



PUBLIC ONLY CONSULTANT CONTRACT 2023

INFORMATION FOR CANDIDATES

INTRODUCTION

The implementation of a new Public Only Consultant Contract 2023 will result in a phased elimination of private care from public acute hospitals. It is a significant step towards transforming how we deliver healthcare in Ireland, building towards an integrated health service with access to services for every citizen based on patient need and not ability to pay.

The Public Only Consultant Contract 2023 contains 44 clauses and 9 appendices. This information note provides a broad outline of some of the key clauses of the contract. It does not affect the legal interpretation of any individual's contract of employment.

CLAUSE 3: APPOINTMENT

This clause sets out the service – or services – to which the consultant is being appointed. It provides clarity about roles and responsibilities, especially in cases where the consultant is contracted to work in multiple services. This can happen where, for example, the consultant may spend some of their weekly working hours at a HSE service and the remainder in a voluntary (non-HSE) hospital. Such consultants still have one employer; that is the organisation described as “the Employer” in this contract. The clause makes clear how many hours per week the consultant will work the other services (ie the services that are not operated by the Employer). However, those other services are not the consultant's employer.

CLAUSE 6: REGISTRATION WITH MEDICAL COUNCIL AND NECESSARY QUALIFICATIONS

This clause sets out the requirement for the consultant to have specific qualifications (which relate specifically to the role) and to be on the relevant specialist register(s) of the Medical Council (or the equivalent register applicable to dentists). Specialist registration is a requirement for all consultant appointments.

CLAUSE 7: PROBATIONARY PERIOD

This clause sets out a probationary period for newly-appointed consultants. The probationary period will be 6 months, a period that can be extended by up to a further 6 months at the discretion of the employer. Probation will also be extended if the consultant is absent from work on statutory leave (such as maternity leave) during the probationary period.

Consultants who have already completed probation as a consultant in the public health system and who enter into this contract will not have a probationary period under this contract.

CLAUSE 8: LOCATION

This clause sets out the locations(s) at which the consultant will work, and provides for circumstances in which the location(s) may be changed, where it is reasonable and necessary to change the location of work and where certain other conditions are met.

Public service agreements about changing the normal location of work of public service employees will apply if the consultant's location of work ever changes. For example, the current public-service agreement provides for flexibility within a radius of 45 kilometres of the employee's original location of work.

CLAUSE 9: REPORTING RELATIONSHIPS

This clause identifies the consultant's line manager. This is normally a clinical director or (in the case of mental health services) an executive clinical director. There are a very small number of roles for which a different person (ie not a clinical director or executive clinical director) is a consultant's line manager.

CLAUSE 10: DUTIES

This clause makes clear that the details of the consultant's appointment (set out in the letter of approval and the job description) are a part of the contractual relationship. The duties of the post may change over time, but only within the content of what is reasonable for the consultant with the same clinical speciality.

CLAUSE 13: HOURS OF WORK

This clause makes provision for the consultant's hours of work. The standard full-time working week is 37 hours. However, the public health service is committed to being as flexible as practicable in providing reduced working hours for consultants provided the purpose of seeking such reduced working hours is to support family and caring arrangements. Flexible and family-friendly working arrangements will be a major aspect of the future configuration of the public health service.

The consultant's working hours will be scheduled to occur within a specified time range. In most cases, this range is between 8.00 am and 10.00 pm on rostered Mondays to Fridays and between 8.00 am and 6.00 pm on rostered Saturdays.

Where the needs of a particular service merit doing so, it is open to the consultant to agree to have their core weekly working hours scheduled during a longer time range than the normal range. This longer range would be between 8.00 am and midnight on rostered Mondays to Saturdays. (Clause 14 provides that any consultant who agrees to have their core weekly working hours spread over this longer range will receive a twilight premium for work done during the hours that are specified as "twilight working" hours.)

Because of the seniority of consultants, they will not normally receive overtime premiums for working a number of hours that is in excess of their contracted weekly hours. However, the contract provides that there are some very limited circumstances in which overtime may be worked and, in those circumstances, overtime payments may be made. This clause provides that, where the needs of a particular service merit doing so, the consultant can be offered the opportunity to work overtime (which will be hours in excess of the consultant's core weekly working hours). (Clause 14 provides that, if the consultant works such overtime, they will be paid the standard overtime premium).

Within the specified ranges, the employer will schedule the consultant's work in accordance with certain principles that are designed to ensure that the consultant will not be scheduled to work excessive hours and will receive adequate rest each week. These principles include a set of rostering principles that are set out in document that is separate to the contract.

Scheduling will also be arranged reasonably (while balancing the needs of the services) such that (for example) individual consultants will not be scheduled to work an onerous number of evenings, weekends or public holidays. The public health service is committed to increasing the total number of consultants within the system so as to ensure that adequate resources are available to provide a greater volume of consultant-delivered services during the wider ranges of hours envisaged by this contract.

This clause also provides that the consultant is required (in addition to working their core working hours each week) to work on-call, in line with the needs of the service. Details of the on-call requirement for each consultant post are to be set out in the advertisement for each post.

CLAUSE 14: REMUNERATION

This clause provides for a very significant salary for consultants. On the introduction of this contract, the approved basic salary scale for a stating full-time non-academic consultant is €214,113 per annum (subject to the application of incremental credit). This salary rises incrementally to a final point of €257,193 per annum.

