



## **Conditions of Service for Consultant Clinical Academic Staff Holding an NHS Honorary Consultant Contract**

This document sets out the Conditions of Service which apply to Consultant Clinical Academic Staff of the University of Edinburgh who hold an NHS honorary Consultant Contract and are employed on the following grades: ACN4, ACT4, AMN4, AMT4, ACN3, ACT3, AMN3 and AMT3. Please read these conditions carefully. Should you require further clarification you may contact your College or Professional Services Group Human Resources team. All policy documents referred to in this document are available at <http://www.ed.ac.uk/human-resources>

### **Definitions**

In this statement the following expressions have the following meaning:

**Job Plan:** the duties agreed by you and the University taking account of the whole of our work for the University and under any honorary contract. The Job Plan is based on the work which has been jointly agreed between you, the University and the NHS prior to appointment or transfer to the new contract for clinical academic consultants. This definition is equivalent to the term "integrated job plan" as used in the NHS Handbook and other NHS documentation.

**Job Plan Review:** the annual or interim review of your Job Plan as detailed in the NHS Handbook (attached to this statement as Schedule 1, section 13.3)

**Programmed Activity (PA):** a scheduled period, equivalent to four hours in respect of clinical activities and nominally equivalent to four hours in respect of academic activities, during which you undertake Contractual and Consequential Services.

**Extra Programmed Activity (EPA):** Extra Programmed Activities (EPAs) are those in excess of 10 per week for full-time honorary consultants and in excess of the number of programmed activities in the main contract agreed for part-time honorary consultants.

**NHS Handbook:** the handbook dated April 2004 and any amendments, revisions or new drafts of the same.

**NHS Organisation:** The NHS Board or other organisation where clinical work at honorary consultant level will be conducted. This definition is equivalent to the defined term "NHS Employer" as used in the NHS Handbook and other NHS documentation.

## **Introduction**

Salaries and conditions of service for clinical academic staff are the subject of agreement by collective negotiation.

Full details of the National Health Service, Hospital Medical and Dental Staff and Doctors in Public Health and Community Health Service (Scotland), Consultant Grade, Terms and Conditions of Service April 2004 ("the NHS Handbook"), linked guidance and amendments to the Terms and Conditions of Service as set out in Annexes A, B and C can be found at ([http://www.scot.nhs.uk//sehd/pcs/PCS2004\(DD\)02.pdf](http://www.scot.nhs.uk//sehd/pcs/PCS2004(DD)02.pdf)) Note that Schedules 1 and 2 mentioned below are extracts from the NHS Handbook.

You will be accountable to the University through a contract governed by this statement of conditions of service and via an honorary contract to each NHS organisation where you undertake clinical work. Where there are variations between this statement and the NHS Handbook, its appendices or linked guidance, this statement will prevail.

## **Academic Freedom**

If you hold a contract of employment with the University as a Professor, Reader, Senior Lecturer or Lecturer or are otherwise engaged in teaching, the provision of learning or research, your employment is subject to the principles of academic freedom as enshrined in the relevant Statutes, and the Ordinances and Regulations of the University. In particular, all such employees shall have freedom within the law to hold and express opinions, to question and test established ideas or received wisdom, develop and advance new ideas or innovative proposals and to present controversial or unpopular points of view without placing in jeopardy the appointments they hold or any entitlements or privileges they enjoy.

## **Equality and Diversity**

The University of Edinburgh is committed to equality of opportunity for all its staff and students and promotes a culture of inclusivity. It has a range of policies and procedures in place to provide a workplace that embraces diversity and is free from any potential bias. More details can be found via the Equality and Diversity Home Page at: [www.ed.ac.uk/equality-diversity](http://www.ed.ac.uk/equality-diversity).

## **Section 1 - Working Arrangements**

### **Duties**

Your duties will be jointly agreed with your NHS Organisation, through the job planning process, taking account of the whole of your work. Your agreed duties will be included in the Job Plan.

You are required to carry out the duties applicable to your post as specified in the Job Plan and as reasonably assigned by your Head of School or Division, or in the case of Head of School or Division, by the Dean or Court Officer or such other person acting on their behalf to whom you will also report. The University reserves the right to amend the role to take into account the changing needs of the business. You may, from time to time, be required to undertake additional or other duties as necessary to meet these needs.

There will be a joint process for annual review of the Job Plan. The template and guidance on completion of it can be accessed from the HR Department website at:

<http://www.ed.ac.uk/human-resources/about/in-colleges/medicine-vet-medicine/clinical-staff-information/consultants-job-planning>

Further information on this non-contractual process can be found in Schedule 1 attached. Work for both the University and the NHS Organisation will be expressed in terms of Programmed Activities (PAs) up to a normal maximum of 12 PAs, which will include both clinical service PAs and academic PAs. The Job Plan sets out a work schedule for your NHS work and also includes your University duties and responsibilities.

It is not anticipated that you will carry out work that has not been agreed in the Job Plan, except where dealing with unexpected clinical emergency work when on call. In such circumstances appropriate time off in lieu will be granted.

### **Mediation and Appeals**

Mediation and appeals relating to disputes arising from job planning or decisions about pay progression will be jointly handled between the University and the NHS Organisation. The proposed non-contractual procedure is set out at Schedule 1, 13.4 of this statement.

### **Training**

Your manager will let you know within two months of you taking up your role what training the University will provide and you must complete to fulfil your role. This will include compulsory on-line learning modules as well as face-to-face training courses and workshops. You should also take time to familiarise yourself with the training you need to undertake to comply with the University's policies.

### **Consultant Appraisal Scheme**

It is a condition of service that you participate fully in the joint Universities/NHS Consultant Appraisal Scheme and undertake any staff development and training necessary for the full performance of your duties. You will be appraised on all aspects of your academic activities and clinical work, including any private work undertaken, as detailed in Appendix 8 of the NHS Handbook.

### **Probation**

There is no probation period applicable to your role.

### **Hours of Work**

There are no specified hours of work. You are required to devote such time as may be necessary to the proper discharge of all teaching, research, examining and other duties in the University. This will include carrying out a minimum of 10 Programmed Activities, as outlined in your Job Plan and up to 2 Extra Programmed Activities as agreed and detailed in a separate agreement.

Part-time staff are remunerated pro-rata to 40 hours per week.

### **On Call**

In scheduling on call rotas, your NHS Organisation will take account of your full workload as set out in the Job Plan. Details of your on-call rota will be summarised in the Job Plan.

### **Other Paid Employment**

You must not take on additional paid work, including with the University of Edinburgh/ its subsidiaries or self-employment, which adversely affects your job performance, presents a conflict of interest, has an impact on health and safety or breaches the Working Time Regulations.

You are encouraged to make your line manager aware before accepting other paid work. If your line manager reasonably believes that you may have other employment that is having an adverse impact on your performance and/or wellbeing or could be a conflict of interest, you must, if asked, disclose that you have other employment.

The University of Edinburgh reserves the right to require you to give up or reduce your other employment, should this present a conflict of interest, adversely impact your performance or where the combined extent breaches the Working Time Regulations.

### **Private Practice**

Private practice can only be undertaken with the explicit agreement of both the University and the NHS Organisation. As part of the annual job planning process, you are required to disclose details of regular private practice commitments, including the timing, location and broad type of activity, to facilitate effective planning of academic work and NHS work, including out of hours cover.

For detailed guidance please refer to section 13.7.1 of Schedule 1.

Under the provisions of the University of Edinburgh [Procedures for Consultancies](#), full time members of Clinical Academic Staff are not permitted to engage in private practice for personal gain where this involves the treatment of patients. Private Practice involving the treatment of patients is permitted where the fees are remitted to the University.

