Job planning for the new consultant contract in Scotland
Guidance from BMA Scotland

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1. Introduction
The key factor in ensuring that the new consultant contract is implemented successfully for consultants is the job planning process and in particular, getting the first job plan right. For this reason, BMA Scotland has developed this practical advice on job planning primarily for new or existing consultants moving to the new consultant contract after 1 April 2004. It should be read in conjunction with the new consultant contract terms and conditions of service and accompanying documentation (see section 11 for further information).

All existing consultants should have an annual job plan, since the requirement for this has been in national terms and conditions since 1991. Job planning is an integral part of the new contract and it is essential that those applying for their first consultant post under the new contract understand the process and how to get the best from it for themselves and their patients.

2. The purpose of job planning
The job planning process is a prospective process that needs to be based on a partnership approach to enable consultants and employers to:

- effectively prioritise work and avoid excessive consultant workload;
- agree how a consultant or consultant team can most effectively support the wider objectives of the service and meet the needs of patients;
- agree how the NHS employer can best support a consultant in delivering these responsibilities;
- provide the consultant with evidence for appraisal and revalidation;
- comply with the Working Time Regulations; and
- agree activity above the standard commitment via prospectively agreed extra programmed activities (EPAs).

3. Who does the job planning?
The terms and conditions are clear that the job plan is agreed between the consultant and the employer. This is the Medical Director/Director of Public Health or the Clinical Director, or other lead clinician nominated by the Medical Director/DPH. It is entirely inappropriate for the process to be led by a non-medical manager.

There may be circumstances where generic issues relating to the job plan can be resolved at departmental or specialty level and there is scope for collective agreement on this with the employer via the local negotiating committee (LNC).

4. Preparing for the job plan

(a) New consultants

Pre-appointment
When applying for your first consultant post, you should make sure you have a job description for the post, a proposed job plan, a job specification and as much detail about the post and the location/employer as possible. Whilst visiting, you should ask for further details of the proposed job plan, proposed objectives and very importantly, the supporting resources available to allow you to carry out the work. You should get further opportunity to explore this at interview and prior to full acceptance of the post.
The basis of the new contract is a 10 programmed activity (PA) contract for full-time consultants. Consultants are not obliged (or entitled) to undertake any more than 10 PAs per week. Thus, as a new full time consultant, you should only be offered a 10 PA contract, and your job plan should quite clearly state the work to be undertaken in each PA. Where it is not possible for the department to maintain the necessary service then you may, at the discretion of the employer, be offered more than 10 PAs. You may elect to take up these extra paid PAs, or not, as you wish.

You should also bear in mind that it may be possible to negotiate changes to the proposed job plan before you formally accept the post. Once you have been offered the post you should explore with the employer the possibility of amending elements of the job plan that you dislike. Ultimately, if there are parts of the job plan that you cannot accept, you may choose not to take up the post.

On appointment
Once offered the post, you should arrange an early meeting with your clinical manager, ideally before starting, so that you can finalise the job plan. As well as a timetable of activities, the job plan should also include agreed objectives and the supporting resources you will need to do the job. Make sure the job plan includes all the relevant aspects (see section 6) and in particular a realistic assessment of the PAs required to deliver the work. Wherever possible you should refer to colleagues in your new department and also check whether there are any collective agreements between the employer and the local negotiating committee (LNC). Your local BMA office, royal college and specialty association will also be able to provide advice on whether the job plan you have been offered is reasonable.

One of the more difficult areas with a new post is making sure the assessment of on-call work is fair. If there has been a previous post holder, this should usually give an indication of what the assessment should be, as should the allocation for other colleagues in the same specialty and department. Each job, however, should be tailored to the needs of the employer, the consultant and, of course, patients.

Over the first few months of the job you should keep a work diary to ensure that your job plan accurately reflects the duties and workload of your post. Where there is a significant disparity then an interim job plan review can be requested. This is even more important for new posts where there is little or no precedent to predict workload. In order to maintain high quality medical care, BMA Scotland strongly believes that full-time consultants will usually require the 2.5 PAs for supporting professional activities stipulated in the terms and conditions of service, unless there are good individual reasons to the contrary.

(b) Existing consultants transferring to the new contract

Expressing an interest
If you have not yet transferred to the new contract, but now wish to, you should write to your employer to express your interest. You might decide this around the time of your annual appraisal and review of your current and future workload. If you transfer on or before 31 March 2008, transitional pay arrangements will apply (as set out in paragraph 14.2.7 of the terms and conditions of service). You have no eligibility for backpay.

Job planning
You should then follow the process outlined in this document and the agreed contract documents (see section 11). The new contract and terms and conditions of service say
that the job plan should be agreed between the consultant and the employer and we would encourage the consultant to be the key player in drawing up the initial job plan.

The first job plan under the new contract is the most important as it will inform discussions in later years. It is very important that the job plan and programmed activities (PAs) truly reflect the balance of service required and the supporting professional activities protected within the contract. If you want to ensure that it is a job plan that fulfils your requirements as well as those of the employer, then it is important that you are well prepared in advance of the first meeting with your employer. Whilst the job plan is a prospective agreement, it will in most cases build on what you currently do in your job, although this is likely to change with time to accommodate the changing needs of yourself, your patients and the service as a whole. You should therefore be clear about:

- What is currently in your job plan (if you have one);
- What work you actually undertake at the moment (this may well be different from your job plan);
- How the work you currently do would fit into the new contract’s definitions (e.g. what is direct clinical care, what is supporting professional activity);
- What you would like to see changed in your job in the future.

BMA Scotland will support any member faced with an unrealistic job plan offer and help them reach a reasonable agreement. Remember that this is a 10 PA contract for full-time consultants. You are not obliged (or entitled) to work more than 10 PAs per week unless you and your employer agree that you will.

Ultimately, existing consultants retain the ability to remain on the old contract. However, job planning is also a requirement under the old contract, so those choosing not to transfer will still need to undergo job planning according to the provisions of the old contract.

**Maximum part-time (MPT) consultants**

There is no MPT contract under the new contract. All consultants working full time will get a full time salary. Those that wish to undertake private practice will be obliged, if requested by the employer, to work up to one extra (paid) PA per week (see box on page 11) to maintain eligibility for salary progression.

**5. Subsequent job plans**

When you come to review your job plan at an interim or annual review, you should ensure that you have a clear idea of whether or not the existing job plan accurately reflects the work you actually do. This is particularly important if you are going to argue that your work justifies the payment of extra programmed activities. Keeping a diary of your activity will be vital for this and the terms and conditions include a model diary (appendix 6 of the terms and conditions) for you to use in carrying out this task.

For the most part, your work is likely to follow a regular pattern from week to week and should be relatively easy to assess. There will be exceptions for consultants who do not have such a regular pattern, such as consultants in public health medicine and clinical academic consultants, and in those circumstances a longer and more detailed diary exercise will be necessary. Note in particular that your workload is likely to be higher when you have colleagues on annual leave.
You should bring all the relevant data needed to plan the activities for the coming year. For example this could include:

- A working time diary
- Relevant specialty advice on workload
- Information and evidence on activities undertaken in supporting professional activity (SPA) time (see definition on page 6)
- Views on future objectives
- Evidence to support suggested new resources required to meet the work and objectives within the contract.

It is important to realise that the job planning process is dynamic. It is an (at least) annual event that gives all parties the chance to match workload to patient needs and to improve the work/life balance of consultants. See also section 7 which covers the review process.

At each job plan review you should work in partnership with your manager to seek agreement. Should you fail to reach agreement then you have recourse to mediation and appeal (see section 8 below).

6. The job plan content
The job plan details your commitment to the NHS and sets out:

- All professional commitments
- Time and service commitments
- Accountability and management arrangements
- Objectives
- Resources
- Any agreed extra programmed activities.

(a) The basic timetable
The full time commitment is for 10 programmed activities (PAs) of 4 hours each (3 hours in premium time). The number of PAs is assessed by determining the average number of hours spent on each activity per week, under each category of direct clinical care, supporting professional activities, additional responsibilities and other external duties, adding these hours together, and then converting the total number of hours into PAs, rounding up to the nearest half-unit. Try to think how your work will fit into the various categories below:

Direct clinical care: includes emergency duties (including emergency work carried out during or arising from on-call), operating sessions, pre and post operative care, ward rounds, outpatient clinics, clinical diagnostic work, other patient treatment, public health duties, multi-disciplinary meetings about direct patient care, administration directly related to patient care (e.g. referrals, notes, complaints, correspondence with other practitioners), on-site medical cover, any other work linked to the direct clinical care of NHS patients and travelling time associated with any of these duties. Please note particularly that administration relating to direct clinical care is included here, as is travelling time relating to direct clinical care. It is not appropriate for employers to set ‘tariffs’ for the administration element of direct clinical care as a proportion of the overall amount. The allocation of these PAs in your job plan should be based upon an assessment of what is required for you to do your work.
Supporting professional activities: includes continuing professional development, teaching and training, management of doctors in training, audit, job planning, appraisal, revalidation, research, contribution to service management and planning, clinical governance activities, any other supporting professional activities, and travelling time associated with these duties. You should remember the need to keep up to date with relevant medical journals and literature.

Additional responsibilities: are duties of a professional nature carried out for or on behalf of the employer or the Scottish Executive which are beyond the range of the supporting professional activities normally to be expected of a consultant. Additional responsibilities are Caldicott guardians, clinical audit leads, clinical governance leads, undergraduate and postgraduate deans, clinical tutors, regional education advisers, formal medical management responsibilities, other additional responsibilities agreed between a consultant and his/her employer which cannot reasonably be absorbed within the time available for supporting professional activities and travelling time associated with these duties. This is not an exhaustive list.

Other external duties: duties not included in any of the three foregoing definitions and not included within the definition of fee paying work or private practice, but undertaken as part of the job plan by agreement between the consultant and the employer. They comprise work not directly for the NHS employer, but relevant to and in the interests of the NHS. Examples include trade union and professional association duties, acting as an external member of an advisory appointments committee, undertaking assessments for NHS Education for Scotland, NHS Quality Improvement for Scotland or equivalent bodies, work for the Royal Colleges, work for the General Medical Council or other national bodies concerned with professional regulation, NHS disciplinary procedures, NHS appeals procedures and travelling time associated with these duties. This list of activities is not exhaustive.

Travelling time
Travelling time to and from the usual place of work is not included. However travel between sites and for on-call duties is included within the PA for which the travel is necessary. Travelling time for emergencies is also included.

Lunch breaks
A proper balance of work and rest is vital to maintaining a healthy workforce. BMA Scotland thus recommends that consultants should ensure adequate breaks from clinical work during the day. However the nature of many consultants’ work means that it is rarely possible for them to absent themselves from clinical duties and have a total break. This necessarily professional attitude to patient care means that during a day of clinical activity it is unlikely that many consultants will be able to free themselves from potential interruption so as to allow an unpaid lunch break. The professional nature of consultants will allow breaks to be taken where possible, but their continuous availability during this time is a benefit to patients. Consultants normally exercise their judgement in taking breaks flexibly, at times chosen to minimise disruption to patient care and to promote the safety of patients.

Prospective cover
Your workload may be much higher when your colleagues are on leave. Remember this when you are assessing the amount of time you spend on some activities. This is particularly important when you are assessing your work done whilst on-call (see (b)
The on call availability supplement is calculated on the frequency of the rota commitment (as set out in paragraph 4.10.10 of the TCS). Also remember that your agreement is required in advance through the job planning process regarding the circumstances in which you will provide cover for colleagues on leave.

Timing
PAs may be planned in whole or half units. Attaching a timed value to PAs is intended to provide greater transparency. However, you and your clinical manager can agree flexible arrangements. For example, you may average duties over a period of time to allow for variable childcare commitments. Such agreements should be documented in the job plan. BMA Scotland supports this approach which is in keeping with such initiatives as the PIN Guideline on family friendly policies.

Location
The contract will state your principal place of work. You will generally be expected to undertake your programmed activities at the location agreed in the job plan. Arrangements to work off-site or at home at specified times may be agreed in relation to specified duties and should be set out in the job plan, while some supporting professional activity time can be scheduled flexibly and undertaken off-site. The nature of public health medicine work means that it is unlikely to be feasible to define specific times and locations in the job schedule. You may wish to discuss and agree flexible locations with your employer during job planning.

A rigid approach may not be feasible where, for example, office space or resources are limited. BMA Scotland recommends a flexible approach as beneficial to both consultants and employers.

Premium time
Any programmed activity undertaken outside of the hours 8am to 8pm, 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. You can, as an alternative, agree to be paid an enhanced rate of pay equivalent to time and a third for such premium time work rather than reducing the length of the PA (see paragraphs 4.8.2 and 14.5.2 of the terms and conditions). Between 1 April 2004 and 31 March 2006, where scheduled provision is made for out of hours work, the employer can decide whether to give recompense in the form of premia or a reduction in hours. From 1 April 2006, premia may be paid only by mutual agreement between you and your employer.

The definition of premium time does not mean that 8am to 8pm, Monday to Friday, has been designated as the 'normal working week'. It simply sets a higher rate of pay for work outside of these hours. The normal working week for a full time consultant is 10 PAs.

It is important to remember that non-emergency work after 8pm and before 8am during the week, any time during the weekend and on public holidays cannot be scheduled without your agreement, although such work on Saturday mornings and public holidays could be imposed as a result of a job plan appeal. This does not imply that work between 8am and 8pm weekdays can be forced upon you: it is clear that the entire job plan should be drawn up by agreement. It is simply explicit that you cannot be required to do non-emergency work at specific times.
Non-emergency work for these purposes includes the regular, programmed work of consultants whose specialty by its nature involves dealing routinely with emergency cases, e.g. A&E consultants.

(b) On-call duties
Your on-call commitment should be clearly set out in the job plan. Under the new contract it is recognised in three ways:

(i) Availability supplement
You will receive a supplement to recognise the inconvenience of being on-call. The supplement will depend on the rota frequency and the category of your on-call as follows:

- **Level 1** will apply to a consultant who needs to attend a place of work immediately when called, or to undertake analogous interventions (e.g. telemedicine or complex telephone consultations).
- **Level 2** will apply to a consultant who can attend a place of work later or respond by non-complex telephone consultations later.

<table>
<thead>
<tr>
<th>Frequency of Rota Commitment</th>
<th>Value of supplement as a percentage of full-time basic salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
</tr>
<tr>
<td>High Frequency: 1 in 1 to 1 in 4</td>
<td>8.0%</td>
</tr>
<tr>
<td>Medium Frequency: 1 in 5 to 1 in 8</td>
<td>5.0%</td>
</tr>
<tr>
<td>Low Frequency: 1 in 9 or less frequent</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

In calculating the frequency of the rota, it is important to take into account prospective cover rather than taking the frequency to be equivalent to the number of people taking part in the rota. Prospective cover will result in a change in the frequency of your rota commitment and therefore of the frequency band. For example a 1 in 10 or 1 in 9 rota with prospective cover will be pushed into the medium frequency band, becoming at least a 1 in 8 rota, and a 1 in 5 rota will be in the high frequency band, becoming a 1 in 4 rota. This is based on the formula: Rota after including prospective cover is 1 in (number on rota x 42/52).

This is an area where a collective agreement for all consultants in a department might apply or where the local negotiating committee may have reached an agreement with the employer.

(ii) PA allocation for 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 clinical 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.**

(iii) PA allocation for 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, public health management of a case of meningococcal disease. This work will
be much harder to assess and you will simply need to keep a record of what you do 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 until 31 March 2005 of 1 PA per week for unpredictable work. After that, the limit is 2 but if you are working more than 2 after 31 March 2005, then you can still get recognition for this work by pay or time off. If this work is sufficiently regular, it should be programmed as predictable work.

If you cover your colleagues’ on-call duties when they are away on study leave, annual leave and public holidays, make sure you bear this prospective cover in mind when assessing your workload for both types of emergency work. With 6 weeks’ annual leave, on average 2 weeks’ study leave and public holidays, you are likely to be covering 10 weeks of each colleague’s duties. This may mean your average out of hours workload is greater than that measured when nobody is on leave. This is another issue on which the local negotiating committee may have reached an agreement with the employer.

Please note that, until 31 March 2006, if, by recognising your on-call work, there would be a reduction in your current daytime clinical work, your employer can expect you to do extra paid programmed activities, meaning you may have to continue until then to do more than 40 hours work (though all work would be paid).

Remember there is no obligation for a consultant to be resident on-call at night. Where you agree to be resident at night, the rate payable is for local agreement between the employer and the local negotiating committee. BMA Scotland believes that this should be substantially higher than standard or premium time rates.

(c) Balance of activities
For full-time consultants, the contract says that your job plan will include 7.5 PAs of direct clinical care and 2.5 PAs of supporting professional activities (SPAs) per week, unless otherwise agreed. However, if your job requires more supporting professional activities or includes additional responsibilities or other external duties, this must be reflected in your job plan by reducing your direct clinical care, paying extra PAs (if you agree) or both.

Supporting professional activities
These activities are required to underpin high quality patient care. The activities included within them (see definition on page 6) are also key elements for achieving revalidation, hence their importance to all consultants. Study leave is in addition to this and there are no grounds for reducing SPAs to take into account study leave. Ten hours per week for SPAs, in our view, will be required by almost all full-time consultants and should not be negotiated away. You should make sure your SPA commitment includes an appropriate amount of time for keeping up to date with relevant medical journals and literature.

To maximise the benefit to patients, consultants and employers, SPAs should be scheduled where appropriate, but by their nature are often best delivered flexibly in time and location. Many consultants have better IT, reading and other facilities at home than in their workplaces. Furthermore, SPAs undertaken at home are less likely to suffer interruption and could therefore be much more productive. It is thus not realistic to insist that all SPAs are undertaken on site. A flexible approach to SPAs reflects a better attitude to work life balance and is being agreed by many employers.
It is, however, important that you abide by employer guidance on confidential or patient-identifiable data. You will also need to be able to account for your SPA time at your next job plan review. Many royal colleges and specialty associations give advice on necessary requirements in this area.

**Part-time consultants** require proportionately more time for supporting professional activities and this is recognised in the terms and conditions of service by the following table—

<table>
<thead>
<tr>
<th>Total Number of programmed activities</th>
<th>Number of SPAs</th>
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<tbody>
<tr>
<td>2 or less</td>
<td>0.5</td>
</tr>
<tr>
<td>2.5 – 3.5</td>
<td>1</td>
</tr>
<tr>
<td>4 – 5.5</td>
<td>1.5</td>
</tr>
<tr>
<td>6 – 7.5</td>
<td>2</td>
</tr>
<tr>
<td>8 or more</td>
<td>2.5</td>
</tr>
</tbody>
</table>

**Additional responsibilities and other external duties**

In addition to direct clinical care and supporting professional activities, you may have extra responsibilities to undertake, such as being a clinical governance lead or working from time to time for your royal college. Where the work is regular, it should be set out and scheduled. Where it is irregular you can still agree an allocation of PAs for this activity or, by agreement, you can substitute it for other activities (although it should not be assumed that this work will automatically replace time for SPAs). Being a clinical governance or audit lead is an additional responsibility requiring dedicated PAs, but you should remember that this work is in addition to the amount of time needed to be spent doing the clinical governance and audit work required of all consultants.

An alternative way of recognising management and other additional duties is through additional remuneration, such as a responsibility payment, as provided for under paragraph 4.2.6 of the TCS. This type of payment is pensionable, whereas extra PAs above the full time commitment are not.

It is the policy of the Scottish Executive Health Department to encourage NHS employers, as part of a corporate commitment to NHSScotland, to release consultants wherever possible for such work that is not directly for the NHS employer but is relevant to and in the interest of the wider NHS and which may involve consultants being away from their employment base (see National Partnership Steering Group statement of 7 May 2004: weblink in section 11). Where agreement cannot be reached, you may need to go through the mediation or appeals process to achieve what you believe is necessary and best for your patients and those in the wider NHS.

**(d) Extra programmed activities**

There is no obligation to work beyond the basic working week of 10 PAs for a full time consultant or your contracted number of PAs if you are a part time consultant. However, if you undertake private work and wish to remain eligible for pay progression, you may be requested by your employer to work up to one extra, paid PA - see box on page 11.

If you agree to work extra PAs, these should be paid at 10% of basic salary plus any discretionary points that you hold (this is capped at 8 discretionary points if you hold a distinction award). The agreement should be written into your job plan and you should
have a separate contract with the employer in respect of this extra work. This should set out what work is to be done in the extra PAs; this will mean that if you or your employer agree to terminate the separate contract, it will be clear what work is to be dropped.

**Extra programmed activities and private practice**

There is no requirement under the new contract for you to work more than 10 PAs if you want to do private practice as a full-timer. However, one of the criteria for remaining eligible for pay progression is that you accept up to one extra paid programmed activity, if offered, before doing private practice. But you should remember that:

- If you are already doing 11 PAs as a full timer, you do not have to do any more;
- 11 PAs could easily be less than 44 hours if you work in premium time;
- You can decline any offer and do your private practice, but this will risk your pay progression;
- Extra PAs must be offered equitably to all consultants in your specialty.

Part-time consultants have to accept up to one EPA, if offered, to remain eligible for pay progression.

You and your colleagues might like to agree amongst yourselves an arrangement for accepting any extra PAs the employer offers. For example, if one extra PA is offered amongst four consultants, you could take it in turn to undertake the extra paid work. The employer would have to agree to this approach. Remember that if you are offered an extra PA and decide to take it up, you have the right to notice of 6 months if you have to re-arrange other external commitments (3 months if you do not).

In this area, there is some scope for reaching a collective agreement with the employer, via the local negotiating committee.

(e) Private practice

The job plan should include details of any private practice you do. You should identify any regular private practice commitments that you have. The information you need to provide includes the planned location, timing and the broad type of work you are doing. You do not need to go into specific detail of the work you are undertaking and the employer has no right to ask for financial details relating to your private practice. You should refer to the Code of Conduct for Private Practice: Recommended Standards for NHS Consultants (see appendix 8 of the terms and conditions of service).

Remember that the private practice you undertake in a self-employed capacity does not count towards the 48 hour limit for the purposes of the Working Time Directive.

(f) Fee paying work (Appendix 5 (a) work)

The terms and conditions of service operate on the general principle that you are entitled to receive fees for work done in your own time but should not receive extra fees for work done during NHS programmed activities i.e not be paid twice for the same work. However, there is scope for you to retain fees for work done in your programmed activities where there is ‘minimal disruption to NHS work’. Alternatively, you could agree that you will ensure that your NHS work is made up at another time – effectively time shifting your work. You might also negotiate that the work is part of your working week, and through the job planning process negotiate an allocation in terms of programmed
activities.

It may be that the local negotiating committee (LNC) has reached an agreement with your employer on how this work will be treated.

**Fees for NHS work (Section 9/Appendix 5 (b) work)**

Fees for domiciliary visits, family planning and for medical services to local authorities may only be claimed for work undertaken outwith agreed programmed activities. It may be that the local negotiating committee (LNC) has reached an agreement with your employer on this work.

**(g) Objectives**

The job plan will include objectives and you will need to make every reasonable effort to meet these objectives in order to achieve pay progression. The terms and conditions of service are clear that the objectives need to be appropriate and identified and, most importantly, agreed between consultant and employer. They might flow from discussions and agreement during your annual appraisal.

Objectives could relate to activity and efficiency, clinical outcomes, clinical standards, local service objectives, or management of resources. They can include numerical outcomes and outputs and will vary according to specialty or field of clinical practice. It is not reasonable to set objectives where there are significant influencing factors outside the control of the consultant. Whatever objectives are set, the most important thing is that they are agreed with the consultant. You have no obligation to sign up to any objectives that you think are unreasonable. The terms and conditions of service are clear that objectives should be based on reasonable expectation and recognise that circumstances outside of the consultant’s control may impact upon delivery or that an objective can become unrealistic. If you are unable to agree objectives, you will have recourse to the mediation and appeals processes.

It is important that you think about your own objectives, and those of your department and are in a position to suggest and justify them when it comes to the job planning meeting. This is a significant opportunity for consultants to set the agenda and put forward the needs of their patients.

**(h) Supporting resources**

The job plan should identify and agree the resources that you need to do your job properly. This gives you the opportunity to make sure that your employer is formally aware of what supporting resources you require, for example secretarial support, medical staff support, office space, equipment and information technology.

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

**7. Job plan review**

**Annual review**

It is a contractual obligation that you have an annual job plan review. You may find that information arising from annual appraisal could inform this process, and so may wish to link the timing of your job plan review to some time after appraisal.
The review should consider:
- Progress against objectives and 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 and will play an important part in determining pay progression. It will be a chance for you to demonstrate any additional work taken on and will also be a chance for you to suggest changes to your job.

Interim review
You or your employer may request an interim review if changes to staffing resources, or working practices, or your circumstances, require it. You may present a case for this to your clinical manager and should agree a timetable for both review and implementation of changes.

8. Mediation and appeals
BMA Scotland believes that a partnership approach should allow most consultants to achieve agreement on a fair and balanced job plan. Where this has not happened members can involve the BMA to ensure resolution. It is inappropriate for consultants’ goodwill towards maintaining patient services to be used as a lever to work excessive hours – this is contrary to the ethos of the new contract.

If you have not been able to agree your job plan (or if you dispute a decision taken on whether you should receive pay progression for any given year) you have the right to mediation. If you are not happy with the outcome of mediation you are entitled to use the appeals process. Both of these processes are described below.

Mediation
The mediation process is a less formal attempt to resolve disagreements, conducted initially by the divisional medical director (if they have not already been involved) and then the divisional chief executive. Slightly different but analogous arrangements are in place for consultants in public health medicine.

Before the mediation meeting, set out in writing:
1. the nature of the disagreement
2. the reasons for your position
3. the evidence for your point of view
4. the consequences of the alternative job plan being proposed
5. your ideas for reducing hours worked if the number of PAs is the cause of the disagreement.

The evidence you bring to the mediation meeting will depend on the nature of the disagreement, but may include work diaries, workload or activity statistics, corroborating letters from external organisations, comparison with agreed job plans of other consultants in the same or different organisations, specialty/college “best practice” advice, etc.

If agreement cannot be reached through mediation, you have the right to pursue a formal appeal.
**Appeal**
An appeal is lodged according to the provisions of Section 3.4 of the terms and conditions. The appeal panel will consist of a chairman nominated by the employer, a member nominated by the consultant and a third member chosen from a list agreed between the NHS Board and the local negotiating committee. The panel's decision is final and binding.

The National Partnership Steering Group has agreed a model procedure for appeals panels (weblink in section 11).

**Representation**
You have the right to be represented at all stages of mediation and formal appeal. Timescales are set out, along with a lot more detail, in section 3.4 of the terms and conditions of service. BMA Assistant Secretaries 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 you advice and guidance about the job planning process, they will not be able to advise you in detail about what is appropriate for you and your specialty.

The BMA will also be able to advise and support you through the mediation and appeals processes. However we appreciate that some consultants might not want formal external representation at the first stage of the mediation process: they might feel that this would not be in their interests in that it would formalise the discussion and that they would be happy to be accompanied by a departmental colleague or LNC member to provide support if necessary.

9. **European working time directive**
The European Working Time Directive applies to consultants and has done since October 1998. The way the directive works for hospital consultants means that you **are not** entitled to the minimum continuous rest break provisions of 20 minutes every 6 hours, 11 hours in every 24 hour period and 24 hours off a week. **However**, if you do not get these continuous rest breaks, you are entitled to claim compensatory rest at another time.

Consultants in public health medicine are covered by the Working Time Regulations as they stand, without derogation.

10. **Job planning for clinical academic consultants**
Clinical academic consultants should take particular care to include all of their academic and NHS activities when drawing up their job plans. The academic and NHS workloads should be brought together as the integrated workload and incorporated within an integrated job plan. This approach is consistent with the Follett Review which states in a number of places (e.g. paragraphs 53, 62, 67) that the clinical academic post is a “single job” and elsewhere that “all aspects of a clinical academic’s work are of benefit to the NHS” (paragraph 68).

The new contract recognises that, with few exceptions, the commitment of clinical academic consultants to academic activities equates to significantly more than the University's pro-rata share of 10 core programmed activities. This extra (and at times unsocial) commitment to the University will be recognised by the offer of extra equivalent programmed activities as set out in paragraphs 13.1.10 – 13.1.13 of the terms and conditions. A clinical academic consultant is under no obligation to accept the offer of extra academic activities. They may restrict their academic activities to the equivalent of
5, or fewer, programmed activities (see also paragraphs 13.1.10 and 13.1.13 of the terms and conditions). There will be no detriment to pay progression in such circumstances. The inclusion of an extra academic programmed activity in the job plan of all clinical academic consultants was linked to the recognition that the concept of “premium time” does not apply to the academic component of the integrated job plan.

