

# Integrated Job Planning for Clinical Academic Consultants and Senior Academic GPs in England

February 2010

# Contents

<b>1. Introduction</b>	<b>2</b>
<b>2. Agreeing The First Job Plan</b>	<b>3</b>
New Posts	3
<b>3. Preparing For The Job Plan Meeting: Keeping A Diary And Collection</b>	<b>4</b>
<b>4. Job Content</b>	<b>6</b>
On-Call Work	8
Availability Supplement	9
Additional Programmed Activities	10
Extra Programmed Activities And Private Practice	11
<b>5. Who Does The Job Planning?</b>	<b>13</b>
<b>6. Job Schedule</b>	<b>14</b>
Location	14
Private Work	14
Fee Paying Work	14
Premium Time	15
Normal Working Week	15
Non-Emergency Work In Premium Time	15
<b>7. Objectives</b>	<b>16</b>
<b>8. Supporting Resources</b>	<b>17</b>
<b>9. Review</b>	<b>18</b>
<b>10. Mediation And Appeals</b>	<b>19</b>
<b>11. Bma Support: Regional Services</b>	<b>20</b>
<b>Annex 1: Principles Doc</b>	<b>21</b>
<b>Annex 2: Follett Report Recommendations</b>	<b>25</b>

# 1. Introduction

The 2003 contract for clinical academic consultants in England was the result of discussions between the BMA, BDA, the Health Department and the Universities and Colleges Employers Association (UCEA). The contract was extended the following year to include senior academic GPs. While the documentation and this advice is tailored to the needs of clinical academic consultants, the arrangements should be easily applicable to the circumstances of this group.

## **The contract documentation:**

- A model honorary NHS contract;
- Suggested clauses for insertion into the substantive contract (which reflects the autonomous status of individual universities);
- Guidance agreed by the UCEA, Health Department and the BMA/BDA;
- A schedule in the NHS terms and conditions of service outlining how the NHS terms and conditions apply to clinical academics.

The document of principles for applying the NHS consultant contract to clinical academic staff agreed in October 2003 has underpinned the development of the contract documentation and is reproduced in annex 1.

This advice for BMA members is intended to assist clinical academic staff in getting the best out of the contract. It explains some of the thinking behind the arrangements, and addresses the issues that have been raised by clinical academic staff. It goes beyond the guidance agreed with the employers mentioned above, and should not be confused with it. It also builds on guidance initially issued by the NHS Modernisation Agency for consultants and subsequent guidance issued by NHS Employers and the BMA.

**The job planning process is key to the success of the NHS consultant contract. For clinical academic staff the integrated job plan, agreed between the university employer, NHS employee(s) and the employee, is especially important.**

The concept of an integrated job plan was developed by the employers and the BMA to further the application of the Follett Review recommendations regarding clinical academic contracts. A summary of these recommendations is reproduced at annex 2.

**It is important that the first agreed integrated job plan is an accurate reflection of your workload and commitments, as it provides the context for future reviews.**

## 2. Agreeing the integrated job plan

Job planning should be based on 'a partnership approach' and the integrated job plan should be drawn up and jointly agreed between the clinical academic consultant, their university manager and their clinical manager. It is meant to be the employers' responsibility to prepare a draft job plan and then to agree it with the clinical academic consultant. However, it is essential that the clinical academic consultant has a key role in drawing up the initial integrated job plan. (See section 5 below).

The first integrated job plan under the contract is the most important as it will inform discussions in later years. Clinical academics wishing to ensure that the agreed job plan is one that fulfils their requirements as well as those of the university and trust, should ensure that they are well prepared in advance of the first meeting with their managers. Whilst the job plan is a prospective agreement, it will in most cases build on what each clinical academic currently does. Clinical academics should therefore be clear about:

- What is currently in the job plan (if there is one);
- What work is actually undertaken (this may well be different from the job plan);
- How the work currently done would fit into the contract's definitions (for example, in terms of NHS work, what is direct clinical care, what is supporting professional activity);
- How the job could change in the future.
- Development opportunities that could be built into the job plan.

### **New posts**

Appointments to new clinical academic posts should be made jointly by the substantive and honorary employers, having regard to the advice on joint recruitment issued by the UCEA.

When starting a new clinical academic consultant post, it is important to try to ensure that the integrated job plan is fair and acceptable. Before accepting a post, clinical academics should be aware of what the employers propose for the job and should make sure that a proposed integrated job plan is received alongside the job description. Members are advised to seek to agree the integrated job plan before signing the contract. Only by seeing the integrated job plan will applicants have a true picture of the post and, in particular, the number of programmed activities for which they will be paid. It is a good idea to ask about the job plans of prospective colleagues before agreeing to anything.

New post-holders should ensure that there is a fair balance between academic commitments and NHS commitments, and that, if appropriate, there is an adequate allocation for on-call work. This may be one of the more difficult areas with a new job as the on-call work is meant to be assessed prospectively (see below). If there has been a previous post holder, this should give a fair indication of what the assessment should be, as should the allocation of other colleagues in the same specialty. In any case, on starting a new post, monitor all work in the early stages to see if the job plan is a fair reflection of reality. If it is not, ask for an interim review (see below).

### 3. Preparing for the job plan meeting: keeping a diary and collecting data

It is crucial in preparing for the first job planning meeting to have good, accurate information about the job currently undertaken. This is particularly important if one of the aims is to argue that the work justifies the payment of additional programmed activities. There is no real alternative to collecting this data via a diary of activity.

The BMA has developed a model diary for consultants to assess their current workload in order to develop job plans. It reflects the new contract's definitions of NHS work and contains a series of codes under various activity categories. It distinguishes between predictable and unpredictable on-call work as the former (such as post-take ward rounds) should be scheduled into the working week. However, both predictable and unpredictable on-call work forms part of the total direct care PA allocation.

On each page, there are two tables. On the left hand is the diary and on the right is a list of activity codes. Each half hour block should be assigned the relevant code (bracketing together where appropriate). On-call status should be inserted in the second column of the diary. At the bottom of each page is a place for notes which could be used for reminders of any activity listed in the diary.

The diary exercise should be completed over a reasonable period to enable the work commitment to be reflected accurately. For daytime activity, if the work pattern is regular, it may be possible to fill in the diary for only one week. However, it would still be sensible to complete the diary for a longer period to give a fair reflection. For consultants the BMA would recommend a period of six weeks as a minimum, though the longer the period for which the diary is kept the greater the evidence regarding workload. There will be some meetings, for example, that only take place monthly. For unpredictable on-call work an assessment should be made over a longer period, normally the rota cycle. It may, therefore, be necessary to have two diaries, one for regular work and one for unpredictable on-call.

There is a link from this guidance to an electronic form to use in carrying out this task at the end of this chapter.

It is recognised that clinical academic staff are likely to have more variable workloads than their NHS colleagues. It may be appropriate, therefore, to monitor a longer period that properly reflects the range of work that is carried out (including for example grant applications and review, managing examinations and assessments, and attending conferences). The impact on workload when colleagues are on annual leave should also be considered.

For clinical academic staff who are part of an on-call rota, one of the most difficult tasks will be to assess the amount of time spent doing actual work whilst on-call because this may well vary from night to night or there may be a concerted period of on-call, say one week in five. There may therefore need to be an assessment of on-call work over a longer period. This issue is dealt with separately below.

When completing the electronic diary make sure it includes all the work undertaken, from arrival at work each day until departure. Travelling time should be included between sites and where extra time is taken to get to a site different to your principal place of work. All work undertaken when on-call counts, including telephone advice, travelling to and from work and waiting to begin work, for example, prior to an operation.

Many consultants would expect to be contactable during their lunch breaks and take such breaks flexibly. In an ideal situation however, consultants would be able to take a scheduled break free from interruption. Where this does not happen, and the consultant does not genuinely get a break, it is reasonable to count this as part of programmed activity. Only where there is a true break from work with the consultant not being present on site should this be unpaid.

When discussing and agreeing the job, do bring up factors other than the workload diary if they are thought to be related.

The workload diary can be found on the BMA's website at:

<http://bma.org.uk/practical-support-at-work/contracts/job-planning/job-plan-diaries>

## 4. Job content

Programmed activities (PAs) are typically four hours in length but may be shorter, especially if undertaken out of hours. PAs in premium time (i.e. outside 7am to 7pm, Monday to Friday) are 3 hours rather than 4 hours, unless you opt to take the pay premium instead. PAs can also be divided into smaller units of time. Account should, therefore, be taken of all the work undertaken, whether it represents a full PA or not.

For clinical academic staff, the 2003 contractual arrangements were informed by a standard commitment of five programmed activities covering university commitments and five programmed activities recognising NHS work. **This is not meant to be prescriptive.** This split can be varied according to the needs of the job, and it is recognised that there will be many clinical academic jobs that do not fit this pattern, for example, Deans or research-intensive posts. It should be pointed out, however, that, in order to be entitled to full eligibility for clinical excellence awards a minimum of five PAs will need to be devoted to clinical work.

### NHS commitments

The Programmed Activities of NHS commitments, whatever they might be, will each fall under one of four headings as follows.

#### Direct Clinical Care (DCC)

*Work directly relating to the prevention, diagnosis or treatment of illness.* This includes emergency duties (including emergency work carried out during or arising from on-call), operating sessions including pre-operative and post-operative care, ward rounds, outpatient activities, clinical diagnostic work, other patient treatment, public health duties, multi-disciplinary meetings about direct patient care and administration directly related to the above (including but not limited to referrals and notes). Please note that administration relating to direct care is included, as is travelling time relating to direct care. The BMA is aware that there have been proposals in at least one trust to set 'tariffs' for the administration element of direct clinical care as a proportion of the overall amount. This is inappropriate. The allocation of these PAs in the job plan should be based upon an assessment of what is required to do the work.

