

# **Contract of Employment for Non-Consultant Hospital Doctors**

***As at 26th May 2022***

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## **Preamble**

This document is comprised of the following:

- a) Terms and Conditions;
- b) Appendices;

This contract takes precedence over any inconsistent provision in previously agreed documents regulating the terms and conditions of employment of Non-Consultant Hospital Doctors. Where there is any conflict between any provision of the contract document and any prior instrument, the provision in this contract document should prevail.

For the purposes of this contract, the term Non-Consultant Hospital Doctor (NCHD) refers to persons employed in the public health service in Ireland as Interns, Senior House Officers, Registrars, Senior Registrars, Specialist Registrars or otherwise for the purpose of providing medical or dental services and/or the pursuance of medical or dental training who for the purposes of such employment are not employed as Consultants.

## 1. Purpose and Commencement Date

- a) This is a contract of employment between \_\_\_\_\_ (name and address of Employer) and \_\_\_\_\_ (name and address of employee). \_\_\_\_\_ (Name of employee<sup>1</sup>) is appointed to the post of a \_\_\_\_\_ (state grade and specialty) with effect from the \_\_\_\_\_ (insert date). The Contract is *(delete as appropriate)*:

- i) for a fixed term / purpose as follows: \_\_\_\_\_;

Should the contract be for a fixed term, the Unfair Dismissals Acts, 1977 – 2015 shall not apply to the NCHD's dismissal consisting only of the expiry of the contract on the specified date. The NCHD's employment may be terminated by notice in accordance with the Minimum Notice and Terms of Employment Acts 1973 – 2005.

**or**

- ii) of indefinite duration.

- b) A candidate for and any person holding the office must be in a state of health such as would indicate a reasonable prospect of ability to render regular and efficient service.
- c) Should the contract be for a fixed term / purpose it will generally commence on the second Monday of January or the second Monday of July. This provision shall come into effect from 1<sup>st</sup> July 2010.

## 2. Registration Status and Designation of Post

- a) Once the NCHD has commenced employment, continued employment in this post is contingent on *(delete as appropriate)*:

- i) the NCHD being registered in accordance with the Medical Practitioners Act 2007 with the Register of Medical Practitioners maintained by the Medical Council of Ireland and maintaining his/her professional competence on an on-going basis pursuant to any Medical Council professional competence scheme applicable to the NCHD as a medical practitioner registered by the Medical Council of Ireland;

**or**

- ii) in relation to a post designated as a Non-Training Post, the NCHD being registered in accordance with the Medical Practitioners Act 2007 on either the General Division or the Supervised Division of the Register of Medical Practitioners maintained by the Medical Council of Ireland and maintaining his/her professional competence on an on-going basis pursuant to any Medical Council professional competence scheme applicable to the NCHD as a medical practitioner registered by the Medical Council of Ireland;

**or**

- iii) in relation to a post designated as a Training Post (including Intern posts), the NCHD being registered on the Specialist Trainee Division of the Register of Medical Practitioners maintained by the Medical Council of Ireland and participating as required in a programme of Intern training recognised by the Medical Council of Ireland or in a programme of specialist training under the auspices of a postgraduate medical training body recognised by the Medical Council of Ireland.

- b) The employer is obliged to operate the terms and conditions of this contract in a manner which ensures compliance with the requirements of the registration status of the NCHD with the Medical Council of Ireland.

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<sup>1</sup> Hereafter referred to as 'The NCHD'

### 3. Reporting Relationship

The NCHD's reporting relationship is to the Employer via his/her supervisory Consultant and Clinical Director (if such is in place). The NCHD may be required to report to the designated supervisory Consultant / Clinical Director / Head of Academic Department on matters relating to medical education, training and research. The NCHD will report directly to the Employer as required.

### 4. Location and Residence

- a) The NCHD's appointment shall be to \_\_\_\_\_ (name of HSE area / HSE funded Hospital / Agency). The NCHD's employment location(s) is \_\_\_\_\_.
- b) The NCHD's employment location may be changed within the functional area and service range applicable to his/her Employer. Due consideration will be given to the registration status of the NCHD with the Medical Council of Ireland should a change in location be required.
- c) In circumstances where a change of location is required, (e.g. - hospital closures or major changes taking place in the character of the work being carried out there) the NCHD will be offered an alternative appointment in an appropriate discipline. In the first instance this will be within the (Hospital Network Area / HSE funded Hospital / Agency). The NCHD shall be consulted should (s)he be required to change to an employment location outside the (Hospital Network Area / HSE-funded Hospital / Agency). Subject to the provisions of the removal expenses scheme for the Health Service Executive, removal expenses shall be payable, if claimed.

### 5. Hours of Work

- a) The NCHD is contracted to undertake such duties / provide such services as are set out in this Contract in the manner specified for 39 hours per week. The 39 hours are as determined by the roster and include a paid lunch break.
- b) The NCHD is required to deliver these hours on any 5 days out of the 7 in a week as determined by the Employer.
- c) For the avoidance of doubt, the provisions of Section 5 a) and b) above are subject to amendment in accordance with Clause 2.3 of the agreement made between the Health Service Executive and the Irish Medical Organisation on the 22<sup>nd</sup> day of January 2010.
- d) When rostered to attend on any day Monday to Friday, the NCHD must work a minimum shift of 6 hours. When rostered to attend on Saturday or Sunday, the NCHD must work a minimum shift of 5 hours.
- e) The NCHD shall not be required to work for more than 24 consecutive hours on-site.
- f) The Employer will ensure that the NCHD is rostered to work on-site for a period of 24 hours on no more than a 1 in 5 basis other than in exceptional circumstances.
- g) Rosters must provide for a handover period between each shift. Handover periods must be of at least 30 minutes in duration.
- h) The NCHD may not be rostered to work a split shift<sup>2</sup>.