### **Place of work and working abroad**

You will be required to work from any of the University's Edinburgh based campuses and/or offices or from your NHS organisation as applicable to your role. You may also be required to travel across and outside Edinburgh on University business. If your duties require you to work abroad, i.e. outside of the UK, for more than a month at a time, you will be provided with information on this before you leave the UK.

### **Ongoing right to work in the United Kingdom (UK)**

Your employment is subject to your right to work in the UK. If you lose the right to do so for any reason, you will be unable to continue in your role and your employment with the University will come to an end immediately.

### **OFF-CAMPUS WORKING**

If you work from an off-campus location, the below conditions apply, along with the relevant University policies referred to below:

- a. **Expenses:** The University is not responsible for the associated costs of you working from home. For the avoidance of doubt, the University will not reimburse travel expenses from your off-campus workplace to any of the University's Edinburgh based campuses. Further information on this is in the [Expenses Policy](#)

- b. **Equipment and insurance:** You will be provided with appropriate equipment and technology to enable you to perform your role effectively. Any equipment provided shall remain University property and you shall not permit use of it by any person other than yourself and our authorised representatives. You are responsible for the University property in your possession. You are advised to discuss any implications of working at home with your mortgage provider or landlord and house insurer.
  
- c. **Access to Off-Campus Working Locations:** On occasion, the University may need to access your off-campus workplace. You consent to University representatives, at reasonable times and on reasonable advance notice, and where there is no suitable alternative method of performing the required task, to entering your home address to:
  - i. install, inspect, replace, repair, maintain or service University property where it is not possible or appropriate to do so on campus, or
  - ii. retrieve University property, or
  - iii. advise on or investigate significant health and safety concerns.
  
- d. **Confidential information and data protection:** You are responsible for ensuring the security of confidential information in your home or off-campus location. When working off-campus you must ensure that you continue to comply with the [University's Computing Regulations](#) and records management protocols. All appropriate data sharing agreements must be followed and you must ensure that no sensitive data is taken off-campus. The Information Security and staying safe online guidelines provide useful information. Further Information is in available [Data Protection policy](#)

## **Section 2 - Remuneration**

### **Salary Setting**

The salary scale for clinical academic staff holding honorary consultant contracts is published on the University's HR website. Your basic salary includes any additional "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 qualifications. For new appointees both academic and clinical factors are considered in determining starting salary.

### **Pay Progression**

The non-contractual procedure is set out at Schedule 1, 13.5 of this statement. Decisions on your pay progression through seniority and pay points will be led by the University, usually the Dean or their nominee, but undertaken jointly with your NHS Organisation. These decisions will be informed by your annual Job Plan review.

### **Criteria for Pay Thresholds**

The criteria for pay thresholds are set out in Schedule 1, 13.3.5. These criteria are consistent with those applied to substantive NHS consultant contracts and no additional criteria will affect pay progression.

Following your 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 their nominee. This will be copied to you and the Chief Executive of the NHS Organisation where you hold your honorary contract.

The University will make the final decision on pay progression, having consulted with your NHS Organisation(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 appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.

You have the right of appeal against a decision that you have not met the criteria in respect of any given year. The appeals procedure relating to pay progression will be the same as that set out for job planning. 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 NHS Organisation. An appeal framework is set out in Schedule 1, 13.4 to this statement.

### **Process for Award of Pay Thresholds**

When you become eligible for a pay threshold by virtue of fulfilling the required number of years' service set out in Appendix 3 of the NHS Handbook and published on the University's HR website, you will receive that pay threshold provided that the University and your NHS Organisation decide that you have met the necessary criteria (Schedule 1) 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.

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 NHS Organisation 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 the pay scales published on the University's HR website.

### **Pay Supplements**

#### **Payment for Extra Programmed Activities**

Any Extra Programmed Activities, above 10 per week, for full-time honorary consultants and in excess of the number of programmed activities agreed in the main contract for part-time honorary consultants, that you agree to carry out as part of the job planning, either for the University or for your NHS Organisation, will be detailed in a separate agreement. The payments for these Extra Programmed Activities will not be superannuable and will be paid at the rates set out in section 4.4 of the NHS Handbook. The maximum number of Extra Programmed Activities you will normally be permitted to

undertake is two. In exceptional circumstances and subject to the legal requirements of the Working Time Regulations, the limit of 2 EPAs and 12 PAs in total may be extended.

You will be under no obligation to accept any offer of the equivalent of 1 academic Extra Programmed Activity and failure to do so will not influence pay progression.

### **On-Call Availability Supplement**

If you are required to participate in an on-call rota as part of your clinical duties under your honorary contract, the University will pay you a supplement (in addition to your basic salary) on behalf of your NHS Organisation.

The supplement will be paid in accordance with, and at the appropriate rates according to, the terms of your honorary contract.

### **Distinction Awards and Discretionary Points**

These payments, where applicable, will be paid to you by the University on behalf of the NHS at the rates set out in the latest Advance Letter from the Scottish Executive Health Department concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service.

Detailed provisions regarding the distinction awards scheme can be found in the Guide to the NHS Distinction Awards Scheme in Scotland published annually by the Scottish Advisory Committee on Distinction Awards.

On reaching point 5 of the pay scale (equivalent to point 10 on the University's Transitional pay scale) you will be eligible to be paid Discretionary Points in accordance with NHS Guidelines (Circular PCS (DD) 1995/6 and the 12 January 2000 guidance "Discretionary Points for Consultants").

### **Fee Paying NHS Services (Formerly Category 2 Work) and Receipt of Additional Fees**

For all NHS fee paying work you carry out, the rules for NHS consultants will apply, as detailed in Section 9 of the NHS Handbook. The rules contained in the NHS Handbook do not apply for any fee paying services you undertake for the University. The rules relating to fee paying services you undertake for the University are set out in University of Edinburgh [Procedures for Consultancies](#).

### **Other Payments and Allowances**

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

### **Salary Payment Arrangements**

Annual salary is paid in 12 equal monthly payments by direct transfer to your bank or building society account, normally on the 28th of the month or on the preceding working day if the 28th falls on a weekend or UK bank holiday.

Guaranteed Minimum Hours (GH) staff are paid one month in arrears.

Where hours worked are notified to the Payroll Section by the 5th of the month payments will be made on the 28th of that month or as described above.

### **Deduction from wages**

If an overpayment is made to you, the University is entitled to deduct this from your salary and/or any other payments due to you. This can be deducted at any time, including from your final salary payment. Where the overpayment is significant, a repayment plan will be considered.

### **Adjustment to Salaries**

If there are any adjustments made part way through the month, your pay including any contractual allowances for that month will be based on the start date of the adjustment, your working pattern and any contractual payments.

### **Contributions to Charity**

You may request that an amount of your salary, up to a limit set by legislation, should be deducted each month, before the assessment of Income Tax, as a contribution to charity. The full amount will be forwarded to a charities' collection agency which will distribute it in accordance with your instructions; the University would not be aware of your instructions to the agency. Fuller details are available from Payroll.

### **Section 3 - Medical Defence – Professional Indemnity**

All University staff employed on the University's clinical academic staff structures (teaching or research) are required, for the duration of their appointment, to hold appropriate membership of a Medical Defence organisation which will provide adequate indemnity for all activities **not** covered by NHS indemnity. These include, in particular, research work which involves volunteer subjects (i.e. not NHS patients) carried out as a contracted employee of the University. The University's insurance policies do not provide Professional indemnity cover to members of the clinical academic staff.

### **Section 4 - Pension Arrangements**

All staff, except for those with Guaranteed Minimum Hours (GH) contracts, will be automatically enrolled into the Universities Superannuation Scheme (USS) with effect from their first day of employment. If you do not wish to remain a member of USS you will need to opt out.

On joining USS you will normally be opted into **Pensions+**<sup>1</sup> through which pension contributions are paid in a way that helps both staff and the University to make savings on National Insurance contributions, without adversely affecting pension scheme benefits or take home pay.

Guaranteed Minimum Hours (GH) staff can apply to join the Universities Superannuation Scheme (USS) by completing a Pension Scheme Application form (available from the University's Pensions web pages).

If you are a GH member of staff and do not elect to join the scheme you will be automatically enrolled into USS if your earnings in either your first or any future month

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<sup>1</sup> **Pensions+** is a salary sacrifice scheme. Further information at: [Your Pension Choices Upon Joining | The University of Edinburgh](#)



are deemed to be 'qualifying earnings' (equivalent to the HMRC monthly threshold above which earnings are taxable) and contributions will be deducted on all future earnings paid under this contract.

If you are automatically enrolled in the scheme but do not wish to remain a member of USS, you will need to complete an opt-out form.

All staff should note that if they decide NOT to remain in a pension scheme, their earnings will be assessed at 3 yearly intervals. If you are paid 'qualifying earnings' (equivalent to the HMRC monthly threshold above which earnings are taxable) the University will be required to automatically re-enrol you into the USS scheme as is required by the Pensions Act 2011.

Employees in receipt of an USS pension will not be eligible to re-join USS and will be automatically enrolled into the National Employment Savings Trust (NEST) if monthly earnings are deemed to be 'qualifying earnings' (equivalent to the HMRC monthly threshold above which your earnings are taxable).

If you are currently a member of Staff Benefits Scheme (SBS) and accept a new appointment to a UoE grade 6- 10 job, you will have the opportunity to either transfer to USS for future benefits, or remain in your current scheme. Please note if you are currently a member of NEST and accept a new appointment to a UoE grade 6-10 job you will be automatically enrolled to USS from the start date of your new grade. If you are currently a member of a legacy pension scheme such as Medical Research Council Pension Scheme (MRC), Scottish Teachers' Superannuation Scheme (STSS) or Local Government Pensions Scheme (LGPS) and there is a change to your job that results in a change to your terms and conditions of employment, you may not have the opportunity to remain in your current scheme and may be required to join USS from the start date of the change to your job. Please contact the pensions office at [pensionsmanager@ed.ac.uk](mailto:pensionsmanager@ed.ac.uk) for further information.

### **Life Assurance**

As a benefit of membership of the USS, members are covered, during their period of employment with the University for death benefit equivalent to three years' salary.

### **Contributions during Absence**

The arrangements for pension contributions during periods of paid and unpaid absence are dependent on the type of absence. Further details in relation to specific absences can be seen in the relevant policy document(s) and/or can be obtained from the Pensions Team.

## **Section 5 - Leave Arrangements**

### **Annual Leave**

The annual leave year runs from 1 January to 31 December. Your entitlement is calculated in hours using People and Money. Your leave entitlement is 288 hours (equivalent to 36 days) per year, pro rata for part time staff.

Entitlements can also be calculated using the [Annual Leave Calculator](#).

Those employees who have Guaranteed Minimum Hours [GH] contracts will be informed at the outset of their employment about arrangements for their Annual Leave. Generally, employees with GH contracts will be paid an additional amount of 18.1% on top of their hourly rate for all hours worked to compensate them for the Annual Leave and Public Holiday entitlement they would otherwise have received had they been working full time hours.

If you are paid for working non-contractual overtime and/or for call-outs, you'll receive an additional amount on top of your overtime/call-out pay to ensure your statutory holiday entitlement (224 hours, equivalent to 28 days per year, pro rata for part-time) reflects your overtime/call-out earnings. This additional amount will be equal to 12.07% of the pay you receive for working non-contractual overtime and/or for call-outs.

We reserve the right to stipulate when you must take some of your annual leave. This will include known times in the year when there is a reduced need for certain activities and services, as well as when the University as a whole is closed.

We will generally require you to take all of your outstanding leave before you leave our employment, i.e. during, or towards the end of your notice period.

We will give as much notice as possible of when you need to take your leave, and no less than twice the amount of notice as the leave to be taken. For example, we will give you at least two weeks' notice of the need to take one week's leave.

You will not be paid in lieu of untaken holiday in any year, except when you leave our employment. Payment in lieu will generally only happen where, for operational reasons, we have been unable to allow you to take all of your leave entitlement. In exceptional circumstances, it may be because the leave you are due is greater than the notice you will work.

The amount of such payment in lieu shall be one hour's pay for each untaken hour of your entitlement for the holiday year in which termination takes place and any untaken hours permitted to be carried forward from the preceding holiday year.

If you have taken more holiday than your accrued entitlement at the date your employment terminates, you will be required to repay the cash value of the excess leave taken. This will be deducted from your final pay.

### **University Public Holidays**

In addition to your annual leave entitlement, you are entitled to four Public Holidays on 1 and 2 January and 25 and 26 December per year, totalling 32 hours, pro rata for part-time staff.

### **Closure Days**

As the University generally closes between Christmas and New Year, you will either be required to use a number of hours from your annual leave entitlement to cover this closure or you will be informed in advance if you are required to work on the days between the public holiday closure dates. If you are not required to work on closure days,

this time is automatically recorded and deducted from your annual leave balance on People and Money.

The timing of leave must be agreed in advance with both your Head of School or nominated deputy and your NHS organisation.

Guaranteed Minimum Hours (GH) staff will receive pay in lieu of holiday.

### **Other Types of Leave and Pay**

The University has a suite of generous 'family friendly' leave and pay policies, e.g. maternity leave, partner leave, shared parental leave, emergency time off for dependants leave, and 'special leave' provisions which can be found on the University's HR webpages.

### **Unpaid Leave**

If you wish to take up a temporary appointment or undertake research elsewhere you may apply to your Head of School or, in the case of Heads of School, to the Head of College for leave of absence without pay.

The University will normally be prepared to pay the employer's superannuation contributions of an individual on leave for a period not exceeding twelve months of such leave. Guidance on this is available from the Pensions Team.

The University will be prepared to consider a request for payment of some proportion of salary, but only when any such request is accompanied by a full statement of the case for payment, with complete details of remuneration to be received, including grants for travel, and of expenses likely to be incurred.

### **Sabbatical Leave**

Members of Academic Staff at this University in the grade of lecturer or above are entitled to apply for leave on full salary and with superannuation to engage in study or research on matters relevant to their duties. Staff are recognised as having a claim to such leave for a period(s) corresponding to one semester in respect of each period of service of four years.<sup>2</sup> However, staff may make an application irrespective of length of service and for shorter or longer periods. The Head of School will determine whether to grant leave, having regard to the research strategy of the school, the research record of the applicant, the work to be undertaken and the ability of the School to accommodate the absence of the member of staff.

Applications by staff should be made through the head of subject group (or equivalent) to their Head of School who will approve qualifying submissions. Members of staff on sabbatical leave are expected to undertake no other paid employment except of the type normally permitted to University teachers.

### **Sick Leave and Pay**

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<sup>2</sup> All applications will be dealt with on this basis, including those where the claim relates to a period of service which arose prior to semesterisation.

The University's Absence Management policy explains what you must do if you cannot attend work due to sickness or injury.

Your entitlement to occupational sick pay (OSP) is based on the amount of service you have attained on the first day of absence:<sup>3</sup>

<b>Length of service</b>	<b>Period of OSP</b>
First three months of service:	Two weeks' full pay, two weeks' half pay
More than three and up to 12 months of service:	Two months' full pay, two months' half pay
More than 12 months and up to 24 months of service:	Three months' full pay, three months' half pay
More than 24 months and up to 36 months of service:	Four months' full pay, four months' half pay
More than 36 months of service:	Six months' full pay, six months' half pay

## **Section 6 -Termination of Appointment**

### **Notice of Termination of Appointment**

If you intend to terminate your appointment with the University you are required to give three months' notice of your intention in writing to your Head of School or nominated deputy. It is expected that you give as much notice as possible particularly where the notice period falls across the summer vacation.

