and incorporate these model terms and conditions or terms which are no less favourable.
- (iv) The model terms and conditions are based on the General Practitioners Committee (GPC) and NHS Confederations' understanding of the position which will pertain at 1 April 2004 but they may be subject to amendment in the intervening period if there are changes in policy or the applicable law and will be amended to reflect the position in other countries.

#### **Wales**

The Welsh version includes the following addition:

- '(v) As a consequence of the implementation of Agenda for Change (a new national pay system for the National Health Service) the NHS Staff Council will replace the General Whitley Council in December 2004. Until that time references to the General Whitley Council Handbook remain valid.'

*However, it is not obligatory on practices to include (v). Incorporation of (v) together with inclusion of the reference to it in paragraph 1.4 below will mean that the Agenda for Change provisions, rather than the General Whitley Council provisions will apply. Please consult the*

Ab

*BMA further for details of how this will affect the employer and salaried GP.*

### **Definitions**

1.1 [insert 1 below] Act means the [insert 2 below] as the same may be amended, supplemented or modified from time to time.

#### **England and Wales**

At 1 insert: '1977'

At 2 insert:

'National Health Service Act 1977'

#### **Scotland**

At 1 insert: '1978'

At 2 insert:

'National Health Service (Scotland) Act 1978'

#### **Northern Ireland**

At 1 insert: '1977'

At 2 insert:

'Health and Personal Social Services (NI) Order 1977'

1.2 1997 Act means the [insert as set out below] as the same may be amended, supplemented or modified from time to time.

#### **England, Wales and Scotland**

Insert:

'National Health Service (Primary Care) Act 1997'

#### **Northern Ireland**

Insert:

'Health Services (Primary Care) (NI) Order 1997'

1.3 Hospital Conditions of Service means the [insert as set out below].

#### **England**

Insert:

'Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community

Ab

Health Service, September 2002 edition  
(last updated 21st October 2002)'

**Scotland**

Insert:

'Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (Scotland), April 2003 (last updated 25 April 2003)'

**Wales**

Insert:

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

**Northern Ireland**

Insert:

'Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health and the Community Health service, March 2003 edition last updated 14 June 2004'

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

**England and Scotland**

Insert:

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

**Wales**

Insert:

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

*However, the BMA recommends that if the parties have no intention to incorporate parts of Agenda for Change into the contract the wording as set out above for England and Scotland is used. As noted under note (v) above, it is not obligatory on employers to use or incorporate Agenda for Change into the contract. For further guidance on this, please contact the BMA.*

Ab

**Northern Ireland**

Insert:

'the General Terms and Conditions of Service Handbook as used in NI'.

*However, this should only be inserted if the recommended change to paragraph 1.7 below is made in order to help to ensure that the continuity of NHS service provisions in the model contract are available.*

1.5 Job Plan means a plan identifying the nature and the timing of the practitioner's commitments.

1.6 List Regulations means the [insert 1 below] or any successor regulations which may from time to time be in force including comparable regulations applicable to the provision of

[insert 2 below].

**England**

Insert at 1:

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

*However, the wording set out below for Wales at 1 could also be used.*

Insert at 2:

'personal medical services under the 1997 Act'

**Wales**

Insert at 1:

'National Health Service (Performers List) Regulations 2001'

Insert at 2:

'personal medical services under the 1977 Act'

**Scotland**

Insert at 1:

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



Ab

Regulations 2004'

Insert at 2:

'Section 17c services under the 1978 Act'

### **Northern Ireland**

Insert at 1:

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

Insert at 2:

'personal medical services under the 1977 Act'

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

### **Northern Ireland**

*The BMA recommends that the following wording is inserted after 'NHS Employment'. This to help to ensure that continuity of service is fully recognised if the contract used refers to the NI General Terms and Conditions of Service Handbook:*

'and HPSS employment'

1.8 Practice Facilities means premises, accommodation, equipment and services provided by the Practice.

1.9 Practice means the practice of one or more general practitioners together with others as the case may be employing the practitioner to provide primary medical services.

1.10 Primary Medical Services means medical services which are either provided as [insert as set out below] or any equivalent services provided by the primary care organisation (PCO).

Ab

**England, Wales and Northern Ireland**

Insert:

'personal medical services pursuant to the provisions of the 1997 Act or general medical services provided pursuant to the provisions of the 1977 Act [1978 Act in Scotland]'

**Scotland**

Insert:

'Section 17c services under the 1978 Act or general medical services provided pursuant to the provisions of the 1978 Act'

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

1.12 [see below]

**Wales**

Insert:

'Assembly means Welsh Assembly Government.'

**Appointment to, and tenure of, posts**

2. Practitioners holding medical posts must be fully registered medical practitioners and their name included in a list in accordance with the List Regulations.
3. The employment will be subject to the provisions hereof and subject to the terms of notice set out herein and subject to clause 36 (Termination of Employment) shall be for [xx] or until either party gives notice or until otherwise agreed.

**Basis of contract**

4. Full-time general practitioners will normally be contracted to work for 37½ hours per working week ("contracted hours") such hours being divided into nine nominal sessions. Such sessions may be divided up into specific working periods by mutual agreement.
5. A part-time practitioner shall be remunerated on a pro rata basis to a full-time practitioner's salary.

## Ab

**Additional sessions**

6. A Practice may agree with a practitioner that he or she should undertake work which is not specified in his or her Job Plan by way of additional nominal sessions or fractions thereof. The extra session(s) shall be remunerated on a pro rata basis to a full-time practitioners' salary. Any such agreement shall be reviewed when required but at least annually and will be terminable at three months' notice on either side.

**Contractual duties of practitioners**

7. Salaried general practitioners will agree with the Practice a Job Plan for the performance of duties under the contract of employment. The practitioner may be required to work at any of the surgery premises of the Practice and to provide primary medical services to patients of the Practice by way of (inter alia) surgeries, clinics and relevant administrative work together with such other duties as may be required by the Practice in providing such services in accordance with the 1977 Act [1978 Act in Scotland].
8. The commitments set out in the Job Plan may be varied with the agreement of the practitioner and the Practice. The Job Plan will be subject to review each year and revisions may be proposed by either the Practice or the practitioner, who shall use their best endeavours to reach agreement on any revised Job Plan. Where agreement is not reached, and the Practice notifies the practitioner of its intention to amend the Job Plan, the practitioner may appeal against the proposed amendment. The Practice shall establish a panel, chaired by the Chairman of the Local Medical Committee to which the Practice belongs, and will include a lay member of the PCO and the [as set out below] or nominee. If either party judges that it would be helpful, a medical adviser acceptable to each party will be co-opted to the panel. The panel will submit its advice to the Practice, which shall then determine the appeal, in accordance with such advice.

**England and Scotland**

Insert:

'Regional Adviser for General Practice'

Ab

**Wales**

Insert:

'Assembly Adviser for General Practice'

**Continuity of employment**

9. [see below] For the purposes of assessing the period of continuous employment the employment under this contract shall be deemed to have commenced on [xx] being the date on which the practitioner last commenced in NHS employment.

**England, Scotland and Northern Ireland**

The BMA recommends that paragraph 9 is amended to read:

'For the purposes of assessing the period of continuous service the employment under this contract shall be deemed to have commenced on:

For the purposes of a dismissal claim – [insert start date of the salaried GP post]

For the purposes of calculating contractual maternity pay entitlement

– [insert date when continuous NHS service began – see [chapter 12](#), section 3.4 for details on how to ascertain this date]

For the purposes of calculating contractual adoption leave pay – [insert start date of the salaried GP post, unless more favourable provisions agreed as suggested in [chapter 13](#), sections 2 and 3]

For the purposes of calculating contractual paternity leave pay – [insert start date of the salaried GP post, unless more favourable provisions agreed as suggested in [chapter 14](#), sections 3 and 4]

For the purposes of calculating contractual parental leave – [insert start date of the salaried GP post, unless more favourable provisions agreed as suggested in [chapter 15](#), sections 1.2 and 1.3]

For the purposes of calculating contractual sick pay – [insert date when continuous NHS service began – see [chapter 16](#), section 3.2]

Ab

for details on how to ascertain this date]

For the purposes of calculating contractual redundancy pay – [insert date when continuous NHS service began – see [chapter 19](#), section 4.2 for details on how to ascertain this date]’.

### Wales

The Welsh version reads differently, but the BMA recommends that it is amended as recommended above.

