

**CONDITIONS OF EMPLOYMENT for CONSULTANT CLINICAL ACADEMIC STAFF**

(May 2013)

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#### Definitions

**PART A: GENERAL CONDITIONS**

* 1. The salary scales and conditions of employment for staff are agreed between the University of Exeter and recognised trade unions in the University of Exeter Joint Committee for Consultation and Negotiation.
	2. The University may from time to time amend the conditions of service through the Joint Committee for Consultation and Negotiation. Changes will be notified to members of staff.
	3. Members of staff are also subject to the University’s Charter and to the Statutes and Ordinances of the University, which may be amended from time to time by the Council of the University.
	4. This document must be read in conjunction with individual letters and such other documents as may be specific to any particular person, post or appointment.

**PART B: CONDITIONS OF EMPLOYMENT DETERMINED BY THE UNIVERSITY**

#### 1 LOCATION

1. Staff will be appointed to a particular College or Service within the University, but may be redeployed after due consultation to other duties within their competence elsewhere in the University, if such a reallocation is in the interests of the University.
2. The location of the appointment will be specified in the letter of appointment. The University reserves the right to relocate its employees to any of its campuses, or other locations where it provides a service, within reasonable travelling distance of this location, following appropriate consultation and notification.

**2 DURATION AND TERMINATION OF APPOINTMENTS**

1. Fixed-term appointments are for a period specified at appointment and shall terminate automatically at the end of the period specified.
2. For consultants who are not Professors:
* to terminate the employment prior to the date of retirement or the notified end date of a fixed term contract, other than in cases of summary dismissal, the University should give a minimum of three months' notice to expire at the end of a term/semester (as appropriate to the teaching requirements of the post) or at the end of the long vacation.
* to terminate the employment prior to the date of retirement or the notified end date of a fixed term contract, the employee is required to give a minimum of three months' notice to expire at the end of a term/semester (as appropriate to the teaching requirements of the post) or at the end of the long vacation.
1. For consultants who are Professors:
* to terminate the employment prior to the date of retirement or the notified end date of a fixed term contract, other than in cases of summary dismissal, the University should give a minimum of six six months' notice, terminating on the final day of an academic term, or the final day of the Long Vacation, in any year.
* to terminate the employment prior to the date of retirement or the notified end date of a fixed term contract, the employee is required to give a minimum of six months' notice, terminating on the final day of an academic term, or the final day of the Long Vacation, in any year.

**3 HOLIDAYS**

1. The annual leave entitlement for full-time staff is 29 days plus 8 bank/public holidays and (subject to paragraph (c) below) 3 Closure Days designated by the University. The University reserves the right, following consultation with trade union representatives, to convert up to 3 days of the 30 day entitlement into Closure Days designated by the University.
2. The University reserves the right to determine when one day of this leave is to be taken by giving formal notice to staff no later than the preceding 31 December. (In practice, the University will only exercise this right when Christmas Day falls on either a Tuesday or a Thursday, to avoid campuses being open for a single day ie either Christmas Eve or 2 January.)
3. To meet operational requirements, the University may require staff to work on a designated Closure Day, in which case alternative paid leave will be provided, to be taken by agreement with management, and no additional payment will be made.
4. For part-time staff working fewer days or hours, leave entitlement is proportionate.
5. The annual leave year, for both the accrual and taking of leave, is 1 January to 31 December.
6. The annual leave entitlement for staff joining or leaving the employment of the University during the course of the year is proportionate to their completed service during the leave year.
7. If an employee whose employment ends during the year has taken more days of leave than s/he has accrued up to their final date of employment, then a deduction will be made from their final salary payment.
8. Staff are expected to take their leave in the leave year in which it is accrued. While there is no entitlement to carry forward leave, where it is not possible (eg for operational reasons) for employees to take all their leave entitlement, they may carry forward up to 5 days' leave to the following year, with the permission of their College PVC/Head of Service or other senior manager. Any leave carried forward must be taken by 30 April in the following year or it will be lost. If a member of staff has more than 5 days' leave outstanding at the end of a year, the excess over and above 5 days will be lost. There is no entitlement for payment in lieu of untaken leave.
9. Staff employed on a fixed term basis are expected to take annual leave accrued in the year in which their employment ends before the expiry of their contract.
10. The timing of leave is by agreement with the relevant manager/Head who will take into account both individual preferences and operational requirements. In the case of staff in academic roles, leave will normally be taken during University vacations.

