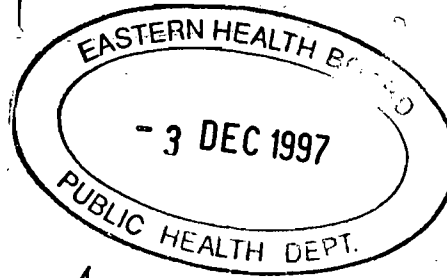


HSEA

HEALTH SERVICE
EMPLOYERS AGENCY

Liban

#10 R



Block B
DUBLIN CASTLE,
SHIP STREET,
DUBLIN 2.
TEL: (01) 475 1333
FAX: (01) 475 1805

26 November 1997

[Handwritten initials]

Mr P J Fitzpatrick
Chief Executive Officer
Eastern Health Board
Dr Steeven's Hospital
St John's Road
Dublin 8

EASTERN HEALTH BOARD

28 NOV 1997

RECEIVED
SECRETARIAT

Re: Revised 'Draft' Consultants Contract

Dear Mr Fitzpatrick

Negotiations with the Irish Medical Organisation and Irish Hospital Consultants Association have concluded and I enclose, for your information, a copy of the Revised 'Draft' Consultants Contract.

The outcome is currently the subject of ballots and the results are expected by the end of November 1997.

I will be in contact with you again at that stage.

Yours sincerely

[Handwritten signature: Pearse Costello]

Pearse Costello
INDUSTRIAL RELATIONS OFFICER

pp.

ot/pc.0016

1. C.J. 1. 8. 4^s
8.0.
F.O.
m/T.
2. R. 0. 2. 1.

**Consultants'
Contract
Documents**

CONTRACT
SCHEDULE OF SECTIONS

Section 1	Name of appointee.
Section 2	Offer of appointment.
Section 3	Regulation of appointment, qualifications and experience.
Section 4	Tenure of appointment.
Section 5	The Nature of Consultant Appointments.
Section 6	The Nature of Consultant's Role and Responsibilities.
Section 7	The Nature of the Employing Authorities Role and Responsibilities.
Section 8	Terms and Conditions - Non-Salary Conditions of Service.
Section 9	Terms and Conditions - Remuneration and Expenses.
Appendix I	Comhairle na nOspidéal letter of approval.
Appendix II	Job Description (new appointees)
Appendix III	Grievance and Disputes Procedure.
Appendix IV	Disciplinary Procedure

CONTRACT FOR APPOINTMENT OF CONSULTANT (SPECIALTY)
WITH (THE EMPLOYING AUTHORITY)

(Note: Throughout these documents the use of the masculine pronoun connotes the feminine gender also unless the contrary intention appears).

1. (Name and address of the person to whom the appointment is being offered).

2. You are hereby offered an appointment of Consultant (Specialty) on a Category 1 / Category 2 / Geographical Wholetime without fees* basis under (the employing authority) from (date) subject to the terms and conditions specified in this contract, its appendices and in the Memorandum of Agreement appended hereto; these jointly being the contract documents. This appointment has a weekly commitment of () sessions as defined in Section 2.4 of the Memorandum of Agreement.

3. Regulation of Appointment, Qualifications and Experience

- 3.1 This appointment has been regulated by Comhairle na nOspidéal in accordance with section 41(1)(b)(i) of the Health Act, 1970.

- 3.2 The qualifications required for this appointment are those specified by Comhairle na nOspidéal subject to any general requirements determined by the Minister for Health in accordance with section 41 (1)(b)(ii) of the Health Act, 1970. The type of appointment and the qualifications so specified are as determined for this appointment by the Comhairle and are given in the Comhairle's letter attached at Appendix I.

*** Delete as appropriate**

4. Tenure of Appointment

4.1 Subject to clause 4.3 of this contract in relation to probation, your appointment will be permanent and pensionable.

4.2 On appointment, you will hold office under (the employing authority). Where the appointment is under a Health Board, Part II of the Health Act, 1970 will apply to the appointment. In this connection see Appendix F to the Memorandum of Agreement.

4.3 A probationary period shall apply in the case of each consultant appointment except where a consultant currently holds the Common Contract or where he already holds a permanent appointment of consultant of a type regulated by Comhairle na nOspidéal under section 41(1)(b)(i) of the Health Act, 1970. In the case of your appointment, a probationary period shall / shall not apply*.

4.4 Where a period of probation applies your appointment shall be subject to the condition that you shall hold your appointment for a probationary period of 12 months which (the employing authority) may at its discretion extend, in which case the specific reasons for the extension shall be made known in writing to you. At the end of the probationary period, (the employing authority) shall either:

- (a) certify, with stated specific reasons, that your service has not been satisfactory in which case you will cease to hold the appointment, or
- (b) certify that your service has been satisfactory and confirm your appointment on a permanent basis.

If (the employing authority) should fail to certify in accordance with (a) or (b) above, your appointment shall be deemed to take effect on a permanent basis.

*** Delete as appropriate**

4.5 In the case of joint appointments, including the probationary period under each employing authority, the holding of any one part of the post is contingent on continuing to hold the other part or parts of the post.

5. The Nature of Consultant Appointments

5.1 For the purpose of this contract, a consultant is defined in the following general terms:

A consultant is a registered medical practitioner in hospital practice who, by reason of his training, skill and experience in a designated specialty, is consulted by other registered medical practitioners and undertakes full clinical responsibility for patients in his care, or that aspect of care on which he has been consulted, without supervision in professional matters by any other person. He will be a person of considerable professional capacity and personal integrity.

5.2 Being a consultant involves continuing responsibility for investigation and for the treatment of patients without supervision in professional matters by any other person. This continuing responsibility for investigation and for treatment of patients is a personal matter between each consultant and each patient in his care and it extends for as long as the patient remains in the consultant's care. The consultant may discharge this responsibility directly in a personal relationship with his patient, or, in the exercise of his clinical judgement, he may delegate aspects of the patient's care to other appropriate staff, or he may exercise responsibility concurrently with another doctor or doctors. Notwithstanding this however, the unique position of the consultant in the hospital requires that he carries the continuing responsibility for his patients so long as they remain in his care.

5.3 The employing authority and the consultant acknowledge that the provision of services to patients is a joint task which sets obligations on both parties.

6. The Nature of a Consultant's Role and Responsibilities

6.1 (The employing authority) recognises your right to the exercise of your independent judgement in clinical and ethical matters (subject to the provisions of clause 8.11 of this Contract where applicable).

6.2 As a consultant, your responsibilities will include, inter alia, responsibility for:

- (i) producing a realistic agreed schedule which specifies how you intend to discharge in person your full contractual commitment, over the period from Monday to Friday, taking into account the exigencies of the service and the most effective utilisation of resources,
- (ii) supplying adequate advance notice in writing to hospital management advising them of all planned absences, together with their duration,
- (iii) ensuring that fixed sessions, in particular Out Patient and Theatre sessions etc., should start as scheduled in order to minimise delays for patients and possible disruption of services,
- (iv) providing management with rosters indicating clearly who will be on call and available to the hospital at any given time where approved on-call/emergency services are to be provided,
- (v) agreeing with management the details of the service levels and mix to be provided within the scheduled commitment,
- (vi) supplying to (the employing authority) such information on the discharge of your scheduled fixed and flexible sessions as is necessary and reasonable to establish that you are fulfilling your contractual commitment. The obligation to provide a schedule and information on the discharge of the scheduled commitment exists independently of the other provisions of this contract and accompanying Memorandum of Agreement,

- (vii) participating, as of right in the selection process for Non-Consultant Hospital Doctors, and in the selection process for such other staff as the employing authorities agree are appropriate, in in-service teaching and training of medical and other staff, in research within the hospital and in administration outside the management of your own particular department or unit of the hospital,
- (viii) participating in a process of clinical audit, which will preserve the confidentiality of the doctor/patient relationship,
- (ix) providing information to (the employing authority) including data for hospital information systems and service planning and for such other purposes as (the employing authority) and you agree are appropriate.

6.3 A job description in respect of your appointment is attached at Appendix II (new appointments only).

7. The Nature of the Employing Authority's Role and Responsibilities

7.1 For hospitals to operate in an efficient and effective manner it is necessary that decisions affecting patient care are taken as near as possible to the point of service delivery. Consultants need to be involved in the management process. This involvement commences with the consultant's responsibility to manage his own practice and will involve co-operation with colleagues and other health professionals, at department, unit, hospital or hospital group level, extending to involvement in the management of the hospital/hospital grouping through direct membership of, or representation on, the hospital Executive Management Board.

