

Framework for zero hours GP contracts

This guidance seeks to set out some guidelines to GPs and employers on the key contractual and engagement considerations of a zero hours contract.

Location: England Audience: GPs • Practice managers

Updated: Thursday 25 July 2024

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About this guidance

Sessional GPs are increasingly working outside of a traditional GMS practice setting, with an increased desire for flexibility of working patterns that may not be possible within GP practice.

Many of these engagements involve work that is not being performed under a GMS or PMS contract and, as such, the GMS/PMS regulations do not apply and there is no requirement to offer terms that are no less favourable than the national model salaried GP terms and conditions.

A number of organisations, including NHS employers, are increasingly seeking to employ GPs on zero hours contracts, for which there are no nationally agreed terms and which often do not provide security or the level of contractual entitlements found within the [national salaried model terms](#).

This guidance seeks to set out some guidelines to GPs and employers on the key contractual and engagement considerations.

Please note

If you are a GP and have been offered work on a zero hours contract, and are in doubt about its terms, we recommend that you seek independent legal advice or [approach the BMA for advice](#).

General principles

Whilst there is no legal requirement for employers offering zero hours contracts to GPs to follow any nationally agreed terms, the principle should be a minimum of ensuring equity with the national model contract for salaried GPs.

Many aspects of the model salaried terms can be adapted to a context of flexible working. The broad outline of how this can be achieved across key contractual and non-contractual areas is set out below, with specific suggested provisions for each outlined in the table that follows.

Hours and pay

Offering/accepting shifts

Zero hours contracts often work on a basis of shifts being offered as and when the need arises. This can sometimes lead to work being offered with little notice provided and can result in uncertainty of work/income and can impact the ability of GPs to properly plan their work schedules.

Under zero-hour contracts, it is important to recognise that there is no obligation on an employer to offer work. Conversely, there is no obligation of a worker to accept work when it is offered. Further, the offering and acceptance of work under a zero-hours contract should not give rise to an expectation that more work will be offered in future.

Therefore, if possible, it is beneficial to agree on a regular time period for the offer/acceptance of shifts to provide some certainty whilst maintaining flexibility – i.e. will hours be offered monthly, weekly, quarterly, or flexible upon agreement and offers or requests to work the shifts will be confirmed promptly within a certain number of days.

This will be key as the period between the offer to work a shift and confirming it requires the worker to decline competing work for that day without any guarantee that the shift will be confirmed by the provider.

Similarly, you should aim to agree a minimum notice period for cancellation by the employer of any previously agreed shifts to avoid work being cancelled at the last minute, set at a length that both parties are comfortable with. It should be agreed that breaching the minimum notice period will result in full or part payment being made to the GP in order to compensate them for the loss of earnings.

Pay

As many organisations offering zero hours contracts will not be bound by nationally agreed terms and conditions, the level of pay on offer will be determined between the GP and the employing organisation and based on what the organisation is willing to offer. However, we recommend that the rate is agreed to be uprated in line with the annual DDRB award. When assessing pay rates, it's useful to keep in mind the overall value of any benefits on offer, such as paid annual leave, parental leave, training etc.

Pay terms should include an agreed additional rate to cover any shifts that overrun due to clinical need, at least matching the agreed hourly rate.

It is also recommended that contracts include an obligation to match any increase in pay rates offered for already agreed shifts, should the rates being offered to new sign-ups be raised, ensuring parity across the GP workforce. For example, if an organisation is struggling to fill certain shift ahead of time, it may up the rate offered in order to do so.

Leave

Sick Leave

If sick leave benefits are afforded in a zero-hour contract, it is desirable for the level of sick leave to be in line with the provisions available to salaried GPs. This provides sick leave allowances in line with length of NHS service, with all previous continuous NHS service, including locum service, aggregated for the purposes of calculating the amount of sick leave available.

When translating these to a flexible working contract, the level of 'monthly pay' when on sick leave could be set to an equivalent number of weekly sessions or an average of actual sessions worked over a given period.

Maternity and Parental Leave

Similarly, maternity and parental leave and pay provisions should also reflect what is available under the model salaried contract, with 52 weeks maternity leave, and access to shared parental leave, as is becoming standard across the NHS, subject to the regular criteria and requirements.

Training, CPS and appraisals

When agreeing any contract it's important to ensure that it includes appropriate time for undertaking training, CPD and appraisal related activities within paid working hours.

CPD

The amount of paid CPD time provided should be pro-rated with the weekly number of hours worked, in a similar way to that used for part time salaried GPs. This follows the formula:

$(\text{Hours worked per week} \times 6.4) / 60 = \text{CPD hours per week}$.

This could be aligned with the agreed time periods for hours to be provided, (week/month/quarter) but as it will have to be earned based on actual hours worked, the shorter periods for calculation may be better as it will provide access sooner (i.e. after a week/month rather than 3 months). This could therefore be adaptable, and subject to agreement between the individual and the employer.

Appraisals

The employer should also provide time to be set aside during working hours for the GP to both prepare for their annual appraisal and undertake the appraisal interview itself. GPs employed under the contract should have the right to receive feedback for appraisal, e.g. through the use of online surveys which may require the use of text messaging functionality.

Training

Additionally, the employer should also ensure the provision of paid training time when new training requirements are introduced and for undertaking of any mandatory training requirements.

Flexible working contractual framework

The following table provides a summary of the suggested provisions for each area of the framework.

Area **Provision**

Hours and pay Annual update in line with DDRB award for sessional GPs.

Agreed regular time period for offer and acceptance of hours to provide some certainty whilst maintaining the flexibility.

Minimum notice period for cancellation of any previously agreed shifts.

Agreed additional pay rate to cover shifts that overrun due to clinical need.

Agreement to match any increase in pay rates offered to new sign-ups, should the rates being offered to new sign-ups be raised.

30 days pro-rata based on hours worked in the preceding weeks, months, or quarters as agreed.

Paid sick leave in line with salaried model contract:

- 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 our 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.

Sick pay will be paid for the equivalent of and agreed number of sessions per week at the regular agreed payable rate.

Entitlement to contractual maternity pay following 12 months of continuous service at the beginning of the birth. If this condition is met, the pay will be:

- for the first 18 weeks of absence, full pay less any SMP or MA receivable.

- for the next 18 weeks, half or full pay plus any SMP or MA receivable provided that the total payable does not exceed full pay.

- 13 weeks' SMP or MA, depending on whether they meet the eligibility criteria.

'Full pay' set at average weekly earnings over the 8 weeks prior to the qualifying week, as per the calculation for SMP.

Weeks with 0 worked hours counted for continuous employment purposes to account for periods when the individual may not have worked any hours.

Access to the same for those on shared parental leave.

Paid CPD time should be calculated as per:

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The period of time to assess an average of hours worked per week should be agreed in advance.

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GPs engaged under the contract will have the right to receive feedback for appraisal and the service will provide support for the doctor in obtaining patient feedback, e.g. through the use of online surveys which may require the use of text messaging functionality.

Provision of paid training time for new training requirements and any mandatory training required.

The employer will provide the necessary equipment and support to the individual employed under the contract.

Both parties will make reasonable endeavours to resolve equipment issues. Should such failures result in cancellation of the arranged session for the short time lost, the employer to maintain payment for the time lost.

Your contract of employment

Find out how to ensure the employment contract you are given is correct.

[Check your contract](#)

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