Leeds Community Healthcare NHS Trust

Medical and Dental Job Planning Policy

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Executive summary

The purpose of this policy is to support job planning for medical and dental staff employed substantively at Leeds Community Healthcare NHS Trust.

This policy supersedes the previous ‘Job Planning Policy for Consultants, SAS Doctors, Salaried GPs and Salaried Dentists, Leeds Community Healthcare NHS Trust’; this policy will be underpinned by supporting guidance which will be available on the LCH intranet and on request from the Medical Education and Revalidation Team.

The policy adheres to the principle that all qualified medical and dental staff will undertake annual job planning in keeping with process agreed by the GMC, BMA, GDC, BDA and the Department of Health and will follow appropriate guidance and standards.

Equality Analysis

Leeds Community Healthcare NHS Trust's vision is to provide the best possible care to every community. In support of the vision, with due regard to the Equality Act 2010 General Duty aims, Equality Analysis has been undertaken on this policy and any outcomes have been considered in the development of this policy.

1. Introduction

1.1. This policy applies only to doctors and dentist employed by Leeds Community Healthcare NHS Trust. Doctors and dentists who are currently in training are covered by separate guidance and processes in conjunction with HEE and the local deanery.

1.2. All medical and dental staff need an annual job plan as per the national terms and conditions of their contract.

1.3. The following principles are developed with reference to the Terms and Conditions of the Consultant Contract (2003), Salaried GP Contract (2006), Salaried Dental Contract 2007 and SAS Contract (2008). This guidance will not be prejudicial to, or take precedence over, the agreed national terms and conditions of these contracts.

2. Job Planning guidance is available from NHS England and the British Medical Association. Links are available in the 'References' section.

3. Policy scope

3.1.This policy applies to all consultants, SAS doctors, salaried dentists and academics with honorary contracts employed/contracted by Leeds Community Healthcare NHS Trust (LCH). A locum employed/contracted by Leeds Community Healthcare NHS Trust will require a job plan that sets out the work they undertake.

4. Introduction

4.1. A job plan is a prospective agreement on the activities to be undertaken for a maximum of the next 12 months. To align with the business plans for services, the preference is for job plans to be undertaken between September and March in each financial year. If necessary agreement can be reached on the job plan to begin from April of the next financial year.

4.2. The Trust recognises that doctors/dentists will go through different phases during their career in the relative proportions of the activities within their job plan. For example many new practitioners may require greater time delivering direct clinical care (DCC) activities to develop their skills and experience, whilst the more experienced practitioners may commit more time to non-DCC activities such as education/training and the wider NHS.

5. Transparency

5.1. Job planning is an open process, agreed between the practitioner and their DMD, ML or delegated lead clinician. Once agreed, job plans will be available for other members of the clinical team to use to help plan the delivery of services and will be available, if appropriate, to other practitioners within the team. Job plans are public documents therefore if a member of the public requested a copy the Trust would be obliged to provide it. The individual would be consulted and involved in identifying elements considered to be of a sensitive personal nature to be

removed before this was released either to other practitioners or in response to the public request. Request will be addressed to the Business Unit DMD and monitored by the Responsible Officer Support team.

6. Responsibilities

6.1. Within the Job Planning process various roles and responsibilities have been identified.

6.2. **The Trust** has overall responsibility to:

- Ensure an effective job planning processes are in place and monitored
- Staff are aware of this Policy and adhere to its requirements;
- Provide a mechanism for appeal where a job plan cannot be agreed
- That appropriate staff are involved with the job planning process - Medical or Dental Lead and

6.3. Medical or Dental Lead for service has responsibility to agree with management basic issues such as:

- Shape of the current service
- Aspirations of the service (business plan)
- Must do's (e.g. Clinical Governance, Local Delivery Plans, Access, Finance)
- Possible areas of confusion or difficulty
- Conduct effective job planning meetings
- Collate information resulting from job planning meetings and assess gaps between aspirations and commitments
- Infer issues that arise and discuss with management and clinical colleagues
- Agree 'final' job plan with individual practitioners for the year
- Where necessary, take part in appeals process

