

**GUIDANCE NOTES
FOR THE EMPLOYMENT OF
CONSULTANT CLINICAL ACADEMICS (ENGLAND)**

2013

Guidance notes for the employment of consultant clinical academic doctors and dentists (England)

Preamble

- i) This guidance applies to clinical academic doctors and dentists in posts that are equivalent to consultant grade posts in the NHS. It is intended to inform both the substantive employer and the honorary employer(s) in the management of the clinical academic consultant contract where a clinical academic is employed on comparable terms to the 'Terms and Conditions - Consultants (England) 2003'.
- ii) Associated documentation is set out below:

Document	Purpose
Consultant Clinical Academics – Principles for Applying the Consultant Contract	A policy document setting out principles for applying the proposed NHS consultant contract (England) to clinical academic staff in England. The document was agreed between the Department of Health, the Department for Education and Skills, the British Dental Association, the British Medical Association, the Universities and Colleges Employers Association and the NHS Confederation. This document does not in itself form part of the contract documentation, but its agreed principles have underpinned the development of the contract documentation for clinical academics.
Consultant Clinical Academic Substantive Contract – Suggested Clauses (England)	Agreed clauses that should be incorporated into the substantive contract issued to a clinical academic (normally by a University). These clauses enable parity with the NHS pay arrangements to be achieved.
Honorary Consultant Contract (England)	A model honorary contract for use by NHS organisations employing clinical academics on honorary (unpaid) contracts.
Terms and Conditions – Consultants (England) 2003	The Terms and Conditions, associated with the honorary contract, were agreed between the Central Consultants and Specialists Committee of the BMA, the NHS Confederation and the Department of Health in September 2003. This document forms the basis for the employment of NHS consultants and applies to honorary contract holders, subject to the provisions of Schedule 23 of the Terms and Conditions. See also Appendix I.

- iii) The special nature of the clinical academic consultant's job derives from its two major components, academic and clinical, which are of equal importance and together make up the integrated workload. The integrated commitments require the clinical academic consultant to give equal priority to University and NHS activity within a contractual framework that supports flexible working practices.

- iv) The contract documentation for clinical academics has been agreed in the spirit of joint working between stakeholders. The two parts of the contract and this guidance are based on the agreed 'Consultant Clinical Academics – Principles for Applying the Consultant Contract' and the principles in the recommendations of the [Follett report](#)^{*}. In particular:
- NHS and University organisations involved in medical education and research should be 'working together 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.
- v) These principles are embodied in the concept of job planning and the single integrated Job Plan that will be agreed for a clinical academic. The integrated job planning process ensures that all stakeholders have clarity about the duties that have been agreed for an individual clinical academic. The integrated process also ensures joint working between the University and the NHS employers.

* 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.

Appointment

1. All appointments should be made jointly by the substantive and honorary employers having regard to guidance on joint recruitment issued by UCEA. This guidance is based on the key Follett report recommendation that:
 - the job descriptions for new and replacement senior NHS and University staff posts with academic and clinical duties should be jointly prepared and formally agreed by both partners prior to advertisement.
2. In order to serve in the NHS on an honorary basis, a clinical academic must be included on the appropriate register held by the General Medical Council and/or the General Dental Council, and hold a valid licence to practise.
3. On appointment a jointly agreed induction programme should be arranged by the substantive and honorary employers.

Clinical academics employed by more than one NHS organisation

4. In some cases a clinical academic may undertake work for a number of NHS organisations under the provisions of a single honorary contract. Where this is the case:
 - (i) a lead NHS employer should hold the honorary contract and represent all the NHS organisations involved for the purposes of the integrated Job Plan review;
 - (ii) it should be clear from an individual's honorary contract that he or she is expected to undertake work for other employers. To ensure this, the duties for all NHS employers, including locations, should be specified in the integrated Job Plan;
 - (iii) it should be clear at all times where liability falls (i.e. which NHS organisation will take responsibility under the Clinical Negligence Scheme for Trusts); and
 - (iv) the other NHS organisations should agree to indemnify the lead employer for any losses or liability that the lead employer might otherwise incur as a result of negligence. These indemnities could be given in correspondence, or an appropriately worded Service Level Agreement, signed by all the NHS employers involved.

