Human Resources Policy No. HR71

Medical Staff Job Planning

Additionally refer to: National Terms and Conditions

Sponsor: Head of Human Resources in conjunction with Medical Director

Date agreed by LNC: 14\textsuperscript{th} September 2011 (except for paragraphs 6.8 and 9.5 which were added at the request of the Hospital Executive Committee)

Date agreed by Board:

Date of next review: May 2015

Version: 1
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Introduction</td>
<td>3</td>
</tr>
<tr>
<td>Section 2</td>
<td>Key Principles</td>
<td>3</td>
</tr>
<tr>
<td>Section 3</td>
<td>Strategic Goals</td>
<td>4</td>
</tr>
<tr>
<td>Section 4</td>
<td>Work Commitment</td>
<td>4</td>
</tr>
<tr>
<td>Section 5</td>
<td>Direct Clinical Care (DCC)</td>
<td>5</td>
</tr>
<tr>
<td>Section 6</td>
<td>Supporting Professional Activities (SPAS)</td>
<td>5</td>
</tr>
<tr>
<td>Section 7</td>
<td>General Teaching Commitments</td>
<td>6</td>
</tr>
<tr>
<td>Section 8</td>
<td>Administrative Time</td>
<td>7</td>
</tr>
<tr>
<td>Section 9</td>
<td>Additional NHS Responsibilities</td>
<td>7</td>
</tr>
<tr>
<td>Section 10</td>
<td>External Duties</td>
<td>7</td>
</tr>
<tr>
<td>Section 11</td>
<td>On-Call</td>
<td>8</td>
</tr>
<tr>
<td>Section 12</td>
<td>Honorary Consultant Medical Staff with Substantive University Contract</td>
<td>10</td>
</tr>
<tr>
<td>Section 13</td>
<td>Performance Objectives</td>
<td>11</td>
</tr>
<tr>
<td>Section 14</td>
<td>Pay Progression</td>
<td>11</td>
</tr>
<tr>
<td>Section 15</td>
<td>Clinical Excellence Awards</td>
<td>12</td>
</tr>
<tr>
<td>Section 16</td>
<td>Travel Time</td>
<td>12</td>
</tr>
<tr>
<td>Section 17</td>
<td>Private Practice</td>
<td>12</td>
</tr>
<tr>
<td>Section 18</td>
<td>Additional Clinical Activity</td>
<td>13</td>
</tr>
<tr>
<td>Section 19</td>
<td>Job Plan Reviews</td>
<td>13</td>
</tr>
<tr>
<td>Section 20</td>
<td>Records</td>
<td>14</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

1.1 In 2003 the Department of Health introduced a new contract and terms and conditions for Consultants and subsequently in 2008 for Associate Specialists and Specialty Doctors which included a new and more robust system for job planning. The contracts and the job planning processes are, in places, somewhat complicated and also allow a reasonable amount of flexibility for local discretion and agreement. The purpose of this paper is to set out the Trust’s approach to Consultant, Associate Specialist and Specialty Doctors job planning.

1.2 This document is the product of extensive discussion amongst a wide range of stakeholders within the Trust, which includes Medical Staff, Clinical Managers, LNC Representatives, BMA representatives, Education Leads, Trust HR and Information.

1.3 Further help and guidance is available from the HR Manager (Medical Staffing):

2. KEY PRINCIPLES

The principles in this document are developed in line with the Terms and Conditions of the Consultant Contract (2003) and the Specialty Doctors and Associate Specialist Contracts (2008) which require an annual job plan review to be undertaken which examines all aspects of the job plan. The terms and conditions state that the annual job plan review may result in a revised prospective job plan. It is recognised that whilst Associate Specialist and Staff Grade Doctors may not move to new contract and their job plan will be independent of this process, the general principles will apply. In undertaking job planning there are a set of key principles which govern the process for all clinicians. The cornerstone of this approach forms a key element of the Trust’s strategy to fully engage clinical staff.

