

[July 2004]

**NHS WALES
GMS CONTRACT IMPLEMENTATION PROJECT**

**Model terms and conditions of service for a salaried
general practitioner employed by a GMS practice
("Practice")**

Notes

- (i) These are model terms and conditions for use by LHBs in Wales and the definitions may be different 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 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.
- (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.

Model terms and conditions

Definitions

- 1 1977 Act means the National Health Service Act 1977 as the same may be amended, supplemented or modified from time to time.
- 1.1 1997 Act means the National Health Service (Primary Care) Act 1997 as the same may be amended, supplemented or modified from time to time.
- 1.2 Hospital Conditions of Service means the National Health Service Medical and Dental Staff [Wales] Handbook [Issued 1st December 2003].
- 1.3 General Whitley Council Handbook means the Whitley Councils for Health Services (Great Britain) General Council Conditions of Service. [see v above]
- 1.4 Job Plan means a plan identifying the nature and the timing of the practitioner's commitments.
- 1.5 List Regulations means the National Health Service (Performers List) Regulations 2001 or any successor regulations which may from time to time be in force including comparable regulations applicable to the provision of personal medical services under the 1997 Act.
- 1.6 NHS Employment means the total of the periods of employment by a National Health Service Trust, Local Health Board or Special Health Authority, or any of the predecessors in title of those bodies or the equivalent bodies in England, Scotland and Northern Ireland, together with the total of the periods during which the practitioner provided or performed Primary Medical Services.
- 1.7 Practice Facilities means premises, accommodation, equipment and services provided by the Practice.
- 1.8 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.
- 1.9 Primary Medical Services means medical services which are either provided as personal medical services pursuant to the provisions of the 1997 Act or general medical services provided pursuant to the provisions of the 1977 Act or any equivalent services provided by the LHB.
- 1.10 Regulations means Regulations and Directions from time to time in force pertaining to the provision of primary medical services.
- 1.11 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 32 (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.

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.
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 LHB and the Assembly Adviser for General Practice 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.

Continuity of employment

9. For the purposes of section 1(3) (c) of the Employment Rights Act 1996, your continuous period of employment commended on [date]. However your previous employment not treated as continuous for the purposes of the Employment Rights Act 1996 may be reckoned as continuous for the purpose of certain of your terms and conditions of service.

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 36 of these terms and conditions to a period of 30 working days' paid leave per year for full-time practitioners.

Retention of other fees

11. Practitioners may not charge fees for work arising within the normal course of their duties save as set out in the Regulations.
12. Practitioners may not charge fees for issuing any certificates listed in the Regulations.
13. Also provided free of charge (for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews) are certificates for patients claiming Income Support and sickness and disability benefits, including Incapacity Benefit, Statutory Sick Pay, Disability Living Allowance and Attendance Allowance.

Outside activities and private practice

14. Practitioners may undertake private practice or other work, provided that it does not conflict with their Job Plan, and save by mutual agreement is not undertaken during the contracted hours.

Lecture fees (additional to those stated in the agreed Job Plan)

15. Where a practitioner gives a lecture on a professional subject for which a fee is payable and the lecture is given in or substantially in contracted hours, the fee shall be paid directly to the 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:
 - (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 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 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 LHB, e.g. medical audit or quality assurance initiatives. The Practice undertakes to ensure that the practitioner has access to copies of all local LHB 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, the items referred to in 21(i) and 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 sub-clauses 21(i) and 21(ii) (Equipment) other than the equipment and services provided pursuant to this Agreement.
24. The practitioner shall at all times utilise the 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.
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.

Job sharing

28. Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the job sharing of a post in any grade shall be determined in accordance with the provisions of section 11 of the General Whitley Council Handbook.

Salary range and starting salaries

29. 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.
30. 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

31. The practitioner is required to effect and maintain full registration with the General Medical Council and to effect and maintain membership on an occurrence based basis with a recognised medical defence organisation commensurate with the practitioner’s responsibilities. The practitioner is also required to provide written proof and evidence of such registration and membership.

Termination of employment

32. 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 section 30(5) of the Medical Act 1983);
- (ii) conducts him/herself in a manner which results in his/her name being removed 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));
- (iii) has his/her name removed from a list maintained under the List Regulations;
- (iv) commits any gross or persistent breaches of the practitioner's obligations under this Agreement and such a power of determination shall be exercisable notwithstanding that on some earlier occasion the Practice may have waived or otherwise failed to exercise their rights to termination under this clause; or
- (v) is guilty of illegal substance abuse or habitual insobriety despite reasonable efforts to support and rehabilitate.

In considering the conduct of the practitioner with regard to the provisions of clause 36(iv) 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

33. The agreed minimum period of notice by both sides shall be three months.

Application of minimum periods

34. 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

35. The relevant Hospital Conditions of Service shall apply in matters of personal conduct. In matters involving professional conduct or performance the relevant procedures of the Practice shall apply in line with the Guidance for Local Health Boards on Local Procedures as agreed between GPC[Wales] and the Welsh Assembly Government, Primary Care Division.

Annual leave

36. Full-time practitioners shall be entitled to 30 working days' annual leave in each year.

Part-time staff

37. 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

38. 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

39. 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.

General

40. 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

41. 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

42. A practitioner absent from duty owing to illness, injury or other disability shall, subject to the provisions of paragraph 44 (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.
43. 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.

Calculation of allowances

44. 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

45. Subject to paragraph 47 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. 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.
46. Practitioners will also be required to comply with the requirements for appraisal and revalidation as may from time to time apply.

Conditions

47. 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

48. 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;
 - (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

49. The provisions of section 6 of the General Whitley Council Handbook shall apply.

Special leave for domestic, personal and family reasons

50. The provisions of section 12 of the General Whitley Council Handbook shall apply.

Local Medical Committees

51. The LMC voluntary levy for the practitioner shall be paid by the Practice.

Expenses

52. 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

53. The provisions of sections 7 (Equal Opportunities), 8 (Harassment at Work), 9 (Child Care), 10 (Retainer Schemes) subject where appropriate to the particular provisions of the Doctors and Dentists Retainer Schemes set out in Annex B of PM(79)3 and EL(90)222 respectively, 27 (Reimbursement of telephone expenses), 33 (Dispute Procedures), 41 (Health Awareness for NHS Staff), 45 (Arrangements for redundancy payments), 52 (Position of Employees elected to Parliament), 53 (Membership of Local Authorities), 54 (Payment of Annual Salaries), 59 (NHS Trusts – Continuity of Service), and, 61 (Annual Leave and Sick Pay Entitlements on Re-Entry and Entry into NHS Employment) of the General Whitley Council Handbook shall apply.

Appendix 1

Salary range

The salary range for salaried GMPs as determined by the Doctors and Dentists Review Body [2004-2005] is as follows:

Minimum	47,710
1	49979
2	52355
3	54845
4	57452
5	60184
6	63046
7	66044
8	69184
Maximum	72,478

1. As indicated in paragraph 30 of the terms and conditions of service Practices shall have discretion to fix the practitioner's salary for the first year of his/her employment at a figure higher than the minimum salary point having regard to previous service, experience etc.
2. The performance of the practitioner should be reviewed annually and further increments may be awarded subject to satisfactory review.
3. To date the Doctors and Dentists Review Body's recommendation on salaries for salaried GMPs comprise a salary range only. The Review Body has not prescribed incremental points within the range. Therefore these "increments" are indicative to assist Practices in determining pay increases arising from satisfactory performance review.
4. The salary range will be uplifted annually in line with the Government's acceptance of the percentage increase recommended by the Doctors and Dentists Review Body.