

Example of a contract of employment for general practice nurses

It is strongly recommended that an expert legal opinion should be gained on any contract drawn up, prior to signatures. This will provide a final check on the contract's validity and comprehensive nature. Drawing the contract up as fully as possible in advance will minimise the work of legal representatives, and ensure that particular items you wish to include are clearly highlighted.

The following example demonstrates the clauses that should be included within a robust contract of employment and provides an idea for layout. It is essential not to forget basic information such as date and details of the practice.

The GPN employee should receive a copy of the signed contract, and a further copy should be stored within staff personal files.

CONTRACT OF EMPLOYMENT

AND

PARTICULARS OF TERMS OF SERVICE

Employment Rights Act 1996, as amended

This agreement sets out particulars of the terms and conditions of service

Between
(THE EMPLOYER)

and you
(THE EMPLOYEE)

NAME:

ADDRESS:

1. Job title

Your job title is _____

2. Terms and conditions of service

Your appointment is subject to the [name of practice] handbook, as amended from time to time.

3. Date of starting employment

Your employment began on _____

4. Continuity of employment

Your period of continuous employment commences on _____

5. Period of employment

The appointment is until you reach retirement age or until either party gives notice.

6. Probationary period

This contract will be subject to an initial probationary period of _____ months. During the probationary period your suitability for continued employment in the practice will be assessed and your employment may be terminated at any time at 1 week's notice. Both your performance in the post and your conduct in it will be reviewed on a regular basis during this period. Prior to its conclusion, you will be interviewed as part of a final assessment process. A decision will then be made as to whether your employment with the practice will continue. As part of this decision, the probationary period may be extended for a further specified period at the discretion of the practice.

Except in relation to the gross misconduct provisions', the practice disciplinary procedure will not apply to you during your probationary period.

7. Salary and allowances

Your basic salary will be £ _____ per hour or £ _____ per annum paid monthly. It will be payable by direct credit transfer into a bank account nominated by you by equal monthly payments in arrears on the last working day of the month and shall be deemed to accrue from day to day. Your salary will be paid net of National Insurance contributions, tax, and any other lawful deduction made by the employer. You will receive a monthly salary slip setting out your gross salary, statutory and other deductions, and the net sum paid to you by the employer.

8. Place of work

Your principal place of work is at _____ but as a term of your employment you may also be required either temporarily or permanently to work at or from any other of the employer's establishments either now or in the future, and you should understand that you may be required to relocate or change duties.

You should understand that in the course of your duties you may be required to travel on practice business at such times and in such manner as the practice may determine.

9. Hours of work

Your hours will be _____ per week. The daily arrangement of these hours is set out in Appendix 1 to this contract.

The arrangement of your hours may be varied from time to time, subject to your agreement, which should not be unreasonably withheld. **Any changes will be confirmed in writing and should be kept with this contract.**

You are required to be available for work during your normal working hours. You must make every effort to attend work.

Given the demands made upon the practice by patients, you are expected to be punctual at all times.

10. Extra hours of work

You may be required to work extra hours to cover for the absence of colleagues, arising from holiday, sickness or other causes. Such extra hours will be paid at your current hourly rate. Alternatively, time off in lieu may be granted with your agreement and within the practice guidelines regarding lieu time current at the time. Overtime will only be paid if approved in advance by the practice manager or her deputy.

11. Leave

11.1a. Annual leave

You are entitled to _____ days paid annual leave *pro rata* excluding bank and public holidays, which must be taken within the leave year.

New employees are entitled to holiday calculated on a *pro rata* basis.

On termination of employment, pay will be deducted for holiday taken in excess of the days accrued.

The leave year commences on _____. Annual leave is to be taken according to the practice guidelines current at the time. All applications for holiday must be made on the appropriate holiday application form and particularly holidays should not be booked unless the practice manager or her deputy has agreed to your holiday application.

11.1b. Study Leave

You are entitled to _____ sessions of study leave per annum. One session comprises _____ hours. Study leave to be agreed in advance by the partner responsible for clinical staff and the practice manager or her deputy.