**4 OTHER LEAVE**

1. Compassionate and Emergency Leave: The University recognises that compassionate leave arrangements need to be flexible to meet individual circumstances. For example, some staff may need to travel long distances or the period of time they need to be away from work may not be immediately clear. In addition, the University needs to meet its statutory obligation to allow staff to take reasonable (unpaid) time off to deal with sudden emergencies involving a dependant (and to make any necessary longer term arrangements). The University’s approach towards compassionate and emergency leave recognises the importance of this flexibility. The basic provision is a period of up to two days paid leave (depending on location and circumstances) in the event of the death or serious illness of a close relative, which may only be taken following consultation with senior management. The University’s policy on ‘Emergency Leave – Time off for Dependants’ (available from the Human Resources website by following the link for ‘Parents and Carers’) provides for an extension of compassionate leave by the use of annual leave or unpaid leave or additional paid compassionate leave in certain emergency situations, by agreement with senior management and (to ensure consistency) Human Resources.
2. Staff called for jury service must inform their College PVC/Head of /Service andHuman Resources. If jury service lasts for less than half a day the employee must return to work for the remainder of the day, wherever practicable. Employees should keep their line manager regularly informed about how long they are likely to be away from work. During attendance at the court, employees should claim from the court any compensation for loss of earnings and the University will then pay the difference between such entitlements and normal average earnings. Upon return to work the employee must submit the documentation required by Human Resources with evidence of actual payments claimed and received from the court to enable the University to make an adjustment to salary equivalent to the payment received from the Court for loss of earnings only. Pension contributions will not be affected.
3. Staff who are required to attend summer camps for training in any voluntary reserve of the Armed Forces may claim onepaid week of leave. Any additional period should be taken from annual leave.
4. Reasonable leave without pay will normally be allowed for the discharge of public duties in accordance with the statutory provisions.
5. Staff may apply for Study Leave or Leave of Absence in accordance with procedures detailed in Appendix D below.
6. Details of arrangements for:
* maternity pay and leave
* paternity pay and leave
* adoption pay and leave
* parental leave and
* the right to request variations in working arrangements for parents and carers

are available from the Human Resources website (follow the link for ‘Parents and Carers’).

#### 5 SICKNESS ABSENCE

1. Notification requirements

Staff are required to:

1. notify their nominated supervisor or College PVC as soon as reasonably practicable on the first day of absence by telephone or message; and to give an expected date of return or when they will be able to call again with further information. Notification should be made in person if possible.
2. obtain a medical certificate for all periods of absence in excess of one week (including weekends) and complete, sign and forward it promptly to their supervisor or College PVC/Head of Service.
3. notify their supervisor or College PVC whether or not they will be returning to work at the expiry of a medical certificate and, if appropriate, forward a further medical certificate, as in (ii) above.

Failure to comply with the above notification requirements (including renewal notification) without good cause may result in the University withholding sick pay for each day for which notification is late. Failure to comply with notification requirements may be treated as a disciplinary matter.

(b) Recording

Staff are required to complete a self-certification form (available from their supervisor/manager) for all sickness absence, either on their return to work or following the first week of absence, which ever is the earlier.

(c) Reference to Occupational Health Service

The University may refer an employee to be examined by the Occupational Health Service or a doctor nominated by the University where there are concerns about their health or level of attendance.

In exceptional cases, where there are concerns that the continued presence of the employee would be detrimental to their own health and safety or to that of others, the College PVC/Head of/ Service may, in consultation with Human Resources, instruct the employee to remain at home pending confirmation from the Occupational Health Adviser of their fitness to attend work.

(d) Claims against third party

Any payment of sickness allowance is subject to a refund to the University in the event of successful claims against a third party.

(e) University Sick Pay

Subject to the requirements of this section, the University will pay sickness allowances as follows:

Length of Service Full pay allowance Half pay allowance

First year of service 1 month 1 month

Second and third years’ service 3 months 3 months

Over three years’ service 6 months 6 months

 The period of allowance is subject to the length of service as at the first day of absence and to the deduction of the aggregate of any periods of paidsickness absence during the twelve months immediately preceding the first day of absence.

 Allowances are proportionate for part-time and term-time staff and staff whose hours have varied in the 12 month period prior to the first day of absence.

 Length of service includes periods of maternity leave and unpaid leave.

 The full pay allowance is an amount which, when added to Statutory Sick Pay (SSP) or statutory incapacity benefits receivable, is the equivalent of normal pay.

 The half pay allowance is an amount equal to half basic pay plus an amount equivalent to SSP or statutory incapacity benefits receivable, so long as the total sum does not exceed normal pay.

 Employees are under an obligation to declare to the University any entitlement to statutory incapacity benefits and any subsequent changes in such entitlement.

(f) Sickness and Annual Leave

If an employee falls sick before commencing a period of pre-booked annual leave they will be regarded as being on sick leave for the period they were not well enough to attend work, provided that this period is covered by a medical certificate.

Any sickness which occurs during a period of annual leave will count as annual leave unless supported by a medical certificate issued at the time of the illness.

Statutory holidays and designated closure days at Easter and Christmas are not transferable to other dates. In the event of sickness on any of these days a normal day’s salary will be paid.

(g) Attendance at Work

For health and safety reasons, staff who are signed off work with a medical certificate should not attend work without the express authority of the University.

(h) Pregnancy-related illness

An employee who is absent from work for a pregnancy-related illness with a pregnancy-related illness following the beginning of the fourth week before the Expected Week of Childbirth (EWC) will automatically start their maternity leave period on the first day of absence

(i) Code of Practice

Sickness absence will be managed by the University in accordance with the ‘Managing Absence Code of Practice’ discussed with recognised trade unions (available on the Human Resources website – follow the link for A-Z HR policies).

#### 6 PENSION

1. Subject to the rules of the Universities Superannuation Scheme (USS), new appointments are eligible to join USS, which is a contracted-out scheme. The employee’s contribution rate and the contribution made by the University are determined by USS in accordance with the rules of the Scheme. Any change to the employee’s contribution rate agreed by USS will be notified to employees by the University.
2. Subject to meeting the eligibility criteria, staff will automatically become members unless they opt out in accordance with the rules of the relevant scheme.
3. Subject to the rules of the NHS Pension Scheme, staff may be able to continue membership of the NHS Pension Scheme.

**7 DISCIPLINARY AND GRIEVANCE PROCEDURES**

Staff are subject to the disciplinary, grievance, dismissal and associated procedures detailed in the Statutes and Ordinances of the University (available on the Human Resources website – follow the link for A-Z HR policies) which may be amended from time-to-time by the Council of the University.

**8 INTELLECTUAL PROPERTY**

Staff are bound by the Intellectual Property Policy of the University, which may be amended from time by the Council of the University, and to any agreement between the University of Exeter, the NHS trusts involved with the University of Exeter Medical School and any other interested party, concerning the treatment of Intellectual Property.

The Intellectual Property Policy is available on the Research Toolkit webpages. Further information on this policy and the application of intellectual property rights (IPR) can be obtained from Research and Knowledge Transfer.

It is the responsibility of all Clinical Academic staff to be aware of opportunities to exploit intellectual property for the benefit of the Medical School and the NHS.

#### 9 EQUALITY and DIVERSITY

Members of staff are required to comply with the University’s policies and procedures on equality, diversity and dignity at work and study (<http://www.exeter.ac.uk/staff/equality/>).

**10 HEALTH and SAFETY**

Members of staff are required to comply with the University’s policies and procedures on health and safety at work ([www.ex.ac.uk/safety](http://www.ex.ac.uk/safety)).

**11 EXPENSES**

Expenses will be reimbursed by the University in accordance with published regulations (available via the HR A-Z webpages, click on ‘Expenses’).

**12** **CONFIDENTIALITY**

You must not disclose any information of a confidential nature relating to the University (or any of its associated partners) to any third party, during or after your employment except in the proper course of your employment or as required by English law.

**13** **GENERAL MEDICAL COUNCIL**

Clinical academic appointments are subject to the postholder’s continued and ongoing registration with the General Medical Council.

**14** **HONORARY APPOINTMENT WITH THE NHS**

Clinical academic appointments are subject to the postholder holding an honorary contract with an appropriate NHS organisation agreed with the University. The appropriate NHS organisation will be named in the letter of appointment.

You will be required to perform the number of clinical programmed activities agreed within your Job Plan at this Trust. These clinical duties form part of the duties owed to the University under the contract of employment.

You may engage in private clinical work, providing this does not interfere with your University or NHS duties, subject to the terms of Annex C within the attached Guidance on Salary and Working Arrangements for Consultant Clinical Academic Staff on spare professional capacity. You should note that neither the University of Exeter can accept liability for any claims arising from your clinical work.

Subject to the rules of medical ethics, the University will be entitled to have access to, and to take account of, any investigations and decisions made by any NHS trust in respect of which an honorary contract is held for the purposes of the position as a whole, without having to conduct further investigations.

Subject to the rules of medical ethics, the individual will disclose to the institution on request all documents in his/her possession or under his/her control relating to the termination of any honorary contract.

**15** **PROFESSIONAL CONDUCT AND COMPETENCE**

If any question arises between the NHS organisation holding the honorary contract and the postholder as to their professional conduct or competence, the appointment will be subject to the provisions of NHS circular No.1990 (PCS) 8, particularly at paragraphs 16 and 17 of Annex C (or successor documentation). Any findings made as a result of any investigations made under that Circular, will be referred to the University for consideration under the relevant University procedures. Copies of the relevant documents are available, on request, from Human Resources.

**16** **INSURANCE**

Clinical academic staff are encouraged to maintain membership of a medical defence society or carrying some similar form of insurance cover.

**16** **APPRAISAL and JOB PLANNING**

This appointment will be underpinned and supported by joint University and NHS appraisal and job planning. Your job plan will be reviewed on an annual basis by your Trust line manager, your University of Exeter line manager and yourself. Any party may propose amendment at any time. You will be required to comply with any institutionally agreed appraisal and/or staff assessment system operated by the University in relation to your personal performance and the national job planning process in relation to your duties.

If, as part of your job, you are responsible for appraisal of other members of staff, you should ensure that you have attended the appropriate University training course before conducting such appraisals. Details of courses can be obtained from Human Resources.

**17 HOURS OF WORK**

Your notional standard contractual hours of work will be 40 hours per week (10 programmed activities) in a full-time role, but you will be expected to work such hours as are necessary to carry out the duties associated with your post. (pro-rata for part-time appointments)

**PART C: Conditions of employment determined by the University after taking account of the NHS Terms and Conditions – Consultants (England) and guidance issued by the Universities and Colleges Employers Association (UCEA)**

# Basic salary and pay thresholds

1. Your basic salary has been calculated in accordance with the provisions of Annex A or B (see letter of appointment for which annex applies).

Your basic salary includes the appropriate number of years of seniority credited to take into account relevant experience that is equivalent to consultant level.

(Note: normally, but not exclusively, senior lecturer, reader or professorial level experience)and any relevant academic qualifications. The University has set your starting salary in consultation with your honorary employer(s).

The appropriate number of years of seniority will be specified in the letter of appointment or otherwise confirmed in writing by the University.

1. The duties under your honorary contract with [specify NHS trust(s) ] will count towards pay progression in accordance with the provisions of Annex D.
2. The value of each pay threshold and the number of years' service normally required before you become eligible for pay thresholds are set out in Annex A or B (see letter of appointment for which annex applies).
3. Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to or commencement of this contract. This is for administrative purposes only and will be without detriment to the level of seniority on which you transfer or commence or, upon leaving this employment, your final salary payment.
4. Your basic salary, together with any payments for additional Programmed Activities (see paragraph 15 below), includes payment for all Contractual and Consequential Services.

### **Additional Programmed Activities and Spare Professional Capacity**

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

# Criteria for pay thresholds

1. The criteria for pay thresholds are set out in Annex D. These criteria are consistent with those applied to substantive NHS consultants and no additional criteria will affect pay progression.
2. Following your integrated Job Plan reviews 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 PVC or his/her nominee. This will be copied to you and the Chief Executive of the NHS organisation where you hold your honorary contract.
3. The University will make the final decision on pay progression, having consulted with your NHS employer(s). Where one, or more, of the criteria for pay progression is not achieved in any year, the University will have the discretion to decide, where appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.
4. You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be the University’s responsibility to show why this decision was taken drawing, as necessary, on the views of your honorary employer(s). An appeal framework is set out in Annex E to this contract**.**

# Process for award of pay thresholds

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

# Pay uplift

1. Your basic salary and the value of any supplements will be uplifted in line with the recommendations of the Clinical Academic Staff Sub Committee (CASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement, which translates the Government’s implementation of the recommendations of the Review Body on Doctors’ and Dentists’ Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates as may be varied from time to time in line with the Government’s implementation of the DDRB recommendations and its translation by the CASSC, or any successor arrangement.
2. The rates of pay can be viewed on the Human Resource webpages at [insert link]

### **Pay supplements**

### **Payment for Additional Programmed Activities**

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

### **Distinction Awards, Discretionary Points and Clinical Excellence Awards**

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

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.

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

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

### **Premium Time**

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

### **Other Payments and Allowances**

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

# Duties

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

The make-up of your duties will be reviewed annually within the Job Planning System by your Head of Department/Manager and the NHS manager to whom you are responsible for any clinical duties, and also through the staff appraisal system.

You are expected to fulfil the professional responsibilities that can reasonably be expected of a Consultant /Clinical Academic. Those duties may include teaching and tutorial guidance, clinical duties under any honorary contract issued by an NHS Trust, research and other forms of scholarly activity, examining, curriculum development, administration and related activities.

You are expected to work flexibly and efficiently, and to maintain the highest professional standards in discharging your responsibilities, and in promoting and implementing the corporate policies of the University.

Annex A - Basic salary and payment for Additional Programmed Activities for clinical academic doctors and dentists appointed to a consultant level post on or before 31 January 2004

*This Annex applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or before 31 January 2004. Annex B applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or after 1 February 2004. For the purposes of determining whether this Annex, or Annex B, applies, the date of first appointment will be regarded as the date on which the post was offered[[1]](#footnote-1).*

# Date of transfer to the new contract

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

# Pay uplift

1. Increases to pay threshold values will be uplifted in line with the recommendations of the Clinical Academic Staff Sub Committee (CASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement, which translates the Government’s implementation of the recommendations of the Review Body on Doctors’ and Dentists’ Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates as may be varied from time to time.

# Definition of seniority

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

# Basic pay on commencement

1. On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:
* for full-time clinical academics who have previously held a whole-time consultant contract, be as set out in the salary table below; or
* for part-time clinical academics (i.e. those with a total commitment of less than 10 Programmed Activities), be pro rata to the levels set out in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic’s integrated Job Plan as a proportion of the ten Programmed Activities for full time consultants.
1. Where a clinical academic holds discretionary points or a local clinical excellence award, there will be a pro-rata increase in the payment for an additional Programmed Activity, compared with the rates in the salary table below. Where a clinical academic holds a distinction award or a higher clinical excellence award, the pro- rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points or local Clinical Excellence Awards as the case may be.

