

CONSULTANT CLINICAL ACADEMIC SUBSTANTIVE CONTRACT

SUGGESTED CLAUSES (ENGLAND)

Version 1 - December 2003

Version 2 - January 2004

Version 3 – June 2005²

Version 4 – August 2006⁷

Version 5 – March 2008¹²

Consultant Clinical Academic Substantive Contract: Suggested Clauses (England)

Preliminary Notes

- i) Consultant clinical academic doctors and dentists will hold honorary NHS contracts, for clinical governance reasons and to protect their interests by making clear the nature of their relationship with the NHS organisation(s) with which the honorary contract is held.¹⁴
- ii) The following are suggested clauses to be incorporated into contracts of employment for clinical academic doctors and dentists who perform services in the NHS in England, in the consultant grade, on an honorary basis, where the clinical academic has moved onto contractual arrangements that are comparable with the 'Terms and Conditions - Consultants (England) 2003'.¹⁵
- iii) The clauses on pay need to be incorporated into the substantive contract as the University (or other academic employer) will continue to be responsible for remunerating the clinical academic consultant. Incorporation ensures parity in arrangements between clinical academic consultants and their NHS colleagues and should assist recruitment to, and retention in, academic medicine.
- iv) It is important to note that these are suggested clauses. Consideration should be given to the contract as a whole and its interface with the honorary contract. The substantive employer should not be a party to the honorary contract.
- v) Universities should reach an overarching agreement between themselves and relevant NHS Trust(s) whereby the University is not only indemnified against clinical negligence claims but also in relation to discrimination and other claims arising from the performance of duties for the honorary employer(s) (including legal costs on an indemnity basis).
- vi) Universities will also need to take into account any further provisions needed when implementing any change to the University's Statutes, if and when the Revised Model Statute is adopted.

Suggested Clauses

Basic Salary And Pay Thresholds

1. Your basic salary has been calculated in accordance with the provisions of Annex A [or B]. Your basic salary includes [] * years' seniority credited to take into account relevant experience that is equivalent to consultant level (Note: normally, but not exclusively, senior lecturer, reader or professorial level experience) and any relevant academic qualifications. The University has set your starting salary in consultation with your honorary employer(s).⁴
2. The duties under your honorary contract with [specify NHS trust(s)] will count towards pay progression in accordance with the provisions of Annex D.
3. The value of each pay threshold and the number of years' service normally required before you become eligible for pay thresholds are set out in Annex A [or B].
4. Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to or commencement of this contract. This is for administrative purposes only and will be without detriment to the level of seniority on which you transfer or commence or, upon leaving this employment, your final salary payment.⁹
5. Your basic salary, together with any payments for additional Programmed Activities (see paragraph 15 below), includes payment for all Contractual and Consequential Services.

Additional Programmed Activities And Spare Professional Capacity

6. Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the NHS, for the independent sector or for another party, the provisions of Annex C will apply.

Criteria For Pay Thresholds

7. The criteria for pay thresholds are set out in Annex D. These criteria are consistent with those applied to substantive NHS consultants and no additional criteria will affect pay progression.¹⁷
8. Following your integrated Job Plan review your University manager and your NHS clinical manager (for the purposes of your honorary contract) will submit a report jointly recommending a decision about your pay progression to the Dean or his/her nominee. This will be copied to you and the Chief Executive of the NHS organisation where you hold your honorary contract.
9. The University will make the final decision on pay progression, having consulted with your NHS employer(s). Where one, or more, of the criteria for pay progression is not achieved in any year, the University will have the discretion to decide, where

* Substantive employer to complete ¹⁶

appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.

10. You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be the University's responsibility to show why this decision was taken drawing, as necessary, on the views of your honorary employer(s). An appeal framework is set out in Annex E to this contract.

Process For Award Of Pay Thresholds

11. When you become eligible for a pay threshold by virtue of fulfilling the required number of years' service set out in Annex A [or B], you will receive that pay threshold provided that the University and your honorary employer(s) decide that you have met the necessary criteria (Annex D) in each year since the award of the previous threshold or, in the case of your first pay threshold, since the commencement of this contract.
12. Where it is decided in any one year that you have not met the necessary criteria, the award of the appropriate pay threshold will be deferred for one year beyond the date on which you would otherwise have received the threshold. Provided the University and your honorary employer(s) decide that you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of paragraph 4 above.

Pay Uplift

13. Your basic salary and the value of any supplements will be uplifted in line with the recommendations of the Clinical Academic Staff Sub Committee (CASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement, which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates as may be varied from time to time in line with the Government's implementation of the DDRB recommendations and its translation by the CASSC, or any successor arrangement.¹⁸
14. The rates of pay set out in Annex A and Annex B to this contract are at November 2007 rates.¹⁹

Note: Paragraph 14 will need to be amended by institutions in line with future pay increases.¹⁰

Pay Supplements

Payment For Additional Programmed Activities

15. Any additional Programmed Activities that you agree to carry out as part of the integrated job planning process, either for the University or for your honorary employer(s), will be paid at the rates set out in Annex A [or B] of this contract.

Distinction Awards, Discretionary Points And Clinical Excellence Awards ²⁰

16. You are entitled to be paid a Distinction Award or a Clinical Excellence Award where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive an award. Alternatively, you are entitled to be paid Discretionary Points or a Clinical Excellence Award where your honorary employer(s) have made a local award. Distinction Awards, Discretionary Points and Clinical Excellence Awards will be paid by the University on behalf of the NHS at the rates set out in the latest Pay Circular issued by NHS Employers.^{5,11}

On-Call Availability Supplement

17. If you are required to participate in an on-call rota as part of your duties for your honorary employer(s), the University will pay you a supplement (in addition to your basic salary) on behalf of your honorary employer(s). The supplement will be paid in accordance with, and at the appropriate rates according to, the terms and conditions of your honorary contract.

Premium Time

18. The provisions of Annex F will apply to recognise the unsocial nature of work contracted in Premium Time and the flexibility of clinical academics working at these times.

London Weighting

19. Further information is given in the accompanying guidance (paragraph 31).²¹

Recruitment And Retention Premia

20. The University may decide to award a recruitment or retention premium in addition to basic salary. The University will determine the value of such premia and may adjust their value from time to time to take account of changing circumstances. Information is provided in the accompanying guidance (paragraph 32).

Other Payments And Allowances

21. You may be entitled to certain other payments and allowances at the discretion of the University.

Duties

22. Your duties under this contract will be jointly agreed with your honorary employer(s), 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.

Annex A - Basic Salary And Payment For Additional Programmed Activities For Clinical Academic Doctors and Dentists Appointed To A Consultant Level Post on or Before 31 January 2004²²

This Annex applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or before 31 January 2004. Annex B applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or after 1 February 2004. For the purposes of determining whether this Annex, or Annex B applies, the date of first appointment will be regarded as the date on which the post was offered^{† 1 23}.

Date Of Transfer

1. Where a clinical academic has given a formal commitment to the new contract by 31 January 2004, pay increases under the new contract will be backdated to 1 April 2003. Where a clinical academic has given a formal commitment to the new contract between 1 February 2004 and 31 March 2004, pay increases will be backdated by three months from the date on which the commitment was given. In the case of consultants giving a formal commitment to the new contract on or before 31 January, backdating will be conditional upon an integrated Job Plan being agreed by 31 March. In the case of consultants giving a formal commitment to the new contract between 1 February 2004 and 31 March 2004, backdating will be conditional upon an integrated Job Plan being agreed within three months of the date of commitment. An exception will be made where a deadline is not met for reasons beyond the clinical academic's control. In each case, clinical academics may choose any shorter period of backdating if they so wish. Where a clinical academic gives a commitment to the contract after 31 March 2004, there will be no backdating.
2. Progression through pay thresholds will be on the 1st of the month nearest the anniversary of transfer to this contract, subject to being continuously employed by the University. Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to the contract. This is for administrative purposes only and will be without detriment to the level of seniority on which you transfer or, upon leaving employment with the University, your final salary payment. For clinical academics who give a formal commitment to the new contract before 1 April 2004 and who therefore receive backdated increases in pay, the date of transfer will be regarded as the date to which increases in pay are backdated. For other clinical academics the date of transfer will be the 1st of the month nearest the date on which the clinical academic first starts work under this contract .

Pay Uplift

3. All the rates of pay set out in this Schedule are at November 2007 rates. The rates will be uplifted in line with the recommendations of the Clinical Academic

[†] For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given.

Staff Sub Committee (CASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement, which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates as may be varied from time to time.^{24, 25}

Definition of Seniority

4. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a clinical academic's seniority (see salary table below). For these purposes seniority is to be measured as the sum of the number of aggregated whole years completed as an NHS consultant and/or a clinical academic in a grade that is equivalent to consultant level, plus the point on the salary scale when appointed (on a scale of 1 to 5), plus any additional credited seniority (in aggregated whole years) to reflect non-NHS consultant level experience and/or flexible training (see below).²⁶
5. The University will credit appropriate additional seniority to reflect any consultant level experience gained outwith the NHS consultant system and/or employment as a clinical academic at consultant level, including any periods of time spent in full-time academic teaching and research at a level comparable with the consultant grade, taking care to ensure that there is no double counting of this, and any additional seniority granted at appointment by way of a higher point on the salary scale.
6. Where a clinical academic's training has been lengthened by virtue of being in a flexible or academic training scheme, the substantive employer will, where necessary, credit appropriate additional seniority to ensure that the clinical academic is not prevented from becoming eligible for the maximum pay threshold he/she would have attained had they trained on a full time basis (e.g training extended by two years counts as the equivalent of two years' seniority as a consultant or clinical academic on first appointment to a post equivalent to the consultant grade).²⁷

Basic Pay On Commencement

7. On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:
 - for full-time clinical academics who have previously held a whole-time contract, be as set out in the salary table below; or
 - for full-time clinical academics who have previously held a maximum part time contract, be subject to the provisions in paragraph 15 below; or
 - for part-time clinical academics (i.e. those with a total commitment of less than 10 Programmed Activities), be pro rata to the levels set out in the

salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic's integrated Job Plan.^{28, 29}

8. Where a clinical academic holds discretionary points or a local clinical excellence award, there will be a pro-rata increase in the payment for an additional Programmed Activity, compared with the rates in the salary table below. Where a clinical academic holds a distinction award or a higher clinical excellence award, the pro-rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points or local Clinical Excellence Awards as the case may be.³⁰

Pay Protection

9. There will be no financial detriment to clinical academics for whom the combined total of their basic pay and any on-call availability supplement would otherwise be less than the combined total of their basic pay and any intensity supplement under their previous contract and terms and conditions. For clinical academics who transferred to this contract in 2003/04, there was full protection for one year, i.e. taking account of annual pay uplift for 2004/05 for clinical academics on previous national terms and conditions. Since then, protection has been on a mark-time basis (i.e. until the new salary exceeds the salary at the point of transfer).³¹
10. Protection will be afforded provided the clinical academic continues to undertake the same level of duties and responsibilities (and on-call commitments if applicable).

Pay Thresholds

11. Clinical academics will become eligible for pay thresholds at the intervals set out in the salary table below on the 1st of the month nearest the anniversary of transfer to the contract.³²
12. The value of pay thresholds for full-time clinical academics who have previously held a whole-time contract (or equivalent) will be as set out in the salary table below.³³
13. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time clinical academics.^{34, 35}

Table 2: Seniority And Thresholds³⁶

Pay progression for consultant clinical academics first appointed as an NHS consultant on or before 31 January 2004

The annual rate for an additional Programmed Activity will be 10% of basic salary, where basic salary

includes the pay thresholds and discretionary points or local clinical excellence awards.

Seniority at transfer	Years after transfer before threshold level changes	Pay threshold	Basic salary at November 2007 rates
30+	On transfer to new contract		£86,153
	1 year after transfer	7	£91,495
	2 years after transfer	8	£96,831
21-29	On transfer to new contract		£80,812
	1 year after transfer	6	£86,153
	2 years after transfer	7	£91,495
	3 years after transfer	8	£96,831
20	On transfer to new contract		£80,812
	1 year after transfer	6	£86,153
	3 years after transfer	7	£91,495
	4 years after transfer	8	£96,831
19	On transfer to new contract		£80,812
	1 year after transfer	6	£86,153
	3 years after transfer	7	£91,495
	5 years after transfer	8	£96,831
18	On transfer to new contract		£80,812
	2 years after transfer	6	£86,153
	3 years after transfer	7	£91,495
	5 years after transfer	8	£96,831
17	On transfer to new contract		£80,812
	2 years after transfer	6	£86,153
	4 years after transfer	7	£91,495
	6 years after transfer	8	£96,831
16	On transfer to new contract		£80,812
	3 years after transfer	6	£86,153
	4 years after transfer	7	£91,495
	7 years after transfer	8	£96,831
15	On transfer to new contract		£80,812
	3 years after transfer	6	£86,153
	4 years after transfer	7	£91,495
	8 years after transfer	8	£96,831
14	On transfer to new contract		£80,812
	3 years after transfer	6	£86,153
	5 years after transfer	7	£91,495
	9 years after transfer	8	£96,831
13	On transfer to new contract		£80,812
	3 years after transfer	6	£86,153

Seniority at transfer	Years after transfer before threshold level changes	Pay threshold	Basic salary at November 2007 rates
	5 years after transfer	7	£91,495
	10 years after transfer	8	£96,831
12	On transfer to new contract		£80,812
	3 years after transfer	6	£86,153
	6 years after transfer	7	£91,495
	11 years after transfer	8	£96,831
11	On transfer to new contract		£80,812
	4 years after transfer	6	£86,153
	7 years after transfer	7	£91,495
	12 years after transfer	8	£96,831
10	On transfer to new contract		£80,812
	4 years after transfer	6	£86,153
	8 years after transfer	7	£91,495
	13 years after transfer	8	£96,831
9	On transfer to new contract		£80,812
	4 years after transfer	6	£86,153
	9 years after transfer	7	£91,495
	14 years after transfer	8	£96,831
8	On transfer to new contract		£80,812
	5 years after transfer	6	£86,153
	10 years after transfer	7	£91,495
	15 years after transfer	8	£96,831
7	On transfer to new contract		£80,812
	5 years after transfer	6	£86,153
	10 years after transfer	7	£91,495
	15 years after transfer	8	£96,831
6	On transfer to new contract		£79,690
	1 year after transfer	5	£80,812
	5 years after transfer	6	£86,153
	10 years after transfer	7	£91,495
	15 years after transfer	8	£96,831
5	On transfer to new contract		£78,569
	1 year after transfer	*	£79,690
	2 years after transfer	5	£80,812
	6 years after transfer	6	£86,153
	11 years after transfer	7	£91,495
	16 years after transfer	8	£96,831
4	On transfer to new contract		£73,510
	1 year after transfer	3	£76,320
	2 years after transfer	4	£78,569
	3 years after transfer	5	£80,812
	6 years after transfer	6	£86,153
	11 years after transfer	7	£91,495
	16 years after transfer	8	£96,831
3	On transfer to new contract		£72,944
	1 year after transfer	*	£74,071
	2 years after transfer	4	£78,569

Seniority at transfer	Years after transfer before threshold level changes	Pay threshold	Basic salary at November 2007 rates
	3 years after transfer	5	£80,812
	7 years after transfer	6	£86,153
	12 years after transfer	7	£91,495
	17 years after transfer	8	£96,831
2	On transfer to new contract		£72,383
	1 year after transfer	2	£74,071
	2 years after transfer	4	£78,569
	3 years after transfer	5	£80,812
	8 years after transfer	6	£86,153
	13 years after transfer	7	£91,495
	18 years after transfer	8	£96,831
1	On transfer to new contract		£71,822
	1 year after transfer	*	£72,944
	2 years after transfer	3	£76,320
	3 years after transfer	4	£78,569
	4 years after transfer	5	£80,812
	9 years after transfer	6	£86,153
	14 years after transfer	7	£91,495
	19 years after transfer	8	£96,831

*For consultant clinical academics with seniority of 1, 3 or 5 years on transition, the first pay threshold is for transitional purposes.

Annex B - Basic Salary And Payment For Additional Programmed Activities For Clinical Academic Doctors and Dentists First Appointed To a Consultant Level Post on or After 1 February 2004³⁷

This Annex applies to all clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or after 1 February 2004. Annex A applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or before 31 January 2004. For the purposes of determining whether this Annex, or Annex A, applies, the date of first appointment will be regarded as the date on which the post was offered^{‡ 6 38}.

