

NATIONAL ASSEMBLY FOR WALES

NATIONAL HEALTH SERVICE ACT 1977

Directions to Local Health Boards concerning GP Registrars 2003

The National Assembly for Wales, in exercise of the powers conferred upon it by section 16BB(4) of the National Health Service Act 1977(1) hereby gives the following Directions:

**Commencement, interpretation and application**

1. (1) These Directions are given to Local Health Boards and come into force on 22 January 2004.

(2) These Directions apply to Wales only.

(3) In these Directions—

“GP Registrar” means a doctor who is being trained in general practice by a GP Trainer with the approval of the National Assembly for Wales;

“GP Trainer” means a doctor approved by the Joint Committee on Postgraduate Training for General Practice in accordance with regulation 7(1) of the National Health Service (Vocational Training for General Medical Practice) Regulations 1997(2);

“old Directions” means the Directions to Welsh Health Authorities Concerning GP Registrars dated 12<sup>th</sup> April 2002; and

“relevant date” means the date these Directions come into force.

**Directions**

2. (1) The exercise by a Local Health Board of the function of providing for instruction of persons employed or contemplating employment in activities connected with health or welfare(3) will, in respect of the instruction of GP Registrars, be limited in accordance with paragraphs (2) and (3).

(2) A Local Health Board will only exercise the function mentioned in paragraph (1) so as to distribute payments of grants, fees, travelling and other allowances, when authorised by the National Assembly for Wales so to do, to those GP Trainers and GP Registrars whose names are notified to a Local Health Board by the National Assembly for Wales.

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(1) 1977 c.49. Section 16BB was inserted by section 6(1) of the National Health Service Reform and Health Care Professions Act 2002.

(2) S.I. 1997/2817, amended by S.I. 1998/669, regulation 2(3)(a).

(3) See section 63 of the Health Services and Public Health Act 1968. Section 63 was amended by the National Health Service Reorganisation Act 1973 (c.32), Schedule 4, paragraph 124 and Schedule 5; the National Health Service Act 1977 (c.49), Schedule 15, paragraph 45; the National Health Service (Scotland) Act 1978 (c.29), Schedule 16, paragraph 26(2); the Health Services Act 1980 (c.53), Schedule 1, paragraph 19(3); the Local Government Act 1985 (c.51), Schedule 17; S.I. 1985/89, article 6(1); the Health and Medicines Act 1988 (c.49), section 20 and Schedule 3; the Health Authorities Act 1995 (c.17), Schedule 1, paragraph 95 (which also added subsection (5A)); the National Health Service (Primary Care) Act 1997 (c.46), Schedule 2, paragraph 1(4); and by the Health Act 1999 (c.8), Schedule 4, paragraph 3. The functions of the Secretary of State under section 63(5A) are, so far as exercisable in relation to Wales, transferred to the National Assembly for Wales by virtue of article 2(a) of and the entry for the Health Services and Public Health Act 1968 in Schedule 1 to, the National Assembly for Wales (Transfer of Functions) Order 1999, S.I. 1999/672. The function is exercisable by Local Health Boards on behalf of the National Assembly for Wales pursuant to the Local Health Boards (Functions) (Wales) Regulations 2003 (S.I. 2003/150 (W.20) see regulation 3(2) and the Schedule.

(3) The grants, fees, travelling and other allowances mentioned in paragraph (2) will only be paid by a Local Health Board in accordance with the rates and subject to the conditions contained in the Schedule.

### **Revocation and transitional provision**

3. (1) The Directions to Welsh Health Authorities Concerning GP Registrars which came into force on 12th April 2002 are hereby revoked.

(2) Where a GP Registrar was in a GP Registrar post on or after 1st April 2003, and he or she was at that date entitled to receive a salary from a Local Health Board pursuant to paragraph 2 of the Schedule to the old Directions, that Local Health Board will make a payment to the GP Registrar calculated in accordance with paragraph (3).

(3) The payment specified in paragraph (2) will consist of—

- (a) the allowance the GP Registrar would have received between 1st April 2003 and the relevant date (for the period within that time that the GP Registrar was in fact entitled to be paid by that Local Health Board pursuant to paragraph 2 of the Schedule to the old Directions) had he or she been paid in accordance with paragraph 2 of the Schedule to these Directions; minus
- (b) the allowance that the Local Health Board actually paid to that GP Registrar during the period specified in sub-paragraph (a).

(4) Where a GP Registrar is absent due to sickness immediately before the relevant date, and that absence continues on or after that date, any payments made to that GP Registrar pursuant to paragraph 40 of the Schedule to the old Directions will be taken into account in calculating the GP Registrar's entitlement to payments during sickness absence pursuant to paragraph 40 of the Schedule to these Directions.

(5) Subject to paragraph (6), where the National Assembly for Wales has—

- (a) before the relevant date; or
- (b) on or after the relevant date in relation to a matter referred to it before the relevant date,

exercised its discretion pursuant to paragraph 40(b) of the old Directions to permit payments to be made for a sickness absence in excess of three months, and payments are still being made pursuant to that decision on or after the relevant date, the Local Health Board shall make payments to the GP Registrar in accordance with the decision of the National Assembly for Wales.

(6) If, in relation to a GP Registrar falling within paragraph (5), the provisions of paragraph 40 of the Schedule to these Directions would afford to the GP Registrar a greater entitlement to pay during sickness absence, paragraph (5) shall not apply and paragraph (4) shall instead apply to that GP Registrar.

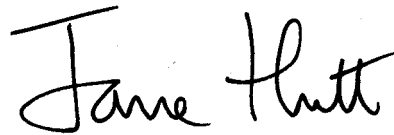
(7) Subject to paragraph (8), where the National Assembly for Wales has—

- (a) before the relevant date; or
- (b) on or after the relevant date in relation to a matter referred to it before the relevant date,

determined pursuant to paragraph 7(a) of the Schedule to the old Directions the allowance to be paid to a particular GP Registrar, and the GP Registrar is still entitled to receive a GP Registrar's allowance on or after the relevant date, the Local Health Board will continue to pay the GP Registrar in accordance with the determination of the National Assembly for Wales.

(8) If, in relation to a GP Registrar falling within paragraph (7), the provisions of paragraph 2 of the Schedule to these Directions would entitle the GP Registrar to a higher allowance, the GP Registrar will be paid an allowance in accordance with that paragraph from the relevant date.

Signed by authority of the National Assembly for Wales

A handwritten signature in black ink that reads "Jane Hutt". The signature is written in a cursive style with a large initial 'J' and 'H'.

22 January 2004

**Jane Hutt AM**  
**Minister for Health and Social Services**

## **SCHEDULE**

### **Allowance, Accommodation, Removal and Associated Expenses of General Practice Registrars (GP Registrars) in General Practice**

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## 1. Scope

- a) The following payments shall be made by Local Health Boards to a GP Trainer approved under s.7(1) of the National Health Service (Vocational Training for General Medical Practice) Regulations 1997 who is training a GP Registrar under the General Practitioner Registrar Scheme with the approval of the responsible Director of Postgraduate General Practice Education. The GP Registrar must not, during the period for which payments under the Scheme are being made (including time spent on holiday) have his or her name included in any Medical List:
  - (i) a training grant, which shall be paid at the rate specified in Annex 3. GP Trainers will be entitled to this rate of payment irrespective of whether the GP Registrar they are training is being trained on a full-time or flexible basis;
  - (ii) reimbursement of the employer's share of the National Insurance contributions paid in respect of the GP Registrar;
- b) if a motor vehicle is necessary for the use of a GP Registrar in addition to any other motor vehicles(s) used for purposes of the practice, an allowance is payable as follows (for rates see Annex 3):-
  - (i) for use of a car by a GP Registrar undertaking full-time training for one year;
  - (ii) for use of a car by a GP Registrar undertaking part-time training spread over 2 years, an allowance for each year of training.
- c) Where a GP Registrar undertakes part-time training for a period of between 1 and 2 years, the allowance payable will be the allowance for 1 year at paragraph 1(b)(i) plus a proportion of the difference between the allowance at 1(b)(i) and the total allowance payable for 2 years' part-time training at 1(b)(ii) above, such proportion to be calculated according to the proportion of 1 year represented by the extension of the training period beyond 1 year.

Where a GP Registrar uses a motor cycle or moped instead of a car the allowance is payable as follows:

- (i) for mopeds and motorcycles up to 50cc engine capacity – 20% of the allowance for a car;
  - (ii) for motor cycles over 50cc engine capacity – 33% of the allowance for car.
- d) Where necessary:
    - (i) the cost of installation of an extra telephone extension at the GP Trainer's surgery; and
    - (ii) the cost of installation of a new telephone at a GP Registrar's residence (away from the GP Trainer's surgery);
    - (iii) the cost of the rental charge for a telephone at a GP Registrar's residence (away from the GP Trainer's surgery), provided that the GP Registrar is responsible for payment of the rental charge;
    - (iv) the cost of installation and the rental charge for a bedroom telephone extension at the GP Registrar's residence, provided that the Local Health Board is satisfied that the extension is necessary for the satisfactory performance of the GP Registrar's duties in the practice and the GP Trainer makes a declaration to that effect;
    - (v) as an alternative to the cost of the rental charge, the cost of purchasing a telephone handset subject to the maximum cost which otherwise would have been payable for the rental in paragraph 1(d)(iii) and (iv) above. This provision will apply only once for any GP Registrar in respect of each of the circumstances outlined in paragraph 1(d)(iii) and (iv) above.

The GP Registrar must not, during the period for which payments under the Scheme are being made (including time spent on holiday) have his or her name included on the Medical List of any Local Health Board.

## 2. Allowance

- a) For the GP Registrar's allowance and board and lodging a maximum payment related to the basic salary

the GP Registrar was receiving in his or her last regular NHS hospital post as set out in the scale in Annex 3 and increasing on the anniversary of the GP Registrar's incremental date when in that post to the next higher points in that scale, subject to the exceptions set out below.

- b) The exceptions to these arrangements are as follows:
- (i) for a GP Registrar whose last hospital post was in the House Officer grade the allowance payment will be made at the point appropriate to the minimum of the Senior House Officer scale and the date of taking up the general practice traineeship will become the GP Registrar's new incremental date i.e. the date he or she would eventually move on to the second and subsequent points of the Senior House Officer scale, if at all;
  - (ii) for a GP Registrar who was on the maximum of the Senior GP Registrar scale the payment will be at the appropriate point on the scale of General Practice GP Registrar allowances payments on a mark-time basis;
  - (iii) for a GP Registrar who was previously a Consultant the payment will be equivalent to his or her previous hospital salary on a mark-time basis;
  - (iv) for a GP Registrar who has entered the post directly from any public sector appointment (other than those specified in sub-paragraphs (i) to (iii) or sub-paragraph (a)), including a non-consultant career grade post, an appointment as a doctor in HM Armed Forces or an NHS public health appointment, the payment shall not be less as a GP Registrar than he or she was receiving in that previous appointment. Such doctors should be paid an allowance at the rate of the current salary they were receiving in that appointment (including any allowances that formed part of that salary) for the scale point of the last relevant appointment, or salary as a serving officer in HM Armed Forces. This allowance will attract Doctors and Dentists Review Body pay uplifts. If the salary in the previous public sector appointment is lower than the salary point of their last junior hospital post plus the GP Registrar supplement, they should receive an allowance based on the latter.

### **3. Locum Service**

- a) Where, before taking up appointment as a General Practice Registrar, a practitioner was engaged as a locum in general practice in the NHS or in a NHS hospital in the same or a higher grade than his or her last regular NHS hospital appointment, the locum service will count in full towards incremental credit on taking up the General Practice appointment. Hospital locum service in a lower grade than the last regular hospital appointment will not count for incremental credit on appointment as a General Practice Registrar.
- b) Where, during his or her appointment as a General Practice Registrar a practitioner proceeds to the next point on the salary scale of a higher grade (because he or she was already on the maximum of the SHO or GP Registrar scale and reaches his or her next incremental date during the period of the traineeship), any previous hospital locum service in that higher grade which was of at least 3 months continuous duration will then additionally count as half in bringing forward the date of the subsequent incremental increase on the scale for that higher grade.
- c) Where a practitioner's last NHS regular appointment was in Community Medicine and he or she subsequently undertakes locum service in that speciality before taking up his or her GP Registrar appointment, such locum service shall be treated for incremental purposes on the same basis as set out in (a) and (b) above.

### **4. Incremental Progression**

- a) Incremental progression will be deferred when there is a break in service during which the practitioner was not employed in an NHS hospital post or as a locum or assistant in general practice. It will be deferred also if the practitioner has been employed for less than 3 consecutive months as a locum in a higher grade than his or her previous most senior regular post.
- b) Incremental progression will not be deferred where a practitioner has gone overseas for a period not exceeding 6 months as an integral part of an approved vocational training programme either to participate in an established exchange scheme or, on the advice of a Postgraduate Dean, College or Faculty Adviser

in the speciality concerned, to undertake relevant medical training which is not available in this country, provided that:

- (i) no salary payments, costs or other expenses fall on the NHS during the period overseas; and
- (ii) the practitioner has not undertaken any other work, either paid or voluntary, outside the NHS during the break in service, and
- (iii) there is no unreasonable delay, (i.e. in no circumstances longer than 3 months) between the completion of the training abroad and the commencement or re-commencement of employment as a GP Registrar.

## **5. Premature termination of contract**

Where the contract between a GP Trainer and a GP Registrar is terminated by either party before it has run its full course and the GP Registrar does not serve out a period of notice but instead is paid in lieu of working notice, an amount equal to the allowance due for the period in question, the GP Trainer will be reimbursed the amount so paid up to a maximum of the GP Registrar's allowance for one month. In the circumstances described, payment of the GP Trainer's grant will cease from the date that the contract is formally terminated.

## **6. Subscription to a Professional Defence Organisation**

- a) While a GP Registrar is receiving an allowance in general practice, it is advisable that the GP Registrar (and GP Trainer) should have medical defence cover. Where a GP Registrar becomes or continues to be a member of a recognised Professional Defence Organisation, or has approved insurance cover, he or she will be entitled to reimbursement. The GP Trainer will receive reimbursement of the GP Registrar's subscription or premium costs, minus the costs which would have been incurred if the GP Registrar had taken out the basic subscription only, whether or not the GP Registrar has previously taken out that basic subscription for personal defence costs. This is to ensure that GP Registrars would be no worse off than their hospital colleagues.
- b) The following conditions should apply:-
  - (i) the GP Trainer has evidence of the GP Registrar's subscription or the premium he or she is paying, and
  - (ii) the GP Trainer has received an application from the GP Registrar for reimbursement, and
  - (iii) the GP Trainer has reimbursed the GP Registrar.
- c) The reimbursement may be paid in one lump sum or in monthly instalments, to reflect the arrangements for payment of the subscription or premium by the GP Registrar and the length of service with the GP Trainer.
- d) Part months of service shall count as complete months for reimbursement purposes under this paragraph, but a GP Registrar who leaves the service of one GP Trainer and joins the service of another GP Trainer during the same calendar month shall receive one instalment for that month, payable by the former GP Trainer.

## **7. Recognition of Service Elsewhere**

- a) Where the GP Registrar's last full-time appointment was in a post other than a post of a type specified in paragraph 2 (for example in the medical services of another country, private practice or in a teaching post in a medical school) the maximum payment within the range set out in the Schedule will be determined by the National Assembly in the light of the duties involved in this appointment and of any appointment previously held in a National Health Service Hospital.
- b) Where the last regular post was part-time and of at least six months duration, and actual earnings from that post were higher than the last regular full-time post, the salary will be based on those part-time basic earnings within the range set out in the schedule on a mark time basis.

## **8. National Insurance contributions**

The employer's share is reimbursed by the Local Health Board. The GP Registrar is responsible for meeting the employee's share.

## **9. Superannuation**

- a) The superannuation contributions in respect of the GP Registrar are paid as follows: the employer's portion is paid by the Local Health Board; the employee's portion is met by the GP Registrar, but in practice this portion is deducted by the Local Health Board from the payment for the GP Registrar's allowance before it is paid to the GP Trainer and the payment made by the GP Trainer to the GP Registrar is accordingly reduced by this amount.
- b) The GP Trainer pays superannuation contributions on the training grant payable under paragraph 1(a)(i).

