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P 03010

PRIME MINISTER

HEALTH

Meeting of Ministers 8 February 1988

Note by the Cabinet Office, 5 February

#### DECISIONS

This meeting is to discuss how to take forward the review of the NHS. The main purpose is to take decisions not on substance, but on the immediate programme of work for the Ministerial group.

2. In particular you may want to commission papers for the next meeting. The Cabinet Office note suggests possible further work on:

- facts about what the NHS provides, its efficiency, comparisons with the private sector and other countries;
- particular problems, such as how to get more information about costs, and how to introduce more competition and patient freedom of choice;
- possible structures designed to introduce more competition into the NHS. The Cabinet Office note sets out some options, broadly in order of the degree of innovation which they would entail.

#### BACKGROUND

3. At the last meeting on 27 January it was agreed that the group should take a fundamental look at the National Health Service and health care. The issues to be considered first were those related to costs, structure and the medical profession. Increases in financing could not be considered until there was confidence that

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the system was cost-effective. You asked the Cabinet Office to co-ordinate a note for the next meeting proposing how the group should proceed in tackling the issues. The note of 5 February is the result. It has been cleared with the Chancellor of the Exchequer and Mr Moore.

Flag A

## ISSUES

### What the problem is

4. The Cabinet Office note outlines the main problems of the NHS which the Group intends to tackle. You may wish to check that there is general agreement with this summary.

### Factual papers

5. The Cabinet Office note goes on to suggest that the group might commission factual papers on the matters listed in paragraph

6. These are preliminary pieces of work, aimed at finding out:

- a. what expenditure on the NHS actually buys;
- b. what information is available about NHS costs and what differences within the NHS it discloses;
- c. what can be learned from comparisons with the private sector and other countries;
- d. how division of patient care is divided up between the different parts of the NHS, and between the NHS and local authorities;
- e. what consultants' contracts say.

6. You will probably want to commission factual papers on all these aspects, and any others suggested by members of the group. The papers might be prepared by the DHSS, but co-ordinated by the Cabinet Office. It would be helpful to have any guidance which the Group can offer on priorities. For instance, the paper

*Nurses etc  
Profession in consultation*

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setting out what information is available about NHS costs seems fundamental to the exercise and you may want to ask for it to be one of the items discussed at the next meeting.

Particular aspects of NHS problems

7. Building on these factual papers, the Cabinet Office note suggests that Ministers might consider papers discussing how particular aspects of NHS problems could be tackled. None of these papers on their own will provide a complete answer to the problems of the NHS, but by looking at them from different angles they may help Ministers to put together a coherent approach. The particular topics suggested are:

- a. the provision of information to patients and health managers;
- b. the introduction of financial incentives and proper budgeting;
- c. the scope for more charging;
- d. ways of introducing greater competition
- e. ways of developing the role of the private sector;
- f. how to promote patient freedom of choice;
- g. what should be done about consultants' contracts and other restrictive practices.

8. Here again, the papers could be prepared by Departments and be co-ordinated by the Cabinet Office. They represent a substantial volume of work which cannot all be completed for the next meeting and the Group may wish to consider which papers should have priority. This will depend on how the discussion goes; but if there is general agreement with the theme of the paper, which is

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Sir Roy  
Griffiths'  
paper  
(page 1)  
is a helpful  
starting point.

PKCB.

the need for some form of market mechanism, you may wish to commission papers for the next meeting on:

- ways of introducing greater competition into the NHS;
- how to give patients greater freedom of choice.

Some possible structures

9. Finally, looking at the picture as a whole, the note suggests some possible structures for the NHS to give effect to the need for the introduction of market disciplines. They are grouped into three broad categories:

- a. those that would introduce more market mechanism into the existing structure;
- b. those that would make radical changes in the existing structure, while still leaving the NHS mainly tax-financed; and
- c. those that would give a greatly expanded role to private care and private finance.

10. The structures described are only examples, and it may be too early for the Group to consider them. You will want to judge how to deal with this in the light of the discussion.

- a. One possibility would be to ask for a particular structure to be worked out in more detail in order to help focus discussion (eg the concept of Health Maintenance Organisations in paragraph 12 of the note).
- b. Another approach would be to ask for a paper illustrating what might be achieved within different timescales. As the note indicates, there are changes which could be made now within the existing structure of the NHS, which could pave the

*I think it might be better to focus on the para. 5+7 issues here. p. 16.*

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way for more radical changes later. You might find it helpful to have this set out rather more fully.

Timing

11. You might suggest another meeting of the group in about a fortnight, and ask for papers to be prepared to fit in with that timetable.

12. You will probably want to postpone, until the picture becomes clearer, any consideration of the timetable for the exercise as a whole and of how the outcome should be made public.

*R.T.J.*

R T J WILSON  
Cabinet Office  
5 February 1988

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## DEPARTMENT OF HEALTH AND SOCIAL SECURITY

To: Regional Health Authorities )  
 Area Health Authorities ) for action  
 Boards of Governors )  
 Community Health Councils - for information

November 1979

## PAY AND CONDITIONS OF SERVICE

## CONTRACTS OF CONSULTANTS AND OTHER SENIOR HOSPITAL MEDICAL AND DENTAL STAFF

## SUMMARY

This memorandum notifies arrangements for introducing amendments which have been agreed to the contracts of consultants and other senior hospital medical and dental staff, and modifications to the distinction awards system.

## GENERAL

1. The Joint Negotiating Committee for Hospital Medical and Dental Staff (and in the case of paragraph 17 the Joint Negotiating Body for Doctors in Community Medicine and the Community Health Service) have agreed that the changes set out in this circular shall take effect from 1 January 1980 ('the effective date').

