

Guide to contracting for additional programmed activities for associate specialist and specialty doctors

December 2007

1. Introduction

- 1.1 The purpose of this guide is to set out best practice regarding the contractual arrangements which we believe should apply to Additional Programmed Activities (APAs).
- 1.2 The Terms and Conditions of Service – Specialty Doctor (England) and Terms and Conditions of Service – Associate Specialist (England) 2008 (the TCS) established a standard full-time working week comprised of ten Programmed Activities (PAs).
- 1.3 This Guide recognises that an important benefit of the 2008 contract is to provide an improved work/life balance for Associate Specialists and Specialty Doctors. The TCS provides flexibility for NHS organisations and doctors to agree to contract for APAs for a variety of purposes, although no doctor can be compelled to agree to a contract containing more than ten PAs. Similarly, employers should not advertise posts on the basis of more than ten PAs.

2. Additional Programmed Activities

- 2.1 APAs may be offered to doctors by their employer in addition to the doctor's contracted number of PAs either to reflect spare professional capacity (in accordance with Schedule 7 of the TCS), or to reflect agreed, regular, additional duties or activities (whether scheduled or unscheduled) that cannot be contained within the doctor's standard contract. They can be used, for example, to recognise an unusually high routine workload, or to recognise additional responsibilities. In this context "regular" is not intended to necessarily imply "at the same time each week or month".
- 2.2 A doctor whose job plan includes at least one APA will be deemed to have satisfied the requirement as set out in Schedule 7 of the TCS to offer up an APA for pay progression purposes.
- 2.3 There is flexibility to agree a fixed number of APAs to be undertaken as required over the course of the year. NHS organisations and doctors may find this provision particularly helpful, in that arrangements can be tailored to reflect varying service needs, professional needs and promote work-life balance. One approach, for example, is to assess on a departmental basis how many APAs are likely to be required during the course of a year to increase capacity temporarily, for example for waiting list work; to cover clinics and lists; or to cover a vacancy. The employer can then contract for an agreed number of APAs with those doctors willing to undertake them.

3. Contracting for APAs

- 3.1 Clause 6.1 of the doctor's main contract of employment will contain only the standard number of PAs (i.e. ten for a full-time doctor or the agreed number for a part-time doctor). Clause 6.6 of that contract provides for a separate written agreement covering any APAs.
- 3.2 When contracting for APAs, care should be taken to be explicit as to their purpose and duration, so as to avoid possible misunderstandings in the event that the requirement for APAs may cease. It is important to distinguish between standard contractual duties and additional contractual duties, as indicated in Clause 6.6 of the contract, since the additional contractual duties are intended to be temporary in nature and may be

contracted for flexibly, while Clause 6.1 identifies the basic, mutual contractual commitment. This is particularly important for part-time doctors.

- 3.3 Pay protection arrangements do not apply to APAs, as they form no part of basic pay. So, for example, this means that if a doctor's total PAs are reduced from say eleven to ten in future, pay would decrease as a consequence. It is not protected.

4. Paying for APAs

- 4.1 APAs contracted for on a regular basis, e.g. weekly, and used for example, to recognise additional routine workload, will be payable for each week including annual and study leave weeks, and during any periods of sick leave.
- 4.2 APAs that are contracted for on an ad hoc basis, e.g. by the parties agreeing prospectively to a level of extra activity that can be undertaken flexibly during the year, can be paid by annualising and paying through equal salary payments or as agreed through job planning discussions. Whatever the arrangement, APA contracts should stipulate the agreed frequency of payment.
- 4.3 Up to ten PAs per week are pensionable, for both full-time and part-time doctors. Therefore, APAs undertaken by full-time doctors i.e. those in excess of ten PAs, are not pensionable, while for part-time doctors APAs are pensionable up to an overall, annualised maximum of ten per week, including their standard contractual PAs.

