

Date: _____

PRIVATE & CONFIDENTIAL

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

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

EMPLOYEE	EMPLOYER
Name Address	Name Address
	Referred to in this contract as the GP Trainer

1. JOB TITLE

Your job title is GP St2 / St3 trainee to **[insert named GP Trainer]** in the **[state name of general practice]**.

2. TERMS AND CONDITIONS OF SERVICE

Your appointment is subject to you being on the Northern Ireland Primary Medical Performers List of the Business Services Organisation.

Your appointment is also subject to the terms and conditions outlined in this contract 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 to training will be in the same practice as your current employment. Extensions are subject to the approval of the Director of Postgraduate GP Education and the Post Graduate Dean in line with the Deanery's GP Allocations Policy.

5. MEDICAL ASSESSMENT

The appointment to the GP Specialty Training Programme is subject to a satisfactory medical assessment, which may include a requirement that you submit to a medical examination by a medical practitioner acceptable both to you and the Northern Ireland Medical and Dental Agency (NIMDTA). This is usually through referral to the Occupational Health service. If a pre-employment health assessment has been satisfactorily completed upon entry to the Foundation Programme in Northern Ireland a further assessment may not be necessary.

The Agency reserves the right to request that you attend Occupational Health (or other such medical appointment as is considered necessary) for a medical examination at any time following your appointment, in circumstances where the GP Trainer 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 any reasonable adjustment will also need to be acceptable to NIMDTA and your employer. **You may also be requested to consent to the release of your medical records to the nominated medical practitioner if such records are reasonably required by him or her.**

In the event of an unsatisfactory medical assessment or that you do not wish to consent to either medical examination or the release of your medical records as referred to above, then the GP Trainer, 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

NIMDTA, (acting as the Agent of the GP Trainer through the provision of a payroll bureau basis), shall pay a salary at rates in accordance with the Schedules to Direction to Strategic Health Authorities Concerning GP Registrars 2003 with 2007 amendments (or subsequent) (or equivalent), as amended from time to time, concerning GP Trainees.

Your basic salary will be **[point]** i.e. **[£.....pa.]** Your salary supplement will be **[£.....pa.]** Your incremental date will be **[insert increment date]**. Please note that if you are at the top of the pay scale you will not have an incremental date.

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

7. DEDUCTIONS

NIMDTA reserves the right to recover any overpayment in salary or allowances, howsoever made, by deducting the excess from subsequent salary payments following discussion with you.

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 European Working Time Directive (EWTED). Information regarding local arrangements for the working week can be found on the NIMDTA website.
- (b) The normal working week will comprise of 10 sessions: 9 clinical sessions and 1 educational session in practice, pro-rata for Less Than Full Time employees. Research trainees will complete 6 sessions: 5 clinical sessions and 1 educational session. During the remaining 4 sessions the Trainee will undertake research. This arrangement may vary according to arrangements in the practice.

Throughout the training year a programme of educational sessions will be organised by the Programme Directors. Attendance at these sessions will be facilitated by a reduction

in clinical sessions. A degree of flexibility may be required from time to time in order to meet your training needs and this will need to be agreed with your employer.

(c) You are an integral part of the practice team and are expected to avail of all workplace based learning opportunities.

(d) (i) Out of Hours: the GP Trainer will ensure that you have completed the necessary Out of Hours experience in line with Chapter 7 of the RCGP Curriculum, 'Care of Acutely Ill People' and that you have recorded this in your e-portfolio. This evidence will also be taken into account in considering your progression in training (Annual Review of Competency Progression Panel). The trainer should 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 following attendance at any required induction. Out of Hours training should be completed in sufficient time prior to the ARCP Panel. It is your responsibility to book and attend the required Out of Hours sessions within this window.

(ii) You will be required to undertake sufficient Out of Hours experience to gain and demonstrate the required competencies. As a *minimum* this should include a benchmark of 72 hours during St3 and 36 hours during St2. Out of hours experience should be achieved across the training period in ST2 and ST3 in order to show progression in training to the ARCP panel. Research trainees should also complete 72 hours of Out of Hours Training. The Deanery has produced guidance on Out of Hours training which is available on the NIMDTA website.

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

(i) A minimum of 60% of normal working week to be worked (including tutorials and protected educational time each week).

(ii) 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'. The Out of Hours component of training when Less Than Full Time is pro rata that of a Full Time trainee.

(iii) Should arrangements alter in your training post, for example opting out of all or part of a rota for health or other reasons, you must inform NIMDTA that your post has been re-configured so that a review of the training component is undertaken to ensure it meets

the standards required by the RCGP to contribute to a CCT in General Practice. Failure to do so may result in all or part of your time in a re-configured post not contributing over all to your training.