The principal changes are (subject to the further provisions of this memorandum):

- i. maximum part-time consultants to be paid 10/11 of the whole-time salary;
- ii. whole-time consultants to have an opportunity to engage in a limited amount of private practice;  
and
- iii. the 9-session part-time contract to be reintroduced.

## MAXIMUM PART-TIME CONTRACT

2. As hitherto, consultants who are appointed to whole-time posts will be able to exercise the option of a maximum part-time contract, on the terms agreed between the Government and the Joint Consultants' Committee in 1955 and 1961 (Appendix to HM(66)14 attached at Annex A).

From the effective date:

- i. all future holders of maximum part-time contracts will receive 10/11 of the whole-time salary on the basis that their NHS commitment will occupy substantially the whole of their professional time and that they will undertake a minimum work commitment equivalent to 10 NHDs; and
  - ii. all existing maximum part-time consultants will qualify for the 10/11 payment if the authority are satisfied that the consultants are already undertaking such a workload, or they agree to do so.
3. i. Exceptionally, those existing maximum part-timers who do not wish to take on such an extra commitment should be able, if they give notice within 3 months from the effective date, to change to a 9 session part-time contract.

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ii. Existing holders of 9 session part-time consultant contracts whose present work commitment (apart from the obligation on the maximum part-timer described in para 3 of Annex B) satisfies the revised criterion (para 4 below) for a maximum part-time contract or who are prepared to increase their work commitment to satisfy it, may if they give notice in the same period of 3 months change to a maximum part-time contract.

iii. Thereafter any change as at 3(i) and (ii) above would be a matter of agreement between the consultant concerned and his employing authority, subject to the needs of the service.

iv. Any practitioner holding a maximum part-time contract on 31 December 1979 may if he wishes retain it on the personal basis of 9/11 of the whole time salary in payment from time to time.

4. Authorities are accordingly asked to review the contracts of all existing maximum part-time and 9-session part-time consultants in consultation with them on the basis of paragraphs 2(ii) and 3 above. In assessing the work commitment of maximum part-timers and 9-session contract holders wishing to change to maximum part-time they should continue to follow the principles set out in Mrs Castle's letter to Dr Stevenson of 17 April 1975 (copy attached at Annex B). The maximum part-time contract should however incorporate a minimum work commitment equivalent to not less than 10 notional half days covering all the duties of the post and customarily assessed in the flexible way provided for in the terms of service. The process of review will in the majority of cases simply amount to checking readily ascertainable facts. It should be completed so far as practicable by the effective date; where however this is not possible the change should be backdated to the effective date, save only that where an increased work commitment is made by a consultant wishing to change to a 10/11 maximum part-time contract, the increased payment shall be made from a current date.

#### WHOLE TIME CONTRACT

##### (a) *Private Practice*

5. The obligations of the whole-time consultant will remain as at present in respect of commitment and work done. It has been agreed however that from the effective date whole time consultants should be able to undertake a limited amount of private practice, receiving professional fees up to a limit in gross annual earnings from it of 10% of their gross whole time salary (including any distinction award, if applicable) for that financial year. The calculation of the 10% shall exclude any charge payable by a patient to a health authority for the use of NHS facilities.

6. The private practice may be undertaken, within the agreed limit,

i. in the NHS hospitals at which they are contracted to provide a service, on the same terms as those applying to part-time consultants; and

ii. outside those hospitals but in such a way that significant amounts of the consultant's time will not be taken up in travelling to and from private commitments.

7. Whole-time consultants who undertake private practice will accept that their NHS work should receive priority at all times (subject to the consultant's ethical obligation to all his patients when emergencies arise) and that health authorities are entitled to expect no diminution in the level of service to NHS patients as a result of this arrangement. The representatives of the professions have accepted that this extended right to private practice should not be exercised in such a way as to damage working relationships with other NHS staffs. They have formally accepted that the agreed changes relating to whole-timers and maximum part-timers should not bring about any reduction overall in the commitment of consultants to the NHS or in the work done.

8. At the end of each financial year, whole-time consultants will be asked to submit a return indicating that their annual gross income from private practice has not exceeded the 10% limit in that year. Detailed accounts will not normally be required since such a system will work most satisfactorily on the basis of a large measure of trust and confidence between employing authorities and consultants. Exceptionally, however an employing authority considering that they have grounds for seeking fuller information will be entitled to call for and to receive fully audited accounts.

9. Whole-time consultants exceeding the 10% limit for two consecutive financial years will be automatically regraded as maximum part-time at the end of the third year unless, by that time, they can show that they have taken effective steps to reduce their private practice commitments, and this is confirmed by the next earnings return. When a consultant has been regraded in this way he will not be able to exercise an option to return to whole-time status until two consecutive years have passed in which he can show that his private practice earnings have not exceeded the 10% limit. A consultant so regraded will not be eligible to contract for an extra paid session (paragraphs 10/11 below) and if he holds a contract for such a session at the time of regrading it shall be terminated in accordance with paragraph 10 below.

b. *Extra paid session*

10. Whole-time consultants may be contracted for not more than one extra non-superannuable session, paid at the rate of 1/11 of their whole-time salary (excluding merit award if any), the session to be offered at the discretion of the authority in the light of service needs and to be the subject of a separate letter of appointment, subject to review not less often than annually and terminable at three months' notice on either side without formality (ie without recourse to paragraph 190 of the Terms and Conditions of Service).

11. The extra session should be available only in exceptional circumstances and should be in respect of work which is not part of a consultant's normal contractual duties (including his obligations under para 110(a) of the Terms and Conditions of Service) and can be clearly distinguished from them. Examples of such exceptional circumstances might include covering part of the workload arising from the prolonged and unexpected absence of a colleague or a sudden increase in the overall workload. The cover of annual and study leave of colleagues would not count as an exceptional circumstance.

