

**GUIDANCE NOTES FOR THE EMPLOYMENT OF
JOINT APPOINTMENT CONSULTANTS**

November 2004

Schedule 23

Guidance Notes For The Employment Of Joint Appointment Consultants within HPSS

Preamble

- i) This guidance applies to all HPSS Joint Appointment Consultants. It is intended to inform both the HSS employing organisation and University employer in the management of a joint appointment consultant who is employed on comparable terms to the Consultant Terms and Conditions of Service (Northern Ireland) 2004.
- ii) Associated documentation is set out below:

Document	Purpose
Joint Appointment Consultant - Principles for Applying the Consultant Contract	A policy document setting out principles for applying the HPSS consultant contract to joint appointment Consultants in Northern Ireland. The document was agreed between the DHSS&PS, the NICC, MASC(NI), the Universities and Colleges Employers Association and the HPSS Employers. This document does not in itself form part of the contract documentation, but its agreed principles have underpinned the development of the contract documentation for joint appointments.
Joint Appointment Consultant Contract (NI) Suggested Clauses	Agreed clauses that should be incorporated into the substantive contract issued to a joint appointment (normally by a University). These clauses enable parity with the HPSS pay arrangements to be achieved.
Consultant Terms and Conditions of Service (NI) 2004	The Terms and Conditions, associated with the consultant contract, were agreed between NICC, the HPSS Employers and DHSS&PS in March 2004. This document forms the basis for the employment of HPSS consultants and applies to joint appointment contract holders, subject to the provisions of Schedule 23 of the Terms and Conditions.

- iii) The special nature of the joint appointment consultant's job derives from its two major components, academic and clinical, which are of equal importance and together make up the integrated workload. The integrated commitments require the joint appointment consultant to give equal priority to University and HPSS activity within a contractual framework that supports flexible working practices.

- iv) The contract documentation for joint appointment consultants has been agreed in the spirit of joint working between stakeholders. The two parts of the contract and this guidance are based on the agreed 'Joint Appointment Consultant – Principles for Applying the Consultant Contract' and the principles in the recommendations of the Follett report¹. In particular:
- HPSS and University organisations involved in medical education and research should be 'working together to integrate separate responsibilities'; and
 - Universities and HPSS bodies should formally make all joint appointment consultants fully aware to whom they are accountable for the separate facets of their job.
- v) These principles are embodied in the concept of job planning and the single integrated Job Plan that will be agreed for a joint appointment consultant. The integrated job planning process ensures that all stakeholders have clarity about the duties that have been agreed for an individual joint appointee. The integrated process also ensures joint working between the University and the HPSS employers.

¹ "A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001.

Appointment

1. All appointments should be made jointly by the employers having regard to guidance on joint recruitment to be issued by UCEA. This guidance is based on the key Follett report recommendation² that:
 - the job descriptions for new and replacement Joint Appointment consultant posts with academic and clinical duties should be jointly prepared and formally agreed by both partners prior to advertisement.
2. In order to serve in the HPSS, a joint appointment consultant must be included on the appropriate registers held by the General Medical Council or the General Dental Council, and hold a valid license to practice.
3. On appointment a jointly agreed induction programme should be arranged by the employing organisations.

Joint Appointment Consultants Employed By More Than One HPSS Organisation

4. In some cases a joint appointment consultant may undertake work for a number of HPSS organisations under the provisions of their contract. Where this is the case:
 - (i) a lead HPSS employer should hold the HPSS joint appointment contract and represent all the HPSS organisations involved for the purposes of the integrated Job Plan review;
 - (ii) it should be clear from an individual's joint appointment contract that he or she is expected to undertake work for other employers. To ensure this, the duties for all HPSS employers, including locations, should be specified in the integrated Job Plan;
 - (iii) it should be clear at all times where liability falls (i.e. which HPSS organisation will take responsibility under the Clinical Negligence Scheme for Trusts); and
 - (iv) the other HPSS organisations should agree to indemnify the lead employer for any losses or liability that the lead employer might otherwise incur as a result of negligence. These indemnities could be given in correspondence, or an appropriately worded Service Level Agreement signed by all the HPSS employers involved.

