

Terms & Conditions

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BASIC SALARY AND PAY THRESHOLDS:

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

ADDITIONAL PROGRAMMED ACTIVITIES AND SPARE PROFESSIONAL CAPACITY

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

CRITERIA FOR PAY THRESHOLDS

7. The criteria for pay thresholds are set out in Annex D. These criteria are consistent with those applied to substantive NHS consultants and no additional criteria will affect pay progression.
8. Following your integrated Job Plan review your QMUL manager and your NHS Trust clinical manager (for the purposes of your honorary contract) will submit a report jointly recommending a decision about your pay progression to the Principal or his/her nominee. This will be copied to you and the Chief Executive of the NHS organisation where you hold your honorary contract.
9. QMUL 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, QMUL 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.
10. You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be QMUL's responsibility to show why this decision was taken drawing, as necessary, on the views of your honorary employer(s). An appeal framework is set out in Annex E to this contract.

PROCESS FOR AWARD OF PAY THRESHOLDS

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

employer(s) decide that you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of paragraph 4 above.

PAY UPLIFT

13. Your basic salary and the value of any supplements will be uplifted in line with the recommendations of the Universities and QMULs Employers Association's 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.
14. The rates of pay set out in Annex A and Annex B to this contract are at April 2013 rates.

PAY SUPPLEMENTS

PAYMENT FOR ADDITIONAL PROGRAMMED ACTIVITIES

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

DISTINCTION AWARDS, DISCRETIONARY POINTS AND CLINICAL EXCELLENCE AWARDS

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

ON-CALL AