

HONORARY CONSULTANT CONTRACT (ENGLAND)

Version 1 - December 2003

Version 2 – June 2005¹

Version 3 – August 2006¹²

Version 4 – April 2007²⁷

Version 5 – March 2008³⁰

HONORARY CONSULTANT CONTRACT (ENGLAND)

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PREAMBLE

- i) This model honorary contract is intended to be used for clinical academic doctors who are employed by Higher Education Institutions or other organisations in a research and/or teaching capacity and who also provide services for NHS patients, at consultant level, in NHS facilities.³²
- ii) This honorary contact should be read in conjunction with your contract of employment with your substantive employer. Taken together they provide the full contractual framework in which you are expected to deliver your agreed duties. The two contracts have regard to 'Consultant Clinical Academics - Principles for Applying the Consultant Contract' that was agreed by stakeholders and to the principles in the recommendations of the Follett report*. In particular:
 - The key principle for NHS and University organisations involved in medical education and research should be 'joint working to integrate separate responsibilities; and
 - Universities and NHS bodies should formally make all senior NHS and University staff with academic and clinical duties fully aware to whom they are accountable for the separate facets of their job.
- iii) In this honorary contract, "we" refers to the honorary NHS employer (in some cases a lead employer may be acting on behalf of a number of NHS organisations), and "you" refers to the clinical academic consultant who is subject to the terms of this document in respect of his/her NHS duties.
- iv) In this honorary contract "the Terms and Conditions" means the 'Terms and Conditions – Consultants (England) 2003' as applied to clinical academic doctors and dentists by Schedule 23 of the Terms and Conditions.³³

* "A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001. *Honorary Consultant Contract (England) 2003 (amended March 2008)*^{2, 13, 28, 31}

HONORARY CONTRACT OF EMPLOYMENT

Between

[insert name of honorary employer]

and

[insert name and address of honorary employee]³

THE POST

1 Honorary Consultant

Your job title under this honorary contract is consultant in []^{.*4}

Your substantive employer is []^{.*}

You are hereby appointed in an honorary (unpaid) capacity as a consultant in [] at []^{.*}

You are appointed on the grounds that you also hold an academic post. Should your substantive contract of employment be terminated, your honorary employment with us will be reviewed under the provisions of clause 29 of this honorary contract.

2 Commencement of Employment

2.1 Your employment under this honorary contract [begins] * [began] on [] * [and incorporates []* years' seniority (as defined in Schedule 1 of the Terms and Conditions).][†]

2.2 Your continuous employment for the purposes of the Employment Rights Act 1996 [begins] * [began] on []^{.*}

2.3 For the purposes of certain NHS conditions of service, previous service within the NHS, whether with this Trust or another NHS employer, although not continuous for the purposes of the Employment Rights Act 1996, will count as reckonable, so that for some purposes other dates prior to the date or dates set out above may count. [**Note Honorary employer to include any relevant reckonable service details** *.]³⁴

* Honorary Employer to complete

† Seniority is imported from the substantive contract

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[Note: Schedule 1 of the Terms and Conditions contains guidance on commencement of employment.]^{5,14}

3 General Mutual Obligations

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- to co-operate with each other and your substantive employer;
- to maintain goodwill;
- to carry out our respective obligations in agreeing and operating an integrated Job Plan, including agreeing the Job Plan with your substantive employer;
- to carry out our respective obligations in accordance with appraisal arrangements, including ensuring that your appraisal is conducted jointly with your substantive employer;
- to carry out our respective obligations in devising, reviewing, revising and following this organisation's policies, objectives, rules, working practices and protocols.³⁵
- to keep your substantive employer informed of any matters concerning your performance and/or conduct that could lead to formal action being taken.

THE WORK

4 Location

Your principal place of work for the purposes of this honorary contract is []^{**}. Other work locations including off site working may be agreed in your integrated Job Plan where appropriate (e.g. for Supporting Professional Activities and some Direct Clinical Care such as audit notes), including the location of work for your substantive employer. You will generally be expected to undertake your Programmed Activities under this honorary contract at the principal place of work or other locations agreed in the integrated Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

5 Duties

5.1 Main Duties And Programmed Activities

^{**} Insert principal place of work.

Your duties under this contract will be jointly agreed with your substantive employer, through the integrated job planning process, taking account of the whole of your work. Your agreed duties will be included in a single, integrated Job Plan.

