

DEPARTMENT OF HEALTH

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| To: | Regional Health Authorities |) | |
| | District Health Authorities |) | for action |
| | Special Health Authorities |) | |
| | Special Hospital Services Authority |) | |
| | The Public Health Laboratory Service |) | for |
| | Regional and District Directors of Public Health |) | information |

May 1990

CONSULTANTS' CONTRACTS AND JOB PLANS

This circular will be reviewed on 1 May 1994 unless notified separately.

SUMMARY

This circular, following the Government's proposals in "Working for Patients" (Cm 555) and Working Paper 7,:

- a. advised Regional Health Authorities (RHAs) on the devolution of the day-to-day management of consultants' contracts to their Districts;
- b. requires all health authorities responsible for the management of consultants' contracts to introduce a system of job plans for all hospital consultants.

ACTION

Regional and District General Managers are requested:

- I. to devolve the day-to-day management of consultants' contracts to District Health Authorities (DHAs), subject to certain functions remaining with the RHA where it is the employing authority (paragraphs 1.4).

Regional, District and SHA General Managers are requested:

- II. starting as soon as is practicable, to ensure that by 1 April 1991 all hospital consultants have job plans setting out their main duties and responsibilities and including a work programme for the 'typical' week (paragraphs 5-15);
- III. to consider, in the course of agreeing job plans, which consultants may be eligible for additional notional half-day(s) (or fractions thereof) in recognition of their significant additional management responsibilities (paragraphs 16-17).

Management of consultants' contracts

1. Where a District Health Authority does not already hold the contracts of the consultants working in the District, the RHA should appoint the DHA as its managing agent in relation to the arrangement of consultants' duties and the day-to-day management of their contracts. This does not require any legislative action and is fully consistent with the terms of consultants' existing contracts, eg the model contract at Annex D of PM(79)11. Such agency arrangements will not be required in the case of teaching Districts and Special Health Authorities, which

already directly employ their hospital consultants and hold their contracts. However, all health authorities are required to follow the guidance in paragraph 4 onwards.

2. Most functions related to the day-to-day management of consultants' contracts should be devolved at least to District level. Examples of such functions include payroll, the organisation of leave (including study leave) and the organisation of locums. RHAs should review all functions affected by this approach and, following consultation with representatives of the profession locally including the Regional Consultants and Specialists Committee, develop action plans for their devolution. Such devolution should take effect as soon as possible.

3. Certain functions will, for legal and other reasons, need to be retained at employing authority level. These include the formal appointment process for a new consultant (including issuing the contract itself) and formal disciplinary matters. Manpower planning functions, including consideration of early retirement proposals, should continue to be carried out by the RHA.

4. Where a consultant provides services for more than one District/SHA, responsibility for the day-to-day management of the various aspects of the contract will rest with the Districts/SHAs concerned. In these circumstances the authority (District or SHA) with the greater proportion of the consultant's contractual commitment should normally have the lead responsibility. Exceptionally, the RHA may take a co-ordinating role in the arrangement of the consultant's duties.

Consultants' job plans

5. In both the White Paper and Working Paper 7, the Government noted the heavy workload which the majority of consultants carry, and the key role which they play in the organisation of the work of hospitals. The arrangement of consultants' work has, of necessity, to be flexible and consultants need to be free to take clinical decisions within the boundaries of accepted professional standards. The Department and the profession have re-affirmed their commitment to the agreements on the consultant contract set out in PM(79)11, which continues to apply. However, for their part, general managers need to have a clear understanding of the work which is being undertaken by consultants and to be in a position to make changes following discussion and agreement with them. Under the recommended form of contract for hospital consultants, the health authority and the consultant are responsible for agreeing the consultant's duties. A job plan (called a 'job description' in Working Paper 7) - and its integral work programme - will henceforth be part of every such contract. The Terms and Conditions of Service of hospital medical and dental staff are amended to reflect this provision.

6. Starting as soon as practicable, health authorities should ensure that, by 1 April 1991, all hospital consultants (whether newly-appointed or already in post and whether whole-time, maximum part-time, part-time or honorary) have job plans agreed with local management for their NHS work. Such job plans should include as a minimum the following elements:

- the main duties and responsibilities of the post, including information on the clinical, teaching, research and administrative elements;
- a work programme, including the fixed commitments of the consultant;
- requirements to participate in medical audit under local arrangements (in the light of relevant Departmental guidance);
- details of out-of-hours responsibilities, including rota commitments;
- budgetary and other management responsibilities, where appropriate.

