



## **Consultants' Contract Common Purpose**

*Standard text*

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## **Preamble**

This document is comprised of the following:

- a) Terms and Conditions;
- b) Appendices;
- c) Correspondence exchanged between the parties as set out at Appendix VII
- d) Terms expressly incorporated

The foregoing, constituting the contract documents, shall be read together and embody the entire understanding of the parties in respect of the matters contained therein.

Note 1: Throughout this document the use of the masculine pronoun is intended to also denote the feminine gender, save where the context does not admit of such meaning.

Note 2: Job descriptions for new appointees will form part of the Consultants' Contract.

## **Section A - Terms and Conditions**

## 1) Core Principles

The core principles of this Contract are:

- a) that both the Consultant and the Employer recognise that the relationship must be founded upon mutual trust and respect for each other and that any differences under the agreement should be processed expeditiously through the grievance and disputes procedure or such other procedures provided for herein;
- b) recognition of the importance of the role of Clinical Director, which places Consultants within the leadership structure in the management of the health service;
- c) recognition of clinical independence and the unique nature of the relationship between each Consultant and his/her patients;
- d) recognition by the Consultant that (s)he must operate within a system in which policy and procedures are determined through the corporate entity in which staff at all levels must be accountable;
- e) recognition of the Consultant's role as an advocate and the concomitant responsibility, in the first instance, to express any concerns within the employment context;
- f) recognition of the Consultant's role in the delivery of education and training and research.

## 2) Appointment and tenure

- a) This Contract is a contract of employment between (name and address of Employer] and [name and address of employee). (name of appointee)<sup>1</sup> is appointed to a post of \_\_\_\_\_ and accepts the appointment from (insert date). The Contract is:
  - i) a locum appointment for the specified purpose of the provision of services related to the whole health service response to the COVID-19 global pandemic (“**Pandemic**”) which is an urgent and unprecedented public health crisis whereby the HSE and the Hospital are co-operating and acting fairly and in good faith and in accordance with the Heads of Terms Containing the Basis of Agreement in Relation to the Provision of Public Health Services at Private Hospitals in Response to the Covid-19 Pandemic which provides for a period of three (3) months of service provision (extendable in line with paragraphs 4.1 and 4.2 of the Heads of Terms) or as otherwise determined by agreement between the parties to this contract of employment within the overriding objective of supporting the HSE in discharging its various duties including its duties under section 7 of the Health Act 2004 (as amended)(the “**2004 Act**”), having due regard to medical necessity/emergency and quality and patient safety within the

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<sup>1</sup> Hereafter referred to as ‘The Consultant’

context of the Pandemic and in so doing agree as a constituent part of the national solution to the Pandemic to the provision of common access to services including clinical care in the Hospital whereby all patients will be eligible (under the Health Act 1970 (as amended)), for treatment as public patients (“**Common Purpose**”).

ii) .

In the case of Consultants appointed on a fixed term / locum basis in accordance with Sections 2 a) i) above, Section 2 (f) below and Section 3 of this Contract (entitled ‘Probation’), other than paragraph 3 (f) thereof, do not apply.

- b) A candidate for and any person holding the office must be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service.
- c) The qualifications required for this post are set out in the Health Service Executive’s Letter of Approval as attached at Appendix 1. This provision does not apply to this contract.
- d) Should the Consultant be required by the terms of the offer of appointment to comply with specified requirements or conditions (including a requirement or condition that (s)he shall acquire a specified qualification) before the expiration of a specified period the employment shall be terminated unless within that period the Consultant has complied with such requirements or conditions.
- e) With regard to resignation or retirement, the holder of a joint appointment<sup>2</sup> must act similarly in relation to each of his / her component commitments, e.g. (s)he cannot retire or resign from one participating Employer and not from the other(s).
- f) If the Consultant wishes to terminate this employment (s)he shall provide the Employer(s) with 3 months notice of his/her proposed termination date.
- g) Except in cases of serious misconduct, the Employer will provide the Consultant with 3 months notice of the intention to terminate his or her employment.

### **3) Probation – Clause 3 shall not apply to this contract.**

- a) Appointment to a Consultant post under Section 2 a) i) above is dependent upon the satisfactory completion of a probationary period of 12 months. The probationary period may be extended at the discretion of the Employer for a period of not more than 6 months. In such event the specific reasons for the extension shall be furnished in writing to the probationary Consultant.

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<sup>2</sup> A joint appointment is one which involves a commitment by the Consultant to two or more employing authorities. Consultants appointed on such a basis are entitled to a single contract or interdependent contracts (with reciprocal clauses). The Consultant’s total commitments should not exceed that which is expected from Consultants in the same specialty who have a full-time commitment to one employer.

- b) At the end of the probationary period, the Employer shall either:
  - i) certify that the Consultant's service has been satisfactory and confirm the appointment on a permanent basis;
  - or**
  - ii) certify, with stated specified reasons, that the Consultant's service has not been satisfactory, in which case the Consultant will cease to hold his/her appointment;
- c) If the Employer should fail to certify in accordance with (b) above, the Consultant shall be deemed to have been appointed on a permanent basis.
- d) The Employer undertakes to advise the probationary Consultant on a timely basis of issues likely to result in the termination or extension of the probationary period.
- e) A Consultant who currently holds a permanent Consultant appointment in the Irish public health service will not be required to complete a probationary period should (s)he have done so already.
- f) A Consultant will not be required to complete the probationary period where (s)he has for a period of not less than 12 months acted in the post pending its filling on a permanent basis.
- g) During the probationary period, the probationary Consultant will be subject to ongoing review and a formal review will take place not more than 6 months after the date of first appointment on a probationary basis.
- h) In cases where an allegation of serious misconduct is made against a probationary Consultant, the matter will be dealt with in accordance with Stage 4 of the Disciplinary Procedure (attached at Appendix II). This does not affect the Consultant's statutory rights under the Industrial Relations Acts, 1946-2004 or any other statute.
- i) In the case of joint appointments, the holding of any one part of the post is contingent on continuing to hold the other part or parts of the post.
- j) Employment may be terminated by either party during the probationary period. Should employment be terminated by the Employer, the Employer shall set out in writing the specific reasons for such termination.

#### **4) Mutual Obligations**

- a) Both the Consultant and the Employer recognise the need for mutual trust, confidence and respect in giving effect to the terms of this contract.
- b) Both the Consultant and the Employer shall co-operate in giving effect to such arrangements as are put into place to verify the delivery of the Consultant's contractual commitments.
- c) The determination of the range, volume and type of services to be provided and responsibility for the provision of same within available resources rests with the Employer. Services not provided as a consequence of a resource limit are the responsibility of the Employer and not the Consultant.



- d) The Employer recognises the Consultant's obligations regarding the application of the Medical Council's (or Dental Council, as appropriate) ethical and professional conduct guidance to the clinical and professional situations in which (s)he works.
- e) Both the Consultant and the Employer recognise the primacy of the Common Purpose in this contract and its operation.

## **5) Contract designation**

This contract is designated as a Type A Contract. Details regarding Type of Contract and change of Type of Contract are set out at Sections 21 and 22.

## **6) Reporting relationship**

The Consultant's reporting relationship and accountability for the discharge of his/her contract is to Hermitage Medical Clinic Section 38 agency (HSE) except as otherwise determined by the HSE.

## **7) Hours of work**

- a) The Consultant is contracted to undertake such duties / provide such services as are set out in this Contract in the manner specified for 39 hours per week. This 39 hour commitment may be delivered as part of:
  - i) Monday to Friday working where the Consultant's commitment will be delivered across a span of 12 hours between the hours of 8am and 8pm Monday to Friday;
  - or**
  - ii) 5/7 working where the Consultant's commitment will be delivered across a span of 12 hours between the hours of 8am and 8pm Monday to Sunday;
  - or**
  - iii) 24/7 working where the Consultant's commitment will be delivered during the span of the 24 hour day, Monday to Sunday to ensure a rostered on-site Consultant presence over the 24/7 period.
- b) Scheduling arrangements may be changed from time to time within the 8am to 8pm period or otherwise in line with clinical and/or service need as determined by the manager of the Provider/Relevant Hospital in consultation with the Clinical Director on behalf of the Employer and with the Consultant but must incorporate the following:
  - i) Irrespective of whether the Consultant delivers the 39 hour commitment under Section 7 a) i), ii) or iii) above, the Consultant will not be obliged to

work more than 8 hours in any one day. This will be structured as a single continuous episode.

- ii) The two days on which the Consultant is rostered off must be continuous.
  - iii) Consultants required to provide part of their 39 hour commitment on Saturday / Sunday will not be expected to do so or to provide on-call on more than a 1 in 5 basis.
  - iv) In relation to Consultants participating in 5/7 or 24/7 rostering, the Clinical Director must have regard to the Consultant's seniority, particular specialist skills and other relevant factors when determining roster requirements.
  - v) Where the Consultant works hours as part of their 39 hour commitment and 5/7 or 24/7 roster, the Consultant will be eligible for premium rates in accordance with public health sector norms.
  - vi) Where the Consultant is required to work a 24/7 roster, 65-75% of the Consultant's time will involve clinical activity with the remainder allocated to other on-site activities and the Consultant will not be required to participate in on-call or structured overtime.
- c) The aggregation of the Consultant's commitments in a given time period shall be on a cumulative basis of 39 hours per week. This does not imply that the Consultant's work is organised in equal periods of time. If the time worked consistently and significantly varies from the scheduled commitment, there will be a review of the commitment to ensure that the Consultant is not working regularly in excess of or less than the 39 hour weekly commitment. Where the commitment is being unavoidably exceeded for reasons of a temporary nature, local arrangements will be made to compensate the Consultant concerned.
- d) In addition to the contracted commitment per week specified at Section 7 (a) above:
- i) the Consultant other than as described at Section 7 b) vi) above may be required to participate in the on-call roster as determined by the Clinical Director / Employer. Payment arrangements for on-call liability are set out at Section 23 (i) and for the provision of call-out services when on-call outside scheduled commitments at Section 23 (j).
  - ii) the Consultant rostered on-call other than as described at Section 7 b) vi) above may be required to provide a structured commitment on-site of up to 5 hours on a Saturday and / or 5 hours overtime on a Sunday and / or 5 hours on a public holiday. Consultants on onerous on-call rosters<sup>3</sup> shall not be expected to deliver the upper end of this requirement as determined by the Clinical Director. The Consultant's liability for on-call outside such structured or other scheduled overtime hours will continue to apply.
- e) As a senior professional employee, the Consultant may be required, from time to time, to work beyond his/her rostered period in line with the exigencies of

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<sup>3</sup> Only on-call rosters of 1:4, 1:3, 1:2 or 1:1 are regarded as onerous.

the service. The Employer will endeavour to ensure that this will be an exceptional rather than a standard requirement.

## **8) Location and Residence**

- a) The Consultant's appointment shall be to \_\_\_\_\_  
(name *Hospital Group / Community Health Organisation and employers as set out in the HSE letter of approval*). The Consultant's employment location(s) is the Hospital or such other location of whatever nature as may be required by the Employer from time to time or for the duration of the contract or any part of the contract. \_\_\_\_\_
- b) The Consultant's employment location may be changed within the functional area and service range applicable to his/her Employer. In the first instance, this will be within the Hospital Group / remit of the HSE-funded Hospital / Agency. The Consultant shall be consulted should (s)he be required to change to an employment location outside the (Hospital Group / HSE-funded Hospital / Agency). In circumstances where a change of location is required, (e.g. - hospital closures or major changes taking place in the character of the work being carried out there) the Consultant will be offered an appropriate alternative appointment without competition and consideration will be given to any request from the Consultant to change Contract Type or title of post. Subject to the provisions of the removal expenses scheme for the Health Service Executive, removal expenses shall be payable, if claimed. No such consultation or consideration of change request requirement shall apply to this contract.
- c) The Consultant shall be available to respond readily to clinical or service needs at the location(s) specified above.

