AMENDMENT TO

THE NATIONAL CONSULTANT CONTRACT

IN WALES

CONTENTS

PREFACE

Welsh Assembly Government, NHS Wales and BMA Cymru Wales (herein after to be referred to as Forum Terms and Conditions Committee (FTCC)) have agreed the following amendments to the regulation of the Consultant Contract in Wales, via the job planning process. These create :

- A basic full time working week of 37½ hours, in line with other NHS staff
- Better definition of the working week
- Organisational clarity through a revised job planning process
- A new salary scale with enhancements and additional increments
- Improved arrangements for on-call remuneration
- New arrangements for clinical commitment and clinical excellence awards
- A commitment to improve flexible working
- A shared commitment to enhance the quality of service for the benefit of patients

These amendments are intended to improve the Consultant working environment, to improve Consultant recruitment and retention, and to facilitate health managers and Consultants to work together to provide a better service for patients in Wales. This is an integral part of the modernisation of NHS Wales.

Any betterment agreed in any of the other UK countries will be reviewed in light of its potential effect on Consultant recruitment and retention in Wales.

These amendments will be kept under review by the FTCC and will be the subject of a first formal overall review by December 2005.

CHAPTER 1

JOB PLANNING

JOB PLANNING

Introduction

1.1 Effective job planning underpins the majority of the amendments to the regulation of the Consultant Contract in Wales.

1.2 In particular, the job planning process is the vehicle for the Consultant and the employer to agree the composition and scheduling of activities into the sessions that comprise the working week, mutual expectations of what is to be achieved through these, and for discussing and agreeing changes on a regular basis.

1.3 The system of mandatory job planning applies to all Consultants, including clinical academics.

1.4 Annual job plan reviews will continue to be separate from but supported by the new appraisal system. Both appraisal and job plan review will be supported by improved information.

1.5 Employers and Consultants will draw up and agree job plans, setting out the Consultant's duties, responsibilities and expected outcomes. After full discussion with the Consultant, decisions will be made as to how and when the duties and responsibilities in the job plan will be delivered, taking into account the Consultant's views on resources and priorities.

1.6 Job plans will set out a Consultant's duties, responsibilities, time commitments and accountability arrangements, including all direct clinical care, supporting professional activities and other NHS responsibilities (including managerial responsibilities). It will be a contractual responsibility to fulfil these elements of the job plan.

1.7 Job plans will set out the agreed service outcomes. These will be expected to reflect different, evolving phases in Consultants' careers, and appropriate continuing professional development requirements. The delivery of outcomes will not be contractually binding, but Consultants will be expected to participate in, and make every reasonable effort to achieve these. Pay progression via commitment awards will be informed by this process.

1.8 Where Consultants work for more than one NHS employer, a lead employer will be designated and an integrated single job plan agreed.

1.9 Where a Consultant disagrees with a job planning decision, there will be an initial referral to the Medical Director (or an appropriate other person if the Medical Director is one of the parties to the initial decision), with provision for subsequent local resolution, or appeal, if required (Paragraphs 1.34 – 1.39).

Principles

1.10 The principles are:

- Mandatory job planning for Consultants.
- Annual job plan review, supported by the agreed appraisal system and by improved information with appropriate external benchmarks.
- There will be joint responsibility to draw up and agree job plans setting out main duties, responsibilities and expected outcomes.
- Job plans to cover all aspects of a Consultant's practice in the NHS including research and teaching.
- Employers are responsible for ensuring Consultants have the facilities, training, development and support needed to deliver agreed commitments.
- Job plans should reflect agreed duties, responsibilities and expected outcomes with an interim job plan review if these change, or need to change significantly during the year.
- Equally explicit recognition of duties, responsibilities and agreed expected outcomes for clinical academics as for other Consultants.

The Job Plan

1.11 The job plan will set out the main duties and responsibilities of the post and the service to be provided for which the Consultant will be accountable.

1.12 This will include, as appropriate

- Direct clinical care duties
- Supporting professional activities
- Additional responsibilities
- Any other agreed external duties
- Any agreed additional sessions

As set out in Chapter 2 – The Working Week.

1.13 Managerial responsibilities -

The job plan will include any management responsibilities, recognising that specific responsibilities and duties will vary between Consultants.

1.14 Accountability arrangements -

The job plan will set out the Consultant's accountability arrangements both professional and managerial within the NHS organisation. Accountability will be :

- managerially typically to the Clinical Director or Medical Director, and, ultimately the Chief Executive; and,

- professionally to the Medical Director, who is accountable to the Chief Executive

The Consultant will comply with the requirements of the GMC's "Good Medical Practice" and/or GDC's "Maintaining Standards".

Time and Service Commitments

1.15 After discussion the employer and Consultant will draw up an agreed timetable specifying the nature and location of all activities in the working week including direct clinical care sessions, supporting professional activities, additional responsibilities, sessions and any other agreed duties.

1.16 A job plan will cover on call and out of hours commitments. Regular predictable commitments arising from on-call responsibilities will be scheduled into sessions. Rota commitments will also be specified.

Outcomes

1.17 Outcomes will set out a mutual understanding of what the Consultant and employer will be seeking to achieve over the next 12 months – based on past experience and reasonable expectations of what might be achievable in future.

1.18 Outcomes may vary according to specialty but the headings under which they could be listed include:

- Activity and safe practice
- Clinical outcomes
- Clinical standards
- Local service requirements
- Management of resources, including efficient use of NHS resources
- Quality of Care

1.19 Outcomes need to be appropriate, identified and agreed. These could include outcomes that may be numerical, and/or the local application of modernisation initiatives.

1.20 Delivery against the job plan may be affected by changes in circumstances or factors outside the control of the individual – all of which will be taken into account at job plan review and considered fully and sensitively in the appraisal process. Consultants will be expected

to work towards the delivery of mutually agreed outcomes set out in the job plan.

1.21 Outcomes should be kept under review, and the Consultant or Employer will be expected to organise an interim job plan review if either believe that outcomes might not be achieved or circumstances may have significantly changed. Employers and Consultants will be expected to identify problems (affecting the likelihood of meeting outcomes) as they emerge, rather than wait until the job plan review.

Job Plan Review

1.22 The job plan will be agreed between the employer and the individual Consultant on appointment to the post and reviewed annually at the job plan review. The job plan review will be supported by the same information that feeds into appraisal, and by the outcome of the appraisal discussion.

Interim job planning reviews will be conducted where duties, responsibilities or outcomes are changed or need to change significantly within the year, or where the time commitment involved breaches the contract hours Trigger Point (Chapter 2, Paragraph 2.26).

1.23 The job plan review will usually be carried out by the same person who undertakes the appraisal, in most cases the Clinical or Medical Director. The job plan review will cover the job content, outcomes, time and service commitments.

1.24 Job plan review will be an opportunity for the employer and the Consultant to address :

- Whether agreed outcomes need to be reviewed
- The adequacy of resources and,
- The need for amendment to time and service commitments

1.25 Following the discussion at the job plan review, the Chief Executive will confirm to the Consultant whether the job plan review is satisfactory, or is unsatisfactory. A satisfactory job plan review will result when a Consultant has :

- Met the time and service commitments in their job plan
- Met the agreed outcomes in their job plan, or – where this is not achieved for reasons beyond the individual Consultants control – has made every reasonable effort to do so
- Participated satisfactorily in annual appraisal, job planning and the setting of outcomes
- Worked towards any changes identified as being necessary to support achievement of the agreed outcomes in the last job plan review

1.26 This will inform decisions on pay progression. Commitment Awards will be paid automatically on satisfactory review, or in the absence of an unsatisfactory job plan review (Chapter 5).