7. Job plans should include certain general provisions such as that consultants would be expected to observe the policies and procedures of the hospital and/or health authority, drawn up in consultation with the profession where they involve clinical matters, eg admissions procedures.

8. A model outline of a job plan is at [Annex A](#). A model outline of a work programme - which forms part of the overall job plan - is at [Annex B](#).

Job descriptors

9. Where a consultant has a job description drawn up under Annex F of PM(79)11 for the purpose of advertising the post, and the consultant took up that post within the previous 3 years, this may replace part of the job plan as set out at paragraphs 5 and 6 of [Annex A](#). Nevertheless, such a consultant's job plan will have to be supplemented by a work programme including the fixed commitments of the post-holder (see paragraph 12 below). Where the original job description is at least 3 years old, it will be open to the two parties to agree at an annual review either to continue to use the existing job description or to replace it with a full job plan as set out in [Annex A](#).

Drawing up of job plans

10. District or SHA General Managers (or other general managers acting on their behalf) may either (with appropriate medical advice) draw up draft job plans for each consultant or ask consultants to draw up their own, allowing them 3 months to do so. Where a consultant provides services for more than one District/SHA, the general managers concerned shall agree which general manager will have the lead responsibility for the consultant's job plan. This will normally be the general manager in the authority with the greater proportion of the consultant's contractual commitment. Each job plan, including its work programme, shall then be agreed between the general manager and the individual consultant.

11. The assessment of duties should be made in accordance with the new paragraph 30A and the revised paragraph 61 of the Terms and Conditions of Service (see [Annex C](#)). The general manager may seek the advice of the Director of Public Health and make use of any other appropriate source of medical or dental advice (including any relevant College or Faculty guidelines) when drawing up or evaluating a proposed job plan or work programme, in order to facilitate agreement between the consultant and the general manager.

Fixed Commitments

12. For a consultant on a whole-time or maximum part-time contract, between 5 and 7 notional half-days, depending on specialty, should normally be allocated in the work programme to fixed commitments. For consultants on other part-time contracts, including honorary contracts, at least half of the notional half days should normally be allocated to fixed commitments (but see paragraph 13 below). The number of fixed commitments may be varied with the agreement of the consultant and the general manager. A fixed commitment (eg out-patient clinics; operating lists) is a commitment which a consultant must fulfil, except by agreement with local management or in emergency, because otherwise the use of other Health Service resources would be adversely affected.

Honorary contract-holders

13. Health authorities should recognise the particular needs and responsibilities of clinical academic staff. They should be prepared to allow more flexibility in the way in which NHS commitments are fulfilled by members of academic departments, eg where necessary - for the purpose of a research programme, for instance - agreeing temporary variations to the number and timing of any such fixed commitments. The number of fixed commitments to be included

in each job plan should be agreed by the consultant and the general manager in consultation with the Dean or the head of the academic department in the context of the overall service commitments of university staff.

Review of a job plan

14. Each consultant's job plan (including the work programme) is subject to review each year. This annual review should provide an opportunity for the consultant and the general manager to discuss any problems which may have arisen and to settle any changes which need to be made to meet new circumstances or service priorities. It is likely that in many cases job plans will need to be amended only occasionally and even then will be subject to minimal alteration.

Where agreement is not reached

15. Where the consultant and the general manager are unable to reach agreement on the content of the consultant's job plan, either initially or at an annual review, they should follow local procedures which provide for the resolution of grievances or differences relating to an individual practitioner's duties. These procedures culminate in a right of appeal to the employing authority. When an appeal is made in relation to a job plan, the authority should set up an appeal panel in the form described in the new paragraph 30B of the Terms and Conditions of Service ([Annex C](#)).

Consultants' management responsibilities

16. Where a consultant takes on significant additional management responsibilities in one or more of the following roles:

- i. in co-ordinating the development and the operation of medical audit in a hospital or District;
- ii. as a clinical director (or equivalent eg consultant in administrative charge);
- iii. in leadership of the Resource Management initiative;

the health authority, in reviewing the job plan of the consultant, may enter into a contract for up to one temporary additional notional half-day (or fraction thereof) or, where appropriate, up to two temporary additional notional half-days (or fraction thereof), as provided for in paragraph 14 (as amended) of the Terms and Conditions of Service. Alternatively, a consultant who takes on additional clinical duties as a result of a consultant colleague dropping some clinical duties to take on such additional management responsibilities may, instead, qualify for one temporary additional notional half-day (or fraction thereof).

