

**HUMAN RESOURCES DIRECTORATE  
PAY AND EMPLOYMENT UNIT**



Department of

**Health, Social Services  
and Public Safety**

An Roinn

**Sláinte, Seirbhísí Sóisialta  
agus Sábháilteachta Poiblí**

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**Circular HSS(TC8) 1/2004**

Our Reference: **BP 282/04**

6 April 2004

Dear Colleague

**INTRODUCTION OF THE 2004 CONSULTANT CONTRACT**

1. This circular formally introduces the new 2004 consultant contract and terms and conditions of service and confirms the pay arrangements for those medical and dental consultants employed on the new terms and conditions of service. The new terms and conditions of service and the pay arrangements for consultants detailed in this circular have been agreed with the British Medical Association. A copy of the new consultant terms and conditions of service handbook is attached to this circular\*.

**New Terms and Conditions of Service**

2. Consultants in post prior to 15 January 2004 have the option of taking up the new contract or remaining on their current terms and conditions of service. All appointments to consultant posts first advertised after 15 January 2004 should be offered only on the terms of the new contract. A new model consultant contract is attached at Annex A. Consultants opting to remain on their existing contracts will remain subject to the terms and conditions of service for hospital and community medical and dental staff contained in the handbook issued in March 2003.

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\* Copy of handbook enclosed for Directors of Human Resources/Personnel & Medical Directors

### **Basis of New Contract**

3. The basic salary for whole-time consultants reflects a commitment of ten Programmed Activities per week. Salary for part-time appointments will be paid on a pro-rata basis.

### **Existing Salary Scales**

4. The existing 2003/2004 payscales in circular HSS(TC8) 7/03 will remain valid for those doctors and dentists who choose to remain on those terms and conditions. The rates of payment for discretionary points and distinction awards set out in HSS(TC8) 7/03 remain valid for consultants on both current and new terms and conditions.

### **Existing Fees and Allowances**

5. Those existing fees and allowances which apply equally to consultants under the existing and the new contract remain valid at 2003/4 rates – see circulars HSS(TC8) 6/03 and HSS(TC8) 7/03 for details of these rates and Schedule 9, 10 and 11 of the new terms and conditions of service.

### **New Pay Thresholds**

6. The salary on commencement under the new terms and conditions for those doctors whose first appointment as a consultant was before 15 January 2004, and who choose to transfer, can be found at Annex B. Salary on commencement is dependent on seniority at date of transfer as defined in Schedule 13 of the terms and conditions. The payscale for consultants whose first appointment as a consultant was on or after 15 January 2004 can be found at Annex C. Under those circumstances where Trusts wish to pay a higher rate of salary on commencement, use should be made of recruitment and retention premia in addition to basic salary, as set out in Schedule 16 of the terms and conditions. These rates of pay are at 2003/4 rates.
7. Further information on how to determine starting salary is available in Schedules 13 and 14 of the new Terms and Conditions.

### **Additional Programmed Activities**

8. Under the new terms and conditions, additional Programmed Activities can be arranged by agreement between the consultant and the employer. Annex B sets out levels of payment for those doctors whose first appointment as a consultant was before 15 January 2004, and who choose to move on to the new terms and conditions. Annex C details levels of payment for those whose first appointment as a consultant was on or after 15 January 2004. In line with the HPSS Superannuation Scheme, pensionable pay will include basic salary for up to 10 Programmed Activities.

## **On Call Availability Supplements**

9. If a consultant is required to participate in an on-call rota, he or she will be paid a supplement in addition to basic salary in respect of his or her availability to work during on-call periods. The level of supplement will depend on the consultant's rota frequency and the category of the consultant's on-call duties.
10. The value of the supplement will range between 1% and 8% of full-time basic salary, depending on the frequency of rota commitment and the nature of response. A table giving details of the on-call availability supplement can be found at Annex D. Further details of the supplements can be found in Schedule 16 of the new terms and conditions.

## **Backdating**

11. Consultants who gave a formal commitment to the new contract by 15 January 2004 will be able to choose one of two options: to either take seniority backdated to 1 April 2003, or a combination of pay increases and seniority backdated to 1 October 2003. For those consultants who give a formal commitment to the new contract between 15 January 2004 and 31 March 2004 pay increases only will be backdated by three months from the date on which the commitment is given. Backdating will be conditional upon a job plan being agreed within three months, except where this deadline is not met for reasons beyond the consultant's control. Consultants may choose a shorter period of backdating if they wish.