### Working Time Regulations

10. Practitioners employed in salaried posts will have the basic rights and protections as the Working Time Regulations provide, as follows:

- (i) a working time limit of an average working week of 48 hours a week which a worker can be required to work (though workers can choose to work more if they sign an individual waiver form). The standard averaging period for the 48 hrs week is 17 weeks, but this can be extended to 26 weeks if the workers are covered by one of the “exceptions” or up to 52 weeks under a workforce agreement;
- (ii) a working limit of an average of 8 hours work in each 24 hour period over an averaging period of 17 weeks, which night workers can be required to work;
- (iii) a right for night workers to receive free health assessments;
- (iv) a right to 11 uninterrupted hours’ rest in each 24 hour period;
- (v) a weekly uninterrupted rest period of 24 hours or one uninterrupted rest period of not less than 48 hours in each 14 day period;
- (vi) a right to a minimum 20 minutes’ rest break where the working day is longer than 6 hours;
- (vii) a right to a minimum of four weeks’ paid leave per year which period is extended by clause 40 of these terms and conditions to a period of 30 working days’ paid leave per year for full-time practitioners.

## Ab

**Retention of other fees**

11. Practitioners may not charge fees for work arising within the normal course of their duties save as set out in the Regulations.
12. Practitioners may not charge fees for issuing any certificates listed in the Regulations.
13. Also provided free of charge (for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews) are certificates for patients claiming Income Support and sickness and disability benefits, including Incapacity Benefit, Statutory Sick Pay, Disability Living Allowance and Attendance Allowance.

**Outside activities and private practice**

14. Practitioners may undertake private practice or other work, provided that it does not conflict with their Job Plan, and save by mutual agreement is not undertaken during the contracted hours.

**Lecture fees (additional to those stated in the agreed Job Plan)**

15. Where a practitioner gives a lecture on a professional subject for which a fee is payable and the lecture is given in or substantially in contracted hours, the fee shall be paid directly to the Practice or on receipt by the practitioner remitted to the Practice. If a fee is payable for a lecture given substantially outside contracted hours the fee may be retained by the practitioner.

**Publications, lectures, etc**

16. A practitioner shall be free, without prior consent of the Practice, to publish books, articles, etc. and to deliver any lecture or speech, whether on matters arising out of his or her NHS service or not, provided that the work is not undertaken during contracted hours.

**Use of practice facilities**

17. Where, in accordance with clause 14 the practitioner undertakes professional medical duties, private practice or other activities which involve the use of Practice facilities, any charge made by the practitioner shall be represented by two elements comprising:

## Ab

- (i) a payment for professional services; and
  - (ii) a payment for the use of Practice services, accommodation and facilities.
18. The proportion of the fee recovered in respect of the second element at clause 17(ii) shall either be paid directly to the Practice or on receipt by the practitioner remitted to the Practice.
19. All charges in respect of professional services shall be a matter of agreement between the practitioner and the person or third party concerned.

**Practice meetings**

20. The practitioner is required to attend and participate in regular Practice meetings including those relating to clinical governance issues. If these meetings are held outside normal working hours, reasonable notice will be given and will be paid on a pro rata basis to a full-time practitioner's salary or adjusted by time off in lieu for such attendance if agreed in advance by the Practice. The practitioner is also required to participate in and operate clinical governance methods and systems approved by the relevant PCO, eg medical audit or quality assurance initiatives. The Practice undertakes to provide the practitioner with copies of all local PCO policies and procedures, notices of local educational meetings, and professional compendia, such as the BNF and MIMS.

**Equipment**

21. Subject to the terms of this Agreement, the Practice will use its best endeavours to provide for use at the surgery premises and maintain in good and substantial repair and condition, the under-mentioned equipment which is hereinafter referred to as 'the equipment' (but excluding the personal equipment of the practitioner):
- (i) medical and other equipment, apparatus, instruments and implements customarily used in the exercise of the profession of general medical practice; and
  - (ii) all other furniture and things incidental to the exercise of the profession of medicine.

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The items referred to in clause 21(i) and clause 21(ii) above having been identified by the Practice to the practitioner on the [day] of [month 200x].

22. Subject to the terms of this Agreement, the Practice shall further provide at the surgery premises which the practitioner is generally required to attend, the under-mentioned services which are hereinafter referred to as 'the services':
  - (i) the services of such staff as are usual for the administration of a general medical practice and assisting a medical practitioner including the maintenance of the accounts and records hereinafter referred to;
  - (ii) such materials, drugs and supplies as are customarily used in general medical practice; and
  - (iii) the services of medical support staff when they are on duty at the surgery premises.
  
23. The practitioner shall not without the prior consent of the Practice use at the said surgery premises any equipment or services of the nature referred to in clauses 21(i) and 21(ii) (Equipment) other than the equipment and services provided pursuant to this Agreement.
  
24. The practitioner shall at all times utilise the Practice facilities in a proper manner and only upon and subject to the terms of this Agreement and shall indemnify the Practice against all costs of any repair or replacement of equipment occasioned by any negligent act and/or omission by the practitioner.
  
25. The Practice shall not be under any liability to the practitioner in respect of any failure to make any or all of the facilities available for a continuous period of less than three working days, unless such a failure is due to the default of the Practice.
  
26. The Practice shall cause the facilities to be available during normal surgery hours and days and the practitioner shall use every reasonable endeavour to utilise the facilities during the said hours.



## Ab

27. Outside the aforesaid hours the practitioner shall have reasonable access to the surgery premises which the practitioner is generally required to attend for the emergency treatment of patients or for purposes other than the provision of treatment and attendance on patients but connected with the practice of medicine.

**London weighting allowance (where applicable/England only)  
London zone and extra-territorially managed units**

28. A practitioner whose place of work is within the boundaries of a PCO designated by of sections 55a, 55b and 56 of the Hospital Conditions of Service shall be paid London Weighting at the rate specified.
29. A practitioner whose place of work is in one of the units designated by sections 55a, 55b and 56 of the Hospital Conditions of Service shall be paid London Weighting at the rate specified.

**Fringe zone**

30. A practitioner whose place of work is within the boundaries of a PCO designated by sections 55a, 55b and 56 of the Hospital Conditions of Service shall be paid London Weighting at the rate, unless he or she is employed at a unit described in paragraph 29 above.

**Part-time appointments**

31. Part-time practitioners shall receive the appropriate proportion of London Weighting.

**Job sharing**

32. Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the job sharing of a post in any grade shall be determined in accordance with the provisions of section 11 of the General Whitley Council Handbook.

## Ab

**Salary range and starting salaries**

33. Except as provided elsewhere in these Terms and Conditions of Service practitioners on appointment will be paid at an appropriate point on the relevant range set out in Appendix 1 for their post.
34. Practices shall have discretion to fix the practitioner's salary for the first year of his or her employment at a figure higher than the minimum salary range point having regard to one or more of the practitioner's:
- (i) equivalent service;
  - (ii) service in HM forces, or in a developing country;
  - (iii) special experience;
  - (iv) qualifications;
  - (v) local job market requirements;
  - (vi) time working as a GP principal whether in GMS or PMS;
  - (vii) geographical considerations; and
  - (viii) the requirement for the practitioner to work out of hours where such service cannot otherwise be provided.

**Medical indemnity**

35. The practitioner is required to hold full GMC (General Medical Council) registration with a licence to practise and be listed on the GMC's GP Register. The practitioner is required to have adequate and appropriate insurance or indemnity arrangements in place covering the full scope of their medical practice. Appropriate arrangements must cover liabilities that arise whenever a claim is brought. Please note that practitioners in England and Wales are covered for clinical negligence claims relating to the delivery of NHS primary medical services, by the state-funded indemnity scheme which was introduced in 2019. Practitioners working in Scotland and Northern Ireland are required to provide written evidence of such arrangements.

**Termination of employment**

36. This Agreement shall be subject to termination forthwith by the Practice (in line with Practice employment procedures) if the practitioner:
- (i) has his/her name removed from the Medical Register (except under [insert as set out below]);

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**England, Wales and Scotland**

Insert:

'section 30(5) of the Medical Act 1983'

**Northern Ireland**

Insert:

'the relevant provisions of The Health and Personal Social Services Act (NI) 2001 Nlc3'

- (ii) conducts him/herself in a manner which results in his/her name being [insert as set out below] (whereby medical practitioners who have been written to at a certain address by the Registrar but no answer has been received from that address for six months, are erased from the Medical Register));

**England and Scotland**

Insert:

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

**Wales**

Insert:

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

**Northern Ireland**

Insert:

'the relevant provisions of The Health and Personal Social Services Act (NI) 2001 Nlc3'

- (iii) has his/her name removed [insert as set out below] from a list maintained under the List Regulations;

**England, Scotland and Northern Ireland**

Insert:

'or suspended'

- (iv) commits any gross or persistent breaches of the practitioner's obligations under this Agreement and such a power of determination shall be exercisable notwithstanding that on some earlier occasion the Practice may have waived or otherwise failed to exercise their rights to termination under this clause; or

Ab

- (v) is guilty of illegal substance abuse or habitual insobriety [insert as set out below].

