

Job-Sharing For GP Principals

The partnership agreement

To keep problems to a minimum, it is essential that every partnership has an effective written partnership agreement. Local BMA offices can offer advice; they can supply the BMA's guidance note on medical partnerships, dealing with what should be included in a partnership agreement, and the General Practitioners Committee's Framework and checklist for a medical partnership agreement. Before an agreement can be drawn up, a number of issues pertinent to job-sharing should be discussed and agreed, and these are outlined below.

Workload

The arrangements for meeting the workload must jointly cover the minimum approved hours of availability. Job-sharers must discuss how this workload is to be shared, e.g. alternate days, weeks or months, with a view to finding an arrangement which is mutually satisfactory for the two job-sharers and the partnership. It does not need to be a 50 : 50 division of work; other arrangements may be more suitable and perfectly acceptable provided that workload is properly remunerated and the health authority approves. The measurement of workload is a thorny issue that many partnerships (with or without job-sharing) never fully resolve. A job weighting index may be helpful, such as that produced by the Scottish General Practitioners Committee (see Appendix).

Decision making within the partnership

The way decisions are arrived at within the partnership should be included within a written partnership agreement. Whereas majority decisions may be the only way to operate in large practices, this is clearly not the case for smaller numbers and indeed for some issues, such as the admission of a new partner, partners may deem it essential to achieve unanimity.

There are a number of different procedures for decision-making that may be used when job-sharers join a partnership. These include a whole vote for each job-sharer, a ½ vote or weighted vote, or a mixture of these depending on the issue at hand. Obviously, the preferred option will depend, to a large degree, on the size of the partnership. This must be sorted out before the partnership agreement is signed and it is also advisable for both job-sharers to be present at practice meetings. Each job-sharer also needs to be clear about what would happen should they disagree on fundamental issues.

Parity

The approach to parity is not (usually) a problem where two new job-sharers come into a practice; it is clear they should make their way to parity in the same way as if they were not job-sharing. The difficulty arises when an existing partner wishes to job-share. Some partnerships do insist that the **incoming** job-sharing partner works his/her way to parity. However, it may be more equitable for the incoming partner to negotiate full parity after an initial trial period. Pay received during the trial period could perhaps be a fixed monthly drawing calculated on the previous year's profits. In some cases this has worked well.

Many practices have a mutual assessment period which precedes the approach to parity. Members of the partnership and the job-sharers must be clear about whether, at the end of the trial period, each job-sharer is reviewed as an individual or whether it is the job-share itself which is to be evaluated, or both.

Leave

There is no obligation on job-sharers to cover for each other's leave, whether it be annual, maternity, sick or study leave, and arrangements should be clarified and agreed at the outset of the job-share.

Annual leave

Arrangements for annual leave should be the same (on a strict pro rata basis) as for any other partner, and job-sharers are under no obligation to cover for each other. If they wish to do so, they should receive extra remuneration, which must be based on workload. Whatever is agreed should be clear to all, fair, and written into the partnership agreement.

Study leave and postgraduate education allowance

Each job-sharer can qualify for his/her own postgraduate education allowance (PGEA) in its entirety. This means that job-sharers should have an amount of study leave commensurate with their hours, provided each keeps his/her own PGEA. The only difficulty for job-sharers is where the PGEA goes into the practice 'pool'.

If the PGEA is pooled then the amount of study leave allowed must be considered. For example, a job-sharer, who normally works, say, 2.5 days a week and goes on a 5-day course from Monday to Friday, would probably incur extra costs, for example for course fees and child minding, yet the practice as a whole benefits because it is a whole PGEA that is pooled. In this example the job-sharer should be given a full week of study leave, just like other partners. The question does not arise if each partner keeps his/her own PGEA.

Sick leave

The sick pay provision contained in the Statement of fees and allowances (SFA) allows for a sum of money to be paid during periods of sick leave if a locum is employed to provide cover. This is paid in proportion to the hours the absent job-sharer works and the total number of hours worked by the two job-sharers; it should be noted that list size restrictions can apply. Full details of the scheme are outlined in paragraphs 48.1 - 48.35 of the SFA. This should be discussed and agreed before signing a partnership agreement. Again partnerships should not expect each job-sharer automatically to cover the other during periods of sick leave.

Maternity leave

Until 1 April 1990, when the new contract came in, no extra remuneration was available for principals who wished to go on maternity leave. However, there is now an arrangement (similar to sick leave) which pays something - not all - towards the cost of a locum from outside the practice for 13 weeks to cover maternity leave (SFA 49.1 - 49.14). It applies to all principals including job-sharers. Unlike the provision for sick leave, the payment does not vary according to length of service; it is the same for service of one day or ten years.

Again a job-sharer should not be expected automatically to provide cover while the other is on maternity leave.

Further advice

The Secretary of the LMC is happy to advise on specific concerns.

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