

**WRITTEN QUESTION TO THE MINISTER FOR HEALTH AND SOCIAL SERVICES  
BY DEPUTY M.R. HIGGINS OF ST. HELIER  
ANSWER TO BE TABLED ON MONDAY 30TH JANUARY 2017**

**Question**

Will the Minister publish for members a copy of the document that advertised the position of Consultant Ophthalmologist for which Mr. Alwitry applied in the summer of 2012?

Will the Minister also provide copies of all the standard contractual documents that were used at the time for employment to such posts; and will he confirm whether or not such documents were sent to Mr. Alwitry following his acceptance of the offer of employment and that there were no other contractual documents sent to Mr. Alwitry?

**Answer**

Yes. The advertisement and a copy of the Consultant contract documentation as used in 2012 are reproduced below.

I refer the Deputy to the former Solicitor General's report contained as an appendix to the SEB Comment on P.137/2016 which has been distributed to Members. Paragraphs 43-51 describe the circumstances surrounding the issue of a contract of employment and warrant careful reading. Those circumstances resulted in other contractual documents being sent in due course.

## Job Advert

### CONSULTANT IN OPHTHALMOLOGY

(To commence Winter 2012)

Applicants are invited for the post of Consultant in Ophthalmology; a special interest in a sub specialty is desirable. This post is based at the General Hospital in Jersey. The postholder will work as part of a 1 in 4 rota.

The successful applicant will join a team with two Consultants and two middle grades in a Department that provides the sole eye care service to the population of Jersey and visitors to the Island. The postholder will be expected to share in the care of eye patients through Out Patient and Theatre Sessions and contribute to the management of the Eye Department along with training, teaching and audit.

Just off the north coast of France, Jersey is a thriving cosmopolitan offshore finance centre and enjoys one of the highest standards of living in the world. Renowned as the sunniest spot in the British Isles, tourists swell the population from 90,000 to 130,000 in the summer months. The island's 100 square kilometres of scenic countryside are encircled by soaring cliffs and 40 km of sandy beaches - exposed directly to the Atlantic breakers and home to a vibrant surfing community. Outdoor sporting opportunities on land, surf, sea and in the air abound. The Island's 450 miles of mostly quiet country roads & cycle routes are thoroughfares for both the famous local Jersey cows and regular national motor sport events & rallies; there are also several excellent golf courses. The island also boasts an enviable programme of international arts, music festivals and entertainments. Whether watching the sun set into the sea over a beach barbecue, dining out on award-winning international cuisine served up by Michelin-starred restaurants or club & bar hopping in the town centre is the end to your perfect day, Jersey has the lifestyle & the work environment you're looking for, combined with a maximum tax rate of 20% and excellent affordable private education for your children.

Under Jersey Law, applicants must possess full registration with the General Medical Council and hold a license to practice.

Please go to [www.workingforjersey.gov.je](http://www.workingforjersey.gov.je) where you will be able to view the job description and further information about this post. There will also be a link to enable you to make an application using our online process. For information about living in Jersey and the Island's lifestyle visit [www.jersey.com](http://www.jersey.com)

For an informal discussion about the role, applicants are invited to contact Mr Richard Downes, Consultant in Ophthalmology and Clinical Director for Surgery on xx (Secretary) or xx (Main Switchboard).

The closing date is **Friday 22<sup>nd</sup> June 2012**.

Pre-visits and interviews will take place on **Tuesday 31<sup>st</sup> July** and **Wednesday 1<sup>st</sup> August** respectively.

# Consultant Contract of Employment

(Permanent Appointment)

## JERSEY VERSION

[NAME]

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### The Post

#### 1. Parties to the Contract

The permanent contract is between the States Employment Board (hereinafter referred to as the Employer) and [redacted] who is employed as a [redacted] and (hereinafter referred to as the Employee).

The Employer is: The States Employment Board  
Cyril Le Marquand House  
The Parade  
St Helier  
Jersey  
JE4 8QT

## **2. Date of Commencement of Employment**

This Contract of Employment will become effective from [redacted]. However previous service with the NHS, as a consultant, which commenced in [redacted] has been taken into account for annual/sick leave/seniority purposes.