## **9) Scope of post**

- a) The scope of this post is as set out in the HSE letter of approval for this position at Appendix 1 and the Job Description as issued by the Employer. These describe the Consultant's service commitments, accountabilities and specific duties.
- b) The Consultant's annual Clinical Directorate Service Plan will detail how these are to be implemented and will be validated by a series of performance monitoring arrangements.
- c) Certain decision-making functions and commensurate responsibilities may be delegated to the Consultant by the Employer. These will be documented in the Clinical Directorate Service Plan.
- d) The Consultant may apply through the Employer to the Health Service Executive to change the structure of this post as set out in the HSE Letter of Approval. Any change in the structure of the post is subject to the determination of the HSE. No such application shall be made under this contract.

- e) The Consultant may apply for atypical working arrangements under the relevant health service scheme. No such application shall be made under this contract.

## **10) Role of Consultant**

- a) For the purposes of this contract, a Consultant is defined as a registered medical or dental practitioner who by reason of his/her training, skill and expertise in a designated specialty, is consulted by other registered medical practitioners and who has a continuing clinical and professional responsibility for patients under his/her care, or that aspect of care on which (s)he has been consulted.
- b) The Consultant is clinically independent in relation to decisions on the diagnosis, treatment and care of individual patients. This clinical independence derives from the specific relationship between the patient and the Consultant in which the patient places trust in the Consultant personally involved in his/her care to make clinical decisions in the patient's best interests and to take continuing responsibility for their consequences.
- c) The Consultant acknowledges that (s)he is subject to statutory and regulatory requirements and corporate policies and procedures.
- d) The Consultant has a substantial and direct involvement in the medical diagnosis, treatment and delivery of care to patients. Each patient will have a named Consultant who has continuing responsibility for his/her diagnosis, treatment and care.
- e) The Consultant may discharge his / her responsibilities through:
  - i) a direct personal relationship with the patient;
  - ii) shared responsibility with other Consultants who contribute significantly to patient management;
  - iii) delegation of aspects of the patient's care to other appropriate staff. Delegation of responsibility to other doctors or staff by a Consultant is subject to:
    - (1) the Consultant being satisfied that the relevant staff member has the necessary professional capability and
    - (2) the continued provision of a commensurate level of diagnosis, treatment and care to the patient.The Consultant shall retain a continuing overall responsibility for the care of the patient.
- f) The Consultant will generally work as part of a Consultant team. The primary purpose of Consultant teams is to ensure Consultant provided services to patients on a frequent and continuing basis. In effect this requires that the Consultant provides diagnosis, treatment and care to patients under the care of other Consultants on his/her Consultant team and vice versa. This may include discharge and further treatment arrangements, as appropriate.

- g) The membership of the Consultant team will be determined in the context of the local working environment. The team may be defined at specialty/sub-speciality level or under a more broadly based categorisation e.g. general medicine, general surgery.

## **11) Professional Competence**

The Consultant shall maintain his/her professional competence on an ongoing basis pursuant to any Medical Council / Dental Council professional competence scheme applicable to the Consultant as a medical / dental practitioner. The Employer shall facilitate the maintenance of the Consultant's professional competence pursuant to any Medical Council / Dental Council professional competence scheme applicable to the Consultant as a registered medical practitioner. Commitments in this regard will be reflected in the Clinical Directorate Service Plan.

## **12) Standard Duties and responsibilities**

- a) To participate in development of and undertake all duties and functions pertinent to the Consultant's area of competence, as set out within the Clinical Directorate Service Plan<sup>4</sup> and in line with policies as specified by the Employer.
- b) To ensure that duties and functions are undertaken in a manner that minimises delays for patients and possible disruption of services.
- c) To work within the framework of the hospital / agency's service plan and/or levels of service (volume, types etc.) as determined by the Employer. Service planning for individual clinical services will be progressed through the Clinical Directorate structure or other arrangements as apply.
- d) To co-operate with the expeditious implementation of the Disciplinary Procedure (attached at Appendix II).
- e) To formally review the execution of the Clinical Directorate Service Plan with the Clinical Director / Employer periodically. The Clinical Directorate Service Plan shall be reviewed periodically at the request of the Consultant or Clinical Director / Employer. The Consultant may initially seek internal review of the determinations of the Clinical Director regarding the Service Plan.
- f) To participate in the development and operation of the Clinical Directorate structure and in such management or representative structures as are in place or being developed. The Consultant shall receive training and support to enable him/her to participate fully in such structures.
- g) To provide, as appropriate, consultation in the Consultant's area of designated expertise in respect of patients of other Consultants at their request.

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<sup>4</sup> A sample Clinical Directorate Service Plan is attached at Appendix III. Appendix VII also refers.

- h) To ensure in consultation with the Clinical Director that appropriate medical cover is available at all times having due regard to the implementation of the European Working Time Directive as it relates to doctors in training.
- i) To supervise and be responsible for diagnosis, treatment and care provided by non-Consultant Hospital Doctors (NCHDs) treating patients under the Consultant's care.
- j) To participate as a right and obligation in selection processes for non-Consultant Hospital Doctors and other staff as appropriate. The Employer will provide training as required. The Employer shall ensure that a Consultant representative of the relevant specialty / sub-specialty is involved in the selection process.
- k) To participate in clinical audit and proactive risk management and facilitate production of all data/information required for same in accordance with regulatory, statutory and corporate policies and procedures.
- l) To participate in and facilitate production of all data/information required to validate delivery of duties and functions and inform planning and management of service delivery.

### **13) Intellectual Property**

Intellectual property generated by the Consultant in the course of his/her employment shall be in the ownership of the relevant health sector / academic Employer(s). Due regard shall be given to national policy and national codes of practice<sup>5</sup>.

### **14) Medical Education, Training and Research**

- a) The Consultant shall, as part of his/her standard contractual commitment, contribute to the education, training and supervision of students, non-Consultant Hospital Doctors and trainee professionals including members of the multi-disciplinary team.
- b) The Consultant shall, as part of his/her standard contractual commitment, contribute to the advancement of knowledge by facilitating and supporting research.
- c) Where the Consultant is employed by an Academic Teaching Hospital / Agency, the Employer(s) shall, through the Clinical Director, ensure that the Clinical Directorate Service Plan takes account of the academic schedule and related delivery of academic commitments.
- d) The Employer shall liaise with:

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<sup>5</sup> e.g. the National Code of Practice for Managing Intellectual Property from Publicly Funded Research (ICSTI, April 2004) and National Code of Practice for Managing and Commercialising Intellectual Property from Public-Private Collaborative Research (ASC, November 2005).

- i) The relevant University / Universities regarding local arrangements for the provision of undergraduate medical education and training, and research;  
**and**
  - ii) The relevant University / Universities and the relevant recognised Postgraduate Training Body(ies) regarding local arrangements for the provision of postgraduate medical education and training.
- e) Where the Consultant contributes in a structured manner to or receives any remuneration associated with the education, training or supervision of students, Non-Consultant Hospital Doctors or trainee professionals including members of the multi-disciplinary team totalling more than two hours per week this commitment must be specified in terms of purpose, affiliated Medical School or Training body and role. Such commitments must be agreed with the Clinical Director and notified to the HSE Medical Education and Training Unit.
  - f) The Consultant may, with the agreement of the Employer, within the 39 hour commitment, make an explicit further structured and scheduled commitment to educational activities commensurate with his/her role in conjunction with (i) the relevant affiliated Medical/Dental School(s) and (ii) training bodies for postgraduate medical education and training. Such structured and scheduled commitment, responsibility and accountability for same will be agreed with the relevant Medical/Dental School or training body and will be consistent with the agreed training principles for postgraduate medical education and training<sup>6</sup>. These structured commitments shall be set out in the Clinical Directorate Service Plan.
  - g) The Consultant may, in line with Section 9, have the opportunity to restructure his/her commitments to facilitate structured research or educational programme development for a defined period, subject to the agreement of the relevant Employer; funding being identified to support such activity for that period and such research being subject to appropriate research governance and ethics.

## **15) Provisions specific to Academic Consultants**

- a) All terms of this contract are applicable to the holders of Academic Consultant posts which have been approved through the established HSE/HEA process in response to agreed submissions from the relevant University(ies) and clinical Employer(s). The provisions set out in this section are confined to holders of Academic Consultant posts approved by the HSE/HEA<sup>7</sup> and are additional and particular to Academic Consultants.
- b) Academic Consultant posts are joint appointments between Universities<sup>8</sup> and the HSE or its funded agencies. They are structured to ensure a minimum 50% commitment to the academic institution.

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<sup>6</sup> 'Training Principles to be incorporated into new working arrangements for doctors in training', published by the Medical Education and Training Group, July 2004.

<sup>7</sup> And previously Comhairle na nOspidéal.

<sup>8</sup> For the purposes of this document the term 'University' shall include the Royal College of Surgeons in Ireland.

- c) The HSE (or HEA, as appropriate), may, following consultation and agreement with the Employer(s), structure Academic Consultant posts at Senior Lecturer and Associate Professor level to reflect a lower commitment<sup>9</sup>, where:
  - i) the nature of the clinical sub-specialty associated with the Academic Consultant post is such that a commitment to clinical duties in excess of 50% is required for the appointee to maintain the required skills and competencies
  - and/or**
  - ii) the academic department does not require an individual structured commitment of 50% to deliver its teaching and research programmes.
- d) Academic Consultants are graded as follows:
  - i) Professor / Consultant;
  - ii) Associate Professor / Consultant;
  - iii) Senior Lecturer / Consultant.

The Professor / Consultant, where appointed pursuant to the relevant statutes and regulations of the University, will act as head of the Academic Department or other relevant academic unit, with responsibility for the academic curriculum and administration of the Academic Department or unit<sup>10</sup>.

- e) The Academic Consultant is accountable for the delivery of the clinical component of the post as provided for in the body of this Contract.
- f) The Academic Consultant is accountable via the management and governance structures in place in the University in relation to the delivery of their academic commitment.
- g) The Academic Consultant's role in teaching and training on the University campus extends to the relevant clinical site(s) for both undergraduates and postgraduates and shall, where required include responsibility for relevant University students, teaching, training, assessment, modules and courses.
- h) Management and governance structures in respect of academic activities will be described in a framework developed by the Employer(s) which shall, inter alia, set out the relationship between academic and clinical activities; roles and responsibilities within these structures, including the respective roles of the Clinical Director and the Academic Head of Department(s) and/or other relevant academic unit; have regard to national policy on medical education and training, and standards of medical education and training for basic and specialist medical qualifications set and published by the Medical Council.
- i) The Academic Consultant will fully commit to and play a key role in the development and reform of medical education and training and research in alignment with Government policy. This may include a requirement to

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<sup>9</sup> Structured Academic Consultant posts will have a minimum 30% commitment to the Academic Institution.

<sup>10</sup> The academic governance and management structures in universities are subject to ongoing reform and change and the Academic Departments may no longer be the fundamental organisational unit within these structures.



participate in and collaborate across University and clinical sites and with postgraduate bodies and the Medical Council on international, national and regional initiatives in academic and related activities.