### Wales

Insert:

‘despite reasonable efforts to support and rehabilitate’

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

### Period of notice

37. The agreed minimum period of notice by both sides shall be three months.

### Application of minimum periods

38. These arrangements shall not prevent:

- (i) the Practice or a practitioner from giving, or agreeing to give, a longer period of notice than the minimum;
- (ii) both parties to a contract agreeing to a period different from that set out;
- (iii) either party waiving its rights to notice on any occasion, or accepting payment in lieu of it; or
- (iv) either party treating the contract as terminable without notice, by reason of such conduct by the other party as enables it so to treat it at law.

### Personal and professional disciplinary procedures

39. [Insert as set out below]

### England, Scotland and Northern Ireland

Insert:

‘The relevant Hospital Conditions of Service shall apply subject to the disciplinary procedures of the Practice as they apply to medical staff or other employees.’

### Wales

Insert:

‘The relevant Hospital Conditions of Service shall apply in matters

## Ab

of personal conduct. In matters involving professional conduct or performance the relevant procedures of the Practice shall apply in line with the Guidance for Local Health Boards on Local Procedures as agreed between GPC (Wales) and the Welsh Assembly Government, Primary Care Division.’

**Annual leave**

40. Full-time practitioners shall be entitled to 30 working days’ annual leave in each year.
41. The 30 working days’ annual leave entitlement for full-time practitioners shall be taken on a pro rata basis by part-time practitioners.

**Leave years**

42. The leave year of practitioners shall run from the beginning of [xx] to the end of [xx] and holiday entitlement shall be taken pro rata.

**Public holidays**

43. The leave entitlements of practitioners are additional to ten days’ statutory and public holidays to be taken in accordance with section 2 of the General Whitley Council Handbook, as amended, or days in lieu thereof. In addition, a practitioner who in the course of his or her duty was required to visit a patient or be present at premises designated for the provision of health services under the practitioner’s contract of employment between the hours of midnight and 9 am on a statutory or public holiday should receive a day off in lieu.
44. If Monday is a working day for the GP, the individual will have at least 4 Mondays off due to this. It is good practice to allocate pro-rata bank holidays to all staff according to their hours regardless of the days on which they work. This means that if their normal working days do not include Mondays, they may gain a few days or part days of annual leave in lieu of bank holidays. If you work Mondays and work much less than full time, then your pro-rata bank holiday entitlement is likely to be less than the actual number of Mondays you will have off resulting in a potential deduction from your annual leave.

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**General**

45. Practitioners shall notify the Practice when they wish to take annual leave, and the granting of such leave shall be subject to approved arrangements having been made for their work to be done during their absence. Approval should not be unreasonably withheld. Locums should be employed by the Practice where it is not possible for other practitioners to deputise for an absent colleague.

**Hospital Conditions of Service**

46. The provisions of paragraphs 205 to 217 of the Hospital Conditions of Service shall apply to practitioners in regular appointments, save that, where a practitioner has arranged to go overseas on a rotational appointment or on an appointment which is considered by the Director of Postgraduate Medical Education or College or Faculty Adviser to be part of a suitable programme of training, or to undertake voluntary service, the practitioner may carry forward any outstanding annual leave to the next regular appointment, provided that:
- (i) the next regular appointment is known in advance of the practitioner leaving the Practice to go overseas; and
  - (ii) the practitioner takes no other post outside the NHS during the break of service, apart from limited or incidental work during the period of the training appointment or voluntary service.

**Sick leave****Scale of allowances**

47. A practitioner absent from duty owing to illness, injury or other disability shall, subject to the provisions of paragraph 48 (calculation of allowances), be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Hospital Conditions of Service.
48. The Practice shall have discretion to extend the application of the foregoing scale in an exceptional case. A case of a serious nature, in which a period of sick leave on full pay in excess of the period of benefit stipulated above would, by relieving anxiety, materially assist a recovery of health, shall receive special consideration by the Practice.

## Ab

**Calculation of allowances**

49. The rate of allowance, and the period for which it is to be paid in respect of any period of absence due to illness, shall be in accordance with paragraphs 225–244 of the Hospital Conditions of Service.

**Study/professional leave****Definition**

50. Subject to paragraph 51 (conditions) study leave will be granted for postgraduate or continuing professional development (CPD) purposes approved by the Practice, and includes study (usually, but not exclusively or necessarily, on a course), research, teaching, examining or taking examinations, visiting clinics and attending professional conferences.
51. Practitioners will also be required to comply with the requirements for appraisal and revalidation as may from time to time apply. Furthermore, at least four hours per week on an annualised basis shall be protected for activities related to professional development as outlined in the agreed Job Plan. Appropriate provision for activities relating to professional development will be provided for part-time practitioners.

**Conditions**

52. The following conditions shall apply:
- (i) the leave and the purpose for which it is required must be approved by the Practice concerned;
  - (ii) where leave with pay is granted, the practitioner must not undertake any remunerative work without the special permission of the Practice.

**Special leave with and without pay**

53. The provisions of section 3 of the General Whitley Council Handbook shall apply, with the following qualifications:
- (i) Attendance at court as witness. For practitioners attending court as medical or dental witnesses such attendance is governed by paragraphs 30 to 37 and 40 to 42 of section 3;
  - (ii) Jury service. Normally medical and dental practitioners are entitled to be excused jury service [see below];

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Note to (ii): This is no longer correct.

- (iii) Contact with notifiable diseases. In general, the situation will not arise in the case of medical practitioners because of their professional position.

### **Maternity leave**

54. The provisions of section 6 of the General Whitley Council Handbook shall apply.

### **Special leave for domestic, personal and family reasons**

55. The provisions of section 12 of the General Whitley Council Handbook shall apply [see below].

Note: Section 12 of the GWC Handbook has been superseded by a new section 7. To avoid ambiguity, we advise that the contract should make reference to this new section 7 of the GWC Handbook.

UPDATED  
2021

### **Shared Parental Leave**

55A The provisions of section 6 of Chapter 12 of the Salaried GP Handbook as amended on [DATE] shall apply so as to entitle the employee to enhanced shared parental leave pay in accordance with the terms of the Salaried GP Handbook.

### **Local Medical Committees**

56. The LMC voluntary levy for the practitioner shall be paid by the Practice.

### **Expenses**

57. Expenses shall be paid at the rates appropriate to all NHS practitioner employees (as per all other NHS employees).

### **Miscellaneous**

Application of General Whitley Council Handbook [insert as set out below]



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**England, Wales and Scotland**

Insert:

'58. The provisions of sections 7 (Equal Opportunities), 8 (Harassment at Work), 9 (Child Care), 10 (Retainer Schemes) subject where appropriate to the particular provisions of the Doctors and Dentists Retainer Schemes set out in Annex B of PM(79)3 and EL(90)222 respectively, 27 (Reimbursement of telephone expenses), 33 (Dispute Procedures), 41 (Health Awareness for NHS Staff), 45 (Arrangements for redundancy payments), 52 (Position of Employees elected to Parliament), 53 (Membership of Local Authorities), 54 (Payment of Annual Salaries), 59 (NHS Trusts – Continuity of Service), and 61 (Annual Leave and Sick Pay Entitlements on Re-Entry and Entry into NHS Employment) of the General Whitley Council Handbook shall apply.'

**Northern Ireland**

Insert:

'59. The provisions of sections 7 (Equal Opportunities), 8 (Harassment at Work), 9 (Child Care), 10 (Retainer Schemes), 28 (Reimbursement of telephone expenses), 41 (Health Awareness for NHS Staff), 42 (Disciplinary and Disputes Procedure), 45 (Arrangements for redundancy payments), 52 (Position of Employees elected to Parliament), 53 (Membership of Local Authorities), 54 (Payment of Annual Salaries), 59 (NHS Trusts – Continuity of Service), and 61 (Annual Leave and Sick Pay Entitlements on Re-Entry and Entry into HPSS Employment) of the General Whitley Council Handbook (which in this contract means the General Terms and Conditions of Service Handbook for NI) shall apply.'

