

April 2002
(revised December 2007 and March 2014)

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

Guidance for GP Specialty Trainees

BMA 

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, e.g. maternity leave clause.

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

GP Specialty Trainee

Referred to in this contract as 'GPST'

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

[Insert name of the employer] (the trainer/educational supervisor/lead employing organisation)

Address: []

and you:

Name: [insert GPST's name]

Address: []

on: [insert date]

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 GPSTs.

Terms and conditions

1. Job Title

Your job title is GP Trainee in the GP Specialty Training Programme of [state the name of LETB/Deanery]

2. Terms and conditions of service

Your appointment is subject to you being a member of the relevant performers list.

Your appointment is also subject to the terms and conditions outlined in this contract, the accompanying handbook of terms and conditions of service for GPSTs 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 [insert start date]

4. Period of employment

This employment is for a fixed term of [insert length of contract]. It will therefore terminate on [insert end date] 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. Occupational health assessment

The appointment is subject to occupational health requirements being met. Assessment 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 LETB/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 occupational health 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 employer shall pay a salary and a motor vehicle allowance at rates in accordance with the Schedules to Directions to Health Education England and Direction to the National Health Service Litigation Authority (GP Registrars) 2013 (or subsequent) (or equivalent), as amended from time to time, concerning GPSTs.

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 GPSTs in the Schedules to Directions to Health Education England and Direction to the National Health Service Litigation Authority (GP Registrars) 2013 (or subsequent) (or equivalent) | 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 employer 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 LETB/Deanery website.
- (b) The normal working week (excluding out-of-hours training) will comprise of 10 sessions which will be broken down as follows: 7 clinical, 2 structured educational (including the structured teaching programme of the scheme) and 1 independent educational session. 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). The nominal length of a session is 4 hours.
- (c) You are an integral part of the practice team but you are supernumerary to the workforce of the practice. At no point should the effective running of the practice be dependent on your attendance and you will not be used as a substitute for a locum in the practice.
- (d) 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 for 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. This should include a benchmark 6-hours of out-of-hours training for each month of FTE placement in General Practice. An out-of-hours clinical supervisor will make themselves available at all times when you are undertaking out-of-hours duties.

[(e) Less than Full Time training will fulfil the following requirements:

(i) 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'.

(ii) All arrangements relating to part-time training are subject to approval by the Director of Postgraduate GP Education.

(iii) A minimum of 50% of normal working week to be worked (including tutorials and protected educational time each week)

(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 employer 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 the scheme. The NHS pension scheme is contracted out of the State Second Pension ('S2P', formerly SERPS) and a contracting out certificate is in force.

Please note that if you decide to opt out of NHS pension scheme membership NHS employers are obliged to auto-enrol eligible staff into the NHS pension scheme every three years. If you have opted out of the scheme in order to retain certain HMRC protections you will need to opt-out of scheme membership again, within one month of auto-enrolment, for the protection to still be valid.'

10. Notice of termination of employment

a) This contract may be terminated by you giving one month's notice in writing to your employer giving one month's notice in writing to you, and such notice may be given at any time.

- b) These arrangements shall not prevent either party waiving his/her rights to notice on any occasion, or accepting payment in lieu of it.
- c) Either party may treat the contract as terminable without notice, by reason of such conduct by the other party that constitutes a breach.

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/placement to further this purpose.
- (b) You will be required to work at the surgery premises at [insert location]
You may also be required to work at surgery [X] or [Y] 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 placement (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.
- (e) A suitable supervisor will be available to provide support at all times when you are working in general practice. The supervisor will be a qualified GP and, in the event that your named clinical or educational supervisor is not immediately available, another qualified GP will be nominated for the specific session and will be supported by your named supervisor.
- (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/clinical supervisor during your employment.
- (g) **Complaints:** If you are required by your employer 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
- (h) You will be required to record all such complaints and Significant Events in your RCGP e-portfolio. These will be noted at annual review of progression as this is a requirement of the GMC Revalidation processes

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 and a licence to practise with the General Medical Council and to effect and maintain membership of a recognised medical defence organisation approved by the employer 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 employer.

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.

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 employer to suspend you and to instigate the disciplinary procedure attached at Appendix 2.

13. Fees

- (a) All fees received by you in relation to the care of the patients (past and present) 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 specialty training. This applies equally whether such duties are remunerated or not. Such duties should not lead to a breach in UK Working Time Regulations. Consent does not imply any responsibility by the employer 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 GPSTs 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 and employer 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 and the employer. 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 GPSTs 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 training practice/employer.

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 or the employer 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.].

A motor vehicle allowance at rates in accordance with the Schedules to Directions to Health Education England and Direction to the National Health Service Litigation Authority (GP Registrars) 2013 (or subsequent) (or equivalent) as amended from time to time, concerning GPSTs, 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 employer 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/thirty* days paid annual leave per annum for full time employment. [GPSTs on the third or higher incremental point are entitled to 6 weeks leave, those below the third point are entitled to 5 weeks. This ensures equity between GPSTs and their hospital colleagues and is in line with paragraph 205 of the Hospital Medical and Dental Staff Terms and Conditions of Service 2002].

Reasonable notice must be given of your intention to take leave. 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 employer 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. Payment may 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 [state number of days - not less than 30] days approved study leave will apply. This will include attendance at a structured teaching programme, on full pay and allowances during the period of placement in a training practice and pro rata for shorter periods or part time training. 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 should be made in line with guidance issue by your LETB/deanery and will not be unreasonably refused.
- (b) Attendance on structured teaching programmes 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 employer sick pay scheme contained in clause 3 of the accompanying handbook of terms and conditions of service for GPSTs 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 GPSTs, 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 sickness absence exceeds 14 working days 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 and the RCGP Certification Unit. 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 Directions to Health Education England and Direction to the National Health Service Litigation

Authority (GP Registrars) 2013 (or subsequent) (or equivalent) supplemented by clause 7/8 of the accompanying handbook of terms and conditions of service for GPSTs 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 Trainee 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 should 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 GPST 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 employer as part of your emoluments, such sums as are received by the employer for the GPST'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. If this is not practicable because of a change to the previous training post (e.g. a clinical/educational supervisor is no longer working at the practice) you will be offered any other suitable vacancy. Your rights in this regard are set out in the relevant legislation. 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 GPSTs 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 [with/without] pay may be taken at the discretion of the employers and the deanery where appropriate. 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 practice. 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. **Training assessment**

- (a) You are required to undertake the Membership of the Royal College of GPs MRCGP) assessment and abide by the regulations as laid down by the RCGP.
- (b) You are required to register with:

Royal College of General Practitioners certification unit
as appropriate
[insert address and telephone number of relevant body]

22. **Review of progress**

Time will be set aside with your trainer/educational supervisor on at least every three / four months [dependent on rotation] 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 GPSTs 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 employer 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, employer 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 employment.

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 Disclosure and Barring Service (DBS) 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 employer to terminate your employment by appropriate written notice.

You are further required to report to the employer:

- 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 employer;
- any convictions, cautions or alleged offences with which you are charged (including traffic offences) while you are under contract with the employer;
- 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 GPST) will be respected by 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 Trainee handbook

Signed _____ trainer/educational supervisor

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 Trainee

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

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, e.g. 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 employer will 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. Your employer holds the power to dismiss you. 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.

8. **Training Numbers**

"Gold Guide" procedures will be applied in the event that your training number is to be removed

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 Trainee
(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 Trainee in this training practice and specifies the commitment required by the GPST 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 GPST> for the period of general practice training from <date> to <date>.

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

- (a) Produce an **introductory pack** containing information about the practice and the first two weeks duties to be available before the GPST 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 GPST'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 GPST & 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) (GPST) 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 LETB/Deanery.
- (o) Use an appropriate GP education lead (e.g. 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 Trainee

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 GPST>.

Partner

Practice manager

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

Appendix 5

December 2004
(revised Dec 2007
and February 2014)

GPC

General Practitioners
Committee

COGPED
Committee of General Practice
Education

Specimen: Handbook for

GP Specialty Trainees in general practice

Including notes for those drawing up a handbook

BMA 

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This specimen Handbook has been prepared to assist BMA members. **The information and the views expressed in this publication are for further consideration and should not be acted upon without independent consideration and if necessary, professional advice. The BMA will not accept any responsibility for loss or other adverse consequences occasioned to any person acting or refraining from acting as a result of any material contained in this publication.**

The Handbook and notes for those drawing it up apply to the situation in England and Wales. Similar conditions apply in Scotland and Northern Ireland but there are legislative and organisational differences. Members may obtain additional advice or clarification from First Point of Contact on 0300 123 1233 or by email to inbox.fpc@bma.org.uk . Please quote your **current** membership number. Members in the Channel Islands should contact the South West Centre and those in the Isle of Man, the North West Centre.

This document was drawn up by the BMA's national medical and regional services group together with the General Practitioners' Committee.

Although the specimen Handbook is BMA copyright, permission is granted to members to reproduce relevant sections for the production of an appropriate practice handbook.

Issued by:

British Medical Association ©
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Tavistock Square
London
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This specimen Handbook has been produced to assist trainer/educational supervisors who employ GPSTs and GPST members themselves. It should be issued with the written contract of employment (see Introduction).

It is important to stress that each practice will have its own employment needs and contracts of employment. These must be assessed carefully before finalising the Handbook, taking particular account of any cross-referencing between the Handbook and the relevant contract. References in this handbook to a contract of employment are to the model produced by the BMA.

Please read the notes carefully before drawing up the *Handbook*.

INTRODUCTION

The Handbook

1. This specimen gives an outline of what a handbook designed to underpin the contract of employment might contain but each paragraph must be considered carefully in the light of the circumstances of the practice. The Notes provide additional information for those drawing it up, and should be read in conjunction with the suggested paragraphs as indicated.
2. The Handbook is in two parts. The first part sets out details of rights and benefits referred to in the contract of employment and the conditions attached to them. The second part sets out more general information which should be helpful to the GPST.
3. The Handbook should be issued to the GPST on appointment, with the written contract of employment. A covering letter on practice headed notepaper should welcome the GPST to the practice and stress the importance of the contract and Handbook. An example of such a letter is given below.