#### Supporting Professional Activities (SPA)

*Activities that underpin direct clinical care.* This may include participation in training, medical education, continuing professional development, formal teaching, audit, job planning, appraisal, research, clinical management and local clinical governance activities. It should include an appropriate allowance for keeping up to date with relevant medical journals and literature. The normal balance of NHS activity should be 3 direct care PAs to every 1 supporting professional activity. However, there is scope for this to be varied where your diary shows you have or require a different balance. Part-time workers and those with a relatively small NHS commitment will require proportionately more time for supporting activities and this is recognised in the contract – direct care to supporting activities in these cases should be on a 2 to 1 basis.

It is important to ensure that there is protected time set aside in the contract for Supporting Professional Activities, particularly if there has not previously been time for things like audit, clinical governance and continuing professional development.

For clinical academic staff, activities such as medical education, teaching and research should only be listed as SPAs if they are a requirement of the NHS employer. If these commitments are required by the university, they should be separately identified as part of the academic component of the job.

### **Additional NHS responsibilities**

*Special responsibilities.* These are not undertaken by the generality of consultants in the employing organisation, are agreed between a consultant and the employing organisation and cannot be absorbed within the time that would normally be set aside for supporting professional activities. These include being a medical director, director of public health, clinical director or lead clinician, or acting as a Caldicott guardian, clinical audit lead, clinical governance lead, undergraduate dean, postgraduate dean, clinical tutor or regional education adviser. This is not an exhaustive list.

### **External duties**

*Duties not included in any of the three foregoing definitions.* These are undertaken as part of the job plan by agreement between the consultant and employing organisation and are not included within the definition of fee paying services or private professional services. These might include trade union duties, undertaking inspections for the Care Quality Commission, acting as an external member of an Advisory Appointments Committee, undertaking assessments for the National Clinical Assessment Service, reasonable quantities of work for the Royal Colleges in the interests of the wider NHS, reasonable quantities of work for a government department, or specified work for the General Medical Council. This list of activities is not exhaustive.

External duties may be a difficult area to deal with, as much of this type of work will be irregular or unpredictable. Where it is regular, it should be set out and scheduled. Where it is unpredictable, an allocation of PAs can still be agreed for this activity. It should not be assumed that this work will automatically replace supporting professional activities.

### **General Points**

If the NHS component requires more supporting professional activities or includes additional NHS responsibilities or external duties, this must be reflected in the job plan by reducing direct clinical care commitments, paying extra PAs (by agreement) or both. Again, assess the work and make the case in the first job plan meeting.



The concepts of DCC and SPA do not apply to university commitments. If there is any doubt as to whether tasks are a NHS activity or a university activity, it is not the responsibility of the clinical academic to address any lack of clarity. The employers should make responsibilities and accountabilities clear as part of the integrated job planning process.

## On-call work

Under the new contract, emergency work arising from on-call duties counts towards the number of PAs. It will therefore be necessary to make an assessment of this as set out in the annex to this guidance. This is about time actually worked whilst on-call rather than the time spent at home not working whilst being on-call, but it does include time spent on the telephone and travelling to and from work. The requirement to be available is recognised separately via the on-call availability supplement.

On-call work is divided between:

- **Predictable work:** taking place at a regular and predictable time, often as a consequence of a period of on-call work. An obvious example is post-take ward rounds. This should be programmed into the week as scheduled direct care PAs. This predictable work should be relatively easy to assess as by its nature, it will happen fairly regularly. **There is no limit to the amount of this type of work you can put in your job plan.**
- **Unpredictable emergency work:** work done on-call which is directly associated with on-call duties, e.g. recall to the hospital for an emergency operation. This work will be much harder to assess. Keep a record of the work done over an on-call period and then average that out as a weekly amount. For example, if you have a 1 in 4 rota, do a full week of on-call at a time and during that week, there are 4 PAs worth of unpredictable emergency work, then that would be 1 PA allocated in your weekly job plan. **There is a limit of 2 PAs per week for unpredictable work. If more than 2 PAs are being worked then this can be recognised by pay or time off.** If this work is sufficiently regular, it should be programmed as predictable work.

Any requirement to cover colleagues' on-call duties when they are away on study leave and annual leave, should be borne in mind when assessing workload for both types of emergency work.

With 6 weeks annual leave, on average 2 weeks study leave and statutory days, it is likely that nearly 10 weeks of each colleague's duties will need to be covered. This may mean that the average out of hours workload is 25% greater than that measured when nobody is on leave. In reality, 52 weeks of on-call work is undertaken in 42 weeks at the hospital.

## Availability supplement

As well as being paid for the work actually done whilst on-call, a supplement to recognise the inconvenience of being on-call is also paid. The supplement will depend on the number of consultants on the rota and the category of on-call as follows:

**Category A:** this applies where the consultant is typically required to return immediately to site when called or has to undertake interventions with a similar level of complexity to those that would normally be carried out on site, such as telemedicine or complex telephone consultations;

**Category B:** this applies where the consultant can typically respond by giving telephone advice and/or by returning to work later.

Frequency of Rota	Value of supplement as a percentage of full-time basic salary	
Commitment	Category A	Category B
High Frequency: 1 in 1 to 1 in 4	8.0%	3.0%
Medium Frequency: 1 in 5 to 1 in 8	5.0%	2.0%
Low Frequency: 1 in 9 or less frequent	3.0%	1.0%

It is important that the category of on-call that applies is agreed with the employer in advance. This is an area where a collective agreement for all consultants might apply – for example, if the trust expects a consultant to be in a position to return to site when called, they should be in category A.

## University commitments

Work done for the university should also be recorded in the diary. **If there is any doubt about whether research, education or indeed any other part of your job is a university or NHS activity, this should be clarified by the employers as part of the agreement on the integrated job plan.** The BMA recommends that tasks such as clinical academic appraisals should be shared equally between university and NHS time. Consideration should also be given to how work is allotted when acting as an academic representative on an NHS committee (for example, Advisory Appointments Committees).

Under the 2003 contract, work done in university time has not been categorised in the way that NHS commitments have been – the concepts of DCC and SPA do not apply. We have suggested some possible academic categories as part of the model diary that clinical academics may wish to use to build an accurate integrated job plan. As academic work is very diverse it is difficult to provide a code for every aspect of the job, although there should be sufficient scope in those suggested to obtain a reasonable breakdown of responsibilities. The codes we suggest are not prescriptive.

## **An annualised approach to job planning**

Clinical academic consultants are far more likely than their NHS colleagues to experience variations in workload as they respond to the demands of the academic year, for example coordinating the examinations process, attending conferences, writing grant applications or preparing submissions for research assessment. The time given over to these activities may vary from week to week, and it may be impractical to have a weekly job plan.

It is perfectly reasonable as part of your discussions on the integrated job plan to agree a job plan period longer than a week so that fluctuations in workload and types of work are recognised. Three months, six months or a year may be appropriate. This approach can also be applied to recognise variations in NHS work.

## **Additional programmed activities**

One of the significant benefits of this contract is that you have no obligation to work beyond the basic working week of 10 PAs for a full time clinical academic consultant. This will be 40 hours for some but for many it will be less as PAs (including for on-call) last only 3 hours outside Monday to Friday 7am to 7pm.

**We recognise that the vast majority of clinical academic consultants and senior academic GPs will work well over 10 PAs. By agreement clinical academics may wish to contract for additional programmed activities, which could be for either University or NHS work, depending on how your workload is distributed.** In order to make best use of this contract, it is vital that the opportunity to claim for the extra work over and above the basic 10 PAs is taken. The first thing to do, therefore, is to demonstrate the number of hours being worked for the University and the NHS. If this total is in excess of 10 PAs, then this needs to be demonstrated to the employers so that this work is recognised in the integrated job plan. This should be done at the job planning meeting.

## **What to do if there is a dispute**

It is possible that the employers will dispute the number of hours demonstrated in the work diary. This may particularly be the case in difficult areas to assess, such as on-call, or some areas of academic work. If there is a dispute, there is the opportunity to go to the informal mediation and then formal appeals processes (as outlined in the model honorary contract and suggested clauses document). If sound evidence to demonstrate the work commitment has been provided, it is going to be very difficult for managers to argue against the case unless they are able to produce evidence of their own. The appeal has a balanced membership, so there is every reason to have confidence that it will reach a fair decision.

Alternatively, the employers might accept that the work being claimed is being undertaken but state that the university cannot afford to pay for all of it. If that is the case, clinical academics have the right not to carry on the extra work above the basic commitment. In these circumstances, a discussion with the employers should be initiated about which work will be dropped from the commitments if it is not going to be paid. In taking forward this issue do note that a reduction in working hours should not impact disproportionately on supporting professional activities. A full time clinical academic commitment should, notwithstanding any agreed flexibilities, have a ratio of 3 PAs of direct clinical care to every PA of supporting professional activities within their NHS commitment and that a part timer should have proportionally less direct clinical care. Again, if this issue cannot be resolved, clinical academics have a right to resort to the mediation and appeals processes and to stick to the basic commitment.