*However the BMA recommends that this wording in total should only be inserted if the suggested insertion at paragraph 1.7 above is made.*

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## Appendix C

### Maternity leave and pay provisions under section 6 of the General Whitley Council Handbook: Advance Letter (GC) 1/2003

**This is a reproduction of the Advance Letter concerning s6 of the GWC Handbook.**

#### Introduction

1. **Part A** of this Section sets out the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.
2. **Part B** gives information about the position of staff who are not covered by this scheme because they do not have the necessary service or do not intend to return to NHS employment.
3. **Part C** defines the service that can be counted towards the twelve month continuous service qualification set out in paragraph 5.1 below and which breaks in service may be disregarded for this purpose.
4. **Part D** explains how to get further information about employees' statutory entitlements. [Note: Not included in this copied version]

#### PART A

##### Eligibility

5. An employee working full-time or part-time will be entitled to paid and unpaid maternity leave under the NHS contractual maternity pay scheme if:
  - 5.1 she has twelve months continuous service (see Part C) with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth;
  - 5.2 she notifies her employer in writing before the end of the 15th week before the expected date of childbirth (or if this is not possible, as soon as is reasonably practicable thereafter):
    - 5.2.1 of her intention to take maternity leave;

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- 5.2.2 of the date she wishes to start her maternity leave (but see paragraph 6 below);
- 5.2.3 that she intends to return to work with the same or another NHS employer for a minimum period of three months after her maternity leave has ended;
- 5.2.4 and provides a MATB1 form from her midwife or GP giving the expected date of childbirth.

### **Changing the maternity leave start date**

- 6. If the employee subsequently wants to change the date from which she wishes her leave to start she should notify her employer at least 28 days beforehand (or, if this is not possible, as soon as is reasonably practicable beforehand).

### **Confirming maternity leave and pay**

- 7. Following discussion with the employee, the employer should confirm in writing:
  - 7.1 the employee's paid and unpaid leave entitlements under this agreement (or statutory entitlements if the employee does not qualify under this agreement);
  - 7.2 unless an earlier return date has been given by the employee, her expected return date based on her 52 weeks paid and unpaid leave entitlement under this agreement, and
  - 7.3 the length of any period of accrued annual leave which it has been agreed may be taken following the end of the formal maternity leave period (see paragraphs 37 and 38 below);
  - 7.4 the need for the employee to give at least 28 days notice if she wishes to return to work before the expected return date.

### **Keeping in touch**

- 8. Before going on leave, the employer and the employee should also discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave including:
  - 8.1 any voluntary arrangements that the employee may find helpful to help her keep in touch with developments at work and, nearer the time of her return, to help facilitate her return to work;

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- 8.2 keeping the employer in touch with any developments that may affect her intended date of return.

### **Paid maternity leave**

#### **Amount of pay**

9. Where an employee intends to return to work the amount of contractual maternity pay receivable is as follows:
  - 9.1 for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance (including any dependants allowances) receivable;
  - 9.2 for the next 14 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance (including any dependants allowances) receivable providing the total receivable does not exceed full pay;
  - 9.3 for the next four weeks, the employee will receive the standard rate of Statutory Maternity Pay or Maternity Allowance.
10. By prior agreement with the employer this entitlement may be paid in a different way, for example a combination of full pay and half pay or a fixed amount spread equally over the maternity leave period.

#### **Calculation of maternity pay**

11. Full pay will be calculated using the average weekly earnings rules used for calculating Statutory Maternity Pay entitlements, subject to the following qualifications:
  - 11.1 in the event of a pay award or annual increment being implemented before the paid maternity leave period begins, the maternity pay should be calculated as though the pay award or annual increment had effect throughout the entire Statutory Maternity Pay calculation period. If such a pay award was agreed retrospectively, the maternity pay should be re-calculated on the same basis.
  - 11.2 in the event of a pay award or annual increment being implemented during the paid maternity leave period, the maternity pay due from the date of the pay award or annual increment should be increased accordingly. If such a pay

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award was agreed retrospectively, the maternity pay should be re-calculated on the same basis.

- 11.3 In the case of an employee on unpaid sick absence or on sick absence attracting half pay during the whole or part of the period used for calculating average weekly earnings in accordance with the earnings rules for Statutory Maternity Pay purposes, average weekly earnings for the period of sick absence shall be calculated on the basis of notional full sick pay.

### **Unpaid contractual maternity leave**

12. Employees will also be entitled to 26 weeks unpaid leave.

### **Commencement and duration of leave**

13. An employee may begin her maternity leave at any time between the eleventh week before the expected week of childbirth and the expected week of childbirth provided she gives the required notice.

### **Sickness prior to childbirth**

14. If an employee is off work ill, or becomes ill, with a pregnancy related illness during the last four weeks before the expected week of childbirth, maternity leave will normally commence at the beginning of the fourth week before the expected week of childbirth or the beginning of the next week after the employee last worked whichever is the later. Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self certificate, shall be treated as sick leave in accordance with normal sick leave provisions.
15. Odd days of pregnancy related illness during this period may be disregarded if the employee wishes to continue working till the maternity leave start date previously notified to the employer.

### **Premature birth**

16. Where an employee's baby is born alive prematurely the employee will be entitled to the same amount of maternity leave and pay as if her baby was born at full term.

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17. Where an employee's baby is born before the eleventh week before the expected week of childbirth, and the employee has worked during the actual week of childbirth, maternity leave will start on the first day of the employee's absence.
18. Where an employee's baby is born before the eleventh week before the expected week of childbirth, and the employee has been absent from work on certified sickness absence during the actual week of childbirth, maternity leave will start at the beginning of the actual week of childbirth.
19. Where an employee's baby is born before the eleventh week before the expected week of childbirth and the baby is in hospital the employee may split her maternity leave entitlement, taking a minimum period of two weeks leave immediately after childbirth and the rest of her leave following her baby's discharge from hospital.

**Still birth**

20. Where an employee's baby is born dead after the 24th week of pregnancy the employee will be entitled to the same amount of maternity leave and pay as if her baby was born alive.

**Miscarriage**

21. Where an employee has a miscarriage before the 25th week of pregnancy normal sick leave provisions will apply as necessary.

**Health and safety of employees pre and post birth**

22. Where an employee is pregnant, has recently given birth or is breastfeeding, the employer should carry out a risk assessment of her working conditions. If it is found, or a medical practitioner considers, that an employee or her child would be at risk were she to continue with her normal duties the employer should provide suitable alternative work for which the employee will receive her normal rate of pay. Where it is not reasonably practicable to offer suitable alternative work the employee should be suspended on full pay.
23. These provisions also apply to an employee who is breastfeeding if it is found that her normal duties would prevent her from successfully breastfeeding her child.

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**Return to work**

24. An employee who intends to return to work at the end of her full maternity leave will not be required to give any further notification to the employer, although if she wishes to return early she must give at least 28 days notice.
25. An employee has the right to return to her job under her original contract and on no less favourable terms and conditions.

**Returning on flexible working arrangements**

26. If at the end of maternity leave the employee wishes to return to work on different hours the NHS employer has a duty to facilitate this wherever possible, with the employee returning to work on different hours in the same job. If this is not possible the employer must provide written, objectively justifiable reasons for this and the employee should return to the same grade and work of a similar nature and status to that which they held prior to their maternity absence.
27. If it is agreed that the employee will return to work on a flexible basis, including changed or reduced hours, for an agreed temporary period this will not affect the employees right to return to her job under her original contract at the end of the agreed period.

**Sickness following the end of maternity leave**

28. In the event of illness following the date the employee was due to return to work normal sick leave provisions will apply as necessary.

**Failure to return to work**

29. If an employee who has notified her employer of her intention to return to work for the same or a different NHS employer in accordance with paragraph 5.2.3 above fails to do so within 15 months of the beginning of her maternity leave she will be liable to refund the whole of her maternity pay, less any Statutory Maternity Pay, received. In cases where the employer considers that to enforce this provision would cause undue hardship or distress the employer will have the discretion to waive their rights to recovery.

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**Fixed-term contracts or training contracts**

30. Employees subject to fixed-term or training contracts which expire after the eleventh week before the expected week of childbirth, and who satisfy the conditions in paragraph 5.1, 5.2.1, 5.2.2 and 5.2.4, shall have their contracts extended so as to allow them to receive the 26 weeks paid contractual maternity leave set out in paragraph 9 above.
31. Absence on maternity leave (paid and unpaid) up to 52 weeks before a further NHS appointment shall not constitute a break in service.
32. If there is no right of return to be exercised because the contract would have ended if pregnancy and childbirth had not occurred the repayment provisions set out in paragraph 29 above will not apply.
33. Employees on fixed-term contracts who do not meet the twelve months continuous service condition set out in paragraph 5.1 above may still be entitled to Statutory Maternity Pay.

**Rotational training contracts**

34. Where an employee is on a planned rotation of appointments with one or more NHS employers as part of an agreed programme of training, she shall have the right to return to work in the same post or in the next planned post irrespective of whether the contract would otherwise have ended if pregnancy and childbirth had not occurred. In such circumstances the employee's contract will be extended to enable the practitioner to complete the agreed programme of training.