## **3. General Mutual Obligations**

Whilst it is necessary to set out formal employment arrangements in this contract, the Employer also recognises that the Employee is a senior and professional member of staff who will usually work unsupervised and frequently have the responsibility for making important judgments and decisions. It is essential therefore that the Employee and the Employer work in a spirit of mutual trust and confidence. The Employee and Employer agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

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

## **The Work**

### **4. Location**

The Employee's principal place of work is Jersey. Other work locations, including off site working, may be agreed in the Employee's Job Plan where appropriate, e.g. for supporting professional activities and some direct clinical care such as audit notes. The Employee will generally be expected to undertake their Programmed Activities at the principal place of work or other location agreed in the Job Plan. Exceptions will include traveling between work sites and attending official meetings away from the workplace.

The Employee may be required to work at any site determined by the Employer, including new sites.

## **5. Duties**

### **5.1 Main Duties & Programmed Activities**

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

### **5.2 Associated Duties**

The Employee is responsible for the associated duties set out in Schedule 2 of the Terms and Conditions.

### **5.3 Objectives**

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

### **5.4 On-call Duties & Emergency Responses**

The Employee may also be required to participate in an on-call rota to provide emergency cover (see section 9). When not on-call, the Employer may in exceptional circumstances ask the Employee to return to site for emergencies if the Employer is able to make contact. The Employee is not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, the Employer will review the on-call arrangements accordingly.

## **6. Job Planning**

The Employee and their manager have agreed a prospective Job Plan that sets out the Employee's main duties and responsibilities, a schedule for carrying out the Programmed Activities, the Employee's managerial responsibilities, accountability arrangements, objectives and supporting resources, as appropriate.

The Employee and their manager will review the Job Plan annually in line with the provisions in Schedule 3 of the Terms and Conditions. Either may propose amendment of the Job Plan. The Employee will help ensure through participating in Job Plan reviews that the Job Plan meets the criteria set out in the Terms and Conditions and that it contributes to the efficient and effective use of Health & Social Services resources.

## **7. Programmed Activities**

### **7.1 Scheduling of Activities**

The Employee and their Manager will agree in the schedule of the Job Plan the programmed activities that are necessary to fulfill the Employee's duties and responsibilities, and the times and locations at which these activities are scheduled to take place. The Employee and their Manager will seek to reach agreement in the scheduling of all activities. The Employer will not schedule non-emergency work during premium time without the Employee's agreement.

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

The Employee's Job Plan will contain 10 Public Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. Remuneration for Programmed Activities is set out in section 21 below and schedule 13 of the Terms and Conditions of Service.

## **7.2 Flexibility**

Attaching a time value to Programmed Activities is intended to provide greater transparency about the level of commitment expected of Consultants by Health & Social Services. However, the Employee and their manager can agree flexible arrangements for timing of work.

Programmed Activities may be scheduled either as a single block of four hours, or sub-divided into smaller units of time.

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

The Employee and their Manager may agree, as part of the Employee's Job Plan, arrangements for the annualisation of Programmed Activities. In such a case, the Employee and their Manager will agree an annual number of Programmed Activities and the Employee's Job Plan will set out variations in the level and distribution of Programmed Activities within the overall annual total.

The Employee and their Manager may agree, as part of the Employee's Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

## **7.3 Balance between Direct Clinical Care and other Programmed Activities**

Subject to the provisions for recognising emergency work arising from on-call rotas below, and time in lieu of on-call work, the schedule in the Employee's Job Plan will typically include an average of 75% of the Employee's time for Programmed Activities for Direct Clinical Care duties and 25% of the Employee's time for Programmed Activities for Supporting Professional Activities. Where the Employee's agreed level of duties in relation to supporting professional activities, additional responsibilities and other duties is significantly greater or lower than 25% of programmed activities there will be a local agreement as to the appropriate balance between activities.

The precise balance will be agreed as part of Job Plan reviews and may vary to take account of circumstances where the agreed level of duties in relation to supporting professional activities, additional Health & Social Services responsibilities and external duties is significantly greater or lower than 25% of programmed activities.

#### **7.4 External Duties**

Where the Employee wishes to undertake external duties and include them in their Job Plan, the Employee must negotiate this with their Manager in advance. Scheduling of such duties will be by agreement between the Employee and their Manager. Where carrying out these external duties might affect the performance of direct clinical duties, the Employee must seek approval from their manager and agree a revised schedule of activities at least a month in advance.