17. General managers of DHAs and SHAs should consider, when drawing up and agreeing job plans, which consultants may qualify for additional notional half-day(s) (or fractions thereof). Regional Health Authorities should monitor the operation of this new arrangements, including recording the numbers agreed, to ensure consistency across the Region. The amendments to paragraph 14 of the Terms and Conditions of Service are shown in [Annex C](#).

NHS Trusts

18. Subject to the passage of the necessary legislation, NHS Trusts will be responsible for arranging the duties of the consultants they employ, whether under existing contractual provisions or under such arrangements as the parties may agree.

Approval

19. The Secretary of State for Health under Regulation 3 of the National Health Service (Remuneration and Conditions of Service) Regulations 1974 (SI 1974 no 296) has approved the changes to the Terms and Conditions of Service attached at Annex C.

20. Enquiries which cannot be dealt with by RHAs should be addressed to:

Mr M Evans
Department of Health
FPS1A2
Room 430
Portland Court
158-176 Great Portland Street
LONDON
W1N 5TB

From:

Family Practitioner Services Division 1A
Portland Court
158-176 Great Portland Street
LONDON
W1N 5TB

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RECOMMENDED OUTLINE FORM OF JOB PLAN FOR CONSULTANTS*

Dr/Mr/Mrs/Miss [insert name]

Preamble

1. Whole-time/maximum part-time/honorary or part-time consultant in [specialty] for [District] Health Authority, based at with duties at [insert other hospitals if applicable]. [Mention special interest if appropriate. For honorary and part-time contracts (other than maximum part-time contracts) state the number of notional half-days. A notional half-day is regarded as the equivalent of a period of three and a half hours.] [Where the consultant works for more than one HA, the general manager responsible is .]

General Provisions

2. You will be expected to work with local managers and professional colleagues in the efficient running of services and will share with consultant colleagues in the medical contribution to management. Subject to the provisions of the Terms and Conditions of Service, you are expected to observe the Unit's agreed policies and procedures, drawn up in consultation with the profession on clinical matters, and to follow the standing orders and financial instructions of the [District] Health Authority. In particular, where you manage employees of the Health Authority, you will be expected to follow the local and national employment and personnel policies and procedures. You will be expected to make sure that there are adequate arrangements for hospital staff involved in the care of your patients to be able to contact you when necessary.

3. All medical and dental staff employed by health authorities are expected to comply with Regional and appropriate District and hospital Health and Safety policies.

4. You have agreed that you have responsibility for the training and supervision of (junior) medical staff who work with you and you will devote time to this activity on a regular basis. If appropriate, you will be named in the contracts of doctors in training grades as the person responsible for overseeing their training and as the initial source of advice to such doctors on their careers.

Resources+

5. [Information should be given of the relevant staff and other resources supporting the consultant:

- the consultants in the specialty;
- other medical/dental staff in the department (eg associate specialist);
- junior staff (grade and number, with mention of rotations);

***NOTE: Sentences or parts thereof covered by [] must be completed by the relevant DHA as appropriate.**

- other relevant staff, eg scientific and technical, nursing;
- secretarial support (and office accommodation);
- budget (if appropriate).]

Duties and responsibilities+

6. [The main duties and responsibilities of the consultant must be listed. These will vary according to specialty and local circumstances but should include:

- i. provision with consultant colleagues of a service in the specialty to the District/hospital(s), with responsibility for the prevention, diagnosis and treatment of illness, and the proper functioning of the department;
- ii. out of hours responsibilities, including rota commitments;
- iii. any requirement agreed for the provision of cover for consultant colleagues' periods of leave;
- iv. professional supervision and management of junior medical staff;
- v. responsibilities for carrying out teaching, examination and accreditation duties as required and for contributing to postgraduate and continuing medical education activity, locally and nationally;
- vi. any responsibilities which relate to a special interest;
- vii. requirements to participate in medical audit and in continuing medical education;
- viii. involvement in research (where appropriate);
- ix. managerial, including budgetary, responsibilities where appropriate;
- x. where it is agreed between the parties, work on behalf of the health authority such as domiciliary consultations, or services provided by the authority for other agencies, eg the prison service. (This excludes work done under a direct arrangement between an individual consultant and a third party eg Category 2 arrangements).]

