

**JOINT APPOINTMENT CONSULTANT CONTRACT
(Northern Ireland)**

SUGGESTED CLAUSES

November 2004

Joint Appointment Consultant Contract: Suggested Clauses (Northern Ireland)

Preliminary Notes

Joint Appointment consultant

- i) The following are suggested clauses to be incorporated into contracts of employment for joint appointment consultants in Northern Ireland where the joint appointment consultant has moved onto contractual arrangements that are comparable with the 'Consultant Terms and Conditions of Service (Northern Ireland) 2004'.
- ii) The clauses on pay need to be incorporated into the contract as the University will continue to be responsible for remunerating the joint appointment consultant. Incorporation ensures parity in arrangements between joint appointment consultants and their HPSS colleagues and should assist recruitment to, and retention in, academic medicine.
- iii) Universities should reach an overarching agreement between themselves and relevant HSS Trust(s) whereby the University is not only indemnified against clinical negligence claims but also in relation to discrimination and other claims arising from the performance of duties for the HSS Trust (including legal costs on an indemnity basis).
- iv) Universities will also need to take into account any further provisions needed when implementing any change to the University's Statutes, if and when the Revised Model Statute is adopted.

Suggested Clauses

Basic Salary And Pay Thresholds

1. Your basic salary has been calculated in accordance with the provisions of Annex A [or B]. Your basic salary includes any additional 'seniority' credited to take into account relevant experience that is equivalent to consultant level and any relevant academic qualifications. The University has set your starting salary in consultation with [.....].HSS Trust.
2. Both your duties for the University and your duties for [.....] HSS Trust will count towards pay progression in accordance with the provisions of Annex D.
3. The value of each pay threshold and the number of years' service spent at each threshold are set out in Annex A [or B].
4. Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to the contract. This is for administrative purposes only and will be without detriment to the level of seniority on which the joint appointment consultant transfers or, upon leaving employment with the University, their final salary payment.
5. Your basic salary, together with any payments for additional Programmed Activities (see paragraph 15 below), includes payment for all Contractual and Consequential Services.

Additional Programmed Activities And Additional Professional Capacity

6. 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 of Annex C will apply.

Criteria For Pay Thresholds

7. The criteria for pay thresholds are set out in Annex D. These criteria are consistent with those applied to substantive HPSS consultant contracts and no additional criteria will affect pay progression.
8. Following your integrated Job Plan review your University manager and your HPSS clinical manager will submit a report jointly recommending a decision about your pay progression to [the Dean] and the Chief Executive of [.....] HSS Trust. This will be copied to you.
9. The University and HPSS will jointly make the final decision on pay progression. Where one, or more, of the criteria for pay progression is not achieved in any year, the employers will have the discretion to decide, where appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.
10. You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be the employer's

responsibility to show why this decision was taken. An appeal framework is set out in Annex E to this contract.

Process For Award Of Pay Thresholds

11. When you become eligible for a pay threshold by virtue of fulfilling the required number of years' service set out in Annex A [or B], you will receive that pay threshold provided that the University and [.....] HSS Trust decide that you have met the necessary criteria (Annex D) in each year since the award of the previous threshold or, in the case of your first pay threshold, since the commencement of this contract.
12. Where it is decided in any one year that you have not met the necessary criteria, the award of the appropriate pay threshold will be deferred for one year beyond the date on which you would otherwise have received the threshold. Provided the University and [.....] HSS Trust decide that you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of paragraph 4 above.

Pay Uplift

13. Your basic salary and the value of any supplements will be uplifted in line with the recommendations of the Universities' Clinical Academic Staff Salaries Committee (CASSC) which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for HPSS consultants (except as provided for below). The rates will be uplifted from 1 April in line with the Government's implementation of the DDRB recommendations and its translation by the CASSC.
14. All the rates of pay set out in this contract are at 2003/04 rates. This is for the purposes of calculating backpay only. 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 Department of Health and BMA will either agree on the uplift or refer it to the DDRB. Any uplift will be translated to joint appointment consultant salaries by the CASSC. Thereafter, the rates of uplift will be agreed following the Government's response to the recommendations of the DDRB as translated to joint appointment consultant staff.