## **Discretionary Points and Distinction Awards (or their agreed replacement)**

12. Where discretionary points and distinction awards (or their agreed replacement) are in payment, these will continue to be paid. Where a consultant holds discretionary points or a distinction award (or their agreed replacement), there will be a pro rata increase in the payment for an additional Programmed Activity, compared with the rates in Annex B. Where a consultant holds a distinction award (or their agreed replacement) the pro rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points.
13. Pending the introduction by 1 April 2005 of a new system for rewarding clinical excellence, the following transitional arrangements will apply from 1 April 2004 in relation to the consultants' discretionary points scheme for consultants who have moved onto the new terms and conditions of service;
  - consultants currently in receipt of between 1 and 7 discretionary points remain eligible for the award of additional discretionary point(s);
  - consultants who were on the maximum point of the old consultant salary scale who do not receive any discretionary points are eligible for the award of discretionary points;

- consultants who would have reached the maximum point of the old consultant salary scale by 1 April 2004 will become eligible for the award of discretionary points.

### **Further Copies**

14. Copies of this circular and the full terms and conditions of service for the new consultant contract can be obtained from the Department's website at <http://extranet/>. Further information on the new consultant contract can be found on the Human Resources Directorate's website at [www.dhsspsni.gov.uk/hss/hrd](http://www.dhsspsni.gov.uk/hss/hrd).

### **Enquiries**

15. Employees should direct enquiries to their employing authorities. Any enquiries that cannot be resolved locally should be directed to Pay & Employment Unit or by e-mail to [p&e@dhsspsni.gov.uk](mailto:p&e@dhsspsni.gov.uk).

Yours faithfully

**J L TOWNSON**  
Deputy Director

[AL(MD) 3/2003]

**MODEL CONSULTANT CONTRACT**

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## THE POST

### 1 Consultant

Your job title is Consultant in [ ]. \*

Your employing organisation is [ ]. \*

### 2 Commencement Of Employment

Your continuous employment for the purposes of this contract began on [ ].\*

Your continuous service for the purposes of the Employment Rights (Northern Ireland) Order 1996 began on [ ]. \*

Schedule 1 of the Terms and Conditions of Service contains guidance on commencement of employment.

### 3 General Mutual Obligations

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- to co-operate with each other;
- to maintain goodwill;
- to carry out our respective obligations in agreeing and operating a Job Plan;
- to carry out our respective obligations in accordance with appraisal arrangements;
- to carry out our respective obligations in devising, reviewing, revising and following the organisation's policies, objectives, rules, working practices and protocols.

## THE WORK

### 4 Location

Your principal place of work is [ ]\*. Other work locations including off site working may be agreed in your Job Plan where appropriate, e.g. for supporting professional activities and some direct clinical care such as audit notes. You will generally be expected to undertake your Programmed Activities at the principal place of work or other locations agreed in the Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

You may be required to work at any site within your employing organisation, including new sites.

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\* Employing organisation to complete

## **5 Duties**

### **5.1 *Main Duties and Programmed Activities***

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, as reviewed from time to time in line with the provisions in section 6 below.

### **5.2 *Associated Duties***

You are responsible for the associated duties set out in Schedule 2 of the Terms and Conditions of Service.

### **5.3 *Objectives***

The purpose of including agreed personal objectives in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

### **5.4 *On-Call Duties and Emergency Responses***

You may also be required to participate in an on-call rota to provide emergency cover (see section 9). When not on an on-call rota, we may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, we will review the need to introduce an on-call rota.

## **6 Job Planning**

You and your clinical manager have agreed a prospective Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements, your objectives and supporting resources.

You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 3 of the Terms and Conditions of Service. Either may propose amendment of the Job Plan. You will help ensure through participating in Job Plan reviews that your Job Plan meets the criteria set out in the Terms and Conditions of Service and that it contributes to the efficient and effective use of HPSS resources.

## **7 Programmed Activities**

### **7.1 *Scheduling Of Activities***

You and your clinical manager will agree in the schedule of your job plan the programmed activities that are necessary to fulfil your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all activities. We will not schedule non-emergency work during premium time without your agreement.

Subject to the provisions for recognising work done in Premium Time (see section 8 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.