1.27 Job plan reviews for all Consultants will take place within one month of the Consultant's incremental date, unless jointly agreed otherwise.

1.28 It is the employer's responsibility to arrange the job plan review within the relevant timescale, and for the Consultant to co-operate with this. In the absence of a job plan review a satisfactory result will be recorded.

1.29 Unsatisfactory job plan reviews may raise issues that need to be considered via the agreed Disciplinary arrangements.

Links with Appraisal

1.30 Job Planning is linked closely with the agreed appraisal scheme for Consultants, although in some cases the requirement for the appraiser to be on the Medical or Dental Register will mean that they are carried out by different people. Both the appraisal and the job plan review are informed by information on the quality and quantity of the Consultant's work over the previous year. Both processes will involve discussion of service outcomes, and linked personal development plans, including how far these have been met.

1.31 Appraisal is a process to review a Consultant's work and performance, to consolidate and improve on good performance and identify development needs which will be reflected in a personal development plan for the coming year. Appraisal discussion will cover working practices including the role of the individual Consultant in a clinical team, clinical governance responsibilities and continuing professional development as set out in the agreed personal development plan. The job plan will take account of outcomes of that discussion

1.32 Appraisal is also an opportunity to consider the longer-term career development of the Consultant. This will take account of how best to use the acquired skills and experience of a Consultant over their career in terms of benefiting other staff and the service. This will particularly be relevant in the latter stages of a Consultant's career, and will be used to inform discussions on the Consultant's time and service commitments during the job planning review, including the balance between direct clinical care and supporting professional activities sessions.

1.33 In addition, this will recognise that a Consultant's pattern of work may well change over the years. To facilitate this process, the Medical Director will arrange an interview in the Consultants mid 50's, or other appropriate time, during which the possible options are explored. These may include continuing with a mainly clinical commitment, or

replacing this with some management or teaching activity, or altering the nature of the Consultants clinical work. Any changes will be subject to the exigencies of the service.

Agreeing the Job Plan and Appeals

1.34 If it is not possible to agree a job plan, either initially or at an annual review, this matter will be referred to the Medical Director (or an appropriate other person if the Medical Director is one of the parties to the initial discussion).

1.35 The Medical Director will, either personally, or with the Chief Executive, seek to resolve any outstanding issues informally with the parties involved. This is expected to be the way in which the vast majority of such issues will be resolved.

1.36 In the exceptional circumstances when any outstanding issue cannot be resolved informally, the Medical Director will consult with the Chief Executive prior to confirming in writing to the Consultant and their Clinical Director (or equivalent) that this is the case, and instigate a local appeals panel to reach a final resolution of the matter.

1.37 The local appeals panel will comprise :

One representative nominated by the Consultant, and one representative nominated by the Trust Chief Executive. These representatives shall be from a panel nominated by BMA Cymru Wales and Trust HR Directors who have been approved as trained in conciliation techniques.

1.38 The panel will be expected to hear the appeal following the format of the employer's normal grievance procedure, and reach a decision which will be binding on both parties.

Representatives will not act in a legal capacity.

1.39 In exceptional circumstances where a decision cannot be agreed, a second panel would be constituted with alternative representatives as set out in Paragraph 1.37.

Clinical Academics

1.40 NHS Trusts in Wales will work with Universities to agree the commitments with those on honorary contracts, and build a job plan accordingly.

Job plans for Clinical Academics will recognise that their role encompasses their responsibilities for teaching, research and the associated medical services (Chapter 8).

CHAPTER 2

THE WORKING WEEK

WORKING WEEK

Introduction

2.1 The new system for organising a Consultant's working week is described below.

2.2 The working week for a full-time Consultant will comprise 10 sessions with a timetabled value of three to four hours each. After discussions with Trust management (see job planning above), these sessions will be programmed in appropriate blocks of time to average a 37.5 hour week,

2.3 There will be flexibility for the precise length of individual sessions, though regular and significant differences between timetabled hours and hours worked should be addressed through the mechanism of the job plan review.

2.4 Work in evenings or weekends will only be undertaken with the voluntary agreement of the Consultant and the employer.

2.5 For a full time Consultant, there will typically be 7 sessions for 'direct clinical care' and 3 for 'supporting professional activities' (Paragraphs 2.20 and 2.21 below). Variations will need to be agreed by the employer and the Consultant at the job planning review.

Further consideration will be given to:

- 'Additional NHS responsibilities' that may be substituted for other work or remunerated separately

- 'other duties' – external work that can be included in the working week with the employer's agreement.

2.6 There will be scope for local variation to take account of individual circumstances and service needs. For example; management, teaching, research and development.

2.7 There will be scope for flexible working.

2.8 With the employer's and Consultant's agreement, specified **additional NHS responsibilities**, for instance additional work undertaken by clinical governance leads, Caldicott Guardians or Clinical Audit leads, may be included in the working week.

The employer and the Consultant will work together to manage such additional NHS responsibilities.

These responsibilities will be substituted for other activities or remunerated separately by agreement between the Consultant and the employer.

2.9 Certain **other external duties**, for example inspections for CHI or trade union duties, or duties in connection with professional healthcare organisations, may also be included in the working week by explicit agreement between Consultant and employer. The employer and the Consultant will work together to manage such external duties. Where carrying out other duties might affect the performance of direct clinical care duties, a revised programme of activities should be agreed as far in advance as possible.

2.10 Fee paying work including Category 2 (such as for government departments and additional work for NHS organisations) should not attract double payment.

However, it may be carried out with the professional fee retained by the Consultant in the following circumstances, which will be agreed in the job plan review :-

1. When carried out in the Consultants uncontracted time or in annual or unpaid leave.

2. Where it is agreed the work involves minimal disruption to contracted NHS time. This may be particularly relevant in circumstances such as the undertaking of the occasional post-mortem examination for the Coroner's office. This will be considered as part of the job plan review.

3. Where such work constitutes a significant element of time, Consultants will identify this in the job planning process, and identify 37½ hours of time provided to the NHS apart from this work.

If none of the above circumstances apply and the work is carried out within NHS sessions with no compensatory time provided elsewhere, the professional fee is remitted to the employer.

Otherwise provision as set out in Terms & Conditions, Paragraphs 30 to 39.

2.11 Domiciliary visits as defined in Section 140 of Terms & Conditions, and Family Planning fees will attract a fee when undertaken outside NHS sessions.

Where it is agreed there is minimal disruption in undertaking this work during contractual time, the practitioner will retain the fee.

2.12 Sessions of “supporting professional activities” – mutually agreed at the job planning review, may be scheduled across the week such that up to one session of contractual commitment may take place outside the normal working hours leaving a similar period free in which there is no contractual commitment during normal working hours.

Supporting professional activities sessions will be exclusively devoted to NHS work. The location(s) of this will be discussed and agreed at the job planning review.

This will recognise the normal good practices for flexible working arrangements available to all NHS staff (Chapter 10 - Equal Opportunities).