Pay Supplements

Payment For Additional Programmed Activities

15. Any additional Programmed Activities that you agree to carry out as part of the integrated job planning process, either for the University or for [.....] HSS Trust will be paid at the rates set out in Annex A [or B] of the Terms and Conditions. The University will not require you to undertake any additional programmed activities in the completion of your academic work.

Distinction Awards and Discretionary Points (or their agreed replacement)

16. You are entitled to be paid a Distinction Award (or their agreed replacement) where the Distinction and Meritorious Service Awards Committee has recommended that you receive an award. Alternatively, you are entitled to be paid Discretionary Points (or their agreed replacement) where [.....] HSS Trust has made a local award. Distinction Awards and Discretionary Points (or their agreed replacement) will be paid by the University on behalf of the HPSS at the rates set out in the latest Circular from the Department of Health, Social Services and Public Safety concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service.

On-Call Availability Supplement

17. If you are required to participate in an on-call rota as part of your duties for [.....] HSS Trust, the University will pay you a supplement (in addition to your basic salary) on behalf of [.....] HSS Trust. The supplement will be paid in accordance with, and at the appropriate rates according to the terms and conditions of your contract.

Premium Time

18. The provisions of Annex F will apply to recognise the unsocial nature of work contracted in Premium Time and the flexibility of joint appointment consultants working at these times.

Recruitment And Retention Premia

19. The employers may decide to award a recruitment or retention premium in addition to basic salary and will determine the value of such premia and may adjust their value from time to time to take account of changing circumstances. Information is provided in the accompanying guidance (paragraph 29).

Other Payments And Allowances

20. You may be entitled to certain other payments and allowances at the discretion of the University or HSS Trust

Duties

21. Your duties under this contract will be jointly agreed with your University and HPSS employer(s), through the integrated job planning process, taking account of the whole of your work. Your agreed duties will be included in a single, integrated Job Plan.

Annex A - Basic Salary And Payment For Additional Programmed Activities For Joint appointment consultants Appointed To A Consultant Level Post on or Before 15 January 2004

This Annex applies to joint appointment consultants appointed to a post before 15 January 2004. Annex B applies to those whose first appointment to a post was on or after 15 January 2004. For the purposes of determining whether this Annex, or Annex B applies, the date of appointment will be regarded as the date on which the post was offered¹.

Date Of Transfer

1. Where a joint appointment consultant subject to this Schedule has given a formal expression of interest to the new contract by 15 January 2004, the joint appointment consultant will be able to choose one of two options; to either take seniority credit backdated to 1 April 2003, or a combination of pay increases and seniority backdated to 1 October 2003. Where a joint appointment consultant has given a formal expression of interest to the new contract between 15 January 2004 and 31 March 2004, only backdating of pay increases by three months from the date on which the commitment was given as applicable. In each case, backdating will be conditional upon a job plan being agreed within three months, except where this deadline is not met for reasons beyond the joint appointment consultant's control. Joint appointment consultants may choose any shorter period of backdating if they so wish. Where a joint appointment consultant gives a formal expression of interest to the contract after 1 April 2004, there will be no backdating. A formal expression of interest for these purposes is not legally binding, but joint appointment consultants are expected to enter into such a commitment in good faith and in the full expectation of taking up the new contract.
2. Progression through pay thresholds will be on the anniversary of transfer to these terms and conditions of service, subject to being continuously employed. Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to the contract. This is for administrative purposes only and will be without detriment to the level of seniority on which the joint appointment consultant transfers or, upon leaving employment with the University, their final salary payment. For joint appointment consultants who give a formal commitment to the new contract before 1 April 2004, or the earliest practicable date thereafter, and therefore receive either 12 months seniority credit or 6 months backdated increases in pay and seniority, the date of transfer will be regarded as the date to which increases in pay are backdated. For other joint appointment consultants the date of transfer will be the date on which the joint appointment consultant first starts work under this contract.

