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GPC

**General Practitioners
Committee**

COGPED
**Committee of General Practice
Education**

Framework for a written contract of employment

**Compiled in conjunction with BMA regional
services and based on a document produced by
Wessex LMCs**

Edited for Eastbourne GP VTS

Guidance for GP Specialty Registrars



Framework for a written contract of employment

Note for those drawing up the contract of employment and appendices

* or [] indicates a note, information needed to complete the contract, an alternative to be deleted, or a section which may not be appropriate for all staff in all circumstances, eg maternity leave clause.

{ } draws your attention to the notes for this framework.

GP Specialty Registrar

This agreement sets out particulars of the terms and conditions agreed between:

Dr XXXX and Partners
(the trainer/educational supervisor)
Referred to in this contract as the trainer/educational supervisor.

Address: XXXXXXXXXXXX
XXXXXXXX

and you:

Name: XXXXXXXXXXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXXXXXX

on: XXXXXXXXXXXXXXXXXXXX

Appendix 1 sets out your timetable

Appendix 2 sets out the disciplinary procedure

Appendix 3 sets out the grievance procedure

[Please note that the procedures contained in Appendices 2 and 3 are examples only and practices are advised to ensure that these reflect their own established disciplinary and grievance procedures]

Appendix 4 sets out the educational agreement between you and the trainer/educational supervisor.

Appendix 5 sets out the accompanying terms and conditions of service as contained within the handbook for GP Specialty Registrars

Terms and conditions

1. Job Title

Your job title is GP Specialty Registrar to Dr XXXXXXXX in the XXXXXXXXXXXX Medical Practice.

2. Terms and conditions of service

Your appointment is subject to you being a member of the performers list of the East Sussex Downs and Weald PCT.

Your appointment is also subject to the terms and conditions outlined in this contract, the accompanying handbook of terms and conditions of service for GP Specialty Registrars in general practice and the terms of service for general practitioners as set out from time to time in the National Health Service (General Medical Services Contracts) Regulations 2004 (or equivalent).

3. Date of start of employment

Your employment begins on

4. Period of employment

This employment is for a fixed term of months. It will therefore terminate on _____ except where a further period of training is considered necessary. There is no guarantee that any extension will be in the same practice as your current employment. Extensions are subject to the approval of the local Director of Postgraduate GP Education.

5. Medical assessment

The appointment is subject to a satisfactory medical assessment which may include a requirement that you submit to a medical examination by a medical practitioner acceptable both to you and the trainer/educational supervisor.

You may also be asked to consent to an examination by a medical practitioner, agreed by you and the trainer/educational supervisor, in circumstances where the trainer/educational supervisor has reasonable grounds to be concerned about your health and your fitness to undertake the work for which you have been employed

If there are health reasons that may impact on your training in addition to your employment this will also need to be acceptable to your Deanery. You may also be requested to consent to the release of your medical records to the nominated medical practitioner if such records are reasonably required by him or her.

In the event of an unsatisfactory medical assessment or that you do not wish to consent to either medical examination or the release of your medical records as referred to above, then the trainer/educational supervisor, advised by the Director of Postgraduate General Practice Education, will make a decision on your continued employment on the basis of the information available and in the absence of an independent medical expert's opinion.

6. Salary and allowances

The trainer/educational supervisor shall pay a salary and a motor vehicle allowance at rates in accordance with the Schedules to Direction to Strategic Health Authorities Concerning GP Registrars 2003 with 2007 amendments (or subsequent) (or equivalent), as amended from time to time, concerning GP Specialty Registrars.

Your basic salary will be [£.....pa.] Your salary supplement will be [£.....pa.] Both annual salary and supplement will be amended in accordance with the annual recommendations of the Doctors' and Dentists' Review Body as implemented by government for GP Specialty Registrars. All payments will be made in arrears at the end of each completed calendar month, by payment into a bank or building society account, or by cheque.

7. Deductions

The trainer/educational supervisor will not make deductions from or variations to your salary other than those required by law without your express written consent.

