

## Model job plan for Mr W I R Bender - Consultant in Orthodontics

Mr Bender works on three sites - A District General Hospital (St Giles) – A Peripheral Hospital (St Judes) and his Private Practice

### 1. Job content

Day	Time	Location	Work	Categorisation	No. of PAs
<b>Monday</b>	0830-0930	St Giles	Patient admin	DCC	0.25
	0930-1230	St Giles	Operating	DCC	0.75
	1300-1700	St Giles	NP Clinic	DCC	1
<b>Tuesday</b>	0900-1100	St Giles	Review clinic	DCC	0.5
	1100-1300	St Giles	Joint clinic	DCC	0.5
	1300-1400	St Giles	Patient admin	DCC	0.25
	1400-1700	St Giles	Operating	DCC	0.75
	1700-1800	St Giles	Imaging	DCC	0.25
<b>Wednesday</b>	0900-1300	St Elsewhere	Operating	Private	
	1330-1730	Variable	Patient admin	DCC	1
<b>Thursday</b>	0900-0930 1630-1700		Travel (StG to StJ and back)	DCC	0.25
	0930-1230	St Judes	Operating	DCC	0.75
	1230-1330	St Judes	Patient admin	DCC	0.25
	1330-1630	St Judes	NPs / Reviews	DCC	0.75
<b>Friday</b>	0800-0900	St Giles	Planning	DCC	0.25
	0900-1100	St Giles	Teaching	SPA	0.5
	1100-1300	St Giles	Operating	DCC	0.5
	1330-1530	Variable	Audit	SPA	0.5
	1530-1730	Variable	Clinical research/teaching prep	SPA	0.5
<b>Saturday</b>					
	9am-1pm	St Elsewhere	Operating	Private	
<b>Sunday</b>					
<b>Additional agreed activity to be worked flexibly</b>	Variable		Clinical governance, management meetings, regional/national duties, teaching prep CPD	SPA/Other duties	1
				SPA	0.5
<b>Predictable emergency on-call work</b>				DCC	

<b>Unpredictable emergency on-call work</b>					
<b>TOTAL PAs</b>				<b>11</b>	
<b>Programmed activity</b>				<b>Number</b>	
<b>Direct clinical care (including unpredictable on-call)</b>				<b>8</b>	
<b>Supporting professional activities</b>				<b>3</b>	
<b>Other NHS responsibilities</b>					
<b>External duties</b>					
<b>TOTAL PROGRAMMED ACTIVITIES</b>				<b>11</b>	

#### Notes

- (a) There are four time blocks set out for each day. Not all blocks need to be filled in. It is feasible that consultants will have 1,2, 3 or even more PAs on any one day.
- (b) Under 'additional agreed activity' the consultant might agree, for example, with the employer that they will undertake a certain proportion of regular patient administration equating to x PAs, at an unspecified time and location during the week. This section might also be used to set out the number of PAs for any unpredictable external duties.
- (c) Predictable on-call work: where this work follows a regular pattern each week, consultants should identify within the weekly schedule when and where this takes place. Where such work does not follow a regular pattern, for example due to the variability of the on-call rota, consultants should assess an average level of activity per week and identify it in the predictable activity box at the bottom of the form.
- (d) The location and timing of unpredictable emergency work cannot be completed, therefore only the categorisation and number of PAs should be completed.
- (e) Location can be the principal place of work or any other agreed location e.g. the consultant's home for some duties.
- (f) In the 'work' column, a description of the duty should be completed, e.g. outpatient clinic, ward round, operating list.
- (g) The 'categorisation' column should define whether the work is direct clinical care, supporting professional activity, additional NHS responsibility or external duty.
- (h) The number of PAs should specify the number of PAs allocated to the duty. This can be a full PA or broken down into smaller units. If the work is in premium time after 1 April 2004, 3 hours of work is one programmed activity.
- (i) *Regular* private practice commitments should be identified broadly in terms of timing, location and type of work.
- (j) In addition to regular duties and commitments, the consultant might have certain ad-hoc responsibilities. These would normally but not exclusively fall into the 'additional NHS responsibilities' or 'external duties' categories of work, for example member of an Advisory Appointments Committee or work for a Royal College. Such duties could be scheduled or agreement could be reached to deal with such work flexibly (see section 5 below).

## 2. On-call availability supplement

Agreed on-call rota e.g. 1 in 5:	As appropriate
Agreed category (delete):	A / B
On-call supplement e.g. 5%:	As appropriate

## 3. Objectives

<b>Objectives and how they will be met</b>
<ol style="list-style-type: none"> <li>1. Provide a high quality diagnostic and second opinion service.</li> <li>2. Liaise with other specialists to provide a high quality treatment service for complex high need cases that require an interdisciplinary approach.</li> <li>3. Continue to provide and develop a teaching centre for SpRs / general dentists in primary care. It has been agreed that extra accommodation / facilities will be required for the trainees, plus increased nursing, clerical and secretarial support.</li> </ol>

## 4. Supporting resources

<b>Facilities and resources required for delivery of duties and objectives</b>	
<b>1. Staffing support</b>	<b>Adequate secretarial support to provide reasonable turn round of letters providing advice / second opinions etc</b>
<b>2. Accommodation</b>	<b>Sufficient accommodation to be able to provide operating facilities for SpRs, clinical assistants</b>
<b>3. Equipment</b>	<b>Equipment which allows efficient operating and adequate cross infection control</b>
<b>4. Any other required resources</b>	<b>Adequate IT to allow efficient teaching and communication with patients to occur</b>

## 5. Additional NHS responsibilities and/or external duties

Specify how any responsibilities or duties not scheduled within the normal timetable will be dealt with

It is agreed that paid time off from regular commitments of up to 2 days per month will be permitted to sit on consultant advisory appointment committees, or other national duties eg Royal College examiner, member of COG committee, member of SAC etc. Every effort will be made to give due notice and these duties will simply replace the activity scheduled on the given day of absence. Requests for absence in excess of 2 days per month will be considered separately.

### Other agreements

Note: In addition to regular duties and commitments, the consultant might have certain ad-hoc responsibilities. These would normally but not exclusively fall into the 'additional NHS responsibilities' or 'external duties' categories of work, for example member of an Advisory Appointments Committee or work for a Royal College. Such duties could be scheduled or agreement could be reached to deal with such work flexibly. The method of dealing with such commitments should be set out in the box above.

## 6. Other comments or agreements

Detail any other specific agreements reached about how the job plan will operate. For example, with regard to category 2 fees, domiciliary consultations and location flexibility.

As set out in the job plan, it is agreed that clinical governance work, team management meetings and CPD will be scheduled flexibly with a combined total of 1.5 PAs. The Trust reserves the right for evidence that these commitments have been fulfilled.

## 7. Additional programmed activities

a. Are you undertaking private medical practice as defined in the terms of service?	<b>Yes / xxx</b>
b. If yes, are you already working an additional programmed activity above your main commitment?	<b>Yes / xxx</b>
c. If no, has the trust offered an additional programmed activity this year?	<b>Yes / No</b>
d. If yes, has this been taken up?	<b>Yes / No</b>
e. If no, have other acceptable arrangements been made (e.g. taken up by a colleague)?	<b>Yes / No</b>

If yes to (e) please describe:

.....  
 .....

**8. Signed off and agreed**

**Consultant name** .....

**Signed (consultant)** .....

**Date** .....

**Clinical manager** .....

**Signed (clinical manager)** .....

**Date** .....

### **Additional notes to assist COG members when completing the job plan:**

1. Under the European Working Time Directive (EWTD) employees are not meant to work for more than 6 hours without a 20 min break. If say 20 or 30 mins are taken for lunch, then it should be made clear that you are not available to do any NHS activity apart from dealing with clinical emergencies and may be off the premises. Alternatively, many of us are available for management meetings, give advice to trainees, take phone calls in relation to NHS work at the same time as eating a sandwich. Under these circumstances, lunch should be included within the working day. However, management cannot have it both ways i.e. expect consultants to be available for meetings or other NHS activity within unpaid lunch breaks.
2. Under the new contract the maximum part-time option is gone (for those that switch across) and therefore there is no travelling time into the base hospital. Travelling time can be claimed for travelling to peripheral centres from base and also the excess travelling time (i.e. travel time less time to base) when travelling from home to a peripheral centre. This comes out of the Direct Patient Care PAs.
3. Many consultants will work more than 11 PAs and some less. Some management has said they will not pay for more than 12 PAs, as this is the maximum under the EWTD. This is not true – they can pay more than 12 provided consultants opt out on an annual basis of the protection of the EWTD. This facility may not last much longer, as the EWTD is meant to be health and safety legislation for employees. Consultants can also work more than 12 PAs and still be compliant with the 48-hour weekly limit provided some of the PAs are undertaken in premium time and are only 3 hours long.
4. The EWTD does not apply to self-employment. You cannot therefore be told that if you offer 11 PAs to the Trust that means that you can only work 4 hours in private practice. In other words, if you want to kill yourself doing additional work in private practice that is up to you but you must turn up for work able to do the job you are paid for.
5. Do not agree to less than 2.5 PAs for supporting activities –for many in our specialty 3 PAs will be reasonable provided they can be justified on the job plan.
6. Remember all the administration related to patient care must now come out of the Direct Patient Care PAs. This includes planning for surgery, discussing joint management of cases with colleagues, reporting radiographs, as well as dictating letters etc.
7. For those with an on call commitment, there are specific arrangements for claiming for this depending upon rota activity and the likelihood of being recalled immediately to the Trust. There is also an arrangement within the terms and conditions of service of the new contract that allows colleagues in specialties where there is a low likelihood of recall to simply take the time back on an ad hoc basis. It is likely that this would apply to many in the

specialty.

8. Remember specific approval needs to be agreed for all off-site working of programmed activities. If it can be agreed that the location for some of the supporting PAs can be variable, then these could be done in the evening or at the weekend.
9. Care should be taken when choosing the incremental date. This will normally be 1<sup>st</sup> April 2003, but as seniority is reckoned in whole years it may be beneficial to agree a later incremental date (foregoing any additional remuneration in the intervening months) as this may mean that the next pay threshold more quickly (see the Ready Reckoner on the BMA website).
10. Remember, you are not obliged to undertake more than 10 PAs, unless you wish to do so, and some would suggest that you would be in a strong position to negotiate an enhanced rate for PAs in excess of 11. This will no doubt be a matter for local LNCs.
11. Although PAs in excess of 10 are not pensionable the draft new contract does say “Pensionable pay... and any other pay expressly agreed to be pensionable”. Colleagues may wish to bear this in mind when negotiating and certainly if previously they have been paying superannuation on additional remunerated sessions (e.g., managerial commitments).