Framework for a written contract

4. The Association produces a Framework for a written contract of employment: GPST in general practice, to which this handbook is Appendix 5. The specimen Handbook assumes that the GPST will have a contract based on this Framework. Making a GPST's appointment subject to a Handbook as set out in clause 2 of the Framework will render the Handbook contractually binding, where relevant, on both employer (the trainer/educational supervisor) and employee. The Framework is available from the BMA website or **First Point of Contact** whose staff can assist members with any additional enquiries.

Existing Staff

5. Members preparing a Handbook for the first time to be issued to an existing GPST may need to adapt the specimen to tie in with contracts already in existence.

Suggestions

6. The authors are happy to receive comments or suggestions about the specimen *Handbook* for future editions. These can be made to your local BMA office.

Induction

7. It is good practice to ensure that new members of staff have a planned programme of induction. Time should be set aside for this in the first few days after commencement of duties, if not earlier. This should be arranged to enable them to be introduced to the practice team, particularly those with whom they will need to work closely. It should also aim to provide them with essential information regarding their new duties and surroundings.

8. The induction programme should be viewed as a continuing process through the following few weeks and/or months, in order to iron out any problems or difficulties quickly.

Specimen letter from the trainer/educational supervisor to the GPST

The Handbook should be issued to a new GPST at the same time as his/her contract – see Introduction (paragraph 3). Clearly, if you have prepared a Handbook for the first time to be issued to an existing GPST you will need to adapt this letter.

Dear...

I am glad to welcome you to the practice team.

Your Contract of employment is enclosed, together with our handbook for GP Specialty Trainees in general practice. The Handbook includes information that will assist you during the course of your employment. It should be read with the Contract of employment and forms part of the Contract.

My partners and I recognise that each member of our team plays an important part in providing the best possible service to our patients and this Handbook clarifies the standards we aim to achieve.

Please read both documents carefully before signing and dating your contract and returning it me. If you are concerned about any aspect of the documents please raise the matter with [state designated person] before signing.

[Induction – include reference to the practice’s programme of induction. See Introduction (paragraph 7/8)].

We hope that you will enjoy working with us during this important period of your vocational training.

[signature] to be completed.

[Date]

Note for those drawing up the Handbook:

[] indicates information that the GP Trainer/educational supervisor should complete.

A default suggestion is italicised.

{ } draws attention to the Notes for GP Trainer/educational supervisors at the back of the specimen Handbook. These notes should not be included in the final version issued to the GPST.

SPECIMEN HANDBOOK FOR GP SPECIALTY TRAINEES IN GENERAL PRACTICE

Introduction

Part 1 of this Handbook relates to the agreements set out in your contract of employment. Part 2 sets out some key policies of the Practice with which you are required to comply and also includes some more general information. It is intended to assist you in your day to day work. The information it contains will be reviewed from time to time and any suggested changes should be put to the [named GP Trainer/educational supervisor]* for consideration by the Partners.

If you are unsure about any terms and conditions of service in this Handbook you are advised to seek clarification and further explanation from your GP Trainer/educational supervisor not least because failure to observe them may result in disciplinary action.

Part 1

1 CONTRACT OF EMPLOYMENT

You will have received a contract of employment relating to your particular job enclosing this Handbook. When signed, these together form a legally binding agreement between yourself and your GP Trainer/educational supervisor. Any future changes in the terms and conditions of your employment will be confirmed in writing following agreement.

A timetable of duties is set out as Appendix 1 to your contract of employment. However, although you have been given a designated job title and specific duties, you may be asked to undertake other duties which are reasonably required of you. If this involves you in working extra hours, you will be paid at your current hourly rate.

2 ANNUAL LEAVE AND BANK HOLIDAYS (see note a)

Your entitlement to annual leave is set out in your contract of employment. The leave year runs from [] to [] and during the course of your appointment, you will be entitled to leave pro-rata to the annual amount for each completed month of service. Requests for annual leave should be submitted to [your GP Trainer/educational supervisor] at least six weeks in advance.

You are, in addition, entitled to eight Bank Holidays each year. If you are required to work on a Bank Holiday, you will be entitled to a day off in lieu.

Part-time staff are entitled to the same number of weeks annual leave (although for a smaller number of hours each week) and 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.

You will be entitled to carry-over a maximum of five days annual leave from one leave year to the next. Such carry-over is at the discretion of your GP Trainer/educational supervisor

and you should raise this before the end of the leave year.

3 **SICK LEAVE** (see note b)

3.1 **Notification of absence**

If you are unable to work because of illness or injury, you must notify [*your GP Trainer/educational supervisor*] or the Practice Manager at the earliest practical opportunity. If your absence continues up to seven days, you will be required to submit a self-certificate to the Practice Manager. Absence beyond seven days must be covered by a certificate signed by another medical practitioner.

3.2 **Payments during sickness**

- a In this paragraph, a month means a calendar month and a year means a calendar year.
- b Payments during sickness are made on the basis of:
- Number of years of (continuous) service with the NHS; and
 - Number of months of sickness leave

in accordance with the table below

Years of service	
1 st year	1 month full pay and (after completing 4 months service), 2 months half pay
2 nd year	2 months full pay and 2 months half pay
3 rd year	4 months full pay and 4 months half pay
4 th year	5 months full pay and 5 months half pay
5 th year	5 months full pay and 5 months half pay
6 th year +	6 months full pay and 6 months half pay

- c Payments will be abated by the amount of any Statutory Sick Pay or injury benefit which is payable.
- d Where sickness absence totals more than two weeks, you may be required to extend your training up to the equivalent period to allow completion of 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.
- e The sick leave provisions in this paragraph shall apply from the date of commencement of this contract and shall cease to apply on the termination of the contract for any reason; provided that, where you are in receipt of sick leave payments at the time of the termination of the contract, those payments shall be paid during your sickness, up to the limit of your maximum entitlement to payments, pursuant to the provisions in the table in sub-paragraph b.

- f The rate of allowance and the period for which it is to be paid shall be ascertained by deducting from the period of benefit (under sub-paragraph b above) any days of paid sick leave during the twelve months immediately preceding the first day of absence. No reduction shall be made in respect of any absence resulting from any crime of violence connected to the GPST's employment or profession.

3.3 **Statutory Sick Pay**

If you are sick you may also be entitled to Statutory Sick Pay (SSP) for up to twenty-eight weeks absence in any spell or series of linked spells of sickness. Spells separated by a period of eight weeks or less count as one. SSP will be supplemented so that during sickness you receive payment in accordance with the Practice sick pay scheme and when the time limits in the Practice scheme are exhausted, you will receive SSP only.

- 3.4 With prior approval of the [GP Trainer/educational supervisor] you will be allowed reasonable paid time off to attend medical or dental appointments. Where necessary duties must be rearranged to provide adequate cover.

- 3.5 Sick pay is not a substitute for other leave to which you might be entitled (e.g. dependent leave) unless you personally are ill and unable to work for that reason. SSP and contractual sick pay are not payable for compassionate or other forms of leave.

The Practice has a sickness absence management policy, which applies to all staff. You are required to abide by the notification of absence provisions (see above). You are also, when required by the Practice, obliged to attend Occupational Health or another nominated doctor in the event of sickness absence so that the Practice may obtain advice about your health situation.

3.6 **Disabilities**

If you believe you have a disability, you should inform [your GP Trainer/educational supervisor] and the Practice will discuss this with you in confidence. In the event that adjustments need to be considered to your working arrangements, we will strive to meet these if reasonably practicable and request that you ensure the Practice is kept up to date with your specific needs as time goes on. This forms part of the Practice's Equal Opportunities Policy and we are also legally obliged to abide by the provisions of the Disability Discrimination Act (DDA) 1995.

4 **DEPENDENT LEAVE** (see note c)

4.1 **Policy**

The Practice policy is to apply the statutory provisions relating to dependent leave. This means that employees may take a reasonable amount of time off work to deal with certain unexpected or sudden emergencies and to make any necessary longer term arrangements. Such leave will be without pay.

4.2 The circumstances under which time off can be taken under this right include:

- ❖ If a dependent falls ill, or has been injured or assaulted
- ❖ When a dependent is having a baby
- ❖ To make longer term care arrangements for a dependent who is ill or injured
- ❖ To deal with a death of a dependent
- ❖ To deal with an unexpected disruption or breakdown of care arrangements for a dependent
- ❖ To deal with an unexpected incident involving the employee's child during school hours

The emergency must involve one of the employee's dependants. A dependent is the husband, wife, child or parent of the employee. It also includes someone who lives in the same household as you. For example, this could be a partner or an elderly aunt or grandparent who lives in the household. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, such as a live-in housekeeper.

In cases of illness or injury, or where care arrangements break down, a dependent may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or the only person who can help in an emergency, whether the employee lives with the person or not.

Employees are entitled to this right from day one of starting their job.

The right enables an employee to take action that is necessary to deal with an unexpected or sudden problem concerning a dependent and make any necessary longer term arrangements.

An employee is entitled to take a reasonable amount of time off.

The amount of time off that is reasonable will vary according to the circumstances of the emergency. For most cases, one or two days should be sufficient to deal with the problem. For example, if a child falls ill with chickenpox, the leave should be enough to help the employee cope with the crisis – to deal with the immediate care of the child, visiting the doctor if necessary, and to make longer term care arrangements. The employee is not entitled to take two weeks leave to look after a sick child. In the event of a dispute, you should seek to resolve the matter through the normal grievance procedures. No limit on the number of times an employee can be absent from work under this right has been set.

4.3 **Notification**

You must tell [*the GP Trainer/educational supervisor*] as soon as practicable, the reason for the absence and how long you expect to be away from work. There may

be exceptional circumstances where you return to work before it was possible to contact the employer, but you should still tell the Practice the reason for the absence on returning.

It is not necessary to give notice in writing.

5 **PARENTAL LEAVE** (see note c)

5.1 **Policy**

Parental leave is a right for parents to take time off work to look after a child or make arrangements for the child's welfare. Parents can use it to spend more time with children and strike a better balance between their work and family commitments. The Practice policy is to apply the statutory provisions for parental leave.

