



**Guidance on
THE 2003 (New) CONTRACT
AND JOB PLANNING
for Consultant Anaesthetists**

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Key Points

- **The new consultant contract is time based**
- **The new contract allows transparency and an ability to match work that you agree to do, to pay and to the resources you need to deliver the work**
- **The job plan should be based on a robust diary exercise**
- **It is vital that you have (at least) an annual job plan review and that you use your annual appraisal to feed into this**
- **You should not sign a contract without an agreed job plan**
- **Supporting resources should be agreed before agreeing a job plan**
- **This is a 10 PA contract. PAs over 10 are neither obligatory nor permanent**
- **Up to 10 PAs are pensionable**
- **A PA in normal working hours is 4 hours**
- **A PA outside normal working hours is 3 hours**
- **All activities related to direct clinical care should be identified**
- **If workload changes, ask for a job plan review**
- **There is specific provision for part time contracts**
- **Time spent on emergency work now includes travel time**
- **Seek professional advice if mediation or appeal proves necessary during job plan negotiations**

1. INTRODUCTION

The 2003 Consultant Contract

The AAGBI has in the past produced two glossies to advise members on the consultant contract.

This new document will give members a broad overview of the principles of the 2003 contract together with specific advice appropriate for consultant anaesthetists. The objective is to enable consultant anaesthetists and thus their patients, to adapt to and benefit from the 2003 contract. In view of the differences in contract between each of the UK nations we have aimed to cover the general principles and then to highlight specific differences.

The appended list of references and email links will allow members to access more complex and detailed information on various topics from other sources. This document will also be available on the AAGBI website in a more detailed form which will be updated as necessary to provide members with an ongoing and up to date source of reference.

The majority of consultants in England and Scotland have now transferred to the 2003 contract. All consultants appointed from now will have contracts on this basis. The contract identifies what consultants have agreed to do and the payment for those agreed activities. Although this is a national contract there are aspects that need local interpretation and several instances where a 'departmental' approach will be of benefit. For the first time, objectives for consultants and, importantly, the supporting resources necessary to deliver these objectives, are identified within the contract. A recent BMA survey suggests that many consultants who have signed up to the new contract do not yet have job plans. A thorough understanding of the new contract and the job planning process is thus important for all consultants to ensure a proper work-life balance.

The Old (Pre-2003) Contract

Some consultant anaesthetists have chosen to remain on the pre-2003 contract, at least for the present. For these consultants the previous glossy, published by the Association in 1997, is still relevant. In addition they may wish to read the BMA publication entitled “Controlling workload, maximising rewards – guidance for consultants May 2003.”

Professional Advice on Your Contract

The AAGBI advises that you maintain membership of a trade union. The Association maintains close relations with the British Medical Association through a liaison committee that meets regularly. The BMA publishes comprehensive advice on the 2003 and pre-2003 consultant contracts, with detailed job planning guides and answers to ‘frequently asked questions’. Some of this information is available to all, some is restricted to members.

The Hospital Consultants and Specialists Association has an FAQ page on the 2003 contract. The Consultant Contract Implementation Team (CCIT) at the Department of Health also has a website.

These pages are well worth visiting even though many are not agreed with the profession.

It is important to balance the professional organisation’s views on contentious areas with those of the CCIT, since employers may have a natural sympathy with CCIT views. These views will be conflicting in some areas. Where this bears on your own job you should seek personal professional advice.

2. THE CONSULTANT CONTRACT

What is the contract?

A contract is a set of statements governing the agreement between you and your employer: what work you agree to perform, what facilities your employer agrees to make available for you to do this work, and what your employer agrees to reward you with for your work. It must be both fair and compatible with the law.

The consultant contract is not a single document. It has several components:

- The Statement of particulars (called the contract)
- The terms and conditions of service
- The job plan

The Contract (Statement of Particulars)

This is usually a document which states your job title, your employing organisation and further details and ends with a place where you and your employer sign. It is negotiated nationally and should not be varied locally, except where your own particular circumstances have been inserted. Details of the contract for individual countries can be found on the website.

The Terms and Conditions of Service

This is a set of rules describing how the contract operates in more detail. The rules are congruent with the statement of particulars. Employers do not usually circulate these unless on request; you can find them on the web. They are negotiated nationally, and should not be varied locally except where a collective agreement has been reached with the Local Negotiating Committee for medical and dental staff in your trust. Examples of such agreements might be to vary the

provisions on additional programmed activities in the case of significant private practice, to confirm arrangements for fee paying services¹ or to agree appropriate places for supporting professional activities.

The Job Plan

This is your personal and detailed agreement about your work. The job plan is congruent with the terms and conditions of service. It will describe the purpose of your job, your work timetable, your objectives and the supporting resources which should be allocated to help you achieve them. It should include any other personal agreements about the way you work.

UNDERLYING PRINCIPLES OF THE CONTRACT

The contract is a professional contract that is, for the first time, clearly time based. This does not mean it promotes a strict “clock-watching” mentality, but it does give consultants a clear ability to resist escalations in working hours and to be properly rewarded for work they agree to do.

Each programmed activity (PA) taken between 7am and 7pm Monday to Friday, excluding bank holidays, is a period of 4 hours. Outside this time, one PA is 3 hours long. The whole-time contract is for ten PAs; consultants may agree to work fewer than ten (part-time) or more than ten (extra PAs).

¹Previously referred to as “category 2 work” Fee Paying Services are services that are not part of Contractual or Consequential Services and not reasonably incidental to them, eg coroners work or attendance as coroners witness. Examples are now listed in schedule 10 of the English contract

3. PRACTICAL APPLICATION OF JOB PLANNING PRINCIPLES

The 2003 contract is time based; the job plan should therefore be supported by a robust work diary.

Working time is divided into four components:

- 1. Direct Clinical Care (DCC)**
- 2. Supporting Professional activities (SPA)**
- 3. Additional NHS responsibilities**
- 4. External duties**

The standard full time job plan comprises 10 programmed activities, generally 7.5 (30 Hours) for direct clinical care and 2.5 (10 Hours) for supporting professional activities. Extra (sometimes described as additional) programmed activities may be agreed for direct clinical care, but these do not form part of the standard contract and above a total of 10 PAs are not superannuable. Many areas of the country have a ceiling on the number of extra PAs which can be paid. In the event of this happening, consultants should not agree job plans which they know will involve working in excess of work paid for.

4. DIRECT CLINICAL CARE (DCC)

Many consultant anaesthetists have a working week based on the number of operating lists or other commitments for which they agree to provide anaesthesia services. When the preoperative and postoperative work for each list is taken into account, along with the 2.5 SPAs, many departments have found that an informal tariff is arrived at for operating lists. This is 12 PAs for seven lists, 11 PAs for six lists and 10 PAs for five lists. (This tariff may be affected by any PAs agreed for additional NHS responsibilities or external duties).

Examples of DCC:

- **Emergency duties:** including emergency work carried out during or arising from on-call
- **Operating sessions:** including pre-and post-operative care
- **Ward rounds**
- **Outpatient clinics**
- **Clinical diagnostic work**
- **Other patient treatment, e.g. Intensive care work**
- **Public health duties**
- **Multi-disciplinary meetings** about direct patient care
- **Administration** related to patient care (e.g. referrals, notes, dictation, correspondence)
- **Travel:** to and from home for on-call work; between sites for elective work

In the new contract, for the first time, **travel time** can be counted when calculating on call emergency time. The total emergency episode time

should be calculated as the time from the first telephone call relating to the episode to arriving home after the event.

Travel time between hospitals within the trust during the course of the working day, both for DCC and SPA, can also be counted.

Other examples of DCC

- Starting work earlier
- Regular involvement in planning surgical lists, scheduling order of patients, timing, prior planning of high-risk patients, managing overbooked lists
- Role of senior anaesthetist on-site as 'floor-manager' e.g. allocating patients to under booked lists; maximising efficiency of available staff
- Managing equipment and drugs in the local theatre environment e.g. maintenance, supply, reporting, compliance with standards
- Pre-operative assessment of patients by special request
- Morbidity/mortality meetings
- Handling complaints

5. SUPPORTING PROFESSIONAL ACTIVITY (SPA)

In the English and Scottish contracts, the time allowed for this should average 10 hours a week (2.5 PAs). All anaesthetists should fulfil this. In unusual circumstances a consultant may wish to contract for fewer than 2.5 SPAs - but beware of the effect on appraisal and revalidation and on quality of care given to patients.

Examples of SPA

- **Training** (e.g. of trainees, medical students)
- **Continuing professional development** (i.e. all regular activity such as reading journals, attending regular professional or academic meetings etc.)
- **Formal teaching** (e.g. giving lectures, seminars)
- **Audit**
- **Job planning**
- **Appraisal**
- **Research**
- **Clinical management**
- **Local clinical governance activity**

This list is by no means exhaustive.

6. ADDITIONAL NHS RESPONSIBILITIES

Some consultants may have additional NHS responsibilities which cannot be absorbed into the time normally set aside for SPAs. These should be recognised in the job plan and remunerated accordingly. It may be appropriate for them to replace some of the DCC PAs

Examples:

- **Audit leads**
- **Clinical governance leads**
- **Other lead roles**
 - Risk management
 - Teaching or research lead.
 - Subspecialty leads
 - Project leads
- **Clinical management duties**
 - Clinical director
 - Medical director
 - Other official trust management roles
 - Rota manager
 - Lead clinician
 - Equipment officer

In many trusts, medical management positions are classified and remunerated separately to the consultant contract as a “responsibility payment”. These payments may in some circumstances be pensionable and advice should be sought as to whether this is beneficial or not for the individual concerned. This means that one would have a separate contract covering such work with a remuneration that might bear no relation to the consultant salary. This almost always applies to medical directors and sometimes to clinical director and some other posts.

Whichever type of contract a medical manager has, it is important to make sure that the duties of the medical manager, the supporting facilities and the remuneration for those duties are clearly specified.

7. EXTERNAL DUTIES

These activities are deemed to be for the greater good of the NHS. The DoH recognises their value and has given implicit support for such activities.

“It remains, however, the policy of the Department of Health to encourage NHS organisations to release consultants for work that is necessary for the broader benefit of the NHS.”

CCIT update 14 January 2004

(http://www.modern.nhs.uk/scripts/default.asp?site_id=51&id=20252)

Examples:

- **Acting as an external member of an advisory appointments committee**
- **Work for other NHS bodies (eg Health Commission).**
- **College tutor**
- **Work for the General Medical Council or other national bodies (e.g.CHAI)**
- **NHS disciplinary procedures**
- **Regional advisor, deputy, programme director etc.**
- **Trades union activities (e.g. BMA)**
- **Royal College, Specialist Association (e.g. AAGBI), Specialist Society (e.g. British Pain Society) work**
- **University roles**

If these activities are regular then allowance should be made for them within the Job Plan. Less regular activities may be better handled using paid special leave (TCS schedule 18), which simply replaces one's duties for the day in question.

Consultants should discuss their needs and the employer's usual way of handling them as soon as possible. Consultant anaesthetists may be in a position to agree flexible elements to their workload so that their absence from the workplace is easier to cover.

8. ON-CALL

This is divided into two components

Time working

Time spent in hospital or travelling to/from emergencies should be noted in job planning diaries. The average amount of time taken should then be allocated to PAs. This can be as:

Predictable emergencies: e.g. weekend/late evening ICU ward rounds, on-call clearing trauma/emergencies. There is no threshold on the number of PAs in this area. These PAs should take first call on the 7.5 PAs of DCC.

Unpredictable emergencies: being called back in. Unpredictable emergency work is subject to a threshold of one PA per week until 1 April 2005 and then a threshold of two PAs per week. This is not a limit. It means that if the work in this category exceeds the threshold, then the employer has the right to seek to change working conditions so that the work does not exceed the threshold. However, if changes are not made with agreement, and the work continues, then the employer must recognise it in the job plan and pay for it as appropriate.

On call-supplement

This recognises the disruption to life of on call by way of a supplement to basic salary. This is based solely on the number of consultants on the on call rota and the characteristic nature of the response when on call.

■ **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. Most consultant anaesthetists will fall into

category A due to the nature of anaesthetic on-call work.

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

Prospective cover:

This does NOT affect the on-call banding supplement

The effect of this should be worked in via job plan diaries over a prolonged period or, more simply by a simple calculation of the effect of consultant leave:

Multiply the average number of PAs per year for weekdays by 124.29% (261/210) and weekend PAs by 118.18% (52/44).

Where unusually a consultant is asked to be resident at the hospital or other place of work during his or her on-call period, appropriate arrangements may be agreed locally. A consultant will only be resident during an on-call period by mutual agreement.

The AAGBI would advocate a substantial premium on the current PA rate to recompense for the onerous nature of resident on-call. There are also significant implications for accommodation and subsequent elective work.

9. LEAVE

Annual Leave

Consultants are entitled to annual leave as follows:

Up to seven years' service and in Scotland: Six weeks

Seven Years or more (England only): 1 April 05 onward - Six weeks + 2 days.

Annual leave may be carried over subject to section 1 paragraph 10-14 of the General Council Conditions of Service.

Consultants must seek formal permission to take leave. Up to two days' leave may be taken with notification but without formal permission. All trusts will have an agreed leave policy which should be referred to.

Sickness during annual leave

If a consultant falls sick during annual leave and produces a statement to that effect he or she will be regarded as having been on sick leave from the date of the statement. Self certificates can cover up to seven days' sickness.

Public Holidays

A consultant is entitled to ten days' public holidays or days in lieu thereof. (Ref: section 2 of General Council Terms of Service) proposed amendment to this will reduce this number to eight, but will add two days to the annual leave entitlement. A consultant who, in the course of his or her duty was required to be present in the hospital or place of work between the hours of midnight and 9 am on a public or statutory holiday should receive a day off in lieu.

Professional and Study Leave

This includes:

Study, usually but not exclusively or necessarily on a course or programme.

Research

Teaching

Examining and taking examinations

Visiting and attending professional conferences

Approved postgraduate purposes

The recommended standard for consultants is leave with pay and expenses within a maximum of thirty days (including off duty days falling within the period) in any three year period. Leave will normally be granted to the maximum extent.

Any grant of leave is subject to the need to maintain NHS services.

Where a consultant is employed by more than one NHS organisation, leave must be approved by all these organisations.

During study leave with pay the consultant **should not undertake any remunerative work** without the special permission of the leave granting authority.

Unlike supporting activity, study leave facilitates absence for several days or even weeks at a stretch, where necessary. Therefore, study leave is a means of achieving professional activity goals in *addition to* (not in place of) supporting activity time.

Special Leave With Or Without Pay

The provisions of Section 3 of the Terms and Conditions of Service will still apply. This leave is granted without formal restriction and some consultants find it useful in working for medical Royal Colleges or professional Associations.

Sabbaticals

A consultant may apply for sabbatical leave according to existing arrangements. Proposals for sabbatical leave should be made before annual appraisal and considered in the annual job plan review.

There has been suggestion that new plans for sabbaticals may be proposed in 2005/6.

Members should check arrangements in individual nations.

Sick Leave

A consultant is entitled to sick leave with pay where they are absent from work due to illness, injury or other disability.

Entitlement relates to their duration of NHS service. This may be extended at the employer's discretion.

Maternity Leave, Domestic, Personal And Care Relief

Consultants' rights are set out in section 3 and 6 of the General Council Term of Service. (sections 6& 7 Scotland).

10. PAY

The pay rates are well covered in the advice and documents available from the BMA and the CCIT

Seniority (Schedules 13 and 14)

You should consider whether you can claim extra seniority for previous service as an NHS consultant, experience at consultant level outside the NHS consultant system whether home or abroad, or to make allowance for training lengthened by flexible training or the need for dual qualifications.

Threshold progress (Schedule 15)

Progress through pay thresholds is not automatic, although the norm is for a consultant to progress as expected and the burden of proof is on the employer if they wish to defer advancement, should certain conditions have not been met. These conditions are closely associated with the job plan and agreed supporting resources.

Consultants should remain aware of the year of their pay threshold, since they will be at irregular intervals, particularly in the transitional period.

PENSIONS (Schedule 17)

The pension scheme is currently under review both within the NHS and more widely. The present pension arrangements are unchanged in principle from the pre-2003 contract, and although you should take advice on your individual pension arrangements, the NHS Pension Scheme benefits are currently difficult to match in a private scheme.

Further advice is available from the SPPA in Scotland, the NHS Pensions agency in England and the BMA.

11. CEA'S

The Clinical Excellence Awards Scheme was agreed as a non-negotiated appendage to the 2003 contract in England. The BMA is aware of its problems and is pushing, with NHS confederation/Employers Organisation support for a review of the arrangements in 2005/6.

The scheme is designed to award excellence and not just hard work. Hours worked should be rewarded through PAs. Excellence is assessed using a standard form covering 4 domains:

1. Delivering a high quality service
2. Developing a high quality service
3. Managing a high quality service
4. a: research
b: teaching and training

There are two elements:

Local awards: 1-9. Each trust must make, at least, 0.35 wards per eligible consultant available for consultants each year. In theory each consultant should gain an award every 3 years.

National awards: 9 (Bronze) (equivalent to local 9), 10 (Silver), 11 (Gold) and 12 (Platinum).

All consultants, from the first anniversary of their appointment as a consultant are eligible to apply. All applications must be electronic using the forms downloadable from the ACCEA web site, where full details of the process to be followed are provided.

Further details of example procedures can be found on the BMA web site

Any consultant who feels that the process is not fair or transparent is able to appeal, locally or nationally as appropriate, on the process

used, but not on failure to award. Trusts bypassing the transparent process or misusing the scheme should be reported to the ACCEA and BMA.

DISCRETIONARY POINTS AND DISTINCTION AWARDS – SCOTLAND

At the time of writing, the merit award system in Scotland is under review and is likely to change within the next few years. The current system has up to 8 discretionary points awarded at Trust level, and B, A, and A+ awards at national level (identical to the previous system operating throughout the United Kingdom). A survey in 2002 of Scottish consultants and academics revealed widespread dissatisfaction with the current system. The most popular of the proposed options would see abolition of the B award, with the funding redistributed to allow up to 10 discretionary points. This has not yet been agreed and discussions continue. The principal of no detriment to current award holders has been agreed.

The criteria for receiving an award are unchanged, and as elsewhere within the United Kingdom, anaesthetists are under-represented at all levels of award.

WALES

Clinical Excellence Awards

There is a commitment to Clinical Excellence Awards.

These will replace the discretionary points and distinction awards with a National scheme for England and Wales.

Commitment Awards

These will be available to all Consultants once they have reached the top of the incremental scale, who have demonstrated commitment to the service by satisfactory job plan review and appraisal.

12. APPRAISAL AND CONTINUING MEDICAL EDUCATION

Since 2001, the NHS and GMC have required that doctors undergo yearly appraisal. In the future satisfactory appraisal is expected to be a contributory basis to revalidation, without which we will be unable to practice. Within the appraisal process all aspects of medical practice and performance are examined. Individuals are required to keep and maintain up to date records in these areas. Time spent in this exercise is classified as Supporting Activity.

While the new contract document says nothing *specific* about Continuing Medical Education, there is implicit reference in that it provides for study and professional leave and requires that doctors be registered with the GMC.

At present educational activities are given a value in CME Points. Although some of these points will be acquired as a result of courses requiring study leave other will be acquired as a result of supporting activities. These points should be recorded in the appraisal document.

13. WORK DIARIES

Keeping a diary will help you get the best out of your job plan.

A diary does not have to be kept permanently - the important point is for it to be representative. This is usually interpreted as covering the same number of weeks as the relevant on call rota.

The diary should be kept according to the templates agreed between the CCIT and the BMA. Sample Word documents are available on the CCIT and BMA websites.

14. PART TIME WORKING

It has been expressly stated that the implementation of the new contract should provide the necessary flexibility for those consultants who wish to work part time.

Transitional Arrangements

Existing part timers can choose whether to take up the new contract based on the hours they worked under the old contract or by exchanging the number of notional half days (31/2 hrs) they previously worked for an equal number of programmed activities(4hrs).

They will, like full timers, need to assess the hours they undertake by a diary exercise, but any rise in workload will only be by agreement, and with the award of extra PA's.

Pay protection

There will be no financial detriment to consultants who transfer to the new contract.

Basis of the contract

Trusts can offer part time contracts of between one and nine PA's.

For appointments after 1st Jan 2004, where the request to work part time is in order to undertake private practice the contract should normally not be for more than 6PA's in total. For existing consultants this restriction does not apply. Where a consultant wishes to work part time mainly for reasons other than private practice but still wishes to undertake some private work, they can be appointed to a contract of more than 6 PA's.

Flexible Career Scheme

Flexible contracts are available via NHS professionals for consultants wishing to work up to 50% of a full time contract. Up to 50% funding support is available, initially, for such appointments. These contracts are subject to the same terms as other part timers.

The Working Week

Although the division of PA's between DCC and SPA's will be seen broadly as pro rata it is recognised that part timers will need to devote proportionally more of their time to SPA's as they will need to participate to the same extent in CPD. The principle is that they must be able to undertake all the teaching, audit, and clinical governance activities required by the employer within the time allowed for SPA's. DCC activities, as with full timers should not encroach on SPA time except in emergency situations.

Illustration:

Total PA's	DCC	SPA
8	5.5	2.5
6	4	2

Apart from their programmed activities a part time consultant should have no NHS commitment during the working week. Variations in the balance of activities will be the subject of agreement between the consultant and their employer. Consultants working part time will not be expected to carry the same workload as full time consultants.

Out of Hours Work

If a part timer participates in an on call rota they should receive the same supplement as a full timer on that rota. If they are on call, on a day that they do not normally work, time off in lieu or additional payment will be agreed.

Pay Progression

Some flexible trainees, because they spend longer in the training grades, may not be able to reach the top of the new consultant pay scale. They will, where necessary, have their progress through the thresholds adjusted so that they will reach the threshold they would have attained if they had trained on a full time basis. (extension of training by 2y = 2y seniority on appointment as a consultant).

Extra PA's and Spare professional capacity

Part timers wishing to undertake remunerated clinical work in their non-NHS time would be expected to offer up to one extra (paid) PA on top of their normal working week. All PA's up to 10 are pensionable.

Flexibility and Annualisation

The contract allows for both flexibility and annualisation of the consultant's PAs. Employers have a duty to make reasonable attempts to accommodate this. The employee has a right to return to a regular pattern of work.

Flexibility might include doing routine work outside normal hours. Annualisation would allow employees to vary their weekly commitment, for example, during school holidays, making the time up in term time.

15. JOB PLAN REVIEW

Job planning is a dynamic process designed to match workload with clinical need. It is also your opportunity to improve your work/life balance as your needs and circumstances change.

It is a contractual obligation that you have an annual job plan review with your clinical manager. If your duties and responsibilities have changed significantly within the year you can make the case for an interim review.

In preparing for these you should have a clear idea whether the existing plan accurately reflects the work you do. A workload diary is vital for this. You will also need information regarding Supporting Professional Activities undertaken as well as thoughts about future objectives, supporting resources and ways to develop both your service and your career. Information arising from your appraisal may help to inform this, should you wish; however the two processes are separate, having different methods and goals.

If a revised job plan is agreed you should confirm the arrangements and timescale for implementation with your medical manager.

Appeals

The job planning process should be in partnership with your manager, to seek mutual agreement. Should this not be possible then you have recourse to a process of mediation followed if necessary by formal appeal. Each Trust should have agreements with the LNC regarding the mediation and appeals process. When appeals panels are being constituted consultants may wish to nominate suitable lay members via their LNC.

Any consultant planning to go to mediation or appeal is advised to take advice from the LNC or the BMA beforehand.

A request for mediation must be made to the Medical Director within two weeks of failing to agree a job plan.

If mediation does not resolve your differences, you should lodge a formal appeal.

16. PRIVATE PRACTICE

A principle of the contract is that there should be no detriment to the NHS from any private practice.

The job plan should include references to any regular private work you do. *Regular* private commitments should be recorded with details of location, timing and the general type of work you will be doing. Provision of services for private patients should not prejudice the interests of NHS patients. Private commitments should not be scheduled during times when you are scheduled to be working in the NHS. Private commitments should not prevent you from being able to attend an NHS emergency while you are on call for the NHS.

The flexibility within the contract allows for private work to be done in your own time - on leave (not study leave) or when not otherwise scheduled to the NHS, by time shifting and where it causes minimal disruption to your NHS duties. There is no specific limit on the amount of private practice that can be undertaken as long as the above principles and the agreed job plan are adhered to.

Your trust has no right to ask for financial details of your private practice.

Fee paying services (Previously know as category 2)

Fee Paying Services are services that are not part of Contractual or Consequential Services and not reasonably incidental to them. Fee Paying, schedule 10 refers to a list of this type of work.

In Scotland Fee paying services are subject to local agreement.

There is a basic principle within the contract that consultants should not be paid twice for the same work and that any extra-contractual work should not conflict with and should only cause minimal disruption to NHS duties. You and your trust can agree for category 2 and fee paying work to continue if it causes minimal disruption to the

NHS work *or* you do it in your own time (either out of hours or by time shifting.) It is essential that consultants ensure that there is no conflict between such work and their NHS work. Your LNC may have come to an agreement with your trust regarding this work.

Family planning fees: In general the BMA suggests that family planning fees should normally be dealt with under the provisions of minimal disruption or time shifting. In general most anaesthetists will be able to fill their agreed PAs without resorting to agreeing time spent in family planning work as part of their PAs. This will thus allow the fee to be claimed.

17. ACADEMIC AND HONORARY CONTRACTS

Much of what is written above applies directly to the NHS work of anaesthetists working in academic medicine but there are major differences to take into account the needs of academic employment, such as University and Research Council needs. For clinical academic staff, the new contract documentation comprises:

1. An honorary NHS contract, which applies many of the above principles to the clinical academic contract
2. Suggested clauses for insertion into the substantive academic contract, which incorporate the new NHS consultant rates of pay into the university/academic contract;
3. Joint guidance (agreed by the university employers, department of health and the BMA), which explains in more detail the inter-relationship of the two contracts.
4. A schedule in the NHS Terms and Conditions of Service which specifically outlines which of the NHS TCS apply to clinical academic employment.

As an alternative to the above, clinical academics may choose to contract on an “A+B” basis, where a substantive part-time contract is held with the NHS, and a further substantive part-time contract is held with the academic employer, which together are regarded as a whole. The clinical academic job plan should be discussed and agreed by the two employers and the individual concerned, according to follett’s principles (ref), where the onus is on the employers to resolve any conflicting demands on the academic’s time.

NHS PA's

NHS academics will usually have a ratio of Direct Clinical Care to Supporting Professional Activities of 3:1. External duties and additional NHS responsibilities may be especially important to many clinical academics where they do work for the wider benefit of the NHS. NHS based teaching and research should also be recognised in the NHS component of the job plan.

University PA'S

There is no prescribed content. This should be based on work diaries and job requirements. There should be an agreed allocation of PA's to university teaching, research and other activities.

The mediation and appeals process allows for additional panel membership to represent the interests of both employers in addition to those of the employee.

The BMA has produced advice on the clinical/academic integrated job plan. The Department of Health and CCIT have also produced guidance.

APPENDIX 1

The 2003 Contract in Scotland

The Scottish contract is broadly similar to that in England. The transitional arrangements with regard to seniority and back pay were significantly different for those who transferred immediately, but now the contract has been introduced, the differences tend to be in minor areas, unlike the Welsh contract.

Salary scales – the basic salary scales published in 2003 are similar in Scotland and England, although not identical. The pay progression timescale is the same.

Programmed Activities (Scotland) – programmed activities are the same length, both at standard and premium times. However the times considered to be premium are slightly different, being 7pm - 7am in England and 8pm - 8am in Scotland. In Scotland, non-emergency work can be programmed (with agreement) on Saturday mornings (9am-1pm) although work at this time would be premium rate. Non-emergency work may not be programmed on Saturdays in England.

Waiting List Initiatives (Scotland) – in England rates of pay for waiting list initiative work are negotiated locally, as under the previous contract. In Scotland the rates are made explicit in the terms and conditions, and are 3 times the hourly rate at point 20 on the seniority scale (£507 at 2003-04 rates). Alternatively, by agreement, consultants can receive twice the rate plus time off in lieu, or the standard rate plus twice the time off in lieu.

Mediation And Appeals – the process is broadly similar in England and Scotland. The differences include a role for the Divisional Chief Executive in Scotland, and a slight difference in the appeal panel make up.

Clinical Excellence/Merit Awards – as stated elsewhere, there are currently significant differences, with Scotland retaining the previous UK format. However this is under review at the time of writing.

In Scotland a number of issues have been left to local agreement and may vary from place to place. These issues include whether prospective cover is included, how resident on call will be reimbursed, if undertaken, and provision of cover for forms of leave not otherwise specified. As some of these have a significant impact on workload, leaving them to local agreement is not ideal - particularly as the trend for amalgamating hospitals is likely to continue in the future. Anaesthetists should ensure that the Local Negotiating Committee is aware of their views and keeps them informed. Applicants for posts should establish what these agreements are for each post and not assume they are the same throughout Scotland.

APPENDIX 2

The 2003 Consultant contract in Wales

Main Amendments include:

- A basis 37.5 hour working week.
- Session duration of 3-4 hours.
- Typically 7 sessions of Direct Clinical Care.
- Provision that one session of Supporting Professional Activities may take place at home or in the evening allowing uncontracted free time during the day. The Assembly Government has recognised the work undertaken by consultants at home e.g. preparing for teaching, research and CME.
- No requirement to provide an extra session of time to the NHS in order to acquire the right to undertake private practice.
- Existing unrecognised additional sessions for routine work to be entirely voluntary with no requirement for compulsory weekend or evening work.
- A payment escalator for existing additional sessions.
- Extra sessions requested by the Trust to be voluntary and locally negotiated, i.e. a time and price acceptable to both you and the Trust.
- Payment at three times the sessional rate and a period of compensatory rest for consultants asked to be unexpectedly resident on-call.
- In the event of a job-planning dispute, an initial conciliation procedure followed, if necessary, by a balanced and fair appeals procedure that will be binding on the Trust and the consultant.

