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## Contractual guidance for GPs working in non-standard roles



Increasingly GPs step beyond the conventional boundaries of general practice to forge diverse careers that suit their interests, expertise and skills. Apart from the standard practice setting, GPs can work for CCGs (clinical commissioning groups), LMCs (local medical committees), universities, training bodies, trusts, private providers of NHS care, NHS England, and private practices to provide solely private care, to name a few.

It is important for GPs engaging in these roles to be aware of their rights and check that the employment offer and their working arrangements are fit for purpose. With this guidance the BMA attempts to help ensure that all GPs receive appropriate employment terms and conditions regardless of their employer. However, this cannot replace the expert and confidential advice on individual employment issues that GPs can obtain from the BMA.

This is available as part of BMA membership by [contacting the BMA](#) or using the [employment contract checking service](#) that is offered.

## Checklist for GPs

- Do you know what type of work you will be undertaking, and the specifics of your role?
- Will you be employed, self-employed, or work as an 'office holder'?
- Do you have a contract?
- Have you agreed your salary?
- Have you agreed your pension arrangements?
- Is your employer part of the NHS pension scheme?
- Is time set aside during your normal working hours to prepare for your NHS GP appraisal?
- Have you agreed your hours?
- Do you have a job plan?
- Have you agreed and checked provisions for:
  - Annual leave and pay?
  - Sick leave and pay?
  - Maternity/paternity/adoption/shared parental leave and pay?
  - Study/professional leave and pay?
  - Dismissal and redundancy?

## Things to discuss before committing to a role

- Ask to be shown around the place of work and meet the other staff to get an idea of the new working environment.
- Discuss in advance the type of work you will undertake and the specifics of your role
  - Enquire about any management, leadership, or supervision responsibilities as part of your role. If there is any of the above involved, ensure that there is allocated time for it within your job plan.
- Discuss what career development opportunities are available to you.
- Determine whether you will be employed, self-employed, or work as an ‘office holder’
  - Further information on this available in the next section and a general guide on this can be accessed at [HMRC’s guidance](#) and the [Employment Status Indicator](#). However, **it is advisable to consult on this matter with the BMA and accountants.**
- Agree your salary and ensure this is written into your contract of employment
  - the recommended salary range often quoted by employers states the absolute minimum for salaried GPs working 9 sessions per week. Ensure your salary reflects your role’s level of responsibility, your experience, your qualifications, the level of leadership, the degree of scrutiny and risk associated with any particular position. You must also ensure there is pay parity with other doctors performing the same duties as you in the organisation. You can access guidance on how to negotiate you salary [here](#) and please [contact the BMA](#) for individual advice.
  - Your salary should be uplifted annually, to at least reflect cost of living increases. The mechanism to be used for determining an annual uplift should be set out in your written contract of employment.
  - Bonus entitlements should ideally be set out in the contract of employment or a separate document so that both parties are clear as to the nature of the entitlement and how any such scheme will operate.
  - Check the pension arrangements (Chapter 20 of the [salaried GP handbook](#) provides extended information on retirement age, the NHS pension scheme and personal pension plans).

The table below outlines the contribution rates applicable to all members from 1 April 2015:

Tier	Full time pensionable pay used to determine contribution rate	Percentage contribution
1	Up to £15,431.99	5%
2	£15,432 – 21,477.99	5.6%
3	£21,478 – 26,823.99	7.1%
4	£26,824 – 47,845.99	9.3%
5	£47,846 – 70,630.99	12.5%
6	£70,631 – 111,376.99	13.5%
7	£111,377+	14.5%

- Agree on what a working week/hours of work/length of session will be.
- Ensure you are given either a written statements of particulars, or a written contract of employment, within two months of starting work.
- Ensure that your written contract of employment contains satisfactory terms and conditions (see the next section of this guidance for ‘things to look out for in your contract’).
  - The BMA recommends that terms at least as favourable as the model salaried GP contract should be offered in all instances, regardless of the employer. As you will be employed alongside doctors from different care settings (i.e. secondary care), you need to ensure that they are not contractually disadvantaged and that the employment and pay offer is equal.
  - If you are a BMA member, the BMA will [check your employment contract](#). This is a particularly important service for all GPs, who are encouraged to take advantage of it before signing an employment contract.