#### PART-TIME CONTRACT

a. *9-session contract*

12. Following the revised definition of the maximum part-time commitment (paragraph 4 above), it has been agreed that authorities should be able to offer part-time contracts up to and including a total of 9 notional half-days.

b. *Extra paid sessions*

13. The part-time consultant with a contract or contracts for nine sessions or fewer may take on extra paid sessions, permanently up to a total of nine and exceptionally a further session to a total of 10 on the same basis as would apply to a whole-time consultant.

#### ADVERTISEMENT OF CONSULTANT POSTS

14. From the effective date, consultant posts should be advertised in such a way that candidates unable for personal reasons to work full-time should be able to apply.

#### STARTING SALARIES

15. In addition to existing provisions, authorities may advertise a consultant post at the maximum of the consultant scale if it has been vacant for at least a year and has been unsuccessfully advertised at least twice. Other consultants whose principal commitment is in the same hospital and specialty as the principal commitment of the advertised post will be entitled when such an appointment is made to be placed upon the maximum of the consultant scale (if they have not yet reached it) from the date of the relevant appointment.

#### OTHER CAREER GRADES

16. Whole-time staff in the grades of medical assistant, assistant dental surgeon and senior hospital medical and dental officer may (i) engage in private practice up to the limit of 10% (Paragraphs 5 to 8 above) and (ii) contract for an extra paid session, on the same basis as whole-time consultants (Paragraphs 10-11 above). If in any financial year a practitioner has exceeded the 10% limit he will be required thereupon to take effective steps to reduce his private practice commitments to within the 10% limit. Part-time staff in these grades with a contract or contracts for 9 sessions or fewer may take on extra paid sessions, permanently up to a total of 9 and exceptionally a further session to a total of 10 on the same basis as whole-time staff (cf Paragraph 13 above).

#### DISTINCTION AWARDS

17. From the effective date, a number of modifications to the distinction awards system will be introduced. Details are at Annex C, but the main provisions are:

- i. Awards will in future be known as distinction and meritorious service awards for consultants, and community physicians.
- ii. Awards will be made in such a way as to achieve a more equitable distribution both between regions and specialties.
- iii. The criteria for making awards will be clarified, and they will make it clear that outstanding service contributions alone can be sufficient reason for recommending an award.
- iv. The Central Advisory Committee on distinction awards will be enlarged by the inclusion of additional members representing the general body of consultants.
- v. The Chairman of the Advisory Committee will consult regional health authorities to ensure that employing authorities are able to put forward recommendations for the consideration of his Committee.



- vi. The confidentiality of the system will be modified to allow the names of holders to be made available to consultants generally within their region.

#### MAXIMUM PART-TIME AND 9 SESSION PART-TIME CONSULTANT CONTRACTS: CONSULTATIVE MACHINERY

18. The Department consider that employing authorities may find it helpful to establish a joint consultative group to consider and give guidance to employing authorities and consultants on any contentious matters of fact or interpretation arising in the changes (paragraphs 2(ii) and 3 above) affecting holders of maximum part-time and 9-session part-time contracts. This group should be available as an informal point of reference for consultants and the authority, and will not be an appeal body, for which see paragraphs 20/21 below.

19. The group should consist of broadly equal numbers of representatives of the employing authority and the Regional Committee for Hospital Medical Services. It will be for employing authorities to decide who should represent them, but there is clear merit in using the expertise of their medically qualified staff as far as possible.

#### APPEALS

20. Where consultation has been exhausted and disagreement persists between the authority and the consultant on the work commitment of a contract, the consultant may use the appeals machinery provided for in Section XXII of the General Whitley Council Terms and Conditions of Service if there is dispute as to whether his existing work commitment satisfies the revised criterion (para 4 above) for a maximum part-time contract.

21. If on appeal the consultant establishes that his workload satisfies the revised criterion for a maximum part-time contract, the authority will pay the 10/11 salary. If he does not establish this point, the authority will pay the 10/11 salary provided he is prepared to make an appropriate additional work commitment. If he was a maximum part-time contract holder on 31 December 1979 he may change to a 9-session part-time contract, or retain a personal 9/11 maximum part-time contract, as provided in paragraph 3 above.

#### MODEL FORMS OF CONTRACT AND JOB DESCRIPTION

22. Attached at Annexes D and E are draft forms of contract for the career grades to replace those in HM(69)88. Authorities are asked to follow these closely in drawing up future contracts and, where appropriate, in amending existing contracts. Also attached (Annex F) is a model form of job description which authorities may find useful for advertising a vacant consultant post.

#### AMENDMENTS TO TERMS AND CONDITIONS OF SERVICE

23. Amendments to the Terms and Conditions of Service are attached at Annex G.

#### REVIEW

24. This agreement will be reviewed jointly by the Health Departments and the professions three years after the effective date.

#### APPROVAL

25. This agreement has been approved by the Secretary of State under Regulation 3 of the National Health Service (Remuneration and Conditions of Service) Regulations 1951 (SI 1951 no 1373) and 1974 (SI 1974 no 296).

#### ACTION

Authorities are asked to put the provisions of this memorandum into operation from the effective date.

From:  
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Eileen House  
80-94 Newington Causeway  
London SE1 6EF  
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B(3)/C175/083

Further copies of this Memorandum may be obtained (by written request wherever possible please) from DHSS Store, Scholefield Mill, Brunswick Street, Nelson, Lancs BB9 0HU. Tel. Nelson (0282) 62411/2 Ext 17, quoting code and serial number appearing at top right-hand corner.

