

5th December, 1997



DEPARTMENT
OF HEALTH
AND CHILDREN
SLAUGHTER

Building
Healthier People

Chief Executive Officer
each Health Board

Secretary/Manager
Each Voluntary Hospital and
Chief Officer other relevant agencies



Revised Contract for Consultant Medical Staff

Dear Chief Executive Officer / Secretary/Manager / Chief Officer

1. General

1.1 The purpose of this circular is to convey the Minister for Health and Children's approval of the introduction, from 1st January, 1998, of a revised form of contract for consultant medical staff providing services under the Health Acts and to notify arrangements for the implementation of the provisions of the revised contract. A copy of the new form of contract, the accompanying Memorandum of Agreement and attached appendices are enclosed. A copy of the contract documentation is enclosed on a computer diskette. The contract is formatted in 5 versions on the diskette to facilitate various computer packages. The 5 versions are listed as follows:

- .DOC = Microsoft Word 6 document
- .SAM = Lotus Amipro document
- .WP5 = WordPerfect 5.1 document (for DOS)
- .TXT = ASCII text file
- .TEX = Text file with visible codes

If anyone opens the .TEX file, they will have to manually delete all the codes. It was originally saved as text from Word 7.

- 1.2 On foot of negotiations with the representative bodies of the medical profession, the revised form of contract was concluded having regard to the terms of the 1991 Common Contract and of Report No. 36 of the Review Body on Higher Remuneration in the Public Sector.
- 1.3 The form of contract, the appendices to the contract and the Memorandum of Agreement are jointly the contract documents. A full set of copies of these documents should be presented to each consultant offered employment under the terms of this contract. Agencies should ensure that the name of the agency holding the contract is inserted in the locations indicated in the documents and that the appropriate deletions are made where indicated.

2. Offer of Contract

- 2.1 The terms and conditions of the revised contract shall be offered to all holders of the existing (1991) contract in post on 1st January, 1998. The terms and conditions of the revised form of contract will apply to all permanent appointments made with effect from 1st January, 1998. Consultants not accepting the revised form of contract shall not be entitled to any of the provisions of the contract.
- 2.2 Before making a formal offer of the contract and issuing the contract documentation for signing, it will be necessary to determine the preference of consultants who have the right to exercise a right to choose a Category I or a Category II post. These are identified in paragraph 1 of the following section. The request to identify a preferred category should be made in writing and a formal written response requested. A pro forma letter is attached for this purpose. No formal offer of the contract should be made or contract documentation issued to a consultant who has failed to indicate his preference by 31st January, 1998.
- 2.3 In cases where a consultant holds a joint appointment the agencies concerned should ensure that the issuing of the pro forma letter and the contract are co-ordinated so as to ensure consistency.

3. Options for existing Consultants

- 3.1 Consultants who had an entitlement to exercise an option under paragraph 3.8.3 of the Memorandum of Agreement attached to the 1991 contract and who had not exercised that option at the date of offer of this contract, will have the right to opt for a Category I post or a Category II post.
- 3.2 Consultants who had already exercised an option under paragraph 3.8.3 of the Memorandum of Agreement will be assimilated on the following basis:

Geographical Wholetime with Fees consultants will be assimilated to Category I posts:

Existing "Wholetime" consultants will be assimilated to Category II posts.

3.3 Consultants appointed after 1st June, 1991 will be assimilated on the following basis:

Geographical Wholetime with Fees consultants will be assimilated to Category I posts.

Existing "Wholetime" consultants will be assimilated to Category II posts.

3.4 Your attention is drawn to new provisions governing the movement of consultants between categories in circumstances other than in the context of the offer of the revised contract (Paragraph 3.10 of the Memorandum of Agreement). A consultant may apply after five years has elapsed to change category. Where the employing authority is not prepared to agree to the application, there is provision for referral to an agreed third party for a recommendation. All changes to category of post require the prior approval of Comhairle na nOspidéal.

3.5 The 5 years referred to in 4 above should be counted from the date of acceptance of the new contract where:

(a) The consultant has the right to exercise an option as outlined above or

(b) Where the employing authority is prepared to agree to the change sought.

In all other cases the 5 years should be counted from the date of original appointment.

4. Geographical Wholetime Without Fees

4.1 No new posts will be created in the Geographical Wholetime Without Fees category. Consultants who held posts in this category on 20th September, 1997 or who had given written notice to their employing authority(s) by that date of their intention to exercise an option under paragraph 3.8.3 of the Memorandum of Agreement attached to the 1991 Common Contract to change to that category, will be allowed, on a personal basis, to exercise an option to remain as a Geographical Wholetime Without Fees Consultant.