Except in emergencies or where otherwise agreed with your clinical manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your integrated Job Plan relating to work under this honorary contract as reviewed from time to time in line with the provisions in section 6 below.³⁶

5.2 Associated Duties

You are responsible for the associated duties set out in Schedule 2 of the Terms and Conditions.

5.3 Objectives

A single set of objectives will be jointly agreed. Your objectives form part of a single integrated Job Plan and take account of the work for your substantive employer and any objectives arising from those duties as well as your duties under this honorary contract.

The purpose of including agreed personal objectives in your integrated Job Plan is to set out in clear and transparent terms what you, your clinical manager and your substantive employer have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

5.4 On-Call Duties And Emergency Responses

You may be required to participate in an on-call rota to provide emergency cover (see section 9). In asking you to participate in on-call duties, we will take account of the contractual duties you undertake for your substantive employer. When you are not on an on-call rota, we may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, we will review the need to introduce an on-call rota.

6 Job Planning

At all stages of the integrated job planning process we will work in partnership with your substantive employer and the final integrated Job Plan will be agreed by all parties.

You, your clinical manager and a representative of your substantive employer have agreed a prospective integrated Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements (including your accountability arrangements with your substantive employer), your objectives and supporting resources.

You, your clinical manager and a representative of your substantive employer will review the integrated Job Plan annually in line with the provisions in Schedule 3 of the Terms and Conditions. Any party may propose amendment of the integrated Job Plan. You will help ensure through participating in Job Plan reviews that your integrated Job Plan meets the criteria set out in the Terms and Conditions and that it contributes to the efficient and effective use of resources.

Following your integrated Job Plan review your clinical manager and a representative of your substantive employer will jointly submit a report, recommending a decision about your pay progression to the senior responsible manager (e.g. the Dean) in your substantive employing organisation copied to you and the Chief Executive of this organisation. The criteria for pay thresholds are set out in the terms of your substantive contract. In terms of the input of your honorary employer into the report recommending a decision about pay progression, this will be based on the criteria set out in Annex A of this agreement. No other criteria will influence this recommendation.³⁷

If, exceptionally, the parties are unable to agree an integrated Job Plan you will be entitled to invoke the mediation and appeals process set out at Annex B of this contract.

7 Programmed Activities

7.1 Scheduling Of Activities

You, your clinical manager and your substantive employer will agree in your integrated Job Plan the Programmed Activities that are necessary to fulfil your duties and responsibilities and the times and locations at which these activities are scheduled to take place, as part of the integrated job planning process. All parties will seek to reach agreement in the scheduling of all activities. The NHS will not schedule non-emergency commitments during Premium Time without your agreement.

Subject to the provisions for recognising work done in Premium Time (see section 8 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.

Your integrated Job Plan will contain [] * Programmed Activities per week on average, to be undertaken under the terms and conditions of this honorary contract, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time integrated Job Plan will contain a total of 10 Programmed Activities (covering duties under both the honorary contract and the substantive contract) subject to the provisions in Paragraph 7.6 to agree additional Programmed Activities. Part-time working is permitted and will be remunerated on a pro-rata basis. Remuneration for Programmed Activities is set out in section 21 below and will be paid in accordance with the terms of your substantive contract.⁶

7.2 Flexibility

* Honorary employer to complete.

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Attaching a time value to Programmed Activities is intended to provide greater transparency about the level of commitment expected of consultants by the NHS. However, you, your clinical manager and a representative of your substantive employer can agree flexible arrangements for the timing of work.

Programmed Activities under this honorary contract may be scheduled either as a single block of four hours, or sub-divided into smaller units of time.

The precise length of Programmed Activities worked within the integrated Job Plan under the honorary contract may vary from week to week around the average assessment set out in the integrated Job Plan.

You, your clinical manager and a representative of your substantive employer may agree, as part of your integrated Job Plan, arrangements for the annualisation of Programmed Activities. In such a case, all parties will agree an annual number of Programmed Activities and your integrated Job Plan will set out variations in the level and distribution of Programmed Activities within the overall annual total.

You, your clinical manager and a representative of your substantive employer may agree, as part of your integrated Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged over 26 weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

7.3 Balance Between Direct Clinical Care And Other Programmed Activities

Subject to the provisions for recognising emergency work arising from on-call rotas below, the schedule in your integrated Job Plan will typically include a ratio of 3 Programmed Activities for Direct Clinical Care duties to 1 Programmed Activity for Supporting Professional Activities, with regard to your duties under this honorary contract. This ratio may be varied by agreement between you, your clinical manager and your substantive employer.

The precise balance will be agreed as part of Job Plan reviews and may vary to take account of your individual circumstances or flexible working practices.

Responsibilities as a Medical Director or Clinical Director may be reflected by substitution for other whole or part Programmed Activities or by additional agreed remuneration.

7.4 External Duties

Where you wish to seek agreement to have External Duties included in your integrated Job Plan, you must notify your substantive employer and your clinical manager in advance. Scheduling of such duties will be by

agreement between all parties. Where carrying out these External Duties might affect the performance of Direct Clinical Care duties, you will give us sufficient notice, where possible, to ensure that, where such External Duties are agreed, you and your clinical manager can agree a revised schedule of activities at least a month in advance.

7.5 Recognition For Emergency Work Arising From On-Call Duties

Where emergency work takes place at regular and predictable times, your clinical manager will seek where possible to schedule it as part of the Programmed Activities in your Job Plan schedule. You may, however, be required to participate in an on-call rota to respond to less predictable emergencies.

The provisions in Schedule 5 of the Terms and Conditions apply to recognise unpredictable emergency work arising from on-call rota duties that takes place other than during a Programmed Activity scheduled in your Job Plan.

7.6 Additional Programmed Activities

You, your clinical manager and a representative of your substantive employer may agree that you will undertake additional Programmed Activities over and above the [ten] **[Note: to be adjusted for part-time consultants]** Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. You may contract for additional Programmed Activities with either your substantive or honorary employer.

Any such agreement will be made in writing and the additional Programmed Activities will be incorporated into your Job Plan schedule.

Without prejudice to section 7.7 below, you do not have to agree to carry out more than [ten] Programmed Activities on average per week. **[Note: to be adjusted for part-time consultants]** However, where you do give your agreement, you must undertake such activities. Remuneration for an additional Programmed Activity will be at the rate equivalent to the rate for your basic salary whether it is undertaken for your substantive or honorary employer.¹⁵

7.7 Additional Programmed Activities And Spare Professional Capacity^{16,} ¹⁷

Where you intend to undertake private professional services other than such work carried out under the terms of this honorary contract, or under the terms of your substantive contract, whether for the NHS, for the independent sector or for another party, and where you personally benefit from the fees, the provisions in Schedule 6 of the Terms and Conditions will apply.

Should you undertake separately remunerated clinical work by agreement with your substantive employer and where the earnings from such work are remitted to the employer, these provisions will not apply.

8 Premium Time

The provisions in Schedule 7 of the Terms and Conditions apply to recognise the unsocial nature of work done in Premium Time, either for the honorary employer or the substantive employer, and the flexibility needed by clinical academic consultants for whom work at these times has been contracted.

On any occasion where you are scheduled to work through the Premium Time period, as part of your duties under this honorary contract, we will ensure that you have adequate rest both before and after this period of duty.¹⁸

9 On-Call And Emergency Duties

9.1 On-Call Rotas

Where you are on an on-call rota, the provisions in Schedule 8 of the Terms and Conditions will apply.

Your on-call duties will be set out in the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

9.2 On-Call Availability Supplements

Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the Terms and Conditions. The level of supplement will depend on the frequency of your commitment to the rota and the typical nature of the required response when you are called.²⁹

OTHER CONDITIONS OF EMPLOYMENT

10 Registration Requirements

It is a condition of your honorary employment that you are, and remain, [a registered dental practitioner and/or a fully registered medical practitioner] **[Note: employing organisations to delete as appropriate]**^{*} and are included on [the Specialist Register held by the General Dental Council (GDC) and/or the Specialist Register held by the General Medical Council (GMC)], **[Note: employing organisations to delete as appropriate]** and continue to hold a licence to practise.^{7, 19}

11 Fee Paying Services And Private Professional Services

11.1 Minimising Potential For Conflicts Of Interest

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 9 of the Terms and Conditions in order to minimise the potential for any perceived conflicts of interest to arise with your work for the NHS. You should also take account of any rules

^{*} Note: Maxillo Facial Surgeons must be included on both the general register of medical practitioners held by the GMC and the general register of dental practitioners held by the GDC. *Honorary Consultant Contract (England) 2003 (amended March 2008)*^{2, 13, 28, 31}

that your substantive employer may make for private practice or other privately remunerated professional services.