For full-time clinical academic consultants, the integrated job plan will normally comprise the equivalent of 6 (5 core and 1 extra) weekly academic programmed activity equivalents and 5 weekly NHS programmed activities. These norms can only be varied with the agreement of all interested parties. Additionally, one extra weekly clinical service programmed activity may be contracted for locally (see also paragraph 13.1.12). Other than in the case of a clinical academic consultant working part time, the core commitment to academic and clinical service work will be set at the equivalent of 10 weekly programmed activities overall. No more than 2 extra weekly programmed activities will normally be offered under the combined substantive and honorary contracts, and the integrated job plan maximum will not normally exceed the equivalent to 12 programmed activities. However, in exceptional circumstances and subject to the legal requirements of the Working Time Regulations, the limits of 2 extra weekly programmed activities and 12 programmed activities in total may be extended.

A core NHS commitment of 5 programmed activities will normally include 3.5 direct clinical care activities. This number will be varied according to the table at section 6 of this guidance for those clinical academic consultants undertaking more or less NHS activities.

Clinical academic consultants may have significant extra academic workload or administrative responsibilities to their academic employer that cannot adequately be contained within the equivalent of 6 (i.e. 5 core and 1 extra) weekly academic programmed activities. In these circumstances, there is the flexibility to first increase the number of extra academic activities to a maximum equivalent to 2 weekly programmed activities. Any further increase may be achieved, with the agreement of all interested parties, by adding core academic activity equivalents and reducing pro-rata the core commitment to clinical service programmed activities to keep within the integrated weekly job plan normal maximum equivalent to 12 programmed activities.

Examples of substantive university managerial and administrative roles (see paragraph 13.1.11 of the terms and conditions), which may require more than the equivalent of 6 (i.e. 5 core and 1 extra) weekly academic programmed activities, include:

- Dean / Sub-Dean / Postgraduate Dean
- Teaching Dean / Research Dean
- Head of Division / Head of Department
- Phase Convenor / Specialty Convenor

The table below sets out the range of variations in the integrated job plan of a clinical academic consultant.
<table>
<thead>
<tr>
<th>Variation</th>
<th>Total PAs</th>
<th>Academic</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Core</td>
<td>Extra</td>
<td>Core</td>
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<tr>
<td>1</td>
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<td>≤ 10</td>
<td>≤ 5</td>
<td>0</td>
<td>≤ 5</td>
</tr>
</tbody>
</table>

Notes: Examples of variations in the balance between academic and clinical service commitments within the integrated job plan expressed as programmed activities (PAs):
1. The norm for a clinical academic consultant with a full-time contract and no extra clinical service programmed activities (see paragraphs 13.1.8-13.1.10 of the terms and conditions)
2. As for (1) with one extra clinical service weekly programmed activity (see paragraph 13.1.12 of the terms and conditions)
3. As for (1) with two extra clinical service weekly programmed activities (see paragraph 13.1.13 of the terms and conditions)
4. Clinical academic consultant with a substantive university managerial role (see paragraph 13.1.11 of the terms and conditions)
5. Clinical academic consultant contracted for the equivalent of 10 weekly programmed activities or less

11. Where to find further information

Websites
Documentation relating to the new consultant contract can be found on the BMA website:
http://www.bma.org.uk/ap.nsf/Content/Hubconsultantcontractnewsandupdates

This includes the model diary (http://www.bma.org.uk/ap.nsf/Content/ModDiaryScot) and the model job plan (http://www.bma.org.uk/ap.nsf/Content/ConsjobSCOT)

The guidance agreed between the BMA’s Scottish Medical Academic Staff Committee, BDA Scotland, the University Employers and the SEHD on section 13 of the terms and conditions can be found at
http://www.bma.org.uk/ap.nsf/Content/guidancescotclinicalacademics

The Pay Modernisation website also contains a useful section about the contract, including statements from the National Partnership Steering Group:
http://www.show.scot.nhs.uk/sehd/paymodernisation/ConsultantContract.htm

AskBMA
BMA members can call askBMA on 0870 60 60 828 for advice and queries about the new consultant contract. Contact can also be made by email (askbma.org.uk) or via the BMA website (www.bma.org.uk) using the “contact us” link. The service is available Mondays to Fridays between 8.30am and 6.00pm except on UK-wide bank holidays.

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