² "A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001.

Duties And Responsibilities

5. All duties for joint appointment consultants should be expressed as Programmed Activities in the integrated Job Plan. A Programmed Activity is a period of activity, typically equivalent to 4 hours' work, although in some cases activities will be included in the integrated Job Plan as part Programmed Activities³. A full-time joint appointment consultant will normally be contracted for a total of 10 Programmed Activities per week.
6. All of a joint appointment consultant's duties involving Direct Clinical Care should be included in a work schedule that will normally cover a week, or a number of weeks. For some activities, such as research, other academic activities and emergency work while on-call, that are often undertaken at irregular times, the Programmed Activity may be a prospective estimate of the amount of time that will be allocated to these duties over a longer period of time. It is recognised that some activities, such as research, may be undertaken in a flexible way. Where a joint appointment consultant finds that in practice the amount of time worked on a particular activity differs from the number of Programmed Activities allocated to it, the integrated job planning process will be used to address this. Programming of duties should ensure compliance with the Working Time Regulations.
7. Direct Clinical Care duties include, but are not limited to:
 - a dental teaching clinic where patients are treated under the direct supervision of the joint appointment consultant as part of the patient's ongoing clinical care, or where organised for dental teaching.
 - a medical outpatient clinic where patients are treated as part of their ongoing clinical care, with students in attendance.

Job Planning

8. The duties of a joint appointment consultant will be set out in a single, integrated Job Plan. The integrated Job Plan will cover all of the joint appointee's professional duties. Although the integrated Job Plan may be agreed with a lead HPSS employer acting on behalf of a number of HPSS organisations, the Job Plan will include duties undertaken for all HPSS organisations. The integrated Job Plan will be expressed in terms of Programmed Activities.
9. A provisional integrated Job Plan should be jointly agreed between the HPSS and University employers in advance of the formal job planning meeting. In most cases a representative of both employers will be present at a Job Plan meeting. However, in exceptional cases and with the agreement of all parties, one individual may represent both employers and agree the integrated Job Plan with the joint appointee.
10. The integrated Job Plan must be reviewed at least annually and any party may propose amendment at any time.

³ Note also that the length of Programmed Activities may be varied where they are undertaken during Premium Time.

11. In line with the key recommendations of the Follett report, a joint appointee's management and accountability arrangements for both employers should be set out in the integrated Job Plan.
12. Joint Appointment Consultants will not be expected to carry out work that has not been agreed in the job plan.
13. Detailed guidance on job planning is available at www.dhsspsni.gov.uk/hpss/hrd.

Job Planning Flexibilities

14. The contractual arrangements for joint appointment consultants allow, by agreement between joint appointment consultants and employers, for flexible timetabling of commitments over a period. Flexible timetabling (annualisation) could help meet varying service needs by allowing adjustment to working patterns at different times of the year and facilitate 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; and/or
 - consultant of the week arrangements.
15. The allocation of programmed activities for a full time joint appointment consultant for Direct Clinical Care and Supporting Professional Activities will typically be divided equally between the HPSS and the University. However there will be scope for agreed local variation of the Job Plan to take account of individual circumstances and University or HPSS service needs; for example, in terms of management, research and development and teaching duties. The proportion of Programmed Activities allocated to Direct Clinical Care compared with Supporting Professional Activities will typically be 3 to 1. There are flexibilities in the contract to agree a different ratio for individual joint appointment consultants. Supporting Professional Activities will need to be available from both HPSS and University Employers to allow the Joint Appointment Consultant to undertake those Supporting Professional Activities which are specific to each employment.

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Facilitation And Appeals

16. Where a dispute arises from the integrated job planning process or decisions about pay progression, a joint appointment consultant will be entitled to an appeal, subject to facilitation having failed. Any appeal will be jointly conducted by both employers, and the appeals panel will include representation from both employers and a representative acting on behalf of the consultant. An Appeals Framework is set out at Annex E of the Joint Appointment Consultant Contract.