2.13 For full time Consultants travelling time between their main place of work and home or private practice premises will not be regarded as part of those sessions. Travelling from main base to other NHS sites, travel to and from work for other NHS emergencies, and ‘excess travel’ will count as working time.

‘Excess travel’ is defined as time spent travelling between home and a working site other than the Consultant’s main place of work, after deducting the time normally spent travelling between home and main place of work. Employers and Consultants may need to agree arrangements for dealing with more complex working days.

2.14 The contract will allow for **additional sessions** to be contracted separately up to and above the maximum permitted under the Working Time Regulations where agreed between employer and Consultant.

Principles

2.15 Structure of the working week should:

- Set clear levels of accountability and contractual commitments, alongside reasonable expectations of professional flexibility
- Recognise different patterns of work intensity, including emergency work
- Allow for flexible working patterns to facilitate the modernisation agenda.

Working Week

2.16 Welsh Assembly Government, NHS Wales and BMA Cymru Wales agree that the contract should not involve any element of clocking on and off and overtime payments will not be available. It is also recognised that there should be scope for variation, up and down, in

the length of individual sessions from week to week around the average assessment set out in the job plan

2.17 The working week will be expressed in terms of sessions which for a full time Consultant will be 10.

2.18 Each session will typically be of between 3 – 4 hours duration.

2.19 The total normal hours in the working week will be 37½ hours.

2.20 **Direct clinical care** covers:

i) Emergency duties (including emergency work carried out during or arising from on-call).
ii) Operating sessions including pre and post-operative care.
iii) Ward rounds.
iv) Out-patient clinics.
v) Clinical diagnostic work
vi) Other patient treatment
vii) Public health duties
viii) Multi-disciplinary meetings about direct patient care
ix) Administration directly related to patient care (e.g. Referrals, notes)

2.21 **Supporting professional activities** cover a number of activities which underpin direct clinical care, including:

i) Training
ii) Continuing professional development
iii) Teaching
iv) Audit
v) Job Planning
vi) Appraisal
vii) Research
viii) Clinical Management
ix) Local clinical governance activities

2.22 Regular and significant differences between a Consultant's timetabled hours and the hours actually worked will need to be discussed as part of job plan reviews either at the planned annual review or an interim job plan review

Flexibility

2.23 The contract will allow, by agreement between Consultants and employers, for flexible timetabling of commitments over a period. Flexible timetabling could help meet varying service needs by allowing adjustment to working patterns at different times of year.

It could, in some cases, fit with the need for teaching and research requirements. Examples could include:

- Offering the flexibility for a Consultant to focus on an intensive research project for part of the year or to alternate clinical and teaching duties across the year;

- Term time working

- Consultant of the week arrangements

2.24 When arranging flexible timetables, the contract as a whole will be expressed in terms of the annual equivalent of the working week.

By agreement between the Consultant and the employer, the job plan will specify variations in the level and distribution of sessions within the overall annual total. A Consultant could thus work more or less than the standard number of sessions in particular weeks.

2.25 Any variations in the length of the working week will need to be considered within the provisions of the Working Time Directive.

2.26 It is recognised that Consultants may be undertaking more or less hours than the normal 37.5 hours in the week. Job planning review will be triggered if Consultants regularly work one session more (or less than) these hours each week on average. There will be no increase or decrease in remuneration until the job plan review is triggered by either party. In this event, the provisions of Paragraphs 2.27 – 2.31 below (Unrecognised Additional Work) will apply.

Unrecognised Additional Work

2.27 Where it is identified, through the job planning process, that a Consultant is undertaking a session or more a week of additional or pro rata for part-time work on a regular basis, in excess of their contracted hours, and not arising at the request of the employer, then the employer can request that such work be continued as additional sessions for the relevant period of time in excess of the contracted sessions, or discontinued as required.

2.28 These additional sessions will be voluntary, and can be ended at the request of either the Consultant or the employer, with reasonable notice.

2.29 They may be undertaken during the working week in uncontracted time within an agreed overall annual total.

2.30 Such sessions will be paid initially at plain time rates, then at a premium rate of 1.25 after 24 months, and subsequently at a higher premium rate of 1.5 after 48 months.

2.31 There will be an expectation that such work will be eliminated or undertaken in other ways over a period of time.

Planned Additional Sessions

2.32 Consultants may be requested by their employer to carry out additional sessions from time to time in excess of their contracted sessions.

2.33 These additional sessions will be voluntary.

2.34 They may be undertaken during the working week in uncontracted time within an agreed overall annual total.

2.35 Remuneration for such work will be locally negotiated between the employer and the Consultant.

Waiting List Initiative Sessions

2.36 Waiting List Initiatives work may be requested by the employer to be carried out in addition to the Consultant's contracted sessions.

2.37 These additional sessions will be voluntary.

2.38 Such sessions may be undertaken in uncontracted time.

2.39 Remuneration for such work will be at the rate set out in the Annexwhen carried out on Trust premises. All aspects of such work will be taken into account in calculating such sessions, e.g. time taken to see patients pre and post operatively.

Additional responsibilities

2.40 Some Consultants have additional responsibilities agreed with their employer which cannot reasonably be absorbed within the time available for supporting activities. These will be substituted for other work or remunerated separately by agreement between the employer and the Consultant. Such responsibilities could include those of:

- Caldicott guardians
- Clinical audit leads
- Clinical governance leads
- Undergraduate and postgraduate deans, clinical tutors, regional education advisor
- Regular teaching and research commitments over and above the norm, and not otherwise remunerated
- Professional representational roles

2.41 Responsibilities of Medical Directors, clinical directors and lead clinicians will be reflected by substitution or additional remuneration agreed locally.

Other duties

2.42 Certain other external duties, including work for other NHS organisations, might be specified as within the working week by explicit agreement between Consultant and employer based on a clear understanding of the sessions that will be fulfilled.

Such duties, all of which must be explicitly agreed in advance, and may involve a rearrangement of clinical activities, could include:

- Trade union duties
- Acting as an external member of an Advisory Appointments Committee
- Undertaking assessments for the NCAA
- Reasonable quantities of work for the Royal Colleges in the interests of the wider NHS
- Specified work for the General Medical Council
- Undertaking inspections for the Commission for Health Improvement or other health regulatory bodies

2.43 For any other professional activities which are not covered in the job plan, depending on the nature of the duties, paid professional leave or unpaid leave may be available.

2.44 Study leave, with pay and expenses will be granted regularly. Employers may, at their discretion, grant further study leave above the limit as set out in Paragraph 252 of Terms and Conditions of Service, with or without pay. Otherwise, time taken out of the working week for such commitments will be treated as annual leave

2.45 All Consultants will be eligible to apply for sabbatical leave (Chapter 14, Paragraphs 14.5 – 14.9).

2.46 All time taken out of the agreed working week (annual leave, professional or study leave) will have to be agreed in advance, where possible with at least six weeks notice. Paragraph 215 Terms and Conditions will continue to apply.

Clinical Academics

The above arrangements will apply to Clinical Academics employed by, or working under, an honorary contract with NHS Wales, except as set out in Chapter 8.

CHAPTER 3

ON CALL AND EMERGENCY WORK

ON CALL / EMERGENCY WORK

3.1 All emergency work that takes place at regular and predictable times (e.g. post-take ward rounds) will be programmed into the working week on a prospective basis and count towards a Consultant's sessions. Less predictable emergency work will be handled, as now, through on-call arrangements. The arrangements for recognising work arising from on-call duties are described below.