8. Hours of work

- (a) Your hours of work in the practice, your programme and regular periods of tuition and assessment will be agreed with you. Both during and outside normal hours, they will be appropriate to your educational needs and shall be bound by the provisions of the UK Working Time Regulations. Information regarding local arrangements for the working week can be found on your local deanery website.
- (b) The normal working week (excluding out-of-hours training) will comprise of **40 hours** which will be broken down as follows: **28** clinical, **8** structured educational (including day release/VTS) and **4** independent educational. A degree of flexibility may be required from time to time in order to meet your training needs i.e. increasing either the number of educational or

- clinical sessions in order to gain specified competencies (having decreased the number of clinical or educational sessions accordingly/respectively).
- (c) You are an integral part of the practice team but at no point should the effective running of the practice be dependent on your attendance.
 - (d)
 - [(i) Out of hours: the GP trainer/educational supervisor will ensure that you have completed necessary out-of-hours experience in line with Chapter 7 of the RCGP Curriculum, 'Care of Acutely Ill People' and recorded this in your e-portfolio. This evidence will also be taken into account in the considering your progression (Annual Review of trainer/educational supervisors report. The trainer/educational supervisor should be able to facilitate the booking of out-of-hours sessions. Out-of-hours sessions should not normally be started before you have completed one month of employment at the practice, and should be completed in sufficient time and the enhanced trainer/educational supervisors report to be completed on time and a 'Recommendation for Completion of Training' (usually 6 weeks prior to completing training). It is your responsibility to book and attend the required out-of-hours sessions within this window.
 - (ii) You will be required to undertake sufficient out of hours experience to gain and demonstrate the required competencies, as a minimum this should include a benchmark of 12, 6-hour sessions of out-of-hours training **in 12 months**. The nationally agreed guidelines for GP Specialty Registrars out-of-hours experience is contained in a COGPED position paper 'Out-of-hours training for GP registrars', which can be accessed online. An out-of-hours clinical supervisor will make them self available at all times when you are undertaking out-of-hours duties.
 - [(e) Part-time training will fulfil the following requirements:
 - (i) A one-week mandatory period of full-time training, as meets the requirements of the appropriate assessing authority
 - (ii) A minimum of 50% of normal working week to be worked (including tutorials and protected educational time each week)
 - (iii) Training in unscheduled care work will be undertaken to achieve the competencies stated as directed in Chapter 7 of the RCGP Curriculum, 'Care of Acutely Ill People'.
 - (iv) All arrangements relating to part-time training are subject to approval by the Director of Postgraduate GP Education.
 - (f) Your normal timetable is attached as Appendix 1.

9. Pension

You will be offered the opportunity to join the NHS pension scheme, and your trainer/educational supervisor can arrange for the deductions from your salary and account to the proper authority for all contributions or other payments for which you are liable under this scheme. The NHS pension scheme is contracted out of the State Second Pension ('S2P', formerly SERPS) and a contracting out certificate is in force.

10. Notice of termination of employment

This contract may be terminated by you giving one month's notice in writing to your trainer/educational supervisor or by your trainer/educational supervisor giving one month's notice in writing to you, and such notice may be given at any time.

These arrangements shall not prevent either party waiving his/her rights to notice on any occasion, or accepting payment in lieu of it, or treating the contract as terminable without notice, by reason of such conduct by the other party as enables him/her so to treat it at law.

11. Location and duties

- (a) The trainer/educational supervisor undertakes to teach and advise you on all matters appertaining to general medical practice and offers employment to further this purpose.
- (b) You will be required to work at the surgery premises at **xxxxxxxxxxxxxxxx**
You may also be required to work at **xxxxxxxxxxxxxxxx** or such other localities as may be reasonably necessary for the performance of your prescribed duties.
- (c) You will be required to travel to provide home visits, emergency treatment, etc. to patients, and to undertake other duties outside the surgery as required for the purposes of GP training.
- (d) Save where you are required to provide or assist with an educational presentation, or for your own educational benefit, you will not be required to perform duties which will result in the receipt by the practice of private income, unless an arrangement to the contrary is entered into before the commencement of your GP Specialty Registrarship (this may include writing private sick notes). Any such agreement to the contrary shall specify the extent and nature of the duties that may be required. **A share of clinical load will involve associated work that involves receipt of private income will be expected: examples include completion of cremation certificate where you have been involved in the patient's final illness, private medical certificates, full medicals for insurance or other purposes and forms for agencies such as Disability Benefits.**

- (e) The trainer/educational supervisor, a nominated GP partner or other appropriate GP principal or salaried GP, undertakes to be available for advice, either personally or through a nominated partner, when you are on duty.
- (f) You are required to care and be responsible for, maintain and, if necessary, replace and return at the end of the training period any medical equipment or supplies made available to you by the trainer/educational supervisor during your employment.
- (g) Complaints: If you are required by your trainer/educational supervisor to participate in any complaint investigation or hearing in the practice under the NHS complaints procedure, you must be available. This requirement extends after your employment with the practice ends, providing you are then still in the United Kingdom, and includes attendance at any independent review procedure or disciplinary hearing if your presence is required

Reasonable expenses of travel and subsistence will be met and wherever possible reasonable notice will be given.

12. Professional registration and indemnity

You are required to effect and maintain full registration with the General Medical Council and to effect and maintain membership of a recognised medical defence organisation approved by the partners, commensurate with your professional duties, throughout the period of employment. Initially this will be at your own expense but full reimbursement of the cost of basic medical defence cover can be claimed from the trainer/educational supervisor/funding authority.

You are required to produce evidence, in the form of original documents, of such full registration and defence organisation membership before commencing your duties, and similarly to produce original evidence of retention of registration and renewal of defence organisation membership from year to year to demonstrate continuity.

The partners confirm that they all hold full registration with the General Medical Council and that their membership of a recognised medical defence organisation is commensurate with their professional responsibilities. They undertake to ensure that they will maintain such registration and membership from year to year.

Failure to maintain full General Medical Council registration or commensurate defence organisation membership, including suspension or erasure from the register and the imposition of conditions on your registration, will entitle the partners to suspend you and to instigate the disciplinary procedure attached at Appendix 2.

13. Fees

- (a) All fees received by you by virtue of your position in the practice shall be paid to the practice or as they may direct.
- (b) Any specific or pecuniary legacy or any gift of a specific chattel shall be considered your personal property.

14. Outside activities

- (a) With the agreement of your trainer/educational supervisor, you may arrange to undertake any duties or professional activities outside those of the practice whether remunerated or not. Agreement will not be unreasonably withheld. Any medical duties or appointments outside the practice area must not compete with the trainer/educational supervisor's practice or impinge on your contracted duties with the practice, or upon your GP vocational training. This applies equally whether such duties are remunerated or not. Consent does not imply any responsibility by the partners for your acts and omissions in the course of such activities. You are advised to ensure that your membership of a recognised medical defence organisation is commensurate with these activities.
- (b) If you are elected to represent other GP Specialty Registrars on recognised bodies [define if possible] or to attend the annual conference of representatives of LMCs you will be given facilities including special paid leave, to undertake such functions and to attend appropriate meetings. You must obtain the consent of your trainer/educational supervisor to each absence from duty but consent shall not be withheld unless there are exceptional circumstances in the reasonable opinion of the trainer/educational supervisor. You should wherever possible inform your trainer/educational supervisor of any such commitments before you commence your attachment. When agreed such absences shall be considered as included in working time commitment. If such commitments significantly impact upon your learning an extension to training may be required at the discretion of the Director of Postgraduate GP Education.

15. Confidentiality

Subject to your statutory rights and duties and to the necessary sharing of information with other health professionals, with the informed consent of the patient, you are required to preserve the absolute confidentiality of the affairs of the trainer/educational supervisor, of the partners, of the patients and all matters connected with the practice. This obligation shall continue even after the contract of employment has ended. A breach of this requirement will be regarded as gross misconduct and as such will be grounds for dismissal, subject to the provisions of the disciplinary procedure. Further details are given in part 2 of the accompanying

handbook of terms and conditions of service for GP Specialty Registrars in general practice, clause 5.

16. Records

You will keep proper records of attendance, visits by and to patients and all other such records as are required by NHS legislation, or are reasonably required by the partners.

17. Prohibited acts

You will not:

- (a) hold yourself out to be in partnership with the trainer/educational supervisor or other partners of the practice
- (b) pledge the credit of the partners of the practice
- (c) do anything which shall cause the reputation of the trainer/educational supervisor or other partners of the practice to be brought into disrepute
- (d) publish (except with the written consent of the trainer/educational supervisor) any documents, articles or letters, etc which may purport to represent the practice or the views of any of the partners.

18. Transport

You must either hold a current valid driving licence and have use of a motor vehicle, or provide alternative means of offering emergency and domiciliary care to fulfil the requirements of the post

Note: It is necessary to notify your insurance company that you intend using your motor vehicle for business purposes, before doing so. Otherwise your insurance cover may be inadequate.

You will be required to:

- (a) provide, maintain and pay all the running costs of suitable transport to enable efficiently to carry out your responsibilities under this agreement
- (b) conform to the appropriate statutory requirements relating to motor vehicle insurance
- (c) Supply the trainer/educational supervisor with satisfactory evidence of compliance with such requirements.

Reimbursement at rates in accordance with the Schedules to Direction to Strategic Health Authorities Concerning GP Registrars 2003 with 2007 amendments (or subsequent) (or equivalent), as amended from time to time, concerning GP Specialty Registrars, is payable to you for this purpose].

19. Telephone

- (a) You are required to keep connected to either a public or mobile telephone service. The trainer/educational supervisor will reimburse telephone rental costs where appropriate and such proportion of the cost of calls that represent use for and on behalf of the practice. Itemised bills indicating such calls should be presented to the practice manager for payment as appropriate.
- (b) The trainer/educational supervisor will organise and fund any message taking facilities required for you when on call.

20. Leave

20.1 Annual leave

You are entitled to twenty-five days paid annual leave per annum for full time employment. Reasonable notice must be given of your intention to take leave preferably planning this at start of post in conjunction with other leave e.g study leave and at least two weeks' notice (in order to facilitate your learning plan). You must discuss the proposed dates with the trainer/educational supervisor and have them agreed. Leave dates must be agreed before booking holidays. Such agreement will not be unreasonably withheld. If you have exceeded leave entitlement at the date of leaving the practice, for whatever reason, the partners will be entitled to deduct a sum equivalent to the salary paid in respect of such excess leave from your final salary payment. Additional leave must be notified to the Director of Postgraduate GP Education to determine whether an extension to training will be required. Excess leave might also have a deleterious effect on completion of training period. Payment will not be made in lieu of leave owing at the end of the post.

20.2 Bank and public holidays

Subject to the provisions of this paragraph, you are entitled to eight bank and public holidays or days in lieu per calendar year and any public holidays proclaimed from time to time. When you are required to work on one of these days on a rostered basis you will be entitled to a day off in lieu. [If you work part-time, you will be entitled to bank and public holidays or days in lieu on a pro rata basis according to the number of hours you work compared with full time hours.]*

20.3 Study leave

- (a) **A study leave allowance of 30 days approved study leave will apply. This will include attendance at a day release course (which amounts to 18 full day equivalents), on full pay and allowances during the period of twelve months in the practice and pro rata for shorter periods or part time training. You will also be expected to attend the Deanery study days (estimated 3 per year) and other study days directed by your trainer in conjunction with the local Course Organisers. Study leave requests may be agreed between you and your trainer/educational supervisor subject to approval by the Director of Postgraduate General Practice Education. Such requests will not be unreasonably refused, but you should give at least two weeks' notice in order to facilitate your learning plan.**
- (b) **Attendance at nominated day or half day release courses is a condition of employment.**

20.4 Sick leave

- (a) **If you are absent due to sickness and provide proper notification, payment will be made in accordance with the practice sick pay scheme contained in clause 3 of the accompanying handbook of terms and conditions of service for GP Specialty Registrars in general practice.**
- (b) **Where payments received under the practice sick pay scheme are less generous and you fulfil the qualifying conditions in respect of sick leave set out in the directions to health authorities concerning GP Specialty Registrars, you will be entitled instead to be paid by the trainer/educational supervisor, as part of your emoluments, such sums as are received by the trainer/educational supervisor during your sick leave.**
- (c) **Any payment under the statutory sick pay scheme will be offset against your entitlement as stated in (a) or (b) above.**
- (d) **You must notify the trainer/educational supervisor of any absence due to sickness on the first day of sickness. A self-certification form should be completed for any sickness absence lasting for fewer than seven days. If the sickness absence lasts longer than seven days you must first notify your absence and also request a self-certification form which should be posted to the practice at the end of the first week of absence. If the absence continues beyond seven days a medical certificate should be submitted from your own registered GP.**
- (e) **You should register with a local GP for medical care and normally should not be registered with your training practice.**
- (f) **If total sickness absence exceeds 2 weeks per annum you may be required to extend your training period to complete training. The decision, in regard to the length of further training, will be made by the Director of Postgraduate GP Education after consultation with your trainer/educational supervisor. This will be a pro-rata arrangement for flexible training posts and for those posts that are less than 12 months in duration.**