- j) The rights and obligations implied in the exercise of academic independence are recognised.

## **16) Advocacy**

- a) The Consultant may advocate on behalf of patients / service users or persons awaiting access to service.
- b) In the first instance such advocacy should take place within the employment context through the relevant Clinical Director or other line manager.
- c) Information given to the public should be expressed in clear and factual terms. It must never cause unnecessary public concern or personal distress nor should it raise unrealistic expectations.

## **17) Consultative structures**

It is recognised that Consultants organise themselves in groupings within hospitals / health agencies in order to deal with collegiate or non-executive matters. This representative system provides a mechanism to complement and inform the work of corporate management structures including Clinical Directorates. Where these representative structures do not exist, Employers will encourage and support their establishment, provide appropriate administrative support and encourage the fullest participation by all Consultants in the arrangements. The appropriate representative head (Chairperson or Secretary) of such a structure, e.g. Medical Board, Medical Advisory Board, Medical Committee will be accorded a consultative status regarding issues which have a significant effect on the delivery of clinical services within the hospital / health agency commensurate with their important representative function.

## **18) Leave, holidays and rest days**

- a) All leave or planned absences, other than those described under (e) and (f), must have prior approval from the Clinical Director / Employer.
- b) Leave and absences from work will normally be planned and scheduled in advance in conjunction with the Clinical Director / Employer. Leave will be approved by the Clinical Director / line manager in line with agreed rota and service requirements and notice is required in accordance with the Employer's policy.
- c) Annual Leave: The Consultant's annual leave entitlement is 30 working days per annum and as determined by national agreements and the Organisation of Working Time Act 1997.

d) Public Holidays Entitlement:

Public holidays shall be granted in accordance with the Organisation of Working Time Act 1997 as follows:

i) In respect of each public holiday, an employee's entitlement is as follows:

- (1) a paid day off on the public holiday; or
  - (2) a paid day off within the month; or
  - (3) an extra day's annual leave; or
  - (4) an extra day's pay
- as the Employer may decide

e) Sick Leave:

During the contract period only, the Consultant may be paid under the Sick Pay Scheme for absences due to illness or injury. Granting of sick pay is subject to a requirement to comply with the Employer's sick leave policy. Details of the scheme are set out at Appendix VI.

f) Other Leave:

Details regarding Maternity, Adoptive, Paternity, Parental, Force Majeure, Compassionate and other leave in accordance with procedures can be obtained from the Employer.

g) Sabbatical Leave / Career Breaks

The Consultant may apply for Sabbatical Leave or Career breaks in accordance with the terms of the relevant circulars. The Employer has the right to approve or refuse such leave. No such application may be made or considered under this contract.

h) Leave to provide services abroad:

The Consultant may apply for special leave to provide services in countries where health services are underdeveloped in accordance with the relevant circular. The Employer may grant or refuse such leave. No such application may be made or considered under this contract.

i) Special Leave

i) Leave for special circumstances shall be available to the Consultant in accordance with the relevant circulars and subject to the agreement of the Employer. No such application may be made or considered under this contract.

ii) In addition and unless otherwise addressed by circular, for Consultants employed by the HSE, the provisions below and those set out in the HSE Employee Handbook apply. For Consultants employed by non-HSE agencies, the provisions below and those set out at Appendix VIII apply. No such application may be made or considered under this contract.

The Employer may grant leave with pay for:

- (1) continuing education or attendance at clinical meetings of societies appropriate to the Consultant's specialty of not more than seven days in any one year excluding travel time.
- (2) attendance at courses, conferences, etc. approved by the Minister for Health and Children and which the Employer is satisfied are relevant to the work on which the Consultant is engaged.
- (3) World Health Organisation or Council of Europe Fellowships.

j) Rest Days

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

- (1) 1 : 1 on-call roster entitles the Consultant to 5 days in lieu per 4 week period;
- (2) 1 : 2 on-call roster entitles the Consultant to 3 days in lieu per 4 week period;

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:

- 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**
- 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.

- ii) Consultants with an on-call liability arising from 1 : 3 and 1 : 4 rosters or otherwise will benefit from rest as set out in HSE guidance on provision of compensatory rest for Consultants issued on 16<sup>th</sup> April 2014.

k) Historic Rest Days

A Consultant who established an entitlement to historic rest days under the Consultant Contract 1997 (i.e. by 30<sup>th</sup> June 1998) retains such entitlement.

l) Other HR Policies

All other generally applicable human resource policies, e.g., Flexible Working, Trust in Care, Dignity at Work, etc. shall apply to the Consultant.

m) Travel and Subsistence

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. Consultants holding joint appointments or appointments involving a commitment at more than one location will be reimbursed expenses in respect of travel between locations

specified in the Clinical Directorate Service Plan and agreed with the Employer(s).

## **19) Locum Cover**

- a) In the event of the Consultant being absent on a scheduled or unscheduled basis, the Clinical Director / Employer will determine the requirement for locum cover and make necessary arrangements.
- b) The Clinical Director / Employer will work with the Consultant in the development and execution of such arrangements as required.
- c) In exceptional circumstances where either sufficient cover cannot be provided or appropriate locum cover obtained, the Clinical Director / Employer may request the existing Consultants to undertake the routine work of an absent colleague in addition to their scheduled commitment. In such circumstances, appropriate compensation will be agreed with the Clinical Director.

## **20) Regulation of private practice**

- a) Subject to the provisions of this section, the Consultant may engage in privately remunerated professional medical/dental practice as determined by his or her Contract Type as described at Section 21 below.
- b) The volume of private practice may not exceed 20% of the Consultant's workload in any of his or her clinical activities, including in-patient, day-patient and out-patient.
- c) The volume of practice shall refer to patient throughput adjusted for complexity through the medium of the Casemix system.
- d) The 80:20 ratio of public to private practice will be implemented through the Clinical Directorate structure. The Employer has full authority to take all necessary steps to ensure that for each element of a Consultant's practice, s(he) shall not exceed the agreed ratio.
- e) The Consultant will be advised on a timely basis if his or her practice is in excess of the 80:20 ratio of public to private practice in any of his or her clinical activities. An initial period of six months will be allowed to bring practice back into line but if within a further period of 3 months the appropriate ratio is not established (s)he will be required to remit private practice fees in excess of this ratio to the research and study fund under the control of the Clinical Director.
- f) The Clinical Director may exercise some discretion in dealing with the implementation of the ratio either for an individual or a group of Consultants once the overall ratio in relation to the particular clinical activity is satisfied.
- g) The implementation of the 80:20 ratio of public to private practice shall be the subject of audit including audit by the Department of Health and Children.

## **21) Contract Type**

### **Consultant Contract Type A**

- a) A Consultant holding Contract Type A may engage in professional medical/dental practice exclusively for the public Employer(s) or as provided for at (c) below.
- b) A Consultant holding Contract Type A shall not engage in privately remunerated professional medical/dental practice. (S)He can only be remunerated for professional medical practice by way of salary as an employee under this contract or as provided for in (c) below.
- c) Professional medical/dental practice carried out for or on behalf of the Mental Health Commission, the Coroner, other Irish statutory bodies<sup>11</sup>, medical/dental education and training bodies shall not be regarded as private practice. In addition, the provision of expert medical/dental opinion relating to insurance claims, preparation of reports for the Courts and Court attendance shall not be regarded as private practice.

The HSE may specify additional bodies<sup>11</sup> dealing with public patients or aspects of the public health system to which this provision will also apply. The use of public facilities for all such activities is subject to the prior agreement of the Employer.

### **Consultant Contract Type B**

- a) A Consultant holding Contract Type B may engage in privately remunerated professional medical/dental practice only in hospitals or facilities operated by the Employer, as part of such activities that arise as part of the employment contract (e.g. home visits), colocated private hospitals on public hospital campuses and as described at (b) below.
- b) A Consultant holding Contract Type B who previously held a Category I or Category II Contract under the Consultants Contract 1997 may continue to hold the right to engage in privately remunerated professional medical/dental practice in locations outside the public hospital campus, subject to the Consultant fully discharging his/her aggregate 39-hour weekly standard commitment as required by the Employer and such private practice being commensurate with the entitlement to off-site private practice held by a Category I Consultant under the Consultants Contract 1997<sup>12</sup>;
- c) Where a Consultant holding Contract Type B cannot be provided with facilities on the hospital campus for outpatient private practice the Employer shall make provision for such facilities off-campus, on an interim basis, pending provision of on-campus facilities.

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<sup>11</sup> An indicative list of such bodies is available from the HSE Employers Agency, 63-64 Adelaide Road, Dublin 2, tel: 01 6626966, web: [www.hseea.ie](http://www.hseea.ie)

<sup>12</sup> Sections 2.9.4 to 2.9.7 inclusive of the Memorandum of Agreement attached to the Consultants Contract 1997 refer. These are attached at Appendix V.

- d) The volume of private practice as described at (a) and (c) may not exceed 20% of the Consultant's clinical workload in any of his or her clinical activities, including in-patient, day-patient and out-patient.
- e) With respect to Emergency and Outpatient Departments specifically, the Consultant shall not charge private fees in respect of:
  - i) patients attending Emergency Departments in public hospitals;
  - or**
  - ii) patients attending Public Outpatient Services in public hospitals.
- f) A common waiting list operated by the public hospital will apply to both public and private patients undergoing diagnostic investigations, tests and procedures (including radiology and laboratory procedures) on an out-patient basis in public hospitals (including referrals from General Practitioners). Status on the common waiting list will be determined by clinical need only. The list will be subject to clinical validation by the relevant Clinical Director.

The Consultant may charge private fees in relation to private patients undergoing diagnostic investigations, tests and procedures on an outpatient basis subject to:

- i) the common waiting list provisions described above;
- ii) all billing being processed by the Consultant in a manner that is satisfactory to the hospital and in the event that insufficient information is available for verification purposes recourse may be had to the measures provided for at Section 20 (d) and (e);
- iii) the volume of such private practice not exceeding 20%.
- g) The Consultant may charge private fees in relation to diagnostic investigations, tests and procedures (including radiology and laboratory procedures) referred to the public hospital by private hospitals, private clinics or other sources outside of the public health system but only where all arrangements for such referrals are effected through the Employer.
- h) Professional medical/dental practice carried out for or on behalf of the Mental Health Commission, the Coroner, other Irish statutory bodies or medical education and training bodies shall not be regarded as private practice. In addition, the provision of expert medical opinion relating to insurance claims, preparation of reports for the Courts and Court attendance shall not be regarded as private practice.

The HSE may specify additional bodies dealing with public patients or aspects of the public health system to which this provision will also apply. The use of public facilities for all such activities is subject to the prior agreement of the Employer.

### **Consultant Contract Type B\***

- a) Contract Type B\* is immediately available to:
  - i) A Consultant who held a Category II Contract under the Consultants Contract 1997; subject to the Consultant fully discharging his/her

aggregate 39-hour weekly standard commitment as required by the Employer.