- **Equity:** The essence of the Medical Staff contract is to remunerate individuals on the basis of the activities they undertake which are in line with the Trust objectives. The Trust’s intention therefore is neither to under nor over reward any individual but to pay them fairly for the work actually undertaken.

- **Consistency:** It is crucial that a consistent and fair approach is adopted between individuals and specialties. This will be based upon a set of logical and transparent guidelines that will apply equally to everyone.

- **Collaboration:** The Trust considers the approach to job planning to be as important as the output. Consequently the fundamental concept is for the Trust to work in partnership with its clinicians to agree mutually acceptable job plans.

- **Trust:** The Trust regards its Medical Staff body as highly motivated, ethical and professional; and will treat them accordingly. The Trust’s expectation is that clinicians will reciprocate with honesty and openness throughout this process.

- **Accountability:** As a publicly funded organisation the Trust has a statutory responsibility for probity. For this reason job plans must be based upon fact and evidence.

- **Prospective approach:** The job planning process is prospective; therefore decisions made will affect further work, future workload and payments.
3. **STRATEGIC GOALS**

3.1 To have in place for each clinician an accurate and up to date job plan that sets out the agreed number of PAs and on call commitments they will undertake, plus an understanding of the activities he or she has agreed to perform within those PAs.

3.2 To align the objectives of individual and teams of clinicians with the objectives and activity targets of the Trust and to recognise and reward the work that clinicians undertake within the agreed job plan. Managers will support the job planning process to ensure this is implemented.

3.3 To provide support to the clinician in delivering the responsibilities identified in the agreed job plan.

3.4 To prioritise the work of clinicians and reduce excessive workload.

3.5 To agree how clinical teams can most effectively meet patients’ needs and support the wider objectives of the NHS.

3.6 To provide the clinician with evidence for appraisal, job planning and revalidation in a timely fashion.

3.7 To ensure that the implementation of job planning is clinically led and that the process supports the Trusts drive to fully engage clinicians.

3.8 To establish a model job planning template for use across the Trust.

4. **WORK COMMITMENT**

4.1 The Terms and Conditions of the Consultant Contract (2003) and Associate Specialist and Specialty Doctors Contracts (2008) are based upon a full-time work commitment of 10 Programmed Activities (PAs) per week.

4.2 Each 4 hours of work has a value of one PA, unless it has been agreed between the clinician and the Trust to undertake the work in premium time, in which case it is 3 hours. Premium time is classified as any time that falls outside of the hours 07:00am to 19:00 Monday to Friday. Any time on a Saturday or Sunday or Public Holiday is also premium time. Periods of activity less or more than a full PA are acceptable and should be counted as the relevant portion of a PA in the job plan.

4.3 PAs above 10 per week are *temporary*, additional programmed activities (APAs). The allocation of all APAs is to be negotiated annually as part of the job planning review. It is implicit in this statement that the PAs that are additional are explicitly recognised.

4.4 This guidance works within the Trust’s objective to meet the requirements of the Working Time Regulations. The Trust will not require anyone to work more than 48 hours per week over the cycle of their job plan. Individuals who wish to work in excess of this limit will be required to agree this and sign an opt out agreement as part of their annual job plan review.

4.5 If clinicians choose to undertake a PA in premium time rather than core working hours for personal convenience, the time for the PA will still be 4 hours.

4.6 The job plan will set out the agreed places of work. The default position is that the clinician is expected to undertake all activities at their principal place of work.
5. **DIRECT CLINICAL CARE (DCC)**

5.1 DCC activity relates directly to the prevention, diagnosis or treatment of illness. This principally constitutes operating sessions, outpatient clinics, ward rounds, clinical diagnostic work, emergency duties and other patient treatments.

5.2 The element of a Multi Disciplinary Team (MDT) meeting that relates directly to the care or treatment planning of specific patients is counted as DCC time. Mixed meetings should be explicitly divided into a time for planning patient care and a time for other purposes. Preparation of materials for consideration at the MDT (for example diagnostics) is also counted as DCC.

5.3 Any administration that is directly related to the aforementioned DCC activity (including but not limited to referrals and notes) will also be allocated as DCC time. The PA allocation will vary according to the administrative requirements of particular role but will be broadly similar within specialties.