## **Accommodation, Removal and Associated Expenses of Doctors Becoming Registrars in General Practice**

### **10. Payments for Expenses**

- a) Payments under this scheme may include payments in respect of removal expenses of a practitioner who leaves a post with one of the authorities or organisations listed in either Group 1 or Group 2 of Annex 1 to take an appointment as a GP Registrar in general practice, or moves from one training practice to another, and necessarily changes his or her accommodation. The payments that may be made are generally similar to those payable to hospital doctors, set out in Section 26 of the NHS General Whitley Council Conditions of Service Handbook.
- b) For the purpose of these arrangements, short unavoidable breaks in service due to unemployment or a locum appointment between the termination of employment with the previous employing Local Health Board and the commencement or resumption of the period of general practice training may be disregarded at the discretion of the Local Health Board.
- c) Where a Registrar has broken his or her regular service in order to go overseas on a rotational appointment or on an appointment which is considered by the Postgraduate Dean or College or Faculty Advisor in the speciality concerned (if necessary, with the advice of the consultant) to be part of a suitable programme of training, or to undertake voluntary service, this period shall be disregarded for removal expense purposes.

### **11. General Conditions**

Expenses may be reimbursed and grants paid only when:

- (i) the Local Health Board is satisfied that the removal of the GP Registrar's home is required and that the arrangements proposed are reasonable;
- (ii) the Local Health Board is satisfied that the expenses have been incurred by the GP Registrar;
- (iii) the GP Registrar has certified that the expenses are not recoverable in full or in part from any other source.

Only one set of payments may be made in respect of the property and the appropriate rates are those in payment at the date that the GP Registrar takes up the appointment (unless otherwise stated). Details of the payments that may be made and the conditions attaching thereto are set out in the following paragraphs.

### **12. Definitions**

- a) For the purpose of accommodation, removal and associated expenses of the General Practitioner Registrar scheme the following definitions apply:

- (i) “A reasonable arrangement” is a move to accommodation which is broadly comparable to that occupied by the GP Registrar in the locality of his or her previous employing Local Health Board. Where there is a demonstrable improvement in the standard of accommodation, the Local Health Board will relate payment of expenses to a notional purchase price or rent to be assessed independently by local estate agents or another appropriate body, which the Local Health Board regards as reasonable to establish a GP Registrar in broadly comparable accommodation having regard for the level of property prices or rent in both the old and the new locations. The Local Health Board should use the same procedures as apply for determining notional purchase prices or rents. Proportional payment in these circumstances will apply only to those expenses connected with purchase of property or rent in the new location and the notional price or rent will be used instead of the actual price or rent in the consideration of claims for excess rent allowance. Where a GP Registrar has been compulsorily resident in Local Health Board accommodation in the area of his or her previous employment, the Local Health Board has discretion to determine what should constitute “broadly comparable accommodation” in the new area having regard to the standard of accommodation which the GP Registrar may have had no alternative but to accept in his or her previous employment.
- (ii) “Householders” are GP Registrars who, in the area of their previous employment, occupied unfurnished accommodation of more than one main room, rented or owner-occupied. In any case which is considered that this definition would cause hardship, the Local Health Board should consult the National Assembly. A GP Registrar who was a “householder” in the area of his or her previous employment may elect to maintain his or her house in that area and instead take up lodging in the area of the traineeship. In these circumstances, the GP Registrar is still to be regarded as a householder for the purpose of claiming removal expenses.
- (iii) A “married GP Registrar” is a GP Registrar who at the date of the start of the traineeship was married and living with his or her family.
- (iv) A “child” is a member of the household aged 4 years or over and receiving full-time education, or who is under 17 years of age and serving a full-time apprenticeship, who has to go to another school or place of apprenticeship because of the move.

### **13. Expenses During Search for Accommodation**

#### **a) Preliminary Visit**

- (i) Where a GP Registrar makes a preliminary visit to the area of the traineeship in order to obtain accommodation actual expenses incurred on travel and subsistence (for up to 5 days) may be reimbursed within the limits of the travel and subsistence allowances payable to general practitioners who attend educational courses approved by the Postgraduate Medical Deans of Universities in accordance with the arrangements made under Section 63 of the Health Services and Public Health Act 1968 (shown at Annex 2), with the following modifications:-

(1) The night subsistence allowance shall not be paid for more than 4 nights.

(2) The rate of subsistence for the GP Registrar’s husband or wife and any children over 12 years of age shall be at two-thirds of the Registrar’s rate and for any children aged 12 and under at half the GP Registrar’s rate.

### **14. Excess Daily Travelling Expenses**

- a) In the case of a married GP Registrar or a single GP Registrar with equivalent responsibilities who cannot find suitable family accommodation or a single householder who cannot find suitable accommodation to move into, but who otherwise would be eligible for removal expenses, the extra daily travelling expenses from his or her home to the area of the traineeship may be reimbursed on the following conditions;

- (i) the reimbursement shall not exceed the extra cost incurred on the basis of bus fares or second class rail fares and, where appropriate to the situation, at season ticket or contract rates on a quarterly or shorter period basis most economical in the particular circumstances; the allowance shall be reassessed following any changes in fares in either the area of the previous employment or the area of the traineeship;
- (ii) if the GP Registrar travels by private motor vehicle the allowance shall be based on the rates referred to in paragraph 13;
- (iii) the rate of reimbursement shall not exceed the long-term rate of night subsistence allowance (ie the rate payable after the 30<sup>th</sup> night in the accommodation referred to in paragraph 13);
- (iv) reimbursement shall continue only for as long as the Local Health Board is satisfied at regular intervals that the GP Registrar is making every effort to find suitable accommodation.

### **15. Temporary Accommodation**

- a) Where a married GP Registrar, a single GP Registrar with equivalent responsibilities or a single householder has not found suitable accommodation before taking up the traineeship and, where applicable, has left his or her family behind, night subsistence allowance at the rates referred to in paragraph 13 may be paid while the GP Registrar is searching for suitable accommodation. The allowance is payable only for as long as the Local Health Board is satisfied at regular intervals that the GP Registrar is making every effort to find suitable accommodation.

### **16. Visits Home**

The long-term subsistence allowance payable after the first 30 nights in the accommodation in the area of the traineeship may continue if the GP Registrar returns home to the old area at weekends provided he or she is away from his or her lodging for not more than 3 nights (or 3 nights plus bank and public holidays). Where subsistence allowance is being paid, or the GP Registrar has not found family accommodation, travelling allowances at the rates referred to in paragraph 13 may be paid in respect of the GP Registrar's visits to his or her home in the old area at weekly intervals.

### **17. Retention of Rooms Allowance**

An allowance not exceeding £4.70 a night shall be payable when a GP Registrar is temporarily absent from his or her lodgings in the area of the traineeship and has to make payment in order to retain the accommodation during the period of absence. The allowance is not payable in respect of a GP Registrar who continues to receive a night subsistence allowance for weekend periods of absence in accordance with paragraphs 15 and 16 above.

### **18. Payment of Travelling Expenses and Additional Accommodation Costs in Lieu of Removal Expenses**

Where a practitioner undertakes vocational training for general practice by means of a succession of periods of training in hospital posts and general practice he or she may establish a permanent home in the locality in which the hospital parts of the training programme are centred or near a training practice. If his or her permanent home is established in the locality of his or her first post he or she may, on taking up his or her second or subsequent posts, choose not to move his or her permanent home because of the comparatively short duration of the traineeship but to travel daily the greater distance to the location of these posts. Similarly if his or her permanent home is in the locality of his or her second or subsequent posts he or she may choose not to move his or her permanent home on taking up his or her previous post or posts, but to travel the extra distance to the location of these posts. In such circumstances the GP Registrar may either:-

- (i) travel daily from his or her permanent home to the training practice, in which case excess daily travelling expenses may be paid subject to the limits and conditions specified in paragraph 13, or

- (ii) take temporary lodgings away from his or her permanent home and close to the training practice in which case actual expenses incurred may be paid subject to the limit of the excess daily travelling expenses that would otherwise be payable under paragraph 18(i).