On-call

17. Joint appointment consultants can agree to participate in an on-call rota as part of their duties under their joint appointment contract. Participation in an on-call rota will attract a pay supplement, as defined in the contract of employment and Schedule 17 of the Consultant Terms and Conditions of Service (NI) 2004.

Additional Programmed Activities

18. Joint appointment consultants may agree to undertake additional Programmed Activities on behalf of either employer. If they do so, these will be remunerated at the standard HPSS rate applicable to the time of day. The University will not require Joint Appointment consultants to undertake any additional programmed activities in the completion of their academic work.
19. In some cases, where it is agreed with both employers and the Joint Appointment Consultant, all additional Programmed Activities may be contracted for with one employer.

Additional Programmed Activities And Additional Professional Capacity

20. Where a Joint Appointment consultant undertakes privately remunerated work outside the terms of his or her contract that has not been expressly agreed in the integrated Job Plan, he/she may be asked by either employer to undertake one additional Programmed Activity. The employer responsible for reimbursing this additional activity should be agreed between the employers prior to engagement with the individual consultant. In the above circumstances, agreeing to undertake an additional Programmed Activity, if asked to do so, will form part of the criteria for pay progression. Where an additional Programmed Activity is undertaken it will be remunerated at the standard HPSS rate applicable to the time of day.
21. Either employer may offer additional Programmed Activities to a joint appointment consultant under the private practice rules referred to in paragraph 20. The split of any agreed additional Programmed Activities that are to be undertaken for either employer will be agreed as part of the integrated job planning process. Where a full-time joint appointment consultant who is currently working the equivalent of 11 Programmed Activities or more transfers to the new contract and it is agreed that the same level of activity should form part of their integrated Job Plan under the new contract, he/she will not be expected to offer any additional work on top of this.

Fee Paying Services

22. Where any separate duties for which fees are payable are undertaken explicitly on behalf of either employer, the conditions applying to such work will be agreed between the employers and the joint appointment consultant. For all other Fee Paying Services the provisions of Schedule 10 of the Consultant Terms and Conditions of Service (NI) 2004 will apply.

Intellectual Property

23. It is recognised that both HPSS organisations and academic institutions have policies relating to intellectual property rights. These procedures will be in line with any agreed documentation on the management of Intellectual Property produced by the HPSS or the University. There should be a local agreement between the employers and the joint appointment consultant concerning the intellectual property rules that will apply to a particular job, or research project, where the development of intellectual property may occur as a result of both parts of a joint appointment consultant's duties. Local agreements will also address any potential conflicts between the policies of HPSS organisations and academic institutions.

Research Governance

24. Joint appointment consultants are expected to comply with their employers' procedures for research governance. Local agreements will also address any potential conflicts between the policies of HPSS organisations and academic institutions.

Basic Salary

Commencement Of Service

25. In setting starting salary employers are expected to take into account all previous HPSS service in the consultant grade and any equivalent experience in another EEA member-state. Employers may also, at their discretion, take into account service outside the HPSS, for example including:
- service outside the EEA;
 - voluntary service;
 - service in the independent sector;
 - service in HM armed forces; and
 - employment in an academic institution other than that subject to the current contract

Salary should be agreed between both employers. The employer organisations should credit starting salary with additional 'seniority' to take account of any relevant (equivalent) experience and retain discretion to take account of any relevant academic qualifications.

Pay Uplift

26. A Joint Appointment Consultant contract is based on parity in arrangements with the HPSS, and a joint appointment's basic salary is linked to the pay scale for substantive

HPSS consultants. The rates of pay, including pay thresholds and consequential rates of payment for additional Programmed Activities, will be uplifted in line with that for HPSS consultants. The rates will be uplifted from 1 April.

27. 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).

Recruitment or Retention Premia

28. The University and HPSS employers may jointly agree to pay either a recruitment or a retention premium. Any such payments will be agreed as part of the offer of contract. Payments may be made as a single sum, or on a recurrent basis, but for a time limited period. If the latter, the period in question will not typically last for more than four years. Such premia will not exceed more than 30% of the normal starting salary for a consultant post.