- ii) A Consultant who held a Category I or II Contract as a Consultant in Emergency Medicine under the Consultants Contract 1997, subject to the Consultant fully discharging his/her aggregate 39-hour weekly standard commitment as required by the Employer.
- b) A Consultant who held a Category I Contract under the Consultants Contract 1997 may apply to change Contract Type to Contract Type B\* two years after taking up Contract Type A or B.
- c) A Consultant holding Contract Type B\* may engage in privately remunerated professional medical/dental practice in:
  - i) hospitals or facilities operated by the Employer;
  - ii) as part of such activities that arise as part of the employment contract (e.g. home visits), and/or in colocated private hospitals on public hospital campuses;
  - iii) in locations outside the public hospital campus, subject to such private practice being:
    - (1) commensurate with the entitlement to off-site private practice of a Category II Consultant under the Consultants Contract 1997; and
    - (2) confined to periods outside the aggregate 39 hour weekly commitment and other scheduled commitments to the public service.
- d) The volume of private practice as described at (c) i) and ii) may not exceed 20% of the Consultant's clinical workload in any of his or her clinical activities, including in-patient, day-patient and out-patient.
- e) With respect to Emergency and Outpatient Departments specifically, the Consultant shall not charge private fees in respect of:
  - i) patients attending Emergency Departments in public hospitals,
  - or**
  - ii) patients attending Public Outpatient Services in public hospitals.
- f) A common waiting list operated by the public hospital will apply to both public and private patients undergoing diagnostic investigations, tests and procedures (including radiology and laboratory procedures) on an out-patient basis in public hospitals (including referrals from General Practitioners). Status on the common waiting list will be determined by clinical need only. The list will be subject to clinical validation by the relevant Clinical Director.

The Consultant may charge private fees in relation to private patients undergoing diagnostic investigations, tests and procedures on an outpatient basis subject to:

- i) the common waiting list provisions described above;
- ii) all billing being processed by the Consultant in a manner that is satisfactory to the hospital and in the event that insufficient

information is available for verification purposes recourse may be had to the measures provided for at Section 20 (d) and (e);

iii) the volume of such private practice not exceeding 20%.

- g) The Consultant may charge private fees in relation to diagnostic investigations, tests and procedures (including radiology and laboratory procedures) referred to the public hospital by private hospitals, private clinics or other sources outside of the public health system but only where all arrangements for such referrals are effected through the Employer.
- h) Professional medical/dental practice carried out for or on behalf of the Mental Health Commission, the Coroner, other Irish statutory bodies or medical education and training bodies shall not be regarded as private practice. In addition, the provision of expert medical opinion relating to insurance claims, preparation of reports for the Courts and Court attendance shall not be regarded as private practice.

The HSE may specify additional bodies dealing with public patients or aspects of the public health system to which this provision will also apply. The use of public facilities for all such activities is subject to the prior agreement of the Employer.

### **Consultant Contract Type C**

- a) A Consultant holding Contract Type C may engage in privately remunerated professional medical/dental practice in:
  - i) hospitals or facilities operated by the Employer;
  - ii) as part of such activities that arise as part of the employment contract (e.g. home visits), in colocated private hospitals on public hospital campuses;
  - iii) in locations outside the public hospital campus, subject to the Consultant fully discharging his/her aggregate 39-hour weekly standard commitment as required by the Employer.
- b) The volume of private practice as described at (a) i) and ii) may not exceed 20% of the Consultant's clinical workload in any of his or her clinical activities, including in-patient, day-patient and out-patient.
- c) With respect to Emergency and Outpatient Departments specifically, the Consultant shall not charge private fees in respect of:
  - i) patients attending Emergency Departments in public hospitals;
  - or**
  - ii) patients attending Public Outpatient Services in public hospitals.
- d) A common waiting list operated by the public hospital will apply to both public and private patients undergoing diagnostic investigations, tests and procedures (including radiology and laboratory procedures) on an out-patient basis in public hospitals (including referrals from General Practitioners). Status on the common waiting list will be determined by clinical need only. The list will be subject to clinical validation by the relevant Clinical Director.



The Consultant may charge private fees in relation to private patients undergoing diagnostic investigations, tests and procedures on an outpatient basis subject to:

- i) the common waiting list provisions described above;
  - ii) all billing being processed by the Consultant in a manner that is satisfactory to the hospital and in the event that insufficient information is available for verification purposes recourse may be had to the measures provided for at Section 20 (d) and (e);
  - iii) the volume of such private practice not exceeding 20%.
- e) The Consultant may charge private fees in relation to diagnostic investigations, tests and procedures (including radiology and laboratory procedures) referred to the public hospital by private hospitals, private clinics or other sources outside of the public health system but only where all arrangements for such referrals are effected through the Employer.
- f) Professional medical/dental practice carried out for or on behalf of the Mental Health Commission, the Coroner, other Irish statutory bodies or medical education and training bodies shall not be regarded as private practice. In addition, the provision of expert medical opinion relating to insurance claims, preparation of reports for the Courts and Court attendance shall not be regarded as private practice.

The HSE may specify additional bodies dealing with public patients or aspects of the public health system to which this provision will also apply. The use of public facilities for all such activities is subject to the prior agreement of the Employer.

## **22) Change in Contract Type**

- a) Consultants may apply to change Contract Type to Type A, B or C at five-yearly intervals. An appeals process is set out at Section 22 (d) below.
- b) Those Consultants who previously held a Category I or Category II Contract under the Consultants Contract 1997 may, 2 years after accepting the Consultant Contract 2008 and thereafter at 5 yearly intervals, make application to the Health Service Executive Consultant Applications Advisory Committee<sup>13</sup> to transfer to Contract Type B\*. A decision on such application will be made by the HSE following the advice of the Committee. Applicants must demonstrate that the change in Contract Type is consistent with the public interest and that there is a demonstrable benefit to the public health system.
- c) Where significant changes occur in a particular area in the delivery of acute hospital care (e.g. hospital closures or major changes taking place in the character of the work being carried out there<sup>14</sup>) or where the volume of private practice is significantly below 20% of total clinical workload, the

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<sup>13</sup> Please refer to Appendix IX

<sup>14</sup> Please refer to Section 8

Consultant shall be entitled to have his/her Contract Type reviewed by the Health Service Executive Consultant Applications Advisory Committee / Type C Committee within the 5 year period.

- d) Applications for change of Contract Type A, B or B\* will be considered by the Health Service Executive Consultant Applications Advisory Committee together with the Employer's views on the application. A decision on such application will be made by the HSE following the advice of the Committee. Applications for change of Contract Type to Contract Type B\* will be considered subject to the condition that the total number of Consultants holding B\*, Type C and Category 2 Contracts will be subject to an upper limit of such posts within the system. In the event that the HSE does not accede to the request, the Consultant may refer the matter to the Independent Appeals Panel for a recommendation. The Independent Appeals Panel shall be composed of:
  - i) an Independent Chairperson,
  - ii) a representative of the Consultant (e.g. from the relevant medical organisation), and
  - iii) an Employer representative.
- e) Appointments for reclassification to a Type C post will be considered by the Health Service Executive Type C Committee<sup>13</sup>. A decision on such application will be made by the HSE following the advice of the Committee. Applications for change of Contract Type to Type C will be considered with reference to the total number of Consultants holding Type B\*, Type C and Category II Contracts not exceeding the specified limit. In the event that the Type C Committee does not accede to the request the matter will be referred to Chief Executive Officer of the Health Service Executive for a final decision.
- f) No application for change of contract type shall be made or considered under this contract.

## **23) Salary and other payments**

- a) The Consultant's annual salary shall be as set out in Department of Health salary scales. No historic pay claims, settlements or agreements shall apply to this contract save as may be determined by the HSE.
- b) All serving Consultants who take up the offer of the Consultant Contract 2008 by 31st August 2008 will be assimilated to the maximum point of the applicable new salary scale.
- c) Those Consultants appointed as Clinical Directors will receive additional remuneration as specified in Department of Health salary scales.
- d) Saturday, Sunday and Public Holidays:

Structured on-site attendance at weekends and on public holidays will be subject to the following premium payments:

- i) Time +  $\frac{1}{4}$  on Saturdays
- ii) Double time on Sundays and Public Holidays

Such payments will not apply on a day which the Consultant has been rostered to work as part of his/her 5/7 working week. In such circumstances, the Consultant will be eligible for premium rates in accordance with public health sector norms.

e) Continuing Medical Education / Continuing Professional Development

This provision shall not apply to this contract. The Consultant will be provided with appropriate professional competence supports as set out in the Guidance on Continuing Medical Education Supports for Consultants issued by the HSE Medical Education and Training Unit. This provides for a vouched annual allowance of €3,000 which may not be carried over other than in specified exceptional circumstances. It also provides for supports that enable the Consultant to access CME internationally including attendance at international meetings and other activities as appropriate.

f) Telecommunications

The Consultant shall be reimbursed either the cost of home or mobile phone rental.

g) B Factor (On-Call) Payments

Payment is as set out in Department of Health salary scales.

h) C Factor (Call-Out) Payments

The Consultant will be eligible for payment on a per call-out basis for the provision of on-site services when:

- i) rostered for on-call duty and is contacted by another medical practitioner in the hospital, by a senior nurse or other member of staff specifically designated for that purpose and attends on-site to provide emergency services;
- ii) rostered for on-call duty and who, in the exercise of his/her professional judgment, attends on-site and performs clinical work of an urgent nature or carries out urgent diagnostic or therapeutic procedures;
- iii) requested by another Consultant to provide on-site services in public hospital / agency to which the Consultant does not have a scheduled commitment and where such services cannot be provided within the Consultant's scheduled commitment as adjusted by the Clinical Director / Employer. This payment shall be on the basis of the equivalent payment per call-out.

The structures and rates for C Factor payments are as set in Department of Health salary scales.

Claims for C-factor payments must be made – where the Consultant is rostered on-duty and available to make the claim and other than in exceptional circumstances – no later than three months from the earliest date of the on-call liability to which they relate.

With the exception of the payments referred to at sub-paragraphs g) and h) above the foregoing rates will be increased in line with general round increases under National Pay Agreements.

## **24) Superannuation**

- a) Consultants to whom this contract applies will be eligible to become members of the Single Public Service Pension Scheme. Any previous benefit or deferred benefit accruing under a former Pension Scheme to any Consultant previously employed in the public sector will not be adversely affected by that Consultant now joining the Single Public Service Pension Scheme as part of this contract. In the likely event that the specified purpose referred to at section 2 a) i) above concludes within 2 years of the date of commencement of the contract, the Consultant will receive a compulsory refund of his/her superannuation contributions and Additional Superannuation Contributions (ASC) on termination.
- b) HR Circular 009/2020 re Waiver of Pension Abatement for Frontline Staff in the context of Covid-19 shall be extended to consultants to whom this contract applies.
- c) The Single Public Service Pension Scheme death benefit provisions will be applied to this contract fairly and in good faith.

## **25) Confidentiality**

- a) In the course of the Consultant's employment (s)he may have access to, or hear information concerning the medical or personal affairs of patients and / or staff. Such records and information are strictly confidential and in whatever format and wherever kept, must be safeguarded.

## **26) Records / Property**

- a) The Consultant should take all reasonable measures to ensure that records are stored in such a manner that ensures confidentiality, security and ready accessibility for clinical staff when required for patient management.
- b) The Consultant shall not remove from the employment location any records in any format, electronic or otherwise, belonging to the Employer / Health Service Executive at any time without having authorisation. Such authorisation will be issued in advance of the first instance and apply thereafter.

- c) The Consultant will return to the Employer / Health Service Executive upon request, and, in any event, upon the termination of his/her employment, all records and property and equipment belonging to the Employer / Health Service Executive which are in his/her possession or control.