**If consultants or clinical academics work more hours than are agreed in the job plan or for which they are paid, then a precedent may be set which would make it difficult to reduce hours unilaterally in future. If the employer refuses to pay for extra work on the grounds of lack of funding, there is no obligation to do that extra work.**

### **Extra programmed activities and private practice**

There is no requirement under the new contract to work more than 40 hours before undertaking private practice. However, one of the criteria for achieving pay progression is the acceptance of an extra paid programmed activity, *if offered*, before doing private work. But you should remember that:

- If you are already doing 11 PAs (in total, comprising both university and NHS work) as a full timer there is no requirement to do any more;
- 11 PAs could easily be less than 44 hours if work is undertaken in premium time;
- Any offer may be declined and private work undertaken, but this will risk pay progression;
- Additional PAs must be offered to both substantive and honorary consultants in your specialty and if colleagues take all the available extra work, there is no impact on pay progression;

In addition, for clinical academic staff, the following issues are also pertinent:

- If the private work undertaken is a requirement or expectation of university employment, this work should be a recognised part of the integrated job plan, and will not have an adverse impact on pay progression;
- If the proceeds from private work are retained by or used to the benefit of the university, there should be no expectation that an extra PA should be undertaken to qualify for pay progression;
- For the purposes of these provisions, private work refers only to the diagnosis or treatment of patients by private arrangement. Publishing books or other activities are not covered by these rules.

Agreement should be reached with the employers about situations that are not as clear cut – for example, where private work (the diagnosis and treatment of patients by private arrangement) is undertaken and the proceeds are shared between the university and the clinical academic consultant. It should be clarified with the employers how they intend to deal with this issue. It is possible that they will not want to offer any extra PAs (they might not be able to afford them), or might offer a small number across a department. Bearing this in mind, consultants might like to agree amongst themselves an arrangement for accepting any extra PAs that are offered. For example, if one extra PA is offered amongst four consultants (either honorary or substantive NHS consultants), each could take it in turn to undertake the extra paid work.

If an extra PA is offered and taken up, there is a right to notice of 6 months if other commitments have to be rearranged. There is a right to 3 months if you do not.

The BMA believes that part-time workers with a total commitment less than 10 PAs should work the extra PA on a pro-rata basis to their basic commitment.

## 5. Who does the job planning?

The single integrated job plan is agreed and reviewed between the clinical academic consultant, their university manager and their clinical manager in a joint process. By agreement, the employers may be represented by one person acting in a dual capacity.

Within this joint process, NHS responsibilities should be agreed with the medical director, clinical director or other lead clinician.

In these discussions, the university employer would normally be represented by the Head of School, Head of Department, or for more senior clinical academic staff, the Vice Chancellor or their nominee.

## 6. Job schedule

### Location

The contract will state your principal place of work and state that Programmed Activities will generally be expected to undertaken at the principal place of work. However, clinical academic staff will often need greater flexibility than their NHS colleagues and there is the facility to agree off site working to cover, for example, some university commitments, supporting professional activities (SPAs) and direct clinical care activities such as patient administration.

There is no reason why it cannot be agreed that administration or work, such as reading journals and audit, can be done at home at a convenient time. An assessment of how much time this sort of work takes will need to be agreed and then agreement sought that the work will be undertaken flexibly during the week.

When agreeing the location of commitments, it is important to factor in circumstances in which work might be undertaken at a number of NHS trusts, for example in the conduct of a clinical trial. There is an issue raised by clinical trials in particular, although it is relevant to multiple site working in general, about how the honorary contract covers the need to work, or have access to patients, at multiple sites or trusts. This issue is covered in the contract guidance agreed with the employers, where it is suggested that all locations should be specified in the integrated job plan and that a lead trust holds the honorary contract and, for the purposes of the integrated job plan review, represents all the NHS organisations involved.

### Private work

The integrated job plan should identify any *regular* private commitments. The information required is limited to the planned location, timing and the broad type of work being undertaken. There is no need to go into specific detail of the work being undertaken and the trust has no right to ask for financial details relating to the private practice.

### Fee paying work

The NHS contract sets out the general principle that consultants are entitled to receive fees for work done in their own time but should not receive extra fees for work done during NHS programmed activities. This is replicated in the honorary NHS contract.

However, there is scope for fees for work done in programmed activities to be retained where there is 'minimal disruption to NHS work'. This is another area where confirmation on how the employers intend to implement the contract is required before signing up to the job plan. Particularly if this sort of work is routinely undertaken, clinical academics might like to confirm that the NHS employer(s) will agree to them keeping fees because minimal disruption is caused. Alternatively, agreements could be made that the NHS work is made up at another time – effectively time shifting the work. Such work could also be scheduled as agreed programmed activity with the fee going to the employer.

The types of work that need to be agreed on are:

- Category 2 work
- Domiciliary consultations
- Section 12 Mental Health Act assessments

Where the fee-paying work is undertaken as part of academic duties, the NHS arrangements do not apply.

### **Premium time**

Any programmed activity undertaken outside of the hours 7am to 7pm, Monday to Friday, is regarded as taking place in 'premium time'. This means that a programmed activity at these times lasts only 3 hours instead of 4 hours. It is important that you bear this in mind when making an assessment of how many PAs a job is worth. If some work is being done in premium time, the employer may need to pay an additional PA. An alternative would be to agree to be paid an enhanced rate of pay of time and a third for such premium time work rather than reducing the length of the PA. Premium time will apply to any activity that is agreed as part of the integrated job plan – whether it is a university or NHS commitment.

### **Normal working week**

This new definition of premium time does *not* mean that 7am to 7pm, Monday to Friday, has now been designated as the 'normal working week'. It simply sets a rate of pay for work outside of these hours. The normal working week for a full time clinical academic consultant or senior academic GP is 10 programmed activities.

### **Non-emergency work in premium time**

It is important to remember that there is the express right to refuse to undertake non-emergency work during premium time. There should be no detriment in relation to pay progression or any other matter as a result of refusing. This should not be taken to imply that work can be forced upon clinical academics outside of premium time. It is clear that the entire integrated job plan should be drawn up by agreement.

It is important to note that the definition of non-emergency work includes the regular programmed work of specialties with emergency routine cases. The terms of service give the example of A&E, but this should include specialties such as obstetrics and gynaecology and intensive care.



## 7. Objectives

The integrated job plan will include personal objectives and clinical academics will need to make every reasonable effort to meet these objectives in order to achieve pay progression. Objectives need to be appropriate and identified and, most importantly, agreed between the clinical academic, university manager and clinical manager.

Objectives could relate to quality; activity; clinical, research or teaching outcomes; standards; service or university objectives; resource management; service development or team working. It is not reasonable to set objectives where there are significant influencing factors outside the control of the clinical academic, for example the maintenance or lowering of waiting lists. Whatever objectives are set, the most important thing is that they are agreed. There is no obligation to sign up to any objectives that individual clinical academics think are unreasonable. Objectives should be based on reasonable expectation and recognise that circumstances outside of the clinical academic's control may impact upon delivery. If it is not possible to agree objectives, clinical academics will have recourse to the mediation and appeals processes.

**It is important that you think about personal objectives and be in a position to suggest and justify them when it comes to the integrated job planning meeting.**

The BMA's Consultants Committee has produced an objective setting handbook to assist in the identification and agreement of objectives. It provides examples of good practice and suggestions for objectives. The handbook is available on the BMA website.

<http://bma.org.uk/-/media/Files/PDFs/Practical%20advice%20at%20work/Job%20planning/consultantobjectivesexamples.pdf>

## 8. Supporting resources

The job plan joint review should also identify the resources needed to do the job properly. This is an important part of the integrated job plan. It gives the opportunity to make sure that the employers are formally aware of what supporting resources required, for example secretarial support, medical and research staff support, office space and information technology.

A lack of appropriate supporting resources could have an impact upon meeting objectives. It is therefore important to identify the required resources when agreeing the integrated job plan. Remember, pay progression cannot be withheld if objectives have not been met for reasons beyond your control.

## 9. Review

After having agreed the initial integrated job plan, the plan should be reviewed annually. The review should consider:

- Factors affecting the achievement of objectives
- Adequacy of resources
- Potential changes to duties or responsibilities
- Ways to improve workload management
- Planning of careers

Clearly, this will be a significant meeting. It will play an important part in determining pay progression. It will be a chance to demonstrate any additional work taken on and to suggest changes to the job.

There is also the chance to propose an interim review where the duties or responsibilities have changed during the year.

## 10. Mediation and appeals

Annex B of the model honorary contract and the suggested clauses document both set out the mediation and appeals processes which apply to clinical academic staff when it has not been possible to agree an integrated job plan. The mediation process is an informal attempt to resolve disagreements, conducted by the Dean in liaison with the medical director (if they have not already been involved). If you are not satisfied with the outcome of the mediation, you have the right to pursue a formal appeal.

The appeal panel will consist of five members: a chairman nominated by the university, representatives nominated by the clinical academic and the honorary employer and two further members (1 employee-nominated and 1 employer-nominated) chosen from a list of individuals approved by the SHA, BMA and BDA. The panel makes a recommendation to the Vice Chancellor copied to the Board of the honorary employing organisation. You can appear before the panel and take a representative along with you. Timescales are set out, along with a lot more detail, in annex B of the model honorary contract.

## 11. BMA support: regional services

Industrial relations officers and other local office staff are experts in employment matters but do not have expertise in clinical matters. Therefore, whilst they will be able to give general advice and guidance about the job planning process, they will not be able to advise you in detail about what is appropriate for each individual and their specialty.

The BMA will also be able to advise and support members through the mediation and appeals processes. Mediation is set out in the terms of service very much as an informal process and we would envisage that most consultants would not require formal representation at this stage. It is not expressly allowed for in the contract and in our experience, the involvement of an external representative would tend to formalise the process and this may not be in all individual's interest. The formal appeal clearly does allow for representation and the Association will represent members at such hearings.

### **Medical Academic Staff Committee**

**February 2010**

# Annex 1

## **Consultant Clinical Academics – Principles for Applying the Consultant Contract October 2003**

### **Status of this Document**

This document sets out principles for applying the proposed NHS consultant contract (England) to clinical academic staff in England. The parties to the agreement are: the Department of Health, the Department for Education and Skills, the British Dental Association, the British Medical Association, the Universities and Colleges Employers Association and the NHS Confederation.