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<sup>2</sup> A split shift is an employment schedule where the employee's normal work day is split in to 2 or more segments. For example an NCHD could not be rostered to work from 9 am to 2pm and then have a break until 8pm at which point they would be rostered to return to work until midnight.

- i) The NCHD may be required to:
  - i) provide overtime services (on-call on-site services) on-site in addition to the 39 hours.
  - ii) provide on-call off-site services outside core and/or overtime hours as determined by the Clinical Director / Employer;
  - iii) work beyond his/her rostered period in line with the exigencies of the service. The Employer will endeavour to ensure that this will be an exceptional rather than a standard requirement.
- j) A minimum notice period of 2 weeks will apply for provision of initial rosters.
- k) The NCHD shall not be required to attend on-site on a rostered day off (including leave) outside the 2 week minimum notice period where the requirement for such attendance can be reasonably anticipated by the employer.
- l) A minimum notice period will apply for changes to published rosters taking account of the need for shorter notice to respond to clinical need on an unplanned basis,
- m) Where the NCHD is provided with more than one rostered day off during a week, the Employer should endeavour to ensure such days are consecutive.
- n) Rosters issued for the periods immediately prior to changeover, generally the second Monday in January or the second Monday in July as referenced at Section 1 c) above, must take account of the extent to which NCHDs are due to leave employment and take up employment and associated roster commitments in a different, possibly geographically distant, location. In that context, where NCHDs are due to take up a new post on changeover the employer will avoid placing the NCHD on-call post 5pm insofar as is possible.

Where the NCHD is due to leave employment to take up duty in a different post in excess of 45 kilometres from their current employment or has been rostered on-call to take effect from appointment to a post in a different location they should advise their current employer at the earliest possible opportunity.

Subject to the employer being informed, every attempt will be made not to roster the NCHD on the Sunday immediately prior to changeover as set out above. Where it is not possible to avoid rostering the NCHD on the Sunday, the employer shall confirm this in writing to both the NCHD and the new employer, who shall make every effort to amend their new roster accordingly. The employer(s) shall be responsible for resolving any rostering conflicts that arise.

- o) The NCHD shall comply with such agreed arrangements as are put into place by the Employer for measurable and transparent systems of continuously monitoring adherence to working time legislation.
- p) Work outside the confines of this contract is not permissible if the combined working time associated with this employment taken together with any other employment exceeds the maximum weekly working hours as set out in S.I. No. 494 of 2004 European Communities (Organisation of Working Time) (Activities of Doctors in Training) Regulations 2004.

## **6. Standard Duties and Responsibilities**

- a) The NCHD's standard duties and responsibilities include, as directed by the Consultant / Clinical Director / Employer to, inter alia:
  - i) participate as a member of a multi-disciplinary team in the provision of medical care to patients;
  - ii) diagnose and treat patients;

- iii) ensure that duties and functions are undertaken in a manner that prioritises the safety and well being of patients;
  - iv) assess patients on admission and/or discharge as required and write detailed reports in the case notes;
  - v) order and interpret diagnostic tests;
  - vi) initiate and monitor treatment;
  - vii) communicate effectively with patients and clients;
  - viii) further progress knowledge of diagnosis and management;
  - ix) participate in multidisciplinary clinical audit and proactive risk management and facilitate production of all data/information for same;
  - x) co-operate with such arrangements as are put into place to verify the delivery of all contractual commitments;
  - xi) co-operate with such measures as are necessary to ensure compliance with the requirements of the European Working Time Directive and related Irish legislation;
  - xii) co-operate with investigations, enquiries or audit relating to the provision of health services;
  - xiii) comply with statutory and regulatory requirements, agreed training principles<sup>3</sup> where appropriate, corporate policies and procedures and human resource policies and procedures (e.g. Dignity at Work, Trust in Care, Flexible Working Scheme etc.);
  - xiv) attend at NCHD Induction. Induction training before the commencement of the employment relationship is not paid, while induction training during the currency of the employment relationship is paid; For interns, induction training prior to internship shall be paid in accordance with the DOH salary scales. A comprehensive paid intern induction which may include on-site or online components should be encompassed within up to 39 hours, as comprehended in national guidelines.
  - xv) perform other duties as required by the supervising Consultant / Clinical Director / Employer.
- b) Additional duties and responsibilities related to this post may be set out in the job description as issued by the Employer.
  - c) The NCHD is entitled during his/her employment to regular review of his/her performance - including MET/Research performance – by and together with the designated supervisory Consultant / Clinical Director / Head of Academic Department.
  - d) When carrying out these duties, the NCHD shall abide by the Irish Medical Council ‘Guide to Ethical Conduct and Behaviour’ (copy available directly from the Medical Council or at [www.medicalcouncil.ie](http://www.medicalcouncil.ie)).

## 7. Locum cover

- a) The NCHD will be expected to cover for occasional unplanned absence of colleagues.
- b) Subject to a) above, in the event of the NCHD being absent, the Clinical Director / Employer will determine the requirement for locum cover and make necessary arrangements.

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<sup>3</sup> Training Principles to be incorporated into new working arrangements for doctors in training” published by the Medical Education and Training Group, July 2004

- c) Management are obliged to operate this provision so as to ensure strict compliance with the requirements of the European Working Time Directive and related Irish legislation.