5. Part-time Consultants

5.1 Consultants holding Geographical Wholetime with fees or Existing "Wholetime" contracts who wish to opt for a part-time commitment may do so subject to the agreement of the employing authority or authorities concerned on the implications of this choice and the approval of Comhairle na nOspidéal.

5.2 Consultants holding existing part-time posts under the common contract will be offered a Category II post with a similar commitment under this contract.

6. Joint Appointments

6.1 Comhairle na nOspidéal's guidelines relating to Joint Consultant Appointments by Two or More Authorities are now appended as Appendix A of the Memorandum of Agreement. These guidelines are now a part of the contract documents.

6.2 In drawing up contract documents the following wording should be used in paragraph 2 of the form of contract irrespective of whether one single contract or more than one inter-dependent contracts are being used:

"2. You are hereby offered an appointment of Consultant (Specialty) as a Geographical Wholetime Without Fees / Category I / Category II / Part-time) Consultant under (Hospital A and Hospital B) from (Date) subject to the terms and conditions specified in this contract, its appendices and in the Memorandum of Agreement appended hereto; these jointly being the contract documents. This appointment has a weekly commitment of (total number of sessions) as defined in Section 2.11 of the Memorandum of Agreement, of which (number of sessions) are at (Hospital A) and (number of sessions) are at (Hospital B)".

6.3 Employing authorities who are the contract holders for joint appointments should ensure at all times and in respect of all aspects of the appointment that they keep each other fully informed of any matter likely to affect the appointment. Particular attention should be paid to matters affecting probation and the confirmation or termination of appointments.

7. Consultants to whom contracts should not be offered.

7.1 At this stage revised contracts should not be offered to the following consultants:

Consultants who do not hold the original (1981) common contract or the 1991 common contract for consultants;

Consultants holding "wholetime" academic / clinical appointments;

Masters of maternity hospitals.

7.2 Permanent consultants who do not hold either the 1981 common contract or the 1991 common contract are not entitled to the terms and conditions of the revised contract. Where a permanent consultant who does not hold the common contract expresses a wish to have the revised contract offered to him, he should apply to his employing authority. The employing authority may then apply to this Department for approval to offer the contract. The approval of the Department of Health is essential. Where the post which the consultant holds has not been structured by Comhairle na nOspidéal, the prior approval of Comhairle must be obtained.

7.3 Further letters will be sent to you in respect of consultants holding teaching posts and the Masters of maternity hospitals. Where the management of an agency are uncertain as to whether they should offer a contract to a consultant they should contact this Department before making any such offer.

8. Form of Offer

8.1 Employing authorities should take great care in drawing up and issuing the contract documents. All of the bracketed spaces in the form of contract should be filled in by the employing authority before a contract is offered. Where practical the employing authority and the consultant should sign the contract simultaneously. Under no circumstances should an employing authority issue signed blank forms of contract to consultants. Where it is not possible to have the contract signed simultaneously by the parties the returned signed contract should be checked carefully to ensure that it is identical to that issued for signature. Any corrections, alterations etc. should be made by the employing authority and fresh documents issued for signature.

8.2 Employing authorities should ensure that the following documents are appended to each contract:

Appendix I: A copy of Comhairle na nOspidéal's letter setting out the type of appointment, and the qualifications specified for the post.

Appendix II: A Job Description (new appointments only)

Appendix III: Grievance and Disputes Procedure.

Appendix IV: Disciplinary Procedure.

8.3 Your attention is drawn to Appendix III and IV which are significantly different from the provisions of the 1991 contract. These provisions will now be standard in all agencies. All necessary steps should be taken to ensure that members of your staff likely to be involved in operating these procedures are made familiar with them.

9. Scheduled Commitment

9.1 Under the contract Category I and Category II consultants will have a scheduled weekly commitment of 11 fixed and flexible sessions. In addition, consultants are available to work for up to 2 non-schedulable sessions per week. Part-time consultants have a scheduled commitment proportionate to their commitment i.e. a consultant with a 9 session commitment is liable for 9 fixed and flexible sessions plus 2 non-schedulable sessions.