(iv) On occasion, such as unforeseen events in a practice and due to circumstances outside NIMDTA's control it may be necessary to re-locate a trainee in an alternative post to ensure the standards by the RCGP for GP training are met dependent in available posts at the time.

(v) All arrangements relating to LTFT training are subject to approval by the Director of Postgraduate GP Education. LTFT training posts can only be approved for GP Training on receipt of the LTFT Programme Form.

9. LEAVE

9.1 Annual leave

Trainees on StR Point 03 or below of the pay scale are entitled to twenty five days paid annual leave per annum for full time employment, while trainees on StR Point 04 or above of the pay scale are entitled to thirty days paid annual leave per annum for full time employment.

Reasonable notice must be given of your intention to take leave. You must discuss the proposed dates with the GP Trainer and agree them well in advance of the leave. Such agreement will not be unreasonably withheld. If you have exceeded leave entitlement at the date of leaving the practice, for whatever reason, NIMDTA 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.

9.2 Bank and public holidays

Subject to the provisions of this paragraph, you are entitled to the bank and public holidays as taken by the practice in which you are employed.

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 Less Than Full 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.

9.3 Study leave

- (a) A study leave allowance of 30 days approved study leave will apply. This will include attendance at a day release course, on full pay and allowances during the period of twelve months in the practice and pro rata for shorter periods or Less Than Full Time training. Study leave requests may be agreed between you and your GP Trainer subject to approval by the Director of Postgraduate General Practice Education in accordance with the GP Study Leave Policy.
- (b) Attendance at nominated day or half day release courses is a condition of employment.

9.4 Sick leave

- (a) If you are absent due to sickness and provide proper notification, payment will be made in accordance with the terms and conditions set out in the GP Trainee Handbook.
- (b) Any payment under the statutory sick pay scheme will be offset against your entitlement as stated in (a) or (b) above.
- (c) **You must notify the GP Trainer of any absence due to sickness on the first day of sickness and comply with the procedure for reporting sick absence within the training practice. In addition a trainee must report their sick absence to NIMDTA, by 9am on the first day of absence and forward copies of sick lines to the HR Department.** Failure to do so may delay the payment of salary and affect training. If a period of absence continues beyond three days, a self certificate must be submitted. Absence beyond seven days must be covered by a certificate signed by another medical practitioner.
- (d) You should register with a local GP for medical care and should not be registered with your training practice.
- (e) Absence of greater than 2 weeks per calendar year will affect your CCT date in accordance with the RCGP policy 'Absence from training and additional training requirements'. The decision, in regard to the length of further training, will be made by the Director of Postgraduate GP Education after consultation with your GP Trainer and the RCGP to ensure the statutory requirements for a CCT in General Practice are met.

9.5 Maternity/paternity leave

As outlined in the Terms and Conditions in the GP Trainee Handbook.

9.6 Dependant, parental and adoption leave

As outlined in the Terms and Conditions in the GP Trainee Handbook.

10. PENSION

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

11. NOTICE OF TERMINATION OF EMPLOYMENT

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

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

Should there be a requirement for any prolonged absence from training, for example, maternity leave, notification by the trainee should be in line with the statutory guidance in these circumstances.

12. LOCATION AND DUTIES

- (a) The GP Trainer undertakes to teach and advise you on all matters appertaining to general medical practice and offers employment to further this purpose.
- (b) You will be required to work at the surgery premises as stated above. You may also be required to work at 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 Training post (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) The GP Trainer, a nominated GP partner or other appropriate GP principal or salaried GP, undertakes to be available for advice, either personally or through a nominated partner, when you are on duty.
- (f) You are required to care and be responsible for, maintain and, if necessary, replace and return at the end of the training period any medical equipment or supplies made available to you by the GP Trainer during your employment.
- (g) Complaints: If you are required by your GP Trainer 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. You must inform NIMDTA of your involvement in any substantive complaint or adverse incident.
- (h) Reasonable expenses of travel and subsistence will be met and wherever possible reasonable notice will be given.

13. PROFESSIONAL REGISTRATION AND INDEMNITY

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

- (c) The partners confirm that they all hold full registration with the General Medical Council and that their membership of a recognised medical defence organisation is commensurate with their professional responsibilities. They undertake to ensure that they will maintain such registration and membership from year to year.
- (d) Failure to maintain full General Medical Council registration or commensurate defence organisation membership, including suspension or erasure from the register and the imposition of conditions on your registration, will entitle the partners to suspend you and to instigate the disciplinary procedure.
- (e) Trainees must ensure they are included on the Northern Ireland Performers List prior to working in General Practice. This is a legal requirement.