## **8. Medical Education and Training**

- a) For the purposes of NCHD education, training and the maintenance of NCHDs professional competence, the employer shall, in line with the requirements of the Medical Practitioners Act 2007, facilitate as appropriate the training / competence assurance requirements of NCHD posts.
- b) For the purposes of education, training and the maintenance of professional competence, the NCHD shall, in line with the requirements of the Medical Practitioners Act 2007:
  - i) participate in and satisfy the requirements of any programme of Intern training (s)he is registered on as defined by the Medical Council of Ireland;
  - or**
  - ii) participate in and satisfy the requirements of any programme of specialist training (s)he is registered on as defined by the relevant postgraduate medical training body recognised by the Medical Council of Ireland;
  - or**
  - iii) participate in and satisfy the requirements of any competence assurance programme (s)he is registered on as defined and delivered by the Medical Council of Ireland and/or a postgraduate medical training body recognised by the Medical Council of Ireland for that purpose.
- c) The NCHD may, subject to the agreement of the Employer, make an explicit structured and scheduled commitment to educational activities in line with the educational and training requirements described at b) above. This will include paid non-clinical training days (or part of as appropriate)<sup>4</sup> as required by the relevant programme of specialist training / competence assurance. Such structured and scheduled commitment and responsibility and accountability for same will be agreed in advance by the Employer with the relevant Training Body or University, will be consistent with the agreed training principles for postgraduate medical education and training<sup>5</sup> and shall be incorporated into rosters.

## **9. Leave and Holidays**

- a) All requests for leave must be recommended by the supervising Consultant / Clinical Director and approved by the Employer prior to actual leave dates. Leave will be approved in line with agreed rota and service requirements, and notice is required in accordance with the Employer's policies.
- b) Unplanned absence

The Employer is responsible for addressing any staffing requirement (if any) that arises from unplanned absence by the NCHD.

- c) Annual leave Payment

Annual leave is granted in accordance with the provisions of the Organisation of Working Time Act 1997. Payment of notional hours while on annual leave will be paid on the basis of average approved rostered hours over a reference period of 13 weeks. In the case of NCHDs on 3 month rotations as part of Intern or specialist training, the NCHD should take at least 5 working days leave in each location. Employers should ensure that all leave is managed appropriately.

The doctors leave for a 6 month period must not exceed the hourly total for the period.

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<sup>4</sup> As of January 2010 these include paid non-clinical training days for Senior Registrars and Specialist Registrars – each of whom are entitled to the equivalent of one day per week with full pay for individual and specific research projects. It also applies to a range of trainees in Psychiatry and General Practice.

<sup>5</sup> 'Training Principles to be incorporated into new working arrangements for doctors in training', published by the Medical Education and Training Group, July 2004.

An NCHD cannot be considered to have taken more than 39 hours leave in any one week.

d) Public holidays

Public holidays shall be granted in accordance with the Organisation of Working Time Act 1997. In respect of each public holiday the NCHD will receive one of the following (as the Employer may decide):

- An NCHD who normally works Monday – Friday and who has their public holidays off, is not entitled to an additional day off in lieu of the public holiday.
- An NCHD who is rostered for duty on the day on which a public holiday falls is entitled to single time extra remuneration in respect of hours worked on this day.
- NCHDs who work a '5 over 7' roster are entitled to a total of 10 working days (7.8 hours per day) in lieu of the liability to be rostered on a public holiday. In terms of the practical implementation of this entitlement, 5 days fall due in respect of the period from the second Monday in January to the second Monday in July and 5 days apply in respect of the period from the second Monday in July to the second Monday in January.

e) Annual leave

This section sets out how Sections 9 c) and 9 d) above are to be implemented:

i) Category A) NCHDs who are required to undertake on-call on site or off-site in addition to their 39 hour week will receive:

(1) From January to July:

- (a) 12 working days annual leave of 7.8 hours each; and
  - (b) 5 working days of 7.8 hours each in lieu of public holidays;
- for a total leave allowance of 17 working days or 132.6 hours leave.

(2) From July to January:

- (a) 12 working days annual leave of 7.8 hours each; and
  - (b) 5 working days of 7.8 hours each in lieu of public holidays;
- for a total leave allowance of 17 working days or 132.6 hours leave

This means that NCHDs who are required to undertake on-call are granted their public holiday entitlements in advance. Taking that into account:

- All annual leave/public holiday entitlement is to be calculated on the basis of working days / working hours.
  - NCHDs who have been granted their public holiday in advance, are rostered off on a public holiday and who are not rostered on-site or required to provide on-call on that day, will not be recorded or credited as having worked on that public holiday. This means NCHDs who are not rostered for a public holiday may opt to either a) use one of their 17 days leave in order to receive a paid day off on the public holiday or b) they may opt to take an unpaid days leave;
  - NCHDs who work any hours on the public holiday, (including on site and off site) will be paid the relevant rate applicable for the hours worked (e.g. the period of a public holiday is defined as any hours worked between midnight on the eve of a public holiday and midnight on the public holiday) and do not need to take a days annual leave or an unpaid days leave for the day;:
  - NCHDs who have been granted their public holiday entitlement in advance will be recorded as having taken 5 days or 39 hours annual leave if they are on annual leave for a week incorporating a public holiday unless they have opted to take an unpaid day's leave for the public holiday.
- ii) Category B) NCHDs who work their 39 hours on a Monday to Friday basis and do not participate in on-call will receive:

- (1) January to July:
  - (a) 12 working days annual leave of 7.8 hours each; and
  - (b) Each of the 5 public holidays occurring in this period as a paid day off on the day of the holiday;
 for a total of 17 working days or 132.6 hours leave
- (2) July to January:
  - (a) 12 working days annual leave of 7.8 hours each; and
  - (b) Each of the 5 public holidays occurring in this period as a paid day off on the day of the holiday;
 for a total of 17 working days or 132.6 hours leave

Taking that into account:

- If an NCHD who is not required to undertake on-call is on annual leave for the week incorporating a public holiday, 4 days (31.2 hours) annual leave is recorded;
- If an NCHD who does not normally undertake on-call is rostered on-site or on-call on a public holiday, (s)he will receive a day off in lieu at another time. If this occurs on a regular and rostered basis the NCHD can seek to be moved to Category A and receive their public holiday entitlement up front. This request will be examined by the Hospital in the first instance and if no agreement is reached within 2 weeks of the request, the issue may be referred by either party to the IMO/HSE Working Group.