5.4 PAs required for prospective cover for annual leave and study leave should be calculated as part of the job planning review.

5.5 Through the job planning process there may be opportunities for agreement that some DCC activities may be worked flexibly e.g. in the implementation of an annualised hours approach.

6. **SUPPORTING PROFESSIONAL ACTIVITIES (SPAs)**

6.1 SPAs are activities that underpin and improve DCC. It is expected that SPA time should predominantly relate to the preparation for and undertaking of:

- Relevant training,
- Audit,
- Medical education,
- Research,
- Continuing professional development (CPD),
- Clinical management; this does not include formal clinical management roles such as Clinical Director, which are encompassed in the Additional NHS Responsibilities section (9). All Consultants are expected to engage in the management of their service.
- Teaching: (see General teaching Commitments Section 7),
- Job Planning,
- Appraisal,
- Mandatory Training,
- Non patient related administration duties.

6.2 It is a fundamental requirement that SPA activities are directly relevant to the individual clinician and to the Trust. Therefore content should be explicitly discussed and agreed at the job plan session.

6.3 The contract and BMA guidance states that a full time consultant will typically undertake 2.5 SPAs per week. Therefore 2.5 is neither a minimum nor a maximum; nor is it an allowance. It is envisaged that a contract for a newly appointed full time Consultant will typically include an allocation of 7.5 DCC PAs and 2.5 SPAs. There is, however, flexibility to alter this balance where, in order to best meet the needs of the population served and the Trust, a clinician’s level of duties for SPAs, Additional NHS Responsibilities and/or External Duties is significantly different from these norms.

It is envisaged that a contract for a newly appointed full time Associate Specialist or Specialty Doctor will include an allocation of 9 DCC PAs and a minimum of 1 SPA.
6.4 Clinicians must be able to demonstrate that the time identified is needed for the agreed activities and that these activities are undertaken. Evidence for this can be provided in least one of the two following ways:

- The output from this SPA time (research, articles, teaching etc.) will be reviewed and discussed at the appraisal and will be used to inform the job planning discussion.
- Clinicians may choose to keep a work diary which includes details of SPA activities.

6.5 Clinicians have an obligation to attend key sessions (such as audit and governance meetings and teaching sessions) and must aim to achieve attendance of at least 75%; excluding the time they are away from work due to annual leave. These activities are included within SPA time. Those not doing so without valid reason (e.g. leave, private practice registered in the job plan or urgent clinical care) may be expected to account for their absence. There is an onus on the Trust and individual Clinician to agree job plans that facilitate this.

6.6 It is recognised that SPA time may legitimately be undertaken at a variety of locations but it is expected that a significant proportion of this activity will occur on Trust sites (and academic institutions where applicable). The location of all SPA work should be discussed and agreed as part of the job planning process. Supporting resources such as office space and appropriate access to a computer will be provided by the Trust to facilitate this.

6.7 As a broad guide there should be a range of time allocated to SPA activity, the core of which may include a balanced combination of the following:

- General Teaching (as described below);
- Audit;
- Mandatory Training
- Self –Directed Learning:

All SPA-related discussion and agreement within the job planning process should where possible be evidence based.

6.8 Meeting objectives is an integral part of the Consultant contract. Objectives can be derived from the appraisal process or by local agreement and can be individual or collective. As stated above a full time Consultant will typically have 2.5 SPAs, of which the objective of 1 SPA must be directly aligned to achieving the trust's corporate objectives. For those Consultants with specific clinical management duties the satisfactory performance of these duties would be regarded as achieving their corporate objectives.

7. GENERAL TEACHING COMMITMENTS

7.1 Individuals will vary in their responsibilities and the time required to deliver these commitments. The objective is to represent these as accurately as possible in a job plan and to discuss and agree them at the job planning meeting, in line with the key principles identified in Section 2 of this document. This should involve evidence that these duties are being satisfactorily discharged.