### THE WHOLE-TIME/MAXIMUM PART-TIME OPTION

The following statement was agreed between the Ministry of Health and the Joint Consultants Committee in 1955:

"The Joint Consultants Committees have had recent discussions with the Ministry of Health and the Department of Health for Scotland about whole-time and maximum part-time service for consultants in the National Health Service, and the following is an agreed statement of the position.

It is recognised that some consultants, while prepared to devote substantially the whole of their time to hospital work and to give it priority on all occasions, would prefer a maximum part-time to a whole time contract. Ever since 1948 it has been the Ministry's view that, subject always to the needs of the hospital service, employing Boards should in this matter take into account the circumstances and preferences of the consultants concerned. While there has been no previous statement on this point as regards Scotland the practice in that country has been similar.

Where a new appointment is being made this means that except where the Board decides that the needs of the hospital service (considered in conjunction with those of the local health services where the consultant is to undertake duties on behalf of a local authority) demand a whole-time appointment, the competition should be thrown open to all applicants who are prepared to give substantially the whole of their time to the post, whether they prefer a whole-time or maximum part-time contract. In such a case the successful candidate should not be asked to state his preference until after he has been selected for appointment.

Similarly, if a consultant who is already employed in a whole-time post wishes to transfer to a maximum part-time contract, or vice versa, the Board should before reaching a decision take his circumstances and preferences into account, again subject to the overriding needs of the hospital service.

This statement does not, of course, deal with the many cases where the services of a consultant are needed in the aggregate for only a limited volume of work, and where therefore a part-time appointment would in all cases be appropriate".

The following statement was issued by the Joint Consultants Committee in 1961:

"The Joint Consultants Committee has again discussed with the Ministry of Health the agreement reached a number of years ago that hospital boards should, at the time of making a whole-time consultant appointment, normally offer the option of a whole-time or maximum part-time. The option was agreed on the understanding that consultants so appointed would be "prepared to devote substantially the whole of their time to hospital work and to give it priority on all occasions". By hospital work is meant, of course, all duties that arise from an officer's contract. It is important that the right to exercise this option continues and the Joint Committee reminds consultants of their obligation under it. A hospital board has a right to advertise for a whole-time post without the option, but the board should have adequate reasons for so doing. Under the agreement it can expect as much from him on a maximum part-time contract as on a whole-time contract.

This is a valuable privilege for consultant applicants and, to safeguard its continuance, the Joint Consultants Committee reminds consultants of its terms and their obligation under it.

The same obligations apply to a whole-time consultant who applies in due course to become maximum part-time".



DEPARTMENT OF HEALTH AND SOCIAL SECURITY  
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Dr Derek Stevenson  
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17 April 1975

*Dear Dr Stevenson,*

I refer to our previous correspondence about the existing agreements on the filling of those consultant posts in which the consultant, after appointment, has the option of accepting either a whole-time contract or what is known as a maximum part-time contract.

I have already confirmed - and am pleased to reiterate - that I do not seek to disturb this option agreement made in 1955 and re-affirmed in 1961 and 1969. For my part I am prepared for it to continue to be operated on the basis which has been practised over the years and has been continued without interference during the past year.

My understanding of the long-established practice, which you sought in your letter of 14 March and which I said in my reply I would be prepared to discuss with you, takes account of the reasons underlying the introduction of the agreement in 1955. It is accepted that it represented and still represents a compromise to meet the needs both of the employing authority and of the consultant. The former needs to secure substantially the whole of the consultant's professional time, and the latter accepts this obligation and that of giving priority to his NHS duties on all occasions. However, in interpreting this latter obligation I accept that it can only operate in the light of the consultant's ethical obligation to all his patients when emergencies arise. The other part of the compromise is the need of the maximum part-time consultant to enjoy - within the exercise of his professional judgment - sufficient flexibility in making arrangements to allow him to carry on private patient practice, a right to which the option entitles him (and in return for which he foregoes a part of the aggregate whole-time salary).

The application of this compromise means that a consultant, after accepting a post advertised as "whole-time with the option of maximum part-time" - whichever way he opted to work - agreed with his employing authority the definition of his NHS work. For the maximum part-time contract holder this has incorporated a basis of not less than 9 notional half days customarily assessed in the flexible way provided for in the

terms of service as regards travel time and emergencies - together with additional work which has not always been defined in the same detail. The maximum part-time contract has been expressed in a variety of ways, and in a number of cases it has not been agreed in terms of notional half days. Where it has been so agreed it has normally been 9, but occasionally 10 or 11. The process of assessment should be conducted flexibly so as to provide both that the consultant will give substantially the same service and time overall as he would have done had he opted for a whole-time appointment, and also to allow him to accommodate his other work. Because of a consultant's continuing ethical commitment to his patients it is not customary to define or limit this in terms of a fixed number of hours; thus the consultant's obligation cannot be discharged merely by working a fixed number of hours in a week.

To summarise my view I would endorse that of the then Chairman of the Central Consultants' and Specialists' Committee who wrote in 1955 "the spirit of the agreement is that the difference between a maximum part-time and a whole-time consultant is not the amount of work that either does but the difference of legal relations .... a difference which should normally be determined solely by the wishes of the consultant concerned". Because the former has been, and is, entitled to undertake private patient practice in his case the full programme of his NHS duties has been drawn up more flexibly to meet the needs both of himself and his employing authority. It is my view that in reaching their agreement the parties should not be restricted in considering all the circumstances. For example, the employing authority should not automatically assume that the consultant would necessarily wish to agree to carry out his NHS work in the same way as any previous holder of the same post. Moreover, should the circumstances change it is open to either party to propose a reconsideration of the programme of work within the spirit of the option agreement.

