



*The
GP Retainer Scheme
Handbook
October 2007*

The London Deanery

The GP Retainer Scheme

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Who's who and where to get advice

Postgraduate Department General Practice Education & Training
London Deanery
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32 Russell Square
London WC1B 5DN

Dr Rebecca Viney, Associate Director for Sessional GP CPD, leads the Scheme.

Dr Viney works mostly from home. She is accessible for advice by post, at the address above, or by email: rviney@londondeanery.ac.uk

The scheme is **administered** by :

Mrs Victoria Dennis, who works at the Deanery on Mondays, Tuesdays and Wednesdays. She can be contacted

- by post, at the address above:
- by telephone: 0207 866 3139
- by e-mail: vdennis@londondeanery.ac.uk

The GP Retainer Scheme

The GP Retainer Scheme was introduced in 1969 and remained largely unchanged until 1998, when new proposals were introduced allowing doctors on the retainer scheme to be employed in an approved practice for up to 4 sessions per week. The underlying principle of the scheme is outlined in the NHSE HSC 1999/004 (available to download from the DoH website at <http://www.dh.gov.uk/assetRoot/04/01/19/05/04011905.pdf>) which states that the purpose of the scheme is to ensure that doctors who wish eventually to return to General Practice in a more substantive post are able to keep up-to-date, retain their skills and further develop their careers. This new version of the Handbook incorporates the new minimum terms and conditions required by the new GMS contract of April 2004.

The scheme is therefore a combination of service commitment and continuing professional development, by offering the opportunity to do a small amount of paid professional work and to be involved in educational sessions. The scheme aims to facilitate the practice of medicine and career development within a protected and educationally stimulating environment.

The Retainer Scheme is managed in London by the London Postgraduate Deanery. To enter the scheme the prospective retainee will need to discuss with Dr Rebecca Viney, Associate Director. (rviney@londondeanery.ac.uk)

The GP Retainer Scheme Doctor - suitability criteria in brief

1. The doctor must have a vocational training certificate or be able to demonstrate equivalent experience.
2. There is no gender or age discrimination as to who is suitable to become a retainer scheme doctor.
3. The doctor should have well founded personal, domestic or other reasons for undertaking only limited paid employment; the Deanery will take individual circumstances into account.
4. The scheme is intended for those who wish eventually to return to a more substantive post in General Practice.
5. The doctor must hold full registration with the GMC.
6. The doctor must be on a Medical Performers List.
7. The doctor must be a member of a defence organisation.
8. The doctor should work a minimum of 1 session per week, not more than 4 sessions on average per week in general practice, and no more than 52 sessions in any one quarter.
9. The doctor may undertake a limited amount of non-GMS/PMS work, such as family planning or clinical assistant sessions or OOH work, subject to Deanery approval - normally no more than an extra two sessions per week. The scheme is not intended for those intending a career as an academic or portfolio doctor or in another sector of practice.

10. The doctor will be entitled to the pro rata FTE of one protected session per week for Continuing Professional Development (“CPD”). A doctor working only one session per week will have eight sessions of CPD as a minimum.
11. A minimum of 20 minutes a week of education should occur within the practice with the educational supervisor (see *The Educational Component of the Scheme*, p 13).

The London Deanery manages the GP Retainer Scheme in the London region. It is the Deanery’s policy to accept onto the scheme only GPs who are offered the BMA’s GP Retainer Model Contract (2005) unchanged. This is to ensure that the scheme is equitable for all GPs in London and is in accordance with the minimum terms and conditions of employment offered to a salaried GP as introduced under the new GMS contract of April 2004.

The GP Retainer Scheme Practice - suitability criteria in brief

It is important that all practices considering application to the scheme should contact Victoria Dennis or Rebecca Viney for advice as early as possible.

Postgraduate training practices will meet the criteria for hosting a retainer scheme GP, although employment of a retaineer doctor will need to be approved by the Deanery in order to ensure that the educational element of the scheme is appropriate and to ensure that the needs of the Retaineer are met.

Other practices may be approved for employing a retaineer, subject to the discretion of the Deanery. The practice will be working towards core criteria similar to the JCPTGP’s (or its successor) minimum educational criteria for training practices, over an agreed timescale. New PMETB training practice guidance is awaited.

Criteria:

1. The practice, whether PMS or GMS, must be prepared to offer the retaineer the unmodified BMA model contract of employment for the scheme.
2. All medical records and hospital correspondence must be filed in practice notes, in date order.
3. Records must contain easily discernible drug therapy lists for patients on long-term therapy.
4. 80% summaries in medical records.
Practices that do not currently meet these criteria, e.g. because they have recently taken over the lists of a failing practice, may still be approved if they can demonstrate progress toward these targets.
5. All practices must have methods for monitoring prescribing habits as part of audit, and should have a practice formulary or a prescribing list and a policy on how the list is reviewed and implemented.

6. All practices must have a library of books and journals, and internet access at each work terminal.

Educational aspects:

1. Must offer sufficiently wide range of GMS/PMS services
Must offer adequate induction
Must have available help and advice during sessions.
Must arrange for the Retainee to have a named educational supervisor (see p 14)
2. Practice must notify Deanery of any changes in premises, partnership or employment/ educational arrangements of the retained doctor.
3. If not a training practice, the educational supervisor must undertake preparation of the practice and him/herself for training and employing a retainee by (as a minimum) attending the **Introduction to Teaching in Primary Care** course:
<http://www.londondeanery.ac.uk/general-practice/courses-and-conferences>
4. The educational input must be sufficient to meet the needs of the individual retainee and must be guided by a named educational supervisor. All educational supervisors must attend one of the Deanery's **Nuts and Bolts for Educational Supervisors of the GP Retainer Scheme** courses in their first year.

The application process, for doctors and practices

The Deanery's regional information and application forms are downloadable from the Deanery website at <http://www.londondeanery.ac.uk/general-practice/sessional-gps/gp-retainer-scheme>. All correspondence and applications will be by email.