5.2 **Eligibility**

Parental leave is available to employees who have, or expect to have, parental responsibility for a child. To be eligible, employees generally have to have one year's continuous service with their current employer. However, special rules apply for parents of children born, or placed for adoption, before 14 December 1999. They will be eligible for parental leave from their current employer if they completed one year's continuous service with another employer between 15 December 1998 and 9 January 2002.

5.3 **Entitlement**

Employees get thirteen weeks in total for each child. Parents of disabled children get eighteen weeks in total. For the purposes of parental leave a "disabled child" is one for whom an award of Disability Living Allowance has been made.

An employee can take leave in blocks of one week or more (for example, in two-week or three-week blocks), up to a maximum of four weeks in a year for each child, unless the Practice agrees to vary this at their discretion. Parents whose child is entitled to Disability Living Allowance can take the leave in days or periods shorter than a week.

5.4 **Notification**

An employee needs to give at least twenty-one days notice to his or her employer, giving the dates when the leave is to start and finish. The notice does not have to be in writing.

5.5 If the Practice considers that an employee's absence would unduly disrupt the business, then the Practice can postpone the leave for no longer than six months after the beginning of the period that the employee originally wanted to start his or her parental leave. The Practice will discuss the postponement with the employee and give notice of the postponement in writing no later than seven days after the employee's notice to take leave was given to him. Notice from the Practice should state the reason for the postponement and set out the new dates of parental leave.

The length of the leave should be equivalent to that in the employee's original request. Leave may only be postponed where the Practice considers that the business would be unduly disrupted if the employee took leave at the time he or she has chosen. The Practice may be justified in postponing leave when, for example, the work is at a seasonal peak; where a significant proportion of the workforce applies for parental leave at the same time; or when the employee's role is such that his or her absence at a particular time would unduly harm the business.

In the case of GPSTs such circumstances are unlikely. However, the Practice will wish to discuss the impact of any such absence on the training if it is felt that this would be detrimental to the traineeship e.g. proximity to summative, or equivalent, assessment, etc. Approval for such leave will not be unreasonably withheld.

You may be required to extend your training period to complete your training. The decision, in regard to the length of further training required, will be made by the Director of Postgraduate GP Education after consultation with your trainer/educational supervisor.

When an employee applies to take parental leave immediately after the birth or adoption of a child, then the employer cannot postpone the leave. The employee needs to give twenty-one days notice before the beginning of the expected week of childbirth (expectant mothers will be able to provide this information to their partners). In the case of adoption, the employee needs to give twenty-one days notice of the expected week of placement. In rare cases where this is not possible, an adoptive parent should give the notice as soon as is reasonably practicable. Provided that the employee has given the notice set out above, parental leave will start on the day on which the child is born, regardless of whether the child is born early or late, or placed for adoption. Women who have given birth are entitled to maternity leave after the birth of their child, so whether they are able to take parental leave immediately after maternity leave would be subject to the normal arrangements for postponement and would depend on whether their absence would unduly disrupt the business.

- 5.6 The Practice is free to request records from a previous employer, even though the previous employer is not required to have kept them or supply them. For parents of children born or adopted between 15 December 1994 and 14 December 1999, employers are free to request evidence of an employee's previous service from an employer, where the period of service with that employer is being counted as qualifying service when determining the employee's eligibility for parental leave.

6 **ADOPTION LEAVE** (see also paternity leave below in relation to adoption) (*see note c*)

6.1 **Policy**

The Practice policy is to apply the statutory provisions for adoption leave. Full details are available from the Practice Manager but the main elements are as follows.

6.2 **Eligibility**

To qualify for adoption leave, an employee must:

- ❖ Be *newly matched with a child for adoption by an adoption agency.
- ❖ Have worked continuously for the Practice for twenty-six weeks ending with the week in which they are notified of being matched with a child for adoption.

* Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's children.

Adopters are entitled to up to twenty-six weeks ordinary adoption leave followed immediately by up to twenty-six weeks additional adoption leave – a total of up to fifty-two weeks leave.

- ❖ Ordinary adoption leave is normally paid (see 6.3 below)
- ❖ Additional adoption leave is unpaid.

Employees can choose to start their leave:

- ❖ From the date of the child's placement (whether this is earlier or later than expected), or
- ❖ From a fixed date which can be up to fourteen days before the expected date of placement.

Leave can start on any day of the week

Only one period of leave is available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

If the child's placement ends during the adoption leave period, the adopter can continue adoption leave for up to eight weeks after the end of the placement.

6.3 **Statutory Adoption Pay**

During their adoption leave, most adopters are entitled to Statutory Adoption Pay (SAP) from their employers. Statutory Adoption Pay is paid by employers for up to twenty-six weeks. The rate of Statutory Adoption Pay is the same as the standard rate of Statutory Maternity Pay.

Adopters who have average weekly earnings below the Lower Earnings Limit for National Insurance contributions do not qualify for Statutory Adoption Pay. They should contact their adoption agency as they may be able to receive financial support in relation to their adoption payment. Additional financial support may be available through Housing Benefit, Council Tax Benefit or Tax Credits. Further information is available from your local Job Centre Plus office of Social Security office.

6.4 **Notice of Intention to Take Adoption Leave**

Adopters are required to inform their employers of their intention to take adoption leave within seven days of being notified by their adoption agency that they have been matched with a child for adoption, unless this is not reasonably practicable. They need to tell their employers:

- ❖ When a child is expected to be placed with them and
- ❖ When they want their adoption leave to start.

Adopters can change their mind about the date on which they want their leave to start providing they tell their employer at least twenty-eight days in advance (unless this is not reasonably practicable). They must tell their employer the date they expect any payment of Statutory Adoption Pay to start at least twenty-eight days in advance, unless this is not reasonably practicable.

The Practice has twenty-eight days in which to respond to their employee's notification of their leave plans. An employer must write to the employee, setting out the date on which they expect the employee to return to work if the full entitlement to adoption leave is taken.

6.5 **Matching Certificate**

Employees must give their employer documentary evidence – from their adoption agency – as evidence of their entitlement to Statutory Adoption Pay. The Practice can also ask for this as evidence of entitlement for adoption leave. Employees should ask their adoption agency for this documentary evidence, which may be provided in the form of a matching certificate, which includes basic information on matching, and expected placement dates.

6.6 **Contractual Benefits**

Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary throughout their twenty-six weeks ordinary adoption leave period. However, most adopters are entitled to Statutory Adoption Pay during this period.

During additional adoption leave, the employment contract continues and some contractual benefits and obligations remain in force, for example compensation in the event of redundancy and notice periods.

6.7 **Return to Work after Adoption Leave**

Adopters who intend to return to work at the end of their full adoption leave entitlement do not have to give any further notification to their employers.

Adopters who want to return to work before the end of their adoption leave period must give their employers twenty-eight days notice of the date they intend to return.

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.

6.8 Protection from Detriment and Dismissal

Employees are protected from suffering detriment or unfair dismissal for reasons related to taking, or seeking to take, adoption leave. Employees who believe they have been treated unfairly can complain to an Employment Tribunal.

7 MATERNITY LEAVE POLICY (see notes d and k)

7.1 Introduction

GPSTs are entitled to maternity leave and pay in accordance with the Schedules to Directions to Health Education England and Direction to the National Health Service Litigation Authority (GP Registrars) 2013 (or subsequent) (or equivalent) as amended and the statutory entitlements contained in the Employment Act 2002, Employment Rights Act 1996 and associated regulations. The provisions are similar to those contained within the Hospital Medical and Dental Terms and Conditions of Service. The full provisions can be seen in the Practice Manager's office but the main principles are as follows:

7.2 Maternity Leave Eligibility – Conditions

All employed GPSTs who give birth are entitled to take up to fifty-two weeks' maternity leave made up of 26 weeks' ordinary maternity leave ("OML") and up to 26 weeks' additional maternity leave ("AML") immediately following OML.

Maternity leave will commence upon the earlier of:

- 7.2.1** The date notified to the employer as the date upon which the GPST intends to commence her maternity leave (or, if varied in accordance with paragraph 7.5.4 below, the last date notified to the employer, which must be on or after the beginning of the eleventh week before the expected week of childbirth; or
- 7.2.2** The day which follows the first day upon which the GP Trainee is absent from work wholly or partly due to her pregnancy (or childbirth) after the beginning of the fourth week before the expected week of childbirth; or
- 7.2.3** The day which follows the birth of a GPST's child.

Maternity leave will continue until the end of fifty-two weeks after the beginning of her maternity leave. She may return to work before the end of her full maternity leave entitlement provided that she complies with the notification requirements at paragraph 7.9.2 below. Please note however that a GPST will not be permitted in any circumstances to work during the 2 weeks immediately following the birth of her child.

7.3 Maternity Pay and Benefits

GPSTs are entitled to benefit from all of their terms and conditions of employment throughout their OML and AML periods (subject to the relevant rules from time to time in force), except for wages or salary. Wages or salary includes cash benefits and some non-cash benefits which are provided for Practice use only. For further details about specific benefits, please contact the Practice Manager.

The employer's maternity pay scheme follows the current statutory rates for Statutory Maternity Pay ("SMP"), if payable, but the employer will also grant GPSTs Occupational Maternity Pay, above the normal SMP rates, if they satisfy all of the additional eligibility criteria as set out at paragraph 7.4 below and the notification requirements at paragraph 7.5 below.

Those GPSTs who do not meet the eligibility criteria at 7.4 should be entitled to receive Statutory Maternity Pay for 39 consecutive weeks if they fulfil the notification requirements at paragraph 7.5 below and all of the following conditions:

- 7.3.1** Have 26 weeks' continuous employment with the GP Trainer/educational supervisor by the beginning of the fourteenth week before the expected week of childbirth;
- 7.3.2** Have qualifying average weekly earnings;
- 7.3.3** Are still pregnant 11 weeks before the expected week of childbirth or have already given birth;
- 7.3.4** Have given the employer at least 28 days' notice, or if not reasonably practicable, as soon as is reasonably practicable, notice of the date she intends SMP to start; and
- 7.3.5** Have supplied evidence to the employer confirming the date of the expected week of childbirth (usually from a doctor or midwife in the form of a MATB1).