7.2 Clinicians are expected to participate in education as part of their employment. It is important to recognise that time spent teaching in clinics and ward rounds is not additional, it is part of those fixed clinical units of PA (DCC).

7.3 It is recognised that workplace based teaching may affect the volume of activity which can be undertaken within a clinical session. Variations in activity will be identified and accommodated as part of the job planning process (up to 30 minutes per PA). Time spent on teaching activity in clinical time will be supported by SIFT funding. Service Level Agreements will be developed to reflect this by the Finance Director.
7.4 Undergraduate teaching – this is mainly time spent on preparation and delivery of teaching to students who are attached to clinicians and includes; discussing portfolios, undertaking bedside teaching, speaking at seminars etc. It is separate from contact time during a fixed activity such as a clinic. The amount of SPA time for this activity will be individually negotiated as part of the job planning process with the involvement of the Division and the Hospital Dean through an evidenced based approach. This activity will be financed through undergraduate SIFT allocations and University funding.

7.5 Postgraduate teaching – An appropriate allowance will be made in job plans for activities such as non clinical time spent with junior doctors: teaching, preparing for and undertaking appraisals, direct observation of professional skills, etc.

8. ADMINISTRATIVE TIME

8.1 If administrative time beyond that included within DCCs and SPAs (as specified earlier) is required for non patient related administration, the nature of these tasks should be detailed and recorded within the job planning process. For example, general administration of emails and non patient related or SPA related correspondence.

8.2 The same ‘evidence based’ approach regarding SPA time should be applied to this area.

9. ADDITIONAL NHS RESPONSIBILITIES

9.1 There are a range of additional NHS responsibilities within the Trust which it recognises and wishes to support. These are responsibilities which are not held by all clinicians but relate to a specific role filled by some clinicians for limited periods. Examples include those detailed below and; also specialty lead clinician, audit, college tutor, some additional teaching responsibilities and chairing Trust Committees - this is not an exhaustive list.

9.2 The nature of the additional NHS responsibility should be discussed and agreed in the job plan, along with an assessment of the time allocated to this responsibility. Time to perform the additional NHS responsibility should be allocated as PAs for additional NHS responsibilities. It may be appropriate to agree that a responsibility exists and is recognised in the job plan, with associated objectives and supporting resources, for which the time may reasonably be contained within the SPA allocation. However, some additional NHS responsibilities will require additional SPA time.

9.3 A reasonable assessment of the time taken to discharge the responsibility is brought into the job plan discussion.

9.4 Some additional NHS responsibilities are formally appointed roles covered by a separate contract but for which time must be identified within the job plan; for example responsibilities in medical management or medical school lead roles.

- Medical management posts, for example Divisional Director and Clinical Director posts, to which appointments are made by the Trust on a fixed term basis.
- Some Senior management posts may attract an emolument as a responsibility allowance which will be identified within the job plan.
- Undergraduate and postgraduate lead roles and educational supervisor positions, to which appointments are made by the Trust in conjunction with the University.

9.5 Medical management roles should be delivered using a maximum of 1 SPA per week. If more time is required, either direct clinical care sessions should be reduced, additional PAs for these responsibilities negotiated, or a mixture of both could be considered. This must be agreed individually during the job planning process.
10. **EXTERNAL DUTIES**

10.1 Clinicians undertake a wide range of external duties and the Trust wishes to encourage such roles. Clearly these duties can be valuable in several ways; to the individual, the Trust and indeed the wider NHS. There is, however, a cost to the Trust and to other members of the clinical team when clinicians undertake such activities because it takes them away from their duties within the Trust. Some examples include:

- College work and examinations
- National representation on committees and teaching
- Deanery activities
- External lectures

10.2 The individual clinician concerned is responsible for informing the Divisional Director (or nominated deputy) of any external duties so that a full understanding of responsibilities is reached. The Trust may request formal confirmation of such activities.

10.3 Accordingly, the nature of all external duties should be agreed in advance by the Trust, as part of the job plan process. The Trust will adopt a pragmatic approach to the issue on an individual basis and in principle agree to support external duties so long as:

- There is a demonstrable benefit to the individual, the Trust or the wider NHS.
- The Divisional Director for the specialty/department supports the request.
- That there is no significant loss of service delivery within the specialty/department unless replacement of this loss is agreed by the Divisional Director.