**Contractual rights**

35. During maternity leave (both paid and unpaid) an employee retains all of her contractual rights except remuneration.

**Increments**

36. Maternity leave, whether paid or unpaid, shall count as service for annual increments and for the purposes of any service qualification period for additional annual leave.



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**Accrual of annual leave**

37. Annual leave will continue to accrue during maternity leave, whether paid or unpaid, provided for by this agreement.
38. Where the amount of accrued annual leave would exceed normal carry over provisions, it may be mutually beneficial to both the employer and employee for the employee to take annual leave before and/or after the formal (paid and unpaid) maternity leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and the employer.

**Pensions**

39. Pension rights and contributions shall be dealt with in accordance with the provisions of the NHS Superannuation Regulations.

**Antenatal care**

40. Pregnant employees have the right to paid time off for antenatal care. Antenatal care may include relaxation and parentcraft classes as well as appointments for antenatal care.

**PART B****Employees not returning to NHS employment or with less than 12 months continuous service**

41. An employee who satisfies the conditions in paragraph 5, except that she does not intend to work with the same or another NHS employer for a minimum period of three months after her maternity leave is ended, will be entitled to pay equivalent to Statutory Maternity Pay, which is paid at 90% of her average weekly earnings for the first 6 weeks of her maternity leave and to a flat rate sum for the following 20 weeks.
42. If an employee does not satisfy the conditions in paragraph 5 for contractual maternity pay she may still be entitled to Statutory Maternity Pay. Statutory Maternity Pay will be paid regardless of whether she satisfies the conditions in paragraph 5. If her earnings are too low for her to qualify for Statutory Maternity Pay, or she does not qualify for another reason, she should be advised to claim Maternity Allowance from her local Job Centre Plus or social security office.

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43. Employees who fall into the category set out in paragraph 42 will also qualify for twenty six weeks unpaid maternity leave. Part D contains further information on statutory maternity entitlements.

## **PART C**

### **Continuous service**

44. For the purposes of calculating whether the employee meets the twelve months continuous service with one or more NHS employers qualification set out in paragraph 5.1 the following provisions shall apply:
- 44.1 NHS employers includes health authorities, NHS Boards, NHS Trusts, Primary Care Trusts and the Northern Ireland Health Service;
- 44.2 a break in service of three months or less will be disregarded (though not count as service);
- 44.3 the following breaks in service will also be disregarded (though not count as service):
- employment under the terms of an honorary contract;
  - employment as a locum with a general practitioner for a period not exceeding twelve months;
  - a period of up to twelve months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the speciality concerned;
  - a period of voluntary service overseas with a recognised international relief organisation for a period of twelve months which may exceptionally be extended for twelve
  - months at the discretion of the employer which recruits the employee on her return;
  - absence on a employment break scheme in accordance with the provisions of Section 7 of the General Council Handbook;
  - absence on maternity leave (paid or unpaid) as provided for under this agreement.

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45. Employers may at their discretion extend the period specified in paragraphs 44.2 and 44.3.
46. Employment as a trainee with a General Medical Practitioner in accordance with the provisions of the Trainee Practitioner Scheme shall similarly be disregarded and count as service.
47. Employers have the discretion to count other previous NHS service or service with other employers.

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## Appendix D

### Paternity leave and parental leave provisions under section 7 of the General Whitley Council Handbook: Advance Letter (GC) 1/2003

This is a reproduction of the Advance Letter concerning s7 of the GWC Handbook.

#### Balancing work and personal life

##### 1. General

- 1.1 NHS employers should provide employees with access to leave arrangements which support them in balancing their work responsibilities with their personal commitments.
- 1.2 Leave arrangements should be part of an integrated policy of efficient and employee friendly employment practices, and this part of the agreement should be seen as operating in conjunction with other sections, particularly the Employment Break Scheme, Flexing Work Positively and Caring for Children and Adults sections.
- 1.3 Arrangements should be agreed between employers and local trade union representatives.
- 1.4 A dependant is someone who is an employee's parent, wife, husband, partner, child or is someone who relies on the employee in a particular emergency.

##### 2. Forms of leave

###### Parental leave

- 2.1 This should be a separate provision from either maternity or paternity leave and should provide an untransferable individual right to at least 13 weeks leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
- 2.2 Parental leave should be applicable to any employee with twelve months service in the NHS who has nominated caring responsibility for a child under age 14(18 in cases of adoption or disabled children).
- 2.3 Leave arrangements need to be as flexible as possible, so that leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of paternity or maternity leave.

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- 2.4 Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.
- 2.5 During parental leave the employee retains all of his/her contractual rights, except remuneration, and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
- 2.6 It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

#### **Paternity leave and pay and ante-natal leave**

- 2.7 There will be an entitlement to two weeks paid paternity leave per birth.
- 2.8 This will apply to biological and adoptive fathers, nominated carers, and same sex partners.
- 2.9 Eligibility will be twelve months service. Those with less service will be entitled to unpaid leave subject to local agreement.
- 2.10 Local agreements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
- 2.11 An employee must give his employer a completed form SC3 Becoming a parent at least 28 days before they want leave to start.
- 2.12 Reasonable paid time off to attend ante-natal classes will also be given.

#### **Adoption leave and pay**

- 2.13 This will be available to people wishing to adopt a child and who have primary care responsibilities for that child.
- 2.14 The leave should cover official meetings in the adoption process as well as time after the adoption itself.
- 2.15 The agreement for time off after the adoption should cover circumstances where the child is initially unknown to the adoptive parents. If there is an established relationship with

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- the child, such as fostering prior to adoption, time off for official meetings only should be considered.
- 2.16 Where the child is below age 18 adoption leave and pay will be in line with the maternity leave and pay provisions which are set out in Section 6 of the GWC Handbook.
  - 2.17 If the same employer employs both parents the period of leave and pay may be shared. If one parent is identified as the primary carer, then s/he should be entitled to the majority of the leave with the other person being entitled to paternity leave and pay.

### **Leave/time off for domestic reasons**

- 2.18 This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.
- 2.19 The agreement should cover all employees.
- 2.20 There will be no service qualification for this form of leave.
- 2.21 Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
- 2.22 If the need for time off continues, other options may be considered, such as a career break.
- 2.23 Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
- 2.24 Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

### **3. Monitoring and review**

- 3.1 All applications and outcomes should be recorded, and each leave provision should be annually reviewed by employers in partnership with local staff side representatives.

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## Appendix E

### Schedule 29 of the consultants' terms and conditions (England) 2003 as at 1 April 2008: Parental leave, paternity leave and pay, adoption leave and pay, and time off for domestic reasons

**This is an extract from the consultants' hospital terms and conditions (England) as at 1 April 2008.**

4. A dependant is someone who is married to, or is a partner or civil partner, "a near relative" or someone who lives at the same address as the employee. A relative for this purpose includes: parents, parents-in-law, adult children, adopted adult children, siblings (including those who are in-laws), uncles, aunts, grandparents and step relatives or is someone who relies on the employee in a particular emergency.

#### Parental leave

5. This should be a separate provision from either maternity or maternity support leave and should provide an untransferable individual right to at least 13 weeks' leave (18 weeks if child is disabled). Leave is normally unpaid, but may be paid by local agreement.
6. Parental leave should be applicable to any employee in the NHS who has nominated caring responsibility for a child under age 14 (18 in cases of adoption or disabled children).
7. Leave arrangements need to be as flexible as possible, so that the leave may be taken in a variety of ways by local agreement. Parental leave can be added to periods of maternity support or maternity leave.
8. Notice periods should not be unnecessarily lengthy and should reflect the period of leave required. Employers should only postpone leave in exceptional circumstances and give written reasons. Employees may also postpone or cancel leave that has been booked with local agreement.

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9. During parental leave the employee retains all of his or her contractual rights, except remuneration and should return to the same job after it. Pension rights and contributions shall be dealt with in accordance with NHS Superannuation Regulations. Periods of parental leave should be regarded as continuous service.
10. It is good practice for employers to maintain contact (within agreed protocols) with employees while they are on parental leave.