The rate of SMP is subject to an annual review by the Government – please contact the Practice Manager to find out current rates of SMP.

GPSTs that do not qualify for SMP may be entitled to Maternity Allowance. via Jobcentre Plus.

7.4 Occupational Maternity Pay Eligibility Requirements - Conditions

- 7.4.1** To be eligible to receive Occupational Maternity Pay the GPST must have complied with paragraphs 7.4.2, 7.4.3 and 7.4.4 below.

- 7.4.2** The GPST must have completed at least twelve months continuous service which may be with one or more employing authority or local authority or as a GPST in General Practice immediately before the beginning of the eleventh week before the expected week of childbirth. In this paragraph, “employing authority” means a Health Authority, a Primary Care Organisation, a Strategic Health Authority or an NHS Trust. A break in service will not be considered as breaking the twelve months continuous service and may for this purpose be disregarded if it is:
- 7.4.2.1** Three calendar months or less between termination of employment with one Strategic Health Authority and resumption with another,
 - 7.4.2.2** Three calendar months or less between GPST posts,
 - 7.4.2.3** 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 1977) or
 - 7.4.2.4** 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, and
- 7.4.3** The GPST must continue to be employed until immediately before the beginning of the eleventh week before the expected week of childbirth.
- 7.4.4** The GPST must notify her GP Trainer/educational supervisor, in writing, of her intention to resume the traineeship with the same or another GP Trainer/educational supervisor after her childbirth; and this notification should be made not later than 21 days before the maternity leave commencement date or, if this is not possible, as soon as is reasonably practicable.
- 7.4.5** If in addition to the notification requirements at paragraph 7.5 below 7.4.2, 7.4.3 and 7.4.4 above are satisfied then payments during maternity leave will be on the following basis:
- 7.4.5.1** If the GPST intends to return to the GP training scheme or the NHS she is entitled to
 - 7.4.5.1.1** Full pay for the first eight weeks of absence less Statutory Maternity Pay or Statutory Maternity Allowance.
 - 7.4.5.1.2** 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
 - 7.4.5.1.3** The statutory pay provisions provide for further payments from the twenty-sixth to thirty-ninth week of maternity leave based on the Statutory Maternity Pay limit.

7.4.5.2 In the case of a part-time GPST “full pay” means the amount earned by the GPST for the hours she normally works.

7.4.6 Where a GPST qualifies for maternity leave but does not intend to resume her traineeship with the same or another GP Trainer/educational supervisor, the payments will be the equivalent of six weeks pay at nine-tenths full pay, less any SMP or SMA of which the GPST is entitled to and then Statutory Maternity Pay or Statutory Maternity Allowance alone for the remaining thirty-three weeks of paid leave. Further conditions may apply, please consult your employer for more details.

7.4.7 For details of how ‘full pay’ shall be calculated speak to your GP Trainer/educational supervisor.

7.4.8 In order that the Practice might continue to receive payments of the GPST’s allowance during any maternity leave taken, the GP Trainer/educational supervisor and the GPST may be required to confirm that the arrangements made have been in accordance with these conditions and therefore it is important that all the necessary information and documentation is provided in good time and in line with the above provisions..

7.5 Notification Requirements

7.5.1 The GPST must:

7.5.1.1 Notify the employer, in writing, of the fact that she is pregnant, her expected week of childbirth, her intention to take maternity leave and the date she intends to commence maternity leave; She must notify her employer by the end of the fifteenth week before the expected week of childbirth or, if that is not possible, as soon as is reasonably practicable thereafter,

7.5.1.2 Submit to the GP Trainer/educational supervisor a statement from a registered medical practitioner, or a certified midwife, indicating the expected date of childbirth (Form MATB1) 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

7.5.1.3 Confirm the date she wants her Statutory Maternity Leave to start. This should be done as soon as possible; and

7.5.1.4 Provide written confirmation of the actual date of childbirth once it has taken place

7.5.2 The GP Trainer/educational supervisor will send a written request not earlier than 49 days from the date on which he or she was notified as the beginning of the

expected week of childbirth or the date of childbirth to the GPST asking her to confirm in writing that she intends to resume her traineeship and the GPST should give the written confirmation asked for within fourteen days of receiving the request, or if that is not reasonably practicable, as soon after as is reasonably practicable.

- 7.5.3** Within 28 days of receiving the written notification at 7.5.1.1 or 7.6 or 7.7 below or, if the GPST has varied the start of her maternity leave in accordance with 7.5.4 below, within 28 days of the start of the GPST's maternity leave, the GP Trainer/educational supervisor will write to the GPST to confirm her expected return date assuming she takes her full maternity leave.

7.6 Absence

If the GPST is absent from work wholly or partly by reason of pregnancy after the beginning of the 4th week before the expected week of childbirth, she must give written notice of this and of the date on which this absence began to the employer as soon as is reasonably practicable. The GPST's maternity leave will start on the day after this absence started.

Absence prior to the last four weeks before the expected week of childbirth, supported by a medical statement of incapacity for work, or a self-certificate, shall be treated as sick leave in accordance with normal sick leave provisions.

7.7 Premature Birth

If the GPST's baby is born before she starts her maternity leave, she must give written notice of this and of the date of the birth to the GP Trainer/educational supervisor as soon as is reasonably practicable. The GPST's maternity leave will start on the day following the date of the birth.

A GPST whose childbirth has occurred prior to the eleventh week before the expected week of childbirth may, with the agreement of her GP Trainer/educational supervisor, spread her maternity leave entitlement, taking a minimum period of two weeks' leave immediately after childbirth and then returning to work to continue her leave following the child's discharge from hospital. GPSTs should consult their employer to discuss how their entitlement to SMP and maternity leave may be affected by this arrangement.

7.8 Annual Leave

During maternity leave annual leave will accrue at the rate provided under the GPST's contract. If the holiday year is due to end during the GPST's maternity leave, she should ensure that she has taken the full year's entitlement before starting her maternity leave, with the exception of up to 5 days which can be carried over to the next leave year with the prior agreement of her GP Trainer/educational supervisor. This is at the GP Trainer/educational supervisor's discretion.

7.9 Return to work

The GPST should inform her GP Trainer of the date she proposes to return, in writing, at least 21 days before that date;

- 7.9.2** If the GPST wishes to return to work before her expected return date, she should inform her GP Trainer/educational supervisor of the date she proposes to return, in writing, at least 21 days before the date on which she intends to return. Even if the GPST intends to return on completion of her full maternity leave entitlement, it would be helpful if she could confirm the date she intends to return as early as possible.
- 7.9.3** If the GPST attempts to return to work earlier than the end of her full maternity leave entitlement without giving eight weeks' notice of her return, the GP Trainer/educational supervisor can postpone the GPST's return to a date that will ensure the Practice will have eight weeks' notice of her return ("the Postponed Date"). However, this date will not be a date after the end of the GPST's full maternity leave entitlement.
- 7.9.4** If the GPST does not intend to return to work, or is unsure, it is helpful if she discusses this with the GP Trainer/educational supervisor as early as possible. If she decides not to return, she should give notice of resignation in accordance with her contract. The amount of maternity leave left to run when she gives notice must be at least equal to her contractual notice period; otherwise the Practice may require her to return to work for the remainder of the notice period. Once she has given notice that she will not be returning to work, she cannot change her mind without the GP Trainer/educational supervisor's agreement. If the GPST does not return to work, any maternity pay received will have to be returned, excluding SMP which the GPST is entitled to regardless of intention to return to work.
- 7.9.5** If the GP Trainer/educational supervisor has reasonable doubts whether the GPST is medically fit to return to duty after childbirth, her return should be delayed until the GPST produces a doctors' statement of fitness for duty.

7.10 Keeping in Touch

- 7.10.1** Shortly before the GPST's maternity leave is due to start, her GP Trainer/educational supervisor may discuss the arrangements for covering the GPST's work and the opportunities to remain in contact, should she wish to do so, during her maternity leave.
- 7.10.2** The GP Trainer/educational supervisor may make reasonable contact with the GPST from time to time during her maternity leave.
- 7.10.3** The GPST may work (including attending training) for up to 10 days during maternity leave without bringing her maternity leave or Statutory Maternity Pay to an end. The arrangements, including pay, would be set by agreement. The GPST is not obliged to undertake any such work during maternity leave and the Practice are

not obliged to provide it. In any case, the GPST must not work in the 2 weeks following the birth.

7.11 Extension of Traineeship During Maternity Leave

Where a GPST's contract is due to expire after the eleventh week before the expected childbirth, her contract will be extended for any period up to 52 weeks to allow her to receive the full twenty-six weeks of Occupational Maternity Pay, if payable. She will also be entitled to receive the remaining thirteen weeks of Statutory Maternity Pay thereafter, if payable.

The GPST will also be required to extend her 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 her GP Trainer/educational supervisor.

7.12 Time Off for Ante-Natal Care

A GPST will be entitled to reasonable time off work to receive ante-natal care provided that she has an appointment at an ante-natal clinic on the advice of a doctor, a midwife, or a health visitor and if requested by the Practice or GP Trainer/educational supervisor she must be able to produce an appointment card (except for the first appointment).

The GPST should try to give the Practice or GP Trainer/educational supervisor as much notice as possible of the appointment.

7.13 Incremental Dates

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

7.14 Health and Safety

Certain statutory regulations may prevent a GPST from carrying out her duties whilst she is pregnant, if she has recently given birth or is breast-feeding. A GPST may therefore: be asked to change her working conditions or hours of work; be offered suitable alternative work on terms and conditions that are the same or not substantially less favourable; or be suspended on full pay at any time either during her pregnancy or on her return to work, where there is no suitable alternative work. If there is suitable alternative work, which the GPST unreasonably refuses, she will not be paid.

If a GPST has any concerns about her own health and safety at any time, she should speak to her GP Trainer/educational supervisor immediately.