Your job plan will contain [ ] \* Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in Paragraph 7.6 to agree up to two extra Programmed Activities.

Remuneration for Programmed Activities is set out in section 21 below and Schedules 13 and 14 of the Terms and Conditions of Service.

[Note: the number of Programmed Activities will need to be adjusted for part time consultants. Where a consultant has a part-time contract, the employing organisation will need to agree the number of weekly Programmed Activities that should be included in the Job Plan.

Where a consultant appointed after 15 January 2004 wishes to work part-time **in order** to undertake private practice, such contracts should normally be for no more than six Programmed Activities]

## **7.2 Flexibility**

Attaching a time value to Programmed Activities is intended to provide greater transparency about the level of commitment expected of consultants by the HPSS. However, you and your clinical manager can agree flexible arrangements for timing of work.

Programmed Activities may be scheduled either as a single block of four hours, or in half units of two hours each.

The precise length of Programmed Activities may vary from week to week around the average assessment set out in the Job Plan.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Programmed Activities. In such a case, you and your clinical manager will agree an annual number of Programmed Activities and your Job Plan will set out variations in the level and distribution of Programmed Activities within the overall annual total.

You and your clinical manager may agree, as part of your Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged out over 26 weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

## **7.3 Balance Between Direct Clinical Care and Other Programmed Activities**

Subject to the provisions for recognising emergency work arising from on-call rotas below, the schedule in your Job Plan will typically include an average of  $[7\frac{1}{2}]^*$  Programmed Activities for Direct Clinical Care duties and  $[2\frac{1}{2}]^*$  Programmed Activities for Supporting Professional Activities. Where your agreed level of duties in relation to supporting professional activities, additional responsibilities and other duties is significantly greater or lower than  $2\frac{1}{2}$  programmed activities there will be local agreement as to the appropriate balance between activities. Part-time consultants need to devote proportionately more of their time to Supporting Professional Activities. This should be agreed on an individual basis. Refer to the guidance on part time and flexible working for further information

The precise balance will be agreed as part of Job Plan reviews and may vary to take account of circumstances where the agreed level of duties in relation to Supporting Professional Activities, Additional HPSS Responsibilities and External Duties is significantly greater or lower than  $[2\frac{1}{2}]^*$  Programmed Activities.

Responsibilities as a Medical Director or Clinical Director may be reflected by substitution for other whole or part Programmed Activities or by additional remuneration agreed locally.

#### **7.4 External Duties**

Where you wish to seek agreement to have External Duties included in your Job Plan, you must notify your clinical manager in advance. Scheduling of such duties will be by agreement between you and your clinical manager. Where carrying out these External Duties might affect the performance of direct clinical duties, where possible you will give us sufficient notice to ensure that, where such external duties are agreed, you and your clinical manager can agree a revised schedule of activities at least a month in advance.

#### **7.5 Recognition For Emergency Work Arising From On-Call Duties**

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Programmed Activities in your Job Plan schedule. You may, however, be required to participate in an on-call rota to respond to less predictable emergencies.

The provisions in Schedule 5 of the Terms and Conditions of Service apply to recognise unpredictable emergency work arising from on-call rota duties that takes place other than during a Programmed Activity scheduled in your Job Plan.

#### **7.6 Extra Programmed Activities**

You and your clinical manager may agree that you will undertake extra Programmed Activities over and above the [ten]\* Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. **[Note: add contracted number for part-time consultants]** The remuneration for these activities is covered by section 21 below and Schedules 13 and 14 of the Terms and Conditions of Service.

Any such agreement will be made in writing and the additional Programmed Activities will be incorporated into your Job Plan schedule.

Subject to the provisions in section 7.7 below, and without prejudice to section 7.8 below, you do not have to agree to carry out more than [ten]\* Programmed Activities on average per week **[Note: to be adjusted for part-time consultants]**. However, where you do give your agreement, you must undertake such activities. The remuneration for these activities is covered by Section 21 below and Schedules 13 and 14 of the Terms and Conditions of Service. Any additional Programmed Activities that you carry out beyond the standard [ten] **[Note: to be adjusted for part-time consultants]** Programmed activities, will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions of Service.