9.2 The scheduled commitment will be discharged in the hours normally worked within the Monday to Friday working week. This does not preclude fixed and flexible sessions being scheduled for outside these periods e.g. in the evenings or at weekends subject to the employing authority being satisfied that these commitments are fulfilled at these times and that other resources such as staff and physical facilities can be effectively and efficiently deployed at these times.

10. Fixed, Flexible and Non-Schedulable Sessions

10.1 The activities to be included in the three types of session are outlined in Section 2.11 of the Memorandum of Agreement. It is suggested that fixed sessions should have firm start and target finish times. Flexible sessions should be identified in terms of sessions on a particular morning or afternoon. Consultants are required to personally discharge the entire commitment under all three types of session.

10.2 The revised contract documentation introduces new obligations on consultants to produce and agree a schedule which specifies how the scheduled commitment is to be discharged. These provisions are contained in Section 6.2 of the contract and Section 2.11 of the Memorandum of Agreement. Paragraph 6.2 (vi) obliges consultants to produce sufficient information on the discharge of their scheduled commitment to satisfy employing authorities that the contractual commitment is being fulfilled. The schedule for each consultant should include details of his rostered on-call commitment. In this connection please see the section of this circular dealing with Emergency Services (See paragraph 13.4)

10.3 Your attention is also drawn to a new provision at paragraph 6.2 (ii) of the contract. This obliges consultants to give adequate written notice of all planned absences and their duration. Where they do not already exist, administrative arrangements should be put in place to receive these notifications and to record the length of the absence, the reason for the absence and the type of leave taken e.g. annual leave, special leave, CME leave, rest day leave etc.

11. Private Practice

11.1 Where a consultant has indicated his intention to opt for a post as a Category II consultant his attention should be drawn to the contents of paragraphs 2.9.2 and 2.9.4 of the Memorandum of Agreement which govern the conditions under which he is allowed to engage in private practice outside the public hospital. Consultants in this Category should be asked to indicate how they propose discharging their 11 session commitment.

11.2 Where there is doubt as to whether any specific activity falls into the category of "on-site" or "off-site" private practice (as defined in paragraphs 2.9.5 and 2.9.6 of the Memorandum of Agreement), the matter should be referred to this Department for clarification.

11.3 Your attention is drawn to new provisions governing the balance of a consultants public and private practice in the public hospital (Paragraph 2.9.3).

12. Remuneration and Expenses

12. Remuneration

12.1 The principles underlying the remuneration provisions of the revised contract are outlined in Section 4 of the Memorandum of Agreement. The exact rates of remuneration payable under each heading are outlined in Appendix B of the Memorandum of Agreement.

12.2 A schedule outlining the basis on which retrospective payments are to be calculated for each category of consultant is attached to this circular.

13. Extended Duty Liability

13.1 Your attention is drawn to the fact that the provisions relating to payment for extended duty liability have been significantly changed. Paragraph 4.3.1 states that the employing authority is responsible for arranging appropriate rosters for the provision of emergency services for patients already in hospital and patients brought into the hospital in emergency.

13.2 Under the provisions of the new contract payment for extended duty liability is divided into two components:

(a) A flat rate payment of £1,800 per annum to be paid to all consultants with an on-call liability.

(b) Additional allowances to be paid to consultants on 1:1, 1:2 and 1:3 rosters. The current value of these allowances is outlined in Appendix B of the Memorandum of Agreement.

13.3 In order to identify the consultants to be paid the additional allowances referred to at 2 (b) above hospitals will need to conduct a review of existing on-call arrangements. Where hospital management is satisfied that the existing arrangements or appropriately amended arrangements, meet its requirements for emergency cover in the most cost-effective manner it should formally ratify the rosters as the basis for payment of the additional allowances.

It must be emphasised that these allowances can only be paid on the basis of the formal approved rosters. They should not be paid on the basis of any informal rostering arrangements. Particular attention should be paid to sub-specialty rosters to ensure that they meet the criteria determined by the hospital to qualify as an emergency service.

13.4 An initial examination of existing rosters should begin immediately. On the basis that many rostering arrangements are well-established and approved it is not envisaged that this exercise should be prolonged. In any event it should be completed by 31st March, 1998. As it is not intended that this change in the payment system for extended duty liability should result in a change in formal rostering practice hospital management should carefully scrutinise any claims for these additional allowances based on rosters which are not currently approved.