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

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

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

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

The Employee and their Manager may agree that the Employee will undertake extra Programmed Activities over and above the 10 Programmed Activities that constitute standard contractual duties. The Employee is not obliged to work more than a maximum of 10 Programmed Activities, however, where the Employee does give their agreement to undertake additional work, the Employee must undertake such activities. The remuneration for these activities is covered by section 21 below and schedules 13 of the Terms and Conditions. Any additional Programmed Activities that are carried out beyond the standard 10 Programmed activities, will be paid at the rates set out in schedules 13 of the Terms and Conditions.

### **8. Premium Time**

From 1 April 2004 the provisions in schedule 7 of the Terms and Conditions will apply to recognise the unsocial nature of work done in premium time and the flexibility needed by Consultants who work at these times as part of a more varied overall working pattern.

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

## **9. On-call & Emergency Duties**

### **9.1 On-call Rotas**

Where the Employee is on an on-call rota, the provisions in schedule 8 of the Terms and Conditions will apply.

The Employee's on-call duties will be set out in the published rota or in accordance with any alternative arrangements that the Employee agrees with their colleagues for providing on-call cover.

### **9.2 On-call Availability**

Where the Employee is on an on-call rota, they will receive time off in lieu as recompense for the frequency and intensity of the rota, in accordance with the provisions of Schedule 8 of the Terms and Conditions.

## **OTHER CONDITIONS OF EMPLOYMENT**

### **10. Registration Requirements**

It is a condition of the Employee's employment that they are, and remain a registered practitioner and be included on the Specialist Register held by the General Medical Council (GMC) or General Dental Council (GDC) and continue to hold a license to practice.

The Employee must at all times work by the principles and values set out in the General Medical Council's Good Medical Practice. A copy of this can be found on-line at [www.gmc-uk.org](http://www.gmc-uk.org)

The Employee must also be appropriately registered with the Royal Court of Jersey.

### **11. Fee Paying Services & Private Professional Services**

#### **11.1 Minimising Potential for Conflicts of Interest:**

In carrying out any fee paying services or private professional services, the Employee will observe the provisions in Schedule 9 of the Terms and Conditions in order to help minimise the risk of any perceived conflicts of interest to arise with their work for Health and Social Services.

#### **11.2 Fee Paying Services & Health & Social Services Programmed Activities**

(Examples of Fee Paying services are set out in Schedule 10 of the Terms and Conditions)

The Employee will not carry out Fee Paying Services during their programmed activities except where they have the agreement of their Manager. Where the Manager has agreed that the Employee may carry out Fee Paying Services during their Programmed Activities, the Employee will remit to the

Employer the fees for such services except where the Employee and their Manager have agreed that providing these services involves minimal disruption to Health & Social Services duties. Schedule 11 Terms and Conditions contains guidance on this subject.

### **11.3 Private Professional Services & Health & Social Services Programmed Activities**

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

### **11.4 Publications, lectures, public relations etc.**

The Employee shall be free, with prior consent of the Employer, to publish books, articles, etc. and to deliver any lecture or speak, subject to the local policy on public relations limitations, whether on matters arising out of their Health & Social Services service or not.

## **12. Deductions from pay**

The Employer will not make deductions from or variations to the Employee's salary other than those required by law without the Employee's express written consent.

## **13. Appraisal and Clinical Governance**

The Health & Social Services appraisal scheme for senior medical staff applies to the Employee's post. The Employee must co-operate fully in the operation of the appraisal scheme. The Employee must also comply with our clinical governance procedures.

## **14. Gifts and Gratuities**

The Employee is required to comply with the States of Jersey policy governing the acceptance of gifts and hospitalities.

## **15. Policies and Procedures**

The Employee is required to comply with the Employer's policies and procedures.

## **16. Grievance Procedures**

The grievance procedures, which apply to this employment are set out in the Medical Staff Grievance Procedure (**current policy attached**).

## **17. Disciplinary Matters**

Wherever possible, any issues relating to conduct, competence and behavior should be identified and resolved without recourse to formal procedures. However, should the Employer consider that the

Employee's conduct or behavior may be in breach of the Consultant Disciplinary Code, or that the Employee's professional competence has been called into question, the Employer will resolve the matter through the disciplinary procedures, subject to the appeal arrangements set out in those procedures (**current policy attached**).

