



## **SALARIED GENERAL PRACTITIONERS**

## **TERMS AND CONDITIONS OF EMPLOYMENT**

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## 1. INTRODUCTION

This section outlines the terms and conditions of employment for Salaried General Practitioners providing Primary Medical Services. NHS Highland agrees that the Local Medical Committee (LMC) is representative of the GMS GPs and GPs in the area and further agrees that it will consult with said LMC on all matters affecting the performance of these staff where it is required to do so by any legislation, regulations, guidance, directions or other ordinance. The LMC may have a seat on the Local Negotiating Committee (LNC) established by the BMA.

Your appointment will be subject to the terms and conditions of service of Hospital & Community Medical and Dental Staff (Scotland) and the General Whitley Council conditions of service both as amended from time to time and to terms and conditions agreed locally with the BMA local negotiating committee. Copies of these may be seen at the Board's Personnel Department.

## 2. REGISTRATION

Practitioners holding medical posts must be fully registered medical practitioners with the General Medical Council and their name included in a list in accordance with the National Health Service (Primary Care Services Performers' List) (Scotland) Regulations 2004.

## 3. HOURS OF WORK

- a. Full-time general practitioners will normally be contracted to work for 40 hours per working week ("contracted hours"). The normal working day will be from 9am to 5pm or 9am to 6pm by agreement with your line manager. On-call working periods between 8am – 9am and 5pm to 6pm may be required and if worked will be remunerated at £10 per hour.
- b. A part-time practitioner shall be remunerated on a pro rata basis to a full-time practitioner's salary
- c. Practitioners employed in salaried posts will have the basic rights and protections as the Working Time Regulations provide, as follows:-
  - a working time limit of an average working week of 48 hours a week which a worked can be required to work. The standard averaging period for the 48 hours week is 17 weeks, but this can be extended to 26 weeks if the workers are covered by one of the "exceptions" or up to 52 weeks under a workforce agreement;
  - a working limit of an average of 8 hours work in each 24 hour period over an averaging period of 17 weeks, which night workers can be required to work;
  - a right for night workers to received free health assessments;
  - a right to 11 uninterrupted hours rest in each 24 hour period;
  - a weekly uninterrupted rest period of 24 hours or one uninterrupted rest period of not less than 48 hours in each 14 days period;
  - a right to a minimum 20 minutes' rest break where the working day is longer than 6 hours;
  - a right to a minimum of four weeks paid leave per year which period is extended by clause 40 of these terms and conditions to a period of 30 working days paid leave per year for full-time practitioners.

#### 4. ADDITIONAL SESSIONS

NHS Highland may agree with a practitioner that he or she should undertake work, which is not specified in his or her Job Plan. Any additional agreed work shall be remunerated on a pro rata basis to a full-time practitioner's salary. Any such agreement shall be reviewed when required but at least annually.

#### 5. RENUMERATION AND SUPERANNUATION

##### **Salary**

The salary for this post is £81,229 to £91,564 per annum (2020/21 rates). A part-time practitioner shall be remunerated on a pro-rata basis to a full-time practitioners salary.

Starting Salary of £81,229 if less than 2 years service,  
£85,011 with more than 2 but less than 6 years service,  
£87,892 with more than 6 and less than 8 years service  
£91,564 with more than 8 years service.

The salary will be paid monthly in arrears by credit transfer, normally on the 27<sup>th</sup> day of each month. Annual Uplift will be in accordance with the Government's decision of the pay of general practitioners following the recommendation of the Doctor's and Dentist's Review Body.

##### **Superannuation**

###### Auto Enrolment

You will automatically be enrolled in the NHS Pension Scheme from the first day of your employment. Eligible employees will no longer be allowed to opt out of the scheme prior to taking up employment. They must be enrolled in the first instance. If you wish to **opt out** you must obtain the necessary documentation from SPPA (Scottish Public Pensions Agency), either on line at [www.sppa.gov.uk](http://www.sppa.gov.uk) or by telephone on **01896 893000**. Further details of the scheme can be found at <http://www.sppa.gov.uk/nhs/home/htm>.

###### **Practitioners members**

<b>Tier</b>	<b>Whole time equivalent pensionable earnings</b>	<b>contribution percentage rate</b>
1	Up to £18,936	5.2%
2	£18,937 to £23,228	5.8%
3	£23,229 to £28,891	7.3%
4	£28,892 to £56,266	9.5%
5	£56,267 to £79,801	12.7%
6	£79,802 to £117,960	13.7%
7	£117,961 and above	14.7%

Pensionable earnings should be rounded down to the nearest pound.