1. Practices and prospective retainees must read the London Deanery GP Retainer Scheme Handbook, and the BMA's "Focus on salaried GPs" document. All Retained GPs will be expected to have the unchanged BMA model contract for Retainees.
2. A prospective Retainee must complete and send a registration form and CV to Victoria Dennis at the Deanery. If s/he appears from these to be eligible for the scheme, s/he will be invited to the Deanery for an informal interview with Dr Viney, to discuss his/her career needs and how the scheme may meet them.
3. The prospective Retainee is informed whether s/he is eligible for the scheme and (if s/he has not already found one) is put on the list of retainees seeking posts. The Retainee should keep the Deanery in touch with developments at each step.
4. A prospective Practice must complete and send a registration form to Victoria Dennis outlining the post they have to offer. In addition, practices that have employed a retainee or FCS doctor within the last two years should complete and send a report on that doctor's educational supervision and experience during their placement. There is a form for this on the Deanery website.

5. The practice is told whether it is eligible for the scheme and (if it has not already found one) is put on the list of practices seeking Retainees. Victoria will try to match doctor and practice if appropriate.
6. When the practice and prospective Retainee are agreed that they want to work together, they download the BMA model contract and the guide to completing the model contract and ask Victoria to send them the joint application form. Each party completes their section of the application form, and they work together on drawing up a draft contract. There is a document to help in this, "The GP Retainer Scheme: completing the model contract without tears" available to download from the Deanery website.
7. Application form and draft contract to be emailed to Victoria Dennis and Dr Viney. Undergraduate teaching practices and F2 supervising practices should also send a copy of their approval letter with name and date of the visit, to provide evidence of training practice standards being approximately achieved.
8. Dr Viney will interview the prospective retainee and educational facilitator by telephone, and will suggest any changes necessary to the contract.
9. As well as checking the general standard of the practice, the Associate Director must ensure that the educational component is appropriate and the needs of the Retainee are protected. Areas s/he will cover include checking whether there will be:
 - adequate induction
 - systems in place to ensure that the Retainer receives copies of their patient results and consultant feedback from referrals
 - educational input sufficient to meet the needs of the GP
 - a named educational supervisor guiding the educational input
 - clinical supervision (by the educational supervisor or another named doctor) whenever the Retainee is working
 - CPD as laid down in Appendix II of this Handbook, and weekly educational supervision
 - an agreed Continuity of Employment plan for the end of the scheme
 - fair employment conditions, using the *unchanged* BMA model contract for Retainees
 - appropriate accommodation
10. On agreement of the job plan and educational arrangements Dr Viney will approve them.
11. An official letter of approval to the doctor and the practice will be sent, notifying them of the Deanery's decision; this will specify the dates for which the doctor is approved to the scheme and the number of sessions per week s/he is approved to do. This letter will be copied to the PCT to notify them of their obligation to reimburse the practice for these sessions.
12. The doctor is required to create a personal learning plan within 8 weeks of his/her starting date (this can be the plan from his/her PCT appraisal) and to keep a log of educational activity throughout the year.

The Deanery staff are unable to advise on issues relating to contract interpretation and employment law; anyone who has any such queries in relation to the model contract should take them to the BMA.

Practices and prospective retainees should apply together to join the scheme long enough in advance to obtain approval *before* the retainee starts work. It is *not* acceptable for the retainee to start work and only later to apply, asking for membership to be backdated and reimbursement of sessions to be made retrospectively. Membership of the scheme will not start before the date on which the approval process is finally completed.

An application can be expected to take 30 working days to process from the time a complete application is received at the Deanery; but if there are any delays in agreeing the job plan and final contract, this will delay approval and cause the start date to be put back accordingly.

Working on the Scheme

Doctors who join the scheme should expect to work in practices where a trained educational supervisor/clinical supervisor will provide regular support and works regular sessions within the practice with the Retainee. The retainee should expect to work in an efficient, well-organised working environment. The practice in turn will benefit from the input of a well-motivated doctor who keeps up to date with current practice and can contribute with other members of the practice team towards the implementation of clinical governance.

At all times during the period of employment the GP Retainee must be:

- a fully registered medical practitioner
- registered on the Primary Medical Service Performers List (previously the National Health Services Supplementary List, General Medical Services List and Personal Medical Services List) in accordance with the National Health Service (Performers Lists) Regulations 2004. (A doctor who is not yet registered on a list may begin the process of application to the scheme, but the application cannot be approved until s/he is on a list.)

Duration of the scheme

The length of the scheme is usually 5 years either continuously or intermittently. In exceptional circumstances, and at the discretion of the dean director, membership of the scheme may be extended for a year. **Retainees** are approved to the scheme for a year at a time and must apply *annually* in advance for their membership of the scheme to be re-approved. **Practices** are approved for that specific Retainee as long as that Retainee is approved, but must apply for reapproval if any major change takes place in the practice that affects the working of the practice or the individual retainee.

When the scheme comes to an end, normal employment rights will apply as with all other employees after one year of employment. Advice should therefore be sought before terminating a contract.

Failure to be approved or reapproved by the Dean Director

If either practice or retainee is aggrieved there is an appeal mechanism through the Deanery GP Education & Training Committee.

Sessions

Under the new GMS Contract a session is defined as being 4 hours and 10 minutes. This includes at least 60 minutes administrative time and dialogue with the educational supervisor/clinical supervisor at the practice. However, and if it suits their individual circumstances, the GP Retainee may work in fractions of a session, e.g. 3 hours or 5 hours. The retainee may agree to home visits and on-call responsibility, provided that this is to be completed within the agreed sessional time and is in accordance with the educational plan as agreed for the Retainee with the Deanery. The Retainee is not required to undertake any out-of-hours work, but may do so, subject to approval from the Deanery.

The sessions of work will be contained in a job plan (“sessions of work”) in Appendix D of the model contract. The job plan may be amended with the approval of Dr Viney, and the Practice, and neither party will unreasonably withhold such agreement.

The clinical supervisor should discuss the proposed duties with the Retainee and make a realistic assessment of the required workload and, with mutual agreement, ensure that it is possible to complete this within the agreed sessional time, using Appendix E from the contract as detailed below. It is subject to at least Annual Review and amendment by mutual agreement.

