

Acting Management Side Secretary, Mike Walker
Layden House, 76 - 86 Turnmill Street,
London, EC1M 5LG
Telephone 020 7296 6723 Fax 020 7296 6686
Direct Dial
020 7296 6723
020 7296 6712
e-mail: gill.gittins@lg-employers.gov.uk

**JOINT NEGOTIATING
COMMITTEE FOR FORENSIC
MEDICAL EXAMINERS**

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**To: Clerks to Police Authorities
Chief Constables**

—
15th April 2004

CIRCULAR FME 7

Dear Sir/Madam

1. The agreement in respect of the annual increase in the level of fees within the JNC for Forensic Medical Examiners, reviewed with effect from 1st April each year, currently states that such fees should be increased in line with the annual recommendation on remuneration for general practitioners by the Doctors and Dentists Review Body (DDRB).
2. Authorities will be aware from circular FME 6 that the report of the DDRB was not released in time to action an increase for 1st April 2003. When the report was eventually released it did not include the annual recommendation referred to in paragraph 1 above, and indeed it will no longer do so.
3. The British Medical Association (BMA) subsequently put forward a claim, which suggests an alternative up-rating process, and proposed percentage increases for 2003/4, 2004/5 and 2005/6.
4. The BMA believes that Forensic Medical Examiners (FMEs) are almost exclusively drawn from NHS general practice and that many combine NHS practice with FME duties. They therefore make direct comparisons between their, and their colleagues', NHS earnings and their earnings as FMEs. Accordingly they have proposed an up-rating mechanism which would provide annual increases with effect from 1st April each year in line with estimated increases in *net profit per GP*. The calculation is based upon independent data produced by the Department of Health for GP contract negotiation purposes.
5. Based on the calculations that have been made for 2003/4, 2004/5 and 2005/6, the BMA have proposed a three stage agreement with increases on the 2002/3 base of:
 - 11.3% for 2003/4

- 19.0% for 2004/5
- 25.5% for 2005/6

6. In recognition that authorities would not have budgeted for such increases the BMA would be prepared to settle for an increase of 7% for last year (2003/4) in order to secure a three year deal (including the full increases at stages 2 and 3), and a commitment to use of the proposed up-rating mechanism in future years. However, this would still be problematic for authorities given the level of increase and the administration involved in payments backdated to April 2003.
7. A further aspect to the claim is a request to include an element of reimbursement toward the cost of the appraisal system that forensic physicians are establishing in order to secure revalidation by the General Medical Council. In the future GPs will have to demonstrate continuing 'fitness to practice' to an external review panel at periodic intervals. It is possible the FMEs who are also GPs may be able to revalidate their specialist FME role as part of the wider process of annual appraisal in general practice. Those who work solely as FMEs must also have a means of revalidating, either through annual appraisal or by an independent route. Any FMEs who have not been granted a license to practice by 1st January 2005 will no longer be able to carry out such work. The cost of appraisal for each FME is anticipated to be in the region of £1000 and it is an element of this cost that the BMA wishes to see included in the settlement for the current year.
8. Discussions have taken place at joint secretarial level. However, we would be grateful to receive your comments in respect of the claim in order to further inform the Management Side in negotiations. Comments, should be forwarded to me by **5th May 2004** at the above address or by e-mail to gill.gittins@lg-employers.gov.uk
9. Respondents are asked to include the following in their response:
 - (a) Which agreement is currently operated within the authority – sessional or retained?
 - (b) General comment on the pay claim including the level of increases sought, period covered, and backdating.
 - (c) Specific comment on contribution towards the revalidation process.
 - (d) Your view on the appropriateness of the up-rating mechanism, which would link increases in FME fees to *net profit per GP*.
10. A copy of circular FME5 which contains the current fees and, where appropriate, retainer levels is attached for ease of reference (Appendix A).