The above contribution rates will be applicable for 4 years from 1 April 2015 to 31 March 2019 however the earnings bands may be adjusted to reflect any national pay awards.

## **Fees**

Practitioners may not charge fees for work arising within the normal course of their duties except as set out in the Regulations.

Practitioners may not charge fees for issuing any certificates listed in the Regulations. Also provided free of charge (for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews) are certificates for patients claiming Income support and Sickness and Disability Benefits, including Incapacity Benefit, Statutory Sick Pay, Disability Allowance and Attendance Allowance.

## **6. ANNUAL LEAVE**

Full-time practitioners shall be entitled to 6 weeks annual leave per annum. The leave year of practitioners shall run from the practitioners start date in employment. For part time staff leave shall be taken on a pro-rata basis.

## **7. PUBLIC HOLIDAY**

You are entitled to ten public holidays in each year; these are nominated by NHS Highland and for part-time staff entitlement is pro-rata.

There should be no planned work on any public holiday without prior arrangement with the Assistant General Manager.

## **8. STUDY LEAVE**

Practitioners are entitled to professional and study leave with pay as set out in these Terms and Conditions of Service. Practitioners are entitled to 2 weeks per annum.

- a. Study leave is granted for postgraduate or continuing professional development (CPD) purposes approved by NHS Highland, and includes study (usually, but not exclusively or necessarily, on a course), research, teaching, examining or taking examinations, visiting clinics and attending professional conferences.
- b. Practitioners are required to comply with the requirements for appraisal and revalidation as may from time to time apply

## **Conditions**

The following condition shall apply:-

- a. where leave with pay is granted, the practitioner must not undertake any remunerative work without the special permission of the responsible employer.

## **9. GENERAL**

Practitioners shall notify NHS Highland when they wish to take annual or study leave, and the granting of such leave shall be subject to approved arrangements having been made for their work to be done during their absence. Approval should not be unreasonably withheld. Locums should be employed by NHS Highland where it is not possible for other practitioners to deputise for an absent colleague.

## **10. MEDICAL EXAMINATION ON APPOINTMENT**

All appointments are subject to pre-employment health screening/monitoring in accordance with NHS Highland's Policy and Procedure, or the provision of acceptable documentary evidence that there is no infective risk.

## **11. CONTRACTUAL DUTIES OF PRACTITIONERS**

Salaried general practitioners will agree with the NHS Highland a Job Plan for the performance of duties under the contract of employment. In exceptional circumstances the practitioner may be required to work at any of the surgery premises in the NHS Highland area and to provide primary medical services to patients of the Practice by way of (inter alia) surgeries, clinics and relevant administrative work together with such other duties as may be required by the NHS Highland in providing such services in accordance with the 1977 Act.

The Practitioner is required to attend and participate in regular Practice Meetings, including those relating to clinical governance issues and relevant NHS Highland Meetings. If these meetings are held outside normal working hours, reasonable notice will be given and payment made on a pro-rata basis to the full-time practitioner's salary adjusted by time off in lieu for such attendance if agreed in advance by NHS Highland.

The Practitioner is also required to participate in and operate clinical governance methods and systems approved by NHS Highland, eg medical audit or quality assurance initiatives. NHS Highland and the Practice undertake to provide access to copies of all local NHS Highland Policies and Procedures, notices or local educational meetings, and professional compendia.

The commitments set out in the Job Plan may be varied with the agreement of the practitioner and NHS Highland. The Job Plan will be subject to review each year and revisions may be proposed by either the NHS Highland or the practitioner, who shall use their best endeavours to reach agreement on any revised Job Plan. Where agreement is not reached, and the NHS Highland notifies the practitioner of its intention to amend the Job Plan, the practitioner may require the proposed amendment to be determined in accordance with the NHS Highland's dispute resolution procedures.

## **12. DISCIPLINARY AND GRIEVANCE PROCEDURE**

Practitioners are subject to NHS Highland's Policy and Procedure.

Any grievance relating to their employment should be raised in the first instance with the appropriate General Manager and thereafter in accordance with NHS Highland's Grievance Procedure.

The relevant Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland shall apply subject to the disciplinary procedures of NHS Highland as they apply to Medical and Dental Staff or other employees.

## **13. EXPENSES – GENERAL PROVISIONS**

Expenses shall be paid at the rates appropriate to all NHS practitioner employees (as per all other NHS employees).

## **14. INDEMNITY**

NHS Highland takes responsibility for expenses and damages arising from medical negligence where they, as the employer, are vicariously liable for the acts and omissions of their medical and dental staff. However, the appointee is strongly advised to maintain separate medical defence or insurance cover for all work which does not fall within the scope of the Board's indemnity scheme. Details of which are given in the NHS Circular 1989(PCS) 32, which will be issued to the successful candidate.