Model Contract Appendix E: Duties

	Hours/frequency
Surgery: Frequency of appointments Number of appointments	
Home Visits (if appropriate and agreed)	
Paper Work/Correspondence/Results	
Team Meetings-Clinical, Practice, PHCT etc	
Specialist interest area of service provided (if applicable)	
Educational: Debriefing Mentoring and Support	
Sessions of work reserved for CPD	
Private Reports/Medical Insurance etc., (where applicable and where income is retained by the employer)	
On Call Duties (if appropriate and agreed): Consider both frequency and duration.	
Other	
Total	

The number of sessions worked

Under the terms of the Scheme the minimum number of sessions that may be worked per week is 1 session, and the maximum of sessions is 52 per quarter, usually spread evenly throughout the period at 4 sessions per week. *On occasion* the weekly quota of sessions may be increased to a maximum of 6 or decreased to a minimum of 1, by mutual agreement.

Please note, however, that 1 session a week is felt to be too little to keep a GP in practice over a prolonged period of time and so is not usually approved, except in exceptional circumstances or as an interim measure. The normal minimum is 2 sessions a week.

Any significant changes to the work schedule, or an increase or decrease in the number of sessions undertaken on the scheme, requires written confirmation and prior approval from Dr Viney. A form for this is available from the Deanery.

In *exceptional circumstances* where the practice cannot offer the trainee the maximum 4 sessions the trainee may divide the sessions equally between 2 separate practices. Prior approval by Dr Viney will be required, and will necessitate the named educational supervisors/clinical supervisors of each practice to liaise and establish good lines of communication.

The practice should be able to offer the trainee a full range of general medical services in a modern GMS/PMS setting, including home visits where appropriate.

Induction

When first joining a practice a new GP Trainee must go through an adequate induction programme and be provided with a practice information pack. Essential information to include is listed in the BMA's GP Retainer contract, in Appendix B. The Practice will ensure that the GP Trainee is provided with copies of all local PCT policies and procedures, notices of local educational meetings and professional compendia. It should include a copy of the practice development plan together with a set of practice protocols with details of any local or practice health care improvement programme initiatives. A copy of the practice formulary should also be made available, with details of current prescribing aims. Time should be allowed for instruction in use of the practice IT system, use of template entries, medication review and information recording, recall of information and Links. Information regarding other practice members and attached members of the primary care team, with their areas of expertise. This list is not exhaustive and should be tailored to specific practice requirements.

Additional work

The Trainee may work additional sessions in non-primary medical services outside the practice with the prior approval of Dr Viney, for instance as a clinical assistant or GP Tutor. Work as a locum is specifically excluded and not permissible under the terms of the Retainer Scheme. As OOH work is no longer a GMS commitment, Trainees are now, in addition, also allowed to work for OOH providers.

The additional work should not exceed 2 sessions a week (1 session being 4 hours 10 minutes). This additional commitment should be reviewed annually at the trainee's annual meeting. Outside work must not conflict with the Trainee's employment obligations to the Practice.

The trainee must notify the Deanery in advance of their wish to take on any additional work, and will also need to notify their defence organisation of the additional work.

Professional expenses

Under the Retainer Scheme, the GP Retainee is entitled to a fixed annual amount towards the costs of your professional expenses, which is £310 in the London Deanery. It is paid as a lump sum upon commencement of employment and on an annual basis thereafter, whilst the GP remains a member of the Retainer Scheme. The sum is subject to deductions for tax and NIC's, but is not superannuable. This is paid via the deanery payroll and taxed at source.

Below is a table of the rates notified to the London Deanery in November 2006 by the MPS and MDU. Contact your defence organisation for precise up-to-date costs. Cover for all extra work other than the GP Retainer sessions should be discussed and agreed with the medical defence organisation on an individual basis.

	N ^o of Sessions	Fee p.a.
<i>Medical Protection Society</i>	1-2 per week	£785
	3-4 per week	£955
<i>Medical Defence Union</i>	Up to 5 per week (although it is advisable to contact the MDU for an individual quote*)	£940

NB: We were advised of the above figures in November 2006. They will change over time!

** It is essential to discuss your individual case, including any other work. Always keep your insurance company informed of any changes in your circumstances. Please note that these figures are subject to change and are only examples of two medical defence organisations. Other medical defence organisations may have different rates.*

Payment to practices

The practice is reimbursed £59.18 **by the PCT** for each full clinical session and also for each educational session as if they were consulting sessions. This reimbursement is intended to offset some of the cost to the practice of employing the GP Retainee and supporting the Retainee in their educational needs. Since July 2002 the practice is also entitled to be reimbursed the same sum per session whilst the Retainer is on leave. Types of leave include annual, maternity, paternity, adoptive, sickness (for a reasonable period as agreed by the contractor and the PCT), an emergency involving a dependent, or other pressing personal or family reasons where the contractor and the PCT agree that the absence of the member of the Doctor's Retainer Scheme is necessary and unavoidable. For parental leave the normal statutory qualifying period of one year's service with the contractor does not apply.

Payments fall at the end of the month in which the session takes place, but payments are only payable if the contractor has informed the PCT of any change to the working arrangements that may change the pay, and the contractor must inform the PCT of any leave of the doctor and the reason for the absence.

The PCTs' obligation to reimburse practices for their retainees is laid down in the Statement of Financial Entitlements, as follows:

Payments in respect of sessions undertaken by members of the Scheme

14.2 Subject to paragraph 14.2A, where—

- (a) a contractor who is considered as a suitable employer of members of the Doctors' Retainer Scheme by the Regional Dean employs or engages a member of the Doctors' Retainer Scheme; and
- (b) the service sessions for which the member of the Doctors' Retainer Scheme is employed or engaged by that contractor have been arranged by the local Director of Postgraduate GP Education,

the PCT must pay to that contractor under its GMS contract £59.18 in respect of each full session that the member of the Doctors' Retainer Scheme undertakes for the contractor in any week, up to a maximum of four sessions per week.

Provisions in respect of leave arrangements

14.2A The PCT must pay to the contractor under its GMS contract any payment payable under paragraph 14.2 in respect of any session which the member of the Doctors' Retainer Scheme is employed or engaged to undertake but which that member does not undertake because they are absent due to leave related to—

- (a) annual holiday up to a maximum number of sessions annually equivalent to 6 weeks' worth of arranged sessions for the member of the Doctors' Retainer Scheme;
- (b) maternity, paternity or adoption, in accordance with the circumstances and for the periods referred to in Section 9 (payments for locums covering maternity, paternity and adoption leave);
- (c) parental leave, in accordance with statutory entitlements (except that the normal statutory qualifying period of one year's service with the contractor does not apply);
- (d) sickness, for a reasonable period as agreed by the contractor and the PCT;
- (e) an emergency involving a dependent, in accordance with employment law and any guidance issued by the Department of Trade and Industry;
- (f) other pressing personal or family reasons where the contractor and the PCT agree that the absence of the member of the Doctors' Retainer Scheme is necessary and unavoidable.