## **27) Clinical Indemnity**

- a) The Consultant will be provided with an indemnity against the cost of meeting claims for personal injury arising out of bona fide actions taken in the course of his/her employment under this contract.
- b) This indemnity is in addition to the Employer's(s') Public Liability / Professional Indemnity / Employer's(s') Liability in respect of the Consultant's non-clinical duties arising under this contract.
- c) Notwithstanding (a) above, the Consultant is strongly advised and encouraged to take out supplementary membership with a defence organisation or insurer of his/her choice, so that (s)he has adequate cover for matters not covered by this indemnity such as representation at disciplinary and fitness to practise hearings or Good Samaritan acts outside of the jurisdiction of the Republic of Ireland.
- d) Under the terms of this indemnity the Consultant is required to report to an officer designated by the Employer in such form which may be prescribed, all adverse incidents which might give rise to a claim and to otherwise participate in the Employer's risk management programme as may be required from time to time. In the event that an adverse incident is first reported by a third party, the Consultant/Head of Department should be notified as soon as practicable.

## **28) Grievance and Disputes Procedure**

- a) In the case of a dispute arising regarding these terms and conditions, during the term of this contract, the Employer and Consultant will have recourse to and, as necessary, complete the Grievance and Disputes Procedure below.
- b) The purpose of this procedure is to deal with problems arising under the Contract. To the greatest extent possible, such problems should be addressed and resolved within the normal structures of the employing authority and at the earliest possible point. The parties recognize the finite nature of resources and agree that issues involving the resourcing of services, roles of hospitals and other general service issues are not amenable to the Grievance and Disputes Procedure. However, the parties further agree that disputes may arise, which although touching on or concerning such issues, are essentially concerned with the operation of the individual contract and are therefore amenable to the procedure.
- c) Stage 1

Local level discussions must be undertaken and completed within three months from the date on which each party to a dispute indicates in writing that it wishes to avail of this procedure. Where individual issues of an urgent nature arise, such as difficulties in obtaining locum cover, the Consultant shall have the right to process the matter up to the level of the Chief Executive or his nominated representative /deputy.

d) Stage 2 – Mediation / Adjudication

In exceptional cases where resolution at local level does not prove possible, the matter may be referred by way of written submission to the Mediator/Adjudicator by either party.

The said submission shall be transmitted in the first instance to the Secretariat who shall immediately forward the complaint to the Mediator/Adjudicator. It is prerequisite to the invocation of this procedure that local discussions have taken place prior to referral to the Mediator/Adjudicator.

The Mediator/Adjudicator shall decide whether all avenues at local level have been adequately explored and exhausted and further whether the matter is appropriate for his/her consideration. The respondent will have a period of 6 weeks within which to prepare and lodge a counter statement with the Secretariat and shall forward a copy of same immediately to the complainant. Mediation/Adjudication shall commence within two weeks of the expiry of the aforesaid time limit. Should the dispute not be resolved by mediation the Mediator/Adjudicator shall proceed to issue a recommendation within 4 weeks of the completion of the adjudication hearing or such further time as might be agreed between parties.

- i) disputes about the admissibility of particular cases shall be decided by the mediator/adjudicator;
- ii) hearings before the Mediators/Adjudicators shall be held in private;
- iii) both parties shall be entitled to representation at their own expense;
- iv) decisions of the Mediator/Adjudicator shall be non-binding but the parties agree that such decisions shall be afforded the status of a Labour Court Recommendation;
- v) the costs of the mediator/adjudicator process shall be borne by the employing authority;
- vi) the HSE Employers Agency shall provide the Secretariat;

e) List of Mediators/Adjudicators

A list of Mediators/Adjudicators has been agreed between the parties as suitable nominees for appointment in any individual case<sup>15</sup>. It shall be for the Secretariat, in conjunction with the parties, to determine the precise Mediator/Adjudicator to be employed in any given case. The Secretariat will

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<sup>15</sup> These are available from the HSE Employers Agency at 63-64, Adelaide Road, Dublin 2, tel: 01 6626966. web: [www.hseea.ie](http://www.hseea.ie)

have due regard in the appointment of Mediators/Adjudicators from the panel to any possible conflict that might arise.

f) **Review**

The parties agree that the Grievance and Disputes procedure shall be reviewed within 2 years of date of implementation i.e. not later than 2010.

However, in the event that difficulties arise concerning individual issues of an urgent nature, then an earlier review may take place in respect of such matters at the election of any of the parties hereto not earlier than the end of June 2009.

**29) Role of Review Body on Higher Remuneration**

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.

### 30) Conflict of Interest / Ethics in Public Office

- a) Each Consultant should refrain from knowingly engaging in any outside matter that might give rise to a conflict of interest.
- b) If in doubt (s)he should consult the relevant Clinical Director / Employer and subject to a right of appeal, any direction given must be followed.

The term 'you' is used in the remainder of this section to refer to the Consultant.

- c) Should you occupy a designated position of employment<sup>16</sup> under the Ethics in Public Office Acts 1995 and 2001, you are required, in accordance with Section 18 of the Ethics in Public Office Act 1995, to prepare and furnish an annual statement of any interests which could materially influence you in the performance of your official functions.
  - by Consultants employed by the Health Service Executive to the Chief Executive Officer Health Service Executive;
  - by Consultants employed by HSE funded agencies to the Chief Executive of the agency;not later than 31<sup>st</sup> January in the following year.
- d) In addition to the annual statement, you must whenever you are performing a function as an employee and you have actual knowledge that you, or a connected person, has a material interest in a matter to which the function relates, provide at the time a statement of the facts of that interest. You should provide such statement to the Chief Executive Officer. The function in question cannot be performed unless there are compelling reasons to do so and, if this is the case, those compelling reasons must be stated in writing and must be provided to the Chief Executive Officer.
- e) Under the Standards in Public Office Act 2001, you must within nine months of the date of your appointment provide the following documents to the Standards in Public Office Commission at 18 Lower Lesson Street, Dublin 2:
  - i. A Statutory Declaration, which has been made by you not more than one month before or after the date of your appointment, attesting to compliance with the tax obligations set out in section 25(1) of the Standards in Public Office Act and declaring that nothing in section 25(2) prevents the issue to you of a tax clearance certificate and either
    - i. a Tax Clearance Certificate issued by the Collector-General not more than 9 months before or after the date of your appointment
    - or**
    - ii. an Application Statement issued by the Collector-General not more than 9 months before or after the date of your appointment.

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<sup>16</sup> Applicable to those employees in public service whose remuneration is not less than the maximum salary of a Principal Officer (General Service Grade) in the Civil Service (i.e. €92,672 with effect from 1 January 2010).



- f) You are required under the Ethics in Public Office Acts 1995 and 2001 to act in accordance with any guidelines or advice published or given by the Standards in Public Office Commission. Guidelines for public servants on compliance with the provisions of the Ethics in Public Office Acts 1995 and 2001 are available on the Standards Commission's website <http://www.sipo.gov.ie/>.

### **31) Review by Employers and Medical Organisations**

The terms and conditions of employment as set out in this contract will be reviewed in 2013 by the representatives of the Employers and the medical organisations.

### **32) Acceptance of Contract**

- a) This Contract, the associated Terms and Conditions and Appendices and terms expressly incorporated by reference or by statute contain the terms of the Consultant's employment with \_\_\_\_\_ (insert name of Employer).
- b) The Consultant confirms his/her agreement to the following declaration by signing below:
- i. I declare that I am not the subject of any investigation by a medical registration or licensing body or authority in any jurisdiction with regard to my medical practice or conduct as a practitioner. I have not been suspended from registration nor had my registration or licence cancelled or revoked by any medical registration or licensing body or authority in any jurisdiction in the last ten years nor am I the subject of any current suspension or any restrictions on practise. Also, I confirm that I am not aware that I am the subject of any criminal investigation by the police in any jurisdiction.
  - ii. I am aware of the qualifications and particulars of this position and I hereby declare that all the particulars furnished by me are true. I hereby declare that to the best of my knowledge there is nothing that would adversely affect the position of trust in which I would be placed by virtue of this appointment.
  - iii. I understand that any false or misleading information submitted by me will render me liable to automatic disqualification or termination of employment if already employed. I understand that this appointment is subject to the receipt of appropriate registration with the Medical Council/Dental Council, satisfactory references, Garda/Police Clearance and Occupational Health clearance.

**Name (Block Capitals):** \_\_\_\_\_

**Signature of Consultant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

- iv. I have read and understood the Medical Council's 'Guide to Ethical Conduct and Behaviour' / Dental Council guidance on ethical conduct and behaviour and any other relevant guidance provided by the relevant Council in relation to ethical or professional conduct. I undertake to apply the relevant Council's ethical and professional conduct guidance to the clinical and professional situations in which I may work.
- v. I have read this document and I hereby accept the post of \_\_\_\_\_ in accordance with the terms and conditions specified and I undertake to commence duty on:

**Name (Block Capitals):** \_\_\_\_\_

**Signature of Consultant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employer (Block Capitals):** \_\_\_\_\_

**Signature on behalf of Employer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Section B – Appendices**

## **Appendix I – HSE Letter of Approval**

Appendix 1 does not apply to this contract  
*(The HSE Letter of Approval is individual to each post and will be inserted at this section of each contract)*

## **Appendix II – Disciplinary Procedure**

### **Guidance Notes**

Guidance notes on the practical operation of this disciplinary procedure are set out below

**These guidelines form part of the Disciplinary Procedure:**

- i. Where it is proposed to bypass stages 1 or 2 of the Procedure in any case not involving an allegation of serious misconduct, the Consultant shall be advised why it is so proposed.**
- ii. With respect to the right to confront one's accuser and to introduce witnesses, dealt with more particularly under Stage 4 and the Appendix to the Procedure, there should be consideration in each case of the most effective manner in which disputed facts might be determined, respecting principles of natural and constitutional justice, the right of a Consultant to his/her good name and the relevant provisions of any Code of Practice issued by the Labour Relations Commission.**
- iii. Review of a decision to continue a Consultant on administrative leave, dealt with more particularly under the heading Protective Measures, should refer specifically to the reason(s) why continuation of the administrative leave is proposed.**
- iv. In any investigation conducted under Stage 4 of the Procedure there should be close scrutiny of all of the evidence in arriving at any decision, having regard to the potentially serious consequences for the Consultant of a finding of misconduct.**
- v. Disciplinary Proceedings should be confidential save where disclosure is required by law. All parties to such proceedings shall be advised that breach of such duty could itself give rise to disciplinary proceedings.**

### **1. Purpose**

The delivery of a high quality health service is dependent on all staff meeting the highest standards of performance and conduct. Where possible, and as appropriate, the Clinical Director /Line Manager or such person(s) as is/are determined by the Employer will deal with individual shortcomings through discussion, counselling and appropriate assistance. The key objective is to assist the Consultant to meet the required standards. If, however, the Consultant continues to fail to meet the required standards then the disciplinary procedure will be invoked.

The principles of natural and constitutional justice apply and the Consultant will be afforded the right of representation at all stages of the disciplinary process.

Where the issue(s) of concern are of a clinical nature, appropriate clinical input will be obtained by the Employer in advance of any steps of the Procedure being undertaken.

Where it is alleged that a Consultant's capability, competence or conduct does not meet the required standards, the matter will be dealt with under the following procedure.

## 2. Scope

This procedure covers all Consultants.

## 3. Procedure in Operation

While the disciplinary procedure will normally be operated on a progressive basis, in cases of apparent serious misconducts stages 1, 2 and 3 of the procedure may be bypassed and in other cases Stage 1 and/or Stage 2 may be bypassed if appropriate.

In each instance where it is intended to invoke the Disciplinary Procedure, the Consultant shall be advised in writing of the specific grounds of the complaint(s) made against him / her and afforded an adequate opportunity to respond before any disciplinary action is imposed.