+NOTE: The information in paragraphs 5 and 6 need not be completed if they are included in the job description of a consultant appointed within the past three years - see paragraph 9 of main Circular.

Work programme

7. [As required under paragraph 30A of the Terms and Conditions of Service, the list of duties must be supported by a work programme, including a weekly time-table of fixed commitments. The programme should include each fixed commitment, indicating the hospital(s) where the commitment will be undertaken. There is no requirement to specify notional half-days allocated to flexible duties, eg administration, in the work programme./ A model outline of a work programme is attached at Annex B.]

Review of the Job Plan

8. This job plan is subject to review once a year by you and the DGM or other general manager on his behalf. For this purpose both you and the general manager should have a copy of the current job plan (and job description if appropriate - see footnote to paragraphs 5 and 6), including an up-to-date work programme, and relevant departmental statistical information (preferably over a 12 month period), together with note(s) - provided by either side - of any new or proposed service or other developments.

9. Local procedures must be followed if it is not possible to agree a job plan, either initially or at an annual review. These procedures culminate in an appeal to the employing authority.

Signed

Signed

Consultant
Date

[District/SHA] General manager
Date

RECOMMENDED OUTLINE WORK PROGRAMME FOR CONSULTANT STAFF

NAME:

SPECIALTY:

CONTRACT:* Whole-time
 Maximum part-time
 Part-time NHDs
 Honorary NHDs
 (* delete as appropriate)

a. WEEKLY TIME-TABLE OF FIXED COMMITMENTS (IE REGULAR SCHEDULED NHS ACTIVITIES IN ACCORDANCE WITH PARAGRAPH 30D OF THE TCS)

| | | Hospital/Location | Type of Work |
|-----------|----|-------------------|--------------|
| Monday | am | | |
| | pm | | |
| Tuesday | am | | |
| | pm | | |
| Wednesday | am | | |
| | pm | | |
| Thursday | am | | |
| | pm | | |
| Friday | am | | |
| | pm | | |
| Weekend | | | |

Note: Only fixed commitments should be included in this time-table.

b. AVERAGE NUMBER OF HOURS SPENT EACH WEEK ON NHS DUTIES

| Type of Duty | Average number of hours |
|---|-------------------------|
| Out-patients | |
| Ward work | |
| Theatre or special procedures | |
| Teaching/Training/Examining/Accreditation | |
| Research | |
| Laboratory/Imaging services | |
| Medical Audit | |
| Management | |
| Committees eg local or national | |
| Administration | |
| Other (please specify) | |
| Travelling time (part-time only) | |

On-call for emergency (Give rota arrangements eg 1:4 and number of sites covered]

Note: Completion of this table does not give rise to a contractual duty to work beyond the actual contractual commitment.

AMENDMENTS TO THE TERMS AND CONDITIONS OF SERVICE

TEMPORARY ADDITIONAL NOTIONAL HALF-DAYS

AMENDMENT TO PARAGRAPH 14 OF THE TERMS AND CONDITIONS OF SERVICE

14a. At the beginning, insert "subject to sub-paragraphs d and e below,".

c. Penultimate line, delete "specifically and" ;;

At end, add "and as provided in sub-paragraphs d and e".

d. (new sub-paragraph) An authority may, at their discretion, enter into a separate contract with a consultant for a temporary additional notional half-day or fraction thereof, or as provided below, for up to two temporary additional notional half days or fraction thereof, where the practitioner has taken on significant management responsibilities which are not part of his normal contractual duties, in the following fields:

- i. in co-ordinating the development and the operation of medical audit in a hospital or district;
- ii. as a clinical director or with equivalent management responsibility;
- iii. in leadership of the Resource Management Initiative.

Where such duties are particularly onerous, the health authority may enter into a contract for up to two temporary additional notional half days (or fraction thereof). Any contract agreed under this sub-paragraph will be agreed as part of the job plan of the consultant, and will take effect from the date of agreement of the job plan. The provisions of sub-paragraph a. above shall also apply.