Yours faithfully,



Gillian Gittins (Mrs)
Senior Negotiating Officer

APPENDIX A

Management Side Secretary, Charles Nolda
Layden House, 76 - 86 Turnmill Street,
London, EC1M 5LG
Telephone 020 7296 6600 Fax 020 7296 6751
Direct Dial
020 7296 6723
020 7296 6712
e-mail: gill.gittins@lg-employers.gov.uk

Staff Side Secretary, Chris Hartley
BMA House, Tavistock Square
London, WC1H
Telephone 020 7387 4499

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JOINT NEGOTIATING COMMITTEE FOR FORENSIC MEDICAL EXAMINERS

**To: Clerks to Police Authorities
Chief Constables**

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10th May 2002

CIRCULAR FME5

Dear Sir/Madam

The attached fees payable to the Forensic Medical Examiners have been agreed and apply from 1 April 2002.

The Sessional Agreement is attached at Annex 1, the Retained Agreement at Annex 2 and the Specialist Agreement at Annex 3.

Please note this copy supersedes that dated 30th April 2002 which unfortunately still contained some draft changes to the text.

Yours faithfully,
CHARLES NOLDA
C V HARTLEY
Joint Secretaries

**SESSIONAL AGREEMENT FOR THE REMUNERATION OF
FORENSIC MEDICAL EXAMINERS**

FEE LEVELS FROM 1ST APRIL 2002

(1) Allowances

- 1.1 Duly appointed principal forensic medical examiners who undertake administrative duties shall be paid a supplementary fee of £2,856.00
- 1.2 Forensic medical examiners who have passed Part 1 of the Diploma in Medical Jurisprudence (DMJ) or other recognised qualification (equivalent to Part One of the DMJ) in forensic medicine approved by the police authority shall be paid a supplementary fee of £1,142.50 p.a.
- 1.3 Forensic medical examiners who hold the Diploma in Medical Jurisprudence (DMJ) or other recognised qualification in forensic medicine approved by the police authority shall be paid a supplementary fee of £2,284.50 p.a.

(2) Item of Service Fee

- 2.1 A fee of £21.00 for each item of service, (i.e. contact episode) shall be paid except in connection with the offence types as listed below. This payment would include the provision of any statement required at the time of the visit.
- 2.2 Where the contact exceeds 30 minutes in duration, an additional fee of £21.00 per 30 minutes (or part) would be paid.
- 2.3 Contact time shall be measured from the time the forensic medical examiner is available at the police station or other location and thereafter for each subsequent half-hour or part thereof.
- 2.4 Where a forensic medical examiner has arrived at a police station or other location but, as a result of a refusal by the individual to co-operate or for any other reason, is unable to conduct an examination the contact fee shall be payable.
- 2.5 Where there is a delay between the first and second, or between subsequent cases, at one location, the time for the second or subsequent case starts at the time the forensic medical examiner is available to undertake the second or subsequent examination.
- 2.6 Where the forensic medical examiner is required to travel outside his or her agreed district and the outward and return journey time exceeds 1 hour in total, then a fee of £21.00 shall be paid, with an additional £21.00 for each additional 30 minutes of travel time after the first hour, as set out in the table below:

Total travelling time (sum of outward and return journeys)	Fee payable
1 hour	£21.00
1 hour 30 mins	£42.00
2 hours	£63.00
2 hours 30 mins	£84.00
3 hours	£105.00
3 hours 30 mins	£126.00
4 hours	£147.00

2.7 Where a forensic medical examiner is called to examine a victim or a suspect in connection with charges relating to :

Murder

Attempted Murder

Sexual offences

Child protection

and has been required to complete a comprehensive clinical examination, then the following fees shall be paid in all such cases:

<u>Day</u>	<u>Night/Unsocial Hours</u>
Between 0800 and 1900 hours	Between 1900 and 0800 hours
£70.00	£105.00
	Saturdays, Sundays and Public Holidays

2.8 Where the examination, including making notes at the time, exceeds 30 minutes in duration, an additional fee of £17.50 (day) or £26.50 (night/unsocial hours) shall be paid for each additional 30 minutes or part thereof beyond the 30 minutes.