### Stage 1 Oral Warning

The Consultant will normally be issued with a formal oral warning by the Clinical Director / Line Manager. This shall follow prior notification of the purpose of the meeting at which the Oral Warning may be delivered. The Oral Warning will give details of the precise nature of the matter, the improvements required and the timescale for improvement. S/he will be advised that the Oral Warning constitutes the first stage of the disciplinary procedure and failure to improve within the agreed timescale may result in further disciplinary action under Stage 2 of the disciplinary procedure. A record of the warning will be kept on the Consultant's personnel file and will be removed after six months, subject to satisfactory improvement during this period.

The Consultant will have a right to appeal the Oral Warning to a more senior level of management<sup>17</sup>. Appeals must be made in writing setting out the grounds for appeal within 14 working days of the Consultant being notified of the decision.

### Stage 2 Written Warning

If the Consultant fails to make the necessary improvements, s/he will normally be issued with a formal written warning by the Clinical Director / Line Manager. The written warning will give details of the matter, the improvements required and the timescale for improvement. The Consultant will also be advised that failure to improve within the agreed timescale may result in the issuing of a final written warning under Stage 3 of the disciplinary procedure. The warning will be removed after 9 months, subject to satisfactory improvement during the specified period.

The Consultant will have a right to appeal the written warning to a more senior level of management<sup>17</sup>. Appeals must be made in writing setting out the grounds for appeal within 14 days of the Consultant being informed of the decision.

### Stage 3 Final Written Warning

If the Consultant fails to make the necessary improvements, s/he will normally be issued with a final written warning by the Clinical Director / appropriate Line Manager. The warning will give details of the matter, the improvements required and the timescale for improvement. The Consultant will be advised that failure to improve

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<sup>17</sup> Appeals will be to the [Assistant National Director, Acute Hospitals Division / National Director Mental Health / National Director Social Care](#) / CEO of the HSE-funded Agency, as appropriate.

within the agreed timescale may lead to dismissal or some other sanction short of dismissal under Stage 4 of the disciplinary procedure. The warning will be removed after a specified period, usually 12 months, subject to satisfactory improvement during this period. Where the warning relates to clinical practice there will be a peer review.

The Consultant will have a right to appeal the written warning to a more senior level of management<sup>17</sup>. Appeals must be made in writing setting out the grounds for appeal within 14 days of the Consultant being notified of the decision.

#### Stage 4 Dismissal or Action Short of Dismissal

Failure to meet the required standards of performance/conduct following the issuing of a final written warning will lead to a disciplinary hearing under Stage 4. The decision-maker will be the relevant National Director, HSE or CEO / General Manager in other health agencies. The outcome of the disciplinary hearing may be dismissal or action short of dismissal. The delegation of such a decision should take place only in the most exceptional circumstances.

##### i) Serious Misconduct

The following are some examples of serious misconduct which will be dealt with from the outset under Stage 4:

- Serious negligence / serious dereliction of duties;
- incapacity to perform duties due to being under the influence of alcohol, prescribed drugs or unprescribed medication;
- serious breach of the Employer's policy(ies) on electronic equipment;
- serious bullying, sexual harassment or harassment (This would only arise where a complaint has been upheld following an investigation under the Dignity at Work policy);
- abuse of patients or clients (intellectual disability service users, relatives etc)<sup>18</sup>.

**Note:** The above list is not exhaustive.

##### ii) Capability and Competence

Where possible, as made clear at 'Purpose' above and subject to the relevant provisions of the Medical Practitioners Act 2007, issues of capability and competence (including clinical competence and health) will be resolved through ongoing review and support and, where necessary, through the progressive stages of the Disciplinary Procedure. However, it is acknowledged that there may be exceptional cases where there has been an apparent serious failure on the part of a Consultant to deliver the required standard of care due to some lack capability on his/her part.

In such cases of apparent serious failure, the matter will be investigated and dealt with under this stage. The investigation will include appropriate clinical input.

##### iii) Mechanism for dealing with complaints under i) and ii) above

Complaints under i) and ii) above will be dealt with as follows:

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<sup>18</sup> This would only arise where a complaint has been upheld following an investigation under the Trust in Care policy

#### a) Notifying the Consultant of the allegation

Upon being made aware of any instance of apparent serious misconduct, senior management / the Clinical Director / Line Manager will arrange for the gathering of preliminary facts relating to the issue in order for the precise allegation to be formulated. The Consultant against whom the allegation is made will be advised in writing of the precise details of the allegation and invited to make an initial response. When dealing with the allegation, management will ensure, insofar as possible, that confidentiality is maintained and the Consultant against whom the allegation is made is fully protected throughout the process.

#### b) Protective Measures

Where it appears to the Hospital General Manager/Chief Executive, HSE Hospital Group CEO, Assistant National Director Mental Health / Social Care 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 to 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 this procedure. This investigation should take place with all practicable speed.

Placing the Consultant on paid administrative leave pending the outcome of the investigation will be reserved for only the most exceptional of circumstances. The Chair of the Medical Board or his/her deputy shall be consulted and his or her opinion considered before a decision is taken to place the Consultant on administrative leave. A review of the decision to place the Consultant on administrative leave shall be taken within two weeks of the decision and fortnightly thereafter until the matter is concluded. Where a review is sought by or on behalf of the Consultant, and the grounds for the review are stated, the review should take place immediately (the above two week limit is therefore an outer limit). The Consultant will be advised that the decision to place him/her on administrative leave is a precautionary measure designed to ensure his or her personal safety and well-being / the safety and well-being of patients and staff and not as a disciplinary sanction nor an indication of guilt.

Alternative protective measures may include:

- Providing an appropriate level of additional supervision.
- Amendment or restriction of certain clinical duties.
- Other appropriate action.

The views of the Consultant and his or her response will be taken into consideration when determining the appropriate protective measures to take in the circumstances but the final decision rests with the Hospital General Manager/Chief Executive, HSE Hospital Group CEO, Assistant National Director Mental Health / Social Care or another equivalent person. This would also include the Masters of Maternity Hospitals, Chief Executives/General Managers of Intellectual Disability Agencies and Chief Executives of specific agencies.



### c) Investigation

An investigation will be conducted by person(s) who is/are acceptable to both parties.

The principles governing the conduct of the investigation and the steps in conducting the investigation are set out in Appendix 1.

If the findings of the investigation uphold the allegation of serious misconduct, a disciplinary hearing will be held as at Stage 4. Both the Consultant and the employing authority shall co-operate with the investigation team to ensure that any investigation is conducted as expeditiously as possible.

Investigations should normally be completed within one month of the commencement date. Both parties agree to full co-operation with the investigation process in order to ensure that it can be conducted expeditiously. The timescale may be extended in exceptional circumstances and the Consultant will be advised of the reasons for the proposed extension and given the opportunity to comment.

Where an allegation is not upheld the Consultant is considered to be exonerated.

### d) Disciplinary Hearing

The decision maker will be the relevant National Director, HSE or the Hospital Chief Executive / General Manager as appropriate.

The Consultant will be provided with a copy of the investigation report and all relevant documentation and will be informed of the following in writing in advance of the disciplinary hearing:

- The status of the hearing, i.e. that it is a formal disciplinary hearing under Stage 4 (Dismissal or Action Short of Dismissal) of the Disciplinary Procedure;
- The purpose of the hearing, i.e. to consider representations on the Consultant's behalf and to decide if disciplinary action is appropriate and the nature of the sanction if any;
- The possible outcome of the hearing, i.e., it may result in a decision to terminate his or her employment; and
- The right to be accompanied by a representative or work colleague.

The disciplinary hearing will be conducted as follows:

- The Consultant will be informed of the purpose of the disciplinary hearing, the nature of the allegation and the findings of the investigation.
- The Consultant and his/her representative will have the opportunity to present his/her case in response to the findings of the investigation.
- The disciplinary hearing will allow the Consultant to raise any concerns regarding the investigation process if s/he feels that these concerns were not given due consideration by the investigation team.
- The hearing will be adjourned to allow the decision maker to carefully consider the representations made on the Consultant's behalf.
- The hearing will be reconvened and the Consultant will be advised of the outcome.

The outcome of the disciplinary hearing will be confirmed to the Consultant in writing and copied to his/her representative. The decision may be that the allegation was not upheld, to take no further action, to dismiss the Consultant or to take disciplinary action short of dismissal which may include final written warning, suspension without pay or such other lesser sanction as is deemed appropriate.

The Consultant will be advised of his/her right to appeal the decision.

#### iv) Appeals under Stage 4

##### a) Appeals against Disciplinary Sanctions Short of Dismissal

Appeals against Stage 4 disciplinary sanctions short of dismissal will be heard by an independent adjudicator who is acceptable to the Consultant. The Consultant will be required to submit the grounds for the appeal in writing within 14 days of being notified of the original decision.

##### b) Appeal against Dismissal Decisions

If the outcome of the disciplinary hearing is a decision to dismiss, the Consultant may appeal the decision to a committee of three persons.

The Consultant will be required to submit the grounds for the appeal in writing within 14 days of being notified of the original dismissal decision.

An appeal against dismissal decisions will be heard by a committee comprising persons selected from a nominated panel which has been agreed between the HSE and the Consultant's representative body. Membership of the panel will consist of:

- An Independent Chairperson;
- An Employee representative; and
- An Employer representative.

Membership of the panel will be reviewed every three years.

The Chair will be selected from an agreed panel of appropriately qualified legal practitioners or other appropriate persons that may be agreed between the parties. The Committee will adopt its own procedures and may conduct such enquiries as it deems appropriate.

The Committee will decide whether to confirm or vary the original dismissal decision. If the original decision is confirmed, the Consultant will be removed from the payroll.

##### c) Ad Misericordium Appeal

In the event of an appeal against the decision to dismiss being unsuccessful, the Consultant may make a final "mercy appeal" to the Hospital Chief Executive Officer, HSE, or other appropriate persons in the case of non-HSE agencies. The grounds for this appeal must be submitted in writing within 21 days of the employee being notified of the Committee's decision.

Nothing in this Procedure affects the Consultant's legal rights.

## **Appendix to Disciplinary Procedure - Investigation**

The investigation into allegations of serious misconduct will be carried out in accordance with the following principles:

- The investigation will be conducted as expeditiously as possible and without inordinate delay;
- The investigation will be carried out in strict accordance with the terms of reference and with due respect for the right of the Consultant who is the subject of the allegation to be treated in accordance with the principles of natural justice, including a presumption of innocence;
- Allegations of serious misconduct or allegations that there has been a breach of discipline sufficient to invoke Stage 4 of the Disciplinary Procedure should be made in writing so that there is clarity as to the allegation(s) faced by the Consultant;
- Where an allegation of serious misconduct is denied the facts supporting an allegation must be proved and an opportunity afforded to the Consultant to confront any accuser(s);
- The investigation team will have the necessary expertise to conduct an investigation impartially and expeditiously;
- Confidentiality will be maintained throughout the investigation to the greatest extent possible, consistent with the requirements of a fair investigation. It is not possible, however, to guarantee the anonymity of the complainant or any person who participates in the investigation;
- A written record will be kept of all meetings and treated in the strictest confidence;
- The investigation team may interview any person who they feel can assist with the investigation. All employees are obliged to co-operate fully with the investigation process;
- Employees who participate in the investigation process will be required to respect the privacy of the parties involved by refraining from inappropriately discussing the matter with other work colleagues or persons outside the organisation; and
- It will be considered a disciplinary offence to intimidate or exert pressure, directly or indirectly, on any person who may be required to attend as a witness or to attempt to obstruct the investigation process in any way.