6.4. General Managers/Head of Service has responsibility for:

Before Job Planning Meetings to facilitate effective preparation:

- Ensure that adequate administrative support arrangements are in place
- Meet with the Medical or Dental Lead for the service and agree objectives for meeting
- Provide information on current activity, targets, development needs and business planning
- Prepare and discuss financial issues (e.g. affordability of Job Plans), workforce Issues, known gaps and quality improvement activities

During Job Planning Meetings – if required and by invitation of the DMD/ML or delegated clinical lead and agreed with the practitioner:

- Provide moral support
- Witness / record agreement

- Answer ‘technical’ management questions regarding Employment and support / resources available
- Work with the DMD/ML/Delegated Clinician in putting it all together (e.g. specialty matrix)
- Feed into planning ‘round’
- Check against proposed business plan (including 3 year rolling plan)
- Link to other services

7. Doctor/Dentist

7.1. Doctors or Dentists should take the opportunity of the job planning process to see that they are neither over nor under committed in delivering local or wider objectives of the NHS. To get the best out of the processes Practitioners will wish to:

- Decide beforehand what they want to get out of job planning
- Decide what their objectives for personal service development and Quality
- Improvement activities will be over the coming year
- Have a view on how changes can reasonably be achieved
- Be ready to share all the facets of their practice within and outside the Trust, so that realistic agreements can be struck
- Be aware of their colleagues’ aspirations so that any agreement over the job plan is in a sensible context
- Take broader clinical governance issues into consideration.

8. Types of Job Plan

8.1. Job planning is a professional as well as contractual obligation for clinicians and employers. It allows alignment of service demand and clinician activity and ensures that clinicians have appropriate time to ensure professional development and support to their clinical practice.

Consultant Job Plans should be:

- Undertaken in a spirit of collaboration and cooperation
- Completed in good time
- Reflective of the professionalism of being a doctor
- Focused on measurable outcomes that benefit patients
- Consistent with the objectives of the NHS, the Trust teams and individuals
- Transparent fair and honest
- Flexible and responsive to changing service needs during each job plan year
- Fully agreed and not imposed
- Focused on enhanced outcomes for patients whilst maintaining service efficiency.

(Ref. NHS Employers Consultant Job Planning Guidance)

SAS Doctors Job Plans should be:

- Undertaken in a spirit of collaboration and cooperation
- Mutually agreed and not imposed
- completed in good time with at least annual review
- reflective of the professionalism of being a doctor
- agreed taking account of the career development and aspirations of the doctor
- focused 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 agencies
- responsive to appraisal discussion

(Ref. The UK guide to Job Planning for Specialty Doctors and Associate Specialists)

Salaried Dentists Job Plans should be:

- it should be developed in the spirit of partnership
- it is an agreement that sets out objectives (both professional and
- personal), duties and responsibilities for the coming year
- resources and support should be identified and agreed
- it should cover all aspects of a dentist's professional practice
- it should cover the requirements of the Trust/employer
- it may be built onto the previous year's plan
- the plan may include team activities
- the process is separate from, but linked to, appraisal.
- Mutually agreed and not imposed

(Ref. Job Planning Guidance BDA and NHS Employers)

9. Alignment with Trust business plans and objectives

9.1. Job plans must align to the delivery of the Service Business Plan and objectives and must be aligned with any Trust objectives.

9.2. All job plans should include an agreed annual amount of clinical activity and supporting professional activity. This will be calculated against a minimum working year of 42 weeks. The agreed activity will form part of objective setting within the job planning process.

10. Standard for Job planning

10.1. The Medical or Dental lead (will be responsible for annual job planning of all doctors or dentists within their service. Where this is not possible advice can be sought from the Medical Director or their deputy.

10.2. The Medical or Dental Lead will, in general, work closely with their General Manager counterpart in delivering the service business plan and, between them;

they will have the necessary knowledge of the relevant clinical service to bring clarity, transparency and consistency to the job planning process. Involvement of the General Manager in the job planning process, if agreed with the clinician being job planned, helps the clinical team's understanding of the wider business and organisational context, resulting in the setting of objectives that are more meaningful to patient needs and should be the norm.

10.3. Deputy Medical Directors will undertake their job planning with the Executive Medical Director where appropriate.

10.4. The default is that all activities should be identified in the 7 day job-plan timetable. Flexibility (time and place shifting) in the delivery of the weekly activities may be required to meet the agreed amount of activity in the interests of patients, the individual and the Trust. These changes will be by prospective agreement between the individual and DMD, ML or delegated lead clinician. Activities undertaken on a less than weekly basis are to be indicated on the weekly timetable using the prefix 1 in 3/4/5 weeks/months as required

10.5. All activities must state the start and finish times, the place where undertaken and the activity to be delivered.

10.6. All job plans must be aligned to the relevant service business plan.

10.7. The job plan will record (in the objectives section) an agreed annual amount of activity over a typical '42[1] week working year' calculated from the weekly timetable. It is expected that the majority of this work will be undertaken at the time and place indicated in the weekly timetable.

10.8. This amount of measurable activity is linked to the description of the work to be done each week. For example if a practitioner undertakes 2 clinics per week (whether full or part time) the amount will be 84 clinics per year.

10.9. The job plan will record an agreed number of weeks the activity will be delivered across. For example if the individual has no agreed additional responsibilities/external duties and is likely to only take the allotted annual leave and study/professional allocation this would mean a minimum of 42 weeks of specialty specific DCC & SPA activities.

10.10. For individuals who have agreed additional responsibilities/external duties or have purchased additional annual leave, in accordance with the terms contained within the LCH Annual Leave policy, the amount will be based around a lower number of working weeks but will be agreed at the annual job plan review or within the year if appropriate. (ref. Annual Leave Policy)

10.11. It is recognised that there can be a level of flexibility for both individuals and the Trust in the delivery of this however the ability of the supporting service to respond to flexibility and non-organisational commitments of individuals mean that negotiation will be required and that these should always occur with at least 6 weeks' notice.

10.12. Where there is evidence that organisational problems created the inability to deliver the agreed number of activities at less than 6 weeks' notice both parties

1 The typical 42 week working year is based on 6 weeks annual leave, 10 days bank-holidays and average 10 days Study/professional leave. For consultants in post for over 7 years and long service to the NHS, additional days of leave will apply and therefore the annual amount adjusted accordingly. Individual consultant's working year will be agreed as part of the job plan process and the amount of agreed annual activity determined with reference to the individuals leave entitlement.

would negotiate to see if this DCC activity could be re-provided, for example by flexible use of SPA time, this would mean that SPA time is re-provided elsewhere If both parties can agree to replace the lost DCC activity at a different time then the total agreed amount will not be changed until this activity has been delivered.

10.13. Where agreement has not been possible, for example with last minute cancellation of a clinic, then the agreed activity will count as delivered and appropriate adjustment made to the running amount of annual activity. As the practitioner is being paid for NHS work it is expected that he/she will undertake other NHS work be it DCC or SPA in this time, unless otherwise agreed. Annual and Study/Professional Leave is included in the typical 42 weeks per annum. (ref. Annual Leave Policy).

11. Programmed Activities/Hours/Sessions

11.1. The following describe the specific standard for the job plan relating to DCC, SPA, AR and ED activities

11.2. **Direct Clinical Care (DCC) Activities** - These are activities directly relating to the prevention, diagnosis or treatment of illness that forms part of the services provided by the Trust under section 3(1) or section 5 (1) (b) of the National Health Service Act 1977. This includes emergency duties, (including emergency work carried out during or arising from on call), operating sessions including pre-operative and post-operative care, ward rounds, outpatient activities, clinical diagnostic work, other patient treatment, public health duties, multi-disciplinary meetings about direct patient care and administration directly related to the above (including but not limited to referrals and notes)

11.3. As a minimum level, where applicable, the annual number of the following DCC activities to be delivered by the practitioner (or group of practitioners as part of an agreed “team job plan”) will be set in the Job plan(s).