# Pay protection

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

# Pay thresholds

1. Clinical academics will become eligible for pay thresholds at the intervals set out in the salary table below on the 1st of the month nearest the anniversary of transfer to the contract.
2. The value of pay thresholds for full-time clinical academics who have previously held a whole-time contract (or equivalent) will be as referred to in the salary table below.
3. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels referred to in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic’s integrated Job Plan as a proportion of the ten standard Programmed Activities for full-time clinical academics.

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

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

| **Seniority at transfer to the new contract** | **Years after transfer before threshold level changes** | **Pay threshold** |
| --- | --- | --- |
| 30+ | On transfer to new contract |  |
|  | 1 year after transfer | 7 |
|  | 2 years after transfer | 8 |
| 21-29 | On transfer to new contract |  |
|  | 1 year after transfer | 6 |
|  | 2 years after transfer | 7 |
|  | 3 years after transfer | 8 |
| 20 | On transfer to new contract |  |
|  | 1 year after transfer | 6 |
|  | 3 years after transfer | 7 |
|  | 4 years after transfer | 8 |
| 19 | On transfer to new contract |  |
|  | 1 year after transfer | 6 |
|  | 3 years after transfer | 7 |
|  | 5 years after transfer | 8 |
| 18 | On transfer to new contract |  |
|  | 2 years after transfer | 6 |
|  | 3 years after transfer | 7 |
|  | 5 years after transfer | 8 |
| 17 | On transfer to new contract |  |
|  | 2 years after transfer | 6 |
|  | 4 years after transfer | 7 |
|  | 6 years after transfer | 8 |
| 16 | On transfer to new contract |  |
|  | 3 years after transfer | 6 |
|  | 4 years after transfer | 7 |
|  | 7 years after transfer | 8 |
| 15 | On transfer to new contract |  |
|  | 3 years after transfer | 6 |
|  | 4 years after transfer | 7 |
|  | 8 years after transfer | 8 |
| 14 | On transfer to new contract |  |
|  | 3 years after transfer | 6 |
|  | 5 years after transfer | 7 |
|  | 9 years after transfer | 8 |
| 13 | On transfer to new contract |  |
|  | 3 years after transfer | 6 |
|  | 5 years after transfer | 7 |
|  | 10 years after transfer | 8 |
| 12 | On transfer to new contract |  |
|  | 3 years after transfer | 6 |
|  | 6 years after transfer | 7 |
|  | 11 years after transfer | 8 |
| 11 | On transfer to new contract |  |
|  | 4 years after transfer | 6 |
|  | 7 years after transfer | 7 |
|  | 12 years after transfer | 8 |
| 10 | On transfer to new contract |  |
|  | 4 years after transfer | 6 |
|  | 8 years after transfer | 7 |
|  | 13 years after transfer | 8 |
| 9 | On transfer to new contract |  |
|  | 4 years after transfer | 6 |
|  | 9 years after transfer | 7 |
|  | 14 years after transfer | 8 |
| 8 | On transfer to new contract |  |
|  | 5 years after transfer | 6 |
|  | 10 years after transfer | 7 |
|  | 15 years after transfer | 8 |
| 7 | On transfer to new contract |  |
|  | 5 years after transfer | 6 |
|  | 10 years after transfer | 7 |
|  | 15 years after transfer | 8 |
| 6 | On transfer to new contract |  |
|  | 1 year after transfer | 5 |
|  | 5 years after transfer | 6 |
|  | 10 years after transfer | 7 |
|  | 15 years after transfer | 8 |
| 5 | On transfer to new contract |  |
|  | 1 year after transfer | \* |
|  | 2 years after transfer | 5 |
|  | 6 years after transfer | 6 |
|  | 11 years after transfer | 7 |
|  | 16 years after transfer | 8 |
| 4 | On transfer to new contract |  |
|  | 1 year after transfer | 3 |
|  | 2 years after transfer | 4 |
|  | 3 years after transfer | 5 |
|  | 6 years after transfer | 6 |
|  | 11 years after transfer | 7 |
|  | 16 years after transfer | 8 |
| 3 | On transfer to new contract |  |
|  | 1 year after transfer | \* |
|  | 2 years after transfer | 4 |
|  | 3 years after transfer | 5 |
|  | 7 years after transfer | 6 |
|  | 12 years after transfer | 7 |
|  | 17 years after transfer | 8 |
| 2 | On transfer to new contract |  |
|  | 1 year after transfer | 2 |
|  | 2 years after transfer | 4 |
|  | 3 years after transfer | 5 |
|  | 8 years after transfer | 6 |
|  | 13 years after transfer | 7 |
|  | 18 years after transfer | 8 |
| 1 | On transfer to new contract |  |
|  | 1 year after transfer | \* |
|  | 2 years after transfer | 3 |
|  | 3 years after transfer | 4 |
|  | 4 years after transfer | 5 |
|  | 9 years after transfer | 6 |
|  | 14 years after transfer | 7 |
|  | 19 years after transfer | 8 |

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

Annex B - Basic salary and payment for Additional Programmed Activities for clinical academic doctors and dentists first appointed to a consultant level post on or after 1 February 2004

*This Annex applies to all clinical academics doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or after 1 February 2004. Annex A applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or before 31 January 2004. For the purposes of determining whether this Annex, or Annex A, applies, the date of first appointment will be regarded as the date on which the post was offered[[2]](#footnote-2).*

# Pay uplift

1. Increases to pay threshold values will be uplifted in line with the recommendations of the Clinical Academic Staff Sub Committee (CASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement, which translates the Government’s implementation of the recommendations of the Review Body on Doctors’ and Dentists’ Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates as may be varied from time to time.