### **Core Principles**

- All parties are aware of the need to develop contractual arrangements that are acceptable to the stakeholders.
- Supporting documentation as referred to in the table of detailed principles below will consist of:
  1. A model honorary NHS contract (A)
  2. A model insert for use by University<sup>1</sup> employers to give effect to the new pay arrangements (B)
  3. Accompanying guidance (C)
- There is commitment to the principle of parity in arrangements, including pay, between clinical academics and substantive NHS consultants.
- Any new arrangements for clinical academics will be based on the terms and conditions produced for substantive NHS consultants.
- Follett principles will be incorporated into arrangements for consultant clinical academics.
- If a national agreement is accepted for substantive NHS consultants in England, the aim will be to reach an agreement for clinical academics in England, incorporated into the terms and conditions of the national agreement (as a stand-alone annex or schedule).
- Clinical academics will retain an honorary NHS contract and a separate substantive University contract of employment unless they were/are to be contracted under the “A+B” arrangements (which consist of two distinct part time contracts with separate employers).
- These arrangements will apply to both full-time and part- time clinical academic appointments.
- A shorter model honorary NHS contract will be produced for individuals who are not at consultant level or who have limited access to patients.

<sup>1</sup> Or other substantive employer

## Detailed Principles (the location of the wording of the principles is indicated in the final column)

Appointment	Criteria for setting starting salary should take account of relevant experience that is equivalent to consultant level (normally but not exclusively Senior Lecturer, Reader or Professorial level experience) and relevant academic qualifications. In the case of a University appointment where an honorary NHS contract is required, the NHS should have input into the recruitment process.	A, B, C
Duties and Responsibilities	Duties and responsibilities should be jointly agreed between the substantive employer and the honorary employer and take account of all aspects of the clinical academic's contracted work and the Working Time Regulations.	A, B, C
Job Planning	<p>There should be a single integrated job plan and a joint process for reviewing the job plan.</p> <p>Work for both employers will be expressed in terms of Programmed Activities. The job plan will set out a work schedule for all NHS work and the duties and responsibilities on behalf of the academic employer will be included in the job plan.</p> <p>Clinical academics will not be expected to carry out work that has not been agreed in the job plan except where dealing with unexpected emergency work when on call. NHS organisations and Higher Education Institutions may enter into a service level agreement for the provision of services on a Departmental basis.</p>	A, B, C
Mediation and Appeals	<p>Mediation and appeals relating to disputes arising from job planning or decisions about pay progression should be jointly handled.</p> <p>To ensure balance, an appeals panel should include representation from both the substantive employer and the honorary employer and equivalent representation acting on behalf of the appellant.</p>	A, B, C
On call	<p>In scheduling on call rotas, NHS employers should take account of the full workload of the clinical academic.</p> <p>Where clinical academics undertake the same level of on-call duties as substantive NHS consultants they should receive the same level of recognition/remuneration.</p> <p>University duties may comprise an on call commitment, for example as part of a patient-based research project. This may also be recognised as a commitment in the job plan.</p>	A, B, C

Extra Programmed Activities and Spare Professional Capacity	<p>The job plan may, by prospective agreement, include additional work expressed as Programmed Activities (PAs) undertaken on behalf of either employer (at the rate applicable to the time of day). The clinical academic would be under no obligation to undertake additional PAs above the standard ten (or fewer for part-timers) agreed in the job plan. Extra PAs may not exceed two in total for full time staff.</p> <p>The requirement for the individual to undertake one extra PA (if offered by either employer) before undertaking private practice should apply to clinical academics where they personally profit from undertaking privately remunerated clinical work. Where the proceeds are retained by, or used to the benefit of, the University (or charity) there should be no expectation that he or she should undertake an additional PA in order to qualify for pay progression.</p> <p>Further discussion needs to take place on the situation where the individual undertakes private practice but shares the proceeds with the academic department.</p>	A, B, C
Private Practice	<p>The NHS Code of Conduct for Private Practice and the substantive employer's guidance on undertaking private practice will apply.</p> <p>There may be occasions where private practice is a requirement or an expectation of University employment. Any such commitment should be identified in the clinical academic job plan and not have an adverse impact on pay progression.</p>	A, B, C
Fee Paying Services (Formerly Category 2 Work) and Receipt of Additional Fees	Any separate fee paying services undertaken explicitly on behalf of the academic employer will be exempt from NHS rules. For all other fee paying work the rules for NHS consultants will apply. Schedule 10 of NHS Terms and Conditions explains the detail.	NHS TCS
Intellectual Property	It is recognised that both employers will have rules about intellectual property. The rules that will apply in any given situation will be a matter for local agreement, between the University and the Trust. Whatever rules apply in a particular case must be made explicit to the clinical academic.	A & University contract
Basic Salary	Salary will take account of all work for both the substantive employer(s) and the honorary employer(s) and will be paid according to the number of Programmed Activities undertaken and on call availability.	B