13.5 The approved roster for the purpose of being paid the higher extended duty liability allowances and for calculating rest day entitlements should be taken as the roster which is in place for the greater part of any year. A roster which becomes temporarily more onerous due to the absence of one or more consultants should not result in the payment of a higher allowance or to an entitlement for more rest days. Similarly the absence on leave of a consultant should not normally lead to a reduction in the value of his annual allowance or in his entitlement to rest days. However, if a consultant is absent for more than four weeks or is replaced by a locum he is not entitled to rest days in respect of his absence.

14. Emergency Services

14.1 The circumstances in which a consultant is to be paid for attending at the hospital to perform urgent diagnostic or treatment procedures are outlined in paragraph 4.4.3 of the Memorandum of Agreement. To qualify for payment under the provisions a consultant must be rostered for emergency duty. In addition he must be called by another doctor, a nurse or other person designated for that purpose and attend at the hospital to perform clinical work of an urgent nature. Alternatively while rostered for emergency services he may exercise his professional judgement and attend at the hospital to perform work of an urgent nature.

14.2 Payment in respect of emergency services is now to be made on the basis of each call-out rather than on the basis of each patient as heretofore. It should also be noted that payment in respect of calls made in the exercise of professional judgement is only to be made when the consultant concerned is rostered for emergency services.

15. Transitional Arrangements

15.1 Pending completion of the review of emergency on-call rosters referred to above, hospital managements should put in place appropriate mechanisms to record and monitor emergency call-outs. The existing B + C factor payment arrangements should cease on 31st December, 1997. The flat rate extended duty liability allowance of £1,800 per annum may be paid to consultants with an on-call liability on signing the new contract. Payment of the additional allowances to consultants on 1:1, 1:2 and 1:3 rosters and payment of the new emergency call-out rates should not be made until the review of rosters is completed. However, these payments, when made, should be backdated to 1st January, 1998.

16. Expenses

16.1 Travelling and subsistence expenses should be paid in accordance with paragraph 4.6 of the Memorandum of Agreement. Consultants with joint appointments or with commitments at more than one location should only be paid travelling expenses in respect of travel between the locations specified in their schedules where the schedule has been agreed by management. The journeys for which travel expenses will be reimbursed must also be agreed.

17. Medical Indemnity

17.1 The basis on which consultants should be reimbursed for the cost of their medical indemnity subscriptions is set out in paragraph 2.10 of the Memorandum of Agreement. Employing authorities should satisfy themselves that a consultant has paid his subscription to, and received a certificate of membership from his medical defence organisation for the full period for which reimbursement is being sought before making any payment. However, in order to facilitate prompt payment to consultants employing authorities should, on presentation of evidence that the subscription has been paid, make the necessary administrative arrangements for the reimbursement to be made on presentation of the certificate of indemnity.

17.2 Paragraph 2.10.2 sets out the reimbursement rates for payment. The final sentence of that paragraph refers to consultants who were entitled to an 85% or 90% reimbursement in the 1981 - 1991 period who opted for an Existing "Wholetime" Contract in 1991. They were allowed retain their 85% or 90% rate on a personal basis and this arrangement should continue for those in that position.

18. Continuing Medical Education

18.1 An agreed statement on continuing medical education is at paragraph 4.7 of the Memorandum of Agreement. The 1991 contract provided for the establishment of a fund of £500,000 as an additional contribution to pre-existing expenditure on continuing medical education. This fund was allocated on the basis of allowing expenditure of up to £500 per consultant per annum for this purpose.

Under the 1997 contract an additional amount of £500 per consultant per annum is to be made available, giving an aggregate figure of £1,000. As before, consultants may opt to have this sum aggregated over a number of years to allow attendance at a particular meeting, conference etc. Similarly, a consultant may apply for a grant in excess of £1,000 in any one year in return for foregoing grants until the amount advanced is equalled by his aggregated entitlement. It is emphasised that this funding should not be used as a substitute for existing expenditure from training budgets or other sources but to support net additional activity.

19. Locums

- 19.1 The provisions relating to locum cover are outlined in Section 5.8 of the Memorandum of Agreement. Employing authorities should continue to bear in mind the need for economy in making arrangements for the provision of locum cover. As indicated in the Memorandum of Agreement, guidelines on the remuneration of locums will be circulated in early 1998.
- 19.2 In order to minimise the problems surrounding the employment of locums, employing authorities should agree with consultants on the locum requirements for each year as early as possible. Discussions will take place with employing authorities and the medical organisations in early 1998 on the criteria to be used in allocating the locum fund contained in paragraph 5.8.7 of the Memorandum of Agreement.