# Basic pay and pay thresholds

1. On commencement, the value of basic salary – and of payments for any additional Programmed Activities – will normally be the first of the thresholds set out in the salary table below.
2. Where Associate Specialists have been paid in their previous regular employment at a basic salary, including any additional points, higher or equal to the rate at which they would (were it not for this provision) be paid on taking up their new consultant appointment, then their starting salary in the new appointment shall be fixed at the threshold in the scale next above that previous rate.
3. Basic salary on commencement will be set at a higher threshold to reflect any relevant experience or time spent in training, in accordance with paragraphs 4 to 6 of Annex A.
4. Clinical academics will become eligible for additional pay thresholds at the intervals set out in the salary table below.
5. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels referred to in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic’s integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time clinical academics.

**Pay progression for consultant clinical academics first appointed as an NHS consultant on or after 1 February 2004**

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

|  |  |  |
| --- | --- | --- |
| Threshold | Years completed as a consultant | Period before eligibility for next threshold |
| 1 | 0 | 1 year |
| 2 | 1 | 1 year |
| 3 | 2 | 1 year |
| 4 | 3 | 1 year |
| 5 | 4 | 5 years |
|  | 5 | 4 years |
|  | 6 | 3 years |
|  | 7 | 2 years |
|  | 8 | 1 year |
| 6 | 9 | 5 years |
|  | 10 | 4 years |
|  | 11 | 3 years |
|  | 12 | 2 years |
|  | 13 | 1 year |
| 7 | 14 | 5 years |
|  | 15 | 4 years |
|  | 16 | 3 years |
|  | 17 | 2 years |
|  | 18 | 1 year |
| 8 | 19 |  |

Annex C – Additional Programmed Activities and Spare Professional Capacity

1. Where a clinical academic intends to undertake private practice other than such work specified in his or her integrated Job Plan (including work specified in the honorary contract), whether for the NHS, for the independent sector, or for another party, the provisions in this Annex will apply.
2. Where a clinical academic intends to undertake such work:
* the clinical academic will first consult with his or her responsible managers;
* employing organisations may, but are not obliged to, offer the clinical academic the opportunity to carry out up to one additional Programmed Activity per week on top of the standard commitment set out in the integrated Job Plan;
* both the University and the honorary employer(s) may each offer additional Programmed Activities, but the clinical academic will not be expected to undertake, on average, any more than one additional Programmed Activity per week to meet the relevant criterion for pay thresholds. The integrated job planning process should be used to agree for which employing organisation any additional Programmed Activities should be undertaken;
* additional Programmed Activities may be offered on a fixed basis, but where possible employing organisations will offer them on a mutually agreed annualised basis, as part of the integrated job planning process. Where clinical academics prospectively agree to additional Programmed Activities these will be remunerated;
* employing organisations will normally put any such offer to the clinical academic at the annual Job Plan review. Unless they and the clinical academic agree otherwise, any such offer will be made no fewer than three months in advance of the start of the proposed additional Programmed Activities, or six months in advance where the work would mean the clinical academic has to re-schedule external commitments;
* there will be a minimum notice period of three months for termination of these additional activities. If a clinical academic ceases to undertake Private Professional Services, he/she may relinquish the additional Programmed Activity subject to a similar notice period;
* employing organisations will give all clinical academics an equal opportunity to express an interest in undertaking additional activities for which they are qualified. Any offer or acceptance should be made in writing;
* full-time clinical academics, who are currently working the equivalent of 11 or more Programmed Activities and agree, as part of the integrated job planning process, with their substantive employer and their honorary employer(s)~~,~~ that the same level of activity should form part of their integrated Job Plan under the new contract, will not be expected to offer any additional work on top of this;
* part-time clinical academics who wish to use some of their non-contracted time to do private practice will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
1. If a clinical academic declines the opportunity to take up any additional Programmed Activities that are offered in line with the provisions above, and the clinical academic subsequently undertakes remunerated clinical work as defined above, this will constitute one of the grounds for deferring a pay threshold in respect of the year in question. If another consultant (NHS or University-employed) in the group accepts the work, there will be no impact on pay progression for any consultant in the group.
2. The provisions in this Annex are without prejudice to the possibility that the clinical academic and employing organisations may wish to agree additional extra Programmed Activities above the levels provided for in paragraph 2.