## Determining your employment status

Employed and self-employed GPs are normally distinct in terms of their contractual arrangements, responsibilities and rights in relation to their employers and contractual providers. It is vital for GPs and their employers to give serious consideration to this, as the distinction can become blurred when someone is in a self-employed arrangement on a long-term basis. Equally, GPs who are self-employed in one role (e.g. as a partner or locum) may be employed in another role as part of their overall portfolio of work.

For tax and national insurance contribution purposes, there is no statutory definition of a contract of service (employment) or of a contract for services (self-employment). Case law relating to tax and employment status provides a number of key characteristics which can assist in determining an individual's employment status as employed or self-employed, as neither the length of a particular engagement nor the presence or absence of a contract of service can determine the employment status on their own. It is important to note that an individual's employment status can change over time as the engagement might progress or change.

A general guide as to whether your work is likely to be classified as employment or self-employment can be accessed at [HMRC's guidance](#) and the [Employment Status Indicator](#).

A person who's been appointed to a position by a company or organisation but doesn't have a contract or receive regular payment may be an office holder. Office holders are neither employees nor workers. However, it's possible for someone to be an office holder and an employee if they have an employment contract with the same company or organisation that meets the criteria for [employees](#).

Someone is likely to be an office holder if most of these statements apply to them:

- there is no contract or service agreement relating to their appointment.
- their duties are minimal, and are only those required under the relevant statute, constitution or trust deed.
- they don't get a salary or any other form of regular payment for their services.
- the only payment they get is a voluntary payment (honorarium), regardless of the work they do – tax and National Insurance are deducted by the appointing body.
- they're effectively working as an independent officer, and are not under the close supervision or control of the appointing body.

Determining your employment status is often not straightforward and **it is advisable to consult on this matter with the BMA and accountants.**

## Things to look out for in a contract

### Hours of work

- Information on changing hours of work is available [here](#), and information on reasonable requests to work flexibly can be accessed [here](#)
- There is a statutory 48-hour limit for an average working week that all employees can take advantage of. If you wish to work above the limit of 48-hours per week, then you can opt out by signing a waiver form and forwarding this to your employer. However, the employer cannot force you to opt out of the 48-hour maximum
- It is advisable to agree how any overtime will be rewarded, and to set this out clearly in the written contract of employment
- It is also advisable to discuss work undertaken during antisocial hours. The model salaried GP contract has no provision for this, but SAS and consultant contracts do. We would advise members to request that remuneration for work undertaken during antisocial hours is enhanced
- For more information on hours of work and job planning, see chapter 8 of the [salaried GP handbook](#).

### Annual leave entitlement

- All workers are entitled to at least 5.6 weeks paid leave, which includes bank and public holidays, and is reduced on a pro rata basis for those working part time
- The entitlements received by those employed under the model contract (further information on this are available at chapter 9 of the [salaried GP handbook](#)) will be a good point of reference in negotiating holiday leave and pay entitlement.

### Maternity, sick, and adoption leave and pay

- The model salaried GP contract offers enhanced protection and benefits regarding annual leave and maternity/sick/adoption leave and pay
  - It is advisable to negotiate to receive provisions at least equivalent to those in the model salaried GP contract. Further information on the model contract entitlements can be accessed [in chapters 12-16 of the salaried GP handbook](#).

### Zero-hour and key-time contracts

- Zero-hour contracts do not specify the number of hours an employee will be required to work. It is advised to avoid the use of such contracts as they offer no security in terms of tenure or rights to kinds of leave.

### Unauthorised deductions from wages

- Any salary deductions must be legally authorised, e.g. tax and national insurance, and put into your contract with a written explanation or agreed in writing before they are made
- There are some exceptions, for example, if you have been overpaid by mistake or have not worked because you have taken part in industrial action.