7.15 Statutory Rights

Nothing in these arrangements for maternity leave shall be interpreted as qualifying a GPST's statutory maternity rights. GPSTs may wish to refer to the DWP web pages linked

below which provide specific details of statutory entitlements.

www.dwp.gov.uk/publications/specialist-guides/technical-guidance/ni17a-a-guide-to-maternity

7.16 Ancillary Rights

Please be aware that a GPST's spouse, civil partner or partner may be entitled to benefit from paternity leave. This may affect how the GPST decides to exercise her rights under this Policy.

8 PATERNITY LEAVE (including that relating to adoption) (see note c)

8.1 Policy

The Practice policy is to apply the statutory provisions for paternity leave. Full details are available from the Practice Manager but the main elements are as follows.

8.2 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases, paternity leave will not be available to an employee who has decided to take adoption leave.

8.3 Ordinary Paternity Leave

In order to qualify for Ordinary Paternity Leave, employees must comply with all of the following conditions:

8.3.1 Have been continuously employed by the Practice for at least twenty-six weeks ending with the week immediately before the 14th week before the expected week of the baby's birth or the week in which the adopter is notified of having been matched with a child;

8.3.2 Be the biological father of the child or the mother's husband, civil partner or partner or be the adopter's spouse, civil partner or partner.-
(i.e. you live with the mother/adopter in an enduring family relationship)

8.3.3 Have or expect to have, if you are the child's biological father, responsibility for the upbringing of the child, or, if not the child's biological father, main responsibility (with the child's mother or adopter) for the child's upbringing; and

8.3.4 Be taking leave for the purpose of caring for a child or supporting a child's mother or adopter.

Employers can ask their employees to provide a signed declaration as evidence that they meet these eligibility conditions.

8.4 Length of Ordinary Paternity Leave

Eligible employees can choose to take either one week or two consecutive weeks' Ordinary Paternity Leave (not odd days or instalments).

In the case of a child's birth, Ordinary Paternity Leave can start on any day of the week, but must be completed within 56 days of the actual birth (or, if the child is premature, within 56 days from the first day of the expected week of childbirth). Employees can choose to start their leave either:

- 8.4.1 From the date of the child's birth (whether this is earlier or later than expected), or
- 8.4.2 From a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or
- 8.4.3 From a predetermined date later than the first day of the week in which the baby is expected to be born.

Only one period of Ordinary Paternity Leave and/or Additional Paternity Leave ("APL") is available to employees irrespective of whether more than one child is born as the result of the same pregnancy.

In the case of adoption, Ordinary Paternity Leave can start on any day of the week on or following the date the child is placed with the adopter, but must be completed within 56 days of the child's placement. Employees can choose to start their leave:

- 8.4.4 From the date of the child's placement (whether this is earlier or later than expected), or
- 8.4.5 From a chosen number of days or weeks after the date of the child's placement (whether this is earlier or later than expected), or
- 8.4.6 From a predetermined date which is later than the date on which the child is expected to be placed with the adopter.

Only one period of Ordinary Paternity Leave and/or APL is available to employees irrespective of whether more than one child is placed as part of the same arrangement

8.5 **Additional Paternity Leave**

If your baby's expected week of birth begins, or you are notified of having been matched for adoption, you are entitled to APL if, in addition to the conditions at 8.3.1 to 8.3.4 above:

- 8.5.1 You remain employed by the Practice until the week before the first week of your APL;

- 8.5.2 The child's mother or the co-adopter has been entitled to:

- 8.5.2.1 In birth cases, maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy; or

- 8.5.2.2 In adoption cases, one or both of adoption leave or statutory adoption pay in respect of the child's adoption and you have been matched with the child for adoption; and
- 8.5.3 The child's mother or your co-adopter has, or is treated as having, returned to work.

8.6 Length of Additional Paternity Leave

APL must be taken in a single block of complete weeks. The minimum amount of APL that can be taken is 2 weeks and the maximum is 26 weeks. APL must be taken in the period beginning 20 weeks after the child's date of birth, or the date the adoption was finalised, and ending 12 months after the date of birth or the date of adoption placement.

8.7 Paternity Pay

If an employee has 12 months' continuous service, following the same definition of continuous service as applies to maternity leave, they will qualify for two weeks full allowance less any statutory paternity pay receivable.

8.8 Statutory Paternity Pay

Where an employee does not have 12 months continuous service, but meets the qualifying criteria for Ordinary Paternity Leave set out above, they will be entitled to receive up to two weeks Ordinary Statutory Paternity Pay (OSPP), if they meet the statutory eligibility criteria.

OSPP is paid by employers for either one or two consecutive weeks as the employee has chosen. The rate of OSPP is the same as the standard rate of Statutory Maternity Pay. Employees who have average weekly earnings below the Lower Earnings Limit for National Insurance purposes do not qualify for OSPP. Employees who do not qualify for OSPP, or who are normally low paid, may be able to get Income Support while on paternity leave. Additional financial support may be available through Housing Benefit, Council Tax Benefit, Tax Credits or a Sure Start Maternity Grant.

Employees must tell their employer the date they expect any payment of OSPP to start at least 28 days in advance, unless this is not reasonably practicable.

If you take APL in accordance with this policy, you may be entitled to Additional Statutory Paternity Pay (ASPP). Whether you are and, if so, for how long you may be entitled to ASPP will depend on:

- 8.8.1 Your average earnings (during the 8 week period ending before the 14th week before the expected week of childbirth) being at or above the Lower Earnings Limit set by the Government; and
- 8.8.2 The Child's mother, or your co-adopter, having returned to work without having taken at least 2 weeks of their statutory maternity allowance, maternity pay or statutory adoption pay. Your entitlement to ASPP will equate to the number of weeks of unexpired

maternity allowance, statutory maternity pay or statutory adoption pay that remained when the child's mother or your co-adopter returned to work.

The amount of ASPP paid will be based on statutory rates currently in force which may be the lesser of the current flat weekly rate set by the Government each year or 90% of your average weekly earnings during the 8 week period ending before the 14th week before the expected week of childbirth.

8.9 Notice of Intention to Take Ordinary Paternity Leave

In the case of a child's birth, employees must inform their employer of their intention to take Ordinary Paternity Leave in or before the fifteenth week before the expected week of the baby's birth or, if this is not possible, then as soon as is reasonably practicable. They must tell their employer in writing;

8.9.1 The week the baby is due;

8.9.2 Whether they wish to take one or two consecutive week's leave; and

8.9.3 When they want their leave to start.

In the case of adoption, employees must inform their employer of their intention to take Ordinary Paternity Leave within seven days of the adopter being notified by their adoption agency that they have been matched with a child or, if this is not possible, then as soon as is reasonably practicable. They must tell their employer in writing:

8.9.4 The date on which the adopter was notified of having been matched with the child;

8.9.5 When the child is expected to be placed;

8.9.6 Whether they wish to take one or two consecutive weeks' leave; and

8.9.7 When they want their leave to start.

Employees can change their mind about the date on which they want their Ordinary Paternity Leave to start, providing they give written notice to their employer at least twenty-eight days in advance (or, if this is not possible, then as soon as is reasonably practicable.)

Employees must also give a further notice as soon as reasonably practicable after the child's birth, or placement for adoption, of the date of birth or placement.

8.10 Notice of Intention to Take Additional Paternity Leave

If you intend to take APL in relation to the birth of a baby, you must provide your employer with the following at least 8 weeks before the date on which you would like the APL to start;

8.10.1 A written "leave notice" stating;

8.10.1.1 The expected week of childbirth;

8.10.1.2 The approximate dates on which you would like you APL to start and finish;

8.10.2 A signed "employee declaration" confirming that;

8.10.2.1 The purpose of the period of leave will be to care for the child

8.10.2.2 You are either the child's father or that you are the child's mother's spouse, civil partner or partner; and

8.10.2.3 Apart from the child's mother, you have or you expect to have the main responsibility for the upbringing of the child; and

8.10.3 A written "mother's declaration" from the child's mother stating:

8.10.3.1 Her name, address, and National Insurance number

8.10.3.2 The date she intend to return to work;

8.10.3.3 You are either the child's father or that you are the child's mother's spouse, civil partner or partner;

8.10.3.4 That to her knowledge you are the only person exercising the entitlement to APL in respect of the child; and

8.10.3.5 That she consents to the employer processing the information she has provided.

Your employer will write to you to confirm the start and finish dates of your APL within 28 days of receiving this leave notice. The employer may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer, or if she is self-employed, her business address.

If you intend to take APL following a child's adoption, you must provide your employer with the following at least 8 weeks before the date on which you would like your APL to start;

8.10.4 A written "leave notice" stating;

8.10.4.1 The date on which you were notified that you have been matched with the child;

8.10.4.2 The expected date on which the child is to be placed with you; and

8.10.4.3 The approximate dates on which you would like your APL to start and finish;

8.10.5 A signed “employee declaration” confirming that:

8.10.5.1 The purpose of the period of leave will be to care for the child;

8.10.5.2 You are either the spouse, partner, or civil partner of the child’s co-adopter; and

8.10.5.3 You have been matched with the child for adoption: and

8.10.6 A written “adopter declaration” from the child’s co-adopter stating:

8.10.6.1 Their name, address, and National Insurance number;

8.10.6.2 The date they intend to return to work;

8.10.6.3 That you are their spouse, partner or civil partner; and

8.10.6.4 That they consent to the employer processing the information they have provided.

Your employer will write to you to confirm the start and finish dates of your APL within 28 days of receiving this leave notice. The employer may require you to provide the name and address of the co-adopter’s employer (or if he/she is self-employed, his/her business address) and documentary evidence issued by the adoption agency which confirms the name and address of the agency and the date on which you were notified that you had been matched with the child and the date on which the agency expected to place the child with you.

In the case of birth of adoption, employees can change their mind about the date on which they want their APL to start, providing they give written notice to their employer at least 6 weeks in advance of the original start date, at least 6 weeks before the new date. In any case, if this is not possible, as soon as is reasonably practicable and, in these circumstances, if the employer is entitled to require you to take a period of APL of up to 6 weeks starting on either the original date or the revised date.