- Outpatient clinics
- Surgeries
- MDT assessments
- Ward rounds
- Acute service days/weeks
- Telephone advice
- Clinical administration

(This list is not exhaustive and will be developed within each specialty)

11.4. **Non-DCC Activities (SPA, AR, ED)** - Supporting Professional activities (SPA): These are activities that underpin DCC. This includes, participation in training, medical education, continuing CPD, formal teaching, audit, job planning, appraisal, research, clinical management and local clinical governance activities.

11.5. The Trust is committed to paying for reasonable amounts of SPA activities which are as defined in the contracts. It is not expected that all practitioners will

undertake all of the SPA activities defined in the contracts. It is likely, therefore, that the SPA time within practitioner job plans will vary across the medical and dental staff body. It is also likely that SPA time will change as the activities change throughout the course of a practitioner's career.

11.6. Within the contracts SPA is defined as including CPD. The majority of practitioners will fulfil all their CPD, deliver their general SPA to the level defined

11.7. **On-call duties**

A consultant's job plan should clearly set out their on-call commitments. Under the 2003 contract it is recognised in three ways:

• an availability supplement based on the commitment to the rota. There is no prospective cover allowance here

Category A: Availability for immediate recall to work shall normally mean the clinician should be contactable via a telephone or pager for complex consultations and, if determining that personal attendance is appropriate, the clinician shall be present on site within thirty minutes of that determination.

Category B: Availability supplements are appropriate where the clinicians' level of availability is lower than immediate. Details of on call availability arrangements will be determined and agreed for each specialty grouping an on call rota. This applies when the clinician can typically respond by giving telephone advice and/or returning to site later

Part time consultants, whose contribution when on call is the same as that of full-time consultants on the same rota will receive the appropriate percentage of the equivalent full time salary

• PA allocation for predictable emergency work arising from on-call duties (ward rounds, administration etc) should also be prospectively built into timetables as direct clinical care PAs. There is no limit on the amount of predictable on-call work that can be allocated to DCC PAs and prospective cover. When a consultant covers colleagues'on-call duties when they are away on annual or study leave, this should be factored into the calculation

• PA allocation for unpredictable emergency work done whilst on-call. This should usually be assessed retrospectively (using diary evidence) and included within the first allocation of DCC PAs in the job plan. The allocation can be adjusted at job plan review. Prospective cover should be recognised here.

12. Programmed Activities (PAs) Consultants/SAS doctors

12.1. All Programmed Activities* (PA's) must be included in a job plan. This is to ensure that the process is transparent, with an appropriate audit trail.

(* Detailed Definitions of Direct Clinical Care (DCC), Supporting Professional Activities (SPA), Additional NHS Responsibilities (AR), External Duties (ED) and Emergency work can be found at https://www.bma.org.uk/advice/employment/contracts/consultant-contracts/consultants-england.

12.2. The Trust, in line with EWTD 2009 regulations, has set an upper limit for paid PAs of 12 for all consultants/SAS doctors. In addition the following will apply:

- Full-time substantive contracts will be advertised and paid at a maximum of 10 PA's.
- Part-time substantive contracts will be advertised and paid at a;
    - Maximum of 9 PA's for those not undertaking private practice
    - Maximum 8 PA's for those undertaking private practice

12.3. Additional Programme Activities (APAs) up to a maximum of 2 (and maximum total of 12 PAs) can be offered. Importantly;

- Any doctor wishing to undertake private practice must offer to undertake up to 1 additional programmed activity as set out in schedule 6 paragraph 3 of the contract. The service will decide if it wishes to take up this time.
- They are an effective mechanism for increasing DCC activity
- They can be agreed and paid for a time-limited period (to meet demand pressures) rather than part of the annual contract agreement
- Where an additional PA is agreed an addendum job plan would be issued, agreed and signed. A contract for additional PAs should be issued which should clearly set out the additional activity. (applied as defined within National Terms and Conditions of Service for Consultants and SAS contracts)
- If any additional PAs are to be withdrawn, 3 months' notice will be given (this would not be below the substantive number of PAs) by either party.

12.4 Any programmed activity undertaken outside of the hours 7am to 7pm, Monday to Friday, is regarded as taking place in 'premium time'. This means that a programmed activity at these times lasts only 3 hours instead of 4 hours. Alternatively, an agreement for an enhanced rate of pay may be reached.