There may be occasions where undertaking private practice or providing fee paying services is a requirement or an expectation of your substantive employer. Any such commitment should be identified in your Job Plan. Where such activities are identified in the Job Plan the provisions of Schedule 6 shall not apply.

11.2 Fee Paying Services And NHS Programmed Activities

Examples of Fee Paying Services are set out in Schedule 10 of the Terms and Conditions.

You will not carry out Fee Paying Services during your Programmed Activities under this contract except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities under this honorary contract, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your NHS duties. Schedule 11 of the Terms and Conditions refers.²⁰

11.3 Private Professional Services And NHS Programmed Activities

Subject to the provisions in Schedule 9 of the Terms and Conditions, you may not carry out Private Professional Services during your Programmed Activities under this honorary contract.

11.4 Publications, lectures, etc

You are free, without our prior consent to publish books, articles, etc, and to deliver any lecture or speak, whether on matters arising out of your NHS service or not.²¹

12 Appraisal And Clinical Governance

The National Joint Appraisal Scheme for Consultant Clinical Academic Staff applies to your post. You must co-operate fully in the operation of the appraisal scheme, including assisting us in liaising with your substantive employer. You must also comply with our clinical governance procedures.

13 Gifts And Gratuities

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities in connection with your duties under this honorary contract.

14 Policies And Procedures

You are required to comply with our policies and procedures as may from time to time be in force in connection with your duties under this honorary contract.

15 Grievance Procedures

The grievance procedures which apply to your duties under this honorary contract, are set out in []. **[Note: employing organisations to add reference to local procedures]**²²

16 Disciplinary Matters

Wherever possible, any issues relating to conduct or competence should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct, in the course of performing your duties under this contract, may be in breach of our code of conduct, or that your professional competence has been called into question, the matter will be resolved through our disciplinary or capability procedures (which will be consistent with the 'Maintaining High Professional Standards in the Moderns NHS' framework), subject to the appeal arrangements set out in those procedures.²³

Should action against you be contemplated for reasons relating to discipline or competence, we will give you the opportunity to respond to the matter raised as part of the preliminary investigation before deciding whether to proceed. If it is deemed necessary to proceed to a disciplinary hearing, we will inform your substantive employer in advance of any such hearing and will keep a nominated representative of your substantive employer informed at all times thereafter.³⁸

You should be aware that termination of your honorary appointment may have implications for your substantive contract of employment.

17 Intellectual Property

For your duties under this honorary contract you will comply with our procedures for intellectual property which are in line with 'The NHS as an Innovative Organisation: Framework and Guidance on the Management of Intellectual Property in the NHS'. For intellectual property generated under this contract we will where necessary seek to agree with your substantive employer how it should be treated if that organisation has an interest. Local agreements will also address any potential conflicts between the policies of NHS organisations and academic institutions.³⁹

18 Research Governance

For your duties under this honorary contract you will comply with our procedures for Research and Development which are in line with the Department of Health 'Research Governance Framework for Health and Social Care'.

19 Other Conditions of Service

The provisions in Schedule 12 of the Terms and Conditions will apply to your duties under this honorary contract.

PAY

20 Salary

20.1 Basic Salary And Pay Thresholds

Your basic salary will be paid under the terms set out in your substantive contract.

20.2 Criteria For Pay Thresholds

Following your Job Plan review (see paragraph 6), your clinical manager will contribute to a joint report recommending a decision about your progress through pay thresholds. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds.

21 Payment For Additional Programmed Activities

Any agreed additional Programmed Activities that you carry out, either for us, or for your substantive employer, beyond the minimum [ten] **[Note: to be adjusted for part-time consultants]**, will be paid at the appropriate rate of basic pay.

22 Distinction Awards, Discretionary Points and Clinical Excellence Awards

Where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive a Distinction Award or a Clinical Excellence Award, or we have decided (in agreement with your substantive employer) that you should receive one or more Discretionary Points or a Clinical Excellence Award, these will be paid by your substantive employer on our behalf, at the rates set out in the latest Pay Circular issued by NHS Employers.^{8, 24}

23 On-Call Availability Supplement

If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary by your substantive employer on our behalf in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in, Schedule 16 of the Terms and Conditions, provided that your duties when on-call are the same as those of our substantive employees.