7.2 Each hospital or hospital grouping will have an Executive Management Board, the precise constitution and role of which will depend on the structure and size of the hospital or hospital grouping. It is equally necessary that sub-Board structures are put in place to assist in the management process. The recent experience of the pilot projects in a number of hospitals confirms that the concept of a distinct unit grouping the clinical

functions together under the leadership of a selected consultant (e.g. the Clinical Directorate model), represents an effective model to facilitate participation of hospital Consultants in the management process.

7.3 It is agreed that (the employing authority) and the consultants will work together, and will have the support of the Department of Health and Children, in identifying the most suitable management models for implementation in individual hospitals/hospital groupings. The concept of establishing distinct units (as set out in 7.2 above) is agreed, such units to be led by a member of the consultant team in each unit.

7.4 It is acknowledged that the effectiveness of the leader of the unit is dependent not alone upon the calibre of the person appointed but upon the support, co-operation, and commitment of the members of the unit and of the consultants in general. The leader of the unit should be appointed by management on the recommendation of the consultants in the unit and should be for a fixed term, (e.g. 3 to 5 years) and involve the allocation of a number of designated sessions to enable him fulfil his role.

7.5 The Executive Management Board will have a constitution and its functions will include:

- the formation and implementation of annual service plans for the hospital/hospital grouping which will cover inter alia;
 - activity levels
 - personnel
 - budget
- the development of strategies and policies for the overall development of the hospital/hospital grouping.
- the provision of support for clinical audit.

Appropriate training and support will be provided for the operation of the Executive Management Board and the devolution of executive responsibility for each of the elements of the service plan will be agreed between the Executive Management Board and the employing authority.

7.6 Under the traditional representative model, consultants organise themselves in groupings which reflect the characteristics of individual hospitals/hospital groupings in order to deal with collegiate/non executive matters. This representative system provides a mechanism to complement and inform the work of the Executive Management Board. Where these representative structures for consultants do not exist, employing authorities will encourage and support their establishment. Employing authorities will, with the agreement of consultants, encourage the development of collaborative working arrangements through their representative structures and by so doing, encourage the fullest participation by all consultants in the arrangements. The appropriate representative head (Chairman or Honorary Secretary) of such a structure, e.g. Medical Board, Medical Advisory Board, Medical Committee or Medical Council, will be accorded a consultative status within the hospital, commensurate with his important representative function, on matters of significance impinging on the medical aspects of the hospital's services.

8. Terms and Conditions - Non Salary Conditions of Service

8.1 Work Location

You will be based at (location indicated in the Comhairle letter of approval). You will be required to conduct clinics and out-patient work as appropriate to your specialty both at your base and at (designate specific locations of the clinics and out-patient work); these locations may be changed by (the employing authority) but they will not be outside the area served by (the hospital or hospital group) for your specialty without your consent, nor will the overall duration or frequency be changed without your consent. The location, frequency and duration will not be changed by you except with the approval of (the employing authority). You will not be transferred from (the hospital or hospital

group) without your consent unless major changes take place in the character of the work being carried out there, in which case arrangements will be made to offer you an appropriate alternative appointment, including an option to change category of appointment without competition, in another hospital. In such a case, removal expenses calculated in accordance with the Removal Expenses Scheme for health boards and local authorities will be paid, if claimed.

8.2 Residence

You will be required to reside convenient to the hospital in which you hold your appointment or at such other place as may be approved by (the employing authority). In the case of a dispute arising under this paragraph, the parties will have recourse to the Grievance and Disputes Procedure outlined in paragraph 8.9.

8.3 Private Practice

You may engage in private practice in accordance with the terms of the Memorandum of Agreement.

8.4 Leave

Annual, sick, special, maternity and sabbatical leave and leave for continuing education shall be as set out in Section 5 of the Memorandum of Agreement.

8.5 Public Holidays

Leave in respect of public holidays shall be granted in accordance with the Holidays (Employees) Act, 1973.

8.6 Rest Days

As per 5.6 of Section 5 of the Memorandum of Agreement.

8.7 Provision of Locums

Arrangements for locum cover will be as set out in Section 5.8 of the Memorandum of Agreement.

8.8 Disciplinary Procedure

The disciplinary procedures, as set out in Appendix IV will apply to you.

8.9 Grievance and Disputes Procedure

It is intended that, to the greatest extent possible, problems associated with your contract should be addressed and resolved within the normal structures of the (employing authority). In exceptional cases, problems will be referred to a third party - see Appendix III of this contract and Section 7 of the Memorandum of Agreement.

8.10 Age Limit

You shall cease to hold this permanent appointment on reaching the age of 65 years.

8.11 Ethical Principles

Existing contractual provisions in, and ethical principles and regulations specific to, individual non-Health Board hospitals will be inserted here.

9. Terms and Conditions - Remuneration and Expenses

9.1 The various elements of the remuneration and expenses package are outlined in Section 4 of the Memorandum of Agreement.

In the case of your appointment, remuneration shall be as follows:

- (i) _____ (Salary)
- (ii) _____ (Extended duty liability)
- (iii) _____ (Emergency services)

9.2 Superannuation

The provisions of

- The Local Government (Superannuation) Act, 1980*
- The Voluntary Hospitals Superannuation Scheme*
- The Nominated Health Agencies Superannuation Scheme*

will apply to you.

* delete as appropriate.

Contributions at the appropriate rate in accordance with the provision of the relevant scheme and its allied spouses and children's pension scheme will be deducted from pensionable remuneration.

An explanatory note outlining the main features of the scheme will be given to you on request.

9.3 Travelling and subsistence expenses

Travelling and subsistence expenses necessarily incurred in the course of your duties shall be met on the basis applicable to persons of appropriate senior status in the public sector. Consultants holding joint appointments or appointments involving a commitment at more than one location will be re-imbursed expenses in respect of travel between locations specified in the schedule which are agreed with the employing authority or authorities.

9.4 Medical Indemnity

You shall, as long as required by (the employing authority) and while you continue to hold your appointment, keep yourself indemnified against claims arising from malpractice and negligence in relation to your appointment. The (employing authority) shall reimburse you promptly to the extent of (%) in respect of the cost of such indemnity.

These provisions may be rescinded by the employing authority and replaced by others in the event of alternative arrangements for the provision of cover against claims for negligence being introduced following agreement between the Department of Health and Children and the Irish Medical Organisation and the Irish Hospital Consultants Association.

You will agree to participate in agreed clinical risk management programmes at hospital and unit level.

9.5 Telephone and Communications

You shall be reimbursed either the cost of telephone rental for your home or the cost of a mobile phone rental.

Signed on behalf of the Employing Authority _____

Date _____

Signed _____

Acceptance (do not detach)

I hereby accept the appointment offered above by (the person authorised on behalf of the employing authority) on the terms and subject to the conditions of appointment referred to and I undertake to commence my duties with the Employing Authority on the

Date: _____

Signed: _____

Grievance and Disputes Procedure

This procedure is to deal with problems arising during the initial development period of the revised contract. To the greatest extent possible, such problems should be addressed and resolved within the normal structures of the employing authority. Issues such as the resourcing of services, roles of hospitals and general service issues will be excluded from this process.

Where a dispute during the initial development period of the revised contract arises between the employer and a consultant(s), the following steps are to be taken:

- 1 Local level discussions must be undertaken and completed within three months from the date on which either party to a dispute indicates that it wishes to avail of this procedure.
- 2 In exceptional cases where resolution at local level proves impossible, the matter will be referred by way of written submission to the mediator by individual consultants and / or the employer, accompanied by a memorandum outlining the local discussions that have taken place.
- 3 The mediator will decide whether all avenues at local level had been explored and exhausted and whether it is now an appropriate matter for his consideration.
- 4 The mediator will be assisted by representatives of the HSEA / IBEC (as appropriate), the IMO and the IHCA (as appropriate). As a rule two representatives from the HSEA / IBEC and one representative from each of the medical organisations will assist the mediator but where a consultant(s) wishes to be represented exclusively by one or other of the medical organisations, two representatives from that organisation will be permitted.

Disputes which fail to be resolved at local level, as indicated at 1 above, should be referred with the necessary documentation directly to the mediator. The costs attendant on utilising the mediator's services will be borne by the employing authority concerned.

The following list of people have agreed to act as mediator:

Name

Address

In order to ascertain which of the above names should be approached to act as mediator in particular cases the Employer side should contact the HSEA / IBEC and the Employee side should contact the IMO and IHCA, whichever is appropriate.

Disciplinary Procedure

Preamble

The purpose of the disciplinary procedure is to ensure that complaints concerning the competence, capability or conduct of consultants will be dealt with in a matter which has due regard to the rights and obligations of the parties. Where a complaint concerning a consultant is considered under this procedure it shall be dealt with expeditiously while affording the consultant adequate opportunity to reply to any complaint or allegation made against him. The consultant shall be entitled to be represented at all stages of the procedure should he so desire.