### iii) Category C) General Practice Registrars

General Practice Registrars working in the community will be entitled to 3 weeks annual leave per 6 month period (15 working days per 6 months).

### f) Sick Leave

The NCHD is covered by the terms of the Public Service Management (Sick Leave) Regulations 2014 (S.I. No. 124 of 2014) (ref Department of Health Circular 05/2014). The NCHD shall comply with the following provisions:

- i) On the first day of illness, the NCHD should arrange to advise his/her supervising Consultant / Clinical Director and Medical Administration/Hospital Administration at the earliest possible time (where possible not later than 1 hour before starting time) of the absence from work. In the case of night duty, where possible notice should be given not later than 3.00 p.m. on the day in question. The supervisors should be advised of the reason(s) and the expected duration of the absence.
- ii) If the absence exceeds two continuous days, a medical certificate must be submitted to the Employer on the third day. This certificate should specify the nature of the illness, the likely duration (but not exceeding one week) and should be signed by the NCHD's General Practitioner or attending Consultant.
- iii) The NCHD must give an indication of when he/she will be able to return to work as early as possible.
- iv) The NCHD may be granted payment under the Sick Pay Scheme for absences due to illness or injury. Granting of sick pay is subject to compliance with the Employer's sick leave policy.
- v) In accordance with Section 5 of Department of Health Circular 05/2014 (which covers employees on fixed term and specified purpose contracts), the entitlement to sick leave for NCHDs will accrue on the basis of 35 days full pay and 35 days half pay per year of service, and proportionately less for an incomplete year, up to a maximum of 92 days full pay and 91 days half pay in a four-year period.

- vi) Service provided over a number of fixed-term contracts in the public health service shall be considered cumulatively for the accrual of paid sick leave.

g) Maternity Leave

- i) The Employer will give due regard to rostering of a pregnant NCHD who presents a medical certificate requiring a change in work pattern.
- ii) Pregnant NCHDs are entitled to the following benefits:
  - (1) 26 consecutive weeks maternity leave.
  - (2) Up to 16 weeks additional unpaid maternity leave.
  - (3) Time off work without loss of pay to attend ante natal and post natal appointments.
  - (4) Health and safety leave in certain circumstances.
  - (5) Where the death of the mother occurs within 18 weeks of the birth, the balance of her leave is transferred to the father of the child.
  - (6) Protection of your job during maternity leave, additional maternity leave, fathers leave, health and safety leave and time off for ante natal and post natal care.
  - (7) The right not to be dismissed for any pregnancy related reason from the beginning of pregnancy until the end of maternity leave.
- iii) While on maternity leave, an NCHD will receive her normal basic pay, less any amount attributable to overtime, night work or shift work, unsocial hours payments, or on call fees. NCHDs are entitled to maternity pay from their existing employer for a full 26 week period, including in circumstances where the contract expires prior to the end of their maternity leave and irrespective of whether they remain in Ireland.
- iv) Paid maternity leave will count as service in all respects e.g. for the purpose of annual leave, incremental credit etc. Maternity leave will not be treated as part of any other leave (including sick leave or annual leave) to which you are entitled. Full details are available in employee handbook.

h) Paternity Leave

While on statutory paternity leave under the Paternity Leave and Benefit Act 2016, an NCHD will receive their normal basic pay, less any amount attributable to overtime, night work or shift work, unsocial hours payments, or on call fees. NCHDs are entitled to paternity pay from their existing employer (less the full amount of Paternity Benefit payable) for the full 2 week period, including in circumstances where the contract expires prior to the end of their paternity leave and irrespective of whether they remain in Ireland.

i) Parental Leave

Arrangements for the taking of parental leave will be in accordance with the provisions of the Parental Leave Act, 1998 and 2006. The only exception is in relation to the requirement to have at least one year's continuous service with the current employer before an employee can avail of parental leave. For the purposes of determining eligibility to avail of parental leave only, NCHDs will be required to have 12 months' continuous aggregate service in the health system comprising service in a HSE Hospital, Mental Health Service or other HSE service; a Hospital / Agency funded by the HSE under Section 38 of the Health Act 2004; an agency funded by and under the aegis of the Department of Health; or will be required to have held an approved training post in a private hospital setting. For the purposes of this provision, cumulative service across several sites may be counted, and continuous service shall not be broken by a break in service of 6 weeks or less.

j) Adoptive Leave

Arrangements for the taking of adoptive leave will be in accordance with the provisions of the Adoptive Leave Act, 1995 to 2005. An NCHD is entitled to 24 consecutive weeks' (paid) adoptive leave and 16 consecutive weeks' additional (unpaid) adoptive leave subject to compliance with the notification requirements.

k) Educational Leave

i) The Employer may, taking account of the NCHD's medical education and training status, grant the NCHD up to a maximum of 18 working days (based on a 7.8 hour working day) per 6-month period to facilitate:

- (1) Attendance at courses, conferences, and educational events determined to be appropriate by the HSE, the recognised postgraduate training bodies and the Universities;
- (2) Study leave prior to an examination or repeat examination for higher degrees or diplomas determined to be appropriate by the HSE, the recognised postgraduate training bodies and the Universities;
- (3) Attendance at examinations determined to be appropriate by the HSE, the recognised postgraduate training bodies and the Universities;
- (4) Attendance at interviews within the Irish public health service appropriate to the NCHD's training / career pathway;

ii) All educational leave must:

- (1) be relevant,
- (2) take account of service and rota needs,
- (3) be recommended by the supervising Consultant / Clinical Director and
- (4) be approved by the Employer in advance in line with the Employer's leave policy and with cognisance of the requirements of any specialist training / professional competence scheme the NCHD is participating in and related medical education and training requirements.

l) Other types of leave

Details regarding paid and unpaid, Force Majeure, Trade Union, Compassionate and other leave can be obtained from the Employer. The particular arrangements applying to NCHDs in respect of Maternity leave are outlined in the Employer's Terms & Conditions of Employment documentation.

m) Other HR policies

All other generally applicable human resource policies, e.g., Flexible Working, Trust in Care, Dignity at Work, etc. shall apply to the NCHD.

## 10. Salary

- a) The salary scale for this post is \_\_\_\_\_. The starting point is €\_\_\_\_\_ (subject to Department of Health salary scales, information on the salary scale at time of offer of this contract is per the Department of Health consolidated salary scales). The NCHD's salary is paid *monthly/fortnightly* by Credit Transfer (*state frequency of payment*).
- b) A shift premium of T1/6 is payable to NCHDs working in Emergency Departments in respect of participation in a continuous rotating shift which requires delivery of the core 39 hours over a 24 hour, 7-day week cycle. Normal overtime arrangements apply after 39 hours.
- c) This salary is fully inclusive of payment for all duties which the NCHD may be required to perform within the average 39 hours worked each week apart from other fees payable by the Department of Social and Family Affairs and/or other State Agencies on the basis of custom and practice. The salary includes rostered lunch breaks.
- d) This salary will be revised in accordance with relevant provisions of the National Pay Agreements or other national agreements.
- e) Statutory deductions in relation to PAYE and PRSI will be made from the NCHD's remuneration.

- f) The NCHD shall not demand or accept payment from any person in respect of the personal provision of professional medical/dental services. The NCHD may engage in professional medical/dental practice exclusively for an Employer(s) and on behalf of the Mental Health Commission, the Coroner, other Irish statutory bodies<sup>6</sup> and medical/dental education and training bodies recognised by the Medical Council of Ireland.

## **11. Unsocial hours / premium payments**

NCHDs, in line with all other health service staff, are paid at single time extra for normal rostered hours during Sunday or a Public Holiday, i.e. for every hour that the NCHD works on a Sunday or Public Holiday (s)he will receive one extra hours pay.

Night duty, which is normally defined as hours worked between 8.00 p.m. and 8.00am, attracts a premium payment of time and a quarter. This may be extended from 5pm to 8am should the period of duty commence at 5pm and run through the night. This premium is only payable to employees rostered for duty through the night, i.e. work at least 3 hours between midnight and 7.00 a.m. It does not include 24 hour call, or twilight shifts that extend into night duty hours (e.g. a roster from 4pm – midnight would not attract night duty premium) but do not run through the night.

## **12. Overtime payments**

- a) Overtime refers to work on-call on-site as required by the Employer in excess of the average 39 hours worked in each week of the roster period.

Overtime is therefore paid when the doctor has worked in excess of 39 hours per week on average, over the averaging period of 4 weeks. This means that overtime is paid for those hours worked in excess of 156 hours over a 4 week period. If an NCHD is not rostered for a public holiday and opts not to use a day's annual leave but instead opts for an unpaid days leave, core pay for that week must not be deducted but overtime will not apply until after 39 hours have been worked in that week.

- b) All hours worked in excess of the averaged 39 hours each week are liable for payment at overtime rates as specified in Department of Health salary scales.
- c) Where the NCHD is rostered to work in excess of 39 hours in any week as part of a roster covering a number of weeks, payment may be calculated in such a manner as to provide for payment of:
- i) no more than 39 hours for each week worked during the roster period at the standard hourly rate;
  - ii) all additional hours<sup>7</sup> in excess of i) above at the overtime rate.

The payment arrangement above should apply in the case of all NCHDs providing services within the public health system, irrespective of where they are employed. Such public health system service will be treated as cumulative for premium payment purposes Arrangements covered by a separate, medical agency contract will not be affected.

- d) All overtime hours worked on a Sunday or public holiday are paid the rate of single time extra.
- e) Unrostered overtime approved by the relevant Consultant / Clinical Director will be paid to the NCHD. The Employer may query such unrostered overtime or approval of same. Should a query be made, the NCHD will be notified of same. Payment will be made subsequent to any queries regarding such unrostered overtime being resolved

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<sup>6</sup> An indicative list of such bodies is available from the HSE Employers Agency, 63-64 Adelaide Road, Dublin 2, tel: 01 6626966, web: [www.hse.ie](http://www.hse.ie)

<sup>7</sup> This includes hours worked in excess of 39 hours for each week worked during the roster period which in themselves exceed 48 hours in any one week.