20.5 Maternity/paternity leave

- (a) **Maternity/paternity rights in this employment are as set down in the Schedules to Direction to Strategic Health Authorities Concerning GP Specialty Registrars (2003) with 2007 amendments (or subsequent) (or equivalent) as supplemented by clause 7/8 of the accompanying handbook of terms and conditions of service for GP Specialty Registrars in general practice.**
- (b) **Continuous service is calculated by taking into account previous work for an NHS Trust, PCO, Strategic Health Authority, Health Authority or as a GP Specialty Registrar in General Practice (or any of the predecessors in title of those bodies or the equivalent bodies in Wales, Scotland and Northern Ireland). A break in service may for this purpose be disregarded if it is:**
- **Three calendar months or less between termination of employment with one Strategic Health Authority and resumption with another.**
 - **Three calendar months or less between GP Specialty Registrar posts.**
 - **Or less than six calendar months spent in employment of a person providing primary medical services to the National Health Service pursuant to a general medical services contract, a personal medical services agreement or an alternative provider medical services contract (under section 16cc(2) of the National Health Service Act 1977),**
 - **Or a period of up to six 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 specialty concerned.**
- (c) **If you are absent on maternity/paternity leave, and you fulfil the qualifying conditions in respect of maternity/paternity leave set out in the Directions, you will be entitled to be paid by the trainer/educational supervisor, as part of your emoluments, such sums as are received by the trainer/educational supervisor for the GP Specialty Registrar's salary during maternity/paternity leave.**
- (d) **After maternity/paternity leave for the balance of your training period, you will be entitled to continue your training under no less favourable terms and conditions as set out in this original contract, in an equivalent training position and where possible, with the same trainer/educational supervisor. You may be required to extend your training period to complete training. The decision, in regard to the length of further training, will be made by the Director of Postgraduate GP Education after consultation with your trainer/educational supervisor.**

20.6 Unpaid leave

Unpaid leave other than for parental, dependent (including adoption) or maternity purposes is normally granted only when you have exhausted your annual leave entitlement. This type of leave is discretionary and permission must be obtained before it is taken. Unpaid leave may be granted only in exceptional circumstances if and when the needs of the practice allow. You may be required to extend your training period to complete training. The decision, in regard to the length of further training, will be made by the Director of Postgraduate GP Education after consultation with your trainer/educational supervisor.

20.7 Dependant, parental and adoption leave

Details of your statutory entitlements to dependant and parental leave are contained in clauses 4, 5 and 6 of the accompanying handbook of terms and conditions of service for GP Specialty Registrars in general practice except that previous service in the NHS will count. You may be required to extend your training period to complete training. The decision, in regard to the length of further training, will be made by the Director of Postgraduate GP Education after consultation with your trainer/educational supervisor.

20.8 Special leave

Special leave **without** pay may be taken at the discretion of the partners. Requests for special leave should be submitted to the practice manager/named partner responsible for staffing in the first instance. Such leave may only be taken when written approval has been given on behalf of the partners. You may be required to extend your training period to complete training. The decision, in regard to the length of further training, will be made by the Director of Postgraduate GP Education after consultation with your trainer/educational supervisor.

21. nMRCGP

- (a) You are required to take nMRCGP, and abide by the regulations as laid down by the appropriate assessing authority.
- (b) You are therefore required to register with the RCGP – it is suggested you apply for the RCGP scheme “Associate in Training”.

22. Review of progress

Time will be set aside with your trainer/educational supervisor on at least a quarterly basis to discuss/review your progress with your training. Adequate notice will be given prior to this review and it is an opportunity to discuss the job and other matters of concern or progress.

23. Health & safety at work

- (a) The practice's policy on health and safety at work is to provide such safe and healthy working conditions as is possible and to enlist the support of their employees towards achieving these ends. Full details of the practice policy are contained in part 2, clause 10 of the accompanying handbook on terms and conditions service for GP Specialty Registrars in general practice. While the overall responsibility rests with the employer, all staff have a legal duty to take reasonable care to avoid injury to themselves or to others by their work activities, and not to interfere with or misuse any clothing or equipment provided to protect health and safety.

Any accident or injury arising out of your employment must be reported immediately to the practice manager or partner on duty and recorded in the accident book.