1 Where:

(a) The Chief Executive Officer of a Health Board

or

(b) The Chief Executive Officer, Secretary/Manager of a hospital or some other person authorised by him of a hospital not being a Health Board hospital

- hereinafter called "the appropriate person",

is concerned that a consultant may have failed to comply with any of the terms of his appointment or may have otherwise misconducted himself in relation to his appointment, he shall notify the consultant in writing of the reasons for such concerns and inform him that any representations in regard to the matter may be received by the Chief Executive Officer or the appropriate person, as the case may be, from the consultant within two weeks of the issue of the notification and will be considered.

2 A complaint relating to an individual living patient shall not be considered except where:-

(a) It is made by the patient, by a member of his family or by the employer, colleagues, statutory authorities or, by another person with the written consent of, the patient or where the patient is a child, of his parent or guardian and it is in writing and signed by the person making it, and

(b) It is made within six weeks of the alleged event in relation to which the complaint is made or within such longer period as appears reasonable to the Chief Executive Officer or the appropriate person.

- 3 Where it appears to the Chief Executive Officer of a Health Board, the Chief Executive Officer, Secretary/Manager of a hospital or other health agency or his authorised representative, that by reason of the conduct of a consultant there may be an immediate and serious risk to the safety, health or welfare of patients or staff the consultant may apply for or may be required and shall, if so required, take immediate administrative leave with pay for such time as may reasonably be necessary for the completion of any investigation into the conduct of the consultant in accordance with the provisions hereof. This investigation should take place with all practicable speed. In taking such action the Chief Executive Officer of a Health Board, the Chief Executive Officer, Secretary/Manager of a hospital or other health agency or his authorised representative shall consult with the Chairman or Secretary of the Medical Board or equivalent structure.
- 4 The Chief Executive Officer of a Health Board, Chief Executive Officer, Secretary / Manager of a hospital or other health agency or the appropriate person, after consideration of any representations which the consultant may make in regard to the matter, and after carrying out such further examination into the matter as he considers necessary may:-
- (a) if he is satisfied that the matter was trivial or without foundation, so inform the consultant in writing,
or
 - (b) if he is satisfied that the consultant had not complied with the terms of his appointment or had otherwise misconducted himself in relation to his appointment, and if he thinks fit, issue a warning or other like communication to the consultant,
or
 - (c) where he is the Chief Executive Officer of a Health Board, decide to act in accordance with the provisions of sections 22, 23 and 24 of the Health Act, 1970 and the regulations made thereunder,
or
 - (d) where he is not the Chief Executive Officer of a Health Board, decide to act by way of the following analogous provisions.
- 5 (1) Where the appropriate person decides to proceed under the provisions of paragraph 4(d), he may request the Minister to appoint a committee under this paragraph to inquire into the matter and the Minister shall thereupon appoint such a committee.
- (2) A panel shall be established for the purpose of providing members for the aforesaid committee.
- (3) Membership of a committee referred to in sub-paragraph (1) shall consist of:-
- (a) one person (to be a Chairman of the Committee) to be selected by the Minister in agreement with the Irish Medical Organisation and the Irish Hospital Consultants Association and the appropriate person,
 - (b) two persons selected by the Minister from lists of names of persons supplied by the Irish Medical Organisation and the Irish Hospital Consultants Association, and

- (c) two persons selected by the Minister following consultation with the employing body concerned.
- (4) The quorum for a committee under this paragraph shall be three, at least one member of the quorum being a person referred to in sub-paragraph (3)(b) and at least one being a person referred to in sub-paragraph (3)(c).
- (5) Any question arising before the committee under this paragraph shall be decided by the majority of the members of the committee who are present and vote and in the case of the equality of votes on any question the chairman shall have a second or casting vote.
- (6) A committee under this paragraph may act notwithstanding any vacancy among its members.
- (7) The chairman of a committee shall convene the first meeting of the committee not less than ten days after the committee is established.
- (8) During the conduct of the committee's proceedings, which shall be held in private, the chairman shall have discretion as to the conduct of the proceedings, and, in particular, shall:
- (a) decide the order of appearance of persons appearing before the committee,
 - (b) permit the consultant and the appropriate person to appear in person or to be represented or assisted by another person or persons or to make written submissions to the committee, and
 - (c) hear, if he thinks fit, any person who is not a party to the proceedings.
- (9) Where, before a committee has made a recommendation, a member of the committee for any reason becomes unable to continue to act as such, the Minister may, at the request of the consultant concerned, or if the Minister considers it desirable so to do, appoint another committee.
- (10) The committee shall complete its examination of a complaint with all practicable speed and shall make its recommendations in writing to the appropriate person and shall also send a copy of the recommendations to the consultant concerned.
- (11) A committee having inquired into the matter may recommend:
- (a) the termination of the consultant's appointment, or
 - (b) a period of unpaid suspension, or
 - (c) deduction of a specified sum of money from the consultant's remuneration, or
 - (d) that the consultant concerned should be admonished.
- (12) Where a committee recommends the termination of a consultant's appointment, the appointment may be terminated after the expiration of a period of 21 days from the communication to the consultant concerned of such recommendation, unless a request has been made to the Minister under sub-paragraph (13).

- (13) A consultant in relation to whom a recommendation for termination of his appointment or for unpaid suspension or for the deduction of a specified sum of money has been made under sub-paragraph (11) may request the Minister to issue a direction to the appropriate person in relation to that recommendation.
- (14) A request under sub-paragraph (13) shall be submitted in writing to the Minister either by the consultant concerned or on his behalf and shall specify the grounds on which the consultant requests the Minister to issue a direction to the appropriate person and the Minister shall notify the appropriate person of the receipt of such request.
- (15) Where a request is made to the Minister under sub-paragraph (13), the Minister may give to the appropriate person a direction (being a direction to comply with the recommendation of the Committee or such other direction as the Minister considers appropriate) and the appropriate person shall comply with such direction.

MEMORANDUM OF AGREEMENT

SCHEDULE OF SECTIONS

Section 1	Introduction.
Section 2	The Nature of Consultant Appointments.
Section 3	The Structuring of Consultant Appointments.
Section 4	Remuneration and Expenses.
Section 5	Non-Salary Conditions of Employment.
Section 6	The Nature and Conduct of the Employment Relationship.
Section 7	Grievance and Disputes Procedure.
Appendix A	Comhairle na nOspidéal Guidelines for Joint Appointments.
Appendix B	Rates of Remuneration.
Appendix C	Rates for mileage.
Appendix D	Sick Leave provisions.
Appendix E	Special Leave provisions.
Appendix F	Chief Executive Officers' Statement.

MEMORANDUM OF AGREEMENT

1. INTRODUCTION

1.1 This Memorandum of Agreement has been formulated having regard to the terms of the existing contract, the recommendations of the Review Body on Higher Remuneration in the Public Sector (Report No. 36) and the negotiations with the representative bodies of the medical profession.

1.2 This Memorandum covers the following issues:

The nature of Consultant appointments;
The structuring of Consultant appointments;
Remuneration and expenses;
Conditions of employment and Superannuation;
Provision of Locums;
The nature and conduct of the employment relationship;
Grievance and Disputes Procedure.

2. THE NATURE OF CONSULTANT APPOINTMENTS

2.1 For the purpose of this Memorandum, a consultant is defined in the following general terms:-

A consultant is a registered medical practitioner in hospital practice who, by reason of his training, skill and experience in a designated specialty, is consulted by other registered medical practitioners and undertakes full clinical responsibility for patients in his care, or that aspect of care on which he has been consulted, without supervision in professional matters by any other person. He will be a person of considerable professional capacity and personal integrity.

2.2 Being a consultant involves continuing responsibility for investigation and for treatment of patients without supervision in professional matters by any other person. This continuing responsibility for investigation and for treatment of patients is a personal matter between each consultant and each patient in his care and it extends for as long as the patient remains in the consultant's care. The consultant may discharge this responsibility directly in a personal relationship with his patient, or, in the exercise of his clinical judgement, he may delegate aspects of the patient's care to other appropriate staff, or he may exercise the responsibility concurrently with another doctor or doctors. Notwithstanding this, however, the unique position of the consultant in the hospital requires that he carries continuing responsibility for his patients so long as they remain in his care.

2.3 The agreed objective of the parties to this Memorandum is the maintenance of the highest standards in the public hospital system. To this end, the remuneration, general conditions of employment and facilities are intended to attract and retain the major part of the practices of consultants of the highest calibre on the sites of public hospitals.