11. **ON-CALL**

11.1 On-call is defined as when an individual is timetabled to be available to respond to an emergency situation but is not necessarily required to remain on site. It is acknowledged that on-call arrangements for emergency responsibilities will vary between specialities and this will need to be clarified through the job planning process. Where emergency work is relatively predictable (e.g. a post take ward round), it should be programmed as part of the scheduled working week.

**Consultant of the week**
This means that there is a substitution of clinical PAs during the week – the normal weekly program is replaced by availability for emergency work. For the purposes of the work diary exercise any activity undertaken in the normal working hours during this period should be defined as normal activity and not an on-call commitment.

**On call category A**
Availability for immediate recall to work shall normally mean that the clinician should be contactable via a telephone or pager for complex consultations and, if determining that personal attendance is appropriate, the clinician shall be present on site within thirty minutes of that determination.

**On call category B**
Availability supplements are appropriate where the clinician’s level of availability is lower than immediate. Details of on call availability arrangements will be determined and agreed for each specialty grouping and on call rota. This typically applies when the clinician can typically respond by giving telephone advice and/or returning to site later.
11.2 Consultants

11.2.1 Consultants on an on-call rota are paid an on-call availability supplement in addition to basic salary. The level of supplement depends upon the overall Consultant's contribution to the rota and the typical nature of response when called.

<table>
<thead>
<tr>
<th>Number on On-Call Rota</th>
<th>Value of supplement as % of full-time basic salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Category A</td>
</tr>
<tr>
<td>High frequency: 1 – 4 Consultants</td>
<td>8%</td>
</tr>
<tr>
<td>Medium frequency: 5 – 8 Consultants</td>
<td>5%</td>
</tr>
<tr>
<td>Low frequency: 9 or more Consultants</td>
<td>3%</td>
</tr>
</tbody>
</table>

N.B. It should be noted that prospective cover arrangements cannot be considered when determining the frequency of a rota.

11.2.2 There is also a requirement for a PA allocation in recognition of the work actually undertaken whilst on call. This work is divided into predictable (takes place at regular and planned times) and unpredictable (purely unplanned clinical activity whilst on call). The PA allocation is calculated by analysing the amount of time spent on on-call related clinical activity to produce an average weekly amount. In order to achieve this, the Consultant and Clinical job planning lead need to record and analyse workload over a representative period.

11.2.3 There are some Consultants on more than one rota. For these individuals a calculation will be undertaken to identify the overall frequency of their on call commitment. Particularly complex cases may be referred to the relevant Clinical/Divisional Director for guidance and clarity.

11.3 Associate Specialists and Specialty Doctors

11.3.1 Associate Specialists and Specialty Doctors are also paid an on call supplement in addition to their basic salary if the on-call work is not part of their DCC allocation. The level of supplement depends upon the overall contribution to the rota.

<table>
<thead>
<tr>
<th>Number on On-Call Rota</th>
<th>% of Basic Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>More frequent than or equal to 1 in 4</td>
<td>6%</td>
</tr>
<tr>
<td>Less frequent than 1 in 4 or equal to 1 in 8</td>
<td>4%</td>
</tr>
<tr>
<td>Less frequent than 1 in 8</td>
<td>2%</td>
</tr>
</tbody>
</table>

11.3.2 The expected average amount of time that a doctor is likely to spend on unpredictable emergency work each week whilst on-call and directly associated with on-call duties will be treated as counting towards the number of direct clinical care programmed activities that the doctor is regarded as undertaking. This will normally be up to a maximum of two programmed activities per week. Where on-call work averages less than 30 minutes per week, compensatory time will be deducted from normal Programmed Activities on an ad hoc basis.