14. FEES

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

15. OUTSIDE ACTIVITIES

- (a) With the agreement of your GP Trainer, 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. You must comply with European Working Time Regulations.

Any medical duties or appointments outside the practice area must not compete with the GP Trainer'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. Consent does not imply any responsibility by the partners for your acts and omissions in the course of such activities. You are advised to ensure that your membership of a recognised medical defence organisation is commensurate with these activities.

- (b) If you are elected to represent other GP Trainees on recognised bodies 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 GP Trainer to each absence from duty but consent shall not be withheld unless there are exceptional circumstances in the reasonable opinion of the GP Trainer. You should wherever possible inform your GP Trainer 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. Absence of greater than 2 weeks per calendar year will affect your CCT date in accordance with the RCGP policy 'Absence from training and additional training requirements'.

16. 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 GP Trainer, of the partners, of the patients and all matters connected with the practice. This obligation shall continue even after the contract of employment has ended. A breach of this requirement will be regarded as gross misconduct and as such will be grounds for dismissal, subject to the provisions of the disciplinary procedure.

17. RECORDS

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

18. PROHIBITED ACTS

You will not:

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

19. 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 GP Trainer with satisfactory evidence of compliance with such requirements
- (d) Claim mileage, necessarily incurred, on a monthly basis in relation to attendance at educational sessions and for mileage incurred from the practice for the purpose of home visits. Mileage is not claimable from your home to practice and practice to home. In exceptional circumstances if journey distance from home to practice exceeds 40 miles you can claim excess mileage. Likewise if journey distance from practice to home exceeds 40 miles you can claim excess mileage.

The mileage allowance rates are in accordance with the Schedules to Direction to Strategic Health Authorities Concerning GP Registrars (2003) with amendments 2007. The full schedule to the Direction is available on the NHSE website:

<https://www.nhsemployers.org/pay-conditions/pay-conditions-469.cfm>

20. TRAINING ASSESSMENT

- (a) You are required to undertake certification assessment (MRCGP), and abide by the regulations as laid down by the appropriate assessing authority within your 3 year training programme
- (b) You are required to register with:
 - Royal College of General Practitioners certification unit

21. REVIEW OF PROGRESS

Time will be set aside with your GP Trainer on a regular basis to discuss/review your progress with your training. Adequate notice will be given prior to this review and it is an opportunity to discuss the job and other matters of concern or progress.

22. 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. 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) Hazards may include: medical instruments, the disposal of waste materials, which may be sharp, contaminated or both, contact with infectious diseases etc

You must report any accident immediately to the GP Trainer 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 Northern Ireland prohibits smoking in all enclosed public spaces.

23. 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 GP Trainer or NIMDTA 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 GP Trainer and NIMDTA, before commencing your duties:

- (a) any suspension for whatever cause, from your contracted duties with previous employers or other contracting parties, such as health authorities or primary care organisations, and the cause thereof, whether or not any disciplinary proceedings followed;
- (b) any disciplinary sanctions (including dismissal) imposed upon you by previous employers or contracting bodies and the cause thereof. For the sake of clarity, this shall include any findings of a breach of the GP terms of service under the NHS (General Medical Services) Regulations (or equivalent) as amended from time to time.
- (c) any sanctions imposed upon you in the past by the GMC including any which have a continuing effect, such as conditions placed upon your registration, and any interim suspension from the register prior to further proceedings being considered;
- (d) any sanctions imposed upon you by foreign regulatory bodies comparable to the GMC, if you have worked abroad;
- (e) any GMC proceedings pending at the time of your application for this post or prior to the commencement of your duties with the partners.
- (f) any sanctions applied by a previous contractor or employer.

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

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

If you do not agree to such checks being made this will entitle the GP Trainer to terminate your employment by appropriate written notice.

You are further required to report to the GP Trainer:

- 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 GP Trainer;
- any convictions, cautions or alleged offences with which you are charged (including traffic offences) while you are an employee of the GP Trainer;
- 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.
- any unresolved complaints or unresolved incidents in which you have been involved.

24. DISCIPLINARY, GRIEVANCE AND BULLYING AND HARASSMENT PROCEDURES

These procedures are available from your practice.

25. PERSONNEL POLICIES AND WORKING PROCEDURES

Personnel policies and procedures apply in this practice and can be seen on request to the practice manager.

I Dr (Name) and Dr (Employer) have understood and agree to honour the terms and conditions set out in this contract of employment.

Employee Signature: _____

Date: _____

Employer Signature: _____

Date: _____