20. Ethical Principles

- 20.1 Existing contractual provisions in relation to ethical principles in individual non-health board hospitals should be inserted as clause 8.11 in the form of contract where applicable.

21. Superannuation

- 21.1 Consultants accepting the revised form of contract will be pensionable and subject to a retiring age limit of 65 years. Remuneration in respect of the scheduled commitment and extended duty liability only shall be pensionable, i.e. as outlined at Sections 1 and 2 of Appendix B of the Memorandum of Agreement.
- 21.2 A separate letter will be sent to you in relation to the calculation of pensions of consultants about to retire and in relation to the adjustment in the pensions of consultants who have already retired.

22. Grievance and Disputes Procedure

- 22.1 As provided for in Section 7 of the Memorandum of Agreement, a grievance and disputes procedure is to be provided to deal with problems arising from the implementation of the revised contract. It was agreed by the parties to the negotiations on the revised contract that all disputes should be resolved at local level. The grievance and disputes procedure proposed should only be availed of as a last resort. The extent to which the parties to any dispute have exhausted all local mechanisms and have made a genuine effort to resolve the dispute at this level will be among the criteria to be applied in determining whether any particular problem is appropriate to the grievance and disputes procedure.

23. Consultants in Management

23.1 The involvement of consultants in the management process in hospitals is dealt with in Section 7 of the contract and Section 6 of the Memorandum of Agreement. The contract provides for the establishment of Executive Management Boards in hospitals where this has not already occurred. More detailed guidance on the establishment of these boards and on the creation of sub-board clinical management structures will issue in due course. In the interim, employing authorities should revise their existing structures with a view to adapting them to meet their obligations under the new contract.

24. Rest Days

24.1 The rest day entitlements of consultants with an on-call liability are set out in paragraph 5.6 of the Memorandum of Agreement. As a consultant's rest day entitlement is now dependent on his rostered on-call liability this will need to be determined following the review of rosters referred to in paragraph 13.4 of this circular.

24.2 The parties to this contract are agreed that the primary purpose of rest days is to allow a consultant to take a period of rest following completion of a period spent on-call. Accordingly, every effort should be made to facilitate a consultant taking his rest day entitlement as soon as possible after the on-call period to which it pertains.

24.3 Where it is not possible, for service reasons, to take this leave immediately it may be accumulated as follows:

- If the leave entitlement is to be availed of as time off it may be accumulated for a maximum of six months from the earliest date to which it relates. If this accumulated leave is not taken within the six months it must be forfeited.
- If the leave entitlement is to be exchanged for a payment-in-lieu it may be accumulated for a maximum of three months from the earliest date to which it relates. The leave untaken at that point may be paid for at a rate equivalent to the daily rate for the category of post which the consultant occupies.

24.4 For administrative convenience it is suggested that these three and six month periods should start from a fixed date e.g. 1st January of each year. Therefore, leave to be bought out will be determined at the end of each quarter in respect of all rest days untaken in that quarter. Similarly leave to be taken should be determined at the end of June and December as appropriate of each year. It is clearly important that accurate records be kept of both rest day entitlements as they accumulate and of such leave as it is taken.

24.5 Paragraph 5.7 of the Memorandum of Agreement outlines a series of exceptional arrangements to eliminate rest days which have already been accumulated but which have not been taken by 31st December, 1997, hereinafter referred to as "historic rest

days". To avail of these arrangements a consultant must make an application to the employing authority before 30th June, 1998.

- 24.6 On receipt of such an application an employing authority should verify the claimed entitlement to rest days. It should also satisfy itself that any of the days claimed had not been taken as either rostered time off or as other leave. Where local agreements existed for rest days to be taken on a regular basis, even if this did not equate to taking the full entitlement, there is no entitlement to accumulate any untaken balance for the purpose of taking leave in advance of retirement.
- 24.7 Where a consultant has already received financial compensation in respect of untaken rest days he will not be entitled to benefit from the provisions of paragraph 5.7 of the Memorandum of Agreement.
- 24.8 The basis to be used in calculating the historic rest day entitlement is two days per week-end rostered for on call emergency duty.
- 24.9 The agreed and verified entitlement to time off is to be taken as paid leave immediately prior to the consultant's retirement date. Where the consultant intends to work to his 65th birthday the leave is to be taken in his 64th year immediately prior to his actual date of retirement. Where a consultant proposes to retire at age 60 or over but before his 65th birthday he may take the leave immediately prior to his effective date of retirement. Under no circumstances is this leave to be granted other than as part of a consultant's retirement arrangements.
- 24.10 This leave is not available to consultants who propose to work as their own locums following their retirement or who propose to continue working in the public hospital system.
- 24.11 A consultant retiring between 1st January, 1998 and 31st December, 1998 who has accumulated more than 250 rest days can only avail of that proportion of this leave that will take him to his retirement date.
- 24.12 The attention of consultants with accumulated rest days should be drawn to paragraph 5.7.2 of the Memorandum of Agreement which states explicitly that any consultant signing this contract agrees to accept these provisions as a full and final settlement of any claim for compensation in respect of accumulated rest days.