2.4 Qualifications for holding appointment as a Consultant

2.4.1 It is a function of Comhairle na nOspidéal under section 41(1)(b)(ii) of the Health Act, 1970 to specify qualifications for Consultants whether in Health Boards or Voluntary Hospitals. The Minister for Health also has power to determine qualifications of a general nature under that section and under section 15 of the Health Act, 1970. The following is an outline of the qualifications which are ordinarily specified:

- (i) each person must be a medical practitioner who is registered otherwise than provisionally or temporarily, in the Register of Medical Practitioners for Ireland;
- (ii) each person must possess the professional qualifications specified by Comhairle na nOspidéal in relation to the particular appointment.

2.5 Health

A candidate for and any person holding the office must be free from any defect or disease which would render him unsuitable to hold the office and be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service

2.6 Character

A candidate for and any person holding the office must be of good character.

2.7 Duties

2.7.1 In the case of Health Board appointments the Chief Executive Officer has power under section 14(3) of the Health Act, 1970 to determine the duties of all officers. The agreed statement of the Chief Executive Officer of each Health Board is attached at Appendix F indicating that the exercise of his powers under section 14 (3) of the Health Act, 1970 will be in accordance with the terms of this Contract.

2.7.2 The duties of consultants in non-Health Board hospitals will be specified at the time of appointment.

2.7.3 A mechanism to determine disputes about duties will be put in place at local level by the employing authority in agreement with the representative grouping(s) for consultants. Where it is not possible to settle a dispute locally, in the case of consultants employed in Health Board hospitals, the matter should be referred to the Minister under section 14(6) of the Health Act, 1970.

In the case of consultants employed by non-Health Board hospitals, the matter should be dealt with under the Grievance and Disputes Procedure outlined in paragraph 7.1.

2.8 Occupational Hazards

2.8.1 The employing authority recognises the particular risks to the health and safety of all professional and occupational groups, (including Consultants) employed in the health services. Services and facilities to deal with these risks are set out in existing schemes including the Safety, Health and Welfare at Work Act, 1989. The operation of these schemes will be reviewed, at regular intervals, in consultation with the organisations representing the medical profession.

2.9 Private Practice

2.9.1 The Government has consistently affirmed its commitment to the availability of a mix of public and private care within the Irish health system. Most recently, this has been restated in the Health Strategy, Shaping a Healthier Future (1994). The Health Strategy also states that "it is important to ensure that the co-existence of public and private practice does not undermine the principle of equitable access".

2.9.2 The agreement in relation to scheduling and organisation of work set out at Section 6 of the Contract is designed to demonstrate clearly that any entitlement to off-site private practice does not result in a reduction of contracted service to public sector patients whether public or private.

2.9.3 With regard to on-site private practice, a consultant's overall proportion of private to public patients should reflect the ratio of public to private stay beds designated under the 1991 Health (Amendment) Act which requires that all public hospital beds be classified as public, private or non-designated. Variations in the nature or extent of a consultant's work as between his public and private practices will be subject to review under the terms of Section 6 of the Memorandum of Agreement.

2.9.4 Each consultant will be entitled to engage in private practice within the hospital or hospitals in which he is employed. The extent to which a consultant is entitled to engage in private practice outside the hospital or hospitals in which he is employed is

determined by the category of post which he holds (see section 3 of the Memorandum of Agreement) and subject to him satisfying the employing authority that he is fulfilling his contractual commitment to the public hospital(s).

2.9.5 Where a consultant is engaged in private practice within institution(s) financed from public funds, and with which he has a contract, then that private practice will be considered as on-site.

2.9.6 Conversely, where a consultant is engaged in private practice within institution(s) where the managing authority is separate from the public hospital and/or the hospital is financed from private funds, then that private practice will be considered as off-site.

2.9.7 Notwithstanding the provisions of paragraphs 2.9.4 and 2.9.5 above, a Category 1 Consultant who, by definition, devotes substantially the whole of his professional time to a public hospital cannot treat patients in a private hospital or clinic. He may, however, see private patients in consulting rooms which are not on the site of the public hospital. The nature and extent of the activities pursued in consulting rooms should not extend beyond consultation, examination of patients and the performance of minor treatments i.e. activities normally carried out in out-patient clinics. It does not encompass day-ward procedures involving anaesthesia. The principal criterion to be employed in assessing whether any particular activity falls within the permitted limits is the effect which it has on a consultant's ready availability to the public hospital. The long-term objective is to provide consulting rooms in the public hospital(s) which may be availed of by Category 1 Consultants to see fee paying patients. Occasional consultations at the request of another consultant are not precluded by the above provisions

2.10 Medical Indemnity

2.10.1 Each consultant shall, as long as required by (the employing authority) and while he continues to hold his appointment, keep himself indemnified against claims arising from malpractice and negligence in relation to his appointment. The (employing

authority) shall reimburse him promptly to the appropriate extent in respect of the cost of such indemnity, as set out in 2.10.2.

These provisions may be rescinded by the employing authority and replaced by others in the event of alternative arrangements for the provision of cover against claims for negligence being introduced following agreement between the Department of Health and Children and the Irish Medical Organisation and the Irish Hospital Consultants Association.

Consultants will agree to participate in agreed clinical risk management programmes at hospital and unit level.

2.10.2 Category 1 Consultants and Geographical Wholetime Without Fees Consultants should have 90% of their subscription refunded. Category 2 Consultants should have 80% of the cost refunded (part-time consultants will be proportionate of 80%). Where a holder of the common contract (1981) was entitled to retain the right to a more favourable level of recoupment on taking the common contract (1991) he shall be allowed to retain his present level of recoupment on a personal basis.

2.11 Scheduled Commitment

2.11.1 The time commitment contracted by a consultant will be expressed in terms of notional three hour sessions.

2.11.2 A consultant's time commitment, which will be personally discharged, will be scheduled in sessions during the hours normally worked within the Monday to Friday working week. The requirement to personally discharge all of the commitment does not preclude the consultant from delegating aspects of his scheduled work while the time commitment to (the employing authority) is being personally discharged elsewhere.

2.11.3 Each session may be scheduled as either fixed or flexible.

(i) A fixed session is a time commitment which must be fulfilled, except by agreement between the consultant and the employing authority or in emergency, because of the significant impact which such activities have on the utilisation of other resources and the deployment of other staff e.g. out-patient clinics, theatre sessions, ward rounds, investigative and treatment sessions.

(ii) A flexible session which is not fixed (as defined above) is a regular and predictable time commitment, the extent of which can be anticipated, which may be discharged in a flexible manner within a specific time frame e.g. 1 week or 1 month. Flexible sessions will cover medical activities such as - depending on specialty - teaching, minor ward rounds, reporting, research, meetings, hospital management and medical audit.

2.11.4 The aggregation of fixed and flexible sessions in a given time period shall be on a cumulative basis of notional hours e.g. 11 sessions per week = 33 notional hours per week. This does not imply that Consultants' work is necessarily organised in equal periods of time. If the time actually worked on a scheduled session consistently and significantly varies from the notional three hour commitment, there will be a review of the scheduled commitment to ensure that the consultant is not working regularly in excess of or less than his weekly scheduled commitment. Where the commitment is being unavoidably exceeded for reasons of a temporary nature, local arrangements shall be made to compensate the consultant concerned. A consultant's commitment shall comprise a mix of fixed and flexible sessions, the ratio of which will vary depending on specialty.

2.11.5 It is acknowledged that some professional activities are infrequent and irregular and cannot be scheduled in advance within the definition of fixed/flexible sessions. The professional time devoted to such activities is being described as non-schedulable.

2.11.6 The equivalent of two sessions of professional time per week will be available for episodic activities such as involvement in planning, interviews and periodic meetings which if they become regular will be deemed flexible.

2.11.7 It is both recognised and accepted that consultant medical staff hold key senior positions in the health service. In the case of senior postholders a large degree of reciprocal trust and confidence is required. Hospital services and staff resources need to be critically linked to consultants' working patterns to ensure that a cost effective, quality service is provided to all patients in the public hospital system..

2.11.8 To enable the hospital/service to function in the most effective manner possible each consultant will produce a realistic agreed schedule which specifies how he intends to discharge in person his full contractual commitment, over the period from Monday/Friday, taking into account the exigencies of the service and the most effective utilisation of resources. In delivering service within this schedule it is expected in particular that:

- (i) Consultant medical staff should give adequate advance notice in writing to hospital management advising them of all planned absences, together with their duration,
- (ii) Fixed sessions, in particular Out-Patient and Theatre sessions, should start on time in order to minimise delays for patients and possible disruption of services,
- (iii) All specialties providing approved on call/emergency services should provide hospital management with rosters indicating clearly who will be on call and available to the hospital at any given time.