Pay Progression	Representatives of both employers will jointly agree a recommendation to the substantive employer about decisions on pay progression. The final decision will rest with the substantive employer. A single set of criteria for pay progression for NHS consultants and clinical academics is contained in the NHS terms and conditions of service. Neither employer will be able to add additional criteria.	B, C NHS TCS
Pay Supplements	Premium Time rules will apply as normal, including for emergency work undertaken in Premium Time. On call availability supplements to be payable (see on call above).	B
Clinical Excellence Awards	Clinical academics will be eligible to be considered for the Clinical Excellence Awards (CEA) scheme. Research and teaching will be recognised under the CEA scheme.	CEA guidance
Pension	Clinical academics to retain option of NHS pension scheme or substantive employer's scheme.	University Contract
Leave	Leave entitlement for clinical academics will be determined by the university employer but should be no less favourable than that available in the NHS. The timing of leave will need to be agreed in advance with both employers.	University Contract
Discipline	Either the substantive employer's disciplinary procedures or the honorary employer's disciplinary procedures may be used, depending on which are appropriate to the circumstances, or as agreed on a case by case basis. In any event, the employer taking disciplinary action will inform the other, normally before procedures are initiated, and keep them informed at all stages.	A, University Contract
Termination of employment	Termination of one contract will result in a review of the other contract.	A, University Contract

## Annex 2

### Review of appraisal, disciplinary and reporting arrangements for senior National Health Service (NHS) and university staff with academic and clinical duties

#### Summary of recommendations

- The key principle for NHS and university organisations involved in medical education and research should be 'joint working to integrate separate responsibilities' (Paragraph 13).
- University and NHS partnerships responsible for medical education and research should establish joint strategic planning bodies, with joint subsidiary bodies responsible for staff management policies and procedures for staff with academic and clinical duties (Paragraphs 14-17).
- Universities and NHS bodies should formally make all senior NHS and university staff with academic and clinical duties fully aware to whom they are accountable for the separate facets of their job (Paragraphs 18-23).
- The key principle of joint working to integrate separate responsibilities should be applied to the management of senior NHS and university staff with academic and clinical duties (Paragraph 24).
- The job descriptions for new and replacement senior NHS and university staff posts with academic and clinical duties should be jointly prepared and formally agreed by both partners prior to advertisement (Paragraphs 26-30).
- Appointments to senior NHS and university staff posts with academic and clinical duties should be jointly made under procedures agreed by the partners (Paragraphs 31-38).
- NHS regulations for consultant appointments, as well as those of the relevant university, should be applied to selection committees for clinical academic posts involving honorary consultant appointments (Paragraph 33).
- Substantive and honorary contracts for senior NHS and university staff posts with academic and clinical duties should be explicit about separate lines of responsibility, reporting arrangements and staff management procedures, and should be consistent, cross-referred and issued as a single package (Paragraphs 39-45).
- The substantive university contract and the honorary NHS contract for clinical academics should be interdependent (Paragraph 41).

- Universities and NHS bodies should work together to develop a jointly agreed annual appraisal and performance review process based on that for NHS consultants, to meet the needs of both partners (Paragraphs 46-60).
- The process should:
  - a. involve a decision on whether single or joint appraisal is appropriate for every senior NHS and university staff member with academic and clinical duties;
  - b. ensure joint appraisal for clinical academics holding honorary consultant contracts and for NHS staff undertaking substantial roles in universities;
  - c. define joint appraisal as two appraisers, one from the university and one from the NHS, working with one appraisee on a single occasion;
  - d. require a structured input from the other partner where a single appraiser acts;
  - e. be based on a single set of documents; and
  - f. start with a joint induction for those who will be jointly appraised (Paragraphs 51-60).
- Associated universities and NHS bodies should jointly prepare a formal agreement on the procedures for the management of poor performance and for discipline to be followed for senior NHS and university staff members with academic and clinical duties (Paragraphs 61-66).
- As a minimum, these procedures should:
  - a. ensure joint working in the process from the time implementation of it is first contemplated;
  - b. specify which body is to take the lead in different types of cases;
  - c. ensure suitable cross membership of disciplinary bodies; and
  - d. be expeditious (Paragraphs 62-63).
- The current review of the NHS award scheme for consultants should remove barriers to the full participation of clinical academic staff with honorary contracts (Paragraphs 67-68).
- The recommendations in this report should apply equally to Dental Schools, with appropriate modifications to take account of their special features (Paragraphs 75-77).
- Implementation of our recommendations should be facilitated by structured joint national action initiated by the Department for Education and Skills and the Department of Health (Paragraphs 78-84).
- Universities should consider new formal and informal means of collective action to assist them in implementing our recommendations (Paragraph 80).

