

A model contract for trainees in general practice

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The Contracts of Employment Act 1963¹ lays a duty on employers to give their employees written information about their main terms of employment. The object of this Act is to give employees a clear understanding of their rights and obligations.

We were surprised to learn that during the period of our vocational training spent in general practice we were employed directly by our trainers and that no contract of employment existed, despite the fact that the red book gives details of payments to trainees (Department of Health and Social Security, 1973).

Model contracts for assistants (British Medical Association, 1974) and junior hospital doctors (British Medical Association, Hospital Junior Staff Group Council, 1974) exist and while these have provided guidelines for us, we felt that they did not meet the special requirements of vocational trainees.

We and our trainers felt unhappy about this situation and have therefore drawn up a model contract. We do not consider this to be either complete or final, but hope that it will provide a basis for the establishment of a satisfactory contractual relationship between trainers and trainees. We emphasise the provisions for tuition (clause 1), study leave (clause 7), cover for on-call duty (clause 12) and arbitration (clause 15).

Contract between trainer and trainee

BETWEEN

(hereinafter called the Trainer) and

(hereinafter called the Trainee)

WHEREAS the Trainer is now carrying on the business or profession of a general practitioner in medicine, surgery and midwifery as a principal and is an appointed trainer in general practice with _____ and the trainee is a properly qualified and fully registered practitioner

NOW IT IS HEREBY AGREED between the parties hereto as follows:

- (1) The trainer undertakes to instruct the trainee in all aspects of general practice and agrees to set aside regular periods for tuition as mutually agreed.
- (2) The trainee agrees with the trainer to be trained by him according to the laws and customs of the medical profession as from the _____ day of _____ 19____ until the _____ day of _____ 19____ or until this contract shall be determined by either of the parties hereto in the manner hereinafter provided.
- (3) The trainee shall fulfil and observe all the lawful directions of the trainer and shall diligently apply himself to his duties without disclosing the same or the secrets of his employments or profession to any person whomsoever.
- (4) The trainee shall keep true and just accounts of all business done and all monies paid or received by him on account of the trainer and shall forthwith pay over to the trainer all sums of money received by him without any deductions except such as may be allowed by the trainer. The trainee shall not pledge the credit of the practice except on the approval of his trainer.
- (5) So long as the trainee shall faithfully perform and fulfil the conditions hereof, the trainer shall pay to the trainee a salary at the rate of such salary to be paid monthly in arrears on the _____ day of each month. The trainer shall also pay to the trainee allowances as laid down in the *Statements of Fees and Allowances Payable to General Medical Practitioners in England and Wales*.

The trainer shall deduct from such salary and allowances contributions to which the trainee is liable for income tax, superannuation, graduated pensions, and national insurance.

(6) The trainee shall be entitled to 28 days absence for holiday on full pay and allowances for each completed period of 12 months service and *pro rata* for any shorter period of service.

(7) The trainee shall be granted a minimum of _____ days for study leave on full pay and allowances and any further such study leave on full pay and allowances as shall be deemed desirable or reasonable by mutual agreement, for each period of 12 months' service, or *pro rata* for any shorter period of service.

(8) The trainee shall be allowed sick leave in accordance with the provisions of paragraph 385 11-13 of the *Statement of Fees and Allowances Payable to General Medical Practitioners in England and Wales*.

(9) This contract may be terminated by either party giving the other of them one calendar month's previous notice in writing of his desire to terminate the same.

(10) The trainer and trainee shall during the duration of the contract be and remain members of a reputable medical defence organisation and shall produce evidence as and when required by the other party that he is in full benefit as a member.

(11) The trainee shall not during the subsistence of this contract save as trainee to and on account of the trainer or with his consent in writing practice on his own account or act as an assistant, locum tenens or deputy to any other practitioner in any other branch of medicine, surgery or midwifery or accept or hold any other professional appointment whether whole-time or otherwise and whether honorary or paid by fees salary or otherwise, nor shall the trainee at any time, either during the subsistence or after the termination of this contract without such consent as aforesaid, divulge or disclose any of the secrets, concerns, or affairs of the trainers.

(12) The trainer undertakes to provide cover, either by himself or by one of his partners, whenever the trainee undertakes on-call duty. The amount of such duty performed by the trainee shall be no greater than that of any of the partners, subject to mutual agreement.

(13) Following the termination of the engagement, the trainee will not provide any general medical services to any person who was a patient of his former trainer (or any of his partners) and who is resident within _____ miles from _____.

(14) Both parties to this contract have the right to be a member of a registered trade union and to take part in its activities at any appropriate time and to seek and hold office in it.

(15) ANY and every dispute difference or question which shall at any time arise between the parties hereto touching the construction meaning or effect of this contract or any clause herein contained or the rights duties or liabilities of the said parties respectively under this contract or otherwise howsoever shall be referred to arbitration by the Regional General Practice Advisory Committee.

WITNESS to the signature of the above-named

Acknowledgements

We are grateful to our trainers, Drs John Frankland and Bob Moffitt, and Jim Roberts, the Regional Adviser in General Practice, for their valuable advice during the preparation of this contract.

REFERENCES

British Medical Association (1973). Model contracts for junior hospital staff.

British Medical Association (1974). Model contract for assistants.

Contracts of Employment Act (1973). London: H.M.S.O.

Department of Health and Social Security (1973). *Statements of fees and allowances payable to general medical practitioners in England and Wales*. London: D.H.S.S.