2.11.9 Details of the service levels and mix to be provided within the scheduled commitment for each consultant are a matter to be agreed with management.

2.11.10 A consultant will supply to his employing authority such information on the discharge of his scheduled, fixed and flexible sessions as is necessary and reasonable to establish that he is fulfilling his contractual commitment. The employing authority is entitled to satisfy itself that the agreements referred to in paragraph 2.11.8 above are being fulfilled.

2.11.11 A consultant will co-operate with the employing authority in the collection of maintenance fees.

3. THE STRUCTURING OF CONSULTANT APPOINTMENTS

3.1 The determination of the number and type of consultant appointments is the statutory responsibility of Comhairle na nOspidéal. This statutory function is discharged within the context of Government policy on hospital services. The parties to this agreement fully support the considerations laid down by Comhairle na nOspidéal in Section 3 of its Seventh Report for the sanctioning of consultant appointments, the aim of which in the approval of appointments has been to ensure a viable job and to achieve as near a maximum commitment as possible to a single hospital or group of hospitals.

3.2 It is agreed that consultant appointments will fall into the two categories set out at paragraphs 3.3 and 3.4 below.

3.3 Category 1 Consultants

3.3.1 A Category 1 Consultant will have a scheduled commitment of 11 fixed and flexible sessions (an aggregate of 33 notional hours). He will also be liable for extended duty and emergency services. He will devote substantially the whole of his professional time, including time spent on private practice, to the public hospital(s).

3.4 Category 2 Consultants

3.4.1 A Category 2 Consultant will have a scheduled maximum commitment of 11 fixed and flexible sessions (an aggregate of 33 notional hours). He will also be liable for extended duty and emergency services. In addition he may engage in private practice on-site and off-site.

3.5 Geographical Wholetime Without Fees Category

A Geographical Wholetime without fees Consultant will have a scheduled commitment of 11 fixed and flexible sessions (an aggregate of 33 notional hours). He will also be liable for extended duty and emergency services. He will devote substantially the whole of his professional time to the public hospital(s).

3.6 Part-time Consultants

The commitment of Part-time Consultants should range from 7 up to 9 schedulable sessions but should not be less than 3 sessions.

3.7 Joint Appointments

A joint appointment is one which involves a commitment by a consultant to two or more employing authorities. The need for a single contract or interdependent contracts (with reciprocal clauses) for joint appointments is accepted. The total commitment should not exceed that which will be expected from other Consultants in the same specialty who have a wholetime commitment in any one of the employing hospitals. Guidelines relating to Joint Consultant Appointments by Two or More Authorities published by Comhairle na nOspidéal are attached at Appendix A.

3.8 Academic Appointments

The future arrangements to apply to the remuneration and conditions of employment of consultants holding joint academic/clinical appointments are being currently addressed by management, the profession and the appropriate academic bodies. These arrangements will apply from the same effective date as applicable to other consultants.

3.9 Options for existing Consultants

3.9.1. Consultants who had an entitlement to exercise an option under paragraph 3.8.1 of the Memorandum of Agreement in the 1991 Common Contract will be offered an opportunity to opt initially for one of the categories described in paragraphs 3.3 and 3.4 above.

3.9.2 Existing "wholetime" consultants who wish to opt for a part-time commitment may do so subject to agreement with the employing authority or authorities concerned on the implications of the part-time arrangements for the services of the hospital or hospitals and the approval of Comhairle na nOspidéal. Normally any sessions "lost" through having the commitment of a post reduced shall be retained in the hospital concerned. In some circumstances, they may, by agreement, be transferred to another hospital.

3.9.3 Consultants who hold existing part-time posts under the common contract will be offered posts with a similar sessional commitment under this contract.

3.9.4 Consultants who held posts in the Geographical Whole-time without fees category at 20/9/97 or who had given written notice to their employing authority(s) by that date of their intention to exercise an option under paragraph 3.3.3 of the Memorandum of Agreement attached to the 1991 Common Contract, to change to that category will be allowed, on a personal basis, to exercise an option to remain as a Geographical Whole-time without fees Consultant.

3.9.5 Conditions relating to arrangements for fees earned in the treatment of private patients by such consultants as set out in paragraphs 3.3.3, 3.3.4 and 3.3.5 of the 1991 Common Contract shall continue as heretofore.

3.10 Movement between categories

- 3.10.1 Both sides accept the recommendations contained in paragraph 3.24 of Review Body Report No. 36 that suitable arrangements, which take account of all the factors contained in paragraph 3.24, be introduced to allow more flexibility for consultants to move at reasonable intervals from one category of post to another.
- 3.10.2 Nothing in the following paragraphs shall impede consultants from moving from one category of post to another where the employer has no objection to any such request.
- 3.10.3 The category of post shall be determined by Comhairle na nOspidéal at the time of approval. The employer shall obtain the views of the Hospital Medical Board prior to submitting an application to Comhairle.
- 3.10.4 Consultants may apply to have the category of post changed at 5 year intervals. In the event that the employer does not accede to the request the matter will be referred to an agreed third party for a recommendation.
- 3.10.5 Where significant changes occur in a particular area in the delivery of acute hospital care, (e.g. - hospital closures) consultants shall be entitled to have their category of post reviewed within the 5 year period.

4. REMUNERATION AND EXPENSES

4.1 Remuneration

- 4.1.1 Remuneration of each consultant shall consist of payment in respect of the following three groups of services, namely:
- (i) the scheduled commitment, including his continuing responsibility for his patients, his extended duty liability for emergency cover (except as described below) and emergency services (except as described below)

(ii) extended duty liability as described in paragraphs 4.3;

(iii) emergency services as described in paragraphs 4.4 - 4.8.

4.1.2 Remuneration does not cover expenses incurred which shall be provided for separately.

4.2 The main part of a consultant's remuneration is in respect of sub-paragraph (i) of paragraph 4.1.1

4.3 Extended Duty Liability

4.3.1 The (employing authority) has a responsibility to provide clinical cover for emergencies arising within the hospital and for patients brought to the hospital for emergency treatment. The employing authority is responsible for arranging appropriate rosters for the provision of such cover.

4.3.2 Payment for extended duties shall be as follows:

(i) to each consultant with an on call liability an amount of £_____ per annum

(ii) in addition consultants on a 1:1, 1:2 and 1:3 roster will be paid £_____, £_____ and £_____ respectively.

4.3.3 Payment of these additional allowances will be implemented following the completion of a review of rosters recommended in paragraph 4.7 of the Review Body Report No. 36. These rosters will be reviewed at least once a year to ensure that they are being operated in the most cost effective and efficient manner possible.

4.4 Emergency Services

- 4.4.1 The third element of a consultant's remuneration, namely that referred to at sub-paragraph (iii) of paragraph 4.1 shall reflect the specific instances where he attends at the hospital for emergency duties arising from unscheduled work (other than that involving continuing responsibility, see paragraph 2.2) for eligible patients.
- 4.4.2 The consultant will be eligible for payment under this provision when he attends at the hospital after the end of his scheduled commitment in circumstances set out in paragraph 4.4.3
- 4.4.3 A consultant will be eligible for payment on a per call-out basis under this provision in respect of the specific instances when he attends at the hospital where the consultant is:
- (a) rostered for on-call duty and is contacted by another medical practitioner in the hospital, by a senior nurse or other member of the hospital staff specifically designated for that purpose and attends at the hospital to undertake emergency duties
 - or
 - (b) rostered for on-call duty and in the exercise of his professional judgement, the consultant attends at the hospital and performs clinical work of an urgent nature or carries out urgent diagnostic or therapeutic procedures.
- 4.4.4 If an employing authority considers that a consultant is making excessive claims for emergency services it may ask to have the matter considered under a complaints procedure. Likewise, if a consultant considers that an employing authority is acting unreasonably in relation to any claim made by him for emergency services he may ask to have the matter considered under a complaints procedure. It is expected that disputes arising would be settled at hospital level.
- 4.4.5 Where a consultant makes a domiciliary call or a call to another hospital for an eligible patient on the request of another doctor, payment shall be made except where the call is made during the period of the doctor's scheduled commitment, (but that period may be

adjusted by the consultant to permit a visit to be made). This payment shall be on the basis of the equivalent payment per call-out.

4.4.6 The current rates applicable to the constituents of the remuneration package are set out in Appendix B.

4.5 Additional Responsibilities

4.5.1 It is recognised that additional responsibilities may arise for some consultants in relation to the management of a hospital, a service within or outside the hospital or a department or unit in a hospital. In such situations, the employing authority, in agreement with the consultant concerned, will arrange either to reduce the time-related commitment to clinical work in the case of a particular appointment, or alternatively, to compensate the consultant undertaking the additional work by paying him an appropriate allowance.

