Beyond the Surgery

General practitioner to the actors

MICHAEL COIGLEY

"Diseases desperate grown, by desperate appliance are relieved . . ." *Hamlet* Act IV sc 3.

I had been here once before—on my bicycle while a student during the war. We had bowled along over Cleve Hill, where I telephoned home for more money; down through Winchcombe, where we went into the Parish Church and signed the visitors book; on to Broadway, where the only Americans then were GIs; into the Avon Valley and on to Stratford-upon-Avon. I photographed Peter (I still have the print) standing in front of Anne Hathaway's Cottage, never knowing that in future I would be passing that thatched wonder almost daily for what has now been nearly half of my life.

Naturally I was even then well versed in Shakespeare. Hadn't I played Brutus in 1940 in the school play, black-clad in Mussolini-like fascist uniform? Our headmaster, who died only last year, had put us on in modern dress and when, a couple of dozen lines before the end, I pronounced "... Caesar now be still I killed not thee with half so good a will," there was no simulated silent slipping of steel into flesh, but the staccato sound of a revolver. So in 1954 when I was invited to become a partner in our five-man practice here, I felt that I could justly claim to know something about the place. Although it was not discovered by the next headmaster until years later that, strange as it may seem, my old school can claim to be the only one mentioned by Shakespeare in one of his plays. In *Henry VIII* part 2 before Lord Say (whose descendants still live close by at Broughton Castle) is belabored he is harangued by Jack Cade, the Kentish rebel. "Thou hast most traitorously corrupted the Youth of the realm in erecting a Grammar School," states he. Later Cade was to meet his own defeat on the very site of the present school's playing fields.

The show must go on

But to my subject more exactly. Last year 750 000 people came to watch the plays at the Royal Shakespeare Theatre, and the actors and actresses served them despite colds, coughs, headaches, and sprains; the thought of not going on being to them almost akin to the thought of being struck off the register to us. Hamlet's words have become a necessary motto for my quarter of a century here.

Nevertheless the tempo has changed, has eased somewhat. In the 'fifties and early 'sixties the big stars came for a season and went on their way. Likewise, the rest of the company mostly had yearly contracts. Couple this insecurity with a

sleepless weekend of rehearsing, culminating in a full (first night) dress rehearsal on Monday night before an invited audience, and you had the perfect culture medium for stress—and we got it. Those productions with their conventional Tuesday first nights had a nostalgic innocence, which the explicit gestures of today have sadly removed. Nowadays the modern method, introduced by Sir Peter Hall, of an established, fairly stable company akin to the Comedie Francaise, abolishing the traditional first night and allowing catharsis by explicit gestures has—at a price—calmed the situation to some extent. Take laryngitis, for example—for laryngitis will take its time. "I must not speak for 48 hours?" "No, you must not speak for 48 hours. Do you want to get singer's nodes and have to go off to the car, nose, and throat specialist? No—don't even answer me." Silence and (Dame Nellie) Melba's spray will probably never be surpassed as treatment, though antibiotics are necessary sometimes. Nevertheless silence and actors are like oil and water: only if severely shaken do they mix.

When it comes to getting him on at all costs, the overworked actor wishes to be made serene without being sedated—he must be on the top line with all his faculties in perfect tune—a therapeutic nightmare on occasions requiring in: aqu: dest: If the crisis is severe.

More acute disease may be a real problem. On one occasion a case of acute retroviral appendicitis on a Saturday was quite a poser until it was realized that fate had given us a week off. How many people are back in full spate on the seventh day having been subjected to an agonising rigid abdomen coupled with uncontrollable vomiting and diarrhoea, followed by a laparotomy only a week before? Even the wound healed without sepsis.