11.2. Unpaid leave

Normally there is no right to unpaid leave. However, under certain special circumstances, you may be granted unpaid leave of absence. Unpaid leave of absence is at the absolute discretion of the employer, and should it be granted, it will only be following a request to the practice manager.

The above statements do not affect any rights you may have to parental leave and dependant leave.

You should understand that unpaid leave of absence will not be granted for moving house, returning late from overseas holidays, routine maintenance of your home, or deliveries of furniture and other appliances. In such cases, your normal holiday entitlement should be used, or other arrangements made.

11.3. Compassionate leave

Compassionate leave may be granted to you at the absolute discretion of the employer, and should it be granted, payment will be made at the absolute discretion of the employer.

The above statements do not affect any rights you may have to dependant leave.

11.4. Special leave arrangements

Where appropriate, you may be granted leave to undertake public duties required by law. Where such leave is granted, payment will be at the absolute discretion of the employer.

The employer recognises that employees have a right to reasonable time off in order to undertake public duties as defined by statute.

12. Bank and public holidays

Subject to the provisions of this paragraph, you are entitled to the following bank and public holidays if they are days on which you would normally work: New Year's Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, August Bank Holiday, Christmas Day and Boxing Day and any public holidays that may from time to time be declared by H.M. Government.

13. Absence through sickness or injury

You are required to be available for work during your normal working hours, and you must make every effort to attend work.

In order to ensure the minimum level of disruption to the practice, the employer requests that you make dental, medical or hospital appointments in your own time, whenever possible. If it is necessary for you to undertake such appointments during normal working hours, you should normally obtain permission from your manager in advance. If possible, you should attempt to minimise the time off required by arranging first or last appointments in the day.

If you are absent from work on account of sickness or injury, you (or someone on your behalf if you are unable to do it yourself) should endeavour to report this to the practice manager or her deputy by telephone not later than 8.15am on the first working day on which your absence begins.

You, or the person acting for you, should, where possible, indicate the expected duration of your illness.

You are required on a regular basis to keep the employer informed of your condition and when you expect to be able to return to work.

The employer reserves the right to make contact with you at your home during any period of absence through sickness or injury. This may mean that at a mutually convenient time a partner or manager of the practice may call to see you.

You are required to provide a sickness certificate for absences of more than 7 days.

The employer reserves the right to request you to undergo an independent medical examination at the expense of the employer and subject to the provisions of the Access to Medical Records Act 1988.

14. Statutory sick pay (SSP)

The employer makes SSP payments in accordance with government's SSP scheme. In order to obtain SSP, you must follow any notification and certification procedures as detailed to you by the employer. If you are entitled to SSP, this will be paid to you by the employer at the appropriate rate for the agreed qualifying days. These will be days on which you would normally work.

SSP will be paid only in the case of absences of 4 or more consecutive (but not necessarily working) days and the maximum SSP is 28 weeks in any one period of incapacity.

15. Practice sick pay

You will be entitled, subject to length of service, and to proper notification by you, to the following period of pay during sick leave in any 12-month period:

	Basic salary	Basic ½ salary
Less than 12 months	Nil	Nil
Over 12 months – 2 years	1 month	2 months
2–5 years	2 months	2 months
Over 5 years	3 months	3 months

Any payment under the SSP scheme will be offset against your entitlement under the employer's scheme.

There will be a waiting period of 6 months once entitlement has been exhausted before new entitlement becomes due.

The procedural requirements attached to the practice sick pay scheme are those of the SSP scheme that are current at the time.

Abuse of sick pay constitutes a disciplinary offence.

16. Maternity pay

The NHS under section 15 of Agenda for Change and formally under the Whitley Council recommend Enhanced Maternity pay for Healthcare Professionals. Under Agenda for Change (depending on length of service) the rate is 8 weeks full pay, 18 weeks half pay plus Statutory Maternity Pay then Statutory Maternity Pay for the remaining 13 weeks.

When an employee receives information from a medical source that she is pregnant, she should immediately notify her manager of this and, if requested to do so, provide a medical certificate confirming it.