### **Maternity support (paternity) leave and pay and ante-natal leave**

11. This will apply to biological and adoptive fathers, nominated carers and same sex partners.
12. There will be an entitlement to two weeks' occupational maternity support pay. Full pay will be calculated on the basis of the average weekly earnings rules used for calculating occupational maternity pay entitlements. The employee will receive full pay less any statutory paternity pay receivable. Only one period of occupational paternity pay is ordinarily available when there is a multiple birth. However, NHS organisations have scope for agreeing locally more favourable arrangements where they consider it necessary, or further periods of unpaid leave.
13. Eligibility for occupational paid maternity support pay will be twelve months' continuous service with one or more NHS employers at the beginning of the week in which the baby is due. More favourable local arrangements may be agreed with staff representatives and/or may be already in place.
14. Local arrangements should specify the period during which leave can be taken and whether it must be taken in a continuous block or may be split up over a specific period.
15. An employee must give his or her employer a completed form SC3 "Becoming a Parent" at least 28 days before they want leave to start. The employer should accept later notification if there is good reason.



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16. Reasonable paid time off to attend ante-natal classes will also be given.
17. All employees are entitled to two weeks maternity support leave. Employees who are not eligible for occupational maternity support pay may still be entitled to Statutory Paternity Pay (SPP) subject to the qualifying conditions. The rate of SPP is the same as for Statutory Maternity Pay (SMP).

### **Adoption leave and pay**

18. All employees are entitled to take 52 weeks adoption leave.
19. There will be entitlement to paid occupational adoption leave for employees wishing to adopt a child who is newly placed for adoption.
20. It will be available to people wishing to adopt a child who has primary carer responsibilities for that child.
21. Where the child is below the age of 18 adoption leave and pay will be in line with the maternity leave and pay provisions as set out in this agreement.
22. Eligibility for occupational adoption pay will be twelve months' continuous NHS service ending with the week in which they are notified of being matched with the child for adoption. This will cover the circumstances where employees are newly matched with the child by an adoption agency.
23. If there is an established relationship with the child, such as fostering prior to the adoption, or when a step-parent is adopting a partner's children there is scope for local arrangements on the amount of leave and pay in addition to time off for official meetings.
24. If the same employer employs both parents the period of leave and pay may be shared. One parent should be identified as the primary carer and be entitled to the majority of the leave. The partner of the primary carer is entitled to occupational paternity leave and pay.

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25. Reasonable time off to attend official meetings in the adoption process should also be given.
26. Employees who are not eligible for occupational adoption pay, may still be entitled to Statutory Adoption Pay (SAP) subject to the qualifying conditions. The rate of SAP is the same as for Statutory Maternity Pay.

**Leave/time off for domestic reasons**

28. This form of leave should cover a range of needs, from genuine domestic emergencies through to bereavement.
29. These provisions should cover all employees.
30. Payment may be made by local agreement, but the expectation is that relatively short periods of leave for emergencies will be paid.
31. If the need for time off continues, other options may be considered, such as a career break.
32. Applicants for the above forms of leave should be entitled to a written explanation if the application is declined.
33. Appeals against decisions to decline an application for leave should be made through the Grievance Procedure.

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## Appendix F

### Model GP contract insertion of the right to enhanced shared parental leave 2021 (England)

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UPDATED  
2021

[NAME]

[ADDRESS]

[DATE]

Dear [NAME OF PRACTICE/PRACTICE MANAGER/MANAGING PARTNER],

As you may be aware, GPC recently agreed a joint commitment with NHS England and Improvement, to work towards eradicating the significant Gender Pay Gap in General Practice. A key component of this is supporting practices to offer Enhanced Shared Parental Leave to employed GPs, starting as soon as possible in 2021/22. By promoting and offering Enhanced Shared Parental leave, parents will be able to split the caring burden between them, rather than it falling heavily on women, and this in turn will reduce the negative impact on women's lifetime earning potential and career progression.

Enhanced shared parental leave and pay, equal to enhanced maternity leave and pay, has already been offered to Junior Doctors and staff on Agenda for Change contracts, and so these changes will bring Salaried GPs' entitlements in line with those colleagues.

Consequently, the enhanced SPL pay entitlement for those would meet the eligibility criteria for statutory SPL, is as follows:

- 6 weeks' full pay including statutory pay;
- 18 weeks' half pay plus statutory pay;
- 3 weeks at statutory pay; and
- 13 weeks that are unpaid

Practices should be able to claim back locum cover costs, as for maternity cover, in the same way according to the SFE.

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More details on the entitlement and eligibility criteria are set out in the Salaried GP handbook which has been updated to include the new entitlement.

However, these enhanced SPL provisions do not automatically apply to salaried GPs employed under the model contract. The BMA has produced the attached 'side letter' which, once signed by both employee and employer, will act as a contract variation to give the salaried GP access to the enhanced SPL terms and conditions. GPC has also produced guidance for GP partners to clarify what this means for you as an employer in terms.

Yours sincerely,

[SIGNATURE]

[NAME]

---

[EMPLOYER]

[ADDRESS]

[EMPLOYEE]

[ADDRESS]

[DATE]

Dear [EMPLOYEE],

### **Variation of Employment Contract**

1. We refer to the employment contract between you [NAME] and us [NAME AND ADDRESS OF EMPLOYER] for your employment as a general practitioner dated [DATE] (Employment Contract) [, a copy of which is attached as Schedule 1 to this letter agreement].
2. The General Practitioners Committee of the British Medical Association (BMA) has recommend enhanced shared parental leave pay for salaried GPs and on [DATE] published amended

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versions of the Salaried GP Model Contract and Model Offer Letter Guidance (which includes the Salaried GP Model Contract) and the Salaried GPs Handbook (Handbook). The recommended enhanced shared parental leave pay is set out in section 6 of the Handbook. As a result, we wish to amend the Employment Contract as set out in this letter agreement with effect from [the date of this letter agreement OR [DATE]] (Variation Date).

3. With effect from the Variation Date the parties agree to amend the Employment Contract so as to entitle you to enhanced shared parental leave pay in accordance with and subject to section 6 of Chapter 12 of the Handbook as amended on [DATE]. For the avoidance of doubt, a copy of section 6 of Chapter 12 of the Handbook is copied in the Appendix to this letter.
4. Except as set out in paragraph 3, the Employment Contract shall continue in full force and effect.
5. This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
6. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter agreement or its subject matter or formation.
7. Please sign and return the enclosed copy of this letter to acknowledge your agreement to the variation of the Employment Contract.

Yours faithfully,

for and on behalf of [NAME OF EMPLOYER]

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## Appendix G

### Section 45 of the General Whitley Council Handbook: Arrangements for redundancy payments

**This is a reproduction of section 45 of the GWC Handbook.**

#### Scope

1. These arrangements apply to employees who, having been employed for the minimum qualifying period of reckonable service (as defined in paragraph 2.2) in the National Health Service in Great Britain (or previously in Northern Ireland), are dismissed by reason of redundancy, which expression includes events described in section 81(2) of the Employment Protection (Consolidation) Act 1978, and premature retirement on organisational change under paragraphs 1(iii), 6, 7 and 8 of the agreement on Premature Payment of Superannuation and Compensation Benefits (as Section 46). The minimum qualifying period is 104 weeks continuous service whole-time or part-time.
2. When considering redundancies, regard should be had to good employment practice, such as that outlined in the ACAS booklet on handling redundancies.

#### Definitions

3. For the purposes of these arrangements, the following expressions have the meanings assigned below:
  - 3.1 "Health service authority" means a regional health authority, a district health authority, the Dental Practice Board, a special health authority, a family health service authority, the Public Health Laboratory Service Board, a health board and the Common Services Agency in Scotland, the Northern Ireland Health and Social Services Board and its Central Services Agency, and any predecessor or successor authority.
  - 3.2 "Reckonable service", which shall be calculated up to the date on which the termination of the contract takes effect, means continuous employment as defined in

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1 above with the present or any previous health service authority, after attaining age 18 years.

A period (which may include the aggregate or shorter periods) not exceeding 12 months beginning on or after 1 April 1985 spent as a GP trainee in the employment of a principal GP trainer under the trainee practitioner scheme shall, notwithstanding that it is not employment with a health service authority, also count as a “reckonable service”.

Periods of employment prior to a break of more than 12 months at any one time in employment with a health service authority shall not count as “reckonable service”, except that any period of employment as a GP trainee counted as “reckonable service” shall not count as part of any period of more than 12 months constituting a break in employment with a health service authority.