### Steps in conducting the Investigation

- The investigation will be conducted by person(s) nominated by senior management and acceptable to both parties.
- The investigation will be governed by predetermined terms of reference based on the alleged misconduct (which will be set out in writing) and any other matters relevant to the allegation. The terms of reference shall specify the following:
  - The timescale within which the investigation will be completed; and
  - The scope of the investigation.
  - The Consultant against whom the allegation is made will be advised of the right to representation and given copies of all documentation prior to and during the investigation process, e.g.
    - Details of alleged misconduct.
    - Witness statements (if any).
    - Minutes of any interviews held with witnesses.
    - Any other evidence of relevance.
- The investigation team will interview any witnesses and other relevant persons. Confidentiality will be maintained as far as practicable.
- Persons may be required to attend further meetings to respond to new evidence or provide clarification on any of the issues raised.

- The investigation team will form preliminary conclusions based on the evidence gathered in the course of the investigation and invite the Consultant concerned to provide additional information or challenge any aspect of the evidence.

On completion of the investigation, the investigation team will form its final conclusions and submit a written report of its findings to the Hospital General Manager/Chief Executive/ HSE Hospital Group CEO, Assistant National Director Mental Health / Social Care, as appropriate.

- The Consultant against whom the allegation is made will be given a copy of the investigation report.

On completion of the investigation, the investigation team will submit a written report in accordance with its terms of reference. However, no decision regarding disciplinary sanction should be decided upon until the decision maker has held a disciplinary hearing with the Consultant.

## **Appendix III – Clinical Directorate Service Plan**

### **Clinical Directorate Service Plans – Consultant Assignment / Work Schedules**

#### **1. Introduction**

- Provisions for organisation and delivery of services at the front-line at operational level are set out primarily in Directorate Service Plans.
- The Plan is concerned, inter alia, with specifying resources / funding available (including workforce, facilities etc.) and how these are deployed in delivering services. The plan specifies quantity of services to be delivered and quality / outcomes parameters to apply thereto.
- The Consultant is simultaneously the key directorate resource with respect to service delivery and the core decision-maker regarding utilisation of resources of the Directorate and the organisation generally.
- It is accordingly centrally important that the Consultant's contribution at individual level is scheduled into the Directorate Service Plan over designated parameters (i.e. assignments, services etc.)
- This paper sets out high level provisions to apply in the regard. These provisions are likely to develop considerably over time. Further development of these issues will also be required at local level.

#### **2. Directorate Service Plan**

- The Directorate Service Plan is developed and executed at two levels as follows:
  - Corporate level: As part of the overall Service Plan of the organisation. Set at high level. Progressed and reported on quarterly.
  - Directorate level: As part of the operations provisions of the Directorate. Set at directorate level. Developed, progressed and reported on monthly.
- Individual Consultant assignment / work schedules are incorporated as part of the latter.
- Responsibility for development and execution of the Directorate Service Plan lies with the Clinical Director. This is effected with the full participation of Directorate personnel.
- In developing the Directorate Service Plan the Clinical Director, inter alia,

- Quantifies the total resources available to the Directorate for the forthcoming year / month
- Specifies services to be delivered through these resources in quantity and qualitative terms by the Directorate on an annual / monthly basis
- Explores and determines with key Directorate personnel (including Consultants) how to deploy resources in a manner which optimises service delivery, quantity and quality in the context of requirements set out in the Corporate Service Plan
- Determines the monthly assignment / work schedule for Consultants and how each Consultant's commitment will be discharged in achievement of the planned level of service determined for the Directorate.

### **3. Consultant Assignment / Work Schedules**

The Directorate Service Plan incorporates, inter alia, Consultant assignment and work schedules set at both Directorate and personal levels monthly. Sample assignment / work schedule documentation is attached.

### **4. Reporting on Directorate / Consultant Performance against Service Plans**

Reports on Directorate / Consultant performance against targets set in the Service Plan are produced on a monthly basis. Typically, these are provided at the following levels:

- Directorate
- Specialty
- Consultant

Sample outline of a performance report is attached.

### **5. General**

This document addresses Directorate Service Plans at a high framework level. Detailed provisions in this respect will be developed at local level within the parameters set out herein.

# Clinical Directorate Plan

## Consultant Assignment Schedule:

Month: \_\_\_\_\_

Clinical Directorate Work Schedule – Location and Activity									
Service Commitment	Absence / leave	O P D	Ward Rounds / Inpatient care	Theatre / Day Theatre	On-call	Quality & Risk (incl. Audit)	Medical Education Training and Research	Statutory Commitment	CME / CPD (protected time)
Day of month									
1 <sup>st</sup>	Am								
	Pm								
2 <sup>nd</sup>	Am								
	Pm								
3 <sup>rd</sup>	Am								
	Pm								
4 <sup>th</sup>	Am								
	Pm								
5 <sup>th</sup>	Am								
	Pm								
6 <sup>th</sup>	Am								
	Pm								
7 <sup>th</sup>	Am								
	Pm								
8 <sup>th</sup>	Am								
	Pm								
9 <sup>th</sup>	Am								
	Pm								
10 <sup>th</sup>	Am								
	Pm								
11 <sup>th</sup>	Am								
	Pm								
Etc.	Am								
	Pm								

## Consultant Work Schedule – Month

Service Commitment		Absence / leave	O P D	Ward Rounds / Inpatient care	Theatre / Day Theatre	On-call	Quality & Risk (incl. Audit)	Medical Education Training and Research	Statutory Commitment	CME / CPD (protected time)
Day of month										
1 <sup>st</sup>	Am									
	Pm									
2 <sup>nd</sup>	Am									
	Pm									
3 <sup>rd</sup>	Am									
	Pm									
4 <sup>th</sup>	Am									
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	Pm									
6 <sup>th</sup>	Am									
	Pm									
7 <sup>th</sup>	Am									
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8 <sup>th</sup>	Am									
	Pm									
9 <sup>th</sup>	Am									
	Pm									
10 <sup>th</sup>	Am									
	Pm									
11 <sup>th</sup>	Am									
	Pm									
Etc.	Am									
	Pm									



Performance Report – at Directorate, specialty / sub-specialty and Consultant level						
Planned vs. Actual (month)						
Areas of Focus	Planned			Actual		
	Public	Private	Total	Public	Private	Total
<b>In-Patient Measures</b> ..... .....						
<b>Day Patient Measures</b> ..... .....						
<b>Out-Patient Measures</b> ..... .....						
<b>Ed Measures</b> ..... .....						
<b>Other Measures</b> ..... .....						
<b>Quality Performance Indicators</b> <hr/>						
• <b>Corporate</b> ..... .....						
• <b>Management</b> ..... .....						
• <b>Operational</b> ..... .....						
• <b>Clinical (including outcomes)</b> ..... .....						

## **Appendix IV – Clinical Director Appointment and Profile**

### **Appointment of Clinical Directors**

- 1) The post of Clinical Director is an Executive position, appointed by the Employer.
- 2) It is recognised that for an appointee to function effectively as a Clinical Director (s)he would require the general confidence and support of Consultant colleagues and management.
- 3) The normal appointment process for a Clinical Director is as follows:
  - a) Applications are invited in a formal manner from all Consultants in the eligible Consultant grouping
  - b) All applicants are interviewed
  - c) Interview panel to comprise:
    - i) Chair
    - ii) 2 x management / board representatives
    - iii) 2 x Consultant representatives of whom one will be a member of the directorate grouping and the other, a non-directorate grouping member

In the case of academic appointments the interview board will include a Consultant Academic attached to the relevant Academic School.

- 4) In recognition of the importance of securing confidence of all parties in these new provisions, appointment in the first instance will be for two years, made on the following basis:
  - a) Applications are invited in a formal manner from all Consultants in the eligible Consultant grouping.
  - b) The body of Consultants within the Directorate may nominate a candidate agreed by all members of the group for the post to the Employer. In the event of an agreed nomination being secured and submitted in writing, signed by all members of the grouping, the nominee, if acceptable to the Employer, will be appointed to the post.
  - c) In the event that no such agreed candidate emerges, the normal process will apply.

## **Clinical Director Profile**

- 1) A Clinical Director may cover one speciality area or a range of specialities. Each Directorate is headed by a Clinical Director, generally supported by a Nurse Manager and a Business Manager.
- 2) A Clinical Director will be a Medical/Dental Consultant Contract holder of the relevant Clinical Directorate, appointed by the employing authority.
- 3) The primary role of a Clinical Director is to deploy and manage Consultants and other resources, plan how services are delivered, contribute to the process of strategic planning and influence and respond to organisational priorities. This will involve responsibility for agreeing an annual Directorate Service Plan, identifying service development priorities and aligning Directorate Service Plans with Hospital or Network Plans.
- 4) Executive power, authority and accountability for planning and developing services for and managing available resources (direct or indirect) by the Clinical Directorate are delegated from the Employer.
- 5) Clinical Directors report to (in a voluntary hospital or agency: the Chief Executive; under the Health Service Executive: Hospital Manager, the Hospital Network Manager, the Local Health Manager or the Assistant National Director, HSE PCCC Directorate, as appropriate.
- 6) The Clinical Director is accountable for resources used, directly and indirectly, by the Directorate and the transformation of these resource inputs into pre-planned and commensurate levels of service output in line with clinical need and as defined in patient service or other relevant terms and agreed with the Employer.
- 7) Each member of staff in the Directorate has a reporting relationship, through their line manager, to the Clinical Director. Each Consultant reports to the Clinical Director.
- 8) The role of the Clinical Director is exercised within the framework of prevailing corporate policy in areas including clinical assurance and effectiveness, quality assurance, Personnel, Finance, ICT, Estates and subject to budgetary and allocation constraints.
- 9) The principal duties and responsibilities of the Clinical Director include:
  - a) Provision of strategic input and clinical advice;
  - b) Leading the development and execution of a Service Plan for the Directorate.
  - c) Monitoring and controlling actual performance of the Directorate against planned clinical, business and budgetary performance indicators.
  - d) Identifying service development priorities and annual budget bids.
  - e) Implement the clinical audit function within the Directorate.

- f) Developing Practice Plans with individual Consultants and monitoring implementation.
- g) Fostering and implementing teamworking within the Directorate.
- h) Implementing the measures required to meet accreditation requirements
- i) Implementing and compliance with risk management policy and provisions.
- j) Participating in the grievance and disciplinary procedures in line with corporate policy.
- k) Ensure a consistency of approach across the Directorate in relation to application of corporate and ethical standards / clinical protocols in accordance with best practice.
- l) Contributing to effective communications within the Directorate, across the hospital / service and with external stakeholders.
- m) Supporting clinical training and continuing professional development throughout the Directorate.
- n) Fostering a culture of teaching and research within the Directorate.
- o) Participating in the recruitment of permanent, temporary and locum staff as required.
- p) Engaging with Service Users and Representatives and actively include the Service User perspective in Service Management.
- q) Clinical Directors in Psychiatry have specific duties pursuant to the Mental Health Act, 2001.

## **Appendix V – Extracts from Consultants Contract 1997**

### **Sections 2.9.4 to 2.9.7 of the Memorandum of Agreement attached to the Consultants Contract 1997:**

- “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.”

## **Appendix VI – Granting of Sick Leave**

Sick leave is granted to Consultants in line with the provisions of HSE HR Circular 005 of 2014 and the related Department of Health Circular 5/2014.