In addition to basic salary, certain other specific payments are available, including the following:

- (a) payments for on-call working;
- (b) a “twilight premium” for work done during twilight working hours provided the consultant has agreed to be scheduled for twilight working as part of their core weekly working hours;
- (c) overtime payments for certain agreed overtime work done outside of the consultant’s core weekly working hours; and
- (d) Sunday and public holiday premiums in line with norms in the public health service.

CLAUSE 17: CONTINUING MEDICAL EDUCATION / CONTINUING PROFESSIONAL DEVELOPMENT

This clause provides supports that reflect the importance of facilitating consultants in maintaining and developing their clinical competency and participating in innovative research projects that will improve the public health service. It provides for a significant increase in professional competence supports for consultants. Consultants who accept the new contract are entitled to a vouched annual allowance of €12,000 per annum to support professional development.

This clause also creates a new provision for financial supports to help foster innovation in patient care by consultants. These new supports will be made available in support of innovative research and innovation projects undertaken by the consultants (normally in conjunction with other colleagues) and will not be payable directly to (or on behalf of) the consultant. Up to €8,000 per annum will be made available to each consultant who holds the public only consultant contract 2023 in respect of such projects.

Both of the payments under this clause are subject to guidelines and conditions. In certain appropriate circumstances, unspent money under one of these two headings can be spent under the other heading. The aggregate amount cannot exceed €20,000 in any year.

CLAUSE 19: ARRANGEMENTS IN RESPECT OF LEAVE

This clause provides for:

- (a) 30 days of annual leave for full-time consultants (and pro-rata entitlements for part-time consultants);
- (b) time off for 10 public holidays;
- (c) sick leave;
- (d) family-related leave;
- (e) other types of leave for special circumstances, such as voluntary service in developing countries; and
- (f) leave to participate in continuing medical education and training, for example to attend clinical conferences and other training/education.

CLAUSE 20: LOCUM COVER

This clause provides for the provision of locum cover in certain circumstances in which the consultant is absent on a scheduled or unscheduled basis. Every reasonable effort will be made by the employer to ensure that there is cover provided where required and available. In exceptional circumstances, where either sufficient cover cannot be provided or appropriate locum cover obtained, the employer may request existing employees to undertake the urgent and emergency work of an absent colleague.

CLAUSE 24: EXTERNAL WORK

This clause significantly changes the relationship that exists between public and private practice of consultants in the public health service. This clause (in the main) facilitates consultants engaging in private practice in private facilities provided such private practice is conducted outside of the consultant's public service work schedule. However, this clause prohibits the consultant from engaging in private practice during their public service commitment, or in public facilities (except with the permission of the employer).

CLAUSE 26: ADVOCACY

This clause provides for the role of the consultant to advocate on behalf of patients, service users or persons awaiting access to services in line with their professional obligations. In the first instance advocacy should take place within the employment context but the right of the consultant to advocate for patients in public (eg through the media) in a professional and appropriate manner is also clearly set out.

CLAUSE 27: GRIEVANCE PROCEDURE

This clause provides a Grievance Procedure (set out at Appendix 6) for the amicable resolution of grievances.

CLAUSE 28: DISCIPLINARY PROCEDURE

This clause provides a Disciplinary Procedure (set out at Appendix 7) for consultants. It sets out a comprehensive range of fair procedures in respect of investigation, discipline and appeals. As well as addressing issues arising from misconduct, the procedure also addresses issues such as probation, underperformance and incapacity.

CLAUSE 34: CLINICAL INDEMNITY

This clause provides that the consultant will be provided with a clinical indemnity for actions taken in the course of their employment. It also provides for some obligation on the consultant, including obligations to comply with the employer's risk management frameworks and incident reporting processes.

CLAUSE 36: NOTICE

This clause provides that the parties can terminate the contract by giving the other party three months' written notice (or payment in lieu of notice) except in the case of termination for serious misconduct.

APPENDIX 1: LETTER OF APPROVAL FOR THE POST

This appendix is the letter of approval for the filling of the consultant's post.

APPENDIX 2: JOB DESCRIPTION FOR THE POST

This appendix is the job description for the consultant's post. The appendix provides guidance about the type of information that may be included in the job description.

APPENDIX 3: CLINICAL DIRECTORATE SERVICE PLAN

This appendix sets out provisions for clinical directorate services plan. This plan is part of work-schedule planning for consultants, which fits within the planning for overall service delivery. This appendix also sets out template schedules that can be used for scheduling the work of individual consultants.

APPENDIX 8: SPECIAL LEAVE PROVISIONS FOR CONSULTANTS IN NON-HSE EMPLOYMENT

This appendix is included in contracts for consultants employed by non-HSE employers. It provides parity, in certain respects, between HSE-employed and non-HSE employed consultants. It permits certain types of paid leave in specific circumstances, such as leave certain types of work done on behalf of the State; leave on the serious illness or death of a near relative; and leave to attend interviews for public appointments.

APPENDIX 9: PROVISIONS FOR CONSULTANTS WHO ARE TRANSITIONING FROM AN EARLIER TEMPLATE CONSULTANT'S CONTRACT

This appendix provides for a transition for a consultant who currently has an earlier template consultants' contract that permits private practice during their public work schedule. When they sign this new template contract, they will be allowed to keep their former arrangements in respect of private practice for a transition period. The transition period will be until the end of 2025 (for consultants who sign the new contract before the end of 2023) or for six months (for consultants who sign the new contract after the end of 2023).