## **19. Expenses of House Purchase and House Sale**

### **Bridging Loans**

- a) The following interest charges (net after income tax relief where allowable) may be reimbursed:
  - (i) interest on a bridging loan not exceeding the estimated selling price of the old property; or
  - (ii) interest on a proportion of a bridging loan not exceeding the estimated selling price of the old property; or
  - (iii) interest on a limited bridging loan and interest on the old mortgage where a particular Building Society insists that the mortgage may not yet be redeemed.
- b) In all cases reimbursement may be made in full for up to 6 months where the Local Health Board is satisfied that the GP Registrar has acted reasonably in committing himself or herself to the purchase of a house in the new area before having arranged the sale of his or her old accommodation. Reimbursement may be continued beyond this period if the Local Health Board is satisfied that the GP Registrar is making every effort to sell at a reasonable figure but is encountering exceptional difficulty in selling the accommodation in the old area. Reimbursement may be made only to the extent that the charges do not exceed the reasonable cost of arranging such finance from normal commercial sources. Charges incurred in arranging bridging finance qualify for reimbursement as expenses in connection with mortgage or loan (see paragraph 20 below).

## **20. Legal and estate agent's fees on house sale and house purchase**

- a) When a householder buys a house because of the traineeship and it is the first permanent unfurnished accommodation he or she occupies in the area of the training practice or sells a house in which he or she was living immediately before taking up the traineeship, reimbursement may be made of all reasonable vouched legal and other expenses including VAT, provided that the removal is for a period of more than 6 months.
- b) Where a householder has an established commitment to complete all his or her remaining vocational training appointments in the same locality, the Local Health Board may treat a period of traineeship of not more than 6 months' duration followed by one or more hospital appointments as one for the purposes of considering entitlement under this paragraph, providing that no further set of legal and other removal expenses will be paid during the traineeship.
- c) Such expenses may include:
  - (i) House purchase –
    - 1) Solicitor's fees,
    - 2) Stamp duty,
    - 3) Land registration fees,
    - 4) Incidental legal expenses,
    - 5) Expenses in connection with mortgage or loan including guarantee and survey fees (but

excluding interest except as provided by paragraph 20(a) above),

- 6) The cost of a private survey,
- 7) Electrical wiring test,
- 8) Drains test,

(ii) Abandoned purchase –

- (1) If a GP Registrar incurs expenses by way of legal costs, survey fees, etc., in relation to a proposed purchase which does not take place such expenses may be reimbursed at the Local Health Board's discretion. The Local Health Board should be satisfied that the costs for which reimbursement is claimed are reasonable in relation to the work done and the stage which was reached before the purchase was abandoned. In exercising its discretion as to whether to reimburse such expenses the Local Health Board should be satisfied that the GP Registrar was in no way responsible for the abandonment of the transaction (e.g. the house having been withdrawn from the market by the vendor for his or her own reasons) or that the GP Registrar's reasons for withdrawal were entirely reasonable having regard to the difficulties encountered.

(iii) House sale-

- (1) Solicitors' fees, including legal expenses incurred on the redemption of a mortgage,
- (2) House agents' or auctioneers' fees,
- (3) Where the GP Registrar does not employ a house agent or auctioneer, all reasonable vouched expenses may be reimbursed.

- (iv) No compensation can be paid for loss on the sale of a house consequent upon taking up a traineeship. If a GP Registrar lets his or her house in circumstances where legal expenses would otherwise be reimbursable for house sale, the legal expenses in connection with the letting may be reimbursed. If these expenses are reimbursed, no legal expenses in connection with the sale of that house may be paid until the occurrence of circumstances which render the GP Registrar eligible for removal expenses once again.

## **21. Travel and Subsistence Expenses on Removal**

Journey from the old to the new home

- a) The cost of one journey and, if the length of the journey warrants it, subsistence allowance shall be paid in respect of the GP Registrar and his or her dependants, subject to the limits specified in paragraph 13(a) above. The dependants in respect of whom these payments may be made are the dependent members of the GP Registrar's household, including for this purpose any young person under 21 who, although he or she may be earning his or her own living, moves to the new home as a result of the GP Registrar's commencement of the traineeship, and one servant or nurse.

Return to superintend removal.

- b) Where it is necessary for a GP Registrar to make a return visit to superintend removal from his or her old home travel and subsistence allowances at the rates specified in paragraph 13(a) may be paid for a period which when added to the period of the preliminary visit does not exceed 5 days. This period may be extended to 7 days if the Local Health Board is satisfied that the visits could not have been made in 5 days. Night subsistence allowance for not more than 4 nights may be paid for a visit of 5 days, and for not more than 3 nights for a visit of less than 5 days. Night subsistence is not payable when the GP

Registrar uses, or could use, the old accommodation or stays with relatives.

## **22. Expenses of Actual Removal**

- a) Before the removal of the GP Registrar's furniture and effects an estimate of the cost of the removal should be approved by the Local Health Board. When furniture is to be removed by contractors, 3 competitive tenders in writing should be obtained wherever possible and submitted to the Local Health Board. While GP Registrars are at liberty to accept a tender other than the lowest, reimbursement will be restricted to the amount of the lowest tender except for good reasons to the contrary. The tenders should be subject to the conditions under which removals are ordinarily undertaken by contractors and should not cover special services (e.g. taking down and putting up fixtures, relaying or fitting carpets) for which separate arrangements should be made.
- b) The approved expenditure to be reimbursed is:-
  - (i) The cost of removal from the old home to the new one of furniture and effects belonging to the GP Registrar or the dependent members of his or her household at the time of the start of the traineeship. This may include pedal cycles and heavy but ordinary articles of furniture or garden equipment but if the removal of some special item (e.g. concert piano) involves special arrangements, then the extra expense of the special arrangements must be met by the GP Registrar. Livestock or animals, other than domestic pets, must also be conveyed at the GP Registrar's own expense.
  - (ii) The cost of removal from the old home to store locally and then to the new home or, where housing difficulties necessitate it, of piecemeal removal (e.g. where most of the furniture is moved to store but such articles as cots, perambulators, cutlery, easy chairs, and radio and TV sets are wanted for use temporarily in furnished rooms).
- c) Storage
  - (i) Charges for the storage of articles of furniture and effects in respect of which expenses of removal may be paid will be reimbursed where the necessity for storage arises from the removal.
  - (ii) Where temporary unfurnished accommodation is occupied in the area of the training practice and part of the furniture has to be left in store until more suitable accommodation can be found, the storage charges will be paid in full only when the rent in the new area exceeds that of the old; otherwise payment will be restricted to the amount by which the rent of the new accommodation, plus the storage charges, exceeds the rent of the old.
  - (iii) Any extra cost of insuring furniture in transit will be allowed up to the value for which it is ordinarily insured by the GP Registrar, and the extra cost of insurance in store will be treated as apart of the storage charges.

## **23. Tenancy**

- a) The reasonable vouched cost of a tenancy agreement or agreements, house agents' fees and a drains test, may be reimbursed in respect of GP Registrars who need to rent accommodation (furnished or unfurnished) in the area of the traineeship. These expenses will not, however, be reimbursed in respect of single GP Registrars who move into lodgings, as distinct from furnished accommodation.
- b) It should be noted that prospective tenants of furnished or unfurnished residential accommodation may not legally be charged fees by an estate agent and such fees may not be reimbursed.