8.11 **Self-Certificate**

Employees must give their employer a completed self-certificate as evidence of their entitlement to OSPP and ASPP. The self-certificate must include a declaration that the employee meets certain eligibility conditions and provide the information specified above as part of the notice requirements. Employers will not be expected to carry out any further checks.

8.12 **Contractual Benefits**

Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary, throughout their Ordinary Paternity Leave and APL. However, most employees will be entitled to OSSP for Ordinary Paternity Leave and may be entitled to ASPP for some of the APL period.

During Ordinary Paternity Leave and APL employees' annual leave will accrue at the rate provided for under their contract.

8.13 Keeping in Touch During Additional Paternity Leave

Your employer may make reasonable contact with you from time to time during your APL.

You may work (including attending training) for up to ten days during APL without bringing your Ordinary Paternity Leave or APL to an end.

8.14 Return to Work after Paternity Leave

Employees are normally entitled to return to the same job following Ordinary Paternity Leave or APL, However, if you have combined your Ordinary Paternity Leave or APL with a period of additional maternity leave, additional adoption leave or parental leave of more than 4 weeks, and it is not reasonably practicable for you to return to the same job, the employer will endeavour to offer you a suitable and appropriate alternative position.

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.

If you wish to return early from APL, you must give the employer at least 6 weeks' prior notice. You must return to work at the end of your paternity leave. If you cannot because you are ill then you should follow the normal procedure for sickness absence.

8.15 Protection from Detriment and Dismissal

Employees are protected from suffering unfair treatment or dismissal for taking, or seeking to take, Ordinary Paternity Leave or APL. Employees who believe they have been treated unfairly can complain to an Employment Tribunal.

9 TIME OFF FOR OTHER PURPOSES

You are entitled to reasonable time off work [with/without pay] for certain public duties including attendance at meetings of local authorities, health authorities and school governing bodies. Full details are available from the Practice Manager and at the discretion of your employer to whom requests should be made.

Leave for any other purpose may, exceptionally, be granted at the discretion of your employer and normally only where your entitlements to other leave have been exhausted.

10 TRAINING AND STUDY LEAVE

Details of your study leave provisions are noted in paragraph 20.3 of the accompanying contract of employment.

If study leave is granted, you will be paid as normal. Responsibility for any course fees, travelling and subsistence expenses will be determined by the LETB/Deanery or equivalent body on each occasion study leave is requested. The LETB/Deanery or equivalent body will not, however, accept responsibility for examination fees.

Requests for study leave and reimbursement of associated expenses (if any) should be made to your employer.

All such training and study leave is undertaken at your employer's discretion (although this may be in discussion with your Vocational Scheme Course Organiser), unless undertaken in your own time and at your own expense.

All staff will be required to participate in relevant training programmes organised within the Practice. Where these are held outside your normally contracted hours, you will be paid at your normal rate or given time off in lieu.

11 **MOTOR CARS AND EXPENSES** *(see note e)*

Your contract requires you to provide a suitable motor vehicle for use in connection with your duties. You will be entitled to a motor vehicle allowance at rates in accordance with the Schedules to Directions to Health Education England and Direction to the National Health Service Litigation Authority (GP Registrars) 2013 (or subsequent) (or equivalent) as amended from time to time.

If entitled to under the Directions, any claims for mileage reimbursement must be submitted promptly and regularly on the form that is available from the Practice Manager.

You must ensure that your insurance policy covers you personally to use the vehicle for business purposes.

12 **LEAVING EMPLOYMENT**

If you wish to terminate your employment you must give notice of your intention to leave according to the period specified in your contract of employment. Outstanding wages or salary will either be paid when you leave or forwarded subsequently within a month, together with your P45 income tax form.

Any leave entitlement owing to you may be taken either before you leave or be paid on leaving. Leave that has been taken in excess of entitlement at the date of termination of employment will be deducted from your final salary or wage.

13 **OUTSIDE ACTIVITIES**

Subject to the provisions of clause 14 of your contract of employment, you must not, without the prior written consent of the GP Trainer/educational supervisor, accept any other employment outside the Practice. Consent will not be unreasonably withheld. Any such employment must not impinge on your contracted duties or your education as determined by the GP Trainer/educational supervisor. You hereby agree to permit your GP Trainer/educational supervisor to approach any other company, firm or person whom you

are, or may be, employed for the purposes of ascertaining the extent of outside activities. The GP Trainer/educational supervisor's consent to your accepting outside employment does not imply any responsibility on his or the Partners' part for your acts and omissions in the course of such activities.

14 **TRADE UNION MEMBERSHIP**

You are free to become a member of a Trade Union. However, it is not a condition of employment that you do so. You will not be discriminated against in any way as a result of your membership or non-membership of a Trade Union.

15 **EQUALITY OF OPPORTUNITY** *(see note f)*

The Practice has an equal opportunities policy which strives to ensure that all staff are treated equally with dignity and respect. The policy can be seen in the Practice Manager's office. We require all staff to abide by the principles set out when dealing with other members of the Practice, patients and anyone with whom we work or are associated howsoever with the Practice. The Practice will comply with the provisions of the Sex Discrimination Act, Race Relations Act, Disability Discrimination Act and Employment Equality (Religion or Belief) Regulations.

Part 2

1 **APPEARANCE AND CONDUCT**

As a doctor, you are required to adhere to the standards of professional and personal conduct and probity laid down by the General Medical Council. All doctors at the Practice are bound by these standards. You are also reminded that as an employee, you are in a position of trust and responsibility towards your employers and non-medical Practice staff, as well as patients.

Non-medical staff of the Practice will need to look to you with confidence, particularly in exceptional circumstances when a doctor is required, but none of the partners is available. It is important, therefore, that your conduct is of a high standard.

As with any other member of staff, it is important that your appearance is clean and tidy at all times and that, in general, you maintain personal standards becoming a medical practitioner.

2 **CAR PARKING**

Provided that space is available you may use one of the designated car parking spaces at [the/each*] surgery while on duty.

3 **COMPLAINTS**

At some stage, a patient or relative may make a complaint to you about the Practice or you may be the subject of a complaint yourself.

All complaints must be sympathetically received and quickly dealt with, however, minor they might appear to be. They must be referred immediately to [*insert details of designated individual responsible for dealing with complaints*], "the Complaints Officer". If the Complaints Officer is unavailable at the time, written notes on the problem should be made and dated and timed. The notes should then be passed on for the attention of the Complaints Officer as quickly as possible. This process should be made clear to the person complaining and s/he should be assured that the Complaints Officer will be in touch with him/her as soon as possible.

If you are named or involved in a complaint, you will be required to assist any Practice investigations into the cause of the complaint by making a verbal or written statement concerning the events and your involvement. Your Trainer/educational supervisor will ensure that any complaints against you are investigated in accordance with the Practice complaints procedure, and if necessary, the Practice disciplinary procedure, set out in Appendix 2 of your contract of employment.

You should be aware of the NHS Executive guidance on Practice Based Complaints procedures, particularly the model guidance for staff appended to it. This guidance and full details of the Practice complaints procedure are available from the Practice Manager.

4 **COMPUTERS** (see note h)

The Practice policy in relation to the use of computers is as follows.

- In order to minimise the risk of virus infection of computer software staff must not introduce unauthorised data or programs on to Practice computers. It is essential that only Practice supplied disks or drives are used and no computer material derived from the Practice should be removed from the premises, electronically transferred outside the Practice or installed into other machines without authorisation from your GP Trainer/educational supervisor.
- For professional purposes relevant to your employment with the Practice, you may have access to the Internet and NHS net via the Practice computing system.
- Staff may use word processing and email facilities for private use but only when permission is granted by [*insert authorising officer*] and to the extent so authorised. Unauthorised use could result in disciplinary action being taken against you.
- You will be supplied with a computer password, which will be changed from time to time. You must not reveal this password to any other person and if you do so, you will be subject to action under the disciplinary procedure. Deliberately giving your password to another person, including other Practice staff other than in accordance with procedures for the security of passwords, will be regarded as gross misconduct.
- Any act or misuse that compromises or potentially compromises the integrity of Practice computer hardware or software, or any attempt to, will be considered as gross misconduct, as will access or download of any pornographic, obscene, illegal or other unacceptable material from the Internet. The Practice reserves the right to access all information maintained on their computer system in order to monitor this policy.

5 **CONFIDENTIALITY**

All information concerning patients, staff (in connection with their employment) and the Practice business is strictly confidential and must not be disclosed to those who are not entitled to receive it in the course of their duties. A breach of confidentiality constitutes gross misconduct and may result in dismissal, subject to the provisions of the disciplinary procedure.

Non-medical staff in the Practice have received similar guidance on these matters via their contracts and handbooks of terms and conditions of service. In particular, they have been made aware of doctors' responsibilities in the maintenance of confidentiality and that they should not disclose confidential patient information without the consent of the patient's doctor.

This general duty of confidentiality does not affect your statutory rights under the *Public Interest Disclosure Act 1998*, to make disclosures of otherwise confidential information without being dismissed or otherwise subjected to a detriment. However, it is expected

that matters you are concerned about should normally be raised within the Practice in the first instance. Such matters (e.g. about the safety of patient care) may be raised with any partner. Protection under the Act applies whether the disclosure is made internally or externally. Further information on the rights granted by the Act may be obtained from the Practice manager, or from the charity Public Concern at Work, at www.pcaw.co.uk.

6 **EMPLOYERS' LIABILITY**

The Practice is required under the *Employers Liability (Compulsory Insurance) Act 1969* to take out employers' liability insurance. The insurance policy is displayed on the notice board. You should acquaint yourself with the policy details.

7 **FIRE ROUTINES**

[named member of staff] has been appointed as a fire steward and is responsible for testing the fire alarm, organising evacuation drills and checking the identities of those evacuated following a fire or other emergency. The fire steward will have received training to enable him/her to carry out the duties associated with the role.