- (b) The main hazards that you should be aware of are: medical instruments, the disposal of waste materials, which may be sharp, contaminated or both, contact with infectious diseases, prams and bicycles. You must report any accident immediately to the trainer/educational supervisor or in his/her absence a partner and a record will be kept at the surgery. A factual statement covering to the fullest possible extent all the circumstances of the accident may be required to ascertain the cause in order to prevent its recurrence.
- (c) Legislation in England, Scotland, Northern Ireland and Wales prohibits smoking in all enclosed public spaces.
- (d) Health and safety executive office: Health and safety executive
[insert address and telephone number of relevant local H&SE office]

24. Convictions/offences/GMC proceedings/discipline and suspensions/ Protection of Children Act 1999 List checks

This employment is exempt from the provisions of the Rehabilitation of Offenders Act 1974 (or equivalent). You are not therefore entitled to withhold information requested by the trainer/educational supervisor about any previous convictions you may have, even if in other circumstances these would be regarded as 'spent' under the Act.

You are further required to declare the following to the trainer/educational supervisor, before commencing your duties:

- (a) any suspension for whatever cause, from your contracted duties with previous employers or other contracting parties, such as health authorities or primary care organisations, and the cause thereof, whether or not any disciplinary proceedings followed;

- (b) any disciplinary sanctions (including dismissal) imposed upon you by previous employers or contracting bodies and the cause thereof. For the sake of clarity, this shall include any findings of a breach of the GP terms of service under the NHS (General Medical Services) Regulations (or equivalent) as amended from time to time.
- (c) any sanctions imposed upon you in the past by the GMC, including any which have a continuing effect, such as conditions placed upon your registration, and any interim suspension from the register prior to further proceedings being considered;
- (d) any sanctions imposed upon you by foreign regulatory bodies comparable to the GMC, if you have worked abroad;
- (e) any GMC proceedings pending at the time of your application for this post or prior to the commencement of your duties with the partners.

Concealment by a failure to disclose such information may result in your dismissal.

Additionally, as this employment will require you to work with children, it is subject to checks being made with the Department of Health's *Protection of Children Act 1999* List (or equivalent), as regards your suitability to work with children. Signature of this contract will provide your consent to such checks being undertaken, if this has not already been given during the recruitment process.

If you do not agree to such checks being made this will entitle the trainer/educational supervisor to terminate your employment by appropriate written notice.

You are further required to report to the trainer/educational supervisor:

- any police investigations or criminal proceedings (including for alleged traffic offences) to which you are subject at the time of your application for this post, or prior to the commencement of your duties with the trainer/educational supervisor;
- any convictions, cautions or alleged offences with which you are charged (including traffic offences) while you are an employee of the trainer/educational supervisor;
- any GMC proceedings to which you are or become subject, including any initial referral, as soon as you become aware of these. Failure to reveal such information may result in your dismissal.

25. Educational agreement

Appendix 4 (an educational agreement between a trainer/educational supervisor and a general practice Specialty Registrar) will be respected by both you and the

trainer/educational supervisor as a statement of your educational aims and objectives and signed by both as a record of an agreement.

26. Disciplinary and grievance procedures

These procedures are attached as Appendices 2 & 3

27. Personnel policies and working procedures

Currently the following personnel policies and procedures apply in this practice:

[list policies/procedures] and can be seen on request to the practice manager.

Appendices to be attached

Appendix 1	Timetable of hours of work
Appendix 2	Disciplinary procedure
Appendix 3	Grievance procedure
Appendix 4	Your educational agreement
Appendix 5	GP Specialty Registrar handbook

**Signed
supervisor**

trainer/educational

This [insert date of contract]

I acknowledge receipt of this contract of employment and agree to be bound by it.

I understand that you will retain a copy of this signed contract

Signed

GP Specialty Registrar

This [insert date of contract]

Appendix 1

(Clause 9 refers)

Hours of work

1. The agreed arrangement of your normal working week is as follows:

	AM	PM
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

2. In addition to the above normal working week, you will be required to undertake out-of-hours training as referenced in paragraph 8(d) of the BMA's Framework for a written contract of employment

NB this is 72hr per 12 months

Appendix 2

Disciplinary rules and procedure

1. Preamble

- 1.1 Rules and procedures are necessary for promoting fairness and order in the treatment of individuals in matters of discipline and assist a practice to operate effectively. Rules set standards of conduct and performance at work; procedures help to ensure that the standards are adhered to and also provide a fair method of dealing with alleged failures to observe them.
- 1.2 This disciplinary procedure is not primarily a means of imposing sanctions. It is designed to emphasise the need for and to encourage improvements in individual conduct and performance.
- 1.3 In any disciplinary hearings you have the right to be accompanied by a friend, colleague or representative.