17. Parental leave

Details of your statutory entitlements to parental leave are contained in the accompanying *Practice Staff Handbook*.

18. Dependant leave

Details of your statutory entitlements to dependant leave are contained in the *Practice Staff Handbook*.

19. Pension

As an employee of the Practice, you are eligible for membership of the NHS Pension Scheme subject to the rules of the scheme. The current rules and details of the scheme are set out in '*A Guide to the NHS Pension Scheme for GP Practice Staff*'.

If you decide to join the scheme your pensionable salary will be subject to deduction of pension contributions in accordance with the provisions of the scheme.

20. Confidentiality

You are required to preserve the confidentiality of the affairs of the partners, their staff (in connection with their employment) their patients and of all other matters connected with the practice and this obligation shall continue even after the contract of employment is ended.

Given the highly confidential nature of the work you will undertake, you should understand that telephone conversations in particular should be conducted in a confidential manner.

You should understand that any breach of this clause will constitute a very serious disciplinary offence for which you may be dismissed. Should you breach this clause after your employment has ended, the organisation may take legal action against you.

21. Retirement

The retirement age is 65 years. Your employment with the employer will automatically terminate at the end of the month in which you will reach this age.

22. Disciplinary and grievance procedures

Any grievance should be first discussed with the practice manager. The disciplinary and grievance procedures form part of the *Practice Staff Handbook* but are not contractual.

The employer reserves the right to suspend employees for disciplinary or other reasons.

23. Notice of termination of employment

The initial period of employment will be probationary. During that period you should understand that your employment may be terminated upon you giving, or being given, 1 week's notice. You should understand that this does not prejudice the employer's right to terminate your employment at any time without notice if it is considered that you have been guilty of gross misconduct.

You should understand that the employer may terminate your employment at the end of your probationary period on giving you 1 week's notice.

Assuming your employment is not terminated during or at the end of your probationary period, the notice required to be given by the employer to terminate the employment:

- a) shall not be less than 1 week's notice if your period of continuous employment is less than 2 years
- b) shall not be less than 1 week's notice for each year of continuous employment if your period of continuous employment is 2 years or more but less than 12 years
- c) shall be 12 weeks if your period of continuous employment is 12 years or more.

Assuming your probationary period has been successfully completed, you shall be required to give the employer 4 week's prior written notice to terminate employment.

24. Collective agreements

This is scale _____ post and your current salary is _____

25. Personnel policies and working procedures

The current policies and working procedures are available in the practice main office.

26. Health and safety

The practice policy is contained within the *Practice Staff Handbook*.

27. Changes to terms and conditions of the contract

The employer reserves the right to make reasonable changes to the terms and conditions of the contract and any such changes occurring after issue of this statement will be notified to the employee in writing within 1 month.

Signatories to this contract

I hereby offer an appointment in accordance with the terms and conditions and rules and procedures specified in this document.

Signed _____

For the partners _____

Date _____

I hereby accept the appointment in accordance with the terms and conditions specified in this *Contract of Employment* as amended from time to time by the partners and notified to me in writing.

Signed _____

Date _____

Contract of Employment

This document is issued in compliance with the Employment Rights Act 1996 and Employment Act 2002 and gives details of the terms and conditions of the employment contract **between [Practice name and address]**

and

Name of employee: _____

Commencement date: Your employment with the practice started on _____

Continuous service date: Employment with your previous employer does/does not count as continuous service, therefore your continuous service date is _____

Job title: You are employed as _____

Nature of work: In order for the practice to operate effectively, you are expected to be flexible in your approach to work and to undertake different tasks consistent with your ability and training when required. The pay quoted in your contract includes provision for such flexible working.

Place of work: The normal place of work is at the location identified above, but you may be required to work at different locations to meet the needs of the practice.

Working abroad: There is no requirement for you to work outside the United Kingdom.

Pay: Your salary is _____ per annum and you will be paid monthly in arrears by credit transfer. Your salary will be reviewed annually.