4.6 Travelling and subsistence expenses

Travelling and subsistence expenses necessarily incurred in the course of a consultant's duties shall be met on the basis applicable to persons of appropriate senior status in the public sector. The rates are detailed in Appendix C attached. Consultants holding joint appointments or appointments involving a commitment at more than one location will be re-imbursed expenses in respect of travel between locations specified in the schedule which are agreed with the employing authority or authorities.

4.7 Continuing Medical Education

It is the duty of each consultant to take the initiative in relation to a programme of continuing medical education relevant to his responsibilities both as a practising consultant and as a manager of resources. The extensive benefits that accrue from continuing medical education include the maintenance of the highest standards of service for patients, efficient network arrangements for patient care, rapid assessment of medical advances, and excellent training for non-consultant medical support staff. Employing

authorities in recognition of the importance of continuing medical education for consultants, will provide, following consultation with individual consultants, an appropriate level of resources to facilitate the pursuance of continuing medical education on a systematic basis. The method of allowing for the expenses involved will be such as to facilitate and support the efforts of the consultant involved. In addition to the provision specified in Paragraph 4.15 of the Memorandum of Agreement attached to the 1991 Common Contract an additional £500 per head will be made available under the terms of this agreement.

5. NON-SALARY CONDITIONS OF EMPLOYMENT

5.1 Disciplinary procedures

The disciplinary procedures are as set out in Appendix IV of the Contract.

5.2 Age Limit

Each consultant holding a permanent appointment shall cease to hold such appointment on reaching the age of 65 years.

5.3 Annual Leave

The annual leave entitlement for consultants is 31 working days per annum. The employing authority should ensure that a consultant is able to take his leave entitlement at reasonable times and in a reasonable manner.

5.4 Sick Leave and Special Leave

5.4.1 Provisions which apply to permanent officers of Health Boards and Voluntary Hospitals and which are included at Appendix D in the case of sick leave, and Appendix E in the case of special leave, shall apply.

5.4.2 Special leave to provide services in countries whose health services are underdeveloped shall be available to consultants in accordance with the relevant Ministerial circular and with the agreement of the employing authority.

5.4.3 Sabbatical leave or Career Breaks shall be available to consultants in accordance with the terms of the relevant Ministerial circulars and with the agreement of the employing authority.

5.4.4 Maternity leave shall be available to consultants in accordance with the terms of the relevant Ministerial circular.

5.4.5 The procedures for the granting of leave for continuing education shall be such as to facilitate consultants in the planning of their continuing medical education. In most cases it should be possible to decide on study leave well in advance of the leave date.

5.5 Public Holidays

Leave in respect of public holidays shall be granted in accordance with the Holidays (Employees) Act, 1973.

5.6 Rest Days

Consultants with an on-call liability shall have an entitlement to avail of rest days on the following basis:

Roster	Rest Day Entitlement*
1 : 1	5
1 : 2	3
1 : 3	2
1 : 4	1

* Days in lieu per four week period.

The rosters to be used for the calculation of rest day entitlements are those approved by hospital management to enable the hospital to provide emergency services. Where a dispute arises as to the need for sub-specialty rosters for emergency services, management will seek the advice of the medical board of the hospital on the need for such rosters.

Having regard to the agreed purpose of rest days, every effort should be made to take them as soon as possible following the on-call liability to which they relate. Where service demands do not permit them to be taken immediately, rest days may be accumulated for a maximum of six months from the earliest date of the on-call liability to which they relate. At that point they must be availed of or forfeited.

Alternatively, rest days may be accumulated for a maximum of three months from the earliest date of the on-call liability to which they relate. If it is not possible to avail of them at the end of the three month period the consultant may seek to be compensated for them at a rate equivalent to the daily rate for the category of post which he occupies.

5.7 Historic Rest Days

5.7.1 As an exceptional measure to dispose of the problem of accumulated rest day liabilities the following arrangements will be put in place.

A consultant holding this contract who wishes to establish an entitlement to be compensated in respect of rest days not taken up to 31 December 1997 must make an application to his employing authority by 30 June 1998. If he is able to satisfy the employing authority that

- (i) Rest days were not incorporated in his roster and
- (ii) The number of rest days not taken are verified by the employing authority

he shall be entitled to avail of time off in lieu on the following basis.

5.7.2 Subject to an agreed entitlement to a minimum of 63 accumulated rest days and a maximum of 250 accumulated rest days, a consultant will be entitled to a minimum of three months and a maximum of 12 months time off. An agreed entitlement to accumulated rest days between 63 and 250 days will entitle a consultant to a pro-rata benefit, e.g. 125 rest days is equivalent to six months time off. This leave is to be taken immediately prior to the consultant's retirement date.

A consultant signing this contract agrees to accept these provisions as a full and final settlement of any claim for compensation in respect of accumulated rest days.

5.8 Provision of Locums

5.8.1 The circumstances that require locum replacement vary for hospital, specialty, nature of practice and for other reasons from time to time. Where locum or alternative arrangements that are agreed to be satisfactory exist, they should continue. Consultants and hospital management will work together in the planning of leave arrangements to ensure that consultants who continually undertake onerous emergency duties in hospitals are in a position to obtain leave with locum cover. Consultants and hospital management will act in a responsible way in agreeing the circumstances in which locums will be provided and the extent to which cross cover (as defined at 5.7.3 below) and planned service reductions will obviate the need for such locums.

5.8.2 In the absence of a consultant who is availing of leave entitlements, his work will be undertaken by another consultant supplying either:

- (a) cross-cover; or
- (b) locum duties.

5.8.3 Where the leave is taken at such a time in hours, or at such a day, when the routine hospital consultant work is not performed or is not expected to be performed, then the consultant - substitute's work is in the nature of "cover"; the incumbent-consultant's patients are receiving consultant coverage for both therapeutic and medico-legal purposes, but no routine work is expected. This cross-cover may be undertaken by

another consultant in the same hospital as the incumbent consultant taking that leave, providing the substitute-consultant is in a position to provide that cover without interference with his own work commitment. For example, a consultant on emergency surgical duty could not, from the very nature of his theatre commitment, be able to undertake ward emergency visiting or immediate post-operative care for another consultant on leave.

5.8.4 When the leave taken is on such a day or such a time when routine hospital consultant service work must be undertaken, the substitute consultant will be in the nature of a locum tenens to undertake such services and such work as would be undertaken were the incumbent consultant available. Should the leave-day be one of commitment to out-patients, casualty, acute or planned admissions, ward-rounds, operation sessions or lists - then, where available and when practical, a substitute-consultant should be employed to undertake these duties in order to maintain the service-commitment of the absent consultant and the productivity of the hospital. If, for valid and true reasons, a locum cannot be obtained and a consultant colleague has to undertake all or part of the absent consultant's work, other than that of cross- cover as defined, then that part of that consultant's work shall be regarded as that of a locum and remunerated accordingly.

5.8.5 A locum undertaking the full, routine, hospital duties of a consultant on leave need not have the same experience or qualifications as the absent consultant. For a doctor to be appointed consultant-locum in these circumstances, the consultant going on leave will be required to certify to the employing authority the suitability of the locum-consultant applicant. While a senior qualification in the specialty of the incumbent-consultant would be a desirable requirement for any locum tenens, in certain and unusual circumstances, in order to facilitate the leave of the incumbent-consultant, a locum-consultant without senior qualifications might have to be appointed for a short period, and the hospital work scheduling may then require restructuring.

5.8.6 The Department of Health & Children will circulate guidelines in relation to the remuneration and conditions for employment of locums which will cover matters such as:

- calculation of daily rates
- travelling expenses
- medical indemnity reimbursement
- registration fee reimbursement
- accommodation

These guidelines will facilitate the application of the appropriate terms and conditions by all employing authorities.

5.8.7 A special fund of £500,000 will be made available to employing authorities to address problems in providing locum cover.

5.8.8 Where there are persistent problems in giving effect to these provisions and these have not been resolved within the normal structures of the employing authority, recourse may be had to the Grievance and Disputes procedures outlined in Section 7 of the Memorandum of Agreement.

6 THE NATURE AND CONDUCT OF THE EMPLOYMENT RELATIONSHIP

6.1 The roles and responsibilities of both parties to the contract as well as the various elements of the employment relationship need to be defined and agreed before they are expressed in the terms of the individual contract.

6.2 The contract, therefore, contains provisions which encompass agreed statements on the following:

- (i) the unique nature of consultant work;
- (ii) the nature of the consultant's role and responsibilities;
- (iii) the nature of the employing authority's role and responsibilities.

