

# Consultant Contract 2008 – Enabling Circular

**25th July 2008**

**To:** Hospital Network Managers, Assistant National Directors (PCCC), Health Agencies

Please forward this circular and attached document to all HSE agencies, voluntary hospitals, relevant corporate bodies and other non-HSE agencies under your remit.

Please ensure the required form is completed in respect of each Consultant in your employment (i.e., hospital / agency).

## **1) General**

- a) The purpose of this circular is to convey approval to the introduction with effect from 1st June 2008, of a revised contract for Consultant medical staff providing services under the Health Acts and to notify arrangements for the implementation of the provisions of the revised contract. A copy of the new contract is enclosed. The contract is hereafter referred to as 'Consultant Contract 2008'.
- b) The terms of Consultant Contract 2008 follow negotiations with the representative bodies of the medical profession.
- c) Agencies should ensure that the name of the employer is inserted in the locations indicated in the document and that the appropriate deletions are made where indicated.

## **2) Consultants to be offered the Contract**

The Contract consists of the documentation specified in the preamble to the Consultant Contract 2008 document. The terms and conditions of Consultant Contract 2008 shall be offered to the following:

- a) Consultants currently in your employment holding permanent posts.
- b) Consultants currently in your employment holding fixed term (temporary) posts. The expiry date of their existing fixed-term (temporary) contract and / or its specified purpose must be incorporated into their new contract.
- c) Consultants currently in your employment holding locum posts. The structure, time and attendance arrangements of their contract must be incorporated into their new contract.

## **3) Options for Existing Consultants**

Subject to Section 2 above:

- a) Category I Consultants may opt for a Type A or Type B contract.
- b) Category I Consultants in Emergency Medicine may also opt for a Type B\* contract.
- c) Category II Consultants may opt for a Type A, Type B or Type B\* contract.
- d) Geographical wholetime without fees Consultants may opt for a Type A or Type B contract.

- e) Consultants holding the Academic Consultant Contract 1998 on a Category 1 basis may opt for a Type A or Type B Contract. Section 15 of Consultant Contract 2008 will apply to such individuals.
- f) Consultants holding the Academic Consultant Contract 1998 on a Category 2 basis may opt for a Type A, Type B or Type B\* Contract. Section 15 of Consultant Contract 2008 will apply to such individuals.
- g) Regional Consultant Orthodontists may opt for a Type A, Type B or Type B\* Contract on a pro-rata basis. Should such Consultants opt for a Type B or Type B\* their entitlement to retained private practice is as described at Section 21 of the Consultant Contract 2008.
- h) Consultants (including Regional Consultant Orthodontists) holding Temporary or Locum appointments may opt for a Type A, Type B or Type B\* Contract on a Temporary or Locum basis commensurate with their current Temporary or Locum post.
- i) Consultants who are not encompassed by the above should apply to the HSE Consultant Appointments Unit via the relevant Hospital Network Manager / Assistant National Director PCCC to be offered Consultant Contract 2008.

#### **4) Atypical Work Arrangements**

- a) Consultants who are currently engaged in atypical working e.g., flexible working, job sharing, etc. will be offered Consultant Contract 2008 on a pro-rata basis to their current working arrangements. Should such Consultants wish to restructure their commitments such restructuring shall be subject to approval from the HSE Consultant Appointments Unit in line with the provisions of the Consultant Contract.
- b) Consultants who opt for Consultant Contract 2008 and who wish to avail of atypical work arrangements, e.g., flexible working, job sharing, etc., may do so with the prior agreement of the employer.

#### **5) Joint Appointments**

- a) The following wording should be used where the Consultant has a joint appointment at Section 2 of Consultant Contract:
  - i) "This Contract is a contract of employment between (name(s) and address(es) of employer(s) for \_\_\_ hours per week) and (name and address of employee)"
  - or**
  - ii) "This Contract is a contract of employment between (name and address of employer) for \_\_\_ hours per week and for \_\_\_ hours per week with (name and address of other agency / agencies) and (name and address of employee)"
- b) Employers who are the contract holders for joint appointments should ensure at all times, and in respect of all aspects of the appointment, that they keep each other fully informed of any matter likely to affect the appointment. Particular attention should be paid to matters affecting probation and the confirmation or termination of appointments.