2.9 Where a trainer and trainee attend the same call forces may wish to consider paying a fee to the trainee in addition to the trainer.

(3) Statement Fee

3.1 Where a statement or report is required at a later date, a fee of £26.50 shall be paid, except where a forensic medical examiner was called to examine a victim or a suspect in connection with charges relating to:

Murder

Attempted Murder

Sexual offences

Child protection

and was required to complete a comprehensive clinical examination, then a fee of £63.50 shall be paid for the statement.

(4) Sessional Fee

- 4.1 A fee shall be paid to each forensic medical examiner required to be on-call for a session. The value of these fees will be calculated locally, on the following basis (using the last 12 months data available) :
- a. Identify the total budget for forensic medical examiner payments (having taken away amounts required for any other medical services or training). Then, applying the rates operative under this agreement calculate the costs of the contact fees, statement fees, mileage costs, fees for other services or visits (e.g. the fee for doctors attending sexual assault/child protection cases). This will leave a balance from which the new sessional fees will be paid.
 - b. Determine the number of forensic medical examiners required to be “on-call” and “on duty” at any given time. If this varies day or night, or across the week take an average. (This number is likely to be between 3 and 7 for small to medium forces, and between 6 and 12 for larger forces)
 - c. Divide this remaining sum by the number of forensic medical examiners “on duty” and then divide by 365 to arrive at a ‘daily rate’ (as a guide, this is likely to come out at between £100 and £250).

[Subsequent calculations for day/night sessions, as well as public holidays and weekends can then be made according to the established formulae]

- 4.2 Forces may wish to create two, three, or more sessional rates according to the work intensity in a particular district.

(5) Annual Review

- 5.1 In the absence of any other agreement, the fees should be revised annually in April in line with the Doctors’ and Dentists’ Review Body recommendation on the intended average net remuneration for general practitioners.
- 5.2 The sessional fee shall be a matter for local determination, however in the absence of any other local agreement, the sessional fee shall also be revised by an amount equivalent to the Doctors’ and Dentists’ Review Body recommendation on the intended average net remuneration for general practitioners.

(6) Mileage rate

- 6.1 A rate of 38p per mile to be paid where the doctor is required to use their own car.

(7) Personal Income Protection

7.1 It was recognised that these arrangements for the remuneration of forensic medical examiners represented a significant change in the basis upon which a forensic medical examiner's income was derived. In order to protect individuals from any unforeseen effects of the new arrangement, a guarantee was offered to those who have been in post for at least 1 year at the date of implementation of the new arrangements. For example, assuming a 1/4/2001 implementation:

- The Police Force would guarantee that the earnings of the individual forensic medical examiner in the year to 1 April 2002 would be at least equal to their earnings in the year to 1 April 2001, (adjusted by 4.2% for 2001) provided that the number of contact episodes undertaken in the year 2001/02 was at least equal to the number undertaken in 2000/01.
- Where the number of contact episodes carried out by the forensic medical examiner had fallen, but the number of sessions the forensic medical examiner had been required to be on call in 2001/02 was at least equal to the number of sessions (of equal length) that the forensic medical examiner was on call in 2000/01, then this guarantee would also apply.
- Where the number of contact episodes undertaken by the forensic medical examiner was lower in 2001/02 than in 2000/01, and (ii) above did not apply, then the baseline for comparable earnings should be reduced in proportion to the reduction in the number of contact episodes between 2000/01 and 2001/02.

7.2 In some Forces where there was significant evidence of concern about the affect of the new sessional agreement, Forces could consider building-in protection for a second year (to April 2002).

(8) Local Flexibility

8.1 While the Joint Negotiating Committee anticipates that this agreement should enable police authorities to recruit and retain police surgeons there is nothing to prevent individual forces entering into different arrangements should they consider it necessary to do so and this may include use of the retained agreement where appropriate.