Duties and responsibilities

5. All duties undertaken by clinical academics should be expressed as Programmed Activities in the integrated Job Plan. A Programmed Activity is a period of activity, typically equivalent to 4 hours' work, although in some cases activities will be included in the integrated Job Plan as part Programmed Activities. A full-time clinical academic will normally be contracted for a total of 10 Programmed Activities per week.
6. All of a clinical academic's duties involving Direct Clinical Care should be included in a work schedule that will normally cover a week, or a number of weeks. For some activities, such as research, other academic activities and emergency work while on-call, that are often undertaken at irregular times, the Programmed Activity may be a prospective estimate of the amount of time that will be allocated to these duties over a longer period of time. It is recognised that some activities, such as research, may be undertaken in a flexible way. Where a clinical academic finds that in practice the amount of time worked on a particular activity differs from the number of Programmed Activities allocated to it, the integrated job planning process will be used to address this. Programming of duties will ensure compliance with the Working Time Regulations.
7. Direct Clinical Care duties include, but are not limited to:
 - a dental teaching clinic where patients are treated under the direct supervision of the clinical academic as part of the patient's ongoing clinical care, or where organised for dental teaching.
 - a medical outpatient clinic where patients are treated as part of their ongoing clinical care, with students in attendance.

Job Planning

8. The duties of a clinical academic will be set out in a single, integrated Job Plan. The integrated Job Plan will cover all of the clinical academic's professional duties for both the substantive employer and the honorary employer. Although the integrated Job Plan may be agreed with a lead honorary employer acting on behalf of a number of NHS organisations, the Job Plan will include duties undertaken for all NHS organisations. The integrated Job Plan will be expressed in terms of Programmed Activities.
9. The integrated Job Plan should be jointly agreed between the substantive employer, the honorary employer and the clinical academic. In most cases a representative of both the substantive employer and the honorary employer will be present at a Job Plan review. However, in exceptional cases and with the agreement of all parties, one individual may represent both employers and agree the integrated Job Plan with the clinical academic.
10. The integrated Job Plan must be reviewed at least annually and any party may propose amendment at any time.

11. In line with the key recommendations of the Follett report, a clinical academic's management and accountability arrangements for both employers should be set out in the integrated Job Plan.
12. Clinical academics will not be expected to carry out work that has not been agreed in the Job Plan except where dealing with unexpected emergency work when on-call.
13. See [NHS Employers](#) for detailed guidance on job planning

Job Planning Flexibilities

14. The contractual arrangements for clinical academics allow, by agreement between clinical academics and employers, for flexible timetabling of commitments over a period. Flexible timetabling could help meet varying service needs by allowing adjustment to working patterns at different times of the year and facilitate teaching and research requirements. Examples could include:
 - offering the flexibility for a consultant to focus on an intensive research project for part of the year or to alternate clinical and teaching duties across the year;
 - term time working;
 - consultant of the week arrangements.
15. There will be scope for local variation of the Job Plan to take account of individual circumstances and University or NHS service needs; for example, in terms of management, research and development and teaching duties. The proportion of NHS Programmed Activities allocated to Direct Clinical Care compared with Supporting Professional Activities will typically be 3 to 1. There are flexibilities in the honorary contract to agree a different ratio for individual clinical academics. These flexibilities are covered at 7.2 of the honorary contract (see also the associated guidance on Part-Time and Flexible Working).
16. A University department, or specialist clinical group within a department, may undertake to provide a defined amount of clinical service in a particular specialty. Such an arrangement has advantages for the NHS and University in terms of flexibility and continuity of service provision. Such an arrangement may be considered between a University and an NHS organisation working together. This can be achieved by means of a service level agreement between the University and the relevant NHS body and implemented via individual integrated Job Plans.

Mediation and appeals

17. Where a dispute arises from the integrated job planning process or decisions about pay progression, a clinical academic will be entitled to appeal, subject to informal attempts at reaching a resolution having failed. Any appeal will be jointly conducted by both employers and the appeals panel will include representation from both the

substantive employer and the honorary employer and equivalent representation acting on behalf of the appellant. A Mediation and Appeals Framework is set out at Annex B of the honorary contract and Annex E of the substantive clauses document.