Unfortunately, the Avon Valley is conducive to acute gout. Joints that have given the merest twitch in the past can become an agonising beacon in these parts in no time. What does one do with the principal actor in this condition on a Monday morning? His foot has likely been massaged into angry disapproval in the metropolis over the weekend and now he must be on by 7.30 pm. I once spent the whole of a performance in the wings with a couple of buckets and practically every ice cube in the town—off with the cross-garters and stocking and in with the foot at every exit that gave us enough time. A crude but effective measure. For many years now corticosteroids and phenylbutazone have been my best friends and podagra's worst enemy. Professor Nuki may continue to disagree! but ham or otherwise, he does not have to get them on at all costs. Wasn't it Thomas Sydenham, the English Hippocrates, himself a martyr to the gout, who said that the pain was like putting the great toe into a thumbscrew and when you had screwed it up till it would go no further you gave it an extra turn?

Asthma to the actor is like a blocked carburettor jet to a car. He can only limp along with occasional halts. The introduction of the aerosol inhaler in the mid-'fifties was a tremendous boon; it could be secreted even in a loin cloth if necessary and used

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during a judicious turn onstage if the natural surge of adrenaline before the entrance had not been sufficient. This disease does seem, however, to have changed its nature over the years.

Memorable occasions

It is often a headache, but always a privilege, to help the show on its way. And here I must mention my partners who have certainly been called upon for their fair share over the years. Great actors and actresses have passed this way. Once when our 4-year-old daughter was presenting a play to Dame Edith Evans, she said, "Oh, may I have the little girl too?" Other moments also stay in the memory as the night of an after-show dinner party when we all sat round and listened to an impromptu unaccompanied performance by Paul Robeson. One of life's bonuses that is impossible to forget.

Pitfalls in Practice

Employment law

III: The contract

NORMAN ELLIS

In the previous articles I promised to provide a draft contract of employment for the general practitioner. This is reproduced below with some notes on how to use it.

Draft contract of employment for ancillary staff

Part I of this statement sets out particulars of the terms and conditions agreed between

I/We, Dr(s) (name)
of (address)
and you (name)
..... (address)
on (date)

Part II of this statement sets out information on the disciplinary procedure, whom you should contact if you wish to appeal against a disciplinary decision or to take up a grievance, and the

subsequent steps to be followed in the disciplinary and grievance procedure.

Your employment with me began on . . .
Your employment with your previous employer does not count as part of your continuous period of employment.

Part I

JOB TITLE
(1) Receptionist.

SALARY

(2) Your salary is . . . per annum, payable in arrears on . . . every month, and your equivalent hourly rate is . . .
London Weighting Allowance is also payable at the appropriate level to those staff covered by agreements of the Administrative and Clerical Staffs Whitley Council. The agreement may be seen at . . . Your salary is reviewed annually.

INCREMENTAL DATE

Your incremental date is . . . and payment of your first increment is due on . . .

British Medical Association, BMA House, Tavistock Square, London WC1H 9EP
NORMAN ELLIS, MA, PhD, under secretary and senior industrial relations officer

HOURS OF WORK

(3) Your basic hours of work are 36 per week, your normal hours of attendance are . . . (A detailed account of a rota arrangement may be required here). In addition to these hours occasional Saturday morning surgeries will have to be covered on a rotation basis; an arrangement in which all members of staff are required to participate. The salary is calculated to allow for this extra duty and no overtime payments for this session will be made. Staff will be required to work overtime occasionally at the request of a doctor—for example, when colleagues are on holiday or are ill, extra hours may have to be worked to cover the opening time of the surgery.

OVERTIME PAYMENT

Additional overtime payments will then be made at the rate normally paid for an hour's work.

ANNUAL LEAVE

(4) You are entitled to four weeks' paid annual leave, which is normally taken between Easter and Christmas of each year. Reasonable notice must be given of your intention to take leave, and all leave must be arranged with the doctor in charge so that there is adequate cover for the surgery.

Leave must be taken by the end of the calendar year and may not be accumulated from one year to the next unless by prior agreement. Leave entitlement is calculated at the rate of one-twelfth of a full year's entitlement for each month of completed service during the first year of employment or during the year of resignation—for example, 3 February to 1 March would equal one month. If a member of staff has anticipated his or her leave entitlement before termination an appropriate deduction may be made from any payment owing.

BANK HOLIDAYS

The surgery will be closed on official bank and public holidays and any proclaimed National holidays.