## **24. Miscellaneous Expenses Grant**

- a) A miscellaneous removals expenses grant may be paid at the appropriate rates set out in Paragraph 7 of

the Annex to Section 26 of the General Whitley Council Conditions of Service Handbook in respect of additional expenses incurred by a GP Registrar after taking up the traineeship and occupying new permanent accommodation, under the following conditions:

- (i) GP Registrars who have not taken up a post during the previous 2 years, which shall be determined by reference to the date of taking up the post, for which a miscellaneous expenses grant has been paid at the rates stated, are entitled to payment at those rates;
  - (ii) GP Registrars who do not satisfy (a) above are entitled to reimbursement of miscellaneous expenses which shall not exceed the expenditure actually incurred, and the LHB may make this reimbursement conditional upon the furnishing of a statement of such expenditure.
- b) A grant at the rate appropriate to a married GP Registrar may be paid in respect of a single GP Registrar where the Local Health Board is satisfied that he or she has similar domestic responsibilities.
- c) The miscellaneous expenses grant for GP Registrars entitled to reimbursement under this paragraph is intended to reimburse identifiable items of expense incurred by practitioners at the time of transfer for which provision is not otherwise made in the removal expenses rules and which do not involve betterment of the property. The following are some examples of the main items which might rank for the grant, but the list is not meant to be exhaustive:
- (i) Installation of TV aerial;
  - (ii) Plumbing in a washing machine/dish washer;
  - (iii) Connection of cooker;
  - (iv) Redirection of mail;
  - (v) Alteration and fitting of existing carpets;
  - (vi) Alteration of curtains;
  - (vii) Refitting of kitchen window fan;
  - (viii) Alteration of round pin plugs to square pin plugs and vice versa;
  - (ix) Loss of television rental;
  - (x) Alteration of headboard to fit new bedroom;
  - (xi) Alteration of pelmets;
  - (xii) Replacement of distinctive items of school uniform;
  - (xiii) Cleaning of property;
  - (xiv) Tuning of piano;
  - (xv) Reasonable telephone calls made in the course of seeking accommodation.

## **25. Expenses Consequent Upon Removal**

Loss of season tickets

- a) Allowances will be made for the unexpired value of a GP Registrar's railway or bus season ticket for the remainder of the quarter current at the time he or she moves to take up the traineeship, provided the amount is irrecoverable from the railway or bus company.

#### Loss on school fees

- b) The day school fees of children for whom travelling allowances are payable under paragraph 21 above will be reimbursed in respect of the remainder of the term current at the time of the removal of the family to the area of the traineeship, but only insofar as double payment for the same term is involved by the child entering a new school. An allowance will similarly be made for school fees paid in lieu of notice, or fines for not proceeding with the education of the child at the old school, where such payment is enforced notwithstanding that the withdrawal of the child is due to removal from the locality.

## **26. Continuing Expenses in the Old Area**

### Continuing commitment allowance

- a) Where a GP Registrar unavoidably incurs regular expenses in respect of the accommodation previously occupied in the old area, concurrently with accommodation expenses in the area of the traineeship, an allowance may be paid as follows:
  - (i) married GP Registrars (and other GP Registrars with similar domestic commitments) – an allowance equal to the amount of the continuing commitments in the old area or the long-term rate of night subsistence allowance referred to in paragraph 13 (a), whichever is the less, from the date the GP Registrar is joined in the area of the traineeship by his or her family.
  - (ii) single householders – an allowance equal to the amount of the continuing commitments in the old area or the long-term rate of night subsistence allowance referred to in paragraph 13 (a), whichever is the less, from the date of taking up the traineeship.
  - (iii) single GP Registrars – an allowance equal to the amount of the commitments in the old area or the rate of the retention of rooms allowance (see paragraph 17), whichever is the less, from the date of taking up the traineeship.
- b) In all cases, payment of the allowance shall be made for up to 3 months. Payment may, at the Local Health Board's discretion, be continued beyond this period if the Local Health Board is satisfied that the GP Registrar is making every effort to terminate liability in the old area but shall not continue in any case for more than 12 months.
- c) If any part of the accommodation in the old area is let, the rent received should be deducted from the amount of the allowance otherwise payable.
- d) A continuing commitments allowance will not be payable when payment is made towards the expenses of a bridging loan or mortgage as providing for in paragraph 19 above.

## **27. Lodging costs of child left in old area for educational reasons**

- a) At the discretion of the Local Health Board, 50% of the vouched board and lodging costs, up to a maximum of £15 per week, may be reimbursed where it is necessary for a GP Registrar's child to be left in the old area in order to complete a course of study leading to an external examination e.g. "GCSE" or "A" level, or where for medical or educational reasons the local education authority in the old area has made special schooling arrangements and comparable arrangements are not available in the area of the traineeship. Reasonable travel expenses incurred by the child between school and home at the beginning and end of term may be reimbursed, but the cost will be limited to second class fares only. In applying the provisions of this paragraph the following conditions must be satisfied:

- (i) it must be established that the local education authority (either in the old area or the area of the traineeship) is not offering any assistance in respect of board and lodging or school boarding costs for the child;
- (ii) the Head Teacher concerned must certify that the child has entered the final year of study for an examination and that the move to another school at the time of the family move would be prejudicial to the child's chances in the examination; or
- (iii) the local education authority in the area of the traineeship must certify that comparable special schooling arrangements are not available in the area of the traineeship and that a move to any other school would be detrimental to the educational progress of the child.

## **28. Payment of Rent of Unoccupied Property**

- a) Where a practitioner due to undertake a traineeship is unavoidably obliged to commence payment of the rent of property in the area of the traineeship in order to secure the tenancy of suitable property, while still paying rent in his or her old area, the rent of the unoccupied accommodation in the area of the traineeship may be reimbursed up to a rate not exceeding the long-term rate of night subsistence allowance referred to in paragraph 13(a) for a period not exceeding 3 months. Claims for overlapping rent in these circumstances should be sent with full details to the Local Health Board.

## **29. Excess Rent in the New Area**

- a) Excess rent allowance may be paid in respect of GP Registrars on conditions and at rates similar to those applicable to hospital doctors (contained in Section 26 and the Annex to Section 26 of the NHS General Whitley Council Conditions of Service Handbook).

## **30. Entitlement to Payment**

General condition of eligibility

Where removal expenses are payable in accordance with paragraphs 10 to 29 excess rent allowance may be paid in respect of a GP Registrar (whether as an owner-occupier or the tenant of furnished or unfurnished accommodation in the area of the traineeship) if the following requirements are satisfied:-

- a) the total expenditure on rent or its imputed equivalent (see paragraphs 30-32 and 34), general and water rates, feu duty and the annual insurance premium on the property (excluding contents) in the area of the traineeship, exceeds the corresponding total expenditure in the area of the GP Registrar's previous employment (subject to the provisions of paragraph 12);
- b) in the case of a married GP Registrar, the GP Registrar is joined in the accommodation in the area of the traineeship by his or her family or dependants;
- c) if the accommodation in the area of the traineeship is to be designated as temporary (see paragraph 35) this must be for reasons acceptable to the Local Health Board and which are given at the time of the start of the traineeship;
- d) the GP Registrar during the whole period of payment of the allowance continues to occupy the accommodation in respect of which the allowance is approved and remains employed as a General Practitioner Registrar within the area of the approving Local Health Board.

## **31. Exceptions**

There are two exceptions to the requirements set out in paragraph 30 above as follows:

- a) Where a GP Registrar received an excess rent allowance in his or her previous NHS employment and, on

starting a traineeship for which a move of home is not necessary, remains in the accommodation in respect of which the allowance was awarded, payment of the excess rent allowance may continue during the traineeship as long as the GP Registrar remains in the same accommodation. Payments of excess rent allowance may therefore be made in these circumstances subject to the conditions set out in paragraphs 29 and 30.

- b) GP Registrars who cease to reside in the accommodation for which the allowance was approved because of personal or domestic difficulties, but are required to meet the whole of the outgoings in that accommodation where their spouses and dependants continue to reside, may continue to be paid the allowance for the remainder of the permitted period of payment if the GP Registrar furnishes at periodic intervals documentary evidence that he or she is responsible for, and is continuing to meet, the costs that gave rise to the allowance.

### **32. Moves from unfurnished accommodation in old area to furnished accommodation in area of traineeship**

Excess rent allowance may be paid in respect of a householder who moves into permanent unfurnished accommodation in the area of the traineeship, whether or not following a period spent in temporary accommodation, and who satisfies the conditions of paragraph 30.