For completeness sake I should remind you that it is also accepted that an NHS authority has the right, where on occasion the needs of the hospital service so require, to advertise a whole-time post without an option, but when so doing it must have adequate reasons. Merely to state that the post requires the whole of the consultant's time is not an adequate reason and I would expect that before considering an advertisement on these lines the authority would discuss the matter with the appropriate representatives of its consultant staff (usually the Regional Committee for Hospital Medical Services).

In conclusion, I hope you will agree that I have correctly set out the present practice and that in the interests of both the NHS and the profession all consultants and employing authorities should continue to have full regard to it when settling the terms of individual contracts under these present arrangements, and in fulfilling their respective obligations. As I have indicated earlier in my letters of 11 February and 20 March, if we come to consider possible modifications of the contract some practical alterations may be necessary to take account of heavy workload and possibly of other factors, but the spirit of the option agreement should, in my view, be upheld.

Sincerely,

Barbara Castle

## DISTINCTION AND MERITORIOUS SERVICE AWARDS FOR CONSULTANTS AND COMMUNITY PHYSICIANS

1. The following changes will be introduced in the present system of making awards to consultants for distinction and meritorious work in the NHS. The Advisory Committee on Distinction Awards under its Chairman, will remain as hitherto solely responsible for advising the Secretary of State on awards to be given. Reference in this document to consultants should be taken as including community physicians also.

### I. A AND A+ AWARDS

2. No changes will be made in present arrangements for the consideration of candidates for A and A+ awards; these will be given wherever sufficient distinction is found irrespective of considerations of specialty or geographical distribution. While it is expected that the highest awards will continue to be given to consultants with major academic or clinical research achievements to their credit, it will be made clearer that service contributions to the NHS should be given their proper weight and that outstandingly meritorious service alone can, exceptionally, qualify a consultant for the very highest award.

### II. B AND C AWARDS

#### a. *Regional Distribution*

3. The existing informal quota system for the distribution of available awards between regions will be formalised in consultation with the Chairman of the Awards Committee. Regional quotas will be broadly pro rata to the number of consultants employed save that in the first few years it may be necessary to weight them slightly in order to remove the remaining fairly minor discrepancies between regions. It will still be open to the Central Advisory Committee to override these quotas if for instance, particularly deserving cases come forward at a later stage or on appeal, but as now it is expected that the number of cases where this occurs will be so small as not significantly to affect the overall regional balance.

#### b. *Distribution by Specialty*

4. The Chairman and his Committee will keep a careful watch on the distribution of awards between specialties. The Chairman during his visits to regional committees will give guidance on the distribution of awards between specialties and set guidelines on targets to be achieved in the medium term. Regional Committees, in making recommendations to the Chairman, will be invited by him to take account of these guidelines. It is accepted that awards can be given only where there is merit either in terms of academic or clinical distinction or of outstanding service contributions and so there may be occasions when regional committees cannot make progress as fast as was hoped towards a redistribution of awards because insufficient suitable candidates have been identified.

### III. CENTRAL ADVISORY COMMITTEE

5. The Advisory Committee on Distinction Awards will be enlarged to include three members representing the general body of consultants holding A+ or A awards. Nominations for these seats will be made by the Chairman of the Central Committee for Hospital Medical Services after consultation with the Chairmen of the Central Advisory Committee, the Joint Consultants Committee, and the Community Medicine Consultative Committee.

Similar arrangements will be made for representation from consultants in Scotland.

### IV. THE ROLE OF THE EMPLOYING AUTHORITIES

6. Hitherto the Chairman of the Advisory Committee, when he visits a region, has normally sought informal advice through the RMO or a nominated AMO. It is proposed that this process of consultation with employing authorities should be formalised, to the extent that the Chairman will ensure that the authorities are able to put forward for consideration their recommendations based on knowledge of the service contributions of individuals. Such recommendations will be formulated in confidence and without public discussion by the authority in accordance with normal personnel practice. They will then be considered by the regional advisory committees for awards along with advice from other sources in the normal way. The final decision on which names should be put forward to the Secretary of State will, as now, be for the Chairman and members of the Central Advisory Committee.

7. The structure of the NHS in Scotland and Wales will not make it feasible for health authorities to participate in precisely the same way as in England, but it is proposed that broadly similar principles should apply.

#### V. CONFIDENTIALITY

8. It is agreed that the confidentiality of the awards system, should be maintained, subject only to the names of award holders being available in confidence to consultants generally within their region on request to the Regional Medical Officer, who will keep a list of the holders of awards (with the class and date of their awards) within his region. (Similar arrangements will be made in Scotland and Wales).

#### VI. OTHER ASPECTS OF THE AWARDS SYSTEM

9. In all other respects the awards system will remain as it is now.

## RECOMMENDED FORM OF CONTRACT FOR CONSULTANTS

Dear

### APPOINTMENT OF CONSULTANT IN (SPECIALTY)

1. I am instructed by the (insert name) Authority to offer you an appointment of [whole-time]\*, [maximum]\*, [part-time]\* consultant in (specialty) from (date) subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff and to the provisions as to superannuation from time to time in force.

2. The terms and conditions of the employment offered are set out in the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) and General Whitley Council Conditions of Service as amended from time to time. Copies of these may be seen at the Authority's offices.

3. The appointment is superannuable. Unless within 13 weeks of starting your employment you are notified otherwise, you will be subject to the National Health Service Superannuation Scheme and will then be contracted out of the state pension scheme. A copy of the current regulations governing the scheme may be seen at the Authority's offices and a booklet about it is attached (NHS Superannuation Scheme (England and Wales); An Explanation).