If the University terminates your employment before the end of a fixed term contract, you will be entitled to receive three months' notice of termination of your appointment which will be given in writing.

If you have less than six months' continuous service the period of notice will be one month either way.

### **Right to pay in lieu of notice**

The University reserves the right to make a payment in lieu of notice for all or part of your notice period rather than ask you to work your notice period. This applies whether notice to terminate your employment is given by you or the University. You will be compensated by a payment equivalent to the basic pay and any contractual allowances that you would have received had you worked to the end of notice period. This sum, less income tax and national insurance contributions, will be paid into your bank account.

### **Right to place you on 'garden' leave**

The University reserves the right to ask you not to attend work for all or part of your notice period. This applies whether notice to terminate your employment is given by you

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<sup>3</sup> At the beginning of each period of sickness absence the number of days taken as paid sick leave in the previous 12 months is deducted from your entitlement in a year in order to determine the number of days' sick pay entitlement remaining to you.

or the University. It also reserves the right not to give you any work during this period, referred to as the garden leave period. If placed on garden leave, your contract of employment will remain in place until the end of your notice period and you will continue to be paid as normal.

## **Section 7 – Further information**

### **Employment Policies**

Your attention is drawn to a full range of helpful and informative policies and practices that may relate to elements of your employment. These can be found via the HR Home Page at: [www.ed.ac.uk/human-resources](http://www.ed.ac.uk/human-resources)

### **Right to Suspend**

The University may suspend you from work on full pay should it need to investigate incidents or allegations of unacceptable behaviour or breach of University policy.

### **Other Benefits**

The University is able to provide staff with access to a range of discounted services and goods. More information can be found on the Reward section of the University's HR webpages.

### **Health & Safety**

The University has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare at work of all employees. You are also under a duty, whilst at work, to take reasonable care for the health & safety of yourself and others and to comply with University policy and practice in this area. Full details can be found via the Health & Safety Home Page at: [www.ed.ac.uk/health-safety](http://www.ed.ac.uk/health-safety).

### **Information Technology and Information Security**

It is important that employees are aware of and comply with the various policies and practices with regard to the use of information technology and the security of information. This includes such areas as the internet, email, telephones and all computer systems. Full details can be found via the IS Home Page at: [www.ed.ac.uk/information-services](http://www.ed.ac.uk/information-services) and the Information Security Home Page at: [www.ed.ac.uk/infosec](http://www.ed.ac.uk/infosec).

### **Collective Agreements**

The University recognises and works in partnership with three trade unions, University and College Union (UCU), UNISON and Unite. Collective agreements reached with these unions, individually or jointly, will have the effect of automatically varying your terms and conditions of employment. This applies whether or not you are a member of these trade unions.

### **Extracts from the April 2004 NHS Handbook**

**The following Schedules are extracts from the April 2004 NHS Handbook. Points 13.3 and 13.4 of Section 13, included here as Schedule 1 together with Annex C to the NHS Handbook, included here as Schedule 2 are not contractual. All other parts of Schedule 1 and rates of pay published on the University's HR website are contractual.**

**Schedule 1** – Section 13 of the NHS Handbook: Annex A

(Specific Terms and Conditions Applicable To Clinical Academic Consultants)

**Schedule 2** – Annex C to the NHS Handbook (Guidance Associated with Section 13)

Section 13 of the NHS Handbook is reproduced here as it contains details of terms and conditions specifically applicable to Clinical Academic Consultants. Sections 1 to 12 of the NHS handbook can be found at: [http://www.scot.nhs.uk/sehd/pcs/PCS2004\(DD\)02.pdf](http://www.scot.nhs.uk/sehd/pcs/PCS2004(DD)02.pdf)

## Schedule 1

Section 13 of the NHS handbook Annex A

### **13. Clinical Academic Consultants (Note: To be read with the guidance associated with Section 13 issued as Annex C to NHS Circular PCS(DD)2004/2)**

#### **Introduction**

The terms and conditions set out in this Section apply to medical and dental consultants who are employed in Higher Education Institutions (HEIs), or other organisations, in a research and/or teaching capacity and who also provide services for NHS patients in NHS facilities.

The terms and conditions set out in this Section, together with the relevant parts of **Sections 1 to 15**, govern the delivery of duties under the honorary NHS contract and should be read in conjunction with the terms and conditions of the University Employer which, taken together, provide the full contractual framework in which the clinical academic consultant is expected to deliver his/her agreed duties and is remunerated. Where the terms and conditions specific to clinical academic consultants as set out in this Section vary from the terms and conditions in **Sections 1 to 15**, this Section will prevail

Throughout this section, the terms “NHS Employer” and “University Employer” are taken to mean the NHS body issuing the honorary contract and the substantive HEI employer (or other substantive employer such as a medical charity or research council) respectively, and the term “academic activities” is taken to include academic-related activities such as administration and management undertaken on behalf of the University Employer.

#### **13.1 Pay Parity and the Working Week**

##### **Principles**

- 13.1.1 There will be consistency in approach between universities and across the NHS in Scotland in the application to clinical academic consultants of the new consultant contract, with incorporation of the principles of the Follett Review into the terms and conditions affecting clinical academic consultants.
- 13.1.2 Pay equivalence for clinical academic consultants will be achieved by linkage to the new NHS consultant contract which allows, in the case of full-time consultants, for a core commitment of 10 weekly programmed activities and up to 2 extra programmed activities. In exceptional circumstances and subject to the legal requirements of the Working Time Regulations, the limits of 2 EPAs and 12 PAs in total may be extended.
- 13.1.3 Pay will be determined on the basis of a joint assessment of the current and prospective clinical and academic components of the integrated clinical academic workload by the University Employer, the NHS Employer and the consultant through the job planning process.

- 13.1.4 Superannuable pay will be the consultant's basic salary (plus any extra programmed activities up to 10 programmed activities in total). Superannuable pay will also include discretionary points and distinction awards (or any successor schemes), on-call availability supplements and any other agreed superannuable salary.
- 13.1.5 The core academic and clinical service commitments taken together will not exceed the equivalent of 10 weekly programmed activities (see **paragraphs 13.1.8 and 13.1.9**) or, with extra programmed activities (see **paragraphs 13.1.10 to 13.1.13**), normally 12 weekly programmed activities in total. These commitments, which make up the integrated job plan (see **paragraph 13.2.1**), will be carried out by cross-referencing substantive University and honorary NHS contracts and given equal weight. Termination of one contract will result in a review of the other contract which may only be terminated after due process of the other employer.
- 13.1.6 For clinical academic consultants, university activities governed by their substantive contracts will include:
- undergraduate teaching and assessment;
  - research;
  - administration and management undertaken on behalf of the University employer.
- 13.1.7 Programmed activities for clinical academic consultants working under their honorary contracts will be as for NHS consultants, and separated into:
- direct clinical care duties;
  - supporting professional activities;
  - additional agreed responsibilities;
  - other agreed external duties.

### **Pay Linked to Core Activities**

- 13.1.8 For a full-time clinical academic consultant, the equivalent of 5 weekly programmed activities will be set as the floor for the core academic component of pay. Core academic pay may nevertheless be varied upwards (e.g. where a clinical academic consultant has a substantive university administrative or managerial role), subject to a maximum equivalent to 10 weekly programmed activities, by agreement between the University Employer and the clinical academic consultant, in consultation with the NHS Employer.
- 13.1.9 For a full-time clinical academic consultant, 5 weekly programmed activities will be set as the core commitment for the clinical service related component of pay covered by the honorary NHS element of the combined substantive and honorary contracts (but see also **paragraphs 13.2.2 and 13.2.3** below), subject to variation by agreement between the NHS Employer, the University Employer and the clinical academic consultant.



## **Pay Linked to Extra Programmed Activities**

- 13.1.10 A clinical academic consultant with a core commitment equivalent to 5 academic programmed activities will additionally be offered by the University employer the equivalent of 1 extra programmed weekly activity over and above the core academic related component of pay, except where he/she undertakes the normal maximum of 2 extra weekly clinical service programmed activities by agreement (see **paragraph 13.1.13**) or is contracted to work part-time. The clinical academic consultant will be under no obligation to accept the offer of the equivalent of 1 extra academic activity and failure to do so will not influence pay progression.
- 13.1.11 Where a clinical academic consultant has a substantive university administrative or managerial role, the equivalent of 2 extra programmed weekly activities over and above the core academic-related component of pay may be offered by the University employer, in consultation with the NHS Employer.
- 13.1.12 Normally, for full time consultants, not more than 1 extra weekly clinical service programmed activity will be contracted for locally over and above the core commitment of 5 weekly clinical service programmed activities. Nevertheless, the number of extra clinical service programmed activities may be varied by agreement between the NHS Employer, the University Employer and the clinical academic consultant, subject to a maximum within the integrated job plan equivalent to normally 12 weekly programmed activities for clinical service and academic activities combined.
- 13.1.13 Where a clinical academic consultant undertakes 2 or exceptionally more than 2 extra weekly clinical service programmed activities by agreement with the NHS and university employer (see **paragraph 13.1.12**), extra academic activity equivalents (see **paragraphs 13.1.10 and 13.1.11**) over and above a core equivalent to five programmed activities will not normally be offered by the University Employer until such time as the contractual commitment to extra clinical service programmed activities falls to below two extra programmed activities.

## **13.2 Job Planning**

- 13.2.1 There will be assessments of the academic and clinical workloads, which together constitute the integrated workload, implemented via an integrated job plan which will be jointly agreed with the clinical academic consultant by the University Employer and the NHS Employer prior to appointment and at the annual job plan review. Clinical academic consultants will be accountable to the University Employer (usually via the Dean) through their substantive contracts and via their honorary contracts to the NHS body in which they work (usually via the Clinical Director, Medical Director or Director of Public Health).
- 13.2.2 The core commitment of a full-time clinical academic consultant to clinical service will be set at 5 weekly programmed activities, and will normally not

exceed 6 programmed activities per week. Nevertheless, the clinical service component may be varied outwith these parameters by agreement between the clinical academic consultant with the Dean and Medical Director/Director of Public Health (or their nominees). Unless otherwise agreed, the ratio of direct clinical care activities to supporting professional activities as outlined at **Section 4.2.2** will be applied to the core clinical service commitment. In reaching an agreement on the ratio of direct clinical care activities to supporting professional activities within the job plan of a clinical academic consultant, account will be taken of the commitment of NHS consultants to formal undergraduate teaching within the relevant medical/dental school-NHS Board system. NHS direct clinical care activities will include consultant-led clinical teaching activities where patients are managed (or management is planned).

13.2.3 Unless otherwise agreed, emergency work undertaken during or as a consequence of the on-call period will count towards the total number of direct clinical care programmed activities at the level of 1 activity per week averaged over the year for a clinical academic consultant contracted for 5 weekly clinical programmed activities. This can be varied pro-rata for a clinical academic consultant working more or less than 5 clinical programmed activities by agreement as in **paragraph 13.2.2** above.

13.2.4 A clinical academic consultant qualifying for an on-call availability supplement will receive the appropriate supplement determined by the frequency of the on-call commitment, in accordance with the provisions of **paragraphs 4.10.9 to 4.10.15**.

13.2.5 In scheduling on-call rotas, the NHS employer will take account of the full integrated workload of the clinical academic consultant, applying the principle that the clinical and academic components of the job are of equal importance (see **paragraph 13.1.5**).

### **13.3 Job Plan Review**

13.3.1 The integrated job plan will be reviewed annually. The integrated job plan review will be informed by the same information systems that also feed into appraisal, and by the outcome of the appraisal discussion.

13.3.2 An interim job plan review will be conducted where duties, responsibilities or objectives have changed or need to change significantly within the year.

13.3.3 The job plan review will be carried out by the clinical academic consultant and the Head of Unit/Department (or other appropriate person nominated by the Dean – designated in the following paragraphs as the University manager) jointly with the Medical Director /Director of Public Health or the Clinical Director, or other lead clinician nominated by the Medical Director/ Director of Public Health (designated below as the NHS manager), and will review the job content and objectives as well as the delivery of commitments.

- 13.3.4 As part of the job plan review, progress against objectives and factors affecting delivery will be considered. The University and NHS managers and the clinical academic consultant should discuss whether targets had been set at the right level, resources provided by each organisation were adequate, and whether the timetable of time and service commitments should be amended.
- 13.3.5 The employer may decide to delay progression through seniority points in any year only where it can be demonstrated that, in that year, the clinical academic consultant has not:
- met the time and service commitments in his/her job plan; or
  - met the personal objectives in his/her job plan or - where this is not achieved for reasons beyond the individual clinical academic consultant's control - has made every reasonable effort to do so; or
  - participated satisfactorily in annual appraisal, job planning and objective setting; or
  - worked towards any changes agreed as being necessary to support achievement of both organisation's service objectives in the last job plan review; or
  - allowed, in preference to any other organisations, the NHS to utilise the first portion of any additional capacity (see **paragraph 13.6.1**) they have; or
  - met the required standards of conduct governing the relationship between private practice and University or NHS commitments.
- 13.3.6 Following the annual job plan review, the Head of Division (or other Dean's nominee), jointly with the Medical Director/DPH, will make a report on whether the clinical academic consultant has met the criteria set out at **paragraph 13.3.5**, taking into account the provisions at **paragraph 13.5.3**. This report will be prepared by the Head of Division (or Dean's nominee) within 2 weeks of the job plan meeting and will be sent to the clinical academic consultant and the Dean and Chief Executive. Where the clinical academic consultant disagrees with the terms of the report he/she will be entitled to invoke the process set out in **paragraph 13.4.1 (stage 1)**.
- 13.3.7 Where the Dean makes a recommendation to the Vice-Principal, based upon the Head of Division's report, that progression through seniority points should be withheld in any year, the clinical academic consultant will be entitled to invoke the process set out in **paragraph 13.4.1 (stage 2)**.
- 13.3.8 Following receipt of any decision by the Vice-Principal to withhold progression through seniority points, the clinical academic consultant will be entitled to present a formal appeal to the University employer under the terms of paragraphs 13.4.2 – 13.4.13.

## **13.4 Mediation and Appeals**

### **Mediation**

- 13.4.1 Job plans and variations to job plans should be agreed between the University employer, NHS employer and the clinical academic consultant after full

discussion and with all parties using their best endeavours to resolve any issues arising. This should include referral for mediation by more senior management in the event of continuing disagreement between the clinical academic consultant and his/her immediate University or NHS managers. In such circumstances the process set out below will be followed:

#### Stage 1

The clinical academic consultant and/or University manager or NHS manager will, within two weeks of the exhaustion of their initial discussions, refer the point of disagreement, in writing, to the Dean who will consult with the Divisional Medical Director/Director of Public Health. If the Dean or Divisional Medical Director /Director of Public Health was involved directly or indirectly in the job plan under disagreement, the referral will be to another appropriate person nominated by the Dean and agreed with the clinical academic consultant and Divisional Medical Director/Director of Public Health. The Dean, working with the Divisional Medical Director/Director of Public Health (or other agreed person), will convene a meeting with the clinical academic consultant and the University and NHS managers, normally within three weeks of the referral, to discuss the point of disagreement and to hear the parties' consideration of the issues. All parties will use their best endeavours to ensure that agreement is reached at this stage. The Dean, in consultation with the Divisional Medical Director/Director of Public Health (or other agreed person) will, normally within two weeks of the meeting, advise the clinical academic consultant and the University and NHS managers of his/her decision concerning the point of disagreement, giving full reasons to explain his/her decision.