On-call

18. Clinical academics can be required to participate in an on-call rota as part of their duties under their honorary contract. Participation in an on-call rota will attract a pay supplement, as defined in the substantive contract of employment and Schedule 16 of the 'Terms and Conditions - Consultants (England) 2003' associated with the honorary contract.
19. In some cases a clinical academic's duties for the substantive employer may comprise an on-call commitment, for example as part of a patient-based research project. This should also be recognised as a commitment in the integrated Job Plan.

Additional Programmed Activities

20. Clinical academics may agree to undertake additional Programmed Activities on behalf of either employer. If they do so, these will be remunerated at the standard NHS rate applicable to the time of day. Normally both employers will have the option of offering one additional Programmed Activity, although agreeing to additional Programmed Activities will be voluntary on the part of the clinical academic.
21. In some cases, where it is agreed with both employers, all additional Programmed Activities may be contracted for with one employer.

Additional Programmed Activities and spare professional capacity

22. Where a clinical academic undertakes privately remunerated work outside the terms of his or her substantive contract, that has not been expressly agreed in the integrated Job Plan, he/she may be asked by either the honorary employer or the substantive employer to undertake one additional Programmed Activity. Agreeing to undertake an additional Programmed Activity, if asked to do so, will form part of the criteria for pay progression. Where an additional Programmed Activity is undertaken it will be remunerated at the standard NHS rate applicable to the time of day.
23. Either employer may offer additional Programmed Activities to a clinical academic under the private practice rules referred to in paragraph 22. The split of any agreed additional Programmed Activities that are to be undertaken for the honorary employer and the substantive employer will be agreed as part of the integrated job planning process. Where a full-time clinical academic who is working the equivalent of 11 Programmed Activities or more transfers to the new contract and it is agreed that the same level of activity should form part of his/her integrated Job Plan under the new contract, he/she will not be expected to offer any additional work on top of this.
24. The requirement to offer an additional Programmed Activity because a clinical academic undertakes private practice (see paragraph 22) does not apply where the

profits from that work are retained by, or used for the benefit of, the substantive employer. Where such privately remunerated work is undertaken, it should be agreed as part of the integrated job planning process.

Fee paying services

25. Where any separate duties for which fees are payable are undertaken explicitly on behalf of the substantive employer, the normal rules that the substantive employer applies to such work will apply. For all other Fee Paying Services the provisions of Schedule 10 of the 'Terms and Conditions – Consultants (England) 2003' will apply.

Intellectual property

26. It is recognised that both NHS organisations and academic institutions have policies relating to intellectual property rights. In the case of the NHS these procedures will be in line with 'The NHS as an Innovative Organisation Framework and Guidance on the Management of Intellectual Property in the NHS'. There should be a local agreement concerning the intellectual property rules that will apply to a particular job, or research project, where the development of intellectual property may occur as a result of both parts of a clinical academic's duties. Local agreements will also address any potential conflicts between the policies of NHS organisations and academic institutions.

Research Governance

27. Clinical academics are expected to comply with their employers' procedures for research governance. In the case of honorary NHS employers these procedures will be in line with the Department of Health 'Research Governance Framework for Health and Social Care'. Local agreements will also address any potential conflicts between the policies of NHS organisations and academic institutions.

Basic salary

Commencement of Employment

28. In setting starting salary employers are expected to take into account all previous NHS service in the consultant grade and any equivalent experience in another EU member-state. Employers may also, at their discretion, take into account consultant level experience outside the NHS, for example including:

- employment outside the EEA;
- voluntary service;
- employment in the independent sector;
- service in HM armed forces; and

- employment in an academic institution other than that of the substantive employer.

On appointment to a consultant clinical academic post Associate Specialists should be paid in accordance with Paragraph 3 Annex B of Consultant Clinical Academic Suggested Clauses (England)

Salary should be agreed between the substantive employer and the honorary employer. The substantive employer should credit starting salary with additional 'seniority' to take account of any relevant (equivalent) experience [**Note: normally, but not exclusively senior lecturer, reader or professorial level experience**] and retains discretion to take account of any relevant academic qualifications. In practice the honorary employer may agree that the substantive employer will determine starting salary, referring to the honorary employer only in unusual cases.

Pay Uplift

29. Where a University contract is based on parity in arrangements with the NHS a clinical academic's basic salary is linked to the pay scale for substantive NHS consultants. The rates of pay, including pay thresholds and consequential rates of payment for additional Programmed Activities, will be uplifted in line with the recommendations of the New JNCHES arrangements for clinical academic doctors and dentists, 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.

London Weighting Allowance

30. A London Weighting Allowance (if applicable) should be paid, by the substantive employer, at the same rate as for substantive NHS consultants (pro-rata for part-time staff). The rate of the London Weighting Allowance may be updated from time to time. Any amendment will be published.

Recruitment or Retention Premia

31. University employers and honorary employers may jointly agree, on appointment or as part of the integrated job planning process as appropriate, to pay either a recruitment or a retention premium. Payments may be made as a single sum, or on a recurrent basis, but for a time limited period. If the latter, the period in question will not typically last for more than four years. Such premia will not exceed more than 30% of the normal starting salary for a consultant post.

Pay progression

32. Representatives of both employers will jointly agree a recommendation to the substantive employer about decisions on pay progression. The final decision will rest with the substantive employer. A single set of criteria for pay progression should be set out in the substantive contract and will be based on Schedule 15 of the

'Terms and Conditions - Consultants (England) 2003'. Neither employer will be able to add additional criteria.

33. As with disputes arising from job planning, a clinical academic will be entitled to appeal against a decision on pay progression. Such an appeal will be lodged with the substantive employer. It will be the substantive employer's responsibility to demonstrate why a particular decision was taken drawing, if necessary, on the views of the honorary employer.

Pay supplements

Premium Time

34. Where contracted work is undertaken in 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. If, by mutual agreement, a Programmed Activity in Premium Time lasts for four hours or more, an equivalent enhancement to payment may be agreed.

On-call Availability Supplements

35. On-call availability supplements will also be payable (see paragraph 18).

Clinical Excellence Awards, Distinction Awards and Discretionary Points

36. Clinical academics are eligible for national clinical excellence awards. The award of a clinical excellence award will subsume the value of any discretionary points or distinction awards held by the consultant. Discretionary points or distinction awards can continue to be held, but no new awards will be made.

If a distinction award or clinical excellence award is removed or downgraded, the consultant will normally continue to be paid the value of the award he or she received at the time this decision was made. This will be taken into account in the calculation of the consultant's pension in the normal way.

In exceptional circumstances, a consultant may lose the value of the award as well as the award itself. This may affect the value of the consultant's pension depending on the date on which this deduction was made.

Pension

37. Clinical academics who are continuing contributors to the NHS Pension Scheme have the option to contribute to the Universities Superannuation Scheme or to remain in the NHS Pension Scheme, subject to the terms of that scheme.
38. The following will be pensionable in the NHS Pension Scheme:

- the clinical academic's basic salary (up to ten Programmed Activities), including pay thresholds;
- enhancements to basic salary by way of any discretionary points, distinction awards or clinical excellence awards;
- any on-call availability supplement;
- London Weighting Allowance; and
- fees for domiciliary visits not undertaken during Programmed Activities.

39. The following will not be pensionable in the NHS Pension Scheme:

- travelling, subsistence, and other expenses paid as a consequence of the clinical academic's work for the employing organisation or the wider NHS;
- any recruitment or retention premium;
- any payments for additional Programmed Activities; and
- any payments for work the clinical academic undertakes for Local Authorities, subject to local agreements to the contrary.

Annual and special Leave

40. Annual leave entitlement for clinical academics will be determined by the substantive employer, but should be no less favourable than those agreed for substantive NHS consultants. NHS consultants normally receive 6 weeks' annual leave, with an extra two days' leave awarded in recognition of sustained commitment to the NHS for consultants with more than seven years' seniority. Arrangements for study, sabbatical and other kinds of leave will be determined by the substantive employer following appropriate consultation with the honorary employer where there may be an impact on NHS services.

41. Where a clinical academic intends to take annual leave, the timing should be agreed in advance. Annual leave will not be unreasonably withheld by either employer. Wherever possible, provisions for taking annual leave will be agreed as part of the integrated job planning process.

Disciplinary matters

42. Wherever possible, any issues relating to conduct and competence should be identified and resolved without recourse to formal procedures. Where disciplinary action is taken against a clinical academic, either the substantive employer's disciplinary procedures, or the honorary employer's disciplinary procedures may be used, depending on which are most appropriate to the circumstances.

43. Should the substantive employer contemplate taking disciplinary action against a clinical academic, the clinical academic should be given the opportunity to respond to the matter raised as part of the preliminary investigation. If it is deemed necessary to proceed to a disciplinary hearing, the substantive employer should inform the honorary employer (or the lead employer if a clinical academic holds honorary contracts with more than one NHS employer) and keep the honorary employer informed at all stages thereafter. Similarly, if the honorary employer contemplates taking disciplinary action against a clinical academic, the clinical academic should be given the opportunity to respond to the matter raised as part of the preliminary investigation. If it is deemed necessary to proceed to a disciplinary hearing, the honorary employer should inform the substantive employer and keep the substantive employer informed at all stages of the process thereafter. Should any disciplinary matter result in formal mediation, or an appeal, there should be representation from both employers at all stages including representation on any appeal panel.
44. It should be noted that involvement of the honorary employer in the disciplinary procedures of the substantive employer will not necessarily obviate the need for the honorary employer to initiate a disciplinary process of its own if appropriate. Similarly, if the substantive employer is involved in the honorary employer's procedures, it may still need to take separate disciplinary action.
45. Should either the substantive employer, or the honorary employer, terminate the contract, this may have implications for the other contract.

Termination of contract

46. Should the substantive contract be terminated, there should be a review of the honorary (unpaid) contract. The contract will be reviewed with a view to continuing the clinical academic's employment with the NHS where appropriate. Similarly, if the honorary contract is terminated there may need to be a review of the substantive contract.

In cases where the employment is terminated, a clinical academic may be required to work his or her notice, or, if the employing organisation considers it more appropriate, a clinical academic may be paid in lieu of notice, or paid through the notice period but not required to attend work.

Appendix I

Attached below for ease of reference is the text of Schedule 23 from the '[Terms and Conditions - Consultants \(England\) 2003](#)'. The latest version of the 'Terms and Conditions – Consultants (England) 2003' is available at www.nhsemployers.org. If the University has a scheme in place for those temporary schedules that do not currently apply then the terms of the university scheme will apply to clinical academics.

Schedule 23 – Application Of Terms And Conditions Of Service For NHS Consultant Clinical Academics

1. The following schedule applies to consultant clinical academics holding an honorary (unpaid) NHS contract and a substantive contract of employment with an academic institution (normally a University) which is responsible for remunerating the whole of the consultant clinical academic's duties. Such duties will be agreed in an integrated Job Plan. In managing the contracts of consultant clinical academics, NHS employers shall be informed by the 'Guidance Notes for the Employment of Consultant Clinical Academics (England) 2003 (amended September 2009).
2. **This schedule does not form any part of a contract with a non-NHS employer.**
3. Table 1 sets out the Schedules of these terms and conditions that shall apply to which they apply to the honorary consultant post held by a clinical academic.
4. **Reference to supporting guidance is given to facilitate implementation only and is not part of the contract.**

Table 1 – Application of Schedules to Honorary Consultant Posts

Schedule 1	Commencement of Employment	Shall apply (see also paragraph 28 of accompanying guidance)
Schedule 2	Associated Duties and Responsibilities	Shall apply, except that, where a clinical academic is asked to deputise for an absent colleague (paragraph 3), account shall be taken of the clinical academic's duties for the substantive employer.
Schedule 3	Job Planning	Shall apply, except that: <ul style="list-style-type: none"> • the substantive employer shall be party to a joint job planning process. • the recommendation on pay progression (paragraph 21) shall be a joint recommendation, agreed between the substantive employer and the honorary employer. And, • where the clinical academic's duties or responsibilities have changed during the year the substantive employer will also be able to propose amendment to the job plan. <p>There should be appropriate application of the</p>