**RETAINED AGREEMENT FOR THE REMUNERATION OF
FORENSIC MEDICAL EXAMINERS (FMEs)**

FEE LEVELS FROM 1ST APRIL 2002

(2) Retainer Fees

- 2.1 The fees at paragraphs 2.2 to 2.5 below shall be increased on 1st April annually in line with the Doctors' and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.
- 2.2 Duly appointed police surgeons shall be paid a retainer fee of £3,003.50 per annum to fulfil the commitments set out in this agreement and any individual contract.
- 2.3 Duly appointed principal police surgeons who undertake administrative duties shall be paid a supplementary fee of £2,856.00 per annum.
- 2.4 Where a police force considers it appropriate to appoint deputy police surgeons a retainer fee of £594.00 per annum shall be paid.
- 2.5 Police surgeons who hold the Diploma in Medical Jurisprudence or other recognised qualification in forensic medicine approved by the police authority shall be paid a supplementary fee of £2,284.50 per annum.
- 2.6 Police surgeons who do not hold such a qualification but at 1st April 1998 were in receipt of a payment in respect of 15 years' continuous service as a police surgeon (or deputy police surgeon) shall be paid a supplementary fee of £890 per annum (which shall remain frozen at this level). Police surgeons who do not hold such a qualification but who achieve 15 years' continuous service as a police surgeon (or deputy police surgeon) within five years of 1st April 1998 shall also be paid a supplementary fee of £890 per annum. This supplementary payment shall be abolished with effect from 1st April 2003.

(3) Attendance Fees

- 3.1 The fees at paragraphs 3.2 to 3.5 below shall be increased on 1st April annually in line with the Doctors' and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.
- 3.2 A police surgeon who attends in response to a call by the police to examine a body, a witness, a detainee or any other person shall be paid the following fees:

	First case in a call out	Second and subsequent cases in a call out
Between 0800 and 1900	£42.00	£28.00
Between 1900 and 0800	£63.00	£42.00

These fees include the completion and signing of certification documents at the time of the examination.

The appropriate time band is determined by reference to the time at which the police surgeon arrives at the police station or other location.

The fees for the first case in a call out reflect the time travelling to and from the police station or other location.

The fee payable for a second or subsequent case in a call out applies where that case is at the same location as the first case. If the second examination in a call out is at a different location then the fee for a first case applies.

- 3.3 A police surgeon who attends in response to a call by the police to examine a victim of alleged sexual assault or child abuse or a suspect in such a case for whom a comprehensive examination has been requested shall be paid the following fees:

	First case in a call out	Second and subsequent cases in a call out
Between 0800 and 1900	£70.00	£56.00
Between 1900 and 0800	£105.00	£84.00

The guidance notes applicable to 3.2 above also apply here.

- 3.4 Where the police require a full written report or statement in either of the above circumstances there shall be an additional fee of £31.50.
- 3.5 Where an examination, including making notes at the time, or assistance to the police under 3.2 or 3.3 above takes more than half an hour the following additional fees shall be paid:

Between 0800 and 1900	£17.50 per half hour or part thereof
Between 1900 and 0800	£26.50 per half hour or part thereof

The half hour period does not include travel time and, for the first case in a call out, shall be measured from the time the police surgeon arrives at the police station or other location and thereafter for each subsequent half hour or part thereof.

- 3.6 Where a police surgeon is requested to travel outside his or her agreed district and the total travel time from home or surgery exceeds 30 minutes each way the additional payments at 3.5 above shall apply.
- 3.7 Where a police surgeon has arrived at a police station or other location but, as a result of a refusal by the individual to co-operate or for any other reason, is unable to conduct an examination the appropriate attendance fee at 3.2 shall be payable.

- 3.8 Where there is a delay between the first and second cases, or between subsequent cases, at one location, the time for the second or subsequent case starts at the time the request is made by the police.
- 3.9 All the fees quoted above as applying between 1900 and 0800 also apply throughout Saturdays, Sundays and public holidays.
- 3.10 Where a trainer and trainee attend the same call forces may wish to consider paying a fee to the trainee.