Availability and Emergency Work

3.2 In cases where there is a very rare need for a Consultant to be called outside the time-tabled working week, employers and Consultants will review the need for on-call arrangements.

3.3 Consultants will be required to be contactable throughout the on-call period.

3.4 As a principle work actually carried out when a Consultant is on call and required to work will be recognised and remunerated.

3.5 The first three hours of work done during on call periods per week – averaged over a six month period – unless specifically agreed otherwise will attract one direct clinical care session of time within the working week. Where this averages less than three hours, this will attract the appropriate proportion of a session of time.

3.6 The existing out of hours intensity banding will continue to apply at new enhanced rates as set out in the Annex.

3.7 Consultants will not normally be resident on call.

3.8 In exceptional circumstances where the Consultant is requested and agrees to be immediately available, i.e. 'resident on call', this will be remunerated at three times the sessional payment at Point 6 of the Consultant salary scale, excluding commitment awards and Clinical Excellence awards. In such circumstances, there will be an agreed compensatory rest period the following day.

For these purposes, a session will comprise four hours and apply between 5pm and 9am weekdays and across weekends.

3.9 If such situations occur persistently, the employer will need to review options, with the appropriate Clinicians, to find an alternative arrangement.

Other emergency re-calls

3.10 Consultants not on an on-call rota may be asked to return to site occasionally for emergencies but are not required to be available for

such eventualities. Emergency work arising in this way should be compensated through a reduction in other sessional activities on an ad hoc basis.

Where emergency recalls of this kind become frequent (eg more than 6 times per year), employers should review the need to introduce an on-call rota.

Reviewing frequent on-call rotas

3.11 Welsh Assembly Government, NHS Wales and BMA Cymru Wales are committed to working with the medical profession to eliminate unnecessary on-call responsibilities and to minimise the number of Consultants on the most frequent rotas (1 in 1 to 1 in 4).

3.12 In conjunction with implementation of these amendments, NHS Trusts in Wales will be asked to identify the reasons for high frequency rotas and produce action plans for reducing, and where possible, eliminating such rotas.

3.13 Where Consultants have onerous out of hours duties, the job plan review will be used to ensure that there is adequate flexibility to provide compensatory rest.

3.14 The European Working Time Regulations will apply and be implemented.

3.15 The FTCC will continually review out of hours payments, and this will form part of the formal review, the first of which will take place by December 2005, and at dates to be agreed thereafter. This will address options for compensation including financial remuneration where appropriate.

CHAPTER 4

PAY AND PAY PROGRESSION

PAY AND PAY PROGRESSION

Principles

4.1 The system of pay progression for Consultants will:

- ensure fairness and consistency
- reward sustained good performance
- reward long-term commitment to the NHS
- facilitate better career development for Consultants
- ensure minimum duplication and bureaucracy for employers and Consultants
- will encourage modernisation and innovation in NHS Wales

Summary

4.2 Under the new pay arrangements –

- there will be a higher starting salary;
- there will be two additional incremental Points on top of the salary scale to allow for automatic progression to a higher maximum basic salary;
- there will, in addition, be 8 commitment awards, occurring at three-yearly intervals for all Consultants, awarded automatically on satisfactory job plan review or in the absence of an unsatisfactory job plan review (Chapter 5);
- there will also be an England and Wales Clinical Excellence Awards scheme (Chapter 5);
- existing Consultants will progress through commitment awards on the same basis as new Consultants, but with quicker progression on satisfactory review or in the absence of an unsatisfactory job plan review for more senior Consultants (as set out in Chapter 12 - Transitional Arrangements).

4.3 The new payscale is set out in the Annex.

CHAPTER 5

COMMITMENT & CLINICAL EXCELLENCE AWARDS

COMMITMENT & CLINICAL EXCELLENCE AWARDS

5.1 In Wales, new Commitment and Clinical Excellence Awards Schemes, will replace the existing discretionary Points and distinction awards.

Principles

5.2 The new Awards scheme will:

- be transparent, fair and based on clear evidence;
- be open and accessible to all Consultants;
- better reward those Consultants who continue to contribute effectively to service delivery and patient care on a sustained basis, and those who contribute most to the NHS, recognising their contribution to innovation and modernising the service;
- support the practical application of skills and knowledge (including teaching and research) for the benefit of patients;
- be related to a satisfactory appraisal and job plan review;
- allow Clinical Excellence awards to be reviewed regularly;
- ensure fair distribution between academic and non-academic award holders.
- recognise innovation and modernisation

5.3 The scheme will comprise:-

(i) a regular progression of **commitment awards** available to all Consultants throughout their career once they have reached the top of their incremental scale, who have demonstrated their commitment to the service by satisfactory Job Plan Review or by the absence of unsatisfactory job plan reviews; and,

(ii) a number of Clinical Excellence awards available to those Consultants who have made outstanding contributions to the development of the service and/or the greatest levels of achievement in research and/or teaching whether locally, nationally, UK-wide or internationally.

Commitment Awards

5.4 All Consultants will be eligible for a Commitment Award once they have completed three years service after reaching Point 6 on the Consultant Pay Scale, and then at three-yearly intervals after they have received

their previous Commitment Award, until they have achieved the eight Commitment Award levels available under the scheme.

5.5 It is anticipated that the overwhelming majority of Consultants will achieve Commitment Awards on a regular basis.

5.6 The appropriate Commitment Award will be paid automatically in the absence of an unsatisfactory annual job plan review over the required period.

5.7 The aim is to help the Consultant achieve satisfactory outcomes for the benefit of the service. Therefore, any potential obstacles to achieving satisfactory outcomes must be raised and discussed between the Consultant and their employer as soon as these become apparent, and not be delayed until the next planned review. This is to enable any remedial action to be taken and avoid an unsatisfactory job plan review wherever possible.

5.8 In the rare event of an unsatisfactory job plan review, the employer will give details of the reasons for such a result, in writing, record whatever remedial action is agreed, and give a defined timetable for its completion. If such agreement is not reached, there will be recourse to the appeal process (Chapter 1, Paragraphs 1.34 – 1.39).

An interim job plan review will be arranged no longer than 6 months following the unsatisfactory job plan review.

5.9 If the Consultant has remedied the situation, a satisfactory job plan review will be recorded as usual.

If the interim job plan review is also unsatisfactory, the Consultant will receive a formal letter outlining the reasons for deferring their commitment award for the period of one year. This deferment will also be subject to a right of appeal as agreed (Chapter 1, Paragraphs 1.34 – 1.39). Deferment may continue in subsequent years if agreed corrective action has not been completed at the next scheduled job plan review.

5.10 Each level of Commitment Award is worth an amount per annum, which is permanent, superannuable and is set out in the Annex.

Clinical Excellence Awards

5.11 There will be a national Clinical Excellence Award scheme for England and Wales. All awards will be governed by a common rationale and objectives with the criteria and eligibility for awards set nationally in line with current England and Wales arrangements, unless otherwise amended.

There will be a standard nomination form for all levels of award, which will contain details of the current level of award and the level of award for which the Consultant is being considered.

5.12 The new advisory committee on Clinical Excellence Awards (ACCEA)) will make these awards, and will publish an annual report, which will include information on the distribution of higher awards.