Pay Progression

29. Representatives of both employers will jointly agree decisions on pay progression. Pay progression will be in accordance with Schedule 15 of the Consultant Terms and Conditions of Service (NI) 2004. Neither employer will be able to add additional criteria.
30. As with disputes arising from job planning, a joint appointment consultant will be entitled to appeal against a decision on pay progression. Such an appeal can be lodged with either employer.

Pay Supplements

Premium Time

31. The provisions relating to contracted work undertaken in Premium Time are contained in Schedule 7 of the Consultant Terms and Conditions of Service (NI) 2004.

On-call Availability Supplements

32. On-call availability supplements will also be payable in accordance with Schedule 17 of the Consultant Terms and Conditions of Service (NI) 2004.

Distinction Awards, Discretionary Points (or their agreed replacement)

33. Joint appointment consultants will continue to be eligible for HPSS Distinction and Meritorious Service Awards and Discretionary Points (or their agreed replacement).

Pension

34. Joint appointment consultants who are continuing contributors to the HPSS Superannuation Scheme retain the option to contribute to the Universities Superannuation Scheme or to remain in the HPSS Superannuation Scheme, subject to the terms of that scheme.
35. The HPSS Superannuation Scheme is a final salary scheme with benefits based on the best of the last three years' pensionable pay. The following will be pensionable in the HPSS Superannuation Scheme:
- the joint appointment's basic salary (up to ten Programmed Activities), including pay thresholds;
 - enhancements to basic salary by way of any discretionary points or distinction awards (or their agreed replacement)(;
 - any on-call availability supplement;
 - fees for domiciliary visits not undertaken during Programmed Activities.
36. The following will not be pensionable in the HPSS Superannuation Scheme:
- travelling, subsistence, and other expenses paid as a consequence of the consultant's work for the employing organisation or the wider HPSS;
 - any recruitment or retention premium;
 - any payments for additional Programmed Activities;

Annual and Special Leave

37. Annual leave entitlement for joint appointment consultants will be determined by both employers, but should be no less favourable than those agreed for substantive HPSS consultants. HPSS consultants normally receive 6 weeks' annual leave, with an extra two days' leave awarded in recognition of sustained commitment to the HPSS for consultants with more than seven years' seniority.
38. From April 2005, joint appointment consultants, like substantive HPSS consultants, will become entitled to an extra 2 days leave which will replace 2 existing statutory days which HPSS consultant staff currently receive. The 2 statutory days being replaced are the day taken as July 13, and the third day at Christmas. This will give all consultants with less than seven years seniority 6 weeks and 2 days of annual leave a year from April 2005, plus 10 public holidays. Consultants with more than seven years seniority will have an entitlement to 6 weeks and 4 days of annual leave from April 2005 plus 10 public holidays.
39. Arrangements for study, sabbatical and other kinds of leave must be agreed by both employers following appropriate consultation

40. Where a joint appointment consultant intends to take annual leave, the timing should be agreed in advance with an employer where it will affect contractual duties. Annual leave will not be unreasonably withheld by either employer. Wherever possible, provisions for taking annual leave will be agreed as part of the integrated job planning process.

Disciplinary Matters

41. Wherever possible, any issues relating to conduct and competence should be identified and resolved without recourse to formal procedures. Where disciplinary action is taken against a joint appointment consultant, the disciplinary procedures used will be determined by which employer initiated the action.
42. Should either employer contemplate taking disciplinary action against a joint appointment consultant, the joint appointment consultant should be given the opportunity to respond to the matter raised as part of the preliminary investigation. If it is deemed necessary to proceed to a disciplinary hearing, the initiating employer should inform the other joint employer (or the lead employer if a joint appointment consultant holds contracts with more than one HPSS employer) and keep them informed at all stages of the process.
43. Should either employer terminate the contract, this may have implications for the other contracting employer.

Termination Of Contract

44. Should either employer choose to terminate their contract with the individual, there should be a review of the other employing contract.