25. Information Seminars

- 25.1 It is intended that management will be appraised of the contents of the new contract and in this regard it is proposed to stage information seminars, which will be attended by members of the management team, as follows:

1	Eastern Health Board / Eastern Region	12/12/97 10:30 a.m.	Dr Steeven's Hospital
2	Midland Health Board area Mid-Western Health Board area North Eastern Health Board area South Eastern Health Board area	13/01/98 11:00 a.m.	Midland Health Board Headquarters, Tullamore
3	North Western Health Board area Western Health Board area	14/01/98 11:00 a.m.	Mayo General Hospital, Castlebar
4	Southern Health Board area	21/01/98 11:00 a.m.	Cork University Hospital

25.2 Please note that the voluntary agencies in each health board region are included in the invitation in their respective areas. At this stage, I am inviting the Chief Executive Officers, Programme Managers, Personnel Officers and Finance Officers of the Health Boards together with the Secretary Managers / Chief Executives and one other from the voluntary agencies to attend on the appropriate day. At a later stage further information sessions will be provided, if required.

26. Conclusion

26.1 A further letter will issue to you in relation to the financial aspects of the implementation of the new contract.

26.2 Any enquiries in relation to the implementation of the revised contract, including the contents of this circular, should be addressed to the following:

Department of Health and Children

Mr Brendan Phelan
Mr Pat O'Byrne
Mr Kieran Smyth
Ms Carolyn O'Neill

Health Service Employers' Agency

Mr Pearse Costello

Yours sincerely



Frank Ahern
Director
Personnel Management and Development

PRO-FORMA LETTER TO CONSULTANTS

Dear _____

The Minister for Health and Children has now authorised health agencies to offer the revised consultants' contract to consultants who are entitled to such an offer. To allow the (name of employing authority) to prepare and offer you the appropriate form of contract and associated documentation, the health board / hospital needs to determine the category of post which you will be offered.

According to our records you hold a Geographical Wholetime Without Fees¹ / Geographical Wholetime With Fees / Existing "Wholetime" / Part-Time contract with a total of _____ sessions of which _____ are under this health board / hospital. The balance of your commitment is under (name of any other employing authority(s)). In the absence of any indication to the contrary, you will be offered a (Geographical Wholetime Without Fees / Geographical Wholetime With Fees / Existing "Wholetime" / Part-Time) appointment under the new contract.

If you had the right to exercise an option to change categories under paragraph 3.8.3 of the Memorandum of Agreement attached to the 1991 contract and did not do so before now you may opt for a Category I or Category II post. You are now requested to do so as soon as possible but in any event not later than 31st January, 1998. If you had already exercised the option or were appointed since 1st June, 1991, you do not have a contractual right to opt for a Category I or Category II post and you will be assimilated to the new contract on the following basis:

Geographical Wholetime With Fees	Category I post
Existing "Wholetime"	Category II post

Part-time consultants will be offered contracts with an identical commitment to their present contracts.

¹ Only available to those in that category on 20th September 1997 or who had given written notice of their intention to exercise an option to move to that category under paragraph 3.8.3 of the 1991 Memorandum of Agreement by 20th September, 1997.

Consultants who do not have a contractual right to exercise an option but who wish to be offered a contract in a category other than that proposed above should contact the undersigned immediately.

All changes to category of post require the prior approval of Comhairle na nOspidéal.

Finally, you are requested to complete the form below and return it to the undersigned as soon as possible so that a formal offer can be made.

Yours sincerely

(Name)

FORM INDICATING OPTION

- * I hereby indicate my agreement with the category of post proposed above.
- * I wish to exercise an option under paragraph 3.8.3 of the Memorandum of Agreement attached to the 1991 contract to seek a post as a () consultant.
- * I wish to discuss a change to my present category.
- * DELETE WHICHEVER IS NOT APPROPRIATE