4. Insofar as they are not already covered by the Terms and Conditions of Service mentioned above the following duties have been assigned to you for the purpose of providing health services under the National Health Service Acts in the following district(s): (insert names)

a. Diagnosis and treatment of patients at the following hospitals, health centres and clinics; (insert names). (Insert, for part-timers only, the number of notional half-days at each)

b. [Domiciliary consultations as may be required from time to time].

c. In addition to the duties mentioned above you may exceptionally be required to undertake duties for limited periods within the districts specified above.

d. The diagnosis and treatment of patients occupying accommodation made available under sections 58, 65 and 66 of the National Health Service Act 1977, insofar as such patients have not made private arrangements for such treatment under section 65(2) of that Act.

e. (insert as necessary)

f. Continuing clinical responsibility for the patients in your charge, allowing for all proper delegation to, and training of, your staff.

Subsequently, the duties and places where they are to be carried out may be varied by agreement between the Authority and yourself.

5. The arrangement of your duties will be such as may be agreed between the Authority and yourself from time to time. (Insert the following sentence for whole-timers and maximum part-timers). [It is agreed that any private practice you may undertake, whether limited or not by the Terms and Conditions of Service, will in no way diminish the level of service that may be expected from you by the authority in carrying out the duties specified above].\* (Insert the following sentence for maximum part-time consultants only:) [It is also agreed that the duties specified above are regarded as requiring substantially the whole of your professional time, and that this will involve a minimum work commitment equivalent to 10 notional half-days a week].\* (Insert the following sentence for part-time consultants only:) [The duties of the appointment offered to you are assessed as amounting to notional half-days a week].\*

6. The salary of the appointment (exclusive of any distinction and meritorious service award payable to you) will be that appropriate to a [whole-time]\* [MPT]\* consultant appointment [assessed at notional half-days a week].\* Your starting salary will be (insert commencing salary). Salary will be payable monthly/quarterly. Your incremental date will be

7. For the purposes of section 1(2)(c) of the Employment Protection (Consolidation) Act 1978, your previous employment with (insert name of previous employer) does [not] \* count as part of your continuous period of employment [and your continuous period of employment therefore began on (date)]. \* However, for the purpose of certain NHS conditions of service, previous NHS service, not treated as "continuous" under the provisions of the Employment Protection (Consolidation) Act 1978, may also be reckoned for those purposes, subject to the rules set out in the Terms and Conditions of Service.

8. The employment is subject to 3 months notice on either side but is subject to the provisions of paragraphs 190 to 198 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.

9. You are required to be fully registered with the General [Medical] \* [Dental] \* Council.

10. The authority requires you to be a fully subscribed member of a recognised professional defence organisation, or, if you have an objection to such membership on grounds of conscience or on some other grounds approved by the Secretary of State, to take out and produce to the authority an insurance policy covering yourself in respect of any liability arising out of or in connection with your duties hereunder, and to produce to the Authority forthwith the receipts of the payment or renewal of subscriptions or premiums as the case may be.

11. Your private residence shall be maintained in contact with the public telephone service and shall be not more than 10 miles by road from the (insert name) hospital unless specific approval is given by the Authority to your residing at a greater distance.

12. Arrangements for leave and other absences must be approved by the Authority [but shall in the first instance be made locally]. \*

13. The agreed procedure for settling differences between you and the authority where the difference relates to a matter affecting your conditions of service is set out in Section XXII of the General Whitley Council Conditions of Service.

14. In matters of personal conduct you will be subject to the General Whitley Council agreements on disciplinary and dismissal procedures. The agreed procedures for appeal against disciplinary action or dismissal are set out in Section XXXIV of the General Whitley Council Handbook and paragraph 190 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.

15. The authority accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.

16. If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return it to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Signature  
On behalf of

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on the

Signature

Date

This offer and acceptance of it shall together constitute a contract between the parties

Note: [ ] \* denotes "delete as necessary".



**RECOMMENDED FORM OF CONTRACT FOR MEDICAL ASSISTANTS AND ASSISTANT DENTAL SURGEONS**

Dear

I am instructed by the (insert name) Authority to offer you an appointment as a [whole-time] \*, [part-time] \* practitioner in (specialty) from (date) in the grade of [medical assistant] \*, [assistant dental surgeon] \*

2. The appointment is subject to the Terms and Conditions of Service of Hospital Medical and Dental Staff (England and Wales) and General Whitley Council Conditions of Service as amended from time to time. Copies of these may be seen at the Authority's offices.

3. The appointment is superannuable. Unless within 13 weeks of starting your employment you are notified otherwise, you will be subject to the National Health Service Superannuation Scheme and will then be contracted out of the state pension scheme. A copy of the current regulations governing the scheme may be seen at the Authority's offices and a booklet about it is attached (NHS Superannuation Scheme (England and Wales); An Explanation).

4. Insofar as they are not already covered by the Terms and Conditions of Service mentioned above the following duties have been assigned to you for the purpose of providing health services under the National Health Service Acts in the following district(s): (insert names)

a. The Authority will nominate from time to time the consultant or consultants to whom you will be responsible and your duties will be such as he or they shall designate to you. Your normal hours of duty will be agreed between yourself, the consultant to whom you are responsible and the employing authority and will be notified to you in writing by the Authority but these will be subject to any additional requirements of your post. Initially, you will be responsible to (insert name) and your duties will be at the following hospitals, health centres or clinics (insert names). (Insert, for part-timers only, the number of notional half-days at each).

b. In addition to the duties mentioned above you may exceptionally be required to undertake duties for limited periods elsewhere within the districts specified.

c. (Insert as necessary)

d. Continuing clinical responsibility to the consultant(s) nominated by the Authority for the patients in your charge, allowing for all proper delegation to, and training of, junior staff.

The Authority reserves the right to make changes in your place of work and in the consultant(s) to whom you are responsible subject to your agreement, such agreement not to be unreasonably withheld.