2. Seriousness of misconduct or inadequate performance

There are varying degrees of seriousness of misconduct or inadequate performance, so the procedure outlined below may be commenced at any stage depending on the apparent severity of the matter in question.

3. Gross misconduct

Gross misconduct could justify summary dismissal. Examples of gross misconduct are: breaches of confidentiality; theft; fraud; deliberate falsification of records; fighting; assault on another person; deliberate damage to property; serious incapability through alcohol or being under the influence of illegal drugs; abuse of medicines; serious negligence which causes unacceptable loss, damage or injury, or gross act of insubordination.

4. Suspension

- 4.1 If it is alleged you have committed gross misconduct you will normally be suspended from work on full pay, initially for no more than [five] working days and subject to review, while the practice investigates the alleged offence. If the allegations appear to be substantiated or are admitted, this may lead to the commencement of disciplinary proceedings against you and, thereafter, to dismissal.
- 4.2 Suspension on full pay may also be used where appropriate in other circumstances, eg on health grounds for the protection of staff, patients or public or for less serious disciplinary matters than alleged gross misconduct,

where the nature of the complaint is such that investigations could be hindered or compromised by the continuing presence of the member of staff concerned.

- 4.3 Suspension is not a disciplinary sanction. The reasons for, and length of, suspension will always be confirmed in writing. The partner to whom the power of suspension has been delegated is the trainer/educational supervisor, or the senior partner in his/her absence. However, in case of exceptional need, any partner may exercise the power of suspension.

5. Enquiry

You will always be informed of the complaints against you and be given an opportunity to give an explanation before a decision is reached on whether or not to take matters further.

6. Informal action

If your conduct or performance at work is causing concern without satisfactory explanation, you may be asked to attend to discuss the matter in more detail with the trainer/educational supervisor and possibly the director of postgraduate general practice education. Where appropriate counselling or further training may be needed. It is hoped that this informal action will resolve any possible difficulties and lead to the required improvement.

7. Formal action

- 7.1 **Written warning:** If informal action is inappropriate or ineffective, there will be a formal meeting. You will be given adequate written notice of the meeting, which will take the form of a disciplinary hearing, and the allegations against you will be clearly set out in writing. You will be entitled to be accompanied by a colleague or trade union representative. You will be able to reply to the allegations during the hearing. If, following this, disciplinary action is deemed appropriate, a written warning will be given. The nature of the misconduct or inadequate performance will be stated and the nature of the disciplinary action taken will be specified. The likely consequences of further misconduct or failures will be indicated, along with the period of time given for improvement. A written warning will be deemed to have lapsed after six months, subject to continued satisfactory conduct and/or performance.

- 7.2 **Final written warning:** If, because of the seriousness of the offence, a written warning would be inappropriate or, following enquiry/formal written warning, there is continued cause for concern, a disciplinary hearing will be convened on the same basis as before. You will be entitled to be accompanied by a colleague or trade union representative. A warning given after a hearing at this stage will be a final written warning. If there is no improvement [within a week], it may result in your dismissal. A final written warning will be deemed to have lapsed after one year, subject to

continued satisfactory conduct and/or performance. It will include the identity of the partner to whom you may appeal under paragraph 7.7 below.

- 7.3 Dismissal:** If, because of the seriousness of the offence a formal written warning is inappropriate or there is no improvement, you may then be dismissed following a further hearing convened on the same basis as before. The person with the power to dismiss you is your trainer/educational supervisor, who has been delegated this power by the other partners. A notice of dismissal will include the identity of the partner or partners to whom you may appeal under paragraph 7.7 below. Whether counselling or the issue of a formal written warning is appropriate depends entirely on the circumstances and severity of the alleged conduct. Therefore the stage of the procedure at which action is taken will depend on the seriousness of the offence.
- 7.4 Appeals:** An appeal may always be made against a final written warning or dismissal. Full written reasons for appeal must be submitted in writing within 14 days of the receipt of the warning or a letter informing you of your dismissal. A partner in the practice not previously involved and the director of postgraduate general practice education will hear the appeal.