11.3.3 Tables 1 and 2 below set out illustrations of the relationship between the average weekly emergency work arising from on-call duties and the number of programmed activities that this work is regarded as representing.
# Possible allocation of Programmed Activities where emergency work does not arise during Out of Hours (Table 1)

<table>
<thead>
<tr>
<th>Average emergency work per week likely to arise from on call duties</th>
<th>Possible allocation of Programmed Activities (PAs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>½ hour</td>
<td>1 PA every 8 weeks, or a half-PA every 4 weeks</td>
</tr>
<tr>
<td>1 hour</td>
<td>1 PA every 4 weeks, or a half-PA every 2 weeks</td>
</tr>
<tr>
<td>1½ hours</td>
<td>3 PAs every 8 weeks</td>
</tr>
<tr>
<td>2 hours</td>
<td>1 PA every 2 weeks, or a half-PA every week</td>
</tr>
<tr>
<td>3 hours</td>
<td>3 PAs every 4 weeks</td>
</tr>
<tr>
<td>4 hours</td>
<td>1 PA per week</td>
</tr>
<tr>
<td>6 hours</td>
<td>1 ½ PAs per week, or 3 PAs every 2 weeks</td>
</tr>
<tr>
<td>8 hours</td>
<td>2 PAs per week</td>
</tr>
</tbody>
</table>

# Possible allocation of Programmed Activities where emergency work arises during Out of Hours (Table 2)

<table>
<thead>
<tr>
<th>Average emergency work per week likely to arise from on call duties</th>
<th>Possible allocation of Programmed Activities (PAs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>½ hour</td>
<td>1 PA every 6 weeks, or a half-PA every 3 weeks</td>
</tr>
<tr>
<td>1 hour</td>
<td>1 PA every 3 weeks</td>
</tr>
<tr>
<td>1½ hours</td>
<td>1 PA every 2 weeks, or a half-PA per week</td>
</tr>
<tr>
<td>2 hours</td>
<td>2 PAs every 3 weeks</td>
</tr>
<tr>
<td>3 hours</td>
<td>1 PA per week</td>
</tr>
<tr>
<td>4 hours</td>
<td>3 PAs every two weeks</td>
</tr>
<tr>
<td>6 hours</td>
<td>2 PAs per week</td>
</tr>
</tbody>
</table>

12. **HONORARY CONSULTANT MEDICAL STAFF WITH SUBSTANTIVE UNIVERSITY CONTRACT**

12.1 Clinical Academics, as well as undertaking clinical commitments within the NHS, undertake significant teaching/educational/research commitments in both the NHS and University setting.

12.2 It is essential that the Follett principles are applied to these posts and that joint job planning is undertaken to ensure that the job plan is mutually agreed by the University / Medical School, the NHS Trust and the Clinical Academic and that all parties are aware of the Clinical Academic’s full range of commitments.
12.3 Equal importance should be given to NHS and University commitments and wherever possible there should be identification of when and where the Clinical Academic is working for each of the organisations, or when working for both.

12.4 The SPA entitlement for these post-holders should be allocated by mutual agreement between the Trust and the Medical School.

12.5 The responsibility to acknowledge and resource SPA time should be shared by both employers. A proportion of the time spent on University duties can be legitimately regarded as SPA time and accordingly counted within the Clinical Academic’s overall SPA entitlement e.g. preparation for the academic component of appraisal and personal SPA which confers benefit to academic activity.

12.6 As with all job plan discussions, agreement about a Clinical Academic’s SPA entitlement should be evidence based and focused around the individual’s development requirements and both organisations’ needs.

13. PERFORMANCE OBJECTIVES

13.1 Service standards and performance objectives will be discussed and agreed within the job planning review.

13.2 In doing this, supporting resources will be identified and agreed so that the objectives can be achieved. The Trust and clinician have joint responsibility for working together to promote efficient and effective working arrangements.

13.3 Key Performance Indicators agreed within Divisions and nationally recognised specified standards including for example, PMETB, NCEPOD and Royal College standards may be used as triggers for assessing performance.

13.4 It is recognised that working patterns and performance objectives will need to be reviewed through the job planning process to reflect changing technologies, service requirements and changing clinical practice.