Pay Uplift

1. All the rates of pay set out in this Schedule are at November 2007 rates. The rates will be uplifted in line with the recommendations of the Clinical Academic Staff Sub Committee (SASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement, which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates as may be varied from time to time.^{39, 40}

Basic Pay And Pay Thresholds

2. On commencement, the value of basic salary – and of payments for any additional Programmed Activities – will normally be the first of the thresholds set out in the salary table below.^{41, 42}
3. Basic salary on commencement will be set at a higher threshold to reflect any relevant experience or time spent in training, in accordance with paragraphs 5 to 7 of Annex A.
4. Clinical academics will become eligible for additional pay thresholds at the intervals set out in the salary table below.⁴³
5. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time clinical academics.⁴⁴

Pay progression for consultant clinical academics first appointed as an NHS consultant on or after 1 February 2004⁴⁵

The annual rate for an additional Programmed Activity will be 10% of basic salary, where basic salary includes the pay thresholds and any discretionary points or local clinical excellence awards.

[‡] For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given.

Threshold	Years completed as a consultant	Basic salary at November 2007 rates	Period before eligibility for next threshold
1	0	£71,822	1 year
2	1	£74,071	1 year
3	2	£76,320	1 year
4	3	£78,569	1 year
5	4	£80,812	5 years
	5	£80,812	4 years
	6	£80,812	3 years
	7	£80,812	2 years
	8	£80,812	1 year
6	9	£86,153	5 years
	10	£86,153	4 years
	11	£86,153	3 years
	12	£86,153	2 years
	13	£86,153	1 year
7	14	£91 495	5 years
	15	£91 495	4 years
	16	£91 495	3 years
	17	£91 495	2 years
	18	£91 495	1 year
8	19	£96,831	

Annex C – Additional Programmed Activities And Spare Professional Capacity

1. Where a clinical academic intends to undertake private practice other than such work specified in his or her integrated Job Plan (including work specified in the honorary contract), whether for the NHS, for the independent sector, or for another party, the provisions in this Annex will apply.
2. Where a clinical academic intends to undertake such work:
 - the clinical academic will first consult with his or her responsible managers;
 - employing organisations may, but are not obliged to, offer the clinical academic the opportunity to carry out up to one additional Programmed Activity per week on top of the standard commitment set out in the integrated Job Plan;
 - both the University and the honorary employer(s) may each offer additional Programmed Activities, but the clinical academic will not be expected to undertake, on average, any more than one additional Programmed Activity per week to meet the relevant criterion for pay thresholds. The integrated job planning process should be used to agree for which employing organisation any additional Programmed Activities should be undertaken;
 - additional Programmed Activities may be offered on a fixed basis, but where possible employing organisations will offer them on a mutually agreed annualised basis, as part of the integrated job planning process. Where clinical academics prospectively agree to additional Programmed Activities these will be remunerated;
 - employing organisations will normally put any such offer to the clinical academic at the annual Job Plan review. Unless they and the clinical academic agree otherwise, any such offer will be made no fewer than three months in advance of the start of the proposed additional Programmed Activities, or six months in advance where the work would mean the clinical academic has to re-schedule external commitments;
 - there will be a minimum notice period of three months for termination of these additional activities. If a clinical academic ceases to undertake Private Professional Services, he/she may relinquish the additional Programmed Activity subject to a similar notice period;
 - employing organisations will give all clinical academics an equal opportunity to express an interest in undertaking additional activities for which they are qualified. Any offer or acceptance should be made in writing;
 - full-time clinical academics who are currently working the equivalent of 11 or more Programmed Activities and agree as part of the integrated job planning process, with their substantive employer and their honorary employer(s), that the same level of activity should form part of their integrated Job Plan under the new contract will not be expected to offer any additional work on top of this;

- part-time clinical academics who wish to use some of their non-contracted time to do private practice will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
3. If a clinical academic declines the opportunity to take up any additional Programmed Activities that are offered in line with the provisions above, and the clinical academic subsequently undertakes remunerated clinical work as defined above, this will constitute one of the grounds for deferring a pay threshold in respect of the year in question. If another consultant (NHS or University-employed) in the group accepts the work, there will be no impact on pay progression for any consultant in the group.
 4. The provisions in this Annex are without prejudice to the possibility that the clinical academic and employing organisations may wish to agree additional extra Programmed Activities above the levels provided for in paragraph 2.

