

Policies, Procedures, Guidelines and Protocols

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1. Introduction

- 1.1 The Trust recognises the importance of job planning as a means of organising resources effectively and efficiently in a way which brings mutual benefits to the organisation, patients and doctors in the planning and delivery of high quality patient care.
- 1.2 This will be achieved through Job Planning as described within this policy.

2. Principles

- 2.1 This policy has been prepared jointly with the Joint Local Negotiating Committee (JLNC) and reflects a shared understanding of the key principles which should characterise a collaborative approach to the job planning process. Job planning should be
 - undertaken in a spirit of collaboration and cooperation
 - completed in good time
 - reflective of the professionalism of being a doctor
 - agreed taking account of the career development and aspirations of the doctor
 - focussed on maintaining high-quality care
 - transparent, fair and honest
 - agreed taking into account the individual doctor's area(s) of expertise
 - agreed with adequate provision for any activities mandated by regulating any other 3rd party e.g. Royal College, GMC
 - mutually agreed and not imposed
 - responsive to appraisal discussion
- 2.2 A job plan is a prospective, professional agreement that sets out the duties, responsibilities, accountabilities and objectives of the doctor and the support and resources provided by the employer for the coming year.
 - focused on delivering safe, responsive, efficient and high quality care
 - aligns the objectives of the NHS, the organisation, clinical teams and individuals
 - collaborative, forming part of a dynamic, patient-focused process which incorporates organisational, team and individual objectives

3. Responsibilities

- 3.1 The Medical Director has overall responsibility for ensuring that each doctor has a current and agreed job plan in place, and has personal responsibility for agreeing the job plan for the Associate Clinical Directors. The Medical Director will also ensure that any disagreements are resolved through the mediation and appeals process.
- 3.2 Service Managers [who manage medical staff] have responsibility for ensuring that each doctor within their division has a current and agreed job plan in place, with the medical director they have responsibility for agreeing the job plan for the Clinical Leads.
- 3.3 They must also ensure that a copy of agreed job plan is kept in personal file for future reference.
- 3.4 The Head of Human Resources will support the Medical Director in ensuring the annual cycle of job planning reviews are undertaken, and disagreements are resolved through the mediation and appeals process. The Medical Directors Job Plan will be the responsibility of the Chief Executive.

4. Annual Job Planning

- 4.1 Job planning should take place annually. For new employees a job plan should be agreed within 3 months of commencement and then reviewed annually, or earlier if required to mutually agree objectives of the doctor and the organisation.

Defining the Job Plan

- 4.2 The job plan outlines the agreed shared responsibility of the Doctors and the Trust to work closely together to provide the best possible care within the resources available to them. The job plan consist of two parts, as follows::

Part 1 - A timetable of activities, including

- a summary of the total number of PAs of each type in the timetable
- details and timetabling of all activities which are not completed at a set location or time e.g unpredictable activity
- confirmation of normal workbase
- on-call arrangements i.e. supplement category and rota
- any arrangements for acting up/down
- a list of supporting resources necessary to achieve objectives
- a description of additional responsibilities to the wider NHS and profession (including external duties)
- any arrangements for additional PAs
- any details of regular private work
- any agreed arrangements for carrying out regular fee-paying services
- any special agreements or arrangements regarding the operation/interpretation of the job plan
- accountability arrangements
- any agreed annualised activity

Part 2 - Personal Objectives

- Including personal objectives and the relationship of these to local service based objectives (including teams) and how this will contribute to the Trusts wider objectives
- Any team objectives if agreed are formulated into an individual's job plan.

The basic Timetable and Programmed Activities

- 4.3 The full time commitment is for 10 programmed activities (PAs) of 4 hours each (3 hours in premium time). Additional programmed activities may be offered and may be used to reflect regular, additional duties or activities (whether scheduled or unscheduled) that cannot be contained within a standard 10 PA contract. These may be divided into any of the following categories as defined in the terms and conditions of service:

- direct clinical care (DCC)
- supporting professional activities (SPA)
- additional responsibilities
- external duties
- on-call

On-Call

- 4.4 The expected average amount of time that a consultant/SAS is likely to spend on unpredictable emergency work each week whilst on-call and directly associated with his or her on-call duties will be treated as counting towards the number of Direct Clinical Care Programmed Activities that the consultant is regarded as undertaking.
- 4.5 The negotiated Consultant Contract currently provides 2.5 SPAs in a 10 Programmed Activity (PA) contract . The consultant contract currently provides for a typical weekly split of 7.5 DCC programmed activities to 2.5 SPAs. A speciality doctor on a standard contract should include a minimum of 1 SPA. However the job planning process will develop a range of SPA activities for individuals linked to personal continuing professional development (CPD) requirements and the agreed needs of the team and the service.
- 4.6 There may therefore be a variation in the number of SPAs, and in the range of activity, within individual job plans.
- 4.7 There may be flexibility on timing and location of the SPA activity (to be agreed between the employer and the doctor). It should be clear that protected time set aside for SPA activity should only be spent on those elements identified within the job plan.

Agreeing Annual Objectives

- 4.8 The job plan should articulate the relationship between the organisation and the doctor and the desired impact on patient care. Objectives will set out a mutual understanding of what the doctor will be seeking to achieve over the year and how this will contribute to the objectives of the employing organisation.
- 4.9 Objectives will be set for most of the activities contained within the job plan. Objectives may be implicit i.e. in the agreed job schedule and agreed number of Programmed Activities or explicit, in a stated objective.
- 4.10 The agreement is based on the understanding that delivery of objectives may be affected by changes in circumstances or factors outside the doctor's control, which can be considered at a job plan review
- 4.11 In order to link an individual Doctors objectives to any team objectives this can be best achieved by an initial team meeting. However, express consent must be given by each team member if team job planning is to occur. In this situation the job planning discussion takes place on a team basis, but each team member individually agrees to their own schedule of commitments.
- 4.12 When setting objectives the SMART approach will be followed:
 - Specific
 - Measureable
 - Achievable and agreed
 - Realistic
 - Timed and tracked
- 4.13 Objectives will cover all aspects of a doctor's role, including clinical and supporting professional activities and personal development.
- 4.14 Link to appraisal: It is a requirement that at the doctor's annual appraisal there is evidence of an agreed job plan.

Criteria for Pay Thresholds

- 4.15 Doctors are required to meet the following criteria in order to receive a pay threshold:
- Made every reasonable effort to meet the time and service commitments in the job plan
 - Participated satisfactorily in the appraisal process as set out in the Trust policy and in accordance with the GMC's requirements
 - Participated in the annual job plan review and setting personal objectives
 - Met the personal objectives in the job plan, or where this is not achieved for reasons beyond the doctors control, made every reasonable effort to do so
 - Worked towards any changes identified in the last job plan review as being necessary to support achievement of the trusts objectives
- 4.16 Following the annual job plan review, the Service Manager will report the outcome to the Medical Director who in turn will notify the Chief Executive that the Job Plan has occurred.
- 4.17 What is agreed at the job planning meeting should be put in writing but it should not be put into effect until this has been reviewed and signed off by all parties. Once the job plan has been verbally agreed, both parties must complete formal sign off within a maximum of eight weeks.

Clinical Excellence Awards

- 4.18 Consultants are not eligible for an award if they have not participated in job planning and/or do not have an agreed job plan which has been signed off in the last twelve months.

Travel time

- 4.19 Travelling time to and from the usual place of work is not included within the job plan.
- 4.20 Travel between sites during the course of a day is included as working time, however this will be stipulated separately within the job plan.

Annualised and Term Time working

- 4.21 Annualisation and term time working are approaches to job planning in which a consultant contracts with their employer to undertake a particular number of PAs or activities on an annual, rather than a weekly, basis. Again, the Trust actively encourages the use of flexible working subject to the needs of the service, and increasingly, consultants and employers are finding that it is not easy or desirable to agree fixed weekly job plans.

Working Beyond the agreed Job Plan

- 4.22 It is both normal and to be expected for a doctors workload to vary from week to week or month to month.
- 4.23 Where there has been a significant and longer term change in workload, the doctor must raise this as soon as possible, but no longer than 3 months, with their Service Manager, who will determine the reasons for change and that they are
- consistent with Trust priorities,
 - consistent with team/departmental priorities
 - support activity and financial plans
- 4.24 The Service Manager must be satisfied that the change in workload is appropriate, and cannot be managed any other way i.e. through changes to working practices, before agreeing short or long term changes to the job plan with the doctor.
- 4.25 The Service Manager following any agreed change will complete the necessary paperwork to action the change and confirm this in writing to the individual.

- 4.26 Retrospective payments beyond 3 months for work over and above the agreed job plan will not be considered.

Additional Programmed Activities

- 4.27 The Trust may choose to offer additional programmed activities on top of the standard commitment.
- 4.28 Where the Doctor refuses the additional work, and they undertake remunerated clinical work that falls under the definition of Private professional Services, the Trust will defer the Doctors pay threshold in accordance with Schedule 6 of the Consultant Contract and schedule 7 of AS T&Cs.

Interim review

- 4.29 Either party may request an interim review where duties or needs have changed during the year or where there is a substantial risk of failure to meet an objective. An interim review should be raised with the Service Manager and will be subject to the paragraphs 4.23 – 4.27 above where applicable.

5. Mediation and Appeals

- 5.1 If there is disagreement about a job plan, the first step is mediation. Mediation is an informal process normally led by the Medical Director (unless he or she has already been involved in the disputed plan) for resolving disagreements.

Consultants

- 5.2 Where it has not been possible to agree a Job Plan, or a consultant disputes a decision that he or she has not met the required criteria for a pay threshold in respect of a given year, a mediation procedure and an appeal procedure are available.

Mediation

- 5.3 The consultant, or (in the case of a disputed Job Plan) the clinical manager, may refer the matter to the Medical Director, or to a designated other person if the Medical Director is one of the parties to the initial decision. Where a consultant is employed by more than one NHS organisation, a designated employer will take the lead (in the case of a disputed Job Plan, a lead employer should have already been identified). The purposes of the referral will be to reach agreement if at all possible. The process will be that:
- the consultant or clinical manager makes the referral in writing within two weeks of the disagreement arising;
 - the party making the referral will set out the nature of the disagreement and his or her position or view on the matter;
 - where the referral is made by the consultant, the clinical manager responsible for the Job Plan review, or (as the case may be) for making the recommendation as to whether the criteria for pay thresholds have been met, will set out the employing organisation's position or view on the matter;
 - where the referral is made by the clinical manager, the consultant will be invited to set out his or her position on the view or matter;
 - the Medical Director or appropriate other person will convene a meeting, normally within four weeks of receipt of the referral, with the consultant and the responsible clinical manager to discuss the disagreement and to hear their views;
 - if agreement is not reached at this meeting, then the Medical Director will decide the matter (in the case of a decision on the Job Plan) or make a recommendation to the Chief Executive (in the case of a decision on whether the criteria for a pay threshold have been

met) and inform the consultant and the responsible clinical manager of that decision or recommendation in writing;

- in the case of a decision on whether the criteria for a pay threshold have been met, the Chief Executive will inform the consultant, the Medical Director and the responsible clinical manager of his or her decision in writing;
- if the consultant is not satisfied with the outcome, he or she may lodge a formal appeal.