Pay Uplift

3. All the rates of pay set out in this Schedule are at 2003/04 rates. The rates will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Joint appointment consultant Staff Salaries Committee which translates the Government's implementation of the recommendations of the Review Body on

¹**Annex A** For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given.

Deleted:

Doctors' and Dentists' Remuneration (DDRB) for NHS consultants, except as provided for in paragraph 4. The rates will be uplifted annually on 1 April.

4. 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 Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Any uplift will be translated to clinical academic salaries by the Clinical Academic Staff Salaries Committee.

Definition of Seniority

5. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a joint appointment consultant's seniority as at 31 March 2004 (see Tables 1 and 2). For these purposes seniority is to be measured as the sum of the number of aggregated whole years completed as an HPSS consultant and/or a joint appointment consultant in a grade that is equivalent to consultant level, plus the point on the salary scale when appointed (on a scale of 1 to 5), plus any additional credited seniority (in whole years) to reflect non-HPSS consultant level experience and/or flexible training (see below) plus the year that the joint appointment consultant is currently in.
6. The University, following agreement with the HPSS Trust, will credit appropriate additional seniority to reflect any consultant level experience gained outwith the HPSS consultant system and/or employment as a clinical academic at consultant level, including any periods of time spent in full-time academic teaching and research at a level comparable with the consultant grade, taking care to ensure that there is no double counting of this, and any additional seniority granted at appointment by way of a higher point on the salary scale.
7. Where a joint appointment consultant's training has been lengthened by virtue of being in a flexible or academic training scheme, or undergoing dual qualification where necessary, additional seniority will be credited to ensure that the joint appointment consultant is not prevented from becoming eligible for the maximum pay threshold they would have attained had they trained on a full time or single qualification basis (e.g training extended by two years counts as the equivalent of two years' seniority as a consultant or joint appointment consultant on first appointment to a post equivalent to the consultant grade).

Locum Joint Appointments

8. A locum in post for a period of six months or more will become subject to the Job Planning process. When a locum joint appointment consultant has entered the Job Planning process, he or she will become entitled to pay progression (subject to the criteria in Schedule 15 being met) from the start of the appointment.

Basic Pay On Commencement

9. On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:
- for full-time joint appointment consultants who have previously held a whole-time contract, be as set out in Table 1;
 - for full-time joint appointment consultants who at the time of transfer hold a maximum part time contract, be subject to the provisions in paragraph 15 below; or
 - for part-time joint appointment consultants (i.e. those with a total commitment of less than 10 Programmed Activities), be pro-rata to the levels set out in Table 1, based on the number of agreed weekly Programmed Activities in the joint appointment consultant's integrated Job Plan.

Table 1: Salary On Commencement

Level of seniority (years)	Salary on commencement (full-time) (2003/04)	Payment for one additional Programmed Activity	Annual Payment for one additional Programmed Activity per week
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

10. Where a joint appointment 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 Table 1. Where a joint appointment 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 (or their agreed replacement).

Pay Protection

11. There will be no financial detriment to joint appointment consultants for whom the combined total of their basic pay (as calculated under Table 1) and any on-call availability supplement would otherwise be less than the combined total of their basic pay and any intensity supplement under their previous contract and terms and conditions. For joint appointment consultants transferring to this contract in 2003/04, there will be full protection for one year, i.e. taking account of annual pay uplift for 2004/05 for joint appointment consultants on previous national terms and conditions. After this date, protection will be on a mark-time basis (i.e. until the new salary exceeds the salary at the point of transfer).

12. Protection will be afforded provided the joint appointment consultant continues to undertake the same level of duties and responsibilities (and on-call commitments if applicable) and remains continuously employed under these terms and conditions of service.