Payment conditions

14.3 Payments under this section are to fall due at the end of the month in which the session to which the payment relates takes place. However, the payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must inform the PCT of any change to the member of the Doctors' Retainer Scheme's working arrangements that may affect the contractor's entitlement to a payment under this section;
- (b) the contractor must inform the PCT of any absence on leave of the member of the Doctors' Retainer Scheme and the reason for such absence;
- (c) in the case of any absence on leave in respect of which there are any matters to be agreed between the contractor and the PCT in accordance with paragraph 14.2A above, the contractor must make available to the PCT any information which the PCT does not have but needs, and which the contractor either has or could be reasonably expected to obtain, in order to form an opinion in respect of any of the matters which are to be agreed between the contractor and the PCT;
- (d) the contractor must inform the PCT if the doctor in respect of whom the payment is made ceases to be a member of the Doctors' Retainer Scheme, or if it ceases to be considered a suitable employer of members of the Doctors' Retainer Scheme by the Regional Dean.

14.4 If a contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any payment otherwise payable under this Section.”.

The original document can be found in full here (it's on pages 15-16 of 34):

http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsLegislation/DH_062647

Annual reapproval

Approval to the Scheme is granted for a year at a time. Every year the Retainee must submit an application for renewal, on a form available from the Deanery administrator or downloadable from the Deanery website, accompanied by a personal development plan or form 4 of their appraisal, with their education log for the past year and an up to date job plan. (see page 9). The Deanery administrator will normally send a reminder at least 2 months before the renewal application is due.

Maternity leave

Retainees continue to be members of the scheme while on maternity leave, and the time on leave is counted towards the retainee's cumulative "time on the scheme". The Retainee must inform the Deanery of the dates of any such leave. If the Retainee's annual renewal falls due while she is on maternity leave, she must complete and send a renewal application as usual, but need not submit a personal development plan; submission of this may be postponed until a month after the Retainee returns to work and has had time to assess her current learning needs. The practice should provide the Retainee with an induction on her return to work, the content of which should be tailored to take account of how long the leave has been and any changes in the practice during her absence.

Altering the number of sessions worked on the Scheme

A GP retainee who wants to increase or decrease the average number of sessions worked on the scheme must seek approval to do so *in advance* by sending in the relevant form and discussing with Dr Viney (the form is available to download from the Deanery website). On approval the appropriate PCT will be notified of the change.

Moving to another Practice in the Scheme

If a retainee decides s/he wants to leave the practice to which s/he has been approved and go to work as a retainer at another practice, s/he should inform the Deanery *as soon as possible* of his/her intention, explaining the reason for wanting a move and details of the proposed new practice and working arrangements. After discussion, if a move seems desirable and the new practice seems likely to be suitable, the Deanery will ask the doctor and new practice to submit a joint application for approval. If all proves satisfactory the Deanery will authorise the new arrangement and notify the retainer and the PCT of its approval. The Retainee does not need to send in a new education log, PLP etc (unless s/he is due to do so); annual renewal will take place at the usual time.

Retainees and practices should note that it is *not* acceptable to make a move except with the Deanery's approval. Retrospective approval will not be given.

Leaving the Scheme

Retainers who wish to leave the scheme are requested to complete a short form (available from the scheme administrator and the Deanery website) giving the date that they plan to stop working as a Retainee, and in broad terms their reason for leaving (e.g. “going back into full-time practice”, “becoming part-time partner”, “moving out of London”). This form provides us with information on the outcomes of the scheme and enables the Deanery to notify the PCT that the practice will no longer be claiming reimbursement for that retainee.

The Educational Component of the Scheme

- Each GP Retainee has a practice educational supervisor, whom the GP meets with weekly in protected time. A log should be kept of the dates of these meetings and a brief note of the subjects covered.
- Each GP Retainee will submit a Personal Development Plan, agreed with their educational supervisor, to the Deanery within three months of initial approval, and will submit their PDP annually thereafter together with an annual learning log. However, we suggest that Retainees who have been appraised may wish to submit their form 4 instead of a PDP with the learning log.
- The GP Retainer Contract contains provision for one session of CPD for every eight clinical sessions worked. This provision is in line with the salaried GP contracts within new GMS.
- The GP Retainee is therefore entitled to the pro rata full time equivalent of one protected session per week for Continuing Professional Development (CPD). Even a GP temporarily working only one session a week will be entitled to a minimum of 8 sessions of CPD per year.
- Leave is to be taken to attend CPD, or if it occurs at a time when not normally working, can be taken as time off in lieu.
- Personal Development Plans for Retainer Scheme GPs should be locally agreed dependent upon the needs of the individual GP and their post.

See **Appendix III** for a table showing the calculation of CPD and annualised sessions, taken from the guidance from the BMA “Focus on Salaried GPs” :

<http://www.bma.org.uk/ap.nsf/Content/FocusSalariedGps0604>

The Role of the Educational Supervisor

A named GP, who works regularly within the practice, should be appointed as the Retainee's *educational supervisor*. The rules of the scheme also require that a named *clinical supervisor* should be available during clinical sessions to provide help and advice, debrief at the end of sessions, and discuss dilemmas and interesting cases if required. In most cases the same person fulfils both the educational and clinical supervisor roles, but if the educational supervisor is not available during the retainer's clinical sessions the practice must nominate another suitable person as clinical supervisor.

Protected time should be made available for the educational supervisor and GP Retainee to meet on a regular basis at a mutually convenient time for tutorial, feedback, case discussion or other aspects of general practice that the Retainee feels is needed. This will usually entail blocking off a couple of patients' slots.

The duties of the educational supervisor

Approval to be an educational supervisor will require that the supervisor is competent and committed to the role.