Formal appeal

- 5.4 A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process. A formal appeal will be heard by a panel under the procedure set out below.
- 5.5 An appeal shall be lodged in writing to the Chief Executive as soon as possible, and in any event within two weeks, after the outcome of the mediation process. The appeal should set out the points in dispute and the reasons for the appeal. The Chief Executive will, on receipt of a written appeal, convene an appeal panel to meet within four weeks.
- 5.6 The membership of the panel will be:
 - a chair nominated by the appellants employing organisation;
 - a second panel member nominated by the appellant consultant;
 - a third member chosen from a list of individuals approved by the Strategic Health Authority and the BMA and BDA. The Strategic Health Authority will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised by either the consultant or the employing organisation to the first representative from the list, one alternative representative will be allocated. The list of individuals will be regularly reviewed.
- 5.7 No member of the panel should have previously been involved in the dispute.
- 5.8 The parties to the dispute will submit their written statements of case to the appeal panel and to the other party one week before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. Management will present its case first explaining the position on the Job Plan, or the reasons for deciding that the criteria for a pay threshold have not been met.
- 5.9 The consultant may present his or her own case in person, or be assisted by a work colleague or trade union or professional organisation representative, but legal representatives acting in a professional capacity are not permitted.
- 5.10 Where the consultant, the employer or the panel requires it, the appeals panel may hear expert advice on matters specific to a speciality.
- 5.11 It is expected that the appeal hearing will last no more than one day.
- 5.12 The appeal panel will make a recommendation on the matter in dispute in writing to the Board of the employing organisation, normally within two weeks of the appeal having been heard and this will normally be accepted. The consultant should see a copy of the recommendation when it is sent to the Board. The Board will make the final decision and inform the parties in writing.
- 5.13 No disputed element of the Job Plan will be implemented until confirmed by the outcome of the appeals process. Any decision that affects the salary or pay of the consultant will have effect from the date on which the consultant referred the matter to mediation or from the time he or she would otherwise have received a change in salary, if earlier.
- 5.14 In the case of a job planning appeal from a Medical Director or Director of Public Health, mediation would take place via a suitable individual, for example, a Non-Executive Director.

SAS Doctors

- 5.15 If there is disagreement about a job plan, the next step is mediation. Mediation is an informal process, normally led by the medical director or their (medically qualified) nominee (unless he or she has already been involved in the disputed plan) for resolving disagreements. The mediator will first meet the doctor and the clinical manager separately; all three meet together subsequently. This will normally be within four weeks of referral.
- 5.16 As soon as there is formal disagreement, the SAS doctor should request mediation by writing to the medical director and consider copying the letter to the director of human resources and LNC chairman. This request must be made within two weeks of the failure to agree.
- 5.17 In preparation for the mediation meeting, the following should be considered by both sides:
- the nature of the disagreement
 - the reasons for their position
 - the evidence for their point of view
 - the consequences of alternative job plans
 - their ideas for changing the hours worked if the number of PAs is the cause of
 - the disagreement.
- 5.18 Evidence brought 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 SAS doctors in the same or different organisations
 - specialty/college 'best practice' advice
 - Care Quality Commission (CQC) or devolved nation equivalent visit information
 - NICE or devolved nation equivalent guidance.
- 5.19 The mediation meeting involves the mediator, the SAS doctor and the clinical manager. If agreement is reached, the job plan should be signed off within five working days. If mediation does not resolve the differences, a formal appeal should be lodged.
- 5.20 A formal appeal panel will be convened when it has not been possible to resolve the disagreement using the mediation process. An appeal is lodged according to Schedule 5 of the terms and conditions and should be lodged by the doctor, in writing, to the chief executive as soon as possible and in any event within ten working days of receipt by the doctor of the mediation decision. The panel will consider the dispute, taking into account the SAS doctor's and the management's views. The decision of the panel is binding on both the doctor and the employing organisation and will be provided no later than 15 working days from the date of the appeal hearing.

6. Monitoring

- 6.1 It is the responsibility of the Medical Director to ensure that all consultants have in place and are working to an agreed job plan, which is updated annually.
- 6.2 The Service Manager will notify the Medical Director if a signed agreement has not been returned within 3 months of the expiry of the previous job plan, who will take appropriate action to ensure agreement is reached.

7. References

- 6.3 Academy of Medical Royal Colleges (2010) Advice on Supporting Professional Activities in Consultant Job Planning. www.aomrc.ac.uk
- 6.4 BMA & NHS Employers (2011) A guide to consultant job planning.
- 6.5 BMA & NHS Employers (2012) A UK guide to job planning for specialty doctors & associate specialists
- 6.6 NHS Employers (2003) Terms & Conditions of service for consultants.
- 6.7 NHS Employers (2008) Terms & Conditions of service for specialty doctors in England.