For a Medical Director or Director of Public Health, mediation will take place via a suitable individual nominated by the Divisional Chief Executive (or successor equivalent) or NHS Board Chief Executive.

#### Stage 2

Following receipt of this decision, where exceptionally a clinical academic consultant remains dissatisfied with the proposed job plan, he/she may refer the point of disagreement to the University Vice-Principal (or other appropriate person nominated by the Vice-Principal) who will consult with the Divisional Chief Executive (or in the case of a clinical academic consultant in public health medicine, the Chief Executive of the NHS Board). This referral should be made, in writing, within two weeks of the receipt of the decision. The Vice-Principal (or nominee), in consultation with the Divisional Chief Executive (or Chief Executive of the NHS Board in the case of a clinical academic consultant in public health medicine) will convene a meeting with the clinical academic consultant and the University and NHS managers to discuss the point of disagreement and to hear the parties' consideration of the issues. All parties will use their best endeavours to ensure that agreement is reached at this stage. The Vice-Principal (or nominee), in consultation with the Divisional Chief Executive (or Chief Executive of the NHS Board in the case of a clinical academic consultant in public health medicine) will, normally within two weeks of the meeting, advise the clinical

academic consultant and the University and NHS managers of his/her decision concerning the point of disagreement, giving full reasons to explain his/her decision.

### **Formal Appeal**

13.4.2 There may be exceptional cases where agreement cannot be reached through mediation. In such circumstances the process set out below will be followed:

Following receipt of the decision from the Vice-Principal (or nominee), where a clinical academic consultant remains dissatisfied with the proposed job plan, he/she will be entitled to present a formal appeal to the University Employer. Such a request will be made in writing to the Principal within four weeks of the receipt of the decision. The Principal will, on receipt of a written request for appeal, convene an appeals panel which should meet normally within 6 weeks of the request. Membership of the panel will be:

- One member nominated by the Principal on behalf of the University Employer, with the agreement of the Chief Executive of the NHS Board, who would act as the chair;
- One member nominated by the clinical academic consultant;
- One member appointed from an agreed clinical academic consultants' appeals panel list.

13.4.3 Where either the clinical academic consultant or the University or NHS employer requires it, the appeals panel will hear expert advice on matters specific to a specialty.

### **The List**

13.4.4 A list of members (the clinical academic consultants' appeals panel list) suitable for acting as the third appeals panel member will be agreed between the University Employer, the NHS Board, the BMA Medical Academic Staff representative and, where appropriate, the representative of the BDA. If a local list is unavailable, the third member should be drawn from a "national" list, which will be the combined list of all those which have been agreed.

13.4.5 The member from the list will be nominated by the Principal after discussion with the NHS Employer and the clinical academic consultant or their representative. Where there is a recognised incompatibility with the first member nominated, the Principal will select an alternative from the list. The Principal should endeavour to ensure that individuals on the list are normally used in rotation.

13.4.6 The list should be regularly reviewed.

## **Membership of the Appeals Panel**

- 13.4.7 No one will be a member of the appeals panel if they have been involved directly or indirectly in the job plan under disagreement.
- 13.4.8 The clinical academic consultant has the right to be represented at each stage of the appeals process by a representative of the BMA or BDA, or other trade union / professional association, or colleague.
- 13.4.9 The appeals panel will not include legal representatives acting in a professional capacity.
- 13.4.10 Appeals panel members do not act in an advocacy role but are expected to judge each case on its merits.
- 13.4.11 The employer and clinical academic consultant nominees will be University employees or NHS employees/NHS Board members.

## **Administration**

- 13.4.12 The appeals panel will make a final decision (on a majority basis) on the proposed job plan which will be binding on both parties; no further right of appeal exists.
- 13.4.13 No point of disagreement of the job plan will be implemented until confirmed by the outcome of the formal appeal except that any decision of the panel which has implications for the salary of the clinical academic consultant will have effect from the date at which the clinical academic consultant gave notice of their intention to appeal formally.

## **13.5 Starting Salary and Progression through Seniority Points**

- 13.5.1 There are both clinical and academic factors to be considered and applied in determining the starting point for a clinical academic consultant's substantive contract. These will be governed, in the case of the NHS elements of the individual's commitments, by **Sections 5.1 and 5.4**. The University Employer may also apply academic criteria (over and above the NHS terms and conditions) in determining the overall starting salary for the clinical academic consultant's integrated contract and this will not be less than the minimum point on the consultant pay scale.
- 13.5.2 Decisions on a clinical academic consultant's progression through seniority and pay points will be led by the University Employer (usually the Dean) but undertaken jointly with the NHS Employer (usually the Medical Director or Director of Public Health). These decisions will be informed by the annual job plan review. The appeals procedure relating to pay progression will be the same as set out for job planning in **Section 13.4** above.

- 13.5.3 The clinical academic consultant will normally progress each year through the seniority points set out in the pay scales published on the University's HR website. Progression through seniority points can only be withheld or delayed as detailed in **paragraph 13.3.5**.
- 13.5.4 Progression through seniority points will not be deferred in circumstances where the inability to meet the requirements set out in **paragraph 13.3.5** above is occasioned by factors outwith the control of the clinical academic consultant, for example, absence on leave.
- 13.5.5 Progression through seniority points must not be related to or affected by the outcome of the appraisal process.
- 13.5.6 Where a manager believes that a clinical academic consultant is unlikely to meet the criteria set out in **paragraph 13.3.5**, an interim job plan review should be arranged to address this at the earliest opportunity.

### **13.6 Additional Capacity**

- 13.6.1 Additional capacity, in relation to private practice, will be deemed to exist where a full time clinical academic consultant is contracted for 5 clinical service weekly programmed activities (or less) within a total equivalent to less than 12 weekly programmed activities in the integrated job plan. The utilisation of extra programmed activities for direct clinical care, as detailed in **paragraphs 4.4.6 – 4.4.12**, should be subject to agreement between the clinical academic consultant, the University Employer and the NHS Employer. Where a clinical academic consultant does not personally profit (e.g. the profits are retained by the university/charity) from undertaking private practice as defined in **paragraph 4.4.7**, there will be no expectation that he/she should then offer an extra programmed activity in order to qualify for pay progression.

### **13.7 Private Practice and fee paying Work**

- 13.7.1 The rules and conditions regarding private practice, outlined in **Section 6** and **Appendix 8**, apply equally to clinical academic consultants as to NHS consultants. Where a clinical academic consultant wishes to undertake private practice, and this is allowed for under the terms of **Section 6** and is permitted under the terms of the University Employer's regulations, the impact on the university and NHS components of the clinical academic consultant's working week should be a matter for local determination by the University Employer (usually the Dean), with the full participation of the relevant NHS Medical Director/Director of Public Health, bearing in mind the need to achieve a fair balance between the individual's NHS and university commitments.
- 13.7.2 Any separate remunerated work undertaken by a clinical academic consultant explicitly on behalf of the University Employer will be exempt from the rule that he/she must first offer an extra programmed activity in order to qualify for pay progression. For all other remunerated work the same rules as apply to NHS consultants will apply.