Competence

The educational supervisor should be able to demonstrate:

- Their ability to write a learning needs analysis (LNA)
- Their ability to write a PLP using SMART objectives
- Their understanding of the principles of adult learning
- Their understanding of the different learning styles, be aware of their own preferred learning style and be able to explain the implications of this
- Their knowledge of the range of learning resources available to the Retainee.

They will have acquired these core competencies via formal educational training and/ or experience in an educational role. If no training/experience can be demonstrated then the prospective educational supervisor must make an undertaking to attend an appropriate course at the earliest opportunity, such as the *Teaching the Teachers* and *Introduction to Teaching in Primary Care* courses run by the Deanery.

Commitment

The educational supervisor will:

- Provide dedicated, regular educational supervision, in protected, mutually convenient time. One notional hour per month would be a reasonable minimum standard.
- Invite the Retainer to all practice based events, such as practice meetings, in-house training, away-days, and significant event meetings, *in protected time*.
- Ensure that the workload of the doctor takes into account that this is a supported, developmental post and that all members of the practice are aware of this.
- Attend the meetings to which educational supervisors are invited by the deanery to explore the aims of the scheme, and how best the practice can address these, once within the first year of having a retained doctor and every three years thereafter. These meetings explain the nuts and bolts of the Department of Health guidance to

those new to the scheme, and provide a forum for sharing ideas and answering questions that arise; they are held at least twice a year.

Evidence of the above will include structured feedback from the Retained doctor.

(This section was adapted from the Competence and Commitment document created in March 2006 by Dr Vik Mohan and colleagues at the Peninsula Institute.)

Course costs

We suggest the GP Retainee approaches the practice and/or PCT for any funding toward the expenses of fulfilling their plan. Factors to take into consideration are:

PCTs

Will fund core courses such as Resuscitation, Child Protection and target events, which they have prioritised.

Practices

Under the *Statement of Fees of Entitlement* under new GMS the practice shall ensure that for any health care professional who is –

(a) performing clinical services under the contract; or

(b) employed or engaged to assist in the performance of such services,

.. there are in place arrangements for the purpose of maintaining and updating his skills and knowledge in relation to the services which he is performing or assisting in performing.

The full SFE document is here: www.dh.gov.uk/assetRoot/04/06/71/92/04067192.pdf

Contractual Issues

Retainees are by definition employees. It is a statutory requirement for an employee to have a contract of employment. The BMA has produced a model contract for the GP Retainer Scheme, which is in line with the minimum terms and conditions of employment for salaried GMS performers set out in the new GMS contract April 2004. The GMS employer may not offer employment on terms and conditions which are less favourable to those contained in the 'Model terms and conditions of service for a salaried general practitioner employed by a GMS practice'.

The Retainee is entitled to expect terms and conditions of employment similar to all other employed doctors and as such is covered by the provisions of employment law, including the right to trade union membership, protection against unfair dismissal and discrimination on grounds of sex, race or disability, or part time employment – this last by the Part-Time Worker (Prevention of Less Favourable Treatment) Regulations 2000.

The Model Contract

The London Deanery requires that any practice employing a GP retainer must use the BMA's model Retainer Scheme contract, **which must be unchanged**. This is to ensure parity and conformity across the London region for all Retainees. GP Retainees may not start in post until Dr Viney has approved the Retainee to the Practice, and has seen that there is an unchanged model contract in place with appropriate appendices.

As the model contract is expected to change in detail from time to time, it is not printed here, but it is obtainable to download from the BMA website at this URL:

<http://www.bma.org.uk/ap.nsf/Content/contractretainerGP>

The Deanery staff are unable to advise on issues relating to contract interpretation and employment law; anyone who has any such queries about the model contract should take them to the BMA. However the BMA's "focus on salaried GPs" document is invaluable in understanding employment law and the minimum terms and conditions of the contract.

<http://www.bma.org.uk/ap.nsf/Content/FocusSalariedGps0604>

The Deanery has also created a document to explain how to complete the appendices of the contract, as it is best to clarify these issues right from the start. This document, ***Completing the model contract for the Retainer Scheme***, is downloadable from the Deanery website.

Continuity of Service

Service continues to accrue during periods of paid and unpaid leave. When assessing entitlement to annual, sick, special, maternity, paternity, adoptive and parental leave, length of service will be deemed to include previous NHS service, provided there was not a break in service of more than 12 months. However, a break in service will be disregarded (but not count as a period of previous NHS service) when it falls into one of the categories in Appendix C of the contract. For the purposes of this clause, the commencement date of continuous service is to be contained in Appendix A of the contract.

Please seek advice before agreeing to this date. It is important that this date is correct as it may at a later date be of great significance.

Rates of Pay

The rate of pay is a matter of negotiation between the GP Retainee and the employer. (See Appendix I for current information.)

It would be unreasonable to expect a salaried GP to undertake significant extra duties outside their normal contracted hours without additional remuneration.

In agreeing the salary for the first year of employment, relevant considerations include (without limitation):

- a. the salary range recommended by the Doctors' and Dentists' Remuneration Body ("DDRB") for salaried General Medical Practitioners, which your salary will not be below.

- b. equivalent service;
- c. special experience or qualifications;
- d. service in HM forces or in a developing country;
- e. local job market requirements
- f. time working as a GP, whether in GMS or PMS
- g. geographical considerations.

The salary will be increased annually in accordance with the recommendation of the DDRB for salaried General Medical Practitioners. Pay increases will be backdated to the date of the recommendation.

The Retainee will be reimbursed for travelling, private vehicle use and telephone expenses in accordance with the Whitley Council Handbook.

Practice Meetings

The GP Retainee is entitled to attend and participate in regular practice meetings relating to education and clinical governance. The Retainee may be invited to attend meetings on practice business matters. Reasonable notice will be given of such meetings. If such a meeting is attended outside the sessions of work, the Retainee may elect to be remunerated on a sessional basis, or to take time off in lieu.

Appraisal funding

Both GMS and PMS practices receive funding for the appraisal of *all* GPs in their practices; GP retainers should not be asked to undergo appraisal in their own time. If the appraisal takes place outside normal hours, they should receive time off in lieu.