5.13 Consultants who have at least one years' experience at consultant level will be eligible for Clinical Excellence awards. Criteria will be developed to ensure that Consultants whose duties are not primarily concentrated on front line care, e.g. clinical academic and public health doctors, are able to receive Clinical Excellence awards based on their overall contribution to the NHS. Consultants at age 55 will be invited to apply for a higher award on the basis of their local contribution, subject to sustained levels of excellence locally. Consultants delivering a wholly local contribution will be eligible to progress to the top level of Clinical Excellence awards.

5.14 There will be four levels of Clinical Excellence Award worth an accumulative amount per annum, as set out in the Annex. i.e. once the first level of Clinical Excellence Award is made, this replaces any Commitment Awards previously made to the Consultant and higher Clinical Excellence Awards replace any existing Clinical Excellence Award the Consultant is then receiving.

5.15 The CEAC will, subject to the application of strict guidelines, be permitted to make a higher level Clinical Excellence Award to a Consultant without the need for the Consultant either to have been previously awarded any lower level Clinical Excellence Awards, or to have been in receipt of any commitment awards.

5.16 All levels of award will be paid in addition to a Consultants' basic salaries :

- Higher awards will subsume the value of any clinical excellence award held previously.
- Awards will be paid on a pro rata basis to part-time staff
- Awards will be uprated, subject to the recommendations of the Doctors and Dentists Pay Review Body

5.17 Consultants with existing discretionary Points or distinction awards will retain these awards and will be eligible to apply for further awards under the new scheme in the normal way. Each existing discretionary Point will be converted into a commitment award and each existing distinction award will be protected without loss or detriment.

CHAPTER 6

DISCIPLINARY ARRANGEMENTS

DISCIPLINARY ARRANGEMENTS

The Disciplinary Arrangements for Medical and Dental Staff in Wales are the subject of continuing negotiations.

In the meantime, existing procedures and circulars will apply.

CHAPTER 7

MODERNISATION & INNOVATION

MODERNISATION AND INNOVATION

7.1 Welsh Assembly Government, NHS Wales and BMA Cymru Wales confirm their commitment to work together to ensure the best services possible for patients through a modern patient-centred service

7.2 In line with “Good Medical Practice” and “Maintaining Standards”, individual Consultants will work with their employer to :-

- continue to identify appropriate ways of better organising and delivering their service to reflect the patient experience locally and best practices elsewhere;

- continue to adapt their clinical practice to reflect emerging best practice and professional standards;

- contribute to both the planning and implementation of changes in the wider organisation and delivery of services to reflect the appropriate balance between, e.g.:

    - primary, secondary and tertiary care

    - inpatient, day case and outpatient care

    - care provided in the patient’s home, in a community or a hospital setting

    - the use of new technology to facilitate better diagnosis, treatment and communication with patients and other care providers, and to use resources efficiently and effectively;

- contribute to and, as appropriate, lead the development of new skills amongst other healthcare staff or service providers – within appropriate professional standards and guidance – to the benefit of patients and patient care delivery.

- endeavour to work with clinical and other colleagues to enhance relationships to further these aims, eg through team working.

7.3 BMA Cymru Wales has produced the following, ‘Consultants leading the Modernisation Agenda for Wales’, which sets out further guidance on practical examples of modernisation.

CONSULTANTS LEADING THE MODERNISATION AGENDA FOR WALES

Changes in medical science occur at a breath taking pace, yet many of today's innovations and certainties will be redundant or revised in a few years time. The provision of Health services also has to change rapidly to accommodate new treatments, patients' expectations, the current medico-legal and political environment, and the way in which doctors work.

Consultants in the NHS in Wales are at the forefront in adapting to changed circumstances, finding innovative solutions to intractable problems and often changing their practice radically to adapt to new methods of working to improve patient care. Ten doctors from Wales were identified in a recent BMA publication, "Pioneers in patient care : Consultants leading change", and there are examples of outstanding practice throughout Wales.

The Welsh Consultants and Specialists Committee (WCSC) proposes an "NHS Wales Service Innovation Board". This group would be led by clinicians who enjoy the respect of their colleagues and with a track record of research and innovation. The group would be tasked to identify areas of best practice and evaluate innovations, using evidence-based tools, then disseminate the best ideas and practice across Wales. The process would need to be continually audited to demonstrate clear evidence of patient and service benefit, and would require political support and funding.

AREAS OF DEVELOPMENT

Coping with Demand

The annual winter bed crisis and overwhelmed casualty departments are the first port of call for journalists looking for a health story.

Some casualty departments have provided innovative solutions to circumvent the current lack of capacity in the system which include –

- Triage at the front door by a Consultant and senior nurse, who allocate patients either to minor injuries where they are seen and treated by a nurse practitioner, or to major injuries, where they are seen and managed appropriately by a senior doctor.

- Nurse practitioners are able to order radiology and pathology investigations, saving time.

- Walk in centres at smaller hospitals, where nurse practitioners can manage minor conditions.

- A "see and treat" policy, which reduces the amount of time spent by patients in the casualty department before being admitted or discharged.

- Ambulatory Care centres at larger hospitals catering for full day surgery lists.

Shortage of Doctors

Most specialties are having to adapt to the reduction in junior doctors hours and the increased amount of training required by SHO's and SpR's. Solutions include –

- Consultants training nurse practitioners and other health professionals to take on practical procedures, usually [performed by doctors, e.g. endoscopies in gastro-enterology, ultrasound examinations in radiology, microscopic management of discharging ears in ENT and chronic disease management in diabetes, rheumatology and asthma.

- More imaginative use of the Staff and Associate Specialist Grade specialists to take on more challenging tasks.

- Many senior doctors now work in teams with other professionals who provide semi autonomous clinical care. Physiotherapists will now see and treat back pain and sports injuries, speech therapists assess and treat stroke patients, voice disorders and dysphagia. Audiological scientists assess and treat vertiginous patients. Senior psychiatric nurses and psychologists can do much of the work previously done by psychiatrists freeing Consultants to tackle increasing medico-legal responsibilities.

- Nurse practitioners also have a role in training medical students and junior medical staff in specialised areas in addition to improving the practical training of nurses on the wards and supporting primary care.

Changing the delivery of local services

The increased complexity of managing many conditions, and reduced numbers of junior medical staff able to provide round the clock care will mean the redesign of services across Wales. This process is more likely to be successful if lead by clinicians with local ownership in contrast to a top down imposed political "solution".

Solutions which Consultants have already devised to overcome these difficulties include:-

- Innovative cross cover arrangements

- Improved use of IT and telemedicine to access expert advice from a regional centre

- Local networking to ensure that specialist care is provided to large geographical areas

- Good relationships with regional referral centres to allow patients to be treated locally (hub and spoke approach)

- Imaginative shared care arrangements for community patients.

Research and Development

All Consultants are trained in research methods and possess scientific curiosity, but often lack the time and support to pursue their ideas. Any individual involved in research and innovation is more likely to be receptive to new ideas and modernisation, more likely to challenge out dated methods of practice and to be using cost effective, evidence based best practice to improve patient care.

Necessity is often referred to as the mother of invention. There are many examples of Consultants in Wales who have developed new treatments, new instruments or new ways of working. Very often these individuals are relatively unsupported, as research grants and the research and development machinery are now increasingly geared to large institutions or multi centre cancer trials. Small but useful innovations need to be able to be implemented quickly, and with the minimum of formality.