#### **7.7 Transitional Arrangements**

Where the provisions for recognising on-call work in Schedule 5 of the Terms and Conditions of Service would otherwise result in a reduction in the time available for the other duties undertaken by you and other colleagues on these new contractual arrangements, compared with the time normally available for such duties in the immediate period before the introduction of this contract, we will agree appropriate arrangements with you and your consultant colleagues to prevent such a reduction, if necessary by arranging for additional Programmed Activities to be provided. These arrangements may apply only during the period ending on 31 March 2006.

### **7.8 *Extra Programmed Activities And Additional Professional Capacity***

Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the HPSS, for the independent sector or for another party, the provisions in Schedule 6 of the Terms and Conditions of Service will apply.

## **8 Premium Time**

From 1 April 2004, the provisions in Schedule 7 of the Terms and Conditions of Service will apply to recognise the unsocial nature of work done in Premium Time and the flexibility needed by consultants who work at these times as part of a more varied overall working pattern.

On any occasion where a consultant is scheduled to work during the Premium Time period, the employing organisation will ensure that the consultant has adequate rest both before and after this period of duty.

## **9 On-Call And Emergency Duties**

### **9.1 *On-Call Rotas***

Where you are on an on-call rota, the provisions in Schedule 8 of the Terms and Conditions of Service will apply.

Your on-call duties will be set out in the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

### **9.2 *On-Call Availability Supplements***

Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the Terms and Conditions of Service. The level of supplement will depend on the frequency of your rota and the typical nature of the required response when you are called.

## **OTHER CONDITIONS OF EMPLOYMENT**

## **10 Registration Requirements**

It is a condition of your employment that you are, and remain, [a registered dental practitioner and] **[Note: delete as appropriate]** a fully registered medical practitioner and are included on the Specialist Register held by the [General Dental Council (GDC)] **[Note delete as appropriate]** General Medical Council (GMC), and continue to hold a licence to practice.

## **11 Fee Paying Services And Private Professional Services**

### **11.1 *Minimising Potential For Conflicts Of Interest***

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 9 of the Terms and Conditions of Service in order to help minimise the risk of any perceived conflicts of interest to arise with your work for the HPSS.

### **11.2 *Fee Paying Services and HPSS Programmed Activities***

Examples of Fee Paying Services are set out in Schedule 10 of the Terms and Conditions of Service.

You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your

Programmed Activities, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your HPSS duties. Schedule 11 of the Terms and Conditions of Service contains guidance on this subject.

**11.3 Private Professional Services and HPSS Programmed Activities**

Subject to the provisions in Schedule 9 of the Terms and Conditions of Service, you may not carry out Private Professional Services during your Programmed Activities.

**11.4 Publications, lectures, etc**

A practitioner shall be free, without prior consent of the employing authority, to publish books, articles, etc., and to deliver any lecture or speak, whether on matters arising out of his or her HPSS service or not.

**12 Deductions From Pay**

We will not make deductions from or variations to your salary other than those required by law without your express written consent.

**13 Appraisal And Clinical Governance**

The Appraisal Scheme for Consultant Staff (DHSSPS Circulars HSS(TC8) 3/01 and HSS(TC8) 11/01) applies to your post. You must co-operate fully in the operation of the appraisal scheme. You must also comply with our clinical governance procedures.

**14 Gifts And Gratuities**

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities.

**15 Policies And Procedures**

You are required to comply with our Policies and Procedures as may from time to time be in force.

**16 Grievance Procedures**

The grievance procedures, which apply to your employment are set out in [ ].\*  
**[Note: to add reference to local procedures]**

**17 Disciplinary Matters**

Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of [ ]\*  
**[Note: employing organisations to insert reference to their code of conduct]**, or that your professional competence has been called into question, we will resolve the matter through our disciplinary or capability procedures, subject to the appeal arrangements set out in those procedures.

**18 Intellectual Property**

You will comply with our procedures for intellectual property which are in line with 'A Framework for the Management of Intellectual Property in the HPSS'

**19 Other Conditions of Service**

The provisions in Schedule 12 of the Terms and Conditions of Service will apply.



**25 Directors of Public Health**

Directors of Public Health will be entitled to supplements in addition to basic salary in line with the provisions in Schedule 16 of the terms and conditions of Service.

**PENSION**

**26 Pension**

The provisions in Schedule 17 of the Terms and Conditions of Service shall apply.