- A commitment award scheme to replace discretionary points, which will depend on achieving a satisfactory job plan. This is funded for 100% of consultants and will be achieved by nearly everyone.
- Early enhancement to basic salary, by increasing incremental points.
- Recognition of different patterns of work intensity, particularly later in a consultant's career.
- A sabbatical scheme.
- An intention by the NHS Trusts in Wales to improve working conditions for their consultant workforce.
- A good package for part timers and academics particularly with openness about individualised job planning.
- Flexibility and professionalism maintained as far as possible in the contract.

Job Planning (Wales)

This is an essential part of the process, it is mandatory, with annual review. It will confirm along with appraisal the Commitment Awards Scheme. The initial process will be subject to an external audit, conducted by the audit commission.

The Working Week (Wales)

- 10 sessions of 3-4 hours.
- Average 37.5 hours per week.
- Typically 7 Direct Clinical Care sessions.
- 3 Supporting Professional Activities sessions.
- Unrecognised additional work sessions.

- Planned additional work sessions.
- Waiting list initiative sessions.
- Additional NHS Responsibilities.
- on-call/Emergency work.

APPENDIX 3

Supporting Resources

In order to ensure delivery of the objectives identified within the job plan, the resources required to do so must simultaneously be identified. It is the responsibility of directorate or Trust management to ensure these are provided. This is an important new opportunity, and should be considered carefully before agreeing a job plan. If lack of resources prevents objectives agreed at appraisal being achieved, pay progression should not be denied.

These resources might include:

Staffing Support

Adequate staffing levels within department, to allow absence on CPD activities and other leave.

Resident trainee staff to cover on-call work.

Trained anaesthetic assistance, with adequate orientation for new or temporary staff

Specialist nursing support, e.g. in pain management, pre-assessment

Secretarial support

Technical and IT support

Managerial support

Audit support staff

Accommodation

Office accommodation as recommended in HBN 26. This suggests that normally one office should be provided for every WTE consultant. The office should be located in a site which is accessible during the normal working day.

Office space for supporting staff e.g. allied health professionals in pain service

Secretarial office(s)

Common room

Teaching space

Clinic space as required for pre-assessment, pain clinics or other out patient work

Availability of ITU/HDU

Appropriate space within all theatre areas for changing, rest and refreshment

24 hour staffed recovery room

Equipment

Up to date anaesthetic machines, monitors and other equipment, which comply with published standards and which are regularly serviced. A dedicated computer for each consultant with access to an appropriate range of programmes and email/internet connection. Software should be up to date.

Access to confidential telephone and fax facilities

Access to equipment allowing suitable delivery of teaching, eg projectors, flip charts, power-point projector.

Adequate secure storage space, both for paperwork and personal belongings

Secure locker space in theatre

A constant supply of all sizes of theatre clothing and footwear

Other

Funding for study leave

Timely access to a full range of supporting services such as laboratory services, radiology

Time allowed for administrative meetings within working hours (DCC)

Access to up to date library services

Car or bicycle parking, particularly out of hours, should provide for personal safety as well as protecting the vehicle.

APPENDIX 4

Specimen job plans

1. General job plan

Fixed Commitments

Monday	8.30 – 18.30	emergency theatre (2.5 PAs – DCC)
Tuesday	9.00 – 17.00	elective theatre (2 PAs – DCC)
Wednesday	9.00 – 17.00	elective theatre (extra PA's) (2 PAs – DCC)
Thursday	9.00 – 13.00 13.00 – 17.00	fixed SPA (1 PA – SPA) (alternate weeks) elective theatre (0.5 Pas – DCC)
Friday		No scheduled commitment

Flexible Commitments

Out of hours work – predictable Unpredictable	1 PA – DCC 0.5 PAs - DCC
Flexible SPA time	1.5PAs – SPA
Pre and post op care	1PA – DCC

Total PAs = 12

2. General and ICU (Wales)

Job Plan	3 SPAs (1/2 SPA taken outside the Trust)
10 PA's	2 PAs for Emergency & Weekend work
	5 PAs for Direct Clinical Care

	A.M	P.M
Monday	SPA	Uncontracted
Tuesday	Theatres	Theatres
Wednesday	SPA	Uncontracted
Thursday	Theatre Paeds SPA (ALT weeks)	ITU
Friday	Uncontracted	ITU (ALT Weeks)

Thursday p.m. and Friday a.m. are interchangeable

5. ICU and General plus External Duties

Job content. Non-ICU weeks (5/6)