Pay Thresholds

13. Joint appointment consultants will become eligible for pay thresholds at the intervals set out in Table 2 on the anniversary of transfer to the contract.
14. The value of pay thresholds for full-time joint appointment consultants who at the time of transfer hold a whole-time contract (or equivalent) will be as set out in Table 2.
15. The value of pay thresholds for part-time joint appointment consultants will be pro-rata to the levels in Table 2, based on the number of agreed weekly Programmed Activities in the joint appointment consultant's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time joint appointment consultants.

Joint Appointment Consultants Formerly On Maximum Part-Time Type Contracts

16. The basic salary for full-time joint appointment consultants who at the time of transfer hold a maximum part-time type contract will be as follows:
 - for the purposes of backdating increases for 2003/4 only their previous level of salary (including the annual pay uplift to which they would have been entitled had they remained on their previous contract) plus a third of the difference between this and the level of salary to which they would be entitled – as set out in Table 1 – if they had previously held a whole-time or part-time contract;
 - in the first year under this contract (2004/05), their previous level of salary (including the annual pay uplifts to which they would have been entitled had they remained on their previous contract) plus two-thirds of the difference between this and the level of salary to which they would be entitled – as set out in Table 1 or Table 2 as the case may be – if they had previously held a whole-time or part-time contract;
 - in their second and subsequent years under this contract, the same level of salary as is applicable for any joint appointment consultant who has previously held a whole-time or part-time contract.

Table 2: Seniority And Thresholds

Seniority	Pay threshold	Salary for joint appointment consultants who receive pay threshold (full-time) (2003/04)	Number of years' service spent at each threshold
30+	6	£78,195	One year
	7	£83,100	One year
	8	£88,000	
21-29	5	£73,290	One year
	6	£78,195	One year
	7	£83,100	One year
	8	£88,000	
20	5	£73,290	One year
	6	£78,195	Two years
	7	£83,100	One year
	8	£88,000	
19	5	£73,290	One year
	6	£78,195	Two years
	7	£83,100	Two years
	8	£88,000	
18	5	£73,290	Two years
	6	£78,195	One year
	7	£83,100	Two years
	8	£88,000	
17	5	£73,290	Two years
	6	£78,195	Two years
	7	£83,100	Two years
	8	£88,000	
16	5	£73,290	Three years
	6	£78,195	One year
	7	£83,100	Three years
	8	£88,000	
15	5	£73,290	Three years
	6	£78,195	One year
	7	£83,100	Four years
	8	£88,000	
14	5	£73,290	Three years
	6	£78,195	Two years
	7	£83,100	Four years
	8	£88,000	
13	5	£73,290	Three years
	6	£78,195	Two years
	7	£83,100	Five years
	8	£88,000	
12	5	£73,290	Three years
	6	£78,195	Three years
	7	£83,100	Five years
	8	£88,000	

Seniority	Pay threshold	Salary for joint appointment consultants who receive pay threshold (full-time) (2003/04)	Number of years' service spent at each threshold
11	5	£73,290	Four years
	6	£78,195	Three years
	7	£83,100	Five years
	8	£88,000	
10	5	£73,290	Four years
	6	£78,195	Four years
	7	£83,100	Five years
	8	£88,000	
9	5	£73,290	Four years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	
8	5	£73,290	Five years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	
7	5	£73,290	Five years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	
6	*	£72,260	One year
	5	£73,290	Five years
	6	£78,195	Four years
	7	£83,100	Five years
	8	£88,000	
5	4	£71,230	One year
	*	£72,260	One year
	5	£73,290	Four years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	
4	*	£66,585	One year
	3	£69,165	One year
	4	£71,230	One year
	5	£73,290	Three years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	
3	*	£66,065	One year
	*	£68,130	One year
	4	£71,230	One year
	5	£73,290	Four years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	

Seniority	Pay threshold	Salary for joint appointment consultants who receive pay threshold (full-time) (2003/04)	Number of years' service spent at each threshold
2	*	£65,550	One year
	2	£67,100	One year
	4	£71,230	One year
	5	£73,290	Five years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	
1	1	£65,035	One year
	*	£66,065	One year
	3	£69,165	One year
	4	£71,230	One year
	5	£73,290	Five years
	6	£78,195	Five years
	7	£83,100	Five years
	8	£88,000	

* For joint appointment consultants with these years of seniority on transition, these pay thresholds are for transitional purposes.