### **13.8 Disciplinary and Grievance Procedures**

- 13.8.1 The University Employer and NHS Employer will prepare agreed procedures for investigating and managing matters related to poor performance, discipline and grievance.
- 13.8.2 The University Employer and NHS Employer will agree on whether a matter related to poor performance, discipline or grievance will be dealt with under the procedures of the University Employer or those of the NHS Employer and, will work together at all stages of the jointly agreed procedures, irrespective of whether the issue has arisen in relation to the substantive or honorary contract.
- 13.8.3 Disciplinary or other proceedings undertaken by either the University Employer or NHS Employer resulting in the termination of the substantive or honorary contract may have implications for the continuation of the other contract which may only be terminated after due process of the other employer.
- 13.8.4 For clinical academic consultants, the university procedures for disciplinary and grievance matters are laid down by statute. Therefore, any matter leading to disciplinary action which arises under the clinical academic consultant's honorary contract, even if it is the result of a jointly agreed and jointly administered procedure, may be the subject of a further procedure undertaken by the University Employer in accordance with statute. However, disciplinary and grievance matters arising under the substantive contract, and investigated and managed under university statute as part of a joint procedure, will not be subject to any such further university procedure.

### **13.9 Intellectual Property**

- 13.9.1 It is recognised that the University Employer and the NHS Employer (and grant awarding body funding the research and/or employing the clinical academic researcher) will have rules about intellectual property. The rules that will apply to a particular piece of research will require a written agreement between all interested parties and must be made explicit to the clinical academic consultant before the particular piece of research commences. Work undertaken outwith the integrated job plan and which is not related directly to activities undertaken within the job plan will not be subject to the rules about intellectual property of the University or NHS employer, or research council/charity where relevant, (referred to below as the stakeholders). Work of this nature may nevertheless raise issues of sharing intellectual property if carried out with the stakeholders' equipment or within the stakeholders' time and in these circumstances should be agreed with the interested parties at the start of the work.

### **13.10 Annual Leave and Public Holidays**

- 13.10.1 The clinical academic consultant's annual leave and public holiday entitlement will be determined by the University Employer and set out in the substantive contract. It is expected, that in planning and taking annual leave, the clinical academic consultant will take into account the impact of the timing of annual



leave on his/her clinical service and academic commitments and obtain the agreement of the appropriate University and NHS managers. Such agreement will not unreasonably be withheld. Where the annual leave entitlement does not incorporate university or public holidays, clinical academic consultants who are required to work on any part of one of a university or public holiday to fulfil the requirements of their job plan shall receive a day off in lieu.

## Schedule 2

### Annex C Guidance Associated With Section 13: Clinical Academic Consultants

#### Audit and Postgraduate Education

1. Audit and postgraduate education, other than where it is of direct benefit only to the University, will normally be carried out as part of the weekly clinical programmed activities covered by the clinical academic consultant's honorary contract.

#### The Job of the Clinical Academic Consultant

2. 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. This integrated commitment - requiring the clinical academic consultant to give equal priority to University and NHS activity - distinguishes the clinical academic consultant from the NHS consultant.
3. The academic and clinical workloads, although subject to assessments as set out in paragraph 13.1.3 of the terms and conditions, will be brought together as the integrated workload and incorporated within an integrated job plan (see section 13.2 of the terms and conditions). This approach is consistent with the Follett Review which states in a number of places (e.g. paragraphs 53, 62, 67) that the clinical academic post is a "single job" and elsewhere that "all aspects of a clinical academic's work are of benefit to the NHS" (paragraph 68). Further, it recommends (paragraph 42) that "the two contracts should be consistent and cross referring, and should be given equal weight".
4. It is important that, in applying these terms and conditions to clinical academic consultants, the current academic commitment provided by the clinical academic consultant and required by the University Employer is maintained. Because of the nature of the academic aspects of the integrated workload, this commitment cannot be quantified appropriately in terms of programmed activities, nor are the concepts of Plain Time and Premium Time (Section 4 of the terms and conditions) or additional capacity (paragraph 13.6.1) in relation to private practice, relevant to it.
5. It is recognised that, with few exceptions, the commitment of clinical academic consultants to academic activities equates to significantly more than the University's pro-rata share of 10 core programmed activities. This extra (and at times unsocial) commitment to the University will be recognised by the offer of extra equivalent programmed activities as set out in paragraphs 13.1.10 – 13.1.13 of the terms and conditions. A clinical academic consultant is under no obligation to accept the offer of extra academic activities and may restrict his/her academic

activities to the equivalent of 5, or fewer, programmed activities (see also paragraphs 13.1.10 and 13.1.13). There will be no detriment to pay progression in such circumstances.

6. In relation to the offer of an extra academic programmed activity outlined in paragraph 13.1.10, this may be withheld only in circumstances where there is clear evidence that the activity and commitment of a clinical academic consultant fall below the equivalent of 5 plus 1 weekly academic programmed activities. It would be anticipated that this circumstance would have been clearly highlighted in previous appraisals and job planning rounds and that sufficient time and resources for remedial action to be taken would have been made available. The recent Transparency Review demonstrated that these instances would be exceptional. Any such instances would be subject to the provisions of the appeals procedure outlined in paragraphs 13.4.1 to 13.4.13. In the case of a consultant for whom the offer of an extra academic programmed activity had previously been withheld, the extra academic programmed activity would again be offered if and when the reasons for withholding it ceased to apply.
7. The UK Government initiated Transparency Review, implemented in Scotland by the Scottish Higher Education Funding Council, provides a mechanism for measuring the integrated workload of clinical academic consultants and there is an expectation that the aggregated outcome of locally agreed integrated job plans across a medical/dental school/NHS Board system will be consistent with its findings.
8. Examples of consultant-led clinical teaching activities included as part of NHS direct clinical care activities include, but are not limited to:
  - A dental teaching clinic where patients are treated under the direct supervision of the clinical academic consultant as part of the patient's ongoing clinical care.
  - A medical outpatient clinic where patients are treated as part of their ongoing clinical care, with students in attendance.

Such activities would not include those organised primarily for medical (as opposed to dental) teaching where patients attend with the purpose of facilitating that teaching, whether or not, as a result, they receive clinical care.

### **The Balance between Academic and Clinical Service Activities**

9. For full-time consultants the integrated job plan will normally comprise the equivalent of 6 (5 core and 1 extra) weekly academic programmed activity equivalents and 5 weekly clinical service programmed activities (with the option of 1 extra weekly clinical service programmed activity by agreement of all interested parties - see paragraph 13.1.12). These norms can only be varied with the agreement of all interested parties. Other than in the case of a clinical academic consultant working part-time, the core commitment to academic and clinical

service work will be set at the equivalent of 10 weekly programmed activities overall. Normally, no more than 2 extra weekly programmed activities will be offered under the combined substantive and honorary contracts, and thus the integrated job plan maximum will normally not exceed the equivalent to 12 programmed activities.

10. The job plan of a clinical academic consultant contracted for the equivalent of 10 weekly programmed activities or less will be made up exclusively of core academic activity equivalents and core programmed clinical service activities.
11. Where the NHS Employer, University Employer and clinical academic consultant agree that the clinical workload of that consultant is equal to 6 or 7 weekly programmed activities, the consultant will be offered one or two weekly clinical extra programmed activities in the job plan to reflect the agreed level of commitment to clinical service. Where this extra clinical activity is not recognised by the offer of an appropriate number of clinical extra programmed activities, the clinical workload should be adjusted to reflect the number of weekly clinical programmed activities agreed in the job plan.
12. Where, exceptionally, a clinical academic consultant undertakes more than 7 (i.e. 5 core and 2 extra) weekly clinical service programmed activities by agreement, this will be achieved by increasing the core clinical service commitment to a level above 5 weekly programmed activities, with a pro-rata reduction in the core commitment to academic activities.
13. Where a clinical academic consultant undertakes more than the equivalent of 6 (i.e. 5 core and 1 extra) weekly academic programmed activities, this will normally be achieved by first increasing the number of extra academic activities to a maximum equivalent to 2 weekly programmed activities, with any further increase achieved by adding core academic activity equivalents and reducing pro-rata the core commitment to clinical service programmed activities to keep within the integrated weekly job plan maximum normally equivalent to 12 programmed activities.
14. 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 and in all circumstances should be formally considered by the University Employer and NHS Employer working together. As the Follett Review makes clear (paragraph 70) such arrangements are consistent with individual job planning and accountability. This can be achieved by means of a service level agreement between the relevant NHS body (usually the Medical Director/Director of Public Health) and the university (usually the Dean of the medical/dental school) and implemented via individual job plans for clinical academic consultants under their honorary NHS contracts.