LEAVE AND HOLIDAYS

24 Leave And Holidays

Your leave entitlement will be determined by your substantive employer. Any leave that may prevent you from delivering your duties under this honorary contract must be agreed with us in advance in accordance with our procedures.

OTHER ENTITLEMENTS

25 Expenses

You are entitled to be paid expenses, incurred in the course of carrying out your duties under this honorary contract. Claims should be submitted in a timely manner (normally within one month), for:

- excess travel;
- subsistence; and
- other expenses in accordance with []*. **[Note: expenses will be as set out in Schedule 21 of the NHS Terms and Conditions in so far as it can be applied to senior academic GPs or any local alternative, which must be at least as favourable.**²⁵

26 Charges For Residence

Except where facilities are provided for you to be on-call, a charge may, where appropriate, be made for residing at your place of work in accordance with our local procedures.²⁶

DURATION OF EMPLOYMENT

27 Duration Of Employment And Tenure

This is a permanent post.[‡]

28 Termination Of Employment

Provisions governing termination of employment are set out in Schedule 19 of the Terms and Conditions.

29 Effects of Termination of Your Substantive Contract of Employment

Should your substantive contract of employment be suspended, or terminated, at any time, this will result in a review of the terms and conditions of your honorary appointment with this organisation.

Where any such review is required, it will be carried out in accordance with employment law and will examine means for your continued employment, where appropriate. The circumstances leading to the termination of your substantive contract of employment may mean that this is inappropriate. An appropriate procedure will be followed prior to any decision not to continue your appointment under this honorary contract. Due to the honorary (unpaid) nature of this contract we may be required to offer you a transfer to an alternative post or contract, unless you are able to secure alternative employment of a comparable nature. We will endeavour to reach a solution that is agreeable to all parties.⁴⁰

[‡] In some cases a clinical academic may be employed on a fixed term basis, in which case this section should be amended and the duration of the contract clearly stated.

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TERMS OF EMPLOYMENT

30 Terms Of Employment

This honorary contract and the associated Terms and Conditions set out the entire terms and conditions of your employment with this organisation, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.⁴¹

31 Application Of Terms And Conditions For Honorary NHS Consultants

The 'Terms and Conditions – Consultants (England) 2003' shall apply to this honorary contract in line with the provisions of Schedule 23 of the Terms and Conditions.⁹

I [insert name of honorary employee] and [insert name of honorary employer]

have understood and agree to honour the terms and conditions set out in this honorary contract of employment

[] *Honorary employee's signature*

[] *Signature of representative of honorary employer*

Date of this agreement [].^{10 42}

ANNEX A – CRITERIA FOR PAY THRESHOLDS

1. Following the annual Integrated Job Plan review, the managers who have conducted the joint Job Plan review will report the agreed outcome to the Dean or his or her nominee, copied to the Chief Executive of the honorary employing organisation and the consultant clinical academic, setting out for the purposes of decisions on pay thresholds whether the consultant clinical academic has:
 - made every reasonable effort to meet the time and service commitments in the Job Plan;
 - participated satisfactorily in the joint appraisal process;
 - participated satisfactorily in reviewing the Job Plan and setting personal objectives;
 - met the personal objectives in the Job Plan, or where this is not achieved for reasons beyond the consultant clinical academic's control, made every reasonable effort to do so;
 - worked towards any changes identified in the last Job Plan review as being necessary to support achievement of the substantive employer's objectives, or the honorary employing organisation's objectives;
 - taken up any offer to undertake one additional Programmed Activity that either employer has made to the consultant clinical academic (if private practice has been undertaken); and
 - met any standards of conduct, required by either employer, governing the relationship between private practice and contractual commitments.
2. The criteria set out in paragraph 1 are the only criteria that may be taken into account in decisions about pay progression.
3. Final decisions about pay progression rest with the substantive employer. Any appeal against a decision on pay progression should be lodged with the substantive employer. The Mediation and Appeals Framework set out in Annex B will apply.

ANNEX B – MEDIATION AND APPEALS FRAMEWORK

1. This Annex sets out a nationally agreed Framework* for Mediation and Appeals in the case of disputes arising from the integrated job planning process or decisions about pay progression, in the case of University employed clinical academics who are employed in the NHS consultant grade via an honorary contract. The Framework embodies the principle of joint working recommended in the Follett report.