Annex D - Criteria For Pay Thresholds

1. Following the annual integrated Job Plan review, the managers who have conducted the review will report the agreed outcome to the Dean (or his/her nominee) and the Chief Executive of the honorary employing organisation, copied to the clinical academic, setting out for the purposes of decisions on pay thresholds whether the clinical academic has:
 - made every reasonable effort to meet the time and service commitments in the integrated Job Plan;
 - participated satisfactorily in the joint appraisal process;
 - participated satisfactorily in reviewing the integrated Job Plan and setting personal objectives;
 - met the personal objectives in the integrated Job Plan, or where this is not achieved for reasons beyond the clinical academic's control, made every reasonable effort to do so;
 - worked towards any changes identified in the last integrated Job Plan review as being necessary to support achievement of the substantive employer's, or the honorary employer's objectives;
 - taken up any offer to undertake additional Programmed Activities that either employer has made to the clinical academic, under the provisions of Annex C;
 - met any standards of conduct, required by either employer, governing the relationship between private practice and contractual commitments.
2. The Dean (or his/her nominee), informed by the joint job planning recommendation, will decide each year whether the clinical academic has met the criteria.
3. Where one or more of the criteria are not achieved in any year, the Dean (or his/her nominee) will have the discretion to decide where appropriate, for instance because of ill health, that the clinical academic should nonetheless be regarded as having met the criteria for that year.
4. Clinical academics should not be penalised if objectives have not been met for reasons beyond their control. Employers and clinical academics will be expected to identify problems affecting the likelihood of meeting objectives as they emerge, rather than wait until the annual integrated Job Plan review.
5. It will be the norm for clinical academics to achieve pay progression. Pay progression may only be deferred where the clinical academic has not met the specified criteria at paragraph 1 of this Annex. Employing organisations cannot introduce any new criteria. For instance, pay progression cannot be withheld or delayed on the grounds of the employing organisation's financial position. Nor would

it be acceptable for employing organisations to use any system of quotas for pay progression.

6. A clinical academic consultant has the right of appeal against a decision by the University that he or she has not met the criteria in respect of any given year. In the event of an appeal, it will be the responsibility of the University (if necessary, drawing on the views of the honorary employer) to show why this decision was taken. The agreed appeal process will apply.

Annex E – 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

*[§] Local guidelines may be agreed to supplement this framework.

of receipt of the referral, with the clinical academic and the responsible managers to discuss the disagreement and to hear their views;

- if agreement is not reached at this meeting, the Dean (or his/her nominee), in consultation with the Medical Director, or appropriate 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;⁴⁶
- 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;⁴⁷
- 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

^{**} The Chief Executive of the NHS Trust or PCT holding the clinical academic's honorary contract.
Consultant Clinical Academic Substantive Contract – Suggested Clauses (England), 2003 2
(amended March 2008^{3,8, 13})

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.

- 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.⁴⁸
 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.

Annex F - Premium Time

1. From 1 April 2004, the following provisions will apply to recognise the unsocial nature of work contracted in Premium Time, either for the substantive employer or the honorary employer(s), and the flexibility required of clinical academics who work at these times as part of a more varied overall working pattern.

Scheduled Work

2. For each Programmed Activity contracted during Premium Time there will be a reduction in the timetable value of the Programmed Activity itself to three hours or a reduction in the timetable value of another Programmed Activity by one hour, subject to a maximum reduction of three hours per week.
3. If, by mutual agreement, a Programmed Activity in Premium Time lasts for four hours or more, an equivalent enhancement to payment may be agreed.
4. Where a Programmed Activity falls only partly in Premium Time, the reduction in the timetable value of this or another Programmed Activity will be on an appropriate pro-rata basis. If an enhancement to payment is made, this will be applied to the proportion of the Programmed Activity falling within Premium Time.

Unpredictable Emergency Work Arising From On-Call Duties

5. In assessing the number of Programmed Activities needed to recognise unpredictable emergency work arising from on-call duties, three hours of unpredictable emergency work done in Premium Time will be treated as equivalent to one Programmed Activity. The provisions of paragraph 3 may also apply. Employers will agree jointly the number of Programmed Activities to be allocated for emergency work arising from on-call duties with the honorary employer(s) and the clinical academic as part of the integrated job planning process.

Work In Premium Time Exceeding Three Programmed Activities Per Week

6. The foregoing provisions are designed to cover situations where work in Premium Time is up to the equivalent of three Programmed Activities per week on average. Where work during Premium Time exceeds this average, the substantive employer, the honorary employer(s) and the clinical academic will agree appropriate arrangements.

DEFINITIONS

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.

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.

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.⁴⁹

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.