### Changes to contracts

- The employer is required to provide you with written notification of whenever a change is made to one of the written statement particulars at the earliest opportunity or, at the latest, within one month of the change occurring. This notification must contain explicit details of the change
- Changes in sick leave and pay entitlement, pensions, disciplinary and grievance procedures can be made by referencing some other document which is reasonably accessible
- Changes in the entitlement to termination notice may be given by reference to relevant legislation
- Changes must have been negotiated and agreed between the employer and the GP.

### Re-employment on new terms and conditions

- If changes to a contract cannot be agreed, an employer might attempt to end a contract and re-employ someone on new terms and conditions. Employers must follow the legally required redundancy procedures in England, Wales and Scotland, and the statutory minimum dismissal in Northern Ireland
- If someone is dismissed and re-employed, they may be able to take a case to a tribunal and claim breach of contract or unfair dismissal
- If it is suggested that the terms of your contract will be changed or that an agreement is not possible, then you are advised to contact the BMA immediately for individual expert advice.

### Job Plan

- You should ask and develop collaboratively with your employer. The job should specify the hours that you work each day and to set out:
  1. Daily duties
  2. Administrative work to be undertaken
  3. Any specific specialist roles, such as training and mentoring
  4. Time for team meetings and CPD (continuing professional development)
  5. Statutory requirement for rest breaks
  6. Time off to perform and prepare for the compulsory appraisal and revalidation of your NHS role

The [salaried GP handbook](#) offers further information on job planning and examples of job plans.

### Reckonable and accountable service

- The concept of 'continuity of service' is important in terms of the employment rights you are entitled to. Employees are advised to [contact the BMA](#) with questions as to how continuity of service is calculated at the earliest opportunity
- The [Salaried GP Handbook](#) provides information on what constitutes continuous NHS employment.

### Dismissal and redundancy

- Dismissal is when your employer ends your employment. You must be given at least the notice stated in your contract or the statutory minimum notice period, whichever is longer, however, there are some situations where you can be [dismissed immediately](#) – eg for violence
- Redundancy is a form of dismissal from your job. It happens when employers need to reduce their workforce. If you're being made redundant, you might be eligible for certain rights (including redundancy pay, notice period, a consultation with your employer, the option to move to a different job etc)
- Chapter 17 and 18 of the [salaried GP handbook](#) offer detailed advice on the termination of contracts and redundancy. If you are in a situation in which you may or are dismissed you should contact the BMA immediately.

## Comparable contracts

GPs working in settings other than GP practices may undertake work which is comparable to other types of doctor in that setting. In these cases, the BMA recommends that the GPs negotiate equal terms to these other types of doctor, when these terms are more favourable than the terms of the model salaried GP contract. For example, some comparable roles with more favourable contractual terms include:

Provision	Provision in model salaried GP contract (see contract <a href="#">here</a> )	Provision in consultant contract (see contract <a href="#">here</a> )	Provision in specialty doctor contract (see contract <a href="#">here</a> )	Provision in junior doctor contract (see contract <a href="#">here</a> )
Annual leave	<ul style="list-style-type: none"> <li>– Min. 30 working days</li> <li>– In addition, 10 statutory and public holidays</li> </ul>	<ul style="list-style-type: none"> <li>– 6 weeks</li> <li>– In addition, 10 statutory and public holidays</li> <li>– 2 additional days of annual leave after 2 year's of service</li> </ul>	<ul style="list-style-type: none"> <li>– 5 weeks plus 10 public holidays</li> <li>After 2 years' service:</li> <li>– 6 weeks</li> <li>– In addition, 10 statutory and public holidays</li> </ul>	<ul style="list-style-type: none"> <li>– 27 days on first appointment to the NHS</li> <li>– 32 days after five years' NHS service</li> <li>– In addition, public holidays</li> </ul>
Sick pay	<p>'Sick leave entitlement'</p> <ul style="list-style-type: none"> <li>– 1st year of service: 1 months' full pay; 2 months' half pay</li> <li>– 2nd year of service: 2 months' full pay; 2 month's half pay</li> <li>– 3rd year of service: 4 months' full pay; 4 month's half pay</li> <li>– 4th year of service: 5 months' full pay; 5 month's half pay</li> <li>– 5th+ year of service: 6 months' full pay; 6 month's half pay</li> </ul>	<p>'Sick leave entitlement'</p> <ul style="list-style-type: none"> <li>– Same as salaried GP model contract</li> </ul>	<p>'Doctor sick leave entitlement'</p> <ul style="list-style-type: none"> <li>– Same as salaried GP model contract</li> </ul>	<p>'Sickness absence'</p> <ul style="list-style-type: none"> <li>– Same as salaried GP model contract</li> </ul>
Maternity pay	<ul style="list-style-type: none"> <li>– 8 weeks' full pay, less any SMP or MA receivable</li> <li>– Then 14 weeks' half pay, plus any SMP or MA receivable (providing the total amount does not exceed full pay)</li> <li>– Then 17 weeks' SMP or MA, as entitled under the statutory scheme</li> <li>– Then 13 weeks' unpaid leave</li> </ul>	<ul style="list-style-type: none"> <li>– 8 weeks' full pay, less any SMP or MA receivable</li> <li>– Then 18 weeks' half pay, plus any SMP or MA receivable (providing the total receivable does not exceed full pay)</li> <li>– Then 13 weeks' SMP or MA, as entitled under the statutory scheme</li> <li>– Then 13 weeks' unpaid leave</li> </ul>	<ul style="list-style-type: none"> <li>– Same as consultants</li> </ul>	<ul style="list-style-type: none"> <li>– Same as consultants</li> </ul>

Work during antisocial hours	N/A Additional hours and remuneration are a matter of negotiation	<p>'Premium time'</p> <ul style="list-style-type: none"> <li>– Each PA<sup>1</sup> undertaken during premium time will be reduced to 3 hours, or another timetabled PA will be reduced by 1 hour</li> <li>– Enhanced pay (time and a third) for premium time PAs longer than 4 hours</li> <li>– For a PA falling only partly in premium time, the reduction in the timetabled value of this or another PA will be on a pro rata basis; if an enhancement to payment is made this will be applied to the proportion of the PA falling in premium time</li> </ul>	<p>'Out of hours'</p> <ul style="list-style-type: none"> <li>– Each PA undertaken during out of hours will be reduced to 3 hours, or another timetabled PA will be reduced by 1 hour</li> <li>– Enhanced pay (time and a third) for out of hours PAs longer than 4 hours</li> <li>– For a PA falling only partly out of hours, the reduction in the timetabled value of this or another PA will be on a pro rata basis; if an enhancement to payment is made this will be applied to the proportion of the PA falling out of hours</li> </ul>	<p>'Weekend allowance'</p> <ul style="list-style-type: none"> <li>– An additional percentage of full time basic salary when 1 in 8 or more weekends are worked. The percentage increases in direct proportion to the frequency of weekends worked</li> </ul> <p>'Night duty'</p> <ul style="list-style-type: none"> <li>– An enhanced rate of 37% of hourly basic pay for hours worked between 21.00 and 07.00</li> </ul>
How sessions/PAs are calculated	<ul style="list-style-type: none"> <li>– Full time salaried GPs 37.5 hours</li> <li>– Calculate as 9 nominal sessions</li> <li>– Each session is 4h and 10mins</li> <li>– Requirement to agree on a job plan</li> </ul>	<p>'Job plan'</p> <ul style="list-style-type: none"> <li>– Full time job plans contain 10 PAs</li> <li>– 1 PA = 4 hours</li> <li>– PAs can be scheduled in one 4-hour block, or 2 2-hour blocks</li> </ul>	<p>'Job plan'</p> <ul style="list-style-type: none"> <li>– Full time job plans contain 10 PAs</li> <li>– 1 PA = 4 hours</li> <li>– PAs can be scheduled in one 4-hour block, or 2 2-hour blocks</li> </ul>	N/A

## Further resources

- [Working for online GP providers](#)
- [Salaried GPs working in new models of care](#)

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