In November 2004 the English Department of Health issued guidance on appraisal funding, which can be found at:

http://www.dh.gov.uk/PublicationsAndStatistics/Publications/PublicationsPolicyAndGuidance/PublicationsPolicyAndGuidanceArticle/fs/en?CONTENT_ID=4091440&chk=n6A4V3

The GPC has issued notes on the DoH's guidance, which can be found at:

<http://www.bma.org.uk/ap.nsf/content/FundingAppraisalSalariedGPs0405#AppraisalfundingforsalariedGP>.

Annual leave

Annual leave entitlement is 6 weeks. It is the intention of the scheme that GP retainees should be allowed to take their holiday entitlement at times that are suitable for their personal circumstances, for example during school holidays, and should not be a matter of competition with the partners in the practice.

Bank Holidays

The Retainee is entitled to the pro-rata full time equivalent of 10 days (which includes NHS days and statutory bank holidays).

Maternity/Paternity/Adoption/Parental Leave

The following passages are extracted from the BMA's *Focus on Salaried GPs*, available in full at: <http://www.bma.org.uk/ap.nsf/Content/FocusSalariedGps0604>.

Maternity leave benefits

Statutory minimum leave and pay

All employees are statutorily entitled to 26 weeks' ordinary maternity leave, regardless of how long they have worked for their employer. Maternity Allowance (MA) will be payable (subject to the employment and earnings criteria test), with Statutory Maternity Pay (SMP) payable if the qualifying criteria for it are met. For general details on the qualifying criteria, please see websites listed below, or for more detailed guidance please contact AskBMA. In addition employees who have completed 26 weeks' continuous service by the beginning of the 14th week before the expected week of childbirth are entitled to 26 weeks' additional maternity leave.

Where an employee's baby is born on or after 1 April 2007, they will be statutorily entitled to additional maternity leave (regardless of length of service), with SMP and MA payments extended to 39 weeks.

Provisions for salaried GPs employed by a nGMS practice or PCO on or after 1 April 2004, or using the minimum terms and conditions for salaried GPs (the Model)

Under the minimum terms and conditions of the Model for salaried GPs, salaried GPs will be entitled to the provisions of the General Whitley Council (GWC) Handbook (Section 6). While the GWC handbook no longer applies to non-doctor NHS employees, it is still applicable in this context as it is explicitly referred to in the minimum terms for nGMS and PCO-employed GPs.

The most recent changes to the maternity leave arrangements of the General Whitley Council benefits were identified in the Department of Health's Advance Letter (GC) 1/2003, which is available on the DoH's website

(www.dh.gov.uk/en/Publicationsandstatistics/Lettersandcirculars/Advancedletters/DH_4062467).

Section 6 of the General Whitley Council Handbook is attached to the letter and explains the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme. However, it must be noted that our legal view is that where there is any inconsistency between the GWC Handbook requirements and the provisions of the Model contract, then the Model contract may prevail.

In summary:

- a salaried GP working full-time or part-time will be entitled to paid and unpaid maternity leave if she has 12 months of NHS continuous service at the beginning of the eleventh week before the expected week of childbirth
- the amount of contractual maternity pay receivable is as follows:
 - for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance receivable
 - for the next 14 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance receivable providing the total amount does not exceed full pay
 - for the next four weeks, the employee will receive the standard rate of Statutory Maternity Pay or Maternity Allowance.
- with prior arrangement of the employer the entitlement may spread differently across the maternity leave
- employees will also be entitled to 26 weeks of unpaid leave
- to be eligible for the above benefits a doctor must fulfil certain notification requirements before the end of the 15th week before the expected date of childbirth

In terms of what counts as service with an NHS employer, our legal view is that paragraph 1.7 of the model contract means that previous service as a GP principal, salaried GP or locum working under a GMS, PMS or APMS contract should be classed as NHS service.¹ Work for a PCO and NHS hospital certainly counts as NHS service.

¹ The views of the GPC lawyer are based on expert opinion and confirmed by an external firm of lawyers. Please be aware however that because of the wording of the model contract it is not possible to give a definitive view.

For the purposes of calculating whether a salaried GP meets the 12 months of continuous service qualification, if a doctor has a break in service (i.e. has not done any NHS work) for over three months in the preceding 12 months then the calculation of the continuous service must start again. However, the following breaks in service are disregarded (but not count as service):

- break in service of three months or less
- absence due to maternity, paternity or adoptive leave (paid or unpaid) - employment under the terms of an honorary contract
- up to 12 months abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the specialty concerned
- up to 12 months (exceptionally extended by a further 12 months at the discretion of the employer) of voluntary service overseas with a recognised international relief organisation

While the GWC Handbook notes that NHS GP locum work does not count as service, our legal view is that this is inconsistent with the Model contract and thus should not be incorporated into the maternity provisions for salaried GPs. On this basis all NHS locum work will count as NHS service provided that there is no substantive break in NHS service.

It has been a grey area as to whether a salaried GP who goes on maternity leave and returns to another GP practice would be required to repay her maternity pay, less any Statutory Maternity Pay, to her original employer. Advice from the GPC lawyer is that the wording of the model salaried GP contract (reading paragraph 1.7 of the model contract and the GWC maternity provisions together) is likely to mean that if a salaried GP goes on maternity leave and returns to another GP practice or NHS employer then she is entitled to retain her full maternity pay from her original employer. This advice is based on the expert opinion of the GPC lawyer. However, due to the wording of the model contract it is not possible to give a definitive view. The box below outlines the difficulties in giving this advice. The GPC is therefore seeking an amendment to the Model terms and conditions in order to ensure clarity for the future.

The Model refers to the maternity provisions in GWC section 6. Historically, the GWC when drafted was not intended to apply to GP practices; hence, when interpreting the definition of NHS employer for maternity pay purposes, there is a difficulty. If the definition of NHS employer under GWC does not refer to GP providers as employers, then under GWC paragraph 5.2.3 a salaried GP will not be entitled to paid and unpaid maternity leave even if she returns to the same employer. This is clearly nonsensical. Furthermore, GWC part C (which refers to continuous service) carves out a definition of NHS employer and implies that this definition, which excludes GP providers, does not apply elsewhere in the document. Due to the imprecise nature of the drafting of GWC and the lack of a clear definition of NHS employer, it would be reasonable in the circumstances to revert to the definition in paragraph 1.7 of the Model (which recognises working for a GP practice as NHS employment) and include GP providers in the definition of an NHS employer for the purposes of maternity.