SICK LEAVE

(5) The sick pay scheme may be revised or withdrawn at the discretion of the employer.

The entitlement in any 12 month period is as follows:

Period of continuous service	Basic salary*	Basic half salary*
Less than 6 months	Nil	Nil
6 months to 12 months	Nil	1 month
13 months to 2 years	1 month	2 months
3 years to 5 years	2 months	2 months
Over 5 years	2 months	4 months

*The following deductions will be made from an allowance equal to full basic salary, irrespective of whether you register a claim. So you are advised to ensure that you claim all your entitlements under these Acts. (Married women exercising their right to be exempted from the payment of National Insurance contributions shall be deemed, in regard to the scheme for sickness payments, to be insured in their own right.)

(a) The amounts of sickness or invalidity benefits recoverable under National Insurance Acts, if appropriate.
(b) The amount of injury benefit receivable under the National (Industrial Injuries) Act, if appropriate.
(c) The amount of earnings-related supplement to sickness

and injury benefit receivable under the National Insurance Acts, if appropriate.

Notification of absence due to sickness must be made as early as possible on the first day of sickness. If the absence continues beyond three working days a medical certificate must be submitted as required for National Insurance purposes.

Any accident or injury arising out of your employment must be reported immediately to the doctor on duty.

MATERNITY LEAVE

(6) Subject to her length of service and certain other conditions as laid down in the Employment Protection (Consolidation) Act 1978 and the Employment Act 1980, women on the staff are entitled to paid maternity leave and to return to a job. A certificate of confinement and due notice in writing of maternity absence and return to work, or both, should be provided as required in the Acts.

PENSION SCHEME

(7) Give details, if any. (There are no pension rights attaching to this employment and there is no contracting out certificate in force under the Social Security Pensions Act 1975.)

NOTICE OF TERMINATION OF EMPLOYMENT

(8) You are required to give written notice of your intention to terminate your employment and you are entitled to receive in writing the same minimum period of notice. This period of notice is calculated as follows:

—You are entitled to receive one week's notice of termination, increasing to two weeks after two years' service. Thereafter your notice entitlement and requirement will increase by one week for each additional complete year of service up to a maximum of 12 weeks for 12 years' service or longer.
By mutual agreement the period of notice may be varied. Payment in lieu of notice may be made.

HEALTH AND SAFETY AT WORK

(9) The practice's policy on health and safety at work is to provide a safe and healthy working conditions as possible and to enlist the support of their employees towards achieving these ends.

While the overall responsibility rests with your employer, all staff have a legal duty to take reasonable care to avoid injury to themselves or to others by their work activities, and not to interfere with or misuse any clothing or equipment provided to protect health and safety.

The main hazards that staff should be aware of are: (i) medical instruments, etc., in the consulting room; (ii) grams, bicycles, etc.

Any accident to a member of the staff or a member of the public should be reported to the doctor in charge immediately. A factual statement covering to the fullest possible extent all the circumstances of the accident may be required to ascertain the cause in order to prevent its recurrence.

Part II

DISCIPLINARY PROCEDURE

Preamble

Disciplinary rules and procedures are necessary for promoting fairness and order in the treatment of individuals. They also

assist a practice to operate effectively. Rules set standards of conduct and performance at work; procedure helps to ensure that the standards are adhered to and also provides a fair method of dealing with alleged failures to observe them.

Disciplinary procedures should not be viewed primarily as a means of imposing sanctions. They should also be designed to emphasise and encourage improvements in individual conduct. Individuals will be given the opportunity to state their case before decisions are reached. They have a right to be accompanied by a colleague at all stages in the procedure. Any warning given in this procedure will be deemed to have lapsed after one year, subject to satisfactory conduct.

The following disciplinary procedure will apply:

Counselling—If there is thought to be cause for action under this disciplinary procedure, you will first be asked to attend to discuss the matter with the doctor in charge. The proceedings will not be recorded. It is hoped that this informal counselling will resolve any possible difficulties and lead to the required improvement.