Annex D - Criteria for pay thresholds

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

Annex E – Mediation and appeals framework

1. This Annex sets out a nationally agreed Framework[[3]](#footnote-3)\*[[4]](#footnote-4) for Mediation and Appeals in the case of disputes arising from the integrated job planning process or decisions about pay progression, in the case of University employed clinical academics who are employed in the NHS consultant grade via an honorary contract. The Framework embodies the principle of joint working recommended in the Follett report.

# National Framework

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

# Mediation

1. The clinical academic, or (in the case of a disputed Job Plan) the University manager or the clinical manager, may refer the matter to the PVC (or his/her nominee) who will consult with the NHS Medical Director. If the PVC (or his/her nominee) or Medical Director is one of the parties to the initial decision, the referral will be to an appropriate, designated other person. Where a clinical academic holds an honorary contract with more than one NHS organisation, a designated honorary employer will take the lead. The purpose of the referral will be to reach agreement if at all possible.
2. The process will be that:
* the clinical academic or either manager makes the referral in writing within two weeks of the disagreement arising;
* the party making the referral will set out the nature of the disagreement and his or her position or view on the matter;
* where the referral is made by the clinical academic, the managers responsible for the integrated Job Plan review, or for making the recommendation as to whether the criteria for a pay threshold have been met, will set out the employing organisations’ agreed position or view on the matter;
* where the referral is made by either the University manager or the clinical manager, the clinical academic will be invited to set out his or her position or view on the matter;
* the PVC (or his/her nominee), working with the Medical Director, or appropriate other person, will convene a meeting, normally within four weeks of receipt of the referral, with the clinical academic and the responsible managers to discuss the disagreement and to hear their views;
* if agreement is not reached at this meeting, the PVC (or his/her nominee), in consultation with the Medical Director, or appropriate other person, will decide the matter (in the case of a decision on the integrated Job Plan) or make a recommendation (in the case of a decision on whether the criteria for a pay threshold have been met) to the Vice Chancellor, copied to the NHS Chief Executive[[5]](#footnote-5), and inform the clinical academic and the responsible managers of that decision or recommendation in writing;
* in the case of a decision on whether the criteria for a pay threshold have been met, the Vice Chancellor will inform the clinical academic, the PVC (or his/her nominee) and Medical Director, or appropriate other person, and the responsible managers of his or her decision in writing;
* if the clinical academic is not satisfied with the outcome, he or she may lodge a formal appeal under this procedure.

# Formal appeal

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

v) a member chosen by the clinical academic from the list described at sub-paragraph iv) above of individuals approved by the Strategic Health Authority and the BMA and BDA. The process will be identical to that described at sub-paragraph iv) above and if an objection is raised one alternative representative will be chosen.

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

Annex F - Premium Time

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

# Scheduled work

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

# Unpredictable emergency work arising from on-call duties

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

# Work in premium time exceeding three programmed activities per week

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

**ANNEX G - STUDY LEAVE AND LEAVE OF ABSENCE**

1. Objective:

The University is prepared to grant study leave subject to certain conditions being met to promote research and the publication of the results of research to the fullest extent possible within available resources.

1. Definitions:
2. ’Study Leave’ is leave from normal teaching, research supervision and other duties within the University of a member of staff in the Education and Research job family in order that their time may be devoted exclusively to full-time research including the preparation of manuscript for publication.
3. Leave of Absence is leave for visits or secondments to other institutions or organisations at home or abroad for any purpose which it considers suitable and on such terms and conditions as are appropriate.
4. Conditions:
5. Study leave is granted on full pay, although members of staff are encouraged to apply for funding for all or part of the period of leave (with the funding coming from the University so that the individual continues to be paid by the University). Colleges may agree to support an application on condition that part funding is secured. The period of study leave will reckon for pension and continuous employment.
6. Leave of absence is usually unpaid, but members of staff will be advised of their right to continue pension contributions for the period of leave. Where they exercise this right, the University will meet the employer contributions in full. The period of leave of absence will reckon for continuous employment but it will not be counted automatically as service for incremental purposes or for the accumulation of annual leave.
7. Normally an applicant must have completed a substantial period of service in the University, usually five years for one or two terms, seven years for one year’s leave.
8. The applicant should submit a written request for study leave or leave of absence to their College PVC specifying the requested start/end date and the purpose of the leave (including specified outcomes), following the procedure notified by Human Resources. The College PVC will discuss the proposal with the College’s Deputy Vice Chancellor with a view to agreeing whether the request should or should not be supported.
9. The applicant must give their College PVC sufficient notice of their wish to apply for study leave to enable the PVC to discuss the proposal with senior management and to consider how the work of the applicant will be covered whilst they are on study leave.
10. In the event of an application not receiving support, the applicant will be informed of the decision by Human Resources and advised of the procedure for making an appeal. The Deputy Vice Chancellor will consider the initial appeal but if the matter remains unresolved there will be a right of further appeal through the appropriate Grievance Procedure.
11. Staff must submit a satisfactory report of their period of leave within one month of the completion of the period of leave. This must detail how the leave has fulfilled the aims specified in the application, what output has been produced or will be produced resulting from work during the study leave, including (forthcoming) publications and what future endeavours may result from the study leave activities. Failure to provide a satisfactory report will result in follow-up action from the College PVC, which could include the use of the disciplinary procedures.
12. Leave may be allowed on an exchange basis between a member of staff of the University and of another institution or organisation. Requests for such leave should be submitted as applications for leave of absence. It is normally a condition of leave being granted for this purpose that the exchange shall be financed from the salaries of the two persons concerned by mutual agreement.