### **33. Moves from furnished accommodation in old area to furnished accommodation in area of traineeship**

- a) Excess rent allowance shall be paid in respect of a married GP Registrar who moves into permanent furnished accommodation in the area of the traineeship, whether or not following a period of temporary accommodation, and who satisfies the conditions of paragraph 30.
- b) The excess rent allowance is payable for one year at the amount of the excess rent payable in respect of the accommodation in the area of the traineeship subject to a maximum equal to the long-term rate of night subsistence allowance referred to in paragraph 13(a).
- c) The allowance is payable in full for the first 6 months from the date of the start of the traineeship and at half that rate for the next 6 months. If the rate of allowance for the first 6 months is less than a quarter of the long-term rate of night subsistence allowance, it may continue unaltered for the remaining 6 months. If the rate of allowance is less than half, but more than a quarter of the long-term rate of night subsistence allowance it may be paid at a quarter of the long-term rate of night subsistence allowance for the following 6 months.

### **34. Moves from furnished accommodation in old area to unfurnished accommodation in area of traineeship**

An excess rent allowance may be paid in respect of a married GP Registrar who moves from furnished accommodation in the old area to permanent unfurnished accommodation in the area of the traineeship in accordance with the provisions of paragraph 33.

### **35. Temporary Accommodation in the area of the Traineeship**

Where a householder moves from accommodation in the old area into accommodation in the area of the traineeship accepted by the Local Health Board as temporary accommodation (and, in the case of a married householder, is joined in the area of the traineeship by his or her family) excess rent allowance may be paid from the date of the start of the traineeship as follows:

- (i) if the temporary accommodation is unfurnished the rate of allowance should be calculated as in paragraph 32.
- (ii) if the temporary accommodation is furnished the amount of the allowance should be the excess of the

rent of the furnished accommodation over the rent (actual or imputed) in the old area subject to a maximum equivalent to the long-term rate of night subsistence allowance referred to in paragraph 13(a).

### **36. Single GP Registrars**

An excess rent allowance may be paid in respect of a single GP Registrar who was not a householder but who maintained his or her own establishment in the old area (i.e. an establishment for which the charge covered rent only and included nothing for board and services) at a rate equal to the difference between the charges in the old area and the area of the traineeship, subject to a limit of £32,90 per week during the first 6 months from the date of the start of the traineeship followed by the remaining 6 months at half the difference subject to a maximum £16.95 per week.

### **37. Claims**

Claims for excess rent allowances should normally be submitted within 3 months from the date on which they could first have been claimed.

### **38. Payment of Expenses of GP Registrars When on Call**

- a) In the circumstances described in paragraph 18 a GP Registrar who is required as part of his or her training to be on call at the practice to which he or she is attached, may need to stay in lodgings close to the practice to which he or she is attached, may need to stay in lodgings close to the practice on those nights and weekends when he or she is on call, and will not on such occasions qualify for payment of excess daily travel expenses under paragraph 18. Where, for on-call purposes it is necessary for the GP Registrar to stay overnight in lodgings away from his or her permanent home actual lodging expenses incurred may be reimbursed, subject to the limit of the long-term rate of night subsistence allowance referred to in paragraph 13(a).
- b) The long term rate of night subsistence allowance limit, which applies also to the payment of excess daily travel expenses provided for in paragraph 18, covers a period of 24 hours. Since a GP Registrar cannot be restricted to payment of either excess daily travel expenses or lodging expenses in one 24 hour period, but may in some cases receive both payments within one 24 hour period, the limit may be applied over such longer timescale as is appropriate (e.g. a week) having regard to the payments made during that period.

### **39. Interview Expenses**

- a) A practitioner who attends an interview with a Director or with a GP Trainer approved under the General Practitioner Registrar Scheme with a view to undertaking a traineeship and necessarily incurs travelling and subsistence expenses may receive travelling and subsistence allowances at the appropriate rates from an Local Health Board with the authority of the Director. Travelling and subsistence allowances will not be paid to a candidate who withdraws his or her application or refuses an offer of appointment on grounds which, in the Local Health Board's opinion, are inadequate.

### **Sickness**

#### **40. Payments to GP Registrars during Sickness**

- a) In this paragraph, a month means a calendar month and a year means a calendar year.
- b) Payments to GP Registrars during sickness should be made on the basis of:-
  - (i) number of years of service with the NHS; and
  - (ii) number of months of sickness leave

and shall be made in accordance with the table attached at Annex 3.

- c) In all cases:-
- (i) payments should be abated by the amount of any Statutory Sick Pay or injury benefit which is payable to the GP Registrar; and
  - (ii) payments of the GP Trainer's grant and any additional motor vehicle allowance should continue for absences totalling no more than 12 months.
- d) Where sickness absence totals more than two weeks, the traineeship should be extended by up to the equivalent period to allow completion of training.
- e) The sick leave provisions in this paragraph shall apply to a GP Registrar from the date of commencement of the contract between a GP Trainer and a GP Registrar and shall cease to apply on the termination of the contract for any reason; provided that, where a GP Registrar is in receipt of sick leave payments at the time of the termination of the contract, those payments shall be paid during the GP Registrar's sickness, up to the limit of his maximum entitlement to payments, pursuant to the provision in the table in Annex 3.
- f) GP Trainers must inform the Local Health Board and the Director when the GP Registrar is absent due to sickness.

## **Maternity Leave**

### **41. Maternity Leave for GP Registrars**

Payments in respect of the GP Registrars allowance will continue to be made to GP Trainers during any maternity leave taken by the GP Registrar provided that the conditions set out in paragraphs 42-55 below are met. These conditions are generally similar to those applicable to hospital doctors (contained in Section 6 of the NHS General Whitley Council Conditions of Service handbook as amended by guidance issued in Advanced Letter (GC) 8/91 and the Welsh Office letter dated 25 September 1991 GC(W)8/91). It should be noted that the provisions that follow do not constitute an entitlement for GP Registrars to maternity leave or pay as these are matters between the GP Registrar and the GP Trainer as her employer subject to the employee's statutory entitlements (see paragraph 55). The purpose of the provisions is to set out the conditions to be met in order that the GP Trainer can continue to be reimbursed the cost of the allowance paid to the GP Registrar. Before payment is made, the GP Trainer and the GP Registrar may be required to confirm that the arrangements made have been in accordance with these conditions.

### **42. Qualifying Conditions in Respect of Maternity Leave**

Payments to GP Trainers in respect of salaries paid to GP Registrars during maternity leave will be dependent on the GP Registrar meeting the following conditions:

- a) The GP Registrar has completed at least 12 months continuous service which may be with one or more Local Health Boards or as a GP Registrar in general practice by the beginning of the fifteenth week before the expected week of confinement (a break in service of 3 calendar months or less, between termination of employment with one Local Health Board and resumption with another or as a GP Registrar, or less than 6 calendar months spent in employment as a locum for, or assistant to, a practitioner providing general medical services to the national Health Service, or a period of up to 6 months spent abroad as part of an approved vocational training programme on the advice of a Postgraduate Dean or College or Faculty Adviser in the speciality concerned, will not be considered as breaking the 12 months' continuous service and may for this purpose be disregarded).
- b) The GP Registrar continues to be employed by the GP Trainer until immediately before the beginning of

the fifteenth week before the expected week of confinement.

- c) The GP Registrar notifies the GP Trainer, in writing, of her intention to take maternity leave and whether or not she intends to resume the traineeship with the same or another GP Trainer after her confinement; and that this notification is made not later than 21 days before the commencement of maternity leave, or, if this is not possible, as soon as is reasonably practicable.
- d) The GP Registrar submits to the GP Trainer a statement from a practitioner or a certified midwife indicating the expected date of confinement as soon as possible and in any event not later than 21 days before the commencement of maternity leave, or, if this is not possible, as soon as is reasonably practicable.
- e) In this paragraph, “employing authorities” means a Local Health Board or an NHS Trust.