Verbal warning—If following this there is continued cause for concern, there will be a further meeting with the doctor in charge. You will have an opportunity to state your case. You may be accompanied by a colleague. If following this disciplinary action is deemed appropriate a verbal warning will be given. The warning will state the nature of the misconduct, specify the disciplinary action being taken, indicate the likely consequences of committing misconduct again, and state, if appropriate, the period of time given for improvement.

Written warning—If following this there is continued cause for concern, a formal written warning will be given by the doctor in charge stating the nature of the complaint and that if no improvement is forthcoming it may result in your dismissal.

Dismissal—If there is no improvement you may then be dismissed.
Appeal—Where circumstances permit, the right of appeal against dismissal should be to a doctor who has not been directly involved.

Serious misconduct—There are varying degrees of seriousness of misconduct, so this procedure may be started at any stage depending on the severity of the misconduct. A few examples of gross misconduct that would justify summary dismissal without prior warning are theft, abuse of medicines, and serious breach of confidentiality. In some circumstances where serious misconduct is thought to have occurred, the member of staff concerned may be suspended on full basic salary pending an investigation and a hearing.

GRIEVANCE PROCEDURE

If you have any grievance relating to your employment you should raise this with Dr . . . Minor grievances may be raised orally, but serious grievances must be in writing.

Signed for the employer
This . . . day of . . . 19 . . .

I acknowledge receipt of this contract of employment and agree to be bound by it. I understand that you retained a copy of this signed contract.

Signed employee
This . . . day of . . . 19 . . .

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Notes of guidance on the Draft Contract of employment

(1) Date of contract—Fill in date when Contract is signed. The date employment begins, for example, is important because various employment rights depend on continuity of service. The date must therefore take account of any employment with a previous employer that counts towards a period of continuous employment by the present employer.

(2) Employer—The full name and address of the employer(s) should appear in this space. Contracts should not be provided for staff who are in fact employed by someone other than the practitioner, such as area health authority staff attached to a practice.

(3) Title of job—It is important that this should adequately describe the scope of the employee's job as the employee otherwise may be justified in maintaining that work which he or she is asked to do is inconsistent with the job.

(4) The provisions of a Contract with regard to the previous period of employment are important whenever the employee has been in the practice longer than the employer's, because under the Employment Protection (Consolidation) Act 1978 when a practice is transferred from one doctor to another, the period of employment of an employee in the practice at the time of the transfer would normally count as a period of employment with the transferee and the transfer shall not break the continuity of the period of employment.

Thus, whereas a practitioner who takes on a new employee will incur very few obligations during the first 52 weeks, it is only at the end of this period that, for example, she becomes entitled to compensation if she is unfairly dismissed unless the dismissal is for an inadmissible reason. But if the employer takes over a practice in which the employee has already worked for 10 years, then even on the second day of the practice the employer will not be able to dismiss her without paying compensation based on the full 10 years' employment.

(5) Holidays—The parties are free to make their own arrangements in this regard. In small practices one of the most frequent sources of difficulty concerns staff who are unable to arrange their holidays so that they do not coincide. The form suggests one way in which this difficulty may be met, an alternative solution is to provide that in the event of such coincidence the employer shall decide when the holiday will be taken.

(6) Sickness or injury—Modern industrial legislation provides no statutory minima in respect of periods of sickness or injury but the industrial tribunal will endorse any right which the employee acquires under a Contract of Employment.

(7) Pensions—Some practices run their own pension schemes: if they do and if a contracting out certificate is in force then the Contract should say so.

(8) Notice—The periods of notice recommended are the statutory minima.

(9) Discipline—The Act provides that the Contract of Employment should tell an employee where details of the disciplinary procedure and rules governing an appeal against disciplinary action are to be found.

(10) Grievance procedure—The Act provides that the Contract of Employment must describe the grievance procedure.

JOB DESCRIPTION

This should normally be a separate and distinct document from the contract itself. It should set out the main task of the job, but also include the mundane tasks—for example, making tea—which employees sometimes prefer to forget or neglect.

This is the fifth of six articles on employment staff.