5. The arrangement of your duties will be such as may be agreed between your consultants and yourself from time to time. (Insert the following sentence for whole-time practitioners). [It is agreed that any private practice you may undertake will in no way diminish the level of service that may be expected from you by the authority in carrying out the duties specified above] \*. (Insert the following sentence for part-time practitioners only:) [The duties of the appointment offered to you are assessed as amounting to notional half-days a week] \*.

6. The salary of the appointment will be that appropriate to a [whole-time] \* appointment in the grade of [medical assistant], [assistant dental surgeon] [assessed at notional half-days a week] \*. Your starting salary will be (insert commencing salary). Salary will be payable monthly. Your incremental date will be

7. For the purposes of section 1(2)(c) of the Employment Protection (Consolidation) Act 1978, your previous employment with (insert name of previous employer) does [not] \* count as part of your continuous period of employment [and your continuous period of employment therefore began on (date)] \*. However, for the purpose of a number of NHS conditions of service, previous NHS service, not treated as "continuous" under the provisions of the Employment Protection (Consolidation) Act may also be reckoned for those purposes, subject to the rules set out in the Terms and Conditions of Service.

30th  
April  
MGR/5/4  
Hejler W

include a sentence saying  
As up to a limit of 9.00  
not advise  
because 10% limit -  
included in 2

8. The appointment is for one year in the first instance unless previously terminated by three months' notice on either side. At the expiration of one year the appointment, unless terminated, may be renewed without any limitation of time, and shall then be subject to three months notice on either side and to the provisions of paragraphs 190 to 198 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.

9. You are entitled to the minimum periods of time off duty set out in paragraph 118 of the Terms and Conditions of Service of Hospital Medical and Dental Staff: if this entitlement cannot be accorded, you will be entitled to extra duty allowance under the conditions set out therein.

10. You are required to be fully registered with the General [Medical] \*[Dental] \*Council.

11. The authority requires you to be a fully subscribed member of a recognised professional defence organisation, or, if you have an objection to such membership on grounds of conscience or on some other grounds approved by the Secretary of State, to take out and produce to the authority an insurance policy covering yourself in respect of any liability arising out of or in connection with your duties hereunder, and to produce to the authority forthwith the receipts of the payment or renewal of subscriptions or premiums as the case may be.

12. Your private residence shall be maintained in contact with the public telephone service and shall be not more than 10 miles by road from the (insert name) hospital unless specific approval is given by the Authority to your residing at a greater distance.

13. Arrangements for leave and other absences must be approved by the Authority [but shall in the first instance be made locally] \*.

14. The agreed procedure for settling difference between you and the authority where the difference relates to a matter affecting your conditions of service is set out in Section XXII of the General Whitley Council Conditions of Service.

15. In matters of personal conduct you will be subject to the General Whitley Council agreements on disciplinary and dismissal procedures. The agreed procedures for appeal against disciplinary action or dismissal are set out in Section XXXIV of the General Whitley Council Handbook and paragraph 190 of the Terms and Conditions of Service of Hospital Medical and Dental Staff.

16. The authority accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to their officials for safe custody. You are therefore recommended to take out an insurance policy to cover your personal property.

17. If you agree to accept this appointment on the terms indicated above, please sign the form of acceptance at the foot of this letter and return to me in the enclosed stamped addressed envelope. A second signed copy of this letter is attached and should be retained by you for future reference.

Yours sincerely

Signature  
On behalf of

I hereby accept the offer of appointment mentioned in the foregoing letter on the terms and subject to the conditions referred to in it. I undertake to commence my duties on the

Signature

Date

This offer and acceptance of it shall together constitute a contract between the parties.

Note: [ ]\* denotes "delete as necessary".

## I. RECOMMENDED FORM OF JOB DESCRIPTION FOR ADVERTISING A VACANT CONSULTANT POST

### 1. HOSPITAL(S) AND CLINIC(S) WHERE SERVICES ARE TO BE PROVIDED

The District(s) and within the District(s), the hospital(s) and clinic(s) and any other premises for which the post carries a regular commitment, including function, size and relationship to other hospitals, medical schools etc. Opportunities of the post; any likely developments in the service.

### 2. THE WORK OF THE DEPARTMENT

A brief description of the work of the department including the number of consultants; the number of junior staff; principal relationships with other specialties; administrative relationships with other specialties eg the Cogwheel Division. Facilities available - accommodation, diagnostic facilities, etc. Any other relevant information.

### 3. POSITION OF CONSULTANTS UNABLE FOR PERSONAL REASONS TO WORK FULL-TIME

Any consultant who is unable for personal reasons to work full-time will be eligible to be considered for the post; if such a person is appointed, modification of the job content will be discussed on a personal basis, in consultation with consultant colleagues.

### 4. THE JOB ITSELF

- a. its title;
- b. relationships:
  - i. name of employing authority or authorities;
  - ii. names of consultant members of the department;
  - iii. numbers and grades of members of the firm;
- c. duties of post:
  - i. clinical - details of all clinical commitments;\*
  - ii. teaching - undergraduate/postgraduate duties (other than those remunerated by a university or by fees in accordance with paragraph 172 of the Terms and Conditions of Service), including an assessment of the likely time involved;
  - iii. any research activities which are an inherent part of normal clinical duties;
  - iv. administrative duties including those associated with care of patients and the running of the department. (It will not usually be possible to include much information in this section at the time of advertising a post);
- d. weekly provisional timetable of duties, including the location(s) at which they are to be performed; any duties which take place less frequently than once a week should be included with an indication of their average frequency.
- e. For part-time posts, other than maximum part-time posts, an assessment, in accordance with paragraph 61 of the Terms and Conditions of Service of the average time required by a consultant in the specialty to perform the defined duties of the post. The assessment should *exclude* those duties which are otherwise remunerated;

\*There should be an indication of any requirement to advise on, undertake or participate in termination of pregnancy, in accordance with the Chief Medical Officer's letters of 19 February 1975 and 16 July 1979 to Regional Medical Officers.

f. statement that the consultant has a continuing responsibility for the care of patients in his charge, and for the proper functioning of his Department;

g. statement that the consultant will undertake the administrative duties associated with the care of his patients, and the running of his clinical department.