## **18. Intellectual Property**

The Employee will comply with the Employer's procedures in respect of intellectual property which are in line with The NHS's Guidance on the Management of Intellectual Property.

## **19. Other Conditions of Service**

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

## **20. Redundancy**

Wherever possible, redundancy will be avoided. However, if as a last resort the Consultant is to be made redundant, individual consideration will be given to redundancy terms. The above conditions may be varied at any time by the States Employment Board or the States of Jersey.

## **Pay**

### **21. Salary**

#### **21.1 Basic Salary and Incremental progression**

The Employee's basic salary commencement is [redacted] per annum in line with [redacted] of the New Consultant Salary Scales.

This basic salary will increase in accordance with the provisions of Schedule 13 of the Terms and Conditions.

The Employee's Incremental date will be [redacted]

The Employee's basic salary, together with any payments for extra Programmed Activities (see section 21 below), includes payment for all Contractual and Consequential Services.

#### **21.2 Payment of salaries**

Salaries are to be paid by equal monthly installments on the last working day of the month, or if that is an official holiday, on the normal working day before it. Payment is made directly to the Employee's bank account.

#### **21.3 Payment for additional Programmed Activities**

Any additional Programmed Activities that the Employee carries out, beyond the standard 10 Programmed Activities, will be paid at the rates set out in Schedules 13 of the Terms and Conditions.

## **22. Hours of work**

The Employee's contract is based on a normal working week of 10 Programmed Activities. Each Programmed Activity has a notional value of 4 hours.

## **Pension**

### **23. The provisions in Schedule 16 of the Terms and Conditions shall apply.**

The Employee is eligible for membership of the PECRS. Pensionable pay will include basic salary (up to ten programmed activities, but not any additional programmed activities above this).

## **Leave and Holidays**

### **24. Leave and Holidays**

Schedule 17 of the Terms and Conditions sets out the Employee's entitlement in respect of:

- annual leave and public holidays
- professional and study leave
- sick leave
- special leave
- maternity, paternity and adoption leave

## **Other conditons**

### **25. Expenses**

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

- excess travel
- subsistence; and
- other expenses in accordance with study leave

### **26. Housing**

This post has been made open to applicants from outside Jersey because of the need for skills not readily available in the Island. The Employee will not therefore be permitted to transfer to other posts in the public service which are outside this specialist area for a period of 10 years.

**27. Medical Defence subscriptions**

The Health & Social Services Department requires that Consultants be fully subscribed members of a recognised professional defence organisation, or if objecting to such membership on grounds of conscience or some other grounds approved by the Department, an insurance policy covering them in respect of any liability arising out of, or in connection with, their duties, and to produce to the Department the receipts of payment or renewal of subscription or premiums as the case may be.

A refund of part of the subscription payable is in accordance with Schedule 6 of the Terms and Conditions

**28. Ionising Equipment**

The Employee may only use, or be in contact with, ionising equipment if they hold a Certificate of Training in accordance with the 1988 Ionising Radiation Regulations.

**29. Termination of Employment**

Provisions governing termination of employment are set out in Schedule 18 of the Terms and Conditions of Service.

**30. Entire Terms**

This contract and associated Terms and Conditions contain the entire terms and conditions of the Employee’s employment with the States Employment Board, such that all previous agreements, practices and understandings between the Employee and the Employer (if any) are superceded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further otherwise.

Signed: ..... Date:  
.....

**[ ] - Medical Staffing Officer**  
**For and on behalf of the States Employment Board**

I confirm I have received the original of this Contract of Employment and I have understood and agree to honour the terms and conditions set out in this contract of employment

Signed: ..... Date:  
.....

**[ ]**

**Please sign both copies of the enclosed Contract of Employment, retaining one copy for your own**

**information and returning the other copy to [Name] the Medical Staffing Department,  
Peter Crill House (West Wing), Gloucester Street, St Helier, Jersey, JE1 3QS.**

Encls:

1. Terms & Conditions of Service – Consultant Medical & Dental Staff
2. Pension Booklet
3. Medical Staff Grievance Procedure
4. Personal Misconduct Procedure for Senior Doctors
5. Policy for the Handling of Concerns and Disciplinary Procedures relating to the Conduct and Performance of Doctors and Dentists
6. Consultant Relocation Allowance Agreement