5. Examples of contracts

- 5.1 We have set out in this guide four examples of contracts that NHS organisations may wish to use:
- contract for a full-time doctor – to reflect additional workload
 - contract for a full time doctor – to reflect spare professional capacity
 - contract for a part-time doctor – to reflect additional workload
 - contract for a part-time doctor – to reflect spare professional capacity

MODEL CONTRACT FOR ONE OR MORE ADDITIONAL PA(S) FOR A FULL-TIME SPECIALTY DOCTOR OR ASSOCIATE SPECIALIST TO RECOGNISE CURRENT WORKLOAD

Dear [Dr/Mr/Mrs/Miss/Ms]

Contract for Additional Programmed Activities

In accordance with Clause 6.6 of your main contract of employment, the [insert name of NHS organisation] has agreed to offer, and you have agreed to undertake, [insert number] Additional Programmed Activity(ies) (APAs) over and above the ten Programmed Activities that constitute your standard contractual duties, in recognition of [e.g. *the level of your current routine workload and/or the following additional responsibilities (insert here a description of the activity or duty giving rise to the additional PA or PAs)*].

The Additional Programmed Activities will be used for [insert purpose – typically a Direct Clinical Care activity] and will be worked at the following times [insert times or state alternative provision e.g. *'flexibly by mutual agreement when required throughout the year'*. Note: where APAs are to be worked flexibly and not on fixed dates or times, there should be local agreement as to how much notice will be given before the APA is required to be worked]. The APA's will be incorporated into your Job Plan schedule and will be subject to the job planning process.

The remuneration for this is covered by Clause 21 of your main contract of employment, and Schedule 14 of the [insert Terms and Conditions of Service – Specialty Doctor (England) or Terms and Conditions of Service - Associate Specialist (England)] (the TCS). You will be paid on a monthly basis. All other terms and conditions applicable to this contract are set out in your main contract of employment and in the TCS (so far as is relevant and applicable).

This contract for [insert number] APA(s) will commence on [insert date] for a fixed period of [insert duration], but may be terminated at any time upon service of three months' notice by either party. The requirement for you to undertake APA's will be reviewed annually as part of your Job Plan review.

In the event of termination of this contract by either party there will be no adverse impact on pay progression and no effect on your main contract of employment.

APAs are not pensionable nor are they subject to pay protection arrangements.

Yours sincerely

[Signature]

On behalf of [insert name of NHS organisation]

[Date]

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I hereby accept the offer of Additional Programmed Activities on the terms and subject to the conditions set out in the foregoing letter.

[Signature]

[Date]

This offer and acceptance of it shall together constitute a contract between the parties.

MODEL CONTRACT FOR ONE OR MORE ADDITIONAL PA(S) FOR A PART-TIME SPECIALTY DOCTOR OR ASSOCIATE SPECIALIST TO RECOGNISE CURRENT WORKLOAD

Dear [Dr/Mr/Mrs/Miss/Ms]

Contract for Additional Programmed Activities

In accordance with Clause 6.6 of your main contract of employment, the [insert name of NHS organisation] has agreed to offer, and you have agreed to undertake, [insert number] Additional Programmed Activity(ies) (APAs) over and above the [insert number] Programmed Activities that constitute your standard contractual duties, in recognition of [e.g. the level of your current routine workload and/or the following additional responsibilities (insert here a description of the activity or duty giving rise to the additional PA or PAs)].

The APAs will be used for [insert purpose – typically a Direct Clinical Care activity] and will be worked at the following times [insert times or state alternative provision e.g. 'flexibly by mutual agreement when required throughout the year'. Note: where APAs are to be worked flexibly and not on fixed dates or times, there should be local agreement as to how much notice will be given before the APA is required to be worked]. The APA's will be incorporated into your Job Plan schedule and will be subject to the job planning process.

The remuneration for this is covered by Clause 21 of your main contract of employment, and Schedule 14 of the [insert Terms and Conditions of Service – Specialty Doctor (England) or Terms and Conditions of Service - Associate Specialist (England) (the TCS). You will be paid on a monthly basis. All other terms and conditions applicable to this contract are set out in your main contract of employment and in the TCS (so far as is relevant and applicable).

This contract for [insert number] Additional Programmed Activity(ies) will commence on [insert date] for a fixed period of [insert duration], but may be terminated at any time upon service of three months' notice by either party. The requirement for you to undertake APA's will be reviewed annually as part of your Job Plan review.