15. Examples of substantive university managerial and administrative roles (see paragraph 13.1.11), which may, at the discretion of the University Employer, require more than the equivalent of 6 (i.e. 5 core and 1 extra) weekly academic programmed activities, include, but are not limited to:

- Dean / Sub-Dean / Postgraduate Dean
- Teaching Dean / Research Dean
- Head of Division / Head of Department
- Phase Convenor / Specialty Convenor

**Balance of Activities within the Integrated Job Plan: Summary of Variations**

Variation	Total PAs	Academic		Clinical Service	
		Core	Extra	Core	Extra
1	11	5	1	5	0
2	12	5	1	5	1
3	12	5	0	5	2
4	12	5-10	2	5-0	0
5	≤ 10	≤ 5	0	≤ 5	0

**Notes:** Examples of variations in the balance between academic and clinical service commitments within the integrated job plan expressed as programmed activities (PAs):

<sup>1</sup> The norm for a clinical academic consultant with a full-time contract and no extra clinical service programmed activities (see paragraphs 13.1.8-13.1.10 of the terms and conditions)

<sup>2</sup> As for (1) with one extra clinical service weekly programmed activity (see paragraph 13.1.12 of the terms and conditions)

<sup>3</sup> As for (1) with two extra clinical service weekly programmed activities (see paragraph 13.1.13 of the terms and conditions)

<sup>4</sup> Clinical academic consultant with a substantive university managerial role (see paragraph 13.1.11 of the terms and conditions)

<sup>5</sup> Clinical academic consultant contracted for the equivalent of 10 weekly programmed activities or less (see guidance above)

Exceptionally, a clinical academic consultant may, by agreement, be contracted for more than the normal maxima of 2 extra programmed activities and 12 programmed activities in total.

**Pay, pensions and leave entitlement**

16. All elements of a clinical academic consultant’s salary will be paid through the University Employer (or other substantive employer), irrespective of the primary source (or sources) of funding. Premium rates will apply only to that portion of pay linked to clinical service work undertaken outwith the hours of 8am-8pm Monday-Friday or on public holidays. Remuneration for academic activities undertaken on behalf of the University Employer during the time when Premium

rates would apply, as defined in Section 4 of the terms and conditions, is to be incorporated within pay (at plain time rates) linked to additional academic activities as set out in paragraphs 13.1.10 and 13.1.11 of the terms and conditions.

17. Clinical academic consultant pay will be uplifted annually on 1 April in line with uplifts agreed for NHS-employed consultants.

### **Joint Appointing Procedures**

18. To comply with the recommendations of the Follett Review (paragraphs 31-38), appointment to clinical academic consultant posts should be made by a procedure jointly agreed by the University Employer and the NHS Employer.

### **Starting Salary**

19. In determining the starting salary of a clinical academic consultant, the University Employer will, in addition to considering the factors relating to the honorary NHS element of the post, as set out in Sections 5.1 and 5.4 of the terms and conditions, apply academic criteria. These may include:
  - length of time in academic training (research and /or teaching) posts;
  - possession of postgraduate research and /or teaching degrees;
  - awards, prizes and other evidence of academic recognition.
  - academic outputs (e.g. publications);
  - national / international standing.

### **Disciplinary and Grievance Procedures**

20. As recommended by the Follett Review (paragraph 63), the University Employer and the relevant NHS body should jointly prepare a formal agreement on the procedures for the management of poor performance and for disciplinary action to be followed for clinical academic consultants. As a minimum these should: ensure joint working from the outset (i.e. from the moment when a problem or potential problem is identified); specify which body is to take the lead; ensure suitable cross membership of disciplinary bodies; be expeditious.
21. The responsibility for investigating and managing matters related to poor performance, discipline or grievance will normally follow the lines of accountability as set out in paragraph 13.2.1 of these terms and conditions, i.e. the University Employer will lead on matters arising under the substantive contract and the NHS Employer will lead on matters arising under the honorary contract.
22. The development by the universities of a new model statute will provide an opportunity to co-ordinate and cross-reference these principles as they are incorporated into the separate procedures.

## **Review**

This document was originally produced in July 2005. It was updated in July 2010 to incorporate an update on retirement; changes to University annual leave/public holidays; and to include a statement on Academic Freedom as ratified by CJCNC 17 June 2010. It was revised again in March 2011 to incorporate changes to retirement and to provide more detailed terms and conditions and ratified by CJCNC 16 March 2011. An agreed revision was made on 31 October 2012 to include a Privacy Notice for Employees. The document was revised again in July 2013 to incorporate changes to Pension Arrangements (as a result of auto-enrolment legislation) and the Privacy Notice for Employees was updated. Further revisions were made in April 2015, removing references to HTBN in favour of Guaranteed Minimum Hours Contracts, and ratified by CJCNC on 28 April 2015. Following contracting-out pensions changes, an update was made in May 2016. It was revised again in January 2017 to update the definition of Academic Freedom and broken web links. In October 2017, a clause on 'other paid employment' was updated and the requirement to comply with information security policies was added and agreed at CJCNC. In December 2017, an update was agreed by CJCNC regarding holiday pay for non-contractual overtime/call-outs.

In May 2018, the paragraphs regarding Privacy Notice were removed to comply with GDPR regulations. In April 2020, paragraphs were added regarding place of work, ongoing right to work, probation, collective agreements, training, pay in lieu of notice and garden leave, other paid leave and benefits to ensure compliance with new legislation, effective 6 April 2020, regarding written particulars of employment.

In October 2020, the paragraphs relating to annual leave, public holidays and closure days were amended to reflect the changes introduced by People and Money. This includes recording of annual leave and public holidays in hours rather than days and the recording of these within People and Money.

In September 2021, wording was added to the Annual Leave section to make it clear that the University can stipulate when leave can be taken.

In December 2021, wording was added to the Annual Leave section to note the increase in annual leave entitlement awarded in recognition of the Queen 70th (Platinum) Jubilee.

In February 2022, an amendment was made to section 6 – notice of termination of appointment to clarify that it is continuous service at the University that is being referred to.

In May 2022, an amendment was made to the salary adjustment section on how pay will be calculated if you start or leave us part way through the month, or a salary adjustment is required to be calculated for any other reason e.g. you change roles or hours part way through the month.

In January 2023, wording was amended in the Annual Leave section to note the increased annual leave entitlement previously awarded in 2022 in recognition of the Queen's 70<sup>th</sup>

(Platinum) Jubilee, but which now recognises the additional bank holiday in 2023 to recognise the King's Coronation.

In February 2023, the link to Pension detail was updated in footnote 1.

In July 2023, the heading, 'Off Campus working' and following wording (a-d) was added to reflect the launch of the Hybrid Workplace and revised Flexible Working policies.

In January 2024, the wording added in January 2023 regarding the additional bank holiday to recognise the King's Coronation was removed.

In March 2024, the pension paragraph regarding legacy pension schemes was amended to reflect the position that if there is a change to an employee's job that results in a change to terms and conditions of employment, they may not have the opportunity to remain in their current scheme and may be required to join USS from the start date of the change to their job.

In June 2024, a paragraph was inserted on 'deduction from wages' in the circumstances where an overpayment has been made by the University.

These summary terms and conditions will be subject to review as appropriate due to changes in legislation, statutory requirements or other agreed changes. In the absence of this, they will be reviewed by December 2025.

#### **Alternative Format**

If you require this document in an alternative format, including in Word, please contact [HRHelpline@ed.ac.uk](mailto:HRHelpline@ed.ac.uk).