### **13. On-call off-site**

- a) On-call off-site is defined as a period when the NCHD, is scheduled for a designated period to be off-site but available for emergency work. The NCHD providing on-call off-site makes a specific commitment to be readily available to attend or be in attendance at the employment locations specified during the on-call period.
- b) The NCHD provides on-call off-site on a rostered basis.
- c) On-call off-site is paid as follows:
  - i. For each period the NCHD is rostered on-call off-site, Monday to Sunday half of all hours up to a maximum of 10 hours are paid at the rate of time and 1/4 and the balance is paid at the rate of ½ time thereafter.
  - ii. In addition NCHDs who are rostered for on-call off-site on a Sunday are paid - for the first 8 hours worked between the hours of midnight on Saturday and midnight on Sunday - at the rate of 0.75 time and at the rate of ½ time thereafter. Therefore first 8 hours on-call off-site on a Sunday are paid an additional 3/4 time on top of the otherwise applicable rate.

A “period” of on-call off-site is defined as one continuous week from Monday to Sunday.

- d) Once called and required to attend on-site, NCHDs are paid the normal overtime rate set out in Section 12 above.
- e) The employer will pay the cost of landline telephone installation and rental to those NCHDs rostered off-site on-call.

### **14. Training Supports**

- a) NCHDs are free to select particular structured specialised training programmes, opportunities or courses and make application to participate in same.
- b) Individual NCHDs working within the public health service who are registered on and participate in structured specialised training programmes as defined by the relevant postgraduate medical training body recognised by the Medical Council of Ireland will not be required to make a financial contribution or utilise the funds individually allocated in subsection (d) towards the cost of delivery of such programmes as they are defined in the contractual arrangements.
- c) Individual NCHDs working within the public health service and who are registered on and participating in structured professional competence schemes, pursuant to the intended introduction of such schemes under the provisions of the Medical Practitioners Act 2007, will not be required to make a financial contribution or utilise the funds individually allocated in subsection (d) towards the cost of delivery of such schemes as they are defined in the contractual arrangements.
- d) Pursuant to the 2017 High Court Settlement with the IMO, NCHDs shall be allocated additional individualised funding to cover educational and training activity not covered under the above programmes/schemes or other arrangements including the Clinical Course & Exam Refund Scheme (CCERS) and the Specialist Training Fund (HST and GP Trainees). The following annual amounts are to apply from July 2019: €2,000 for Specialist Registrars and Senior Registrars and GP Registrars, €1,250 for Registrars and Senior House Officers, and €750 for Interns.

Operational and other details are in the HSE NCHD Training Supports Policy available on the HSE website.

The revised funding arrangements will commence at the start of the 2019/2020 training year (July 2019) for an initial period of 3 years. They shall be subject to review at that point or at an earlier date in the context of a general review of the NCHD contract.

Where any disputes arise in relation to entitlement to a refund, the matter shall be referred to the local employer for determination in line with the national policy.

- e) NCHDs will also benefit from the purchase and commissioning by the HSE / employer of generic patient safety, mandatory training and skill courses, including, for example ACLS and infection control.

## **15. Allowances and payments to General Practice Registrars**

- a) General Practice Registrars shall receive an allowance of €11,542 per annum in respect of out of hours work and a payment of €3,847 per annum in respect of travelling expenses incurred while attending patients. This payment of €3,847 shall be payable as an allowance to all GP Registrars. GP Registrars who due to the nature of their assigned practice incur travel expenses which would be greater than the net allowance received shall be entitled to travelling expenses for the additional amount on a vouched basis. GP Registrars on assignment will be advised through their scheme if based on previous claims by trainees to that practice or area of whether this is likely to occur. GP Registrars are also entitled to travelling expenses in respect of attendance at training.
- b) In accordance with the provisions of Labour Court Recommendation 19337, the HSE will reimburse General Practice Registrars who are required to provide their own transport for the carrying out of their duties, in respect of any additional loading over the normal cost of comprehensive insurance cover for such individual, that may be imposed specifically arising from the requirement to provide indemnification to the HSE as part of their insurance policy. Any such additional cost must be verified by the insurance provider.

## **16. Incremental Credit**

- a) Incremental credit is granted to the NCHD in respect of:
  - i) previous employment as an NCHD in Ireland or an EU member state in the public service, including:
    - (1) periods spent in a recognised training post; and
    - (2) periods spent employed by an agency and assigned to the public health service for periods of in excess of two consecutive weeks.

For periods spent employed by an agency there shall be a limit of one incremental point of progression irrespective of the number of periods or duration of same.

  - ii) time spent gaining a graduate qualification (prior to completion of internship) in the health sciences subject to a limit of one incremental point of progression for any such qualification.
  - iii) time spent out of a substantive post whilst gaining a postgraduate qualification (post completion of internship) provided that during such time (s)he was actively engaged in clinical and/or relevant public or private hospital work (whether as part of or separate to the qualification); in a vocational training scheme for general practice; or working as a university lecturer, tutor or demonstrator.

and subject to the provisions of the Public Service Stability Agreements.

- b) In relation to the appointment of a doctor to the post of registrar, he /she should have at least 24 months post qualification (completion of internship) experience before being eligible for such an appointment.
- b) An NCHD will not be regarded as having incremental credit or previous experience at Registrar level unless they have worked for at least three months in a role which requires them to undertake the full range of duties associated with a Registrar post.
- c) An NCHD who takes up appointment as a Senior House Officer having previously held a Registrar post will be placed on the equivalent point of the SHO salary scale.
- d) Periods spent in vocational training schemes for general practice are reckonable for incremental credit.
- e) Locum NCHDs shall be granted incremental credit on the basis of previous recognised hospital experience.
- f) An NCHD who was employed in an EU Member State will be granted incremental credit for such experience. In such cases, incremental credit will be evaluated on the basis of the NCHD's date of registration to practise as a doctor and subsequent experience.
- g) An NCHD who was employed in a state (other than an EU member state) prior to taking up appointment in Ireland may be granted incremental credit where the experience was obtained in a recognised teaching hospital. Satisfactory evidence of same must be provided by the NCHD. Where such a determination is in question, a tripartite committee of the IMO, HSE and DoH will consider the evidence in a similar fashion to questions regarding pre-internship qualifications.
- h) Up to two years incremental credit shall be granted to Maxillo-facial trainees based on previous postgraduate dental experience.
- i) Assimilation to the Specialist Registrar salary scale shall be on the basis of completed years of service as follows on the following salary points:

| Point of Scale                                    | Specialist Registrar Point of Scale                                             |
|---------------------------------------------------|---------------------------------------------------------------------------------|
| 2 <sup>nd</sup> / 3 <sup>rd</sup> SHO             | 1 <sup>st</sup> Point                                                           |
| 4 <sup>th</sup> SHO and 1 <sup>st</sup> Registrar | 2 <sup>nd</sup> Point<br>(maximum point for assimilation for SHO service)       |
| 2 <sup>nd</sup> Registrar                         | 3 <sup>rd</sup> Point                                                           |
| 3 <sup>rd</sup> Registrar                         | 4 <sup>th</sup> Point                                                           |
| 4 <sup>th</sup> Registrar                         | 5 <sup>th</sup> Point<br>(maximum point for assimilation for Registrar service) |

- j) NCHDs appointed to posts of Senior Registrar who have been employed as Registrars for three years or more will be granted one increment for each year or part of a year employed in excess of the first three years. This shall be up to a maximum of three increments over and above the first point on the Senior Registrar scale.

#### **Senior Registrar Pay scale assimilation**

|                                      |                                                        |
|--------------------------------------|--------------------------------------------------------|
| Up to 3 years of Registrar service   | 1st Point                                              |
| 3 to 4 years of Registrar service    | 2 <sup>nd</sup> point                                  |
| 4 to 5 years Registrar service       | 3 <sup>rd</sup> point                                  |
| 5 years or more of Registrar service | 4 <sup>th</sup> point (maximum point for assimilation) |

- k) Incremental credit is not granted to NCHDs in respect of:

- i) Service as locum general practitioner,
- ii) Service in a non-training post with the Irish Blood Transfusion Service.

## 17. Travelling expenses for attendance at interview

The NCHD shall be paid travelling expenses for attendance at interviews within the Irish public health service at public service rates.

## 18. Relocation expenses

- a) All NCHDs on approved rotation schemes are entitled to claim relocation expenses within the state once per annum subject to a maximum payment of €500 in any case and such costs being vouched.
- b) The following expenses are covered:
  - i) Removal expenses of an NCHDs furniture and effects from the old to the new house;
  - ii) Local short-term storage (up to 3 months) when required due to housing difficulties;
  - iii) Cost of insuring (i) and (ii) above at normal insurance rates;
  - iv) The cost of one journey for the NCHD (and dependants) at appropriate public service rates;
  - v) Expenses incurred in lease of principal residence when the NCHD is the owner / occupier.

Original receipts must accompany any claims made.

## 19. Superannuation

On commencing employment, the NCHD (PPS Number: \_\_\_\_\_) will be covered by the terms of the \_\_\_\_\_ (*insert relevant pension scheme as set out in DPER Circular 19/2012 and subsequent related circulars*).

NCHDs appointed for the first time on or after 1st January 2013 or persons returning to public service employment after a break of more than 26 weeks will be members of the Single Public Service Pension Scheme. The Single Scheme provides for CPI-linked defined-benefit pension awards based on career-average pay. Minimum pension age will be linked to the State Pension age (66 years initially, rising to 67 in 2021 and 68 in 2028). Compulsory retirement age for most members will be 70 years.

A copy of the Superannuation Code is available from the relevant HR Department and a statement of benefits will be provided on request. NCHDs are covered by the provisions of the Public Service Superannuation Miscellaneous Provisions Act 2004.

Should the NCHD have taken up employment in the Public Service on or after 1<sup>st</sup> November 2012 and are in receipt of retirement benefits or have an entitlement to Retirement or Preserved Retirement Benefits under any Public Service Pension Scheme, (s)he should provide a description of the current benefit in payment or any entitlement to Pension or Preserved Pension Benefit as follows:

Description of payment / entitlement  
 Annual Gross Pension:  
 Annual Preserved Pension:  
 Paying Authority:

Should this section be completed, it will be taken as a statement by the NCHD that (s)he has an entitlement to such benefits. Should it be left blank, it will be taken as a statement that (s)he does not have an entitlement to such benefits.

## **20. Disciplinary / Grievance Procedures**

A copy of the Employer's Disciplinary and Grievance Procedures will be issued to the NCHD upon his/her commencement of employment. The NCHD shall comply with these procedures.

## **21. Policies and Procedures**

The extent to which the Employer's Policies and Procedures pertain to NCHDs is as outlined in the Employer's Terms and Conditions of Employment booklet.

## **22. Confidentiality**

In the course of the NCHD's employment he/she may have access to, or hear information concerning the medical or personal affairs of patients and / or staff. Such records and information are strictly confidential and in whatever format and wherever kept, must be safeguarded.

## **23. Records and Property**

- a) The NCHD should take all reasonable measures to ensure that records, while in his/her possession, are stored in such a manner that ensures confidentiality, security and ready accessibility for clinical staff when required for patient management.
- b) The NCHD shall not remove from the work setting any records in any format, electronic or otherwise, belonging to the Employer / Health Service Executive (HSE) at any time without having authorisation. Such authorisation will be issued in advance of the first instance and apply thereafter.
- c) The NCHD will return to the Employer / HSE upon request, and, in any event, upon the termination of his/her employment, all records and property and equipment belonging to the Employer / HSE which are in his/her possession or control.