## 15. DISCLOSURE OF CRIMINAL CONVICTIONS

Appointment to this post will be made subject to satisfactory screening by Disclosure Scotland. This post is considered to require registration with the Protecting Vulnerable Groups (PVG) Scheme as it involves substantial access to children and / or vulnerable adults. A PVG Scheme Record will contain details of all convictions on record, whether spent or unspent. This means that even minor convictions, no matter when they occurred will be included in the Scheme Record. It may also contain non conviction information held locally by the police, where this is considered relevant to the post.

Following the selection interview only the "successful" candidate will be subject to registration with the PVG Scheme. Offers of appointment will be made subject to satisfactory PVG Scheme screening and medical fitness. Please note that a commencement date will only be issued once this clearance has been received.

## 16. JOB SHARING

Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the Job Sharing of a post in any grade shall be determined in accordance with the provisions of section 11 of the General Whitley Council Handbook and other NHS Highland Policies and Procedures.

## 17. LOCUM COVER

Salaried General Practitioners shall be expected in the normal run of their duties to deputise for absent colleagues in this grade so far as is practicable. When deputising is not practicable approval from the Assistant General Manager or line manager should be sought and the Practice Manager or appropriate board officer (and not the Practitioner) shall be responsible for the engagement of a locum tenens. The Practitioner shall have the responsibility of bringing the need to their notice. The employer shall agree with the Practice, the number of hours required and the type of service to be provided.

## 18. OUTSIDE ACTIVITIES AND PRIVATE PRACTICE

Practitioners may undertake private practice or other work, provided that it does not conflict with their Job Plan, and save by mutual agreement is not undertaken during the contracted hours. Income derived from agreed private practice will in the first instance be payable to NHS Highland with the Practitioner responsible for claiming up to two thirds of this income back from NHS Highland on an annual basis

### **Lecture Fees (*additional to those stated in the agreed Job Plan*)**

- a) Where a Practitioner gives a lecture on a professional subject for which a fee is payable and the lecture is given in or substantially in contracted hours, the fee shall be paid directly to NHS Highland or on receipt by the Practitioner remitted to NHS Highland. If a fee is payable for a lecture given substantially outside contracted hours the fee which may be retained by the Practitioner.

### **Publications, Lectures, etc**

- b) A Practitioner shall be free, without prior consent of NHS Highland, to publish books, articles, etc and to deliver any lecture or speech, whether on matters arising out of his or her NHS service or not provided that the work is not undertaken during contracted hours.

## 19. SICK LEAVE

The conditions of service provide for the operation of a scheme related to length of service. For all sick leave absences, you must inform the Line Manager as soon as possible on the first day of absence, or before, if possible. If an absence because of sickness continues beyond the third calendar day, a Self Certificate must be completed for the first seven consecutive days of absence and should be forwarded to the Lead Clinician. For absences of more than 7 days a Medical Certificate from a General Practitioner is required and should be forwarded at the earliest opportunity.

- A Practitioner absent from duty owing to illness, injury or other disability shall be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland.
- The rate of allowance, and the period for which it is to be paid in respect of any period of absence due to illness, shall be in accordance with paragraphs 225-244 of the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland.
- Practitioners are entitled to be paid during periods of incapacity for work due to illness or injury in accordance with NHS Highland's occupational sick pay scheme.

## 20. LEAVE FOR SPECIAL PURPOSES

### ***Special Leave with and without pay***

The provisions of Section 3 of the General Whitley Council Handbook shall apply, with the following qualifications:

- ***Attendance at court as a witness*** - for Practitioners attending court as medical or dental witness such attendance is governed by paragraphs 30 – 37 and 40 –42 of Section 3.
- ***Maternity/Paternity Leave*** - the provisions of NHS Highland Maternity Policy in line with Section 6 of the General Whitley Council Handbook shall apply.
- ***Special Leave for domestic, personal & family reasons (to include Parental Leave)*** - the provisions of Section 12 of the General Whitley Council Handbook shall apply along with local policies and procedures

## 21. TERMINATION OF EMPLOYMENT

### ***Period of Notice***

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

### ***Application of minimum periods***

These arrangements shall not prevent:

- NHS Highland or a practitioner from giving, or agreeing to give, a longer period of notice than the minimum.
- both parties to a contract agreeing to a period different to that set out;
- either party waiving its rights to notice on any occasion, or accepting payment in lieu of it; or
- either party treating the contract as terminable without notice, by reason of such conduct by the other party as enables it so to treat it at law.