#### **6) Making the Offer**

- a) Employers should take great care in drawing up and issuing the contract documents. All of the bracketed spaces in the contract documentation should be filled by the employer before a contract is offered.
- b) Signed acceptances of the offer of Consultant Contract 2008 must be received by the employer on or before 31<sup>st</sup> August 2008. Only Consultants who accept the offer before 1<sup>st</sup> September 2008 will benefit from retrospective salary arrangements.
- c) Should the Consultant accept the offer of the Contract, the employer and the Consultant must sign the contract simultaneously. Under no circumstances should an employer issue signed blank forms of contract to Consultants. Where it is not possible to have the contract signed simultaneously, the Consultant must sign the Contract prior to the employer. The returned signed contract should be checked carefully to ensure that it is identical to that issued for signature. Any corrections, alterations, etc., should be made by the employer and fresh documents issued for signature.

## **7) Working Hours**

Consultant Contract 2008 provides – inter alia – for the following:

- a) The Consultant is required to undertake such duties / provide such services as are set out in the contract in the manner specified for 37 hours per week. This 37 hour commitment will normally be delivered across a span of 12 hours between the hours of 8am and 8pm Monday to Friday. The Consultant will not be obliged to work more than 8 hours in any one day.
- b) The Consultant may be required to participate in the on-call roster as determined by the Employer.
- c) The Consultant rostered on-call may be required to provide an additional structured commitment on-site of up to 5 hours on a Saturday and / or 5 hours on a Sunday and / or 5 hours on a public holiday.

## **8) Private Practice**

The private practice arrangements (where applicable) for the different contract types are set out in Sections 20 and 21 of Consultant Contract 2008. A joint management/union committee is currently devising a measurement system to support the new private practice arrangements.

## **9) Salary and Other Payments**

- a) The remuneration provisions of Consultant Contract 2008 are outlined in Section 23 of the contract document.
- b) A schedule setting out the updated salaries and other payments (i.e. current) for the various contract types is attached to this circular.
- c) Serving Consultants who opt for Consultant Contract 2008 by 31<sup>st</sup> August 2008 shall be paid the applicable revised rate at the maximum point with effect from 1st June 2008 and 1st June 2009, as set out in the attached schedule.
- d) Serving Consultants who exercise their option to take the revised contract between 1<sup>st</sup> September 2008 and 31<sup>st</sup> December 2008 will be assimilated onto the applicable new salary scale, at the maximum point, from the date of their signing of Consultant Contract 2008.

- e) Applications for the offer of the Consultant Contract 2008 after 31<sup>st</sup> December 2008 should be made to the HSE Consultant Appointments Unit.

## **10) Superannuation**

- a) The Consultant will be covered by the terms of the HSE/VHSS/NHSS (as appropriate) Superannuation Scheme and the contributory associated spouses and children superannuation schemes. Appropriate deductions will be made from his/her salary in respect of his/her contributions to the scheme. In general, 65 is the minimum age at which pension is payable; however, for appointees who are deemed not to be 'new entrants' as defined in the Public Service Superannuation Miscellaneous Provisions Act 2004 an earlier minimum pension age may apply.
- b) Should:
  - i) the Consultant be deemed to be a new entrant (as defined in the Public Service Superannuation [Miscellaneous Provisions] Act 2004), there is no specified retirement age in respect of his/her appointment to this position.

**or**

  - ii) the Consultant be deemed not to be a new entrant (as defined in the Public Service Superannuation [Miscellaneous Provisions] Act 2004), retirement is compulsory on reaching 65 years of age.

## **11) Clinical Directors**

Consultant Contract 2008 provides at Appendix IV for the appointment and selection of Clinical Directors. Information on how these appointments and selections will be made will issue separately.

## **12) Rest Days**

- a) Consultants with an on-call liability shall have an entitlement to avail of rest days on the following basis:
  - i) 1 : 1 on-call roster entitles the Consultant to 5 days in lieu per 4 week period;
  - ii) 1 : 2 on-call roster entitles the Consultant to 3 days in lieu per 4 week period;
  - iii) 1 : 3 on-call roster entitles the Consultant to 2 days in lieu per 4 week period;
  - iv) 1 : 4 on-call roster entitles the Consultant to 1 day in lieu per 4 week period.
- b) Rest days should be taken 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:
  - i) for a maximum of six months from the earliest date of the on-call liability to which they relate and at that point they must be availed of or forfeited.

**or**

  - ii) 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 type of post which (s)he occupies.
- c) A Consultant who established an entitlement to historic rest days which was recognised under the 1997 Consultant Contract retains such entitlement.

### **13) Record of Transition to Consultant Contract 2008**

The HSE Consultant Appointments Unit will forward letters to the Employer for issue to each Consultant who opts for the Consultant Contract 2008 noting his/her move to this contract and relevant terms.

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