6.3 The Nature of Consultant Work

- 6.3.1 The contents of this section must be read in conjunction with the definition of a consultant contained in paragraph 2.1.
- 6.3.2 Being a consultant involves taking responsibility in his own name for the diagnosis and treatment of his patients, or that aspect of care appropriate to him when consulted, without supervision of his clinical judgement. This is the essence of clinical independence.
- 6.3.3 Clinical independence derives from the concept of the specific relationship between the patient and the doctor in which the patient authorises and trusts the doctor(s) personally involved in his care to make clinical decisions in the patient's best interest and to take continuing responsibility for their consequences.
- 6.3.4 Clinical independence, like any freedom, exists only insofar as the limits within which it is exercised are known. These limits include e.g. patient consent, the law and standards of professional conduct and ethics.
- 6.3.5 The contract must, therefore, recognise and expressly protect the right of the patient to the independent judgement of his personal consultant except where appropriately transferred by that consultant.

6.4 The Nature of the Consultant's Role and Responsibility

- 6.4.1 The core of the consultant's work is diagnosing, investigating, treating or prescribing treatment for his patients. This may be done on a direct personal basis or by prescribing treatment or other professional services e.g. physiotherapy, occupational therapy. This does not preclude the consultant assigning any aspect of the medical care of the patient to a doctor working under his supervision.

6.4.2 Insofar as the work of the consultant is created by the demand placed on the hospital for the provision of specialist hospital services the consultant can be seen as providing a service to patients on behalf of the hospital. The work arising for him from the hospital's accident and emergency service is an example of the service provided by a consultant to patients on behalf of the hospitals. The work arising for him from General Practitioner referrals or from secondary or tertiary referrals to the hospital, where the hospital has a defined responsibility of providing such a service, are other examples of services the consultant is asked to provide. It should be noted that regardless of the mode of referral, once a patient and doctor come into contact, then the relationship is a personal one between the patient and the doctor.

6.4.3 It can be seen from the description of the unique characteristics of consultant work that not alone does he provide some overall service to patients on behalf of the hospital to a population, he may also diagnose and treat patients directly referred to him personally. He may also wish, or be required, to undertake research and developmental work; to participate, as of right, in the selection process for Non-Consultant Hospital Doctors; engage in teaching and education; conduct private practice and engage in systematic evaluation or audit of medical work with colleagues.

6.4.4 To plan and schedule his work a consultant must in the first instance decide what the balance in his practice will be as between emergency and elective clinical work and his teaching research and other work. This is the basis for exercising his right to seek an appropriate level of resources and facilities to conduct his practice.

6.4.5 The exercise of these rights by a consultant carries a corresponding responsibility on the consultant, recognising the finite nature of resources, to operate and manage his practice in a manner which makes best use of available resources by scheduling his work and co-ordinating it with that of his colleagues. In the case of joint appointees, there is a need to co-ordinate his schedule with the needs of the other hospitals with which he is contracted.

6.4.6 By recognising the finite nature of the resources available to his practice, a consultant does not relinquish his role as advocate on behalf of his patients or patients waiting for consultation or treatment. In this contract, the process of negotiation and re-negotiation of resource and activity levels between the consultant and the employing authority will provide a forum, in the first instance, for the consultant's advocacy role. Neither does it preclude the profession as a body advocating more or better services for patients.

6.4.7 The right and responsibility of the employing authority to know and understand the resource implications of diagnosing and treating existing patients or planning for the care of future patients will enable it to negotiate realistically with its consultants on how to make optimum use of existing resources, how best to re-deploy resources, plan most effectively for new services and finally to prepare estimates for additional resources if required.

6.5 The Nature of the Employing Authority's Role and Responsibilities

6.5.1 The primary obligation on the employing authority in relation to its hospital services is to provide the range of services which best meets the needs of the population served by each of the hospitals' specialist services within the resources available to it. Existing contractual provisions in, and ethical principles and regulations specific to, individual non-Health Board hospitals will continue to apply.

6.5.2 In discharging this obligation the employing authority must, in consultation with the appropriate representative grouping(s) for its consultant staff, continue to assess and review these needs and adjust its policies and service plans accordingly.

6.5.3 This obligation confers on the employing authority a right, duty and responsibility to determine the range, type and volume of services to be provided by a hospital and to strive for the highest quality in its services. This includes a responsibility on the employing authority to agree with the appropriate representative grouping(s) for its consultant staff their arrangements for reviewing the quality of clinical work.

6.5.4 As the range, type and volume of the medical service provided by a hospital is the sum of the services provided by each individual consultant, it is clear that the employing authority has a responsibility to ensure that its overall hospital service plan, based on available resources, is reconciled with each individual consultant's service, teaching, research and other work. Services not provided as a consequence of a resource limit are the responsibility of the employing authority and not the consultant.

6.6 Consultants in Management

6.6.1 For hospitals to operate in an efficient and effective manner it is necessary that decisions affecting patient care are taken as near as possible to the point of service delivery. Consultants need to be involved in the management process. This involvement commences with the consultant's responsibility to manage his own practice and will involve co-operation with colleagues and other health professionals, at department, unit, hospital or hospital group level, extending to involvement in the management of the hospital/hospital grouping through direct membership or representation on the hospital Executive Management Board.

6.6.2 Each hospital or hospital grouping will have an Executive Management Board, the precise constitution and role of which will depend on the structure and size of the hospital or hospital grouping. It is equally necessary that sub-Board structures are put in place to assist in the management process. The recent experience of the pilot projects in a number of hospitals confirms that the concept of a distinct unit, grouping the clinical functions together under the leadership of a selected consultant (e.g. a Clinical Directorate model), represents an effective model to facilitate the participation of Hospital Consultants in the management process.

6.6.3 It is agreed that (the employing authority) and the Consultants will work together, and will have the support of the Department of Health and Children, in identifying the most suitable management models for implementation in individual hospitals/hospital groupings.

6.6.4 It is acknowledged that the effectiveness of the leader of the unit is dependent not alone upon the calibre of the person appointed but upon the support, co-operation, and commitment of the members of the unit and of the Consultants in general. The leader of the unit will be appointed by management on the recommendation of the Consultants in the unit and should be for a fixed term, (e.g. 3 to 5 years) and involve the allocation of a number of designated sessions to fulfil his role.

6.7 Clinical Audit

At the individual level the consultant's management responsibility will involve him in the process of clinical audit. While service plans and scheduling will identify service objectives and improve the use of resources to achieve them they do not address the issue of the qualitative assessment of the work undertaken. Having regard to the nature of clinical independence this assessment must be undertaken through a peer review system in which the confidentiality of the patient and the doctor is preserved. Each consultant will participate in creating and operating a clinical audit system. The employing authority will provide the necessary support and organisational systems, including where appropriate a regional audit system. The employing authority will have the right, subject to the above, and the normal protocols in relation to unpublished research work, to be involved at certain stages and to receive information relevant to the overall efficiency and effectiveness of the hospital.

7. GRIEVANCE AND DISPUTES PROCEDURE

7.1 Problems arising during the initial development period of the contract need to be dealt with. It is intended that, to the greatest extent possible, such problems should be addressed and resolved within the normal structures of the employing authority. In those exceptional cases in which resolution at local level provides impossible, a mechanism to discuss and resolve the problems is required. Such problems will be referred to a third party appointed by agreement between the parties to the negotiations as outlined in Appendix III of the Contract.

8. REVIEW

8.1 The parties to this agreement accept that consultants' remuneration and terms and conditions of employment should be reviewed on a regular basis. Accordingly, the Review Body on Higher Remuneration in the Public Sector should undertake such reviews as part of the general reviews undertaken by the Review Body from time to time.

Comhairle na nOspidéal

Guidelines relating to Joint Consultant Appointments by Two or More Authorities

January, 1985

In relation to the making of a joint appointment of a consultant by two or more authorities, the following stipulations should be strictly adhered to by each management authority involved and the holder of the appointment.

- 1 In the first instance, application for the appointment will have been made to the Comhairle by the authorities concerned on a joint written basis.
- 2 The appointment will have been structured by the Comhairle, as a joint appointment, the component commitments of which together (and not separately) constitute a viable appointment.
- 3 The appointment should be publicly advertised on a joint basis and a qualified candidate selected for appointment following interview by an interview board on which each of the participating authorities is represented as agreed by the authorities themselves. (This stipulation is subject to whatever regulations may be enacted by Dáil Éireann in relation to a common selection procedure for consultant appointments).
- 4 With regard to the making of a contract of employment (i.e. the common contract) between the successful candidate and the participating authorities, there are two options:-
 - (a) The authority with the major commitment may enter into a single contract with the successful candidate for the total commitment of the post in which event the contract must specify the commitments to the other participating authorities in accordance with the approval given by the Comhairle as provided for in paragraph 7.1 of the draft form of contract issued by the Department of Health. The wording of the contract should be approved by all participating authorities before it is entered into by the contracting authority.
 - (b) Each participating authority may, simultaneously, enter into separate contracts with the successful candidate for the relevant portion of the appointee's commitment, as approved by the Comhairle, in which event, cross reference must be made in each contract to the commitments to the other participating authorities as provided for in paragraph 7.1 of the draft form of contract issued by the Department of Health.