## **Dismissal**

This agreement shall be subject to termination forthwith by NHS Highland (in line with employment procedures) if the Practitioner;

- has his/her name removed from the medical register (except under Section 30(5) of the Medical Act 1983)
  - conducts him/herself in a manner which results in his/her name being suspended from the Medical Register (except under section 30(5) of the Medical Act 1983 (whereby medical practitioners who have been written to at a certain address by the Register but no answer has been received from that address for six months, are erased from the Medical Register.
  - has his/her name removed or suspended from a list maintained under the GMC GP Register or the Performer's List.
  - commits any gross or persistent breaches of the practitioners obligations under this Agreement and such a power of determination shall be exercisable notwithstanding that on some earlier occasion NHS Highland may have waived or otherwise failed to exercise it's rights to termination under this clause
- or
- Is guilty of illegal substance abuse or habitual insobriety.

In considering the conduct of the practitioner with regard to the provisions of clause 36(iv) NHS Highland shall have regard to the guidance contained in the General Medical Council's "Good Medical Practice" and NHS Highland's Calling to Account Policy relating to the conduct of practitioners.

## **22. MISCELLANEOUS**

### **a) Resources**

Subject to the terms of this Agreement, where the Practitioner is employed to work in a Practice(s), NHS Highland will use its best endeavours to ensure that the Practice(s) shall provide for use at the surgery premises and maintain in good and substantial repair and condition, the under-mentioned equipment which is hereinafter referred to as "the equipment" (but excluding the personal equipment of the practitioner)

- i) Medical and other equipment, apparatus, instruments and implements customarily used in the exercise of the profession of general medical practice;
- and
- ii) All other furniture and things incidental to the exercise of the profession of medicine;

The items referred to in paragraph 21i and 21ii above having been identified by the Practice(s) to the practitioner on the effective date of their appointment.

Subject to the terms of this Agreement NHS Highland will endeavour through the Practice Manager to ensure that the practice(s) shall also provide or make available at the surgery premises which the practitioner is generally required to attend, the under-mentioned services which are hereinafter referred to as the "services":

The services of such staff as are usual for the administration of a general medical practice and assisting a medical practitioner including the maintenance of the accounts and records hereinafter referred to:

- iii) such materials, drugs and supplies as are customarily used in general medical practice; and
- iv) the services of medical support staff when they are on duty at the surgery premises.

The Practitioner shall at all times utilise the facilities in a proper manner and only upon and subject to the Terms of this agreement and shall indemnify NHS Highland against all costs of any repair or replacement of equipment occasioned by any negligent act and/or omission by the Practitioner

Outside normal surgery hours the Practitioner shall have reasonable access to the surgery premises.

#### **b) Personal Property**

NHS Highland accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to its officials for safe custody. Practitioners are therefore recommended to take out an insurance policy to cover personal property.

### **23. APPLICATION OF GENERAL WHITLEY COUNCIL HANDBOOK**

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

### **24. DEFINITIONS**

- 1977 Act means the National Health Service Act 1977 as the same may be amended, supplemented or modified from time to time.
- 1997 Act means the National Health Service (Primary Care) Act 1997 as the same may be amended, supplemented or modified from time to time.
- Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland. means the Whitley Council Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service, September 2002 edition (last updated October 2002).
- General Whitley Council Handbook means that the Whitley Councils for Health Services (Great Britain) General Council Conditions of Service.
- Job Plan means a plan identifying the nature and the timing of the practitioners commitments.
- List Regulations means the National Health Service (General Medical Services Supplementary List) Regulations 2001 or any successor regulations which may from time to time be in force including comparable regulations applicable to the provision of personal medical services under the 1997 act.

- NHS Employment means the total of the periods of employment by a National Health Service Trust, Primary Care Trust, Strategic Health Authority or Special Health Authority, or any of the predecessors in title of those bodies or the equivalent bodies in Wales, Scotland, and Northern Ireland, together with the total number of the periods during which the practitioner provided or performed Primary Medical Services.
- NHS Highland facilities means premises, accommodation, equipment and services provided by NHS Highland.
- Practice means the practice of one or more general practitioners together with others as the case may be providing Primary Medical Services in the area of NHS Highland, together with a Practice providing Primary Medical Services operated by NHS Highland.
- Primary Medical Services means medical services which are either provided as personal medical services pursuant to the provisions of the 1997 Act or general medical services provided pursuant to the provisions of the 1977 Act or any equivalent services provided by NHS Highland.
- Regulations means Regulations and Directions from time to time in force pertaining to the provision or primary medical services.
- Reckonable Service commences from date of appointment to a recognised pre-registration training post.