We would suggest re-invigorating the small grant scheme in Wales, where a clinician would have to go through a minimum of bureaucracy to start a project. In addition, a “Welsh innovator” award would further help to foster grass roots ideas.

User Involvement

The public, quite rightly, wants a greater say in how services are planned and managed. Clinicians in mental health services have begun to lead the way around Wales :

- Numerous small projects allow patients, carers and voluntary organisations to design services around their needs with the advice and support of professionals.

- The evidence base is expanding with patients being encouraged to suggest research into issues which matter to them.

- Expert patients are encouraged to help themselves and others to actively manage their own illness alongside the professionals.

New ways of working

Partnerships are starting to develop where the particular knowledge and enthusiasm of voluntary organisations is matched with supervision from clinicians and other professionals to provide the best use of a variety of local resources and expertise. This ensures services that are seamless, relevant and efficient as well as effective. They can also help to manage the problems

of staff shortages in the NHS. An unexpected side effect has been the ability of these projects to aid recruitment and retention. Clinicians have discovered it is stimulating to work with non-professionals, and the innovative projects allow flexible working solutions for many who would otherwise have to leave the NHS.

These are all in their infancy, and will need recurrent funding to keep them going and should be included as part of the service commissioning and resource allocation. Consultants involved therefore ensure that all projects are rigorously and scientifically evaluated to ensure that they work before asking for this commitment of public money.

Education and Training

The changing demographics and values of society make it essential that medical education changes to produce doctors who are equipped for the uncertainties of these new ways of working. We also need to ensure that young people are encouraged to enter and remain in the health professions. Welsh educational establishments are at the forefront of innovations in flexible training and support for clinicians with disabilities, as well as the monitoring and retraining of those who find the pace of change too fast.

Summary

The future of the Health service in Wales is the most challenging task facing the Welsh Assembly Government. The proposals above would harness and mobilise effectively the creativity and skills already present in front line staff.

A highly trained, well-motivated and innovative Consultant workforce is the key to ensuring a service capable of responding to our current difficulties and the challenges of the future. Consultants remain at the cutting edge of innovation and modernisation in the Health service. We particularly welcome the Welsh Assembly Government in their non-confrontational and collaborative attitude to Consultants in Wales, and look forward to working together to achieve a healthier future for the people of Wales.

CHAPTER 8

CLINICAL ACADEMICS

CLINICAL ACADEMICS

Principles

8.1 Clinical Academics undertake both academic and service commitments, irrespective of who employs them. As such, both University and NHS representatives need to be involved in agreeing and implementing the amendments set out in this document.

8.2 The existing principle of parity with NHS Clinical Consultant Colleagues should continue to apply for Clinical Academics holding an Honorary Consultant Contract.

Provisions

8.3 The job planning process as set out in Chapter 1, will apply to Clinical Academics in relation to their NHS commitments.

8.4 A University and an NHS representative will be present with the Clinical Academic in all job plan reviews. With agreement by all parties, this may be one and the same person.

8.5 All Clinical Academics will have a joint appraisal arranged by their employer, with both a University and NHS representative involved. With agreement by all parties, this may be one and the same person.

8.6 Clinical Academics who hold an honorary Consultant Contract that work 4 Direct Clinical Care sessions and two Supporting Professional Activities sessions will be treated as if they are a whole time NHS consultant as defined in Chapter 2. If they work fewer than 6 sessions they will be treated as part-time, as set out in Chapter 10. Normally up to one Clinical Teaching session or Clinical Research session from the NHS sessions can be considered as part of the Direct Clinical Care sessions. Otherwise further Teaching and Research sessions will be available in the 4 non-NHS sessions.

8.7 Clinical Academics will be eligible for, subject to satisfactory job plan reviews, commitment and clinical excellence awards as set out in Chapter 5.

8.8 All Clinical Academics will be eligible for a commitment award once they have completed three years service after reaching Point 6 on the clinical senior lecturer/professional pay scale and then at three yearly intervals after they have received their previous commitment award, until they have achieved the eight commitment award levels available under the scheme.

The appropriate commitment award will be paid automatically on satisfactory review, or in the absence of unsatisfactory job plan reviews over the required period.

8.9 Clinical Academics with existing discretionary points or distinction awards will retain these awards and will be eligible to apply for further awards under the new scheme in the normal way. Each existing discretionary point will be converted into a Commitment Award, and each existing distinction award will be converted into the appropriate Clinical Excellence Award.

8.10 Where on call is worked, this will be remunerated on the same basis as an NHS consultant.

8.11 All Clinical Academics will have a joint induction programme arranged by their employer to facilitate their introduction to their new role with both their Trust and University.

8.12 All Clinical Academics will adhere to Trust policies and procedures while carrying out their duties under their honorary contracts.

8.13 Clinical Academics are eligible to apply for sabbaticals as set out in Chapter 14, based on joint agreement between the Trust and University.

8.14 All Clinical Academics will work with the Trust who award their honorary contract to meet the Modernisation and Innovation Agenda for Wales, as set out in Chapter 7.

8.15 All other provisions relating to Clinical Academics will apply as per their University contract.

CHAPTER 9

PRIVATE PRACTICE

PRIVATE PRACTICE

Principles

9.1 Any Consultant undertaking private practice must demonstrate that they are fulfilling their NHS commitments.

9.2 There must be **no** conflict of interest between NHS work and private work.

9.3 The needs of patients in the NHS will not be prejudiced by the provision of services to private patients.

9.4 Work outside NHS commitments will not adversely affect NHS work, nor in any way hinder or conflict with the needs of NHS employers and employees.

9.5 NHS facilities, staff and services may only be used for private practice with the agreement of the NHS employer.

Disclosure of Information about Private Practice

9.6 Consultants will inform their employers of any conflicts between their NHS commitments and their private practice and work with their employer using the job planning process to resolve any such conflicts.

9.7 This process will be undertaken at least annually or more frequently if changes for either the Consultant or employer warrant job plan review.

9.8 The Consultant will be required to inform their Chief Executive of any issues arising from their private practice which might significantly affect their ability to fulfill their NHS Commitments as soon as possible.

Schedule of Work

9.9 Consultants will not undertake private practice which prevents them being available to the NHS when on-call.

A Consultant with a low likelihood of recall may undertake appropriate private practice when on-call for the NHS, with the prior agreement of their NHS employer that this will not affect their availability for NHS commitments. There will be exceptional circumstances in which Consultants may reasonably provide emergency or essential continuing treatment for an existing private patient during NHS time on the basis of clinical need. Consultants will make alternative arrangements to provide cover where work of this kind impacts on NHS commitments.

9.10 The Consultant will ensure that there will be clear arrangements to avoid the risk of private commitments disrupting NHS commitments, e.g. by causing NHS activities to begin late, or to be cancelled.

9.11 If NHS sessions are disrupted the Consultant should rearrange the private sessions. Agreed NHS commitments will take precedence over private work. The job planning process will determine when NHS sessions are to be scheduled. Where there is an agreed change to the scheduling of NHS work, the employer will be required to allow a reasonable period for Consultants to rearrange any existing private sessions.