You will be eligible for membership of the HPSS Superannuation Scheme, the provisions of which are set out in the HPSS Superannuation Scheme Regulations 1995 (as amended). The Scheme is a final salary scheme with benefits based on the best of the last three years pensionable pay. Pensionable pay will include basic salary (up to ten programmed activities, but not any additional programmed activities above this), on-call availability supplements, any discretionary points or distinction awards (or their agreed replacement), and any other pay expressly agreed to be pensionable.

You are contracted out of the State Second Pension Scheme.

**LEAVE AND HOLIDAYS**

**27 Leave And Holidays**

Schedule 18 of the Terms and Conditions of Service sets out your entitlements in respect of:

- annual leave and public holidays
- professional and study leave
- sabbaticals
- sick leave
- special leave
- maternity leave and domestic personal and care relief.

**OTHER ENTITLEMENTS**

**28 Expenses**

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for:

- excess travel
- subsistence; and
- other expenses in accordance with [                      ]. (**Expenses will be as set out in schedule 21 or some local alternative, which must be at least as favourable**).

**29 Charges for Residence**

Except where facilities are provided for a doctor to be on-call a charge may, where appropriate, be made for residing at your place of work in accordance with our local procedures.

**DURATION OF EMPLOYMENT**

**30** This is a permanent post. [Amend this paragraph as appropriate for a Fixed Term Appointment].

**TERMINATION OF EMPLOYMENT**

**31** Provisions governing termination of employment are set out in Schedule 19 of the Terms and Conditions of Service.

**ENTIRE TERMS**

**32** **Entire Terms**  
This contract and the associated Terms and Conditions of Service contain the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

I [ name ] and [ employer ]

have understood and agree to honour the terms and conditions set out in this contract of employment

*Consultant's signature*

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*Representative of employing authority's signature*

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*Date of this agreement*

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**CONSULTANT SALARY SCALES WITH EFFECT FROM 1 APRIL 2003****BASIC RATES OF PAY**

First appointment as a consultant before 15 January 2004 (see Schedule 13)

***Salary on Commencement***

<b>Level of seniority (years)</b>	<b>Salary on commencement (full-time) (2003/04)</b>	<b>Payment for one additional Programmed Activity</b>	<b>Annual Payment for one additional Programmed Activity per week</b>
1	£65,035	£125	£6,503
2	£65,550	£126	£6,555
3	£66,065	£127	£6,606
4	£66,585	£128	£6,658
5	£71,230	£137	£7,123
6	£72,260	£139	£7,226
7-29	£73,290	£141	£7,329
30+	£78,195	£150	£7,820

Consultants will become eligible for pay thresholds at the intervals set out in Schedule 13 of the Terms and Conditions on the anniversary of transfer to the contract. For these purposes, the date of transfer is to be regarded as the date to which pay increases are backdated.

**CONSULTANT SALARY SCALES WITH EFFECT FROM 15 January 2004****BASIC RATES OF PAY**

First appointment as a consultant on or after 15 January 2004 (see Schedule 14)

***Pay Thresholds***

<b>Threshold</b>	<b>Period before eligibility for threshold</b>	<b>Basic salary (full-time) (2003/04)</b>	<b>Payment for one additional Programmed Activity</b>	<b>Annual payment for one additional Programmed Activity per week</b>
1	N/A (normal starting salary)	£65,035	£125	£6,503
2	One year	£67,100	£129	£6,710
3	One year	£69,165	£133	£6,916
4	One year	£71,230	£137	£7,123
5	One year	£73,290	£141	£7,329
6	Five years	£78,195	£150	£7,820
7	Five years	£83,100	£160	£8,310
8	Final salary	£88,000	£169	£8,800

All figures are at 2003/04 prices.

**On-Call Availability Supplement (see Schedule 6)**

Frequency of Rota Commitment	Value of supplement as a percentage of full-time basic salary	
	Category A	Category B
High Frequency: 1 in 1 to 1 in 4	8.0%	3.0%
Medium Frequency: 1 in 5 to 1 in 8	5.0%	2.0%
Low Frequency: 1 in 9 or less frequent	3.0%	1.0%

The consultant's rota frequency for these purposes will be determined by reference to the number of consultants on the relevant rota and without regard to any alternative arrangements that the consultant may make with colleagues to provide on-call cover.

Category A applies where the consultant is typically required to return immediately to site when called or has to undertake interventions with a similar level of complexity to those that would normally be carried out on site, such as telemedicine or complex telephone consultations. Category B applies where the consultant can typically respond by giving telephone advice and/or by returning to work later.