#### **43. Commencement of Maternity Leave**

Payments to GP Trainers will be made where:

- a) maternity leave commences not earlier than the beginning of the fifteenth week before the expected week of confinement. Postponement is subject to the production to the GP Trainer of written evidence from a practitioner of capacity to continue the traineeship.
- b) where a GP Registrar is on sick leave prior to the fifteenth week before the expected week of confinement and confinement occurs, maternity leave commences from the beginning of the actual week of confinement and any earlier absence, supported by a medical statement of incapacity for work, or self-certificate, is treated as sick leave in accordance with provisions of paragraph 40. If the GP Registrar works in the actual week of confinement and is therefore entitled to payment in respect of the work done, maternity leave should start on the first day of absence. Payment will continue to be made to the GP Trainer where with, his or her agreement, a GP Registrar whose confinement has occurred prior to the fifteenth week before the expected week of confinement, spreads her maternity leave entitlement, taking a short period of leave immediately after confinement and then returning to work to take the balance of leave following the child’s discharge from hospital.
- c) where a GP Registrar has chosen to work beyond the sixth week before the expected week of confinement, absence on account of sickness after the fifteenth week which is certified as unrelated to pregnancy is dealt with in accordance with the provisions of paragraph 40 and such absence is treated as sick leave until the date previously agreed that she should commence maternity leave. If illness is attributable to pregnancy, then maternity leave commences from the fourth day of such absence, the first 3 days being dealt with in accordance with the provisions of paragraph 40.

#### **44. Other Conditions to be met by the GP Registrar and GP Trainer**

GP Trainers and GP Registrars should ensure that the following conditions are met:

- a) the GP Registrar should provide written confirmation of the actual date of confinement;
- b) the GP Trainer should send a written request to the GP Registrar, not earlier than 49 days from the date on which he or she was notified as the beginning of the expected week of confinement or the date of confinement, asking the GP Registrar to confirm in writing that she intends to resume her traineeship, and in the course of the request explain to her the effect of this provision on her right to return;
- c) the GP Registrar should give the written confirmation asked for within 14 days of receiving the request (or if that is not reasonably practicable, as soon after as is reasonable practicable);
- d) the GP Registrar should inform her GP Trainer of the date she proposes to return, in writing, at least 21 days before that date;

- e) if the GP Trainer has reasonable doubts whether the GP Registrar is medically fit to return to duty after confinement, her return should be delayed until the GP Registrar produces a doctors statement of fitness for duty.

#### **45. Payments**

Payments to GP Trainers in respect of the allowance of GP Registrars during maternity leave will be on the following basis:

- a) for the first 8 weeks of absence full pay less Statutory Maternity Pay or the flat-rate National Insurance Maternity Allowance, including Dependents' Allowances, if receivable, or in the case of married women optants the equivalent 'notional' benefits;
- b) for the next 10 weeks of absence half of full pay, reduced only to the extent that half of full pay and Statutory Maternity Pay or National Insurance benefits receivable or 'notional equivalent' exceed full pay;
- c) the GP Registrar shall also have entitlement to Maternity Leave, including the period of paid Maternity Leave, of 52 weeks;
- d) in the event of a still-birth after the start of the sixteenth week before the expected week of confinement, the GP Registrar shall be entitled to maternity pay and leave entitlements under this paragraph as if the birth had been live.
- e) a GP Registrar who has retained her option to pay the reduced rate Class 1 National Insurance contributions shall be deemed for the purposes of this paragraph to be in receipt of the full rate of National Insurance benefits, including Dependants benefit, which would have been receivable had she not elected to pay the reduced rate contributions. Payment due under this scheme shall be subject to adjustment by reference to an appropriate "notional" rate of Maternity Allowance and other weekly National Insurance benefits.
- f) the period of continuous employment for the purpose of satisfying the service qualification in paragraph 42 above shall be calculated in accordance with section 211 of the Employment Rights Act 1996 as amended, except that a break in service shall be as defined in paragraph 42.
- g) full pay shall be calculated on the basis of the GP Registrar's average weekly earnings rules in accordance with the earnings rules for Statutory Maternity Pay purposes, as provided for by Part Xii of the Social Security Contributions and Benefits Act 1992 and regulation 21 of the Statutory Maternity Pay (General) Regulations 1986, as amended.
- h) in the case of a part-time GP Registrar "full pay for the purposes of payments to the GP Trainer" means the amount earned by the GP Registrar for the hours normally worked and proportionate payments will be based on the full pay so determined.
- i) where a GP Registrar qualifies for maternity leave but does not intend to resume her traineeship with the same or another GP Trainer, the payments to her GP Trainer in respect of the GP Registrar's allowance will be the equivalent of 6 weeks pay at 9/10ths full pay less the flat rate National Insurance Maternity Allowance, if receivable, or in the case of those married women GP Registrar optants who do not qualify for Statutory Maternity Pay the equivalent notional benefit provided that the GP Registrar also has the following service:
  - (i) 2 or more years' continuous service with 1 or more employing authorities or as a GP Registrar in general practice, of at least 16 hours a week; or
  - (ii) 5 or more years' continuous service with 1 or more employing authorities or as a GP Registrar in

general practice, of at least 8 hours a week.

- j) The period of continuous employment or the purpose of satisfying the conditions of paragraphs 45(i)(i) and (ii) will be as defined in paragraph 42 and the 6 weeks period shall be regarded as service.

#### **46. GP Registrars Returning to their Traineeships**

A GP Registrar who has notified her Director and her GP Trainer that, following confinement, she intends to return to work in accordance with paragraph 42(c) should be able to resume her traineeship under her original contract and on no less favourable terms and conditions.

#### **47. Failure to return to work**

Where a GP Registrar, who has notified her GP Trainer of her intention to resume her traineeship on a particular date after expiry of her maternity leave fails to return to work, the GP Trainer should notify the Local Health Board immediately and return to the Local Health Board any payments, less any Statutory Maternity Pay to which the GP Registrar is entitled, that may have been sent to him or her in respect of the GP Registrar on the assumption that the GP Registrar had, as originally intended, resumed her traineeship on expiry of her maternity leave.

#### **48. Extension of Traineeship During Maternity Leave**

Where a GP Registrar who satisfies the conditions in paragraph 42 is subject to a contract which expires after the fifteenth week before the expected confinement and before 6 weeks after the expected week of confinement, and the Director extends the contract so as to enable her to receive 18 weeks paid maternity leave, payments to the GP Trainer, within the scope defined in paragraph 51, will cover the whole of that period.

#### **49. Time Off for Ante-Natal Care**

GP Trainers should not unreasonably refuse time off work to receive ante-natal care provided that:

- a) a GP Registrar makes an appointment for such care and requests time off for the purpose, except
- b) in respect of the first such appointment the GP Registrar provides evidence on request from the GP Trainer that she is pregnant and that an appointment has been made.

#### **50. Sick Pay**

Where a GP Registrar submits a medical statement from a practitioner, or a self-certificate to cover absence from:

- a) the date she has notified her GP Trainer that she will return to work following confinement; or
- b) the date she and the GP Trainer have agreed that she will return; or
- c) where no date has been notified or agreed, the first day following the maximum period on maternity leave,

then payments may be made to the GP Trainer in accordance with the provisions of paragraph 40 from that date. Except as provided for in paragraph 43(b) payments made to the GP Trainer in respect of absences during the period from the beginning of the fifteenth week before the expected week of confinement until the date in paragraph 50(a) to (c) above shall be treated as made in respect of maternity leave and entitlement of the GP Trainer to payments under the provisions of paragraph 40 shall be suspended during this period.

## **51. Scope of Payments**

No payments under the GP Registrar Scheme will be made during the GP Registrar's absence on maternity leave, other than payments in respect of the GP Registrar's allowance as provided for in the above paragraph and the employer's share of the National Insurance and superannuation contributions as appropriate.

## **52. Certifying LHBs**

GP Trainers should inform Local Health Boards and Directors as soon as they receive notices of expected confinement from GP Registrars.

## **53. Incremental Dates**

Absence on maternity leave, whether paid or unpaid, shall count towards any incremental progression to which the GP Registrar may be entitled, and will not defer the original incremental date.

## **54. Extension of Traineeship**

Extension of the total period of the traineeship by the appropriate period of maternity leave is allowed by the Director to enable training to be completed (including a longer extension where, with the Director and GP Trainer's agreement, the GP Registrar works fewer hours than prior to her confinement).

## **55. Statutory Rights**

Nothing in the conditions for payments to GP Trainers in respect of a GP Registrar's maternity leave shall be interpreted as qualifying a GP Registrar's statutory maternity rights.