3. Alternatively, where another consultant is the immediate colleague of a consultant who has taken on such significant management responsibilities as defined in sub-paragraph d. above, and agrees to take on additional work to cover clinical sessions thus relinquished, the health authority may instead enter into a separate contract with that colleague for a temporary additional notional half day or fraction thereof. Where the duties of the consultant who has taken on such management responsibilities are particularly onerous so as to justify two additional notional half-days and the consultant opts to relinquish one clinical session and receive one temporary additional notional half day under sub-paragraph d. above, the health authority may also enter into a separate contract for a temporary additional notional half day or fraction thereof with the immediate colleague who agrees to take on the clinical session thus relinquished. Any contract agreed under this sub-paragraph will be agreed as part of the job plan of the consultant, and will take effect from the date of agreement of the job plan. The provisions of sub-paragraph a. above shall also apply.

CONSULTANTS' JOB PLANS

NEW PARAGRAPHS

30A. A hospital consultant has continuing clinical responsibility for any patient admitted under his or her care. A consultant and the general manager responsible for the management of the consultant's contract shall agree a job plan for the performance of duties under the contract of employment. For the purpose of drawing up a job plan, the authority shall take the following duties into account: out-patient clinics, ward rounds, operating procedures, investigative work, administration, teaching, participation in medical audit, management commitments (for example as clinical director), emergency visits, on-call rota commitments, and so on, including occasional visits to outlying hospitals or other institutions for consultation, diagnosis or operative work. The authority shall also take into account time given, for example, as consultant adviser to the authority on special branches of the service or by way of "pastoral visits" to outlying hospitals.

30B. The job plan will identify the nature and timing of the consultant's fixed commitments. Fixed commitments are to be assessed and worked in notional half-days or fractions thereof, and for a whole-time or maximum part-time consultant shall normally account for between 5 and 7 NHDs, depending on specialty. For consultants on other part-time contracts, including honorary contracts, at least half of the NHDs specified in the contract shall normally be accounted for by fixed commitments. The number of fixed commitments may be varied with the agreement of the consultant and the general manager, taking account of the other components of the job plan. Except in an emergency, the consultant shall fulfil fixed commitments unless the local general manager has agreed otherwise; such agreement is not to be unreasonably withheld. The job plan will be subject to review each year and revisions may be proposed by either the general manager or the consultant, who shall use their best endeavours to reach agreement on any revised job plan. If agreement is not reached and the health authority notifies the consultant of its intention to amend the job plan, the consultant may appeal against the proposed amendment. An appeal in relation to any provision of this paragraph and paragraph 30A above may be made in accordance with paragraph 1.1 only of Section 32 of the General Whitley Council Terms and Conditions of Service. Where an appeal is made in relation to matters governed by this paragraph or paragraph 30A, the employing authority shall establish an appeal panel. The panel will be chaired by the Director of Public Health or a senior medical or dental officer of the authority, and will include a lay member of the authority and a senior officer of the authority. If either party judges that it would be helpful a medical or dental adviser acceptable to each party will be co-opted to the panel. The panel will submit its advice to the authority, which shall then determine the appeal.

PARAGRAPH 61 OF THE TERMS AND CONDITIONS OF SERVICE

61. For part-time practitioners in the grades of consultant, AS, SHMO, SHDO, hospital practitioner and part-time medical or dental officers (paragraph 94 or paragraph 107 appointments), the Authority shall make a general assessment, in terms of notional half-days and fractions thereof, of the average time per week required by an average practitioner in the grade and specialty to perform the duties of the post. A notional half-day is regarded as the equivalent of a period of 3½ hours flexibly worked. In making this assessment, the Authority shall take into account such duties as are set out at paragraph 30A above. They should also take into account time necessarily required in travelling between home or private consulting-room, whichever is the nearer, and the hospital or hospitals served (unless the journey is one which the practitioner would undertake irrespective of his work for the Authority), subject, unless the circumstances warrant exceptional treatment, to a maximum of half an hour each way in respect of journeys to his or her main hospital. There should be excluded from the computation any element of time for committee work other than on behalf of the Authority, and care of private patients under Section 65(2) of the National Health Service Act 1977. There shall also be excluded time required for domiciliary consultations (for which special fees are payable), and any time contracted for, and remunerated separately, under the provisions of paragraph 14. This paragraph shall also be used as the basis for assessing the minimum work commitment of maximum part-time practitioners - see sub-paragraph 15.b.