The Transfer of Patients between the NHS and Private Sector

9.12 When a patient is seen privately and it is agreed they will subsequently be transferred to a NHS waiting list, the patient will be entered on the list at the same Point as if they had been seen under NHS arrangements. The arrangements for this are covered by the guidance set out in "Management of Private Practice in Health Service Hospitals in England and Wales" (the 'Green Book').

9.13 Where an NHS patient seeks information about availability, or waiting times, for NHS and/or private services, practitioners should ensure that any information provided by them is accurate, to the best of the practitioner's knowledge and belief.

Use of NHS Facilities and Staff

9.14 Consultants may not use NHS facilities or staff for the provision of private services without the approval of the appropriate NHS body.

9.15 Consultants may use NHS facilities for the provision of fee paying services, as set out in Chapter 2, either in their own time, in annual or unpaid leave, or with the agreement of the NHS employer in NHS time where work involves minimal disruption.

CHAPTER 10

EQUAL OPPORTUNITIES

EQUAL OPPORTUNITIES

Part-Time and Flexible Working Principles

These are as follows:

10.1 To encourage flexibility on the part of employers as an aid to recruitment and retention of doctors with other commitments.

10.2 To ensure that these doctors do not suffer direct or indirect discrimination because of their needs.

10.3 To ensure that these doctors are able to keep up to date and continue their professional development.

10.4 To avoid penalising employers who recognise the need for flexible working arrangements and the particular needs of some employees.

The Working Week : Part Time Consultants

10.5 Sessional commitments for part time Consultants will be seen essentially pro rata with weighting on the supporting activities sessions. In the exceptional case that there is no teaching commitment at all the weighting may lean the other way with mutual agreement.

10.6 The principle is that the Consultant must be able to undertake all teaching, audit, and clinical governance activities required by the Trust within the time allowed for supporting activities. The same applies to direct patient care.

10.7 Direct clinical care activities will not intrude on time for supporting professional activities except in very occasional emergency situations.

10.8 The usual break-down of direct clinical care and supporting professional activities sessions will be as follows, taking into account the hours devoted to these activities :-

TOTAL SESSIONS	DIRECT PATIENT CARE	SUPPORTING ACTIVITIES
9	6	3
8	5	3
7	5	2
6	4	2
5	3	2
4	2	2
3	2	1

10.9 Apart from these time-tabled sessions a part-time Consultant has no NHS commitment during the working week.

10.10 Variations on the balance of sessions may be agreed between the Consultant and their employer.

10.11 These will need to reflect the requirements for continuing professional development agreed in appraisal and job planning reviews.

10.12 Out of hours work: The same payment will be awarded to part time doctors who work the equivalent amount of on call as full timers on their rota. Otherwise payment will be pro rata. If a doctor is expected to be on call on a day they do not normally work, time off in lieu or extra payment will be agreed, in a normal working week.

10.13 Consultants working part time will not be expected to carry the same caseload as a full time Consultant. Numbers of patients seen, population covered, etc., will be calculated pro rata.

Flexible Working

10.14 Some Consultants may find it convenient to do their routine work at weekends or outside normal working hours in order to balance their other commitments. Employers will make serious attempts to accommodate any such requests promptly. The rate of pay will be no higher than if the doctor was working normally. These doctors will be entitled (with a reasonable period of notice) to return to a normal pattern of work when they are ready. This must not be used by employers to exploit part time workers and must only be applied at the request of a Consultant for personal reasons.

10.15 Some Consultants may wish to vary the number of sessions worked each week to cover other commitments, for example school holidays or higher degree courses. Employers will make serious attempts to accommodate these requests and pay will be calculated on an annualised basis. These doctors will be entitled (with a reasonable period of notice) to return to a normal pattern of work when they are ready. This rule must not be used by employers to exploit part time workers and must only be applied at the request of a Consultant for personal reasons.

CHAPTER 11

WHITLEY COUNCIL & OTHER TERMS AND CONDITIONS

WHITLEY COUNCIL & OTHER TERMS AND CONDITIONS

11.1 The amendment of the National Consultant Contract in Wales constitutes changes to the provisions set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in England and Wales Handbook (the 'England and Wales Handbook') as listed in Appendix VI to the Terms and Conditions of Service for Hospital and Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in Wales Handbook (the 'Wales Handbook') first published in December 2003.

11.2 Appendix VII of the Wales Handbook also gives a look-up table showing where provisions of the former England and Wales Handbook are covered in the Wales Handbook.

11.3 Otherwise all other provisions set out in the England and Wales Handbook have been incorporated into the Wales Handbook and, together with the relevant provisions set out in the General Whitley Council Handbook, remain unchanged.

CHAPTER 12

TRANSITIONAL ARRANGEMENTS

TRANSITIONAL ARRANGEMENTS

Payscale Assimilation

12.1 All Consultants who are in post on the due date of this amendment will transfer across to the corresponding Point on the revised payscale, i.e.

Former Payscale Point		Revised Payscale Point
Minimum	to	Minimum
1	to	1
2	to	2
3	to	3
4	to	4

12.2 Any Consultant already at the maximum Point (4) of the former payscale on the due date will progress to Point 5 of the revised payscale with effect from 12 months after the due date, and Point 6 (the new maximum incremental Point) of the revised payscale with effect from 24 months after the due date

12.3 Any Consultant not already at the maximum Point (4) of the former payscale on the due date, will retain their current incremental date, and progress up the scale by one Point on each subsequent incremental date until they reach the new maximum Point (6) on the revised payscale.

Commitment Awards

12.4 Any Consultant in receipt of Discretionary Points on the due date will have these automatically converted into the equivalent number of Commitment Awards with effect from the due date. Any such Commitment Awards will count towards the maximum number of eight such awards available under the scheme.

12.5 Any Consultant aged 57 or over at the due date will receive their first Commitment Award upon reaching Point 6 (the new maximum) of the Consultant salary scale, and at three-yearly intervals thereafter. This is subject to the Consultant only being able to receive a maximum number of 8 such awards including any Commitment Awards arising from the conversion of Discretionary Points set out in Paragraph 12.4.

12.6 Any Consultant aged between 51 and 56 at the due date will receive their first Commitment Award one year after reaching Point 06 (the new maximum) of the Consultant salary scale and at three-yearly intervals thereafter. This is subject to the Consultant only being able to receive a maximum number of 8 such awards including any Commitment Awards arising from the conversion of Discretionary Points set out in Paragraph 12.4.

12.7 Any Consultant aged between 43 and 50 at the due date will receive their first Commitment Award two years after reaching Point 6 (the new maximum) of the Consultant salary scale and at three-yearly intervals thereafter. This is subject to the Consultant only being able to receive a maximum number of 8 such awards including any Commitment Awards arising from the conversion of Discretionary Points set out in Paragraph 12.4.

Job Plan Reviews

12.8 Individual employers will agree with their local Consultant body the actual timing of job plan reviews for existing Consultants in post on the due date for the first few years following implementation of this amendment.

12.9 This will allow such reviews to be spread within the early part of the year as agreed locally, but with the aim of bringing job plan reviews to within one month of the anniversary of the award of the previous Commitment Award to that Consultant.

12.10 Job plan reviews must be timed to give any Consultant at least 6 months to undertake any corrective action identified as a result of an unsatisfactory job plan review, before they would incur a deferment of a Commitment Award.