An amendment of the model terms would be the best solution, and this is currently being pursued.

When the Model contract was introduced the maternity provisions were consistent with hospital doctors. However, since then hospital doctors have received the following enhanced maternity pay arrangements:

- for the first 8 weeks of absence, full pay less any SMP or MA receivable;
- for the next 18 weeks, half of full pay plus any SMP or MA receivable provided that the total receivable does not exceed full pay

The GPC is therefore currently seeking a revision of the Model to match the maternity arrangements for hospital doctors. In the meantime, salaried GPs and their employers may wish to renegotiate their individual employment contracts to reflect the above enhanced provisions.

Special leave for Domestic, Personal and Family Reasons

In each year of employment, the Retainee will be entitled to five days paid special leave (pro rata) which can be used for unexpected domestic situations such as bereavement, illness of a dependent or close relative, breakdown in care arrangements of a dependent or to deal with an incident related to a dependent requiring your attention. This is in addition to your statutory entitlement to reasonable unpaid time off to care for dependants in specified circumstances. Unused paid special leave may not be carried over to the following year.

Sick Pay

(extracted from *Focus on Salaried GPs*, as above)

All previous NHS service (including locum service), without a break of more than 12 months, is aggregated for the purposes of sick leave. There are specific circumstances in which a break of more than 12 months does not mean a break in qualifying service.

Further details are contained in paragraphs 225 to 244 of the Hospital Medical and Dental Staff terms and conditions of service and section 57 of the Whitley Council Handbook.

Under the Model, “a practitioner absence 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 Hospital Conditions of Service.” This means that those salaried GPs employed using the minimum terms and conditions (the Model) will be able to receive the following sick leave allowances:

- during the first year of NHS service: one month’s full pay and (after completing four months’ service) two months’ half pay
- during the second year of NHS service: two months’ full pay and two months’ half pay
- during the third year of NHS service: four months’ full pay and four months’ half pay
- during the fourth and fifth years of NHS service: five months’ full pay and five months’ half pay
- after completing five years of NHS service: six months’ full pay and six months’ half pay

Calculating years of service for sick leave under the Model

All previous continuous NHS service (including locum service), is aggregated for the purposes of sick leave. Continuous service means without a break of more than 12 months, although there are specific circumstances in which a break of more than 12 months does not mean a break in qualifying service. NHS service here certainly refers to any work undertaken for a PCO and in an NHS hospital. In addition, as paragraph 1.7 of the model contract notes that NHS employment includes all GMS, PMS and APMS work undertaken as a GP principal, salaried GP and locum doctor, the view of the GPC lawyer is that this wording can be interpreted as meaning that such work counts as previous service for the purpose of calculating continuous NHS service.

Further details are contained in paragraphs 225 to 244 of the Hospital Medical and Dental Staff terms and conditions of service (www.dh.gov.uk/assetRoot/04/07/40/14/04074014.PDF) and section 57 of the Whitley Council Handbook.

Risk management of maternity and sickness leave

(extracted from *Focus on Salaried GPs*, as above)

In the event that a salaried GP takes leave for maternity, paternity, adoption or sickness leave, their practice will typically employ locums to maintain the level of services that it normally provides. A practice's entitlements to the funding for such locums is detailed in the Statement of Financial Entitlements (SFE) (www.dh.gov.uk/assetRoot/04/06/71/92/04067192.pdf). The SFE's suggested maximum locum payment to practices is currently £978.91 per week and up to £1500 per week after the second week of maternity, although PCOs have the discretion to pay more.

The provision for locum funding allows PCO discretion, with the SFE suggested condition that external locum GPs be employed to cover the work of the absent doctor and that full entitlements are paid to the absent doctor. The GPC continues to press the Department of Health for more definitive entitlements to practices for locums covering maternity, paternity, adoption and sickness leave.

The GPC recommends the following actions:

- LMCs should discuss the local funding of locum arrangements with their PCOs to ensure that practices in their area will receive funding for locum cover of salaried GPs in the event of sickness, maternity, paternity, adoption or sickness leave
- practices should consider purchasing insurance for locum cover during sickness absence to cover all of their salaried GPs (and possibly other staff as well). This would ensure that a practice would not be out of pocket in the event that a salaried GP had to take sick leave.

Taxation

Both the retaineer's allowance and retaineer's salary are taxable under Schedule E. Certain expenses may be claimed against tax: e.g. subscriptions to medical defence organisations, membership of the BMA and GMC annual retention fee.

To claim mileage under S189 Taxes Management Act, keep a log of ALL mileage for 2 months of the year, and get your employer to state in writing that you must provide and run your own car.

Superannuation

Since 1998 all employed sessional GPs have been eligible to join the NHS superannuation (pension) scheme. It is PCTs who now pay Retainees' superannuation but this requires that the practice let the PCT know how much you have been paid each year. The PCT then adjusts the global sum taking account of these payments. **Seek confirmation that your pay is being superannuated by the PCT.** We recommend that all Retainees request a pension statement from the NHS pension scheme annually; it will not be issued without your request.

You can find the NHS Pensions website here: <http://www.nhs.uk/site/index.cfm>.

National Insurance

The salary of a retainees is classified as employed pay and liable for Class 1 contributions by the employing practice.

Redundancy Compensation

Under the model contract, if a salaried GP is made redundant then provided that the GP has two or more years of continuous NHS service (including previous NHS hospital or GP work) he will be eligible for redundancy payments. It is not necessary for the salaried GP to have two years of service with the current employer.

Extracts from *Focus on Salaried GPs*, as above:

For all employees, including salaried GPs, there are certain criteria that must be met before a redundancy situation applies (i.e. the dismissal of a salaried GP does not automatically mean that they have been made redundant). When considering the end of a contract of employment for a salaried GP, practices should seek expert legal advice (BMA members may contact **AskBMA** - [email: askbma@bma.org.uk](mailto:askbma@bma.org.uk); telephone 0870 6060828).

The Retainer Scheme and Flexible Career Scheme are for fixed terms with regard to the funding received from the PCO by the employer. The GPC lawyer has advised that, whilst legally it is generally understood that fixed term contracts such as FCS and Retainer Schemes can exist, the consequences of having a fixed term contract and being employed under it for a period of one year or more means that an employee may be entitled to full employment rights (i.e. acquire the right to claim for unfair dismissal).