## **Postgraduate Qualifications**

### **56. Payment of expenses involved in sitting examinations for postgraduate qualifications**

A GP Registrar who sits an examination for a postgraduate qualification (e.g. Diploma of the Royal College of Obstetricians and Gynaecologists) may be paid travelling and subsistence allowances, at the rates payable to practitioners attending approved educational activities, but not examination fees or the cost of typing and binding of papers for submission to an examining body. Claim forms (GPCF3) may be obtained from the Local Health Boards, and should be returned to the Local Health Board after completion and certification by the GP Trainer that the GP Registrar attended the examination.

## Representations

57. The Local Health Board shall give notice in writing to the practitioner of its decision on any application or claim and where the Local Health Board refuses the application or claim to any significant extent it shall include with that notice a statement in writing of the reasons for its decision.
58. A practitioner who is dissatisfied with any decision of the Local Health Board concerning his or her remuneration or reimbursement (including recoveries in respect of overpayments) should in the first instance place before the Local Health Board any additional information which he or she considers to have a bearing on the matter. If the Local Health Board does not alter its decision, it shall so inform the practitioner of its reasons, and the practitioner, if he or she is still dissatisfied, may, subject to paragraph 59, make representations in writing to the National Assembly for Wales. Any representations should be made as soon as possible after receiving notice of the Local Health Board's final decision and should be accompanied by a statement of the grounds on which the practitioner bases his or her representations. After considering the representations and any comments of the Local Health Board, the National Assembly for Wales shall give notice in writing of its decision to the practitioner and the Local Health Board of its determination of any representations, including its reasons for that determination, and will give to the Local Health Board such direction, if any, on the matter as it thinks fit.
59. Where, after having placed before the Local Health Board additional information under paragraph 58, a practitioner is dissatisfied with any decision of the Local Health Board concerning an application or claim which has been refused on the grounds of, or grounds which include, the management by the Local Health Board of its cash allocation, he or she may only make representations to the National Assembly for Wales on the ground(s) that, in determining that application or claim, the Local Health Board has failed either :-
- a) in a material way, to follow the procedures set out in this Schedule; and/or
  - b) to take into account material evidence submitted in writing in support of the application or claim.
60. Where after consideration of any representations made under paragraph 59 and of any comments of the Local Health Board, the National Assembly for Wales determines any matter referred to in paragraph 59 (a) or (b) in favour of the practitioner, then :-
- a) to the extent (if any) that the application or claim is refused by the Local Health Board on any ground other than its management of its cash allocation the Assembly shall, after considering such further representations and comments as it may invite -
    - (i) Confirm the decision of the Local Health Board; or
    - (ii) substitute its own decision for that of the Local Health Board, in relation to that ground.
  - b) to the extent that the application or claim is refused by the Local Health Board on the ground of its management of its cash allocation, it shall remit that question to the Local Health Board for re-determination.
61. The National Assembly for Wales shall give notice in writing of its decision to the practitioner and the Local Health Board of its determination of any representations, including its reasons for that determination, and will give to the Local Health Board such direction, if any, on the matter as it thinks fit.

## **Annex 1**

### **List of Authorities**

#### **Group 1**

Regional Health Authorities until 31-Mar-96

District Health Authorities until 31-Mar-96

Special Health Authorities

Health Boards (Scotland)

Common Services Agency (Scotland)

Public Health Laboratory Service Board

Dental Estimates Board

Prescription Pricing Authority

NHS Trusts

Health Authorities

Local Health Boards

#### **Group 2**

Association of Independent Hospitals and Kindred Organisations (see Note (a))

British Postgraduate Medical Federation (University of London) (see Note (b))

Carstairs State Hospital (Scotland)

Central Services Agency (Northern Ireland)

Channel Island Health Authorities

Education and Library Boards (Northern Ireland)

English and Welsh National Boards for Nursing, Midwifery and Health Visiting

Health Departments of HM Government

Health Education Council

Health Social Services Board (Northern Ireland)

Imperial Cancer Research Fund

Isle of Man Health Services Board

King Edward's Hospital Fund for London

Local Authorities in United Kingdom

Medical Research Council

Medical Services of HM Armed Forces (see Note (c))

National Association of Health Authorities and Trusts in England and Wales  
National Association for Mental Health  
National Board for Nursing, Midwifery and Health Visiting for Northern Ireland  
National Board for Nursing, Midwifery and Health Visiting for Scotland  
National Society for Mentally Handicapped Children  
Northern Ireland Council for Postgraduate Medical Education  
Northern Ireland Health and Social Services Training Council  
Royal Postgraduate Medical School (Hammersmith)  
School for Dental Auxiliaries Ltd  
State Hospitals (Broadmoor, Moss Side, Park Lane, Rampton)  
United Kingdom Central Council for Nursing, Midwifery and Health Visiting

United Kingdom Universities and Medical Schools

Claims for removal expenses from employees who were previously employed by one of the authorities or organisations based in Northern Ireland, the Channel Islands or the Isle of Man should be paid in full (and not restricted to the port of entry into Great Britain) subject to satisfaction of the remaining criteria.

#### Notes

(a) a detailed list of members of the Independent Hospitals Association can be obtained from the Secretary, Buckingham Ct, 78 Buckingham Gate, London SW1E 6PE (Tel: 0207 430 0537).

(b) the individual federated Institutes are as follows:

Institute of Basic Medical Sciences  
Institute of Cancer Research  
Cardiothoracic Institute  
Institute of Child Health  
Institute of Dental Surgery  
Institute of Dermatology  
Institute of Laryngology and Otology  
Institute of Neurology  
Institute of Obstetrics and Gynaecology  
Institute of Ophthalmology  
Institute of Orthopaedics  
Institute of Psychiatry  
Institute of Urology

## **Annex 2**

### Subsistence rates

For absence from home or practice

Night subsistence allowance payable at the rate in The General Whitley Council Conditions of Service

Day subsistence allowance payable at the rate in The General Whitley Council Conditions of Service

### Mileage allowance from 1 July 1992

For absence from home or practice

#### Rate payable

As a driver for each mile 23p

As a passenger for each mile 2.0p

## ANNEX 3

### *Payments in respect of GP Registrar Scheme:*

- a) Training grant £6,385.00
- b) Allowance for additional motor vehicle  
 (1) for one year's full-time training £4,598.00  
 (2) for 2 year's part-time training (for each year) £3,016.30
- c) GP Registrar's allowance and supplements

**Col A** – hospital salary (last NHS appointment held, and current basic salary)

**Col B** – GP Registrar's allowance and supplements

	<b>A</b>	<b>B</b>
	<b>£</b>	<b>£</b>
1. House Officer (=SHO)	23,938	39,498 *
2. 1 <sup>st</sup> year SHO	23,938	39,498 *
3. 2 <sup>nd</sup> year SHO	25,543	42,146 *
4. 3 <sup>rd</sup> year SHO or 1 <sup>st</sup> Year Registrar	27,148	44,794 *
5. 4 <sup>th</sup> year SHO	28,753	47,442 *
6. 5 <sup>th</sup> year SHO	30,358	50,091 *
7. 6 <sup>th</sup> year SHO	31,964	52,741 *
7a. SHO maximum	33,569	55,389 *
8. 2nd year Registrar	28,108	46,378 *
9. 3rd year Registrar	29,460	48,609 *
10. 4th year Registrar/1st year Senior Registrar	30,813	50,841 *
11. 5th year Registrar/2nd year Senior Registrar	32,449	53,541 *
12. 3 <sup>rd</sup> year Senior Registrar	34,085	56,240 *
13. 4th year Senior Registrar	35,721	58,940 *
14. 5th year Senior Registrar	37,357	61,639 *
15. 6th year Senior Registrar	38,993	64,338 *
16. Consultant	The current allowance for the scale point of the last NHS hospital appointment, on a mark-time basis. #	

\*Incremental dates as in last hospital post rates also apply to Specialist GP Registrars.

# Mark-time basis

- d) GP Registrar's subscription to a professional defence organisation.

See paragraph 7 of the Schedule to the Directions to Local Health Boards Concerning GP Registrars.