In the event of termination of this contract by either party there will be no adverse impact on pay progression and no effect on your main contract of employment.

APAs above an annualised maximum of ten per week are not pensionable. APAs are not subject to pay protection arrangements.

Yours sincerely

[Signature]

On behalf of [insert name of NHS organisation]

[Date]

I hereby accept the offer of Additional Programmed Activities on the terms and subject to the conditions set out in the foregoing letter.

[Signature]

[Date]

This offer and acceptance of it shall together constitute a contract between the parties.

MODEL CONTRACT FOR ONE OR MORE ADDITIONAL PA(S) FOR A FULL-TIME SPECIALTY DOCTOR OR ASSOCIATE SPECIALIST TO RECOGNISE SPARE PROFESSIONAL CAPACITY

Dear [Dr/Mr/Mrs/Miss/Ms]

Contract for Additional Programmed Activities

In accordance with Clause 6.7 of your main contract of employment, the [insert name of NHS organisation] has agreed to offer, and you have agreed to undertake, [insert number] Additional Programmed Activities (APAs) over and above the ten Programmed Activities per week that constitute your standard contractual duties in accordance with Schedule 7 of the [insert Terms and Conditions of Service – Specialty Doctor (England) or Terms and Conditions of Service – Associate Specialist (England)] (the TCS).

The APA(s) will be used for [insert purpose – typically a Direct Clinical Care activity] and will be worked at the following times [insert times or state alternative provision e.g. ‘flexibly by mutual agreement when required throughout the year’. Note: where APAs are to be worked flexibly and not on fixed dates or times, there should be local agreement as to how much notice will be given before the APA is required to be worked]. The APA(s) will be incorporated into your Job Plan schedule and be subject to the job planning process.

The remuneration for this is covered by Clause 21 of your main contract of employment and Schedule 14 of the TCS. You will be paid on a monthly basis. All other terms and conditions applicable to this contract are set out in your main contract of employment and in the TCS (so far as is relevant and applicable).

This contract for [insert number] APA(s) will commence on [insert date] for a fixed period of 1 year but may be terminated at any time upon service of three months’ notice by either party. The requirement for you to undertake APA(s) will be reviewed annually as part of your Job Plan review.

It is confirmed that by performing (this) these APA(s) for the full duration of this contract you will comply with the requirements of Schedule 7 of the TCS. In the event of termination of this contract for APAs by [insert name of NHS organisation], there will be no adverse impact on pay progression and no effect on your main contract of employment.

APAs are not pensionable nor are they subject to pay protection arrangements.

Yours sincerely

[Signature]

[Date]

On behalf of [insert name of NHS organisation]

I hereby accept the offer of Additional Programmed Activities on the terms and subject to the conditions set out in the foregoing letter.

[Signature]

[Date]

This offer and acceptance of it shall together constitute a contract between the parties.

MODEL CONTRACT FOR ONE OR MORE ADDITIONAL PA(S) FOR A PART-TIME SPECIALTY DOCTOR OR ASSOCIATE SPECIALIST TO RECOGNISE SPARE PROFESSIONAL CAPACITY

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The APA(s) will be used for [insert purpose – typically a Direct Clinical Care activity] and will be worked at the following times [insert times or state alternative provisions e.g. 'flexibly by mutual agreement when required throughout the year'. Note: where APAs are to be worked flexibly and not on fixed dates or times, there should be local agreement as to how much notice will be given before the APA is required to be worked]. The APA(s) will be incorporated into your Job Plan schedule and be subject to the job planning process.

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It is confirmed that by performing (this) these APA(s) for the full duration of this contract you will comply with the requirements of Schedule 7 of the TCS. In the event of termination of this contract for APA(s) by [insert name of NHS organisation], there will be no adverse impact on pay progression and no effect on your main contract of employment.

APAs above an annualised maximum of ten per week are not pensionable. APAs are not subject to pay protection arrangements.

Yours sincerely

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[Signature]

On behalf of [*insert name of NHS organisation*]

[Date]

I hereby accept the offer of Additional Programmed Activities on the terms and subject to the conditions set out in the foregoing letter.

[Signature]

[Date]

This offer and acceptance of it shall together constitute a contract between the parties.

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