Any fixed term contract should not be regarded as simply ending at the end of a fixed term period. It is still a dismissal in law. As indicated above, if the employee has more than one year's service then they will acquire the right to claim unfair dismissal. In addition, fixed term contracts for four years or more are automatically in law considered to be permanent. Nevertheless, we advise that salaried doctors on a fixed term contract should apply formally to their employer for their contract to be made permanent.

Appendix A [of *Focus on Salaried GPs*] provides a summary of some of the legal entitlements for an employee. These apply equally to a salaried GP on a fixed term contract.

In addition, our legal view is that if your employment contract is based on the model salaried GP contract, the GPC model FCS contract or the new GPC model retainer contract, then your previous NHS service will be taken into account in determining your NHS continuity of service for contractual redundancy pay purposes (but not for calculating eligibility for statutory redundancy pay or for an unfair dismissal claim). Further details on continuity of service and on redundancy and unfair dismissal are detailed in later sections.

Employers are obliged to ensure that they have a fair reason for dismissal and that a dismissal is reasonable in all the circumstances e.g. that they have followed the correct dismissal procedure. The withdrawal of funding may not on its own be a fair ground for dismissal, particularly if someone else is recruited to fill the vacant post. Consideration is likely to be given to the proportion of the previous funding received by the practice vis-à-vis the salary of the FCS/retainees GP.

Obviously any possible ensuing problems will not materialise should the GP be retained by the practice in an equivalent salaried position. Salaried GPs and their employers are therefore advised to seek individual expert advice from the BMA (if a BMA member) should a problem arise.

Representation

LMC levies

Under the Model Contract, the employer (i.e. the practice or the PCO) will pay the LMC voluntary levy for the salaried GP.

Local Medical Committees have traditionally represented the interests of sessional GPs working in the NHS. With the introduction of the Health Act 1999, LMCs now also represent all GPs and have amended their constitutions to facilitate this representation. It is recommended that all sessional GPs register with their LMC to ensure they are represented locally.

At the national level, all GPs are represented by the General Practitioners Committee (GPC) of the BMA. GPC policy is in turn guided by the annual conference of LMCs. The GPC constitution allows for Sessional GP representation who may be either elected representatives of the LMC, the BMA or nominated from the Sessional GP Subcommittee at the GPC. All Non-Principals on the BMA data base are entitled to stand and vote in the annual elections to the Non-Principal Subcommittee at GPC.

The Practice will pay any levies for your representation by the Local Medical Committee ("LMC"). See contact list on the Retainer website for your LMC.

Grievance Procedure

If a GP retaineer feels that he/she is being unfairly treated and is not receiving the educational benefits of the scheme, he/she should approach the Dr Viney. She will be able to discuss the problems in confidence and will attempt to mediate and resolve those issues that are of concern.

DOCTORS' AND DENTISTS' REVIEW BODY SALARY UPLIFT

The salary for employed GPs 2006-2007

The Doctors' and Dentists' Review Body's (DDRB's) suggested range for 2006/2007 was £50,332 to £76,464 for full-time salaried GPs (an overall uplift of 2.2% on the 2005/06 figures). This is only a minimum range, and PCO and practice employers have the flexibility to offer enhanced pay rates to aid recruitment, but cannot offer less than this range in assessing the appropriate salary. The principle of local job evaluation should apply and personal experience and length of NHS service should be taken into account.

You can find the DDRB report for 2006/2007 here:

<http://www.bma.org.uk/ap.nsf/Content/DDRB2006>

The salary for employed GPs as from April 2007

On 13 March 2007 the BMA made the following announcement, following on from the DDRB announcement:

Salaried GMPs

For salaried GPs employed by primary care organisations (PCOs), the top and bottom points on the salary scale have been uplifted by £1,000. As there are no middle points on the scale, we anticipate that this will mean that all full-time salaried GPs (working 37.5 hours a week) should have their pay increased by £1,000 (pro-rata for those working less than full-time). As the Government has announced that the implementation of awards over 1.5 per cent is to be staged, this will mean that those earning less than £66,667 will have their pay increase staged with 1.5 per cent being paid from 1 April 2007 and the remainder paid from 1 November 2007. Those earning £66,667 and above will receive their full award from 1 April.

The minimum/model contract (set out in the model offer letter) for salaried GPs employed by nGMS practices on or after 1 April 2004, notes that salary is to be increased in accordance with the government's decision 'following the recommendation of the Doctors' and Dentists' Review Body'. **All full-time salaried GPs employed under the minimum/model contract should therefore have their pay increased by £1,000 (pro-rata for less than full-time).** It will be for practices to decide whether or not staging of these increases, in line with the government's decision to stage, would be appropriate.

You can find the DDRB recommendations of 13 March 2007 here:

<http://www.bma.org.uk/ap.nsf/Content/DDRB2007>

CALCULATION FOR CPD

Basis of contract from GMS2

Full time as defined by clause 4 of the model standard contract terms and conditions:

“Full-Time General Practitioners will normally be contracted to work 37 ½ hours per working week (“contracted hours”), such hours being divided into nine nominal sessions. Such sessions may be divided up into specific working periods by mutual agreement.”

And Clause 50 states:

“At least four hours per week (pro rata) on an annualised basis shall be protected for activities related to professional development as in the agreed job plan.”

4 sessions p.w.	19 sessions CPD p/a
3 sessions p.w.	15 sessions CPD p/a
2 sessions p.w.	10 sessions CPD p/a
1 session p.w.	8 sessions CPD p/a

Number of sessions per week	Total number of sessions p/a	Number of sessions A/L*	Number of B/H* Pro rata (sessions)	Remaining number of sessions	Sessions CPD	Clinical Sessions
X	X x 52	X x 6	X/9 x 20	y	Y/9=z	y-z
4	208	24	9	208-(24+9)=175	19	156
3	156	18	7	156-(18+7)=131	15	116
2	104	12	5	104-(12+5)=87	10	77
1	52	6	2	52- (6+2) = 44	8 †	36

* A/L = Annual Leave; B/H = Bank Holidays

† Although according to the calculation this figure would be 5, Retainer Scheme GPs are entitled to a minimum of 8 protected sessions per year for CPD regardless of working hours.