However, fire prevention is the responsibility of every member of staff. It is the duty of everybody to become familiar with the Practice procedures for dealing with a fire and to prevent any potential fire hazards immediately. You should therefore

- Study the fire notices placed at various points in your place of work.
- Make sure you are able to raise the alarm and identify the fire alarm when it is given.
- Know the correct procedure for reporting a fire and to whom it should be reported and know where you yourself are to report.
- Familiarise yourself with the various types of fire extinguisher available in the Practice, where they are located and how to operate each type.
- Be sure you know the arrangements for the evacuation of patients and staff.

In the event of fire you are not expected to take risks, and for your own safety as well as that of others, if the fire alarm is activated, try to keep calm and do not panic.

You must take steps to ensure that you are properly aware of such matters. Please consult the Fire Steward if you are in any doubt about the fire and fire prevention arrangements.

From time to time the Practice Manager/ [named person] will arrange fire drills in which you are required to participate.

8 **FIRST AID**

The Practice has its own first aider [identify first aider] and has its own [box/cupboard] for immediate use on the premises. It is located at [] and the first aider has been given the responsibility of stocking and checking this facility on a regular basis.

9 **GP REGISTRATION: PRACTICE STAFF** (see note i)

You are strongly advised to ensure that you are registered with a GP at all times. Where possible you should be with another practice and a list of GPs in the area is available from the [] PCT or from your local library.

10 **HEALTH AND SAFETY** (see note j)

10.1 **The Practice general policy in relation to Health and Safety at work is**

- * To provide adequate control of health and safety risks arising from our work activities.
- * To consult with our staff on matters affecting their health and safety.
- * To provide and maintain safe plant and equipment.
- * To ensure safe handling and the safe use of substances.
- * To provide information, instruction and supervision for employees.
- * To ensure that all employees are competent to do their tasks and to give them adequate training.
- * To prevent accidents and cases of work-related ill health.
- * To maintain safe and healthy work conditions.
- * To review and revise this policy as necessary at regular intervals.

Overall responsibility for health and safety is that of [name].

10.2 **Accident or Injury at Work**

Any accidents to a member of staff or a member of the public must be reported to the Practice Manager or a Partner immediately. A factual statement covering to the fullest possible extent all the circumstances of the accident is required to ascertain the cause and prevent its recurrence. All reports of accidents to partners, staff and members of the public while on the surgery premises must be recorded in the accident book held in the office.

All employees must:

- * Cooperate with Partners and Practice Management on health and safety matters.
- * Not interfere with anything provided to safeguard their health and safety.
- * Take reasonable care of their own health and safety.
- * Report all health and safety concerns to the Practice Manager.

Examples of the main hazards of which staff should be aware are:

- * Medical instruments and equipment, particularly needles and glass items.
- * Infected or contaminated blood specimens or other material.
- * Blood borne viruses.
- * Certain solutions used for disinfection purposes.
- * Access to and manual handling of files and patient records.

- * Lifting and provision of other physical assistance to patients.
- * The use of any electrical equipment, and in particular, autoclaves or hot air ovens used for sterilising instruments.
- * Spillage.
- * Prams, bicycles, shopping trolleys, toys.

This list is not exhaustive.

10.3 Good Practice

The following notes on safety are given as general advice only

- * When working with instruments, equipment or machinery, you should ensure that all safety precautions and procedures are followed, and that equipment is sterilised regularly and always immediately after use. Make sure you know: the correct safe way to perform any job with which you are involved; or any protective clothing should be worn. If in any doubt ask the [named partner]. You may yourself be approached for similar advice by members of non-medical staff. You must not under any circumstances take chances or work under hazardous conditions without any safeguards.
- * Take note of warning lights that are posted to point out hazards.
- * Keep supplies and equipment out of corridors, passageways and staircases, wherever possible. After use return supplies and equipment to their proper storage area.
- * Wear safe footwear and keep it in good repair. A rubber heel can save a fall; leather and metal heel-caps can slide very easily on polished floors. Report trailing wires, cracked or broken floor covering, turned up corners on carpets and similar hazards.
- * Spillage on the floor is potentially dangerous and should be dealt with appropriately without delay.
- * Electrical appliances should be turned off when not in use and plugs removed from their sockets, unless otherwise instructed.
- * All sharps must be placed in British Standard quality disposal containers provided; needles should not be re-sheathed. Syringes should be fully evacuated of drugs and chemicals before disposal and the needle/syringe should be discarded directly into the sharps container as a single unit.
- * It is the personal responsibility of the individual using a sharp to dispose of it safely. Never leave sharp objects unattended or put them into disposable sacks.

More detailed guidance on safe working practices and procedures designed to minimise risk are contained in the health and safety manual with which you are required to familiarise yourself. It is available from the Practice Manager/ [name of person].

10.4 Occupational Health Service

The Practice has contracted with [] to provide an occupational health service for its staff. Any member of staff wishing to use the service should contact [Tel no]. Staff may access the service confidentially, though its use in general will be monitored by the [Practice Manager] on a continuing basis.

11 LOCAL REPRESENTATION

As a GPST in general practice, you are represented by the [name] LMC. The LMC is the statutory representative body for GPs in its area. You may wish to register voluntarily as an LMC constituent. If you do so, you have the right to seek election to the LMC if a seat is available. Payment of the statutory levy made in respect of your membership of the LMC's constituency will be the responsibility of [*the Practice*].

This is separate to your right to join or not join a Trade Union referred to in part 1 of the handbook. You can contact the British Medical Association (BMA) at www.bma.org.uk.

12 MEDICAL RECORDS

12.1 Patient Access to Records

Patients (and in certain circumstances, their appointed representatives) have certain statutory rights to have access to their own medical records under the *Data Protection Act 1998* and the *Access to Medical Reports Act 1988*. There are also rights for interested parties to seek access to the records of deceased patients under the *Access to Health Records Act 1990*.

The first gives patients the right to know whether the doctor holds personal data about them on a computer or in manual records, and the right to be supplied with a copy of the data. These rights are known as 'subject access' rights (the subject being the patient). The second gives rights of access by a patient to medical reports, which his/her own doctor has made on request from a third party for employment or insurance purposes. Following the enactment of the *Data Protection Act 1998*, the third now only applies to manual medical records of deceased patients held by their own doctors. However, this only applies to records created since 1 November 1991. There are important procedures to be followed when applications for access are made under any of these Acts, including time limits for action by you as the patient's doctor. Guidance on your responsibilities under these Acts is kept in the Practice Manager's office.

Non-medical staff have been instructed that all applications for access must be referred to the patient's doctor who is responsible for responding to them.

12.2 Staff Access to Records

Both directly employed Practice staff and attached NHS clinical staff, e.g. health visitor, community nurse, midwife may have access to patient information which is necessary for the effective care of the patient, with the patient's consent. Access is via the reception staff. You must not remove patient records from the Practice premises, except where this is necessary for patient consultations at branch

surgeries, outlying clinics, or occasionally, in the patient's home. When transporting or using patient records you must keep them in your personal custody and return them to the Practice premises where they are normally kept as soon as possible.

Staff who are patients of the Practice may only seek access to their own medical records under the provisions of the *Data Protection Act 1998* and the *Access to Medical Reports Act 1988*. If you are a patient of the Practice and wish to seek access to your own records, you must make a request for access of your own doctor in accordance with the provisions of the relevant Act.

Staff must not attempt to gain access to their own medical records other than as set out above or to those of their own families, or those of their colleagues or their friends.

Access to computerised staff medical records will be barred and written records will be stored separately in a secure place.

- 12.3 Detailed guidance for doctors on medical records is available from the BMA. The Freedom of Information Act 2000 includes General Practitioners in the definition of "public authorities". However, requests for personal information remain covered by the Data Protection Act and are exempt from the Freedom of Information legislation. Any requests for information must be referred to [the Practice manager].

13 PATIENTS

13.1 Accepting New Patients

Provided that our list is not closed, any person who has recently moved into our Practice area may be registered with the Practice. Anyone who is already registered with a doctor in the Practice area and wishes to transfer to the Practice or who lives outside the Practice area will be referred to the Practice Manager or a Partner.

13.2 Appointments

The arrangements in the Practice will be explained to you. Appropriate entries will be made in the appointment book or will be logged on to the computer. If a patient indicates some degree of urgency then arrangements will be made for him or her to consult a doctor at the earliest possible time.

13.3 Home Visits

All requests for home visits will be recorded at the time of receipt in the visiting diary. Requests for home visits may be dealt with at the discretion of the doctor responsible for visiting. Any requests for visits after [1.00 p.m.] will be referred directly to the doctor on-call via the main surgery. (See also section 12 above.)

13.4 Patients' Enquiries

Information about their hospital reports and test results will be given only to the patient concerned and only with the permission of a doctor.

13.5 **Treatment**

Non-medical staff have been instructed that they must not advise on medical issues or prescribe treatments for patients unless they have been authorised to do so by a doctor, and that any such requests must be referred to a doctor, or a nurse as appropriate. Non-medical clinical staff have similarly been instructed that they must undertake only such duties in the treatment of patients as have been properly delegated to them and for which they have been appropriately trained. Items prescribed for, or treatment given to patients must be recorded in their notes.

14 **PERSONAL PROPERTY**

No responsibility can be taken by the Trainer/educational supervisor or the Practice for the loss of, or damage to articles of personal property (e.g. money, jewellery etc). You are advised not to carry large sums of money around with you, to leave handbags and personal property in a safe place at all times, and to ensure that your personal insurance covers such property.

The Trainer/educational supervisor or the Partners cannot accept responsibility for articles of personal property lost or damaged on their premises whether by burglary, fire, theft or otherwise and you are advised to effect your own insurance cover against all risks.

15 **PRACTICE LEAFLETS**

The Practice publishes a small factual leaflet containing details of the Partners and doctors employed by them, opening times, surgeries, doctors on-call, special clinics and dispensing arrangements. This leaflet has been made freely available to all patients.

16 **PRACTICE MEETINGS**

You are required to attend and participate in relevant meetings within the Practice. Your Trainer/educational supervisor will provide details of these. These may occasionally involve attendance outside your normal working hours. If so, you will be paid at your normal rate.