National Framework

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

Mediation

3. The clinical academic, or (in the case of a disputed Job Plan) the University manager or the clinical manager, may refer the matter to the Dean (or his/her nominee) who will consult with the NHS Medical Director. If the Dean (or his/her nominee) or Medical Director is one of the parties to the initial decision, the referral will be to an appropriate, designated other person. Where a clinical academic holds an honorary contract with more than one NHS organisation, a designated honorary employer will take the lead. The purpose of the referral will be to reach agreement if at all possible.
4. The process will be that:
 - the clinical academic or either manager makes the referral in writing within two weeks of the disagreement arising;
 - the party making the referral will set out the nature of the disagreement and his or her position or view on the matter;
 - where the referral is made by the clinical academic, the managers responsible for the integrated Job Plan review, or for making the recommendation as to whether the criteria for a pay threshold have been met, will set out the employing organisations' agreed position or view on the matter;
 - where the referral is made by either the University manager or the clinical manager, the clinical academic will be invited to set out his or her position or view on the matter;
 - the Dean (or his/her nominee), working with the Medical Director, or appropriate other person, will convene a meeting, normally within four weeks of receipt of the referral, with the clinical academic and the responsible managers to discuss the disagreement and to hear their views;

* Local guidelines may be agreed to supplement this Framework.

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- if agreement is not reached at this meeting, the Dean (or his/her nominee), in consultation with the Medical Director, or appropriate other person, will decide the matter (in the case of a decision on the integrated Job Plan) or make a recommendation (in the case of a decision on whether the criteria for a pay threshold have been met) to the Vice Chancellor, copied to the NHS Chief Executive[†], and inform the clinical academic and the responsible managers of that decision or recommendation in writing;⁴³
- in the case of a decision on whether the criteria for a pay threshold have been met, the Vice Chancellor will inform the clinical academic, the Dean (or his/her nominee) and Medical Director, or appropriate person, and the responsible managers of his or her decision in writing;⁴⁴
- if the clinical academic is not satisfied with the outcome, he or she may lodge a formal appeal under this procedure.

Formal appeal

5. A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process. A formal appeal will be heard by a panel under the procedure set out below.
6. An appeal shall be lodged in writing with the Vice Chancellor, copied to the NHS Chief Executive[†], as soon as possible, and in any event within two weeks, of the outcome of the mediation process. The appeal should set out the points in dispute and the reasons for the appeal. The Vice Chancellor, in consultation with the NHS Chief Executive, will, on receipt of a written appeal, convene an appeal panel to meet within four weeks of receipt of a written appeal. The Vice Chancellor may delegate operational procedures as appropriate, but he or she retains overall responsibility for the appeal.
7. The membership of the panel will be:
 - i) a chair nominated by the University;
 - ii) a representative nominated by the honorary employer;
 - iii) a representative nominated by the clinical academic;
 - iv) a member chosen by the University from the list of individuals approved by the Strategic Health Authority and the BMA and BDA. which will also be used for job planning appeals for NHS consultants. The list will also include a number of clinical academics and other University employees nominated by the University. The Strategic Health Authority will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised to the first representative from the list, one alternative representative will be chosen. The list of individuals will be regularly reviewed.

[†] The Chief Executive of the (lead) NHS Trust or PCT holding the clinical academic's honorary contract.

- v) a member chosen by the clinical academic from the list described at sub-paragraph iv) above of individuals approved by the Strategic Health Authority and the BMA and BDA. The process will be identical to that described at sub-paragraph iv) above and if an objection is raised one alternative representative will be chosen.
8. No member of the panel should have previously been involved in the dispute.
 9. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party one week before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. The employers will jointly present their case first explaining the agreed position on the integrated Job Plan, or the reasons for deciding that the criteria for a pay threshold have not been met.
 10. The clinical academic may present his or her own case, or be assisted by a work colleague or trade union or professional organisation representative who is not a member of the appeals panel. Legal representatives acting in a professional capacity are not permitted.
 11. Where any party or the panel requires it, the appeals panel may hear expert advice on matters specific to a specialty.⁴⁵
 12. It is expected that the appeal hearing will last no more than one day.
 13. The appeal panel will make a recommendation on the matter in dispute in writing to the Vice Chancellor, copied to the Board of the honorary employing organisation, normally within two weeks of the appeal having been heard and this will normally be accepted. The clinical academic should see a copy of the recommendation when it is sent to the Vice Chancellor. The Vice Chancellor will make the final decision and inform all the parties in writing.
 14. No disputed element of the integrated Job Plan will be implemented until confirmed by the outcome of the appeals process. Any decision that affects the salary or pay of the clinical academic will have effect from the date on which the clinical academic referred the matter to mediation or from the time he or she would otherwise have received a change in salary, if earlier, or as determined by the appeals process.
 15. The appeals process set out in this Annex applies only to job planning and pay progression. No further right of appeal through the University's procedures exists.