Day	Time	Location	Work	Categorisation	PAs
Monday	7.30-19.00	General theatres	Anaesthesia Care	Direct Clinical	3.0
Tuesday	Variable	ICU	SPA	SPA	1
Wednesday	Variable	BMA	External duties	ED	2
Thursday	8.00-13.00	BIH	Private anaes		
Friday	7.30-12.30	Dentals	Anaesthesia	DCC	1.0
Additional agreed activity to be worked flexibly	Variable	Variable		SPA	2
Additional agreed activity to be worked flexibly	Variable	Variable	BMA duties, LNC, LIG	ED	As above
TOTAL PAs	DCC per anaes. Wk SPAs per week External duties				4.0 2.5 (av 2)

SPAs	
Training/teaching	0.25
Continuous Professional Development	0.5
Anaes study ½ day & dept meetings	0.3
Audit/Clinical Governance Job Planning/Appraisal Research	0.4
Clinical management (in addition to additional Pas	1
TOTAL SPAs	2.45
Additional	
External	2
Mean weekly ICU DCCs	4.75
Mean weekly anaesthesia DCCs	3.33
TOTAL PAs	12.53

Tuesday morning 1hr 1:6,
bedside teaching and
other lectures

Average 2hrs per week
for personal reading of
journals books etc

Anaes 14.00-19.00 once
a month and ICU 12.30-
14.00 once a month
(0.375 PA)

Flexible BMA, LNC,
Hospital at Night

Total PA's = 12.53

ICU Week

Day	Time	Location	Work	Categorisation	PAs
Monday to Sunday	8.00-18.00	ICU	Ward round and emergency care	Direct Clinical Care	2.5
Predictable emergency on-call work	Variable	ICU	Attendance after handover at 18.00	Direct Clinical Care	5 per 6 weeks (Non-weekend nights)
Predictable emergency on-call work	Variable	On-site, telephone travelling to and from site	Staying on or return to ICU	Direct clinical care	5 per 6 weeks
TOTAL PAs	Direct Clinical Care (ICU)	28.5			

3. Part Time (Flexible career scheme) Pain

DCC

Monday	No scheduled commitments
Tuesday	9-1 Theatre treatment session (1PA-DCC) 1-5 Out-patient clinic (1PA-DCC)
Wednesday	9-1 DCC Paperwork (agreed flexible in time and place) (1 PA-DCC) 1-5 every third week- pain multi disciplinary clinic (0.33 DCC)
Thursday	No scheduled commitments
Friday	No scheduled commitments

SPA

1.66 SPA's allowed for supporting activities including external duties- all flexible in time and place.

Total PA's = 5

APPENDIX 5

Web references

1. The Old Contract

www.bma.org.uk/ap.nsf/Content/Maximising

2. Professional advice on the contract

www.bma.org.uk/ap.nsf/Content/Maximising

www.hcsa.com/.

http://www.modern.nhs.uk/scripts/default.asp?site_id=51.

www.show.scot.nhs.uk/sehd/paymodernisation/ConsultantContract.htm

3. The Contract.

www.bma.org.uk/ap.nsf/Content/Hub2003contract;

www.bma.org.uk/ap.nsf/Content/Hub2003contract;

CCIT :

<http://www.modern.nhs.uk/search/>

4. Terms and conditions of service

www.nhsemployers.org/PayAndConditions/consultants_and_dental_consultants

5. External Duties

www.modern.nhs.uk/scripts/default.asp?site_id=51&id=20252

6. On-Call; Prospective cover

www.modern.nhs.uk/consultants/16263/oncall.PDF

7. CEA's

www.advisorybodies.doh.gov.uk/accea/index/htm

The welsh scheme

<http://howis.wales.nhs.uk/accea> intranet

<http://www.wales.nhs.uk/accea> internet

www.advisorybodies.doh.gov.uk/accea/forms.htm

www.bma.org.uk/ap.nsf/Content/ClinExcelAwardsAdviceLNCs

8. Part Time Working

www.dh.gov.uk/assetRoot/04/06/99/51/04069951.pdf

www.bma.org.uk/ap.nsf/Content/Hubconsultantcontractparttimeandflexibleworking

www.dti.gov.uk/er/workingparents.htm

www.dti.gov.uk/er/ptime.htm

9. Appeals

www.modern.nhs.uk/consultants/21468/mediation.PDF

www.modern.nhs.uk/consultants/appeals.pdf

10. Academic and Honorary Contracts; University PA's

www.bma.org.uk/ap.nsf/Content/MASC050204

www.dh.gov.uk/assetRoot/04/06/92/52/04069252.PDF

APPENDIX 6.

Implications Of The Working Time Directive

(this is currently under review with the European Commission)

The Working Time Regulations have applied to consultants' work since 1998. They are health and safety legislation, designed to protect you from being exploited by your employer.

In brief they set a limit of 48 hours work, on average, for an employee. This is averaged over a reference period, at present limited to 26 weeks. During the 48 hour week employees should be able to have 20mins break for every 6 hours, 11 hours every 24 and 48 hours every 14 days.

Consultants retain the right to "opt out" of the WTD but they cannot be forced to do so and any such opt out must not be signed at the time of agreeing the contract.

The current position on compensatory rest is under dispute and open to review by the European Commission.



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