Service which qualifies under Section 58 of this handbook shall also count as reckonable service. The following previous employment shall not so count:

- 3.2.1 employment which has been the subject of terminal payments under HM(60)47 or HM(62)12 (in Scotland, SHM(60)38 or SHM(62)14;
- 3.2.2 employment which has been the subject of a redundancy payment under this agreement or under any similar redundancy arrangements in Northern Ireland;
- 3.2.3 employment which has been the subject of compensation for loss of office under the National Health Service (Transfer of Officers and Compensation) Regulations 1948 and 1960, the National Health Service (Transfer and Compensation) (Scotland) Regulations 1948 and 1960, the Local Government (Executive Councils) (Compensation) Regulations 1964 and 1966, the National Health Service (Compensation) Regulations 1971, the National Health Service (Compensation) (Scotland) Regulations 1971, or Regulations made under Section 24 of the

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Superannuation Act 1972, or any orders made under Sections 11(9) or 31(5) of the National Health Service Act 1946 or Sections 11(10) or 32(5) of the National Health Service (Scotland) Act 1947 or Sections 13(3) or 19(6) of the National Health Service (Scotland) Act 1972, or under Sections 28(6) or 60 of the Health Service Act (Northern Ireland) 1948 or Article 78 of the Health and Personal Social Services (Northern Ireland) Order 1972 or Regulations made under Section 44 of the National Health Service Reorganisation Act 1973, or Section 34A of the National Health Service (Scotland) Act 1972;

3.2.4 employment in respect of which the employee was awarded superannuation benefits.

3.3 “Superannuation benefits” means the benefits, or part of the benefits (other than a return or contribution) payable under a superannuation scheme in respect of the period of the employee’s reckonable service.

3.4 “Week’s pay”\* means either:

- 3.4.1 an amount calculated in accordance with the provisions of Schedule 14, Part II of the Employment Protection (Consolidation) Act 1978 except that paragraph 8 of Schedule 14, Part II shall not apply; or
- 3.4.2 an amount equal to  $\frac{7}{365}$ 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 or the Whitley Councils for the Health Services (Great Britain) during absence on annual leave; whichever is more beneficial to the employee.



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**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 – 1. 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 – . week's pay.  
(Overall maximum, 30 weeks' pay)
5. Fractions of a year cannot count except that they may be aggregated under 4.2.1, 4.2.2 and 4.2.3 to make complete years. These must be paid for at the lower appropriate rate for each complete year aggregated.
6. If the 64th birthday has been passed, the sum calculated under paragraph 4 above shall be reduced by one twelfth for each complete month between the date of the 64th birthday and the last day of service.

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\* Footnote – In all cases the redundancy payment will need to be recalculated, and any arrears due paid, if a retroactive pay award is notified after the date of cessation of employment

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7. ...[Applies to NHS superannuation benefits which do not apply to salaried GPs, as this is outside of the control of the employer.]

### **Exclusion from eligibility**

8. Employees otherwise eligible shall not be entitled to redundancy payments under these arrangements if they:
- 8.1 are dismissed for reasons of misconduct, with or without notice; or
  - 8.2 are age 65 or over; or
  - 8.3 have reached the normal retiring age in cases where there is a normal retiring age of less than 65 for employees holding the position which they held and the age is the same for men and women; or
  - 8.4 at the date of the termination of the contract have obtained without a break or with a break not exceeding 4 weeks suitable alternative employment with the same or another health service authority in Great Britain or NHS trust in Great Britain; or
  - 8.5 unreasonably refuse to accept or apply for suitable alternative employment with the same or another health service authority in Great Britain or NHS trust in Great Britain; or
  - 8.6 leave their employment before expiry of notice except as described at paragraph 11; or
  - 8.7 are offered a renewal of contract (with the substitution of the new employer for the previous one) where the employment is transferred to another public service employer not being a health service authority.

### **Suitable alternative employment**

9. "Suitable alternative employment", for the purpose of paragraph 8, should be determined by reference to Sections 82(3) and 82(5) of the Employment Protection (Consolidation) Act 1978. In considering whether a post is suitable alternative employment, regard should be had to the personal circumstances of the employee. Employees will, however, be expected to show some flexibility by adapting their domestic arrangements where possible.

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10. For the purpose of this scheme any suitable alternative employment must be brought to the employee's notice in writing before the date of termination of contract and with reasonable time for the employee to consider it; the employment should be available not later than 4 weeks from that date. Where this is done, but the employee 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.

Ag**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.

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## Appendix H

### BMA model contract of employment for GP retention scheme 2017

#### 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.

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- 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:

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- 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.

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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.



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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

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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:

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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

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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.

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45. If you give a lecture on a professional subject for which a fee is payable, the fee will be payable to:
- the Practice, up to a normal sessional rate, if the lecture is given in your sessions of work; or
  - 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:
- six weeks' annual leave pro rata;

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- 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.

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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.

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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 dependents 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.



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**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;

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- 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 license; 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.

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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.

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84. Without prejudice to clause 76 above, your employment will be subject to termination by the Practice without notice if:
- your name is removed from the medical register (except under section 30(5) of the Medical Act);
  - 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:
- Your current service with the Practice; and
  - 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

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(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**

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**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)]:

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**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]**

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**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.



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**APPENDIX D**

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.

<b>How many weekly sessions will the post comprise of (1-4):</b>							
	Mon	Tue	Weds	Thur	Fri	Sat	Sun
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							

**Ah****Other clinical and non-clinical work**

Please give details if applicable, to include number of hours per week. Please see GP Retention Scheme guidance for examples of work that can be undertaken.

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**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

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“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

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(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

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- 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 of a year cannot count except that they may be aggregated under 4.2.1, 4.2.2 and 4.2.3 to make complete years. These must be paid for at the lower appropriate rate for each complete year aggregated.
6. If the 64th birthday has been passed, the sum calculated under paragraph 4 above shall be reduced by one twelfth for each complete month between the date of the 64th birthday and the last day of service.
7. 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

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- 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.

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**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.



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## Confidentiality and the General Data Protection Regulation (GDPR)

All doctors must follow GMC guidance on Confidentiality when using or sharing patient information: <https://www.gmc-uk.org/ethical-guidance/ethical-guidance-for-doctors/confidentiality> The GDPR does not make any fundamental changes to the this guidance.

It is unlikely that salaried doctors will be 'data controllers' for the purposes of the GDPR. A data controller is a person or organisation that decides why and how personal data are processed.

All organisations must have data protection policies and procedures in place in order to meet their legal obligations under GDPR, for example, managing subject access requests, reporting data breaches and staff training. Salaried doctors must follow their local policies and procedures.

Many breaches of confidentiality occur inadvertently. Some practical tips which all health and care staff can use to help ensure that confidential information is protected at all times include:

- Don't share password logins or smartcards and don't leave terminals unattended when logged in
- Don't leave paper records unsupervised where they might be accessed inappropriately
- Don't download confidential information onto unencrypted portable devices such as USB sticks
- Know who to talk to in your organisation if you are unsure, for example, your Caldicott Guardian or an experienced colleague
- Avoid discussing cases in public places if the patient can be identified

Dame Fiona Caldicott, the National Data Guardian for Health and Social Care has established seven key principles for health and care staff to guide how they use and share confidential information:

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**Principle 1 – Justify the purpose(s) for using confidential information**

Every proposed use or transfer of personal confidential data within or from an organisation should be clearly defined, scrutinised and documented, with continuing uses regularly reviewed, by an appropriate guardian.

**Principle 2 – Don't use personal confidential data unless it is absolutely necessary**

Personal confidential data items should not be included unless it is essential for the specified purpose(s) of that flow. The need for patients to be identified should be considered at each stage of satisfying the purpose(s).

**Principle 3 – Use the minimum necessary personal confidential data**

Where use of personal confidential data is considered to be essential, the inclusion of each individual item of data should be considered and justified so that the minimum amount of personal confidential data is transferred or accessible as is necessary for a given function to be carried out.

**Principle 4 – Access to personal confidential data should be on a strict need-to-know basis**

Only those individuals who need access to personal confidential data should have access to it, and they should only have access to the data items that they need to see. This may mean introducing access controls or splitting data flows where one data flow is used for several purposes.

**Principle 5 – Everyone with access to personal confidential data should be aware of their responsibilities**

Action should be taken to ensure that those handling personal confidential data - both clinical and non-clinical staff – are made fully aware of their responsibilities and obligations to respect patient confidentiality.

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**Principle 6 – Comply with the law**

Every use of personal confidential data must be lawful. Someone in each organisation handling personal confidential data should be responsible for ensuring that the organisation complies with legal requirements.

**Principle 7 – The duty to share information can be as important as the duty to protect patient confidentiality**

Health and social care professionals should have the confidence to share information in the best interests of their patients within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies.

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## Appendix I

### Model GP contract insertion of the right to enhanced shared parental leave 2022 (Scotland)

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[NAME]

[ADDRESS]

[DATE]

Dear [NAME OF PRACTICE/PRACTICE MANAGER/MANAGING PARTNER],

BMA Scotland and the Scottish Government are committed to eliminating any Gender Pay Gap in General Practice. A key component of this is supporting practices to offer Enhanced Shared Parental Leave ("ESPL") to employed GPs. By promoting and offering ESPL, parents will be able to split caring responsibilities between them, rather than it being provided predominantly by women. This in turn will help reduce the negative impact on women's lifetime earning potential and career progression.