12.5 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. In allowing for travel time employers and consultants should clarify and agree

what constitutes the normal place of work. This could include any location within the trust rather than a specific location. Where sites are spread out and there is regular travel between them employers should consider agreeing standard travel times applicable to all staff.

13. Consultant and SAS doctors

13.1. The proportions of DCC, SPA, AR and ED will be determined by the activities agreed at the job plan. These proportions can be supported by a job plan diary completed by the clinician in preparation for the job planning meeting.

13.2. Supporting professional activities (SPA) are an essential part of the work of a doctor and the Trust is fully committed to supporting and paying for this work. Effective Job planning will define the detail of what activities are to be delivered and how much time is to be given to undertake these activities[2]

13.3. A typical consultant/associate specialist is likely to require a minimum of 1.5 PA's for core SPA, unless otherwise agreed.

13.4. This will include Continuing Professional Development (CPD), General SPA, appraisal preparation and education and training. For specialty doctors the nationally agreed minimum standard is 1.0 PA. Evidence of activities beyond the minimum must be included within the Job Plan

13.5. The actual amount of SPA time (and the outputs expected) will be discussed and agreed through the job planning process. The SPA time agreed for individuals may be more or less than the typical PA level outlined above. All agreed outcomes over a clear time period to be included in the objectives of the Job Plan.

13.6. The division of programmed activities between direct clinical care and other activities for part-time consultants will be seen broadly as pro-rata of those for full time consultants. However, it is recognised that part-timers need to devote proportionately more of their time to supporting professional activities, for example due to the need to participate to the same extent as full timers in continuing professional development.

13.7. For work undertaken by individuals in important defined areas of responsibility such as clinical governance, appraiser, service development, additional Education & Training and Research further SPA time would be allocated after agreement that the activity is supported by the Trust and that appropriate funding is available.

13.8. For the substantive element of an individual contract, where it is evident that the non-DCC activities are to be reduced for example SPA time, and the individual does not wish to alter the level of his/her substantive contract, the DMD or ML is expected to replace this time with DCC activity up to the level of the substantive contract. This would require re-job planning.

13.9. For individuals receiving additional programmed activities, the Trust will continue to apply the 3 month notice rules, for either party, as defined under the national terms and conditions of the consultant/SAS contract.

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2 National guidance recommends a typical consultant will require a split of 7.5 DCC to 2.5 SPA, with proportionally more time for SPA for part time contracts.

13.10. The Trust will provide the appropriate resources to allow delivery of the agreed programmed activities.

14. Salaried Dentists

14.1. The hours of work for a full time employee are 37.5 hours per week and will be set out in a weekly job schedule.

14.2. All hours must be evidenced. This is to ensure that the process is transparent, with an appropriate audit trail.

14.3. Full-time substantive contracts will be advertised and paid at a maximum of 37.5 hours.

14.4. The proportion of clinical activity (DCC), supporting professional activity (SPA), or additional responsibility activity will be determined by the activities agreed at the job plan to be undertaken.

14.5. Supporting Professional Activities (SPA) to include CPD, audit, teaching/training, service meetings, quality framework activity, are an essential part of the work of a dentist and the Trust is fully committed to supporting and paying for this work. Effective Job planning will define the detail of what activities are to be delivered and how much time is to be given to undertake these activities. The general principles of governance activities and the time to be allocated are;

- A typical Senior Dental Officer (SDO) is likely to require a minimum of 5.6 hours for SPA, unless otherwise agreed and for Dental Officers (DOs) 3.75 hours
- The actual hours (and the outputs expected) will be discussed and agreed through the job planning process. The hours agreed for individuals may be more or less than the minimum level outlined above.
- For work undertaken by individuals in important defined areas of responsibility such as clinical governance, service development, additional Education & Training and Research further hours would be allocated.

15. Flexibility to meet patient demand

15.1. A degree of flexibility in the time and place for programmed activities is an essential part of a professional contract. Therefore to meet the patient demand and capacity of services the following will apply:

15.2. If requested, SPA time that is appropriate to move may be undertaken outside of the agreed time set in the weekly timetable as long as the output of such work is evidenced, and it does not impact on attendance at mandatory SPA activities (such as clinical governance meetings) and it is agreed in advance with the HOS/ML/DMD/GM.