17 **PRESCRIPTIONS**

No prescription will be issued until it has been checked and signed by a doctor. Receptionists or dispensers may accept written or telephone requests for repeat prescriptions providing the patient is on regular medication and the doctor has authorised it. The maximum period for issuing repeat prescriptions is *[six months]*, unless the patient is seen by his/her doctor.

Members of staff should not prepare or order prescriptions for themselves, their colleagues (unless you, as a colleague's registered GP, do so, or you do so in any case requiring emergency or immediate necessary treatment) or for members of their families.

18 **PRODUCT LIABILITY**

The partnership has certain responsibilities when supplying medicines and appliances to patients whether in the surgery treatment room, in emergency consultations or when dispensing. The Practice may be liable in law if the produce being dispensed is defective and damage results from its use in circumstances where the supplier of the produce cannot be identified. You must therefore:

- Adhere strictly to the labelling regulations which apply to all dispensed medicines, and
- Comply with the Practice system, which provides for keeping accurate records (invoices etc.) of sources of supply of all products and retaining such records for a period of eleven years.

19 **RECORDS**

Accurate and complete records are an essential part of good medical practice and it is your responsibility to ensure that such records are maintained on the Practice system. Your Trainer/educational supervisor will be able to advise on any areas about which you are uncertain.

20 **SECURITY**

20.1 **General**

In addition to ensuring your personal safety and the security of your own property (see *Personal Property* above), you can help, for example by:

- * Making sure that doors to unauthorised areas and safety cupboards are properly shut and/or locked.
- * Immediate reporting all disruptive or untoward incidents to [].
- * Ensuring that any property or money for which they are responsible is securely held, regularly checked and accounted for.
- * Ensuring at the end of the working day that all doors, windows and cupboards are securely locked.
- * Reporting any unexplained disappearance of property or suspected pilfering to [the Practice Manager].

20.2 **Keys**

Staff whose duties include being entrusted with the custody of keys on their person must not leave them locked up in drawers or cupboards, or entrust them to unauthorised personnel, but must personally keep them secure at all times.

20.3 **The Building**

A member of the Practice staff must always be present in the main surgery from [am] until [pm] when the telephone calls are transferred to the duty doctor.

A member of the Practice staff must always be present in the branch surgery from [am] until [pm] when the telephone calls are transferred to the duty doctor.

No member of the public is to be allowed on to surgery premises unless a member of staff is present.

Any damage to Practice premises by staff or patients will be reported immediately to the [Practice Manager/doctor on duty] who will record it as appropriate.

20.4 **Police**

Non-medical staff have been instructed that if a situation arises in the surgery that requires police assistance they should immediately inform a doctor on duty. No member of staff, including yourself as a doctor on duty, should place themselves at risk. Staff have been instructed that they should not normally contact the police themselves, except when a doctor is not available.

20.5 **Procedures**

The following specific security policies and procedures are in force:

- * Policy on handling violent and potentially violent patients.
- * Policy for staff training and self-defence and handling of violent and potentially violent situations.

These are available in the Practice Manager's office. You are advised to obtain copies of them and read them carefully. The Practice Manager will arrange for you to attend the appropriate training courses.

21 **SMOKING** (*see note 1*)

Legislation in England, Scotland, Wales and Northern Ireland prohibits smoking in all enclosed public spaces. Smoking is not allowed on any part of the Practice premises.

The Practice policy is to promote good health and to be seen to be doing so. In the interests of your health and that of others, including patients, smoking will not be permitted while you are on duty, away from the surgery visiting patients.

Smoking damages your health and that of others, and is a fire risk. You are not permitted to take informal breaks from work for smoking. Nor are you permitted to smoke within 20 yards of the curtilage of the practice premises during established coffee, tea or lunch breaks.

22 **STAFF ROOM**

A staff room is available and is located at [].

23 **TELEPHONE AND MAIL**

[Include here the Practice arrangements with regard to:

The opening and direction of mail.

Patients' enquiries and where, how and in what circumstances you may be contacted.]

23.1 **Telephone and Other Messages**

All messages must be recorded in the daybook with date and time of receipt. Failure to record any message and to bring it to the attention of the appropriate doctor will be considered a breach of discipline.

23.2 **Mobile Telephone**

You will be provided with a mobile telephone for use on Practice business only, or can claim for practice related calls on a personal mobile telephone upon provision of an itemised statement. If using a mobile telephone provided by the practice, the Practice Manager is responsible for ensuring that the telephone is serviced and maintained.

23.3 **Business Calls**

Telephone calls on Practice business, where exceptionally made from home or elsewhere, will be paid by the Practice. Claims for reimbursement should be presented to the Practice Manager/ [named trainer/educational supervisor] and, for calls made from home, should be accompanied by itemised bill.

23.4 **Personal Use of Telephone**

The Practice telephone (including any mobile telephone with which you have been issued) should not be used for personal calls except where it is unavoidable. Such calls should be short and (if on a conventional phone) normally within the local area; any calls outside the local area will be charged for and you should therefore notify the Practice Manager.

NOTES FOR THOSE DRAWING UP THE HANDBOOK

These notes are for those drawing up the Handbook and should not be appended to it.

- a) **ANNUAL LEAVE** (Paragraph 2, part 1 refers)

The wording of this section will need to reflect Practice policy on applying for annual leave together with any local variations on the standard provision for annual bank holiday leave.

- b) **SICK LEAVE** (Paragraph 3, part 1 refers)

The wording reflects the provisions in the Directions to Health Education England.

- c) **FAMILY FRIENDLY POLICIES**

The wording of the sections on

Dependant leave
Parental leave
Adoption leave
Paternity leave

assumes that the Practice applies minimum statutory provisions.

- d) Wording will need to change where the Practice has more beneficial local arrangements.

- e) **MATERNITY LEAVE** (Paragraph 7, part 1 refers)

The wording of this section reflects the provisions of the Schedules to Directions to Health Education England which themselves reflect General Whitley Council provisions. It will need to be amended to reflect any different local arrangements.

- f) **CARS AND TRANSPORT**

Payment of this should reflect the provisions in accordance with the Schedules to Directions to Health Education England and Direction to the National Health Service Litigation Authority (GP Registrars) 2013 (or subsequent) (or equivalent)

- g) **EQUALITY OF OPPORTUNITY** (Paragraph 15, part 1 refers)

This section assumes that the practice has a policy covering such matters. A good practice guides can be found at www.dwp.gov.uk

- h) **COMPUTERS** (Paragraph 4, part 2 refers)

The wording may need to be adjusted in situations where GP Trainees have access to laptop computers, designed to be used outside the practice.

If staff are to be monitored in respect of their usage of the computer, including email, this must be made clear to them on the system itself.

i) **GP REGISTRATION: PRACTICE STAFF** (Paragraph 9, part 2 refers)

The requirement on staff to register with a GP elsewhere is designed to avoid the partners having to deal with members of staff as both employees and patients at the same time. Acute conflicts of interest can arise when attempting to resolve problems associated with long-term or repeated sick leave, especially where dismissal is a possibility. Similar difficulties can occur regarding disciplinary processes, especially where these are complicated by the ill health of the staff member concerned.

It is recognised, however, that in some circumstances, e.g. in rural areas, it may not be possible to introduce this rule. BMA members in this situation should seek advice from their local BMA office when associated difficulties arise. It would also be inadvisable to attempt to require current staff who are already on the partners' lists to register elsewhere.

j) **HEALTH AND SAFETY** (Paragraph 10, part 2 refers)

It is a statutory requirement under the Health and Safety at work Act for all employers to have a written statement of their policy in relation to Health and Safety at work and this should replace the standard wording suggested which is taken from "An Introduction to Health and Safety for small businesses" available from the Health and Safety Executive www.hsebooks.co.uk

Reference is also made to a Health and Safety Manual which should be prepared following a risk assessment exercise in the Practice. Employees should be referred to this as part of their induction and it is good practice to ask employees to indicate that they have seen and understood its provisions.

A full list of HSE publications (both free and priced) may be obtained from HSE Books, PO Box 1999, Sudbury, Suffolk CO10 2WA (Tel: 01787 881165; Fax 02898 313995; Website www.hsebooks.co.uk Guidance is also available from GPC and from the Department of Health on their website www.doh.gov.uk

k) **MATERNITY – HEALTH AND SAFETY ISSUES**

Employers are required by law to assess the health and safety in the workplace of employees who are pregnant, who have recently given birth or who are breast-feeding, and who have notified these matters to them. Account needs to be taken not only of such matters as potentially dangerous substances or working procedures, but also, for example, of the risk of infection from patients or clinical samples, physical requirements imposed on the employee in carrying out her work, which affect posture and movement, and the increasing size of the pregnant employee. Further information on potential hazards may be found in the Health and Safety Executive's publication *New and expectant mothers at work: a guide for employers*.

Such assessments should be carried out immediately after the employee has notified the employer that she is pregnant or has recently given birth. The employer should explain the assessment and the reason for it to the employee. Once the assessment has been made,

action can be taken, if necessary, to determine whether it is possible or necessary to:

- Modify the work processes in which the employee is involved, to render them safe for her to continue working, or
- Require her only to undertake those parts of her work which are safe for her to do, or, if neither of these is possible, offer her suitable alternative work

If none of these is possible, or if she reasonably refuses an offer of alternative work, the employee has the right to be suspended on health and safety grounds on normal pay while her condition and the identified health and safety risk(s) continue. The employer should ensure that the assessment process and any communications about it or arising from it (e.g. offering alternative work or confirming the basis of suspension) are properly documented in the employee's personal file.

l) **MEDICAL RECORDS** (Paragraph 12, part 2 refers)

Detailed advice on access to patients' records is given in *Medical certificates and reports* produced by the BMA's General Practitioners' Committee. This is on the BMA website as is guidance on the *Data Protection Act 1998* (and the Freedom of Information Act 2000)

m) **SMOKING** (Paragraph 21, part 2 refers)

This paragraph assumes the existence of a Practice policy on the promotion of good health, which encompasses the position of the staff in projecting the appropriate image.

Assistance in giving up smoking can also be offered to all staff who are smokers.

The Practice policy should be made clear to new staff throughout the whole of the recruitment process. .