DEFINITIONS

Contractual and Consequential Services: the work that a consultant carries out by virtue of the duties and responsibilities set out in his or her Job Plan and any work reasonably incidental or consequential to those duties. These services may include:

- Direct Clinical Care
- Supporting Professional Activities
- Additional NHS Responsibilities
- External Duties

Direct Clinical Care: work directly relating to the prevention, diagnosis or treatment of illness that forms part of the services provided by the employing organisation under section 3(1) or section 5(1)(b) of the National Health Service Act 1977. This may include 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 patient care (including but not limited to referrals and notes).

Supporting Professional Activities: activities that underpin Direct Clinical Care. This may include participation in training, continuing professional development, formal teaching, medical education, audit, job planning, appraisal, research, clinical management and local clinical governance activities.

Additional NHS Responsibilities: special responsibilities – not undertaken by the generality of consultants in the employing organisation – which are agreed between a consultant and the employing organisation and which cannot be absorbed within the time that would normally be set aside for Supporting Professional Activities. These might include being a Medical Director, Clinical Director or lead clinician, or acting as a Caldicott guardian, clinical audit lead, clinical governance lead, undergraduate dean, postgraduate dean, clinical tutor or regional education adviser. This is not an exhaustive list.

External Duties: duties not included in any of the three foregoing definitions 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 consultant and employing organisation. These might include trades union duties, undertaking inspections for the Commission for Healthcare Improvement (or its successor body), acting as an external member of an Advisory Appointments Committee, undertaking assessments for the National Clinical Assessment Service, reasonable quantities of work for the Royal Colleges in the interests of the wider NHS, reasonable quantities of work for a Government Department, or specified work for the General Medical Council. This is not an exhaustive list.^{11 46}

Emergency work: Predictable emergency work: this is emergency work that takes place at regular and predictable times, often as a consequence of a period of on-call work (e.g. post-take ward rounds). This should be programmed into the working week as scheduled Programmed Activity.

Unpredictable emergency work arising from on-call duties: this is work done whilst on-call and associated directly with the consultant's on-call duties (except in so far as it takes place during a time for scheduled Programmed Activities), e.g. recall to hospital to operate on an emergency basis.

Fee Paying Services: any paid professional services, other than those falling within the definition of Private Professional Services, which a consultant carries out for a third party or for the employing organisation and which are not part of, nor reasonably incidental to, Contractual and Consequential Services. A third party for these purposes may be an organisation, corporation or individual, provided that it is acting in a health related professional capacity, or a provider or commissioner of public services. Examples of work that fall within this category can be found in Schedule 10 of the Terms and Conditions.⁴⁷

Private Professional Services (also referred to as “private practice”): such services as include:

- the provision of professional services by private arrangement;
- work in the general medical, dental or ophthalmic services under Part II of the National Health Service Act 1977 (except in respect of patients for whom a hospital medical officer is allowed a limited “list”, for example members of the hospital staff); and
- the provision of services to private patients in NHS organisations, including services provided on behalf of an NHS employer but which are not included in a consultant's Job Plan.

Professional and Study Leave: professional leave or study leave in relation to professional work including:

- study, usually but not exclusively or necessarily, on a course or programme
- research
- teaching
- examining or taking examinations
- visiting clinics and attending professional conferences
- participation in training.

Programmed Activity: a scheduled period, nominally equivalent to four hours, during which a consultant undertakes Contractual and Consequential Services.

Premium Time: any time that falls outside the period 07:00 to 19:00 Monday to Friday, and any time on a Saturday or Sunday.⁴⁸

General Council Conditions: the National Health Service Staff conditions of service of general application as determined by the General Council of the Whitley Councils for the Health Services (Great Britain) as may be amended from time to time, or any provisions which may be agreed by a successor body to the General Council and may reasonably be considered to have replaced the current conditions of service.

Honorary Employer (or honorary employing organisation): the NHS organisation issuing the honorary contract.

Substantive Employer: the employer issuing the clinical academic's substantive contract of employment. This will normally be a University.