5. MAIN CONDITIONS OF SERVICE

i. that the post is covered by the terms and conditions of service;

ii. if he chooses to contract on a whole-time basis, that his gross income from private practice must not exceed 10% of his gross NHS income (including distinction award if applicable);

iii. any requirement as to residence, medical examination etc;

iv. salary scale.

6. DATE WHEN POST IS VACANT

**AMENDMENTS TO THE TERMS AND CONDITIONS OF SERVICE REQUIRED TO IMPLEMENT  
THE NEW ARRANGEMENTS FOR CONSULTANTS ETC**

14 Renumber 14(a)

15 Renumber 14(b)

**BASIS OF CONTRACT**

**CAREER GRADES**

15. a. Where a whole time consultant appointment is made in the National Health Service, it may be filled by a consultant on either a whole-time or a maximum part-time basis. A consultant who opts for the maximum part-time contract is, like a whole-time consultant, expected to devote substantially the whole of his professional time to his duties within the NHS. Subject to any controls that may be exercised from time to time by the Health Departments, employing authorities may offer part-time appointments in the career grades.
- b. A maximum part-time consultant is paid 10/11 of the whole-time salary set out in Paragraph 2 and of a distinction award if applicable; save that any such consultant in post on 31 December 1979 electing to do so may retain a personal maximum part-time contract paid at 9/11 of the whole-time salary.
- c. A part-time consultant is paid on the basis set out in paragraphs 61-69.

**TEMPORARY ADDITIONAL SESSION**

16. In exceptional circumstances, an authority may, at their discretion, enter into a separate contract with a consultant (other than a maximum part-time consultant) a senior hospital medical or dental officer, medical assistant or assistant dental surgeon for an extra notional half-day to undertake work which is not part of his normal contractual duties (including his obligations under paragraph 110(a)). Such contracts shall be reviewed not less often than annually and will be terminable at 3 months' notice on either side without formality. The provisions of paragraph 190 and 191 do not apply to notional half-days contracted for under these arrangements. The notional half-day shall be remunerated at the rate of one-eleventh of the appropriate whole-time salary.

61. Add to the end of the last sentence " , and any time contracted and remunerated separately under the provisions of paragraph 16".

69. Last sentence to read - "this maximum shall not include payments made for an additional notional half-day contracted under paragraph 16, or in respect of exceptional consultations etc etc".

71. Add to the existing sentence a new sentence: "A notional half-day arising from an additional session contracted under the terms of paragraph 16 shall not be included in the calculation".

78. Insert after "whole-time employment" in the first sentence the following "(excluding any notional half-day contracted under paragraph 16)".

**PRIVATE PRACTICE**

159. Delete existing paragraph.

158. a. The term "private practice" includes work in the General Ophthalmic Service, general practice under Part II of the National Health Service Act 1977 (except in respect of patients for whom a hospital medical officer is allowed a limited "list", eg members of the hospital staff) and the diagnosis or treatment of patients by private arrangements under section 65(2) or 66(1) of the National Health Service Act 1977, but does not include work of the kind referred to in paragraph 162. No fees may be charged by either a whole-time or a part-time practitioner to a patient who has elected to receive services under section 65(1) of the National Health Service Act 1977.

b. All practitioners may undertake private practice, subject to the limits set out in paragraph 159 below, provided that practitioners in the training grades may undertake it only outside the hours for which they are contracted to an employing authority.

## LIMITATION OF PRIVATE PRACTICE

159. a. A whole-time practitioner in one of the career grades must certify annually (if his employing authority request this, by the production of fully audited accounts) that his gross income from private practice (excluding any payments made by patients for the use of NHS hospital facilities) does not exceed 10% of his gross salary (including any distinction award, but excluding any other fees, whether payable under these terms and conditions of service or otherwise);
- b. Where a whole-time consultant's certified private practice income exceeds 10% of his gross salary (as defined) for two consecutive years ending 5 April, his contract will automatically be deemed to be a maximum part-time contract and his remuneration adjusted accordingly, with effect from 1 April in the year following, unless by that date he can show that he has taken effective steps to reduce his private practice commitments to enable him to comply with paragraph 159(a) above, and this is subsequently confirmed by his earnings return due at that time.
- c. When a consultant has been regraded under (b) above, he will not be able to exercise an option to return to whole-time status until two consecutive years have passed in which he can show that his private practice earnings have not exceeded the limit of 10%.
- d. A whole-time practitioner in one of the career grades (other than a consultant) whose certified private practice income exceeds 10% of his gross salary (as defined) in any year ending 5 April shall thereupon take effective steps to reduce his private practice commitments to enable him in his next earnings return to comply with paragraph 159(a) above.
- d. Where private practice is undertaken by a whole-time practitioner outside the NHS hospitals where he is contracted to provide a service, it shall be so limited that significant amounts of his time are not taken up in travelling to and from private commitments.

Provisions of paragraphs 160-169 are subject to further negotiation.

297. c. Revise as follows: "Where a consultant moves to take up a maximum part-time contract he shall be reimbursed ten-elevenths of the normal expenses to which a consultant appointed to a whole-time post would be entitled under paragraphs (c) or (d) above. Where such a whole-time consultant changes to a maximum part-time contract within two years of taking up his appointment he shall be required to refund one-eleventh of the expenses paid".