14. PAY PROGRESSION

14.1 Schedule 15 of the Consultant Terms and Conditions (2003) and the Associate Specialist and Specialty Doctor (2008) Terms and Conditions make provision for a salary that rises through a series of pay thresholds. Passing through the threshold is not automatic; however it will be the norm for clinicians who:

- satisfy the criteria set out in Schedule 15, and
- for those doctors undertaking private practice, taken up any offer to undertake additional Programmed Activities in accordance with Schedule 7 of the Terms and Conditions of Service and met the standards governing the relationship between private practice and NHS commitments set out in Schedule 10 of the Terms and Conditions of Service.

A copy of the national terms and conditions is available on the intranet.

14.2 The Chief of Staff, informed by the Clinical Lead’s recommendation, will subsequently endorse each year whether the clinician has met the criteria for pay progression purposes.

14.3 Where a doctor disputes a decision that (s)he has not met the required criteria to progress either incrementally or through a threshold, the mediation procedure and the appeal procedure should be followed. These are set out in the national terms and conditions of service (a copy of which is on the Trust intranet).
15. **CLINICAL EXCELLENCE AWARDS**

15.1 Please refer to local policy and process for clinical excellence awards. Clinical excellence awards only apply to Consultants.

15.2 Completion of annual job planning and appraisal processes will be required for allocation of clinical excellence awards.

16. **TRAVEL TIME**

16.1 Travelling time between a clinician’s main place of work and home or private practice premises will not be regarded as part of working time.

16.2 Where clinicians are expected to spend time on more than one site during the course of a day, travelling time to and from their main base to other sites will be included as working time.

16.3 Travel to and from work for NHS emergencies and ‘excess travel’ will count as working time. ‘Excess travel’ is defined as time spent travelling between home and a working site other than the consultant’s main place of work, after deducting the time normally spent travelling between home and main place of work. Arrangements for dealing with more complex working days may need to be agreed.

16.4 The main base will be defined in the original contract of employment. Any change in working practices which implies that the main base will change will involve a renegotiation of the contract in a mutually agreed way outside of the job planning process.

17. **PRIVATE PRACTICE**

17.1 Within the contracts clinicians have a right to undertake private practice. The individual is responsible for ensuring that the provision of Private Professional Services or Fee Paying Services for other organisations does not:

- result in detriment to NHS patients or services;
- diminish the public resources that are available for the NHS.

17.2 The clinician will inform their clinical Job Planner of any regular commitments in respect of Private Professional Services or Fee Paying Services as part of the job planning process. This information will include the planned location, timing and broad type of work involved. Regular private commitments must be noted in the job plan. This includes any payments made in relation to section 9, 10 and 11 of the Terms and Conditions for Consultants 2003 and 10, 11 and 12 of the Terms and Conditions for Associate Specialists and Specialty Doctors (2008).

17.3 Where there would be a conflict or potential conflict of interest, NHS commitments must take precedence over private work. The clinician is responsible for ensuring that private commitments do not conflict with Programmed Activities. Clinicians undertaking private practice, which is predominately individual patient care, are unlikely to create a conflict of interest, but undertaking roles in strategic management for companies competing with the Trust may not be covered by the right to undertake private practice. To avoid any doubt, clinicians should declare their interests to the Trust and seek advice on their personal position from their trade union, professional association or other advisor. It is recognised that individuals with medico-legal practices may be called for a significant number court appearances for medico-legal work, which may interfere with NHS activity. Arrangements with regard to reallocating PA time will need to be by written agreement with the Chief Executive in these circumstances. Histopathologists undertaking coroner’s work locally may be excluded from this requirement and is addressed within the job planning process.
17.4 The clinician should ensure that there are arrangements in place, such that there can be no significant risk of private commitments disrupting NHS commitments, e.g. by causing NHS activities to begin late or to be cancelled. In particular where a clinician is providing private services that are likely to result in the occurrence of emergency work, he or she should ensure that there is sufficient time before the scheduled start of Programmed Activities for such emergency work to be carried out.