(4) Mileage Rate

- 4.1 Police surgeons shall be paid at the rate of 54.4p per mile where they use their own vehicle to travel in any of the above cases. The police surgeon shall be responsible for arranging the necessary insurance cover.

(5) Continuing Medical Education

- 5.1 Continued payment of the retainer fee shall be dependent upon attendance at accredited courses, including distance learning, where appropriate. Accordingly, police forces are encouraged to provide financial assistance in the form of payment of course fees, subsistence, travel and invoiced locum fees where appropriate.
- 5.2 The Joint Negotiating Committee believes that continuing medical education for police surgeons would be facilitated through membership of the Association of Police Surgeons.

(6) Local Flexibility

- 6.1 Police forces may, where they consider it appropriate, appoint police surgeons on the basis that, where the fees paid to the police surgeon during the year are less than a set guaranteed minimum, the police surgeon shall be paid a supplementary retainer representing the difference between the two. The level of any guaranteed minimum would be a matter for local determination.
- 6.2 Police forces may, where they consider it appropriate, appoint police surgeons on an annual retainer fee in excess of that set out at paragraph 22 above. The amount of any excess would be a matter for local determination.
- 6.3 Police forces may, where they consider it appropriate, appoint police surgeons with a responsibility for undertaking administrative duties at levels in addition to or instead of that of principal police surgeon set out at paragraph 2.3 above. The amount of any annual retainer would be a matter for local determination.
- 6.4 Police forces may, where they consider it appropriate, appoint deputy police surgeons. The annual retainer would be as set out at paragraph 2.4 above.
- 6.5 While the Joint Negotiating Committee anticipates that this agreement should enable police authorities to recruit and retain police surgeons there is nothing to prevent individual forces entering into different arrangements should they consider it necessary to do so.

SPECIALIST AGREEMENT

FEE LEVELS FROM 1ST APRIL 2002

This agreement provides for the remuneration of specialist forensic medical examiners retained to carry out only specialist work e.g. child protection or sexual abuse cases.

All payments contained below, with the exception of mileage, shall be increased on 1st April annually in line with the Doctors' and Dentists' Review Body recommendation on the intended average net remuneration for general practitioners.

(1) Retainer Fees

- 1.1 Duly appointed specialists shall be paid a minimum retainer fee of £3,003.50 per annum.
- 1.2 Specialists who hold the Diploma of Medical Jurisprudence or other recognised relevant specialist qualification approved by the police authority shall be paid a supplementary fee of £2,284.50 per annum.
- 1.3 If only Part 1 of the Diploma of Medical Jurisprudence is held then the supplementary payment shall be £1,142.50.

(2) Attendance Fees

- 2.1 Where a specialist is called to examine a victim or a suspect the following fees shall be paid in all cases:

Between 0800 and 1900	£70.00
Between 1900 and 0800	£105.00
(Saturdays, Sundays and public holidays)	

These fees include the completion and signing of certification documents at the time of the examination.

The appropriate time band is determined by reference to the time at which the specialist arrives at the police station or any other location.

- 2.2 Where the contact exceeds 30 minutes in duration, an additional fee of £17.50 (day) and £26.50 (night, Saturdays, Sundays and public holidays) shall be paid for each additional 30 minutes or part thereof beyond the 30 minutes.

(3) Statement Fee

- 3.1 Where a statement or report is required at a later date, then a fee of £63.50 shall be paid for the statement.

(4) Mileage

- 4.1 Mileage shall be paid at the rate of 54.4p per mile where the specialists own vehicle is used. The specialist shall be responsible for arranging the necessary insurance cover.

(5) Local Flexibility

- 5.1 While the Joint Negotiating Committee anticipates that this agreement should enable police authorities to recruit and retain specialists there is nothing to prevent individual forces entering into different arrangements should they consider it necessary to do so.