Annex B - Basic Salary And Payment For Additional Programmed Activities For Joint Appointment Consultants Appointed on or After 15 January 2004

1. This Schedule applies to all joint appointment consultants appointed on or after 15 January 2004 and before 01 April 2004. For these purposes, the date of appointment will be regarded as the date on which the post was offered¹
2. For consultants subject to this Schedule, progression through pay thresholds will be on the anniversary of appointment, subject to being continuously employed under these terms and conditions of service

Pay Uplift

3. All the rates of pay set out in this Schedule are at 2003/04 rates. The rates will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants, except as provided for in paragraph 4. The rates will be uplifted from 1 April.
4. 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 Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Any uplift will be translated to joint appointment consultant salaries by the Clinical Academic Staff Salaries Committee.

Basic Pay And Pay Thresholds

5. On commencement, the value of basic salary – and of payments for any additional Programmed Activities – will normally be the first of the thresholds set out in Table 1.

Table 1: Pay Thresholds

Threshold	Period spent on each threshold	Basic salary (full-time) (2003/04)	Payment for one additional Programmed Activity	Annual payment for one additional Programmed Activity per week
1	One year	£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	Five years	£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

¹Annex B For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given.

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6. Basic salary on commencement will be set at a higher threshold to reflect any relevant experience or time spent in training, in accordance with paragraphs 5 to 7 of Annex A.
7. Joint appointment consultants will become eligible for additional pay thresholds at the intervals set out in Table 1 on the anniversary of appointment.
8. The value of pay thresholds for part-time joint appointment consultants will be pro-rata to the levels in Table 1, based on the number of agreed weekly Programmed Activities in the joint appointment consultant's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time joint appointment consultants.
9. Where a joint appointment 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 Table 1. Where a joint appointment 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 (or their agreed replacement).

Annex C – Extra Programmed Activities And Additional Professional Capacity

1. Where a joint appointment consultant intends to undertake private practice other than such work specified in his or her integrated Job Plan, whether for the HPSS, for the independent sector, or for another party, the provisions in this Annex will apply.
2. Where a joint appointment consultant intends to undertake such work:
 - the joint appointment consultant will first consult with his or her responsible managers;
 - employing organisations may, but are not obliged to, offer the joint appointment consultant the opportunity to carry out up to one additional Programmed Activity per week on top of the standard commitment set out in the integrated Job Plan subject to the provisions in paragraph 5 for consultants who held a maximum part-time contract at the time of transfer to the new contract ;
 - both the University and the HPSS employer(s) may each offer additional Programmed Activities, but the joint appointment consultant will not be expected to undertake, on average, any more than one additional Programmed Activity per week to meet the relevant criterion for pay thresholds. The integrated job planning process should be used to agree for which employing organisation any additional Programmed Activities should be undertaken;
 - additional Programmed Activities may be offered on a fixed basis, but where possible employing organisations will offer them on a mutually agreed annualised basis, as part of the integrated job planning process. Where joint appointment consultants prospectively agree to additional Programmed Activities these will be remunerated;
 - normally, employing organisations will put any such offer to the joint appointment consultant at the annual Job Plan review but, unless they and the joint appointment consultant agree otherwise, no fewer than three months in advance of the start of the proposed additional Programmed Activities, or six months in advance where the work would mean the joint appointment consultant has to re-schedule external commitments;
 - there will be a minimum notice period of three months for termination of these additional activities. If a joint appointment consultant ceases to undertake Private Professional Services, he/she may relinquish the additional Programmed Activity subject to a similar notice period;
 - employing organisations will give all appropriately qualified joint appointment consultants an equal opportunity to express an interest in undertaking additional activities for which they are qualified. Any offer or acceptance should be made in writing;
 - full-time joint appointment consultants who are currently working the equivalent of 11 or more Programmed Activities and agree as part of the integrated job planning process, that the same level of activity should form part of their integrated Job Plan under the new contract will not be expected to offer any additional work on top of this;