15.3. It would be expected that the majority of the agreed amount of DCC/SPA would be delivered at the time and place as indicated in the working week timetable. By agreement some of the agreed annual amount of DCC activity may have to be delivered at times other than routinely indicated in the weekly timetable. This can be achieved by providing greater flexibility to move activities in time and place.

15.4. The agreed amount of activity is dependent on the Trust providing the appropriate resource to deliver this agreed amount.

15.5. The agreed amount of DCC activity must equally meet the needs of the patients, the practitioner and the performance of the Trust.

16. Continuing Professional Development (CPD)

16.1. As defined by the Relevant Royal College, includes:

- Clinical CPD
- Professional CPD
- Academic CPD
- In addition different colleges recognise personal/self-accredited

17. General SPA

- Formal teaching activities outside clinical (generally defined as DCC) and education supervisory roles (**Appendix B**)
- Attendance at operational/staff meetings
- Annual Appraisal and Job planning leading to revalidation.
- Dealing with non-patient administration, for example organisational communications
- Clinical Governance activities including Quality Improvement.

Practitioners working part-time may require proportionally more SPA (with respect to DCC) than full time practitioners.

18. SPA time for activity in defined areas of responsibility

18.1. SPA time over the agreed core will be given for those practitioners who are undertaking work in specific areas of responsibility directly linked with the business of the Trust, examples include:

Lead roles in Clinical Governance activities:

- Audit/Guideline
- Service development (in addition to Lead Clinician/CD)
- Risk Management
- Research

Education and Training Roles:

- Post-Graduate Educational Supervisor
- Undergraduate Educational Supervisor
- Clinical Supervisor of trainees

Appraisal and Governance roles

This list is not exhaustive

19. Additional NHS responsibilities (AR)

19.1. To be granted for clearly defined roles. These include:

- Deputy Medical Director
- Lead clinician
- Executive Medical Director

(This list may not be exhaustive)

20. External Duties (ED) - External Roles

20.1. These are duties not included in any of the three foregoing definition and not included within the definition of fee-paying services or private professional services, but undertaken as part of the job plan by agreement between the practitioner and the Trust.

20.2. The Trust endeavours to support its practitioners' changing career needs when wishing to develop external roles. To aid transparency and consistency any practitioner who is asked to or wishes to undertake additional roles outside of the Trust must obtain agreement from the General Manager and Medical or Dental Lead before agreeing to undertake this work, this should be authorised by the Medical Director or nominated deputy.

20.3. A review against the individual's agreed annual amount of activity will take place to seek to ensure that this activity can still be undertaken either by the individual (by being flexible in delivering this work) or backfill of this work through team based job planning or expansion in resource (where the external work comes with external PA funding). This will ensure that any impact to service delivery is understood before any approval is given.

20.4. The Job Plan must be agreed in accordance with the Terms and Conditions of the Medical/Dental contracts and adhere to all relevant Trust Policies and Procedures. Practitioners must demonstrate that they are acting in accordance with the code on private practice.

20.5. There must be clear agreement on arrangements regarding how and when extra-contractual duties (where agreed to) will be recognised, or when additional payments are to be made. There should be clear agreement if Time in Lieu is to be granted before the activity is undertaken

20.6. This can include:

- Trade union duties
- Undertaking inspections for the CQC
- External member of the AAC
- Undertaking assessment for NCAS
- Work for royal colleges in the interest of the wider NHS
- Work for a government department
- Specified work for the GMC.

20.7. If role(s) cease(s), the Trust cannot guarantee to return the individual to the activities given up, although it will maintain the agreed substantive contract level

(i.e. excluding Additional Responsibilities PA's) prior to the role being undertaken.

20.8. For any external role if the role ceases the Trust cannot guarantee to return the individual to the activities given up, although it will maintain the agreed substantive contract level (i.e. excluding Additional Responsibilities PA's) prior to the role being undertaken.

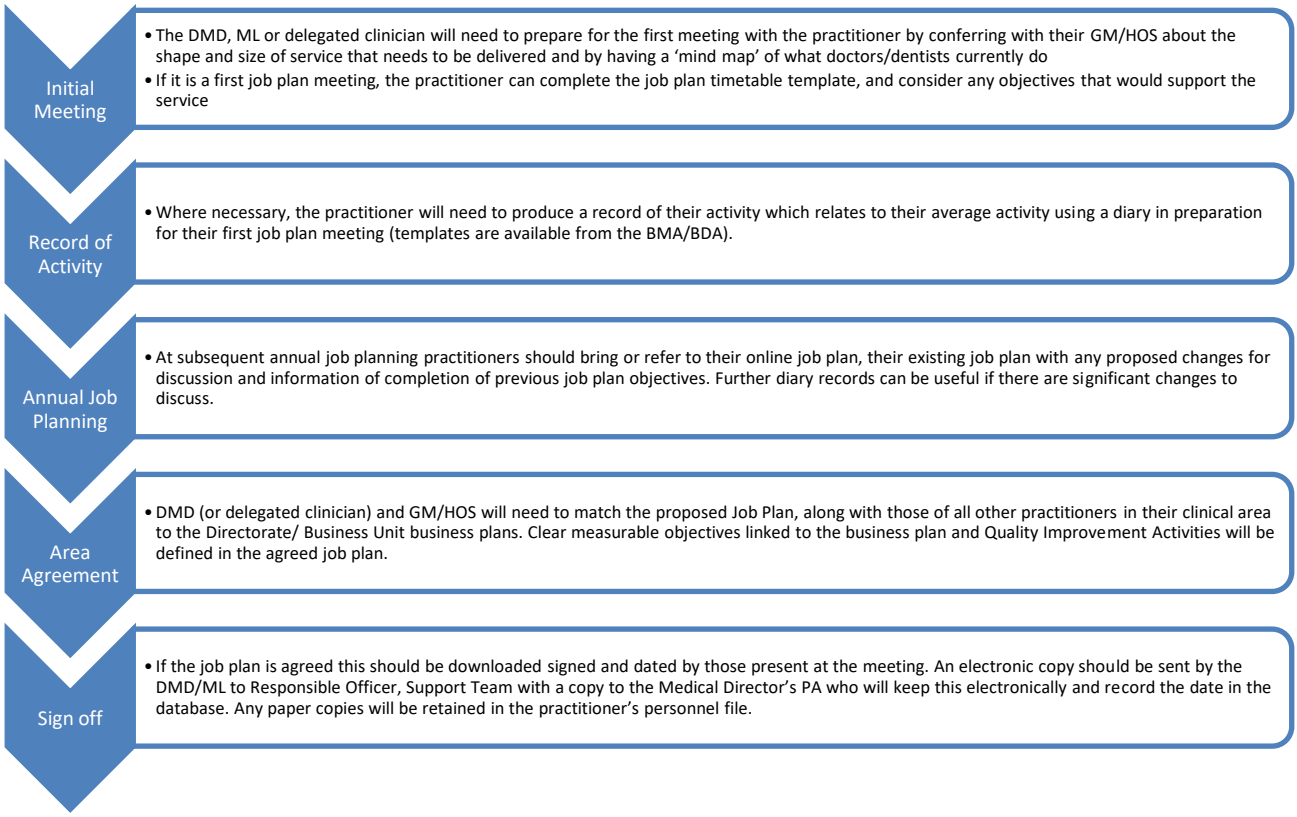
21. Methods to assist effective job planning

21.1. Team job planning

- Where appropriate the development of team job planning[3] within services can be developed.
- Aims to deliver the activity across a team of practitioners over 52 weeks per year.
- If circumstances within a team job plan change in-year, for example one of the practitioners leaving and delay in replacement, then the job planning process for the team will be undertaken at the point of change and a revised amount of measurable activity will be agreed with reference to the cover for absent colleague guidance.
- Team job planning does not replace individual job plan meetings.

22. Job Planning process outline

[3] Team job planning is defined as agreements between the consultants in that specialty to deliver the clinical activity. This would normally be over 52 weeks per annum.



22.1. Job Plans for newly appointed substantive posts should reflect the Job Plan agreed in the job description. A job plan review needs to occur within 6 months of taking up the post and annually thereafter.

22.2. For Locum posts the job plan should reflect the job plan agreed in the job description. A job plan review is required for any locum post longer than 6 months.

22.3. If either party is unable to agree the job plan within a reasonable time-frame (defined as 3 months from initial job plan meeting), then the job planning process must be referred for mediation Schedule 6 paragraph 2 of the terms and conditions refers to this process.

23. Failure to Agree

23.1. Where it is not possible to reach agreement on the job plan, the process of Mediation and Appeal is an important part of the process.

23.2. Whilst the primary function of job planning is successfully to marry the aspirations of the practitioner with those of the organisation/NHS, the Department of Health explicitly links participation in job planning with eligibility for pay progression.

23.3. Practitioners who fail to participate in annual job planning may potentially adversely impact their

- Annual pay progression
- Application for new and/or renewal of clinical excellence awards (consultants)

24. Mediation and Appeals

24.1. Where possible, disagreements should be settled informally. If there is a dispute over a job plan or a decision relating to pay progression, there is a process of mediation and appeal written within the Terms and conditions of service which illustrate how matters should be progressed. Schedule 4 Paragraphs 1-12 refer to this process.

25. Mediation

25.1. In the first instance, the practitioner or the Medical or Dental Lead should refer the dispute to the Executive Medical Director (or the Head of Workforce if the Executive Medical Director is one of the parties to the initial decision) in writing within two weeks of the disagreement arising, setting out the nature of the dispute. The other party should then set out their position on the matter. There will then be a meeting, usually set up within four weeks of the referral, involving the medical job plan lead, the practitioner and the Executive Medical Director. If agreement is not reached at the meeting, the Executive Medical Director will take a decision or make a recommendation to the Chief Executive of the Trust. The Executive Medical Director must inform the practitioner and medical job plan lead of the decision or recommendation in writing. Where the dispute is over pay progression, the Chief Executive should write with his/her decision to the practitioner, Executive Medical Director and medical job plan lead.

25.2. If the practitioner is not satisfied with the outcome, a formal appeal can be lodged.

26. Appeal

26.1. The practitioner must lodge the appeal in writing to the Chief Executive within two weeks and the Chief Executive will then convene an appeal panel. The membership of the panel is a chairman nominated by the employer, a representative nominated by the practitioner and a third independent member from a list approved by the BMA/BDA. The practitioner can object on one occasion to the independent member who would then be replaced with an alternative representative. No member of the Panel should previously have had any prior involvement in the dispute, should this be the case then an alternative panel member will need to be sought.

26.2. The parties to the dispute will submit written statements of case to the appeal panel one week before the hearing. The practitioner can either present his or her own case at the hearing or he or she can be assisted by a representative, who may be a member of BMA/BDA, but may not be someone acting in a professional legal capacity. The panel will then make a recommendation to the Trust Board of the employing organisation, usually within two weeks of the hearing, with a copy to the practitioner. The recommendation will normally be accepted by the Board.

27. Policy approval and Ratification Process

27.1. This Policy will be ratified by the Nominations and Remuneration Committee on behalf of the LCH Board

28. Dissemination and Implementation

28.1. Dissemination of this policy will be via the LCH website Medical and Dental Leadership intranet page.

29. Review arrangements

29.1. This policy will be reviewed in three years by the author or sooner if there is a local or national requirement.

30. Associated Policies

Disciplinary Policy and Procedure (Nov 2016)
Grievance Policy and Procedure (Dec 2016)
Freedom to speak up Policy (Jul 2018)
Maintaining High Professional Standards in the Modern NHS (April 2015)
Managing Concerns with Performance Policy (Dec 2016)
Managing Personal Relationships in the Workplace (Dec 2016, under review July 2019)
Personal and Professional Development Policy (under review Jun 2019)
Professional Registration Policy (Oct 2014, under review Sept 2019)
Managing Attendance Policy (Apr 2017)
Information Governance Policy (Nov 2018)

31. References

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