ESPL and pay, equal to enhanced maternity leave and pay, has already been offered to Junior Doctors and staff on Agenda for Change contracts, and so these changes will bring Salaried GPs' entitlements in line with those colleagues.

Consequently, the ESPL pay entitlement for those would meet the eligibility criteria for statutory SPL, is as follows:

- 6 weeks' full pay including statutory pay + 18 weeks' half pay plus statutory pay
- 13 weeks at statutory pay, and
- 13 weeks that are unpaid.

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The Scottish Government has confirmed to BMA Scotland that GP practices will be able to claim back locum cover costs for enhanced shared parental leave, as for maternity cover, as set out in the Statement of Financial Entitlements.

More details on the entitlement and eligibility criteria are set out in the Salaried GP handbook which has been updated to include the new entitlement.

These ESPL provisions do not automatically apply to Salaried GPs employed under the model contract. The BMA has produced the attached 'side letter' which, once signed by both employee and employer, will act as a contract variation to give the Salaried GP access to the ESPL terms and conditions.

Yours sincerely, [SIGNATURE] [NAME]

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## Enhanced shared parental leave Variation of Employment Contract Template Letter – Scotland

[EMPLOYER] [ADDRESS]

[EMPLOYEE] [ADDRESS]

[DATE]

Dear [EMPLOYEE],

### Variation of Employment Contract

1. We refer to the employment contract between you [NAME] and us [NAME AND ADDRESS OF EMPLOYER] for your employment as a general practitioner dated [DATE] (Employment Contract), [ a copy of which is attached as Schedule 1 to this letter agreement].

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2. The BMA Scottish General Practitioners Committee has recommend enhanced shared parental leave pay for salaried GPs and has published amended versions of the Salaried GP Model Contract and Model Offer Letter Guidance (which includes the Salaried GP Model Contract) and the Salaried GPs Handbook (Handbook). The recommended enhanced shared parental leave pay is set out in section 6 of the Handbook. As a result, we wish to amend the Employment Contract as set out in this letter agreement with effect from [the date of this letter agreement] (Variation Date).
3. With effect from the Variation Date the parties agree to amend the Employment Contract so as to entitle you to enhanced shared parental leave pay in accordance with and subject to section 6 of Chapter 12 of the Handbook. For the avoidance of doubt, a copy of section 6 of Chapter 12 of the Handbook is copied in the Appendix to this letter.
4. Except as set out in paragraph 3, the Employment Contract shall continue in full force and effect.
5. This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of Scotland.
6. The parties irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter agreement or its subject matter or formation.
7. Please sign and return the enclosed copy of this letter to acknowledge your agreement to the variation of the Employment Contract.

Yours faithfully,

for and on behalf of [NAME OF EMPLOYER]

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## Enhanced shared parental leave Variation of Employment Contract Template Letter – Scotland

[EMPLOYER] [ADDRESS]

[EMPLOYEE] [ADDRESS]

[DATE]

Dear [EMPLOYEE],

### Variation of Employment Contract

1. We refer to the employment contract between you [NAME] and us [NAME AND ADDRESS OF EMPLOYER] for your employment as a general practitioner dated [DATE] (Employment Contract), [a copy of which is attached as Schedule 1 to this letter agreement].
2. The BMA Scottish General Practitioners Committee has recommend enhanced shared parental leave pay for salaried GPs and has published amended versions of the Salaried GP Model Contract and Model Offer Letter Guidance (which includes the Salaried GP Model Contract) and the Salaried GPs Handbook (Handbook). The recommended enhanced shared parental leave pay is set out in the Handbook. As a result, we wish to amend the Employment Contract as set out in this letter agreement with effect from [the date of this letter agreement] (Variation Date).
3. With effect from the Variation Date the parties agree to amend the Employment Contract so as to entitle you to enhanced shared parental leave pay in accordance with and subject to Handbook. For the avoidance of doubt, a copy of section 6 of Chapter 12 of the Handbook is copied in the Appendix to this letter.
4. Except as set out in paragraph 3, the Employment Contract shall continue in full force and effect.

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5. This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of Scotland.
6. The parties irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter agreement or its subject matter or formation.
7. Please sign and return the enclosed copy of this letter to acknowledge your agreement to the variation of the Employment Contract.

Yours faithfully,

for and on behalf of [NAME OF EMPLOYER]



## Aj

## Appendix J

### Enhanced shared parental leave template letter to practices and Variation of employment contract template letter – Wales

#### Enhanced shared parental leave Template letter to practices

[NAME]

[ADDRESS]

[DATE]

Dear [NAME OF PRACTICE/PRACTICE MANAGER/MANAGING PARTNER],

As you may be aware, following the successful conclusion of tripartite negotiations with Welsh Government and NHS Wales, GPC Wales have now recently agreed the GMS contract 2021-22. Effective from 30 March 2022, this agreement introduces a new entitlement of Enhanced Shared Parental Leave for salaried GPs employed by practices in Wales. A key component in moving towards eradicating the significant Gender Pay Gap in General Practice of this is supporting practices to offer Enhanced Shared Parental Leave to employed GPs. By promoting and offering the new Enhanced Shared Parental leave provisions, parents will be able to split the caring burden between them, rather than it falling heavily on women, and this in turn will reduce the negative impact on women's lifetime earning potential and career progression.

Enhanced shared parental leave and pay, equal to enhanced maternity leave and pay, has already been offered to staff on Agenda for Change contracts, and so these changes will now bring Salaried GPs' entitlements in line with those colleagues.

Consequently, the enhanced SPL pay entitlement for those would meet the eligibility criteria for statutory SPL, is as follows:

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- 6 weeks' full pay including statutory pay;
- 18 weeks' half pay plus statutory pay;
- 13 weeks at statutory pay; and
- 13 weeks that are unpaid

Practices will be entitled to claim back locum cover costs, as for parental leave cover, and this is reflected in the Amendments to the Welsh SFE issued on 29 March 2022 and coming into force 30 March 2022. The amendments provide that a Health Board may reimburse a contractor for costs of enhanced shared parental leave when qualifying conditions are met.

More details on the entitlement and eligibility criteria are also set out in the Salaried GP handbook which has been updated to include the new entitlement.

However, for salaried GP's currently employed by the practice, their contracts will need to be amended to reflect the new enhanced SPL provisions. The salaried GP contract handbook also details that this additional entitlement should be in place for new employees. To ensure the contractual enhancements are incorporated in all current contracts the BMA has produced the attached 'side letter' which, once signed by both employee and employer, will act as a contract variation to give the salaried GPs access to the enhanced SPL terms and conditions. The BMA has also produced guidance for GP partners to clarify what this means for you as an employer, available at <https://www.bma.org.uk/pay-and-contracts/maternity-paternity-and-adoption/your-rights/a-guide-for-gps-maternity-and-other-types-of-parental-leave>.

Yours sincerely,

[SIGNATURE]

[NAME]

## Aj

## Variation of Employment Contract Template Letter

[EMPLOYER]  
[ADDRESS]

[EMPLOYEE]  
[ADDRESS]

[DATE]

Dear [EMPLOYEE],

### Variation of Employment Contract

1. We refer to the employment contract between you [NAME] and us [NAME AND ADDRESS OF EMPLOYER] for your employment as a general practitioner dated [DATE] (Employment Contract) [, a copy of which is attached as Schedule 1 to this letter agreement].
2. The Welsh General Practitioners Committee of the British Medical Association (BMA) has recommend enhanced shared parental leave pay for salaried GPs and has published amended versions of the Salaried GP Model Offer Letter Guidance (which includes the Salaried GP Model Contract) and the Salaried GPs Handbook (Handbook). The recommended enhanced shared parental leave pay is set out in section 6 of the Handbook. As a result, we wish to amend the Employment Contract as set out in this letter agreement with effect from [the date of this letter agreement OR [DATE]] (Variation Date).
3. With effect from the Variation Date the parties agree to amend the Employment Contract so as to entitle you to enhanced shared parental leave pay in accordance with and subject to section 6 of Chapter 12 of the Handbook. For the avoidance of doubt, a copy of section 6 of Chapter 12 of the Handbook is copied in the Appendix to this letter.
4. Except as set out in paragraph 3, the Employment Contract shall continue in full force and effect.

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5. This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
6. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter agreement or its subject matter or formation.
7. Please sign and return the enclosed copy of this letter to acknowledge your agreement to the variation of the Employment Contract.

Yours faithfully,

for and on behalf of [NAME OF EMPLOYER]



**British Medical Association**  
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