Hours of work: Your nominal hours of work are _____ per week, but you are expected to work the hours necessary to meet the requirements of the job

OR

Your hours of work are as follows:

Monday–Friday _____

However, if the needs of the practice change, you may be required to work different hours, subject to consultation and reasonable notice

Holiday entitlement:

Annual holiday leave

The holiday year runs from _____ to _____.

Your normal holiday entitlement is _____ days or _____ hours per year.

Further details regarding holiday rules and booking procedures can be obtained from the Practice Manager.

Payment for your holidays will be at the normal rate of pay.

Holidays will not normally be carried over from 1 year to the next and exceptions can only be granted by the Senior Partner or Practice Manager.

An employee who leaves the practice will be entitled to payment in lieu for any accrued holidays not taken. Employees who do not give the practice their full contractual notice may lose their entitlement.

Statutory Holidays

You will be eligible for paid annual statutory holidays as defined by the UK Government (pro-rata for part-time staff). At the discretion of the practice, days may be substituted as alternatives to publicly recognised holidays.

Payment for working on a statutory holiday will be _____.

Sick pay: Details of the current payments and rules relating to absences from work can be accessed upon request. These may be changed by the Practice from time to time and you will be notified of any alterations.

Notice of termination of employment: You are required to give the Practice 1 month's notice in writing. From the practice you are entitled to receive 1 weeks notice for each year of completed service, up to a maximum of 12 weeks notice for 12 or more years service. By mutual agreement these notice periods may be waived.

Appeal against termination of employment: Should the practice terminate your employment for any reason, you have the right to appeal against the decision. Information about the appeal process can be obtained from the Practice Manager.

Normal retirement date: The normal retirement date for both men and women is 65 years of age or any statutory retirement age, whichever is the later. Requests for early or late retirement can only be approved by the Senior Partner whose decision is final. Such request must be made in writing.

Pensions provisions: You are entitled to join the NHS pension scheme, subject to its terms and conditions from time to time in force. If you choose not to join the scheme you must participate in the state pension scheme or take out a personal pension. Details can be obtained from _____.

Confidentiality and restrictive covenants: You must not at any time during your employment with the Practice engage in any other employment or fee earning activity without the written permission of the Practice Manager/Partner. Such consent will not be unreasonably withheld. You must not, whether during employment with the Practice or afterwards, disclose any information of a confidential nature,

relating to the business carried out by the practice, its associated companies, suppliers or patients except to officials and Partners of the Practice whose duty it is to know such information, or make use of any financial or business secrets of the practice.

Disciplinary procedure: A copy of the Practice's disciplinary rules and procedures are attached. However, these may change from time to time and it is your responsibility to ensure that you keep up-to-date with all Practice rules and procedures. A master copy of the disciplinary procedure is held by the Practice Manager.

Expenses and allowances: Expenses, which are incurred for business purposes, will be reimbursed in accordance with the Practice expenses policy and details of this policy and other allowances can be accessed on request.

Training: Full training will be given to allow you to carry out your duties. Employees are required to undertake training required by the practice from time to time. Unreasonable refusal to undertake training may be regarded as a disciplinary matter.

Health and safety: Employees are required to comply fully with their Health and Safety responsibilities as defined by the Health and Safety at Work Act 1974 and other associated regulations.

Smoking: The Practice operates a no smoking policy in both the buildings and the car park.

Right to search: The Practice reserves the right to search employees and their belongings either on a random basis or in the case of suspected theft. All employees will have the opportunity to be accompanied by a work colleague during any search.

Collective agreements: No collective agreements affect your terms and conditions of employment.

OR

All terms and conditions contained within the _____ agreement are incorporated into your contract of employment.

*Your employment is subject to such rules and regulations as may be made by the Practice and details of Practice policies and schemes which relate to your employment are held by _____ .
You should ensure that you read and understand these documents before signing below.*

Signed on behalf of the Practice:

Name: _____ Signature: _____

Designation: _____ Date: _____

Signed by the employee:

I acknowledge receipt of this contract and accept the terms and conditions contained therein and in associated documents referred to within this contract. I understand that it is my responsibility to keep myself aware of all Practice rules and procedures.

Name: _____ Signature: _____

Date: _____