Protection

12.11 Where a Consultant in post on the due date receives a lower level of earnings, (as defined in Paragraph 12.13), he/she will have his/her previous level of earnings protected on a personal basis for 12 months, provided that he/she is undertaking the same or greater level of activities set out in his/her job plan.

12.12 This protection will continue to apply during the twelve months provided that the Consultant remains in that post and continues to undertake the same (or greater) level of activities. The Consultant will also receive the benefits of any pay award during this period on their protected earnings.

12.13 Earnings, for these purposes, will include – and will only include – all of the following paid to the Consultant by their NHS employer as a result of their NHS commitments as set out in their agreed job plan:- basic salary, Commitment Awards (or converted Discretionary Points), Clinical Excellence Awards (or converted Distinction Awards), additional sessional payments, additional management or responsibility allowances, out-of-hours Intensity Banding payments, and any other earnings that are superannuable under the NHS Pensions Scheme.

CHAPTER 13

IMPLEMENTATION

IMPLEMENTATION

13.1 The amendments set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in Wales Handbook constitute changes to the provisions set out in the Terms and Conditions of Service for Hospital Medical and Dental Staff, Doctors in Public Health Medicine and in the Community Health Service in England and Wales Handbook (the England and Wales Handbook), and are issued by the Minister for Health and Social Services for the National Assembly for Wales in exercise of powers conferred by Regulations 2 and 3 of the NHS (Remuneration and Conditions of Service) Regulations 1991 and paragraph 11 of Schedule 3 of the NHS Act 1977. As such they amend the terms and conditions of all staff working under the provisions of the England and Wales Handbook within NHS Wales with effect from the due date.

13.2 The due date from which the amendment is effective is 1st December 2003, with the exception of the creation of Point 5 on the Consultant salary scale, which is effective from 1st December 2004, and Point 6 on the Consultant salary scale, which is effective from 1st December 2005.

CHAPTER 14

MISCELLANY

MISCELLANY

NHS Pension Scheme

14.1 Welsh Assembly Government, NHS Wales and BMA Cymru Wales have agreed that basic salary (including the additional incremental Points), commitment awards and Clinical Excellence awards and out of hours intensity supplements will be superannuable.

Induction

14.2 Every newly appointed Consultant in NHS Wales will have a high level induction programme arranged by their employer to facilitate their introduction to their new role and organisation, and ensure that they have the necessary resources to give them a sound start to their contribution to patient care services locally.

14.3 Such an induction programme will include high level introductions to senior management and clinical colleagues, as well as the normal corporate and departmental induction processes.

14.4 A guide to the elements that might be included in such programmes is set out in the supplement to this Chapter.

Sabbaticals

14.5 During their career as a Consultant within NHS Wales each Consultant will be entitled to seek a paid sabbatical for a period of up to three months to undertake activities away from their normal duties that will subsequently benefit their patient care work.

14.6 The basis for any proposed sabbatical will arise out of regular job plan reviews and/or appraisals and be subject to the agreement of the employer. The exigencies of the service and spreading the taking of sabbaticals across the Consultant body within the organisation must be factors on when and how a sabbatical is undertaken. However its timing and nature must also reflect the appropriate stage in the career, and the particular interests of the Consultant.

14.7 A reasonable level of financial support for the necessary additional costs involved in undertaking such a sabbatical will be granted by the employer, and during the period of the sabbatical, appropriate locum cover will be provided.

14.8 Proposed alternative ways of taking such a sabbatical break, e.g. over two separate but shorter periods of time, can also be considered by the employer provided the combined amount of time and costs involved in total are no higher than those set out above.

14.9 The process for determining the award of sabbaticals will be agreed locally in line with the principles of openness, transparency and equal opportunities.

Facilities

14.10 In line with good employment practice, Trusts should endeavour to supply medical staff with a pleasant social area, preferably with catering facilities to enable them to informally refer and discuss patients and meet each other in a confidential environment.

Good quality child care, sports and social facilities should be available for all staff.

SUPPLEMENT TO CHAPTER 14
CONSULTANTS INDUCTION PROGRAMME

Elements that might be part of this could include :

1. Briefings from senior management colleagues, such as

   - Chief Executive, re e.g. strategic direction of Trust as a whole and for their particular service and corporate governance principles and arrangements.

   - Medical Director re e.g. Trust clinical governance principles and arrangements, and Trust Standards for clinical practice;

   - Nursing Director re e.g. service quality and patient / public involvement arrangements within Trust, and nursing practice issues;

   - HR Director, re e.g. medical workforce planning and development issues, overall workforce development issues, and employment policies practices and expectations;

   - Finance Director re e.g. resource allocation and control systems, service development processes, activity recording and information systems;

   - Trust Chairman, re e.g. overall aims, direction and ethos of the Trust.

2. Briefing from senior clinical colleagues, such as

   - Clinical Director re e.g. service aims and modus vivendi of Directorate, job planning and appraisal processes

   - Clinical leads within the Trust on areas such as clinical audit, CPD, clinical effectiveness, risk management, R & D, clinical standard setting

   - Chairs of relevant professional / other bodies within the Trust, e.g. Hospital Medical Staff Committee, Local Negotiating Committee, etc.

3. External Briefings from, e.g. appropriate colleagues in LHB, Regional Office, relevant Regional / all Wales clinical networks. This to include relevant links with primary healthcare colleagues in particular.

   Any programme will need to be tailored to the needs of the individual Consultant, and delivered in locally appropriate ways.

In a large Trust this may be based on a regular programme for a group of newly-appointed colleagues, in smaller Trusts on ad hoc individualised programmes. The social aspects of induction also need to be addressed, recognising the value of informal social events to build relationships and help the newly-appointed Consultant and their family to quickly feel part of their local healthcare community.

ANNEX

1. With effect from the due date defined in Chapter 13, Paragraph 13.2, the following rates will apply to Consultants (including Clinical Academics) employed, or working under an honorary contract within NHS Wales :-

a) **Consultant Salary Scale (Chapter 4)**

Point 0 (minimum)	£63,000 p.a.
Point 1	£65,035 p.a.
Point 2	£68,440 p.a.
Point 3	£72,395 p.a.
Point 4	£76,910 p.a.
Point 5	£79,485 p.a.
Point 6 (maximum Point of salary scale)	£82,065 p.a.

b) **Commitment Awards (Chapter 5)**

Will each have a value of £2,835 p.a. (maximum of eight such awards).

c) **Clinical Excellence Awards (Chapter 5)**

Will be in four levels, with a cumulative value (subsuming Commitment Awards and lower Clinical Excellence Awards) as follows :-

£31,404 p.a.
£41,290 p.a.
£51,613 p.a.
£67,097 p.a.

Clinical Excellence Awards will be expected to mirror the England and Wales arrangements.

d) **Out of Hours Intensity Banding Payments (Chapter 3)**

Band 1	£1,920 p.a.
Band 2	£3,840 p.a.
Band 3	£5,760 p.a.

e) **Waiting List Initiative Sessional Rate (Chapter 2, Paragraphs 2.36 – 2.39)**

Will be £500 per session.

2. All the rates quoted in this Annex are at 2003/04 rates. The rates will be reviewed annually on 1 April. The rates will be increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April

2005 subject to this value remaining within 1.5% of RPI(X). Should RPI(X) fall outside these values the FTCC will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Thereafter, the rates will be agreed following the recommendations of the DDRB.