## **Appendix VII – Correspondence between the parties**

The following correspondence is incorporated into this contract as noted in the preamble:

“Irish Hospital Consultants Association & Irish Medical Organisation

25 July 2008

I write to you in response to your request for written confirmation of our position on the following issues which have arisen during the negotiations on the proposed terms and conditions for a contract for consultants employed in the public health service. This letter now supersedes my earlier letter of 16 May 2008 in this regard.

### **Co-location**

In accordance with Mark Connaughton’s letter of 1st February 2008, discussions will take place on the practical issues arising from co-location, when appropriate.

### **Working Hours**

The normal span of the working day will be between the hours of 8am to 8pm, Monday through Friday (Section 7A of the contract refers). However some scheduled variations outside these hours will be permitted where this is demonstrably in the best interest of patient care.

With respect to local agreements provided for under section 7 (e) any issues which arise around the implementation of this provision will be referred to the Contract Implementation Group.

With respect to the more onerous requirements of the on-call arrangements provided for under the contract and particularly late night working, it is agreed that consideration will be given to the position of older consultants, having regard to the provisions of equality legislation.

### **Flexible Working**

Consultants are eligible to apply for flexible working under the “Health Service Flexible Working Scheme” which is designed to facilitate the retention and recruitment of staff and the maintenance of the workforce at the levels required to deliver and develop services into the future, while seeking to accommodate their work life balance.

### **Membership of Specialist Register**

New appointees to consultant posts must be either eligible for entry in the Register of Medical Specialists maintained by the Medical Council pursuant to the Medical Practitioners Act 1978, or be already entered in that Register. Once the relevant sections of the Medical Practitioners Act 2007 are commenced, new appointees to

consultant posts must be either eligible for registration, or be already registered in the Specialist Division of the register of medical practitioners to be established and maintained by the Medical Council under that Act.

### Letter of Appointment

Letters of appointment will stipulate that contracts to be offered to each individual consultant will be consistent with the nationally agreed contract.

### 1997 Contract Holders – Pension Adjustments

Retired consultants will, in addition to the standard national pay round increases, have special increases applied to their pensions on the same basis as their serving counterparts who opt to remain on the 1997 contract.

### Public Private Ratio – Serving Consultants

Serving consultants whose public to private ratio in 2006 was greater than 20% will be permitted to retain this higher ratio, subject to an overriding maximum ratio of 70:30, and this will endure for the lifetime of the agreement.

### Separation vs. Aggregation of Clinical Activity

While the HSE's position is that the 80:20 ratio should apply to in-patient, day case and out-patient activity (i.e. the same ratio will apply in all cases but will be calculated separately for each type of activity), the Public Private Mix Measurement Group shall consider whether such activities can be aggregated to form a single 80:20 public:private ratio. However, this is subject to the implementation of Clause 20(b) with effect from 1<sup>st</sup> September 2008, in the absence of any agreed alternative measurement arrangement by that date.

### Contract Implementation Committee

A Contract Implementation Committee, comprising representatives of the HSE and the medical organisations, will be established. The Committee will be chaired by Mr Mark Connaughton, SC.

### Deadline Date for Contract Acceptance

Consultants who sign for the new contract by 31<sup>st</sup> August 2008 will benefit from the enhanced pay rates with effect from 1 June 2008. However, consultants who sign up for the new contract between 1<sup>st</sup> September 2008 and 31<sup>st</sup> December 2008 will only benefit from the improved pay rates from the date of sign up.

### Eligibility Regulations

I refer to Section 11.6 (Private Practice) of Mark Connaughton's report of 4<sup>th</sup> October 2007 and again confirm our acceptance of the totality of Mr Connaughton's Report.



## Clinical Indemnity / Scope of Practice Document

I can confirm that the revised Scope of Practice document, which is currently being finalised by the State Claims Agency will, when completed, be appended to the consultant contract.

## Psychiatry/Clinical Directors

The practice whereby Clinical Directors were appointed for up to 7 years and the method associated with such appointment may continue under the new contract. However, it's important to understand that this arrangement is quite separate from the transitional arrangement under the new consultants contract (i.e. 2 year appointments).

## The number of Category 2 / Type B\* / Type C appointments

With reference to the number of Category 2 / Type B\* / Type C appointments, the approach to be adopted will be in line with Mark Connaughton's document of 2<sup>nd</sup> May 2008 in which he expected " an upper limit in the order of approximately 700 appointments of Category 2 / Type B\* / Type C appointments within the system".

## Practice Plans/Service Plans

Consistent with Mark Connaughton's letter dated 2 May 2008, it is agreed that further discussions shall take place on this subject at the Contract Implementation Committee, informed by the general principles already agreed between the parties.

Yours sincerely

A handwritten signature in black ink that reads "Gerard Barry". The signature is written in a cursive style with a large 'G' and a long horizontal stroke.

**Gerard Barry**  
**Chief Executive"**

## **Appendix VIII – Special leave provisions for Consultants in non-HSE employment**

These provisions are in addition to those set out in Section 18 (i).

The Employer may grant leave with pay:

- a) To a Consultant appointed by a Minister of State to be a member of any Commission, Committee of Statutory Board or a Director of a Company to enable him/her to attend meetings of the body in question
- b) To a Consultant invited by the Public Appointments Service, a Government Department, the HSE, or a local or other public authority, to act on a selection board to enable him/her to serve on the Board.
- c) For annual training with the Defence Forces / Reserves for one week. Subsequent leave is without pay.
- d) For up to three days on the serious illness or death of a near relative.
- e) When the Consultant is a candidate for a post, advertised by the Public Appointments Service, a Government Department, the HSE, or a local or other public authority for a maximum of six days with pay in any one year, to enable him/her to appear before such selection board.
- f) To the Consultant for the purpose of attending clinical meetings of societies appropriate to his/her specialty of not more than seven days with pay, in any one year (exclusive of travel time).

## **Appendix IX – Committees to advise HSE on Consultant Applications**

### **Health Service Executive**

### **Consultant Applications Advisory Committee**

#### **Terms of Reference**

<b>Establishment</b>	The Consultant Applications Advisory Committee (CAAC) will be established by the CEO of the HSE.
<b>Purpose</b>	<p>The purpose of the CAAC is to provide independent and objective advice to the HSE on applications for medical Consultants and qualifications for Consultant posts.</p> <p>The CAAC provides a significant opportunity for Consultants to contribute their expertise and professional knowledge to the decision-making process for the development of Consultant services throughout the country.</p>
<b>Membership</b>	<p>Membership will comprise</p> <ul style="list-style-type: none"><li>(i) An independent Chair;</li><li>(ii) Senior HSE planning officials from relevant Directorates (i.e. NHO, PCCC, Population Health, HR and Finance). The METR Unit and the Nursing Services Director will also be represented.</li><li>(iii) Consultant representatives covering the nine relevant medical specialties (anaesthesia, emergency medicine, medicine, pathology, paediatrics, psychiatry, obstetrics &amp; gynaecology, radiology, surgery). These members will be selected by the CEO from a pool comprising the Chairs of the Expert Advisory Groups and proposed nominees of the training bodies such as the Chairpersons and Honorary Secretaries;</li><li>(iv) Patient advocacy groups;</li><li>(v) Voluntary hospital CEO.</li><li>(vi) 2 representatives of each of the Irish Hospital Consultants Association and Irish Medical Organisation</li></ul> <p>Members will be appointed by the CEO. Factors such as gender mix and geographic spread will be taken into account in the selection of members.</p>
<b>Modus Operandi</b>	<p>It is envisaged that the CAAC will meet every 2 months, or more often as required.</p> <p>The members of the CAAC will consider applications (new and replacement) submitted to it which have been processed by the Consultant Appointments Unit. All posts presented to the CAAC will have received</p>

financial clearance from the relevant service Directorate (NHO/PCCC).

The officials of the Consultant Appointments Unit (CAU) will prepare background information on and initial analysis of each application and will present this to the CAAC.

The CAAC will consider each application in the context of information received from the officials of the CAU, published policy, workload statistics, precedent, literature review, professional advice & knowledge, developments in medical education and training, relevant local information, demography, workload statistics and any other relevant advice (e.g. from Expert Advisory Groups).

The CAAC will provide advice in relation to each individual application. Advice could include;

- (i) recommendation to approve the post.
- (ii) recommendation to seek clarification of aspects of the post or aspects of policy not already clarified by the CAU.
- (iii) recommendation to amend the structure, sessional commitment etc.
- (iv) recommendation to refuse approval to the post.

The CAAC will also provide advice to the HSE on the appropriate qualifications for Consultant posts.

Other functions may be assigned by the National Director, Human Resources, following discussion with the Committee.

Advice provided by the CAAC will be forwarded by the Head of the CAU to the National Director, Human Resources, to whom responsibility for the regulation of Consultant posts has been delegated by the CEO of the HSE. The National Director will in turn regulate each post taking into account the advice provided. The recruitment and appointment of Consultants and related staff is approved by the National Employment Monitoring Unit (NEMU) in accordance with the Employment Control Framework approved by the Board of the HSE.

The National Director, Human Resources, provides regular updates to the Board of the HSE on the Consultant posts recommended for approval.

**Executive  
Support**

The CAAC will be supported by the officials of the Consultant Appointments Unit (CAU).

**Term**

The CAAC will be appointed for an initial period of one year.

# **Type C Consultant Posts**

## **Establishment process**

### **1. Introduction**

- The proposal with respect to Type C Consultant posts is set out in the report of the Independent Chairman of the Consultant Contract negotiations – Mark Connaughton SC – dated 4<sup>th</sup> October 2007. The report was fully adopted by the HSE and DoHC.
- The requirement to be more specific with respect to how such posts might be established and be somewhat less rigid in its application than envisaged in the Chairman's report and associated discussion was also recognised.
- This paper sets out, at a high level, the process to be pursued in establishing such posts.

### **2. Establishment process**

#### **2.1 Application process**

- Applications for Consultant posts are generated through the pertinent hospital / network / PCCC agency / area in the prescribed format.
  - The applicant organisation is required to specify its proposed post type (A, B or C) in its related submission.
  - Where a Type C post is recommended, the applicant organisation will be required to satisfy a number of criteria pertinent thereto, which would include but not be limited to the following:
    - A clear indication as to why the post requirements cannot be met through a Type A or B arrangement;
    - A clear demonstration as to the added patient, service and public system benefits and values to be achieved through establishment of the post as a Type C rather than a Type A or B position.

#### **2.2 Decision process**

- The application will be submitted to the HSE Consultant Appointments Unit (CAU) for initial review. This review will be undertaken with input from NHO / PCCC Corporate. Where, following internal review, the CAU considers that the case for a Type C designation is not adequately made, by reference to the specified criteria, the proposal will be returned to the applicant source for further development and resubmission. Where the CAU considers that the proposal meets the specified criteria, the submission will be furnished to a Type C Consultant Committee for consideration and recommendation.

- Recommendations from the Type C Consultant Committee will be forwarded to the CEO of the HSE for approval / final decision.

### **3. Type C Consultant Committee**

- The Committee will be established by the CEO of the HSE.
- Appointments to the Committee will be made by the CEO of the HSE.
- Representation on the Committee will include:
  - Chairperson;
  - HSE Corporate;
  - DoHC;
  - Public voluntary agencies;
  - Members of the public;
  - 1 representative of the Irish Hospital Consultants Association;
  - 1 representative of the Irish Medical Organisation.