Appendix 3

Grievance procedure

- 1** If you have any grievance relating to your employment, you should raise this initially with the trainer/educational supervisor, or in the trainer/educational supervisor's absence the senior partner of the practice.
- 2** Minor grievances may be raised orally, though serious grievances must be in writing.
- 3** Any grievance meeting will be held as soon as possible and normally within one week of the grievance being received.
- 4** If resolution is not possible, you or your trainer/educational supervisor may refer the matter to [state name of an independent third party] or in appropriate cases to the director of postgraduate general practice education for an opinion.

Disputes relating to education and training may also be referred to the director of postgraduate general practice education if the LMC secretary/chief executive considers it appropriate, his agreement to such a referral should not be unreasonably withheld.

At stages 2 and 4 you may be accompanied by a friend, colleague or representative not acting in a legal capacity.

Appendix 4

[State details of local educational agreement] *

SAMPLE

**An educational agreement
between the trainer/educational supervisor, the practice and the
general practice Specialty Registrar
(adapted from a document by the Wessex deanery)**

This agreement sets out the broad educational aims and objectives for the post of general practice Specialty Registrar (GPStR) in this training practice and specifies the commitment required by the GP Specialty Registrar and the trainer/educational supervisor to meet these objectives. It recognises that other members of the practice and its organisation are vital in the creation of the ideal learning environment, and so requires the signatures of another partner and the practice manager. The agreement aims to aid and enhance the educational process.

It is an agreement between <name of trainer/educational supervisor> in the <name of practice> and <name of GPStR> for the period of general practice training from <date> to <date>.

The trainer/educational supervisor, the training practice and the GPStR agree to:

- (a) Produce an introductory pack containing information about the practice and the first two weeks attachments, to be available before the GPStR starts in the practice.
- (b) Plan an introductory phase in practice (usually 2 – 4 weeks) to include opportunities (usually 2- 4 weeks) for sitting in with partners and exploring roles of other members of the primary health care team.
- (c) Undertake a needs assessment to establish the GPStR's learning objectives. This will be done using a variety of methods and sources. It will include knowledge, skills and attitudes, in clinical and non clinical domains.
- (d) Produce an outline of a teaching plan (within two weeks) that starts to meet the objectives defined in the needs assessment.
- (e) Provide protected teaching time on a weekly basis for formal tutorials, the other learning and teaching opportunities in the practice, and day release course sessions. The GPStR &

trainer/educational supervisor are expected to prepare for and attend these sessions, which will be a minimum of two hours per week practice based teaching.

- (f) Discuss specialist course requirements within the requirements of the RCGP curriculum and their appropriate timing during the training period.
- (g) Plan assessments and examinations including summative assessment/or equivalent.
- (h) Hold formative assessments and give feedback regularly with formal appraisal sessions at appropriate intervals (at least three monthly) throughout the training period.
- (i) Use assessment methods drawn from a wide range of sources, but to include video recording of both consultations and tutorials throughout the training period.
- (j) (GP Specialty Registrar) Keep a record and log of her/his learning in the *eportfolio*. This will include learning objectives, the methods chosen to meet them, and the next review date.
- (k) (Trainer/educational supervisor) Keep a record of all needs, assessments and appraisals and document supporting evidence as required for the [eportfolio/ general practice learning diary]* and a copy of signed, summative/or equivalent assessment trainer/educational supervisor's report.
- (l) Attend, on a regular and constructive basis, the *VTS* and *trainer/educational supervisor/GPR groups* with only exceptional reasons accepted for non-attendance.
- (m) Plan the requirements of day release/study leave/holidays. This should be linked with the model contract.
- (n) Evaluate the training year. This includes for the GPR an obligation to complete the *GPR's report* in the last month of their training and send it to the deanery.
- (o) Use an appropriate GP education lead (eg course organiser/associate director) to assist in reducing difficulties associated with the educational content of the training period.

This educational agreement has been agreed between two parties whose signature appears below:

Trainer/educational supervisor

GP Specialty Registrar

Date of signing

We the undersigned agree to give active support to Dr <name of trainer/educational supervisor> in the training of Dr <name of GPStR>.

Partner

Practice manager

[NB Two copies should be signed and held individually by GP trainer/educational supervisor and GP Specialty Registrar.]