**ANNEX H - POLICY ON ATTRACTION AND RETENTION PREMIA**

1. Exceptionally, the University will consider the application of attraction and retention premia for certain roles, as a supplement to the pay for the grade of the role, where:
* there is a clear business need, assessed against the strategic priorities of the University; and
* there is appropriate evidence that market pay rates are significantly higher than the University rate; and
* there is evidence of recruitment and retention difficulties; and
* all other approaches towards recruitment and retention have been considered.
1. In addition, there must be a clear and justifiable ‘ring-fence’ around the roles which are to be covered by the proposed attraction and retention premia, defined by (for example) specialist discipline and level/grade. Where attraction and retention premia are approved, they will apply equally to current and new appointments in the ‘ring-fence’.
2. Where the University is intending to apply attraction and retention premia, it will consult with trade union representatives appropriate to that area of work prior to a decision being made.
3. Attraction and retention premia must be approved by the College PVC/Head of Service, the Director of Human Resources and the line manager Deputy Vice Chancellor (for staff in Colleges) or the Registrar and Secretary (for staff in Professional Services).
4. Attraction and retention premia may be one-off payments (on appointment or following a fixed period provided the individual remains in employment) or ‘market supplements’ to salary (paid in monthly instalments with salary). Attraction and retention premia will be subject to statutory deductions and, except in the case of one-off payments, will be pensionable.
5. Human Resources will maintain a record of the rationale for each attraction and retention premium and will write to employees who receive an attraction and retention premium advising them of the additional payment and the circumstances in which it may be reduced or withdrawn and referring to this policy.
6. Attraction and retention premia which are paid as market supplements will be reviewed by the Director of Human Resources at annual intervals to ensure that there is a continued justification and that the level of premium is appropriate. The review may conclude that the market supplement should be maintained, increased, reduced or withdrawn. Where the market supplement is not reduced or withdrawn following this review, it will be adjusted in line with general increases to the national payspine.
7. In the event that the market supplement is reduced or withdrawn, the employee will be given three months notification in writing before any change takes effect. Where the market supplement is to be withdrawn or reduced, this change will be phased over three years (ie reduce by one-third of its original value each year).
8. Attraction and retention premia address differences between market pay rates and the rate for the University grade. Consequently, unless a continued and revised premium is justified and approved under this policy, any currently held attraction or retention premium above the new salary will be phased out in accordance with section 8 when the employee is promoted or regraded.
9. The University will monitor the application of attraction and retention premia as part of its equal pay review process. The University reserves the right to amend this policy and to revise and withdraw attraction and retention premia in order to comply with equal pay standards.

DEFINITIONS

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

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

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

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

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

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

**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, ie the University of Exeter.

**University** means the Council of the University of Exeter or any committees or officers who have been delegated authority to make decisions on grading and remuneration.

**Staff in the academic job families** means staff employed in the Education and Research job family, Education and Scholarship job family and Research job family.

**Education and Research job family** means staff employed as Lecturers, Senior Lecturers and Associate Professors progressing through the Education and Research route.

**Education and Scholarship job family** means staff employed as Associate Lecturer, Lecturer and Senior Lecturer and Associate Professors progressing through the Education and Scholarship route.

**Research job family** means staff employed as Associate Research Fellows, Research Fellows and Senior Research Fellows and Associate Professors progressing through the Research route.

**Professorial** and **Professorial related** means staff employed as Professors and Heads of Professional Services and other senior staff designated as Professorial-related. Professors are covered by the conditions of employment detailed for staff in the Education and Research job family or the Education and Scholarship job family; Professorial-related staff are covered by the conditions of employment detailed for staff in the support job family.

**Support staff** means all other staff employed by the University.

**Term-time staff** means staff who work less than 52 weeks per year (including holidays).

**Bank/public holidays** means the New Year’s Day bank holiday, Good Friday, Easter Monday, May Day bank holiday, Spring bank holiday (normally in May), Summer bank holiday (normally in August), Christmas Day bank holiday and Boxing Day bank holiday, or alternative days designated by the Government.

**Fellow workers** means “another of the employer’s workers”, in accordance with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

1. For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given. [↑](#footnote-ref-1)
2. For the purposes of this Annex the date offered is the date on which an unconditional offer of employment was given. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. \* Local guidelines may be agreed to supplement this framework. [↑](#footnote-ref-4)
5. The Chief Executive of the NHS Trust or PCT holding the clinical academic’s honorary contract. [↑](#footnote-ref-5)