The choice of option as between (a) and (b) is a matter for agreement amongst the participating authorities.

- 5 Where a probationary period is involved, confirmation of appointment on its expiration must be subject to the agreement of all participating authorities. Failure to reach agreement by the participating authorities must result in the appointment not being confirmed and, depending on the wishes of the authorities involved, application being made to the Comhairle for a replacement appointment. It should be made clear to all candidates in the documentation relating to the appointment that they will be required to complete a probationary period to the satisfaction of each participating authority. In the latter respect, paragraph 11.1 of the draft form of contract issued by the Department should be expressed in the plural rather than the singular irrespective of where option 4(a) or 4(b) is adopted. Consultation should take place between the authorities concerned at regular intervals during the course of the probationary period. The decision as to whether or not the appointment is to be confirmed at the expiration of the probationary period should be made by each authority only after consultation with the management authorities of the other hospitals involved. As indicated above, a similar decision (i.e. to confirm, not to confirm, or to extend the probationary period) should be conveyed to the appointee by each management authority.
- 6 In respect of all joint consultant appointments irrespective of whether option (a) or (b) at 4 above is applied, each authority should exercise due regard to the joint nature of the appointment in all matters related to the discharge of his commitments to it by the holder of the joint appointment.
- 7 With regard to resignation or retirement, the holder of a joint appointment must act similarly in relation to each of his component commitments (e.g. he cannot retire or resign from one participating authority and not from the others).
- 8 Any proposal for a restructuring of a joint appointment must be subject to the agreement of the holder of the joint appointment and each of the participating authorities. Such a proposal is also subject to the approval of the Comhairle but it will not be considered by the Comhairle unless it is agreed by all concerned.

Remuneration

The following levels of remuneration will be applied with effect from 1 January 1998

1. Basic Salary Per Annum

Category I Consultants

All Psychiatrists, Geriatricians, Consultants in Palliative Care, Consultants in the Midland, North Western & Western Health Boards	£ 76,756
Consultants in the Southern, Mid-Western, North Eastern & South Eastern Health Boards	£ 72,906
Consultants in the Eastern Health Board	£ 69,264

Category II Consultants

All Psychiatrists, Geriatricians, Consultants in Palliative Care, Consultants in the Midland, North Western & Western Health Boards	£ 68,536
Consultants in the Southern, Mid-Western, North Eastern & South Eastern Health Boards	£ 65,102
Consultants in the Eastern Health Board	£ 61,876

Part-time Consultants

Category II Consultant rate applied pro-rata to commitments of between 3 and 9 sessions.

Geographical Wholetime Without Fees £80,389

2. On-Call Payments

A flat payment of £1,800 will be paid to all Consultants with an on-call liability.

Further payments will be made to Consultants on the more onerous rotas of 1 in 3, 1 in 2 and 1 in 1, in accordance with the provisions of the Memorandum of Agreement.

Rota	Amount
1 in 3	£ 1,041 a year
1 in 2	£ 2,601 a year
1 in 1	£ 3,122 a year

3. Emergency Call-Out Payments

The following call-out payments will apply:

	First 30 call-outs	31 - 120 call-outs	121 call-outs or more
Per call-out	36.67	55.14	72.83
If the call-out occurs after midnight	48.86	73.87	97.80
For each hour or part hour in excess of the first hour	24.40	36.41	48.90
Annual Limit	£10,405		

Appendix C

Travelling Expenses effective from 1 January 1996

Private motor car	Up to 2,000 miles	2,001 to 4,000 miles	4,001 to 6,000 miles	6,001 to 8,000 miles	8,001 to 12,000 miles	12,001 miles and upward
Engine Capacity	£	£	£	£	£	£
Under 1,138 cc	0.5140	0.5681	0.3047	0.2865	0.2506	0.2147
1,138 cc to 1,387 c c	0.6010	0.6587	0.3457	0.3289	0.2850	0.2411
1,388 cc and over	0.7096	0.7912	0.3987	0.3723	0.3194	0.2722

Schedule of Subsistence Rates effective from 1 January 1997

NIGHT ALLOWANCES				DAY ALLOWANCES	
Class of Allowance	Normal Rate	Reduced Rate	Detention Rate	10 Hours or more	5 Hours but less than 10 Hours
	£	£	£	£	£
A	71.74	66.14	35.87	20.74	8.46
B	64.47	55.15	32.24	20.74	8.46
C	53.92	44.61	26.99	20.74	8.46

Granting of Sick Leave

- 1 A Chief Executive Officer may grant sick leave to an officer who is incapable of performing his duties owing to illness or physical injury if, and only if, the Chief Executive Officer is satisfied that there is a reasonable expectation that such officer will be able to resume the performance of his duties and, in the case of a temporary officer will be able to resume during his period of office.
- 2 The Chief Executive Officer may require an officer to submit himself to independent medical examination before he is granted sick leave and at any time during the continuance of sick leave granted to him.
- 3 The Chief Executive Officer may pay salary during sick leave to permanent officers in accordance with the following provisions.
 - (a) Except in the case mentioned in sub-paragraph (d) no salary shall be paid to an officer when the sick leave granted to such an officer during any continuous period of four years exceeds in the aggregate 365 days.
 - (b) Subject to limitation mentioned in sub-paragraph (a), salary may be paid to an officer at the full rate in respect of any days sick leave unless, by reason of such payment the period of sick leave during which such officer has been paid full salary would exceed 183 days during the twelve months ending on such day.
 - (c) Subject to the limitation mentioned in sub-paragraph (a) salary may be paid at half the full rate after salary has ceased by reason of the provision in sub-paragraph (b) to be paid at the full rate.
 - (d) If before the payment of salary ceases by reason of the provision in sub-paragraph (a) the Minister so consents, salary may be paid to a pensionable officer with not less than 10 years service notwithstanding the said sub-paragraph (a) at either half the full rate or at a rate estimated to be the rate of pension to which such officer would be entitled on retirement, whichever of such rates shall be the lesser.
 - (e) For the purposes of these provisions every day occurring within a continuous period of sick leave shall be reckoned as part of such period.
- 4 From the salary paid during sick leave to an officer who is an insured person within the meaning of the Social Welfare Acts, 1952 to 1968, there shall be deducted the amount of any payments to which such officer has become entitled under those Acts during the period of such sick leave.

- 5 The Chief Executive Officer may make appropriate salary payments during sick leave to a temporary officer if he considers that having regard to all the circumstances of the case, such payment is reasonable.
- 6 Where a permanent officer is suffering from tuberculosis and is undergoing treatment, the Chief Executive Officer may extend the foregoing provisions to allow the payment of salary at three quarters the full rate to the officer for the second six months of his illness and at half the full rate during the third six months of his illness.

Special Leave

CIRCUMSTANCES	CONDITIONS
1 When appointed by a Minister of State to be a member of any Commission, Committee of Statutory Board or a Director of a Company.	Special leave with pay to enable him to attend meetings of the body in question
2 When invited by the Local Appointments Commission, Civil Service Commission, a Government Department, a Health Board or a local or other public authority, to act on a selection board.	Special leave with pay to enable him to serve on the Board.
3 For annual training with the Defence Forces / Reserves.	One week with pay; excess over one week, without pay
4 Serious illness or death of a near relative.	Up to three days with pay.
5 When a candidate for a post, advertised by the Local Appointments Commission, Civil Service Commission, a Government Department, a Health Board or a local or other public authority.	A maximum of six days with pay in any one year, to enable him to appear before such selection board.
6 For attendance at courses, conferences, etc. approved by the Minister for Health and Children and which the employing authority is satisfied are relevant to the work on which the consultant is engaged.	Leave with pay.
7 For World Health Organisation or Council of Europe Fellowships.	Leave with pay.
8 To attend clinical meetings of societies appropriate to their specialties.	Not more than seven days with pay, in any one year (exclusive of travel time).

Agreed Statement of the Chief Executive Officer of each Health Board

"The exercise of my powers, as Chief Executive Officer, under section 14(3) of the Health Act, 1970, in respect of your contract of appointment as consultant under this health board, will be in accordance with the terms of this contract".