17.5 Subject to the following provisions, a clinician will not undertake Private Professional Services or Fee Paying Services when on on-call duty. The exceptions to this rule are where:

- the clinician’s rota frequency is 1 in 4 or more frequent, his or her on call duties have been assessed as falling within the category B described in Schedule 16, and the employing organisation has given prior approval for undertaking specified Private Professional Services or Fee Paying Services;
- the clinician has to provide emergency treatment or essential continuing treatment for a private patient. If this work regularly impacts on his or her NHS commitments, he or she will make alternative arrangements to provide emergency cover for private patients.

Private on call commitments must not run concurrently with NHS duties.

17.6 As a general principle, work undertaken during programmed activities will not attract additional fees to the individual unless the work involves minimal disruption. Where the employing organisation agrees that the work can be done in NHS time without the employer collecting the fee the arrangement needs to be agreed by the Divisional Director. The undertaking of such work, covered by additional fees, is voluntary for clinicians in line with schedule 9, 10 and 11 of the Consultant Terms and Conditions of service (2003) and schedule 10, 11 and 12 of the Terms and Conditions for Associate Specialists and Specialty Doctors (2008).

18. ADDITIONAL CLINICAL ACTIVITY

18.1 Any Additional clinical activity must be recorded and included in job planning discussions.

18.2 Additional clinical activity should not be undertaken when clinicians are on call.

19. JOB PLAN REVIEWS

19.1 A job plan review should take place annually. The review should normally take place as soon as possible after the annual appraisal meeting. Either the clinician or the clinical manager may wish to propose an interim job plan review, for instance where duties, responsibilities or objectives have changed or need to change significantly within the year.

19.2 The review should be designed to:

- consider what factors have affected the carrying out of the duties and responsibilities set out in the job plan;
- consider progress against the personal objectives in the job plan and the factors involved;
- consider current levels of workload
- agree any changes to the consultant’s duties and responsibilities, taking into account opportunities in relation to staffing, skill mix and ways of working and, if the consultant wishes, the scope for more flexible ways of working;
- agree a plan for achieving a consultant’s personal objectives
- agree what support the consultant will need from the organisation and from colleagues to help achieve these objectives.

19.3 The job plan review should also be the occasion for reviewing the relationship between NHS duties and any private practice (in line with the Code of Conduct for Private Practice).
19.4 To support a more planned and phased approach to consultant careers, it is good practice to hold a broader career review from time to time, possibly linked to the revalidation procedures.

Where agreement cannot be reached on a job plan

19.5 Clinicians and reviewers will make every possible effort to agree job plans. In the rare circumstances where a doctor cannot reach agreement on their job plan with their reviewer, whether at an annual or interim review, then the process of mediation and appeal is available. Full details of this process are set out in the relevant national terms and conditions of service:-

- Schedule 4 of the new Consultant contract
- Schedule 5 of the new Associate Specialist contract
- Schedule 5 of the new Specialty doctor contract

Copies of the national terms and conditions are available on the intranet.

19.6 The first step in this process is a formal referral by the clinician to the Medical Director within 10 working days of the disagreement arising. A mediation meeting will be held to seek to resolve the matter and, if the clinician remains dissatisfied, (s)he may lodge a formal appeal to the Chief Executive.

20. RECORDS

20.1 A signed record of all job plan agreements and of the annual job plan review must be held by the Chief of Staff and copied to the clinician.

20.2 Where a job plan review results in a change to existing commitments, an effective date for the change should be agreed. In the absence of an agreement, three months' notice of the change will be given.

20.3 Where the job plan review is to change the number of PAs to be paid, this requires the prior authorisation through the Approval to Appoint process (where PAs are to be exchanged between team members at the same grade without a net increase then this may be approved by the Chief of Staff). Reductions in PAs may be approved by the Chief of Staff, subject to the development of a job plan that meets service needs. Where a reduction is agreed there should be a balanced reduction in DCC and other PAs.

20.4 Where a change in contracted PAs or the on call availability supplement is to change, is approved a Change of Circumstances form must be sent to ESR by the Chief of Staff.