## **24. Clinical Indemnity**

- a) The NCHD will be provided with an indemnity under the Clinical Indemnity Scheme (administered by the State Claims Agency – [www.stateclaims.ie](http://www.stateclaims.ie)) against the cost of meeting claims for personal injury arising out of bona fide actions taken in the course of his/her employment.
  - b) This indemnity is in addition to the Employer's(s') Public Liability / Professional Indemnity / Employer's(s') Liability in respect of the NCHD's non-clinical duties arising under this contract.
  - c) \_\_\_\_\_ (*name of Employer*) strongly advises and encourages the NCHD to take out supplementary membership with a defence organisation or insurer of the NCHD's choice, so that the NCHD has adequate cover for matters not covered by the HSE / employing agency, such as representation at disciplinary and fitness to practice hearings or Good Samaritan acts out of the jurisdiction of the Republic of Ireland.
- 2) For details of the scheme please refer to the scope of coverage document available from the State Claims Agency at <http://www.stateclaims.ie/>

## 25. Review

- a) The terms and conditions of employment as set out in this contract will be reviewed in 2014 by the representatives of the Employers and the NCHDs.
- b) A Contract Implementation Committee, comprising representatives of the Employers and the organisation(s) representing NCHDs will be established and meet semi-annually as required.

## 26. Acceptance of Contract

- a) This Contract, the associated Terms and Conditions and terms expressly incorporated by reference or by statute contain the terms of the NCHD's employment with \_\_\_\_\_ (*insert name of Employer*).
- b) The offer of this Contract by the Employer is subject to the NCHD accepting the offer within the term specified by the Employer and in any event within two weeks.
- c) Either party may withdraw from the offer or acceptance of the offer not later than two weeks prior to date on which the term of employment is to commence.
- d) The NCHD confirms his/her agreement to the following declaration by signing below:
  - i) I declare that I am not the subject of any investigation by a medical registration or licensing body or authority in any jurisdiction with regard to my medical practice or conduct as a practitioner. I have not been suspended from registration nor had my registration or licence cancelled or revoked by any medical registration or licensing body or authority in any jurisdiction in the last ten years nor am I the subject of any current suspension or any restrictions on practise. In addition, I confirm that I am not aware that I am the subject of any criminal investigation by the police in any jurisdiction.
  - ii) I am aware of the qualifications and particulars of this position and I hereby declare that all the particulars furnished by me are true. I hereby declare that to the best of my knowledge there is nothing that would adversely affect the position of trust in which I would be placed by virtue of this appointment.
  - iii) I understand that any false or misleading information submitted by me will render me liable to automatic disqualification or termination of employment if already employed. I understand that this appointment is subject to the receipt of appropriate registration with the Medical Council, satisfactory references, Garda/Police Clearance and Occupational Health clearance.
  - iv) I have read and understood the Medical Council's 'Guide to Ethical Conduct and Behaviour' and any other relevant guidance provided by the Medical Council in relation to ethical or professional conduct. I undertake to apply the Medical Council's ethical and professional conduct guidance to the clinical and professional situations in which I may work.
  - v) I have read this document and I hereby accept the post of \_\_\_\_\_ in accordance with the terms and conditions specified and I undertake to commence duty on \_\_\_\_\_.<sup>8</sup>

Name (Block Capitals): \_\_\_\_\_

Signature of NCHD: \_\_\_\_\_

Initials used by NCHD: \_\_\_\_\_

NCHD's Medical Council Registration Number: \_\_\_\_\_

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<sup>8</sup> To be included in the letter of offer sent to the NCHD before (s)he commences employment.

Date: \_\_\_\_\_

Employer (Block Capitals): \_\_\_\_\_

Signature on behalf of Employer: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix I – Basic salary and allowances for NCHDs

See the current Department of Health salary scales for details of the relevant salary scales

### Abolition of Living Out Allowance:

The Living Out Allowance (€3,193 per annum) was incorporated into the Intern, Senior House Officer and Registrar salary scales with effect from 1st July 2017 in the context of the 2017 Public Sector Pay negotiations. As such, from that date, this allowance is no longer payable to any NCHD.

### NCHDs (A&E)

Shift premium of  $T+1/6^{\text{th}}$  where continuous rotating shift over a 24 hour, 7 day week cycle applies

### Overtime Rates

| <u>Day</u>        | <u>Overtime Payment</u> | <u>Rate</u>       |
|-------------------|-------------------------|-------------------|
| Monday – Saturday | All overtime hours      | $T + \frac{1}{2}$ |
| Sunday            | All overtime hours      | $T \times 2$      |
| Public Holidays   | All overtime hours      | $T \times 2$      |

### On off-site call rates

|                  |                                                                                  |
|------------------|----------------------------------------------------------------------------------|
| Monday – Sunday  | Half of all hours, up to a maximum of 10 hours spent on call – $T + \frac{1}{4}$ |
| Balance of Hours | $\frac{1}{2} T$                                                                  |

In addition NCHDs who are rostered for on-call off-site on a Sunday are paid - for the first 8 hours worked between the hours of midnight on Saturday and midnight on Sunday - at the rate of 0.75 time and at the rate of  $\frac{1}{2}$  time thereafter.

On call off site is calculated over a one week period as follows:

- Each week Monday to Sunday is considered the reference period for payment
- All off-site hours are considered for calculation
- An additional Sunday premium rate is due on top of the basic on call off-site rate for off-site hours on a Sunday for a maximum of 8 hours @  $\frac{3}{4}$  time.