

**SENIOR ACADEMIC
GENERAL PRACTITIONER
SUBSTANTIVE CONTRACT
SUGGESTED CLAUSES (ENGLAND)**

August 2005

Senior Academic General Practitioner Substantive Contract: Suggested Clauses (England)

Preliminary Notes

- i) A senior academic GP is defined as a clinical academic specialising in Primary Care who has a substantive contract of employment with an HE institution at Senior Lecturer level or above and is considered to be undertaking duties and responsibilities commensurate with consultant clinical academic staff. S/he will be a registered general practitioner and practising clinician normally based in an undergraduate medical school. In addition, a senior academic GP will normally but not necessarily have an honorary contract with a partner NHS Trust and be expected to take part in joint job planning and joint appraisal.
- ii) Senior academic GPs will normally hold honorary NHS contracts, for clinical and/or research 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.
- iii) The following are suggested clauses to be incorporated into contracts of employment for senior academic GPs who perform services in the NHS in England on an honorary basis, where an institution has offered and the senior academic GP has accepted contractual arrangements that are comparable with the Terms and Conditions - Consultants (England) 2003.
- iv) 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 senior academic GP. Incorporation ensures parity in arrangements between senior academic GPs and their consultant clinical academic colleagues employed on contractual arrangements that are comparable with the Terms and Conditions - Consultants (England) 2003 and should assist recruitment to, and retention in, academic Primary Care.
- v) It is important to note that these are suggested clauses. Consideration should be given to the contract as a whole and its interface with any honorary contract and any separate arrangements to provide Direct Clinical Care services. The substantive employer should not be a party to any honorary contract.
- vi) Universities should reach an overarching agreement between themselves and relevant NHS PCT(s) or acute trust(s) whereby the University is not only indemnified against clinical negligence claims, where appropriate, 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).
- vii) 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 gained outside Higher Education (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) where appropriate.
2. The duties under any honorary contract with [specify NHS PCT(s) or acute 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 the new contractual arrangements. This is for administrative purposes only and will be without detriment to the level of seniority on which you transfer or, upon leaving this employment, your final salary payment.
5. Your basic salary, together with any payments for additional Programmed Activities (see paragraph 14 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 consultant clinical academics and no additional criteria will affect pay progression.
8. Following your integrated Job Plan review your University manager and your NHS manager (for the purposes of any 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 any honorary contract.
9. The University will make the final decision on pay progression, having consulted with your NHS employer(s), if any. 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 appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.

* Substantive employer to complete

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 any 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 any 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 any 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 Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee (CASSC) 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/at such other intervals 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.

Pay Supplements

Payment for Additional Programmed Activities

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

Clinical Excellence Awards

15. You are entitled to be paid a Clinical Excellence Award where the Advisory Committee on Clinical Excellence Awards has recommended that you receive an award. 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

concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service.

Premium Time

16. The provisions of Annex F will apply to recognise the unsocial nature of work contracted in Premium Time and the flexibility of clinical academics, including senior academic GPs, working at these times.

London Weighting

17. Further information is given in the accompanying guidance under paragraph 31.

Recruitment and Retention Premia

18. 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

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

Duties

20. Your duties under this contract will be jointly agreed with any honorary employer(s), through the integrated job planning process, taking account of the whole of your work, including any separate arrangements to provide Direct Clinical Care services. Your agreed duties will be included in a single, integrated Job Plan.

Annex A - Basic Salary and Payment for Additional Programmed Activities for Academic GPs Appointed to a Post at Senior Lecturer Level or above on or before <effective date to be determined at local level>

This Annex applies to academic GPs appointed to a post at Senior Lecturer level or above on or before <effective date to be determined at local level >. Annex B applies to those whose first appointment to a post at Senior Lecturer level or above was on or after <effective date to be determined at local level>. For the purposes of determining whether this Annex, or Annex B applies, the date of appointment will be regarded as the date on which the post was offered¹.

Date of Transfer

1. The earliest date of and procedure for transfer to contractual arrangements comparable with the Terms and Conditions – Consultants (England) 2003 will be determined at local level.
2. Progression through pay thresholds will be on the 1st of the month nearest the anniversary of transfer to these contractual arrangements, 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 new contractual arrangements. 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.

Pay Uplift

3. All the rates of pay set out in this Annex are at 2005/06 rates. The rates will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee 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/at such other intervals as may be varied from time to time.

Definition of Seniority

4. Both salary on commencement and eligibility for subsequent pay thresholds will depend on an academic GP's seniority (see Tables 1 and 2). For these purposes seniority is to be measured as the sum of the number of aggregated whole years completed as an academic GP at senior lecturer level or above, plus the point on the old consultant scale when first appointed on that scale, plus any additional credited seniority (in aggregated whole years) to reflect equivalent experience gained outside Higher Education and/or flexible training (see below).
5. The University will credit appropriate additional seniority to reflect any relevant and equivalent experience gained outwith Higher Education, including any periods of

¹ For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given.

time spent in full-time academic teaching and research at a comparable level, 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 senior academic GP'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 senior academic GP is not prevented from becoming eligible for the maximum pay threshold they 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 on first appointment as a senior academic GP).

Basic Pay on Commencement

7. On commencement, the value of basic salary – and of payments for any additional Programmed Activities – will:
 - for full-time senior academic GPs, be as set out in Table 1; or
 - for part-time senior academic GPs (i.e. those with a total commitment of less than 10 Programmed Activities), be pro-rata to the levels set out in Table 1, based on the number of agreed weekly Programmed Activities in the senior academic GP's integrated Job Plan.

Table 1: Salary on Commencement

Level of seniority (years)	Salary on commencement (full-time) (2005/06)
1	£69,298
2	£69,847
3	£70,395
4	£70,949
5	£75,899
6	£76,996
7-29	£78,094
30+	£83,320

8. The value of an Additional Programmed Activity (APA) is 10% of basic salary.

Where a senior academic GP holds a local clinical excellence award, the value of an APA is increased by 10% of the value of the clinical excellence award received.

Where a senior academic GP holds a higher clinical excellence award, the value of an APA is increased by 10% of the value of the maximum level of a local clinical excellence award (i.e. £33,468 from 1 April 2005) available.

Pay Thresholds

9. Senior academic GPs will become eligible for pay thresholds at the intervals set out in Table 2 on the 1st of the month nearest the anniversary of transfer to these contractual arrangements.
10. The value of pay thresholds for full-time senior academic GPs will be as set out in Table 2.
11. The value of pay thresholds for part-time senior academics GPs will be pro-rata to the levels in Table 2, based on the number of agreed weekly Programmed Activities in the senior academic GP's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time senior academic GPs.

Table 2: Seniority and Thresholds

Seniority	Pay threshold	Salary for senior academic GPs who receive pay threshold (full-time) (2005/06)	Number of years' service before eligibility for threshold (since previous threshold)
30+	7	£88,547	One year
	8	£93,768	One year
21-29	6	£83,320	One year
	7	£88,547	One year
	8	£93,768	One year
20	6	£83,320	One year
	7	£88,547	Two years
	8	£93,768	One year
19	6	£83,320	One year
	7	£88,547	Two years
	8	£93,768	Two years
18	6	£83,320	Two years
	7	£88,547	One year
	8	£93,768	Two years
17	6	£83,320	Two years
	7	£88,547	Two years
	8	£93,768	Two years
16	6	£83,320	Three years
	7	£88,547	One year
	8	£93,768	Three years
15	6	£83,320	Three years
	7	£88,547	One year
	8	£93,768	Four years
14	6	£83,320	Three years
	7	£88,547	Two years
	8	£93,768	Four years
13	6	£83,320	Three years
	7	£88,547	Two years
	8	£93,768	Five years
12	6	£83,320	Three years
	7	£88,547	Three years
	8	£93,768	Five years
11	6	£83,320	Four years
	7	£88,547	Three years
	8	£93,768	Five years
10	6	£83,320	Four years
	7	£88,547	Four years
	8	£93,768	Five years
9	6	£83,320	Four years
	7	£88,547	Five years
	8	£93,768	Five years

Seniority	Pay threshold	Salary for senior academic GPs who receive pay threshold (full-time) (2005/06)	Number of years' service before eligibility for threshold (since previous threshold)
8	6	£83,320	Five years
	7	£88,547	Five years
	8	£93,768	Five years
7	6	£83,320	Five years
	7	£88,547	Five years
	8	£93,768	Five years
6	5	£78,094	One year
	6	£83,320	Four years
	7	£88,547	Five years
	8	£93,768	Five years
5	*	£76,996	One year
	5	£78,094	One year
	6	£83,320	Four years
	7	£88,547	Five years
	8	£93,768	Five years
4	3	£69,165	One year
	4	£75,899	One year
	5	£78,094	One year
	6	£83,320	Three years
	7	£88,547	Five years
	8	£93,768	Five years
3	*	£72,596	One year
	4	£75,899	One year
	5	£78,094	One year
	6	£83,320	Four years
	7	£88,547	Five years
	8	£93,768	Five years
2	2	£71,498	One year
	4	£75,899	One year
	5	£78,094	One year
	6	£83,320	Five years
	7	£88,547	Five years
	8	£93,768	Five years
1	*	£70,395	One year
	3	£73,699	One year
	4	£75,899	One year
	5	£78,094	One year
	6	£83,320	Five years
	7	£88,547	Five years
	8	£93,768	Five years

* For senior academic GPs 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 Senior Academic GPs Appointed on or after <effective date to be determined at local level>

1. This Annex applies to senior academic GPs appointed on or after <effective date to be determined at local level>. For these purposes, the date of appointment will be regarded as the date on which the post was offered¹.

Pay Uplift

2. All the rates of pay set out in this Schedule are at 2005/06 rates. The rates will be uplifted in line with the recommendations of the Universities and Colleges Employers Association’s Clinical Academic Staff Salaries Committee 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/at such other intervals as may be varied from time to time.

Basic Pay and Pay Thresholds

3. 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 Table 1.

Table 1: Pay Thresholds

Threshold	Period before eligibility for threshold	Basic salary (full-time) (2005/06)
1	N/A (normal starting salary)	£69,298
2	One year	£71,498
3	One year	£73,699
4	One year	£75,899
5	One year	£78,094
6	Five years	£83,320
7	Five years	£88,547
8	Five years	£93,768

4. 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 4 to 6 of Annex A.

¹ For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given.

5. Senior academic GPs will become eligible for additional pay thresholds at the intervals set out in Table 1.
6. The value of pay thresholds for part-time senior academic GPs will be pro-rata to the levels in Table 1, based on the number of agreed weekly Programmed Activities in the senior academic GP's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time senior academic GPs.

Annex C – Additional Programmed Activities and Spare Professional Capacity

1. Where a senior academic GP intends to undertake private work other than such work specified in his or her integrated Job Plan (including work specified in any honorary contract), whether for the NHS, for the independent sector, or for another party, the provisions in this Annex will apply.
2. Where a senior academic GP intends to undertake such work:
 - the a senior academic GP will first consult with his or her responsible manager(s);
 - employing organisations may, but are not obliged to, offer the senior academic GP 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 any honorary employer(s) may each offer additional Programmed Activities, but the senior academic GP 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 senior academic GPs prospectively agree to additional Programmed Activities these will be remunerated;
 - employing organisations will normally put any such offer to the senior academic GP at the annual Job Plan review. Unless they and the senior academic GP 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 senior academic GP has to re-schedule external commitments;
 - there will be a minimum notice period of three months for termination of these additional activities. If a senior academic GP 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 senior academic GPs 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 senior academic GPs 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 any honorary employer(s), that the same level of activity should form part of their

integrated Job Plan under these new contractual arrangements will not be expected to offer any additional work on top of this;

- part-time senior academic GPs who wish to use some of their non-contracted time to do private work will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
3. If a senior academic GP declines the opportunity to take up any additional Programmed Activities that are offered in line with the provisions above, and the senior academic GP 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 senior academic GP in the group accepts the work, there will be no impact on pay progression for any senior academic GP in the group.
 4. The provisions in this Annex are without prejudice to the possibility that the senior academic GP 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 senior academic GP, setting out for the purposes of decisions on pay thresholds whether the senior academic GP 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 senior academic GP'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 senior academic GP, under the provisions of Annex C;
 - met any standards of conduct, required by either employer, governing the relationship between private work and contractual commitments.
2. The Dean (or his/her nominee), informed by the joint job planning recommendation, will decide each year whether the senior academic GP 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 senior academic GP should nonetheless be regarded as having met the criteria for that year.
4. Senior academic GPs should not be penalised if objectives have not been met for reasons beyond their control. Employers and senior academic GPs 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 senior academic GPs to achieve pay progression. Pay progression may only be deferred where the senior academic GP 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 senior academic GPhas 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 Framework¹ 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 senior academic GPs who are employed in the NHS consultant equivalent 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 senior academic GP 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 senior academic GP, or (in the case of a disputed Job Plan) the University manager or the NHS manager, may refer the matter to the Dean (or his/her nominee) who will consult with the NHS Medical Director (or other appropriate person). If the Dean (or his/her nominee) or Medical Director (or other appropriate person) is one of the parties to the initial decision, the referral will be to an appropriate, designated other person. Where a senior academic GP 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 senior academic GP 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 senior academic GP, 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 NHS manager, the senior academic GP will be invited to set out his or her position or view on the matter;

¹ Local guidelines may be agreed to supplement this Framework.

- the Dean (or his/her nominee), working with the Medical Director (or other appropriate person) will convene a meeting, normally within four weeks of receipt of the referral, with the senior academic GP 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 other 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 Executive², and inform the senior academic GP and the responsible managers of that decision or recommendation in writing;
- in the case of a decision on whether the criteria for a pay threshold have been met, the Vice Chancellor will inform the senior academic GP, the Dean (or his/her nominee) and Medical Director (or other appropriate person) and the responsible managers of his or her decision in writing;
- if the senior academic GP 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 Executive², 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 senior academic GP;
 - iv) a member chosen by the University from the list of individuals approved by the Strategic Health Authority and the BMA and BDA.

² The Chief Executive of the (lead) NHS Trust or PCT holding the clinical academic's honorary contract.

which will also be used for job planning appeals for NHS consultants. The list will also include a number of clinical academics, including senior academic GPs if possible, 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.

- v) a member chosen by the senior academic GP 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 senior academic GP 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 speciality.
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 senior academic GP 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 senior academic GP will have effect from the date on which the senior academic GP 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. 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 senior academic GPs 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.

Work In Premium Time Exceeding Three Programmed Activities Per Week

5. 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 senior academic GP will agree appropriate arrangements.

DEFINITIONS

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

- the provision of professional services by private arrangement; 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 senior academic GP’s Job Plan.

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

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

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

Substantive Employer: the employer issuing the senior academic GP’s substantive contract of employment. This will normally be a University.