		Follett principles in the agreement of clinical academic integrated job plans, outlined in the accompanying guidance.
Schedule 4	Mediation and Appeals	Shall not apply. The provisions of Annex B of the honorary consultant contract (England) replace Schedule 4 for clinical academics.
Schedule 5	Recognition for Emergency Work Arising from On-Call Duties	Shall apply.
Schedule 6	Extra Programmed Activities and Spare Professional Capacity	Shall apply. The requirement for the individual to undertake one additional Programmed Activity (if offered by either employer) before undertaking private practice should apply to clinical academics where they personally profit from undertaking privately remunerated clinical work. Where the proceeds are retained by, or used to the benefit of, the University there should be no expectation that he or she should undertake an additional Programmed Activity in order to qualify for pay progression. The utilisation of additional Programmed Activities should be subject to agreement between the clinical academic consultant, the University employer and the honorary NHS employer.
Schedule 7	Premium Time	Shall apply.
Schedule 8	On-Call Rotas	Shall apply.
Schedule 9	Provisions Governing The Relationship Between NHS Work, Private Practice and Fee Paying Services	Shall apply, except that the substantive employer's rules about undertaking private practice may also apply.
Schedule 10	Fee Paying Services	Shall apply. Any separate fee paying services undertaken explicitly on behalf of the academic employer will be exempt from NHS rules.
Schedule 11	Principles Governing Receipt of Additional Fees	Shall apply. Any separate fee paying services undertaken explicitly on behalf of the academic employer will be exempt from NHS rules.
Schedule 12	Other Conditions of Employment	Shall apply, except that paragraph 2 will not normally apply.
Schedules 13 – 15	Salary and Pay Thresholds	Clinical academic pay is covered by the substantive contract.
Schedule 16	Pay Supplements	Shall apply, except that: <ul style="list-style-type: none"> all payable supplements, including (where appropriate) London weighting and Recruitment or Retention Premia, will be paid by the substantive employer. Any Recruitment and Retention Premia will be jointly agreed on appointment or as part of the integrated job planning process. Paragraphs 9 to 15 shall not apply.
Schedule 17	Pension Arrangements	Clinical academics who are continuing contributors to the NHSPS shall have the option to contribute to the USS or to remain in the NHSPS, subject to the terms of that

		scheme.
Schedule 18	Leave and Public Holidays	Does not apply, except that: <ul style="list-style-type: none"> • Leave entitlement for clinical academics will be determined by the University employer, but should be no less favourable than that available in the NHS; and • The timing of leave will need to be agreed in advance with both employers.
Schedule 19	Termination of Employment	Shall apply.
Schedule 20	Incorporated General Council Conditions of Service	The contract does not change any existing applicability of General Whitley Council provisions.
Schedule 21	Model Provisions for Expenses – NHS Consultants	Shall apply, except that: <ul style="list-style-type: none"> • only costs incurred during the course of carrying out duties under the honorary contract may be claimed.
Schedule 22	Locum Consultants	Shall apply.
Schedule 24	Maternity Leave and Pay (Temporary Schedule)	Maternity leave and pay for clinical academics will be determined by the university employer
Schedule 25	Employment Break Scheme (Temporary Schedule)	If the university employer operates an employment break scheme, the terms of that scheme will apply to clinical academics.
Schedule 26	Redundancy Pay (Temporary Schedule)	Redundancy pay for clinical academics will be determined by the university employer.
Schedule 27	Caring for Children and Adults (Temporary Schedule)	If the university employer operates a scheme, the terms of that scheme will apply to consultant clinical academics
Schedule 28	Flexible working arrangements (Temporary Schedule)	If the university employer operates a scheme, the terms of that scheme will apply to consultant clinical academics.
Schedule 29	Balancing Work and Personal Life (Temporary Schedule)	If the university employer operates a scheme, the terms of that scheme will apply to consultant clinical academics.

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.

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.

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.

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.