- part-time joint appointment consultants who wish to use some of their non-contracted time to do private practice will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
3. If a joint appointment consultant declines the opportunity to take up any additional Programmed Activities that are offered in line with the provisions above, and the joint appointment consultant subsequently undertakes remunerated clinical work as defined above, this will constitute one of the grounds for deferring a pay threshold in respect of the year in question. If another consultant in the group accepts the work, there will be no impact on pay progression for any consultant in the group.
 4. The provisions in this Annex are without prejudice to the possibility that the joint appointment consultant and employing organisations may wish to agree additional extra Programmed Activities above the levels provided for in paragraph 2 up to the maximum level consistent with the Working Time Regulations
 5. For the first year under these terms and conditions (2004/5), the number of extra Programmed Activities that the employing organisations may offer, for the purposes of the provisions above, to consultants who held a maximum part-time contract at the time transfer will not exceed and average of one extra Programmed Activity every two weeks. As provided by paragraph 4 above, this does not preclude the possibility of arranging additional Programmed Activities by mutual agreement.

Annex D - Criteria For Pay Thresholds

1. Following the annual integrated Job Plan review, the managers who have conducted the review will report the agreed outcome to the [Dean] and the Chief Executive of the HPSS employing organisation, copied to the joint appointment consultant, setting out for the purposes of decisions on pay thresholds whether the joint appointment consultant has:
 - made every reasonable effort to meet the time and service commitments in the integrated Job Plan;
 - participated satisfactorily in the joint appraisal process;
 - participated satisfactorily in reviewing the integrated Job Plan and setting personal objectives;
 - met the personal objectives in the integrated Job Plan, or where this is not achieved for reasons beyond the joint appointment consultant's control, made every reasonable effort to do so;
 - worked towards any changes identified in the last integrated Job Plan review as being necessary to support achievement of the substantive employer's, or the honorary employer's objectives;
 - taken up any offer to undertake additional Programmed Activities that either employer has made to the joint appointment consultant, under the provisions of Annex C;
 - met any standards of conduct, required by either employer, governing the relationship between private practice and contractual commitments.
2. The Dean and Chief Executive of the HPSS Trust, informed by the joint job planning recommendation, will decide each year whether the joint appointment consultant has met the criteria.
3. Where one or more of the criteria are not achieved in any year, the Dean and Chief Executive of the HPSS Trust will have the discretion to decide where appropriate, for instance because of ill health, that the joint appointment consultant should nonetheless be regarded as having met the criteria for that year.
4. Joint appointment consultants should not be penalised if objectives have not been met for reasons beyond their control.
5. It will be the norm for joint appointment consultants to achieve pay progression. Pay progression may only be deferred where the joint appointment consultant has not met the specified criteria at paragraph 1 of this Annex. Employing organisations cannot introduce any new criteria. For instance, pay progression cannot be withheld or delayed on the grounds of the employing organisation's financial position. Nor would it be acceptable for employing organisations to use any system of quotas for pay progression.

6. A joint appointment consultant has the right of appeal against a decision by the employers that he or she has not met the criteria in respect of any given year. In the event of an appeal, it will be the responsibility of the employers to show why this decision was taken. The agreed appeal process will apply.

Annex E – Facilitation And Appeals Framework

1. This Annex sets out a nationally agreed Framework¹ for Facilitation and Appeals in the case of disputes arising from the integrated job planning process or decisions about pay progression joint appointment consultant. The Framework embodies the principle of joint working recommended in the Follett report.

National Framework

2. Where it has not been possible to agree an integrated Job Plan, or a joint appointment consultant disputes a decision that he or she has not met the required criteria for a pay threshold in respect of a given year, a facilitation procedure and an appeal procedure are available.

Facilitation

3. The joint appointment consultant, or (in the case of a disputed Job Plan) the University manager or the clinical manager, may refer the matter either to the Dean (if the dispute is around a University activity) or Medical Director of the HSS Trust (if the dispute is around an HPSS activity). If the Dean or Medical Director is one of the parties to the initial decision, the referral will be to an appropriate, designated other person who, in the case of the Medical Director, must be an agreed designated medical manager. Where a joint appointment consultant is employed by more than one HPSS organisation a designated employer will take the lead. The purpose of the referral will be to reach agreement if at all possible.
4. The process will be that:
 - the joint appointment consultant or either manager makes the referral in writing within two weeks of the disagreement arising;
 - the party making the referral will set out the nature of the disagreement and his or her position or view on the matter;
 - where the referral is made by the joint appointment consultant, the managers responsible for the integrated Job Plan review, or for making the recommendation as to whether the criteria for a pay threshold have been met, will set out the employing organisations' agreed position or view on the matter;
 - where the referral is made by either the University manager or the clinical manager, the joint appointment consultant will be invited to set out his or her position or view on the matter;
 - the Dean, working with the Medical Director, or other agreed designated medical manager will convene a meeting, normally within four weeks of receipt of the referral, with the joint appointment consultant and the responsible managers to discuss the disagreement and to hear their views;

¹Annex E Local guidelines may be agreed to supplement this Framework.

Deleted:

- if agreement is not reached at this meeting, the Dean and Medical Director will jointly decide the matter (in the case of a decision on the integrated Job Plan) or make a recommendation (in the case of a decision on whether the criteria for a pay threshold have been met) to the Vice Chancellor and Chief Executive of the HSS Trust, and inform the joint appointment consultant and the responsible managers of that decision or recommendation in writing;
- in the case of a decision on whether the criteria for a pay threshold have been met, the Vice Chancellor and Chief Executive of the HPSS Trust will inform the joint appointment consultant, the Dean and Medical Director and the responsible managers of their decision in writing;
- if the joint appointment consultant is not satisfied with the outcome, he or she may lodge a formal appeal under this procedure.

Formal appeal

5. A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the facilitation process. A formal appeal will be heard by a panel under the procedure set out below.
6. An appeal shall be lodged in writing with the Vice Chancellor and Chief Executive of the HSS Trust, as soon as possible, and in any event within two weeks of the outcome of the facilitation process being formally advised to all parties. The appeal should set out the points in dispute and the reasons for the appeal. The Vice Chancellor and HPSS Chief Executive, will, on receipt of a written appeal, convene an appeal panel to meet within four weeks of receipt of a written appeal. The Vice Chancellor and Chief Executive of the HPSS Trust may delegate operational procedures as appropriate, but they retain overall responsibility for the appeal.
7. The membership of the panel will be:
 - i) a chair nominated by the University;
 - ii) a representative nominated by the HSS Trust;
 - iii) a representative nominated by the joint appointment consultant;
 - iv) a member chosen by the University and HPSS Trust from a list of individuals approved by the DHSSPSNI and the BMA and BDA. which will also be used for job planning appeals for HPSS consultants. The list will also include a number of joint appointment consultants and other University employees nominated by the University. The DHSSPSNI will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised to the first representative from the list, one alternative representative will be chosen. The list of individuals will be regularly reviewed.
 - v) a member chosen by the joint appointment consultant from the list described at sub-paragraph iv) above of individuals approved by the DHSSPSNI and the BMA and BDA. The process will be identical to that described at sub-paragraph iv) above and if an objection is raised one alternative representative will be chosen.

8. No member of the panel should have previously been involved in the dispute.
9. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party one week before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. The employers will jointly present their case first explaining the agreed position on the integrated Job Plan, or the reasons for deciding that the criteria for a pay threshold have not been met.
10. The joint appointment consultant may present his or her own case, or be assisted by a work colleague or trade union or professional organisation representative who is not a member of the appeals panel. Legal representatives acting in a professional capacity are not permitted.
11. Where any party or the panel requires it, the appeals panel may hear expert advice on matters specific to a speciality.
12. It is expected that the appeal hearing will last no more than one day.
13. The appeal panel will make a recommendation on the matter in dispute in writing to the Vice Chancellor and Chief Executive of the HPSS Trust normally within two weeks of the appeal having been heard and this will normally be accepted. The joint appointment consultant should see a copy of the recommendation. The Vice Chancellor and Chief Executive will make the final decision and inform all the parties in writing.
14. No disputed element of the integrated Job Plan will be implemented until confirmed by the outcome of the appeals process. Any decision that affects the salary or pay of the joint appointment consultant will have effect from the date on which the joint appointment consultant referred the matter to facilitation or from the time he or she would otherwise have received a change in salary, if earlier, or as determined by the appeals process.

Annex F - Premium Time

1. The following provisions will apply to recognise the unsocial nature of work contracted in Premium Time, either for the substantive employer or the honorary employer(s), and the flexibility required of joint appointment consultants who work at these times as part of a more varied overall working pattern.

Scheduled Work

2. For each Programmed Activity contracted during Premium Time there will be a reduction in the timetable value of the Programmed Activity itself to three hours or a reduction in the timetable value of another equivalent Programmed Activity by one hour, subject to a maximum reduction of three hours per week. i.e the reduction in the timetable value of another programmed activity in respect of four hours of direct clinical care activity during premium time must be made from a direct clinical care programmed activity.
3. If, by mutual agreement, a Programmed Activity in Premium Time lasts for four hours or more, an equivalent enhancement to payment may be agreed.
4. Where a Programmed Activity falls only partly in Premium Time, the reduction in the timetable value of this or another equivalent Programmed Activity will be on an appropriate pro-rata basis. If an enhancement to payment is made, this will be applied to the proportion of the Programmed Activity falling within Premium Time.

Unpredictable Emergency Work Arising From On-Call Duties

5. In assessing the number of Programmed Activities needed to recognise unpredictable emergency work arising from on-call duties, three hours of unpredictable emergency work done in Premium Time will be treated as equivalent to one Programmed Activity. The provisions of paragraph 3 may also apply. Employers will agree jointly the number of Programmed Activities to be allocated for emergency work arising from on-call duties with the joint appointment consultant as part of the integrated job planning process.

Work In Premium Time Exceeding Three Programmed Activities Per Week

6. The foregoing provisions are designed to cover situations where work in Premium Time is up to the equivalent of three Programmed Activities per week on average. Where work during Premium Time exceeds this average, the employers and the joint appointment consultant will agree appropriate arrangements.

DEFINITIONS

Emergency work: Predictable emergency work: this is emergency work that takes place at regular and predictable times, often as a consequence of a period of on-call work (e.g. post-take ward rounds). This should be programmed into the working week as scheduled Programmed Activity.

Unpredictable emergency work arising from on-call duties: this is work done whilst on-call and associated directly with the consultant's on-call duties (except in so far as it takes place during a time for scheduled Programmed Activities), e.g. recall to hospital to operate on an emergency basis.

Private Professional Services (also referred to as "private practice"): such services as include:

- the diagnosis or treatment of patients by private arrangement (including such diagnosis or treatment under Article 31 of the Health and Personal Social Services (Northern Ireland) Order 1972), excluding fee paying services as described in Schedule 10 of the terms and conditions
- work in the general medical, dental or ophthalmic services under Part IV of the Health and Personal Social Services (Northern Ireland) Order 1972 (except in respect of patients for whom a hospital medical officer is allowed a limited "list", e.g. members of the hospital staff).

Programmed Activity: a scheduled period, nominally equivalent to four hours, during which a consultant undertakes Contractual and Consequential Services.

Premium Time: any time that falls outside the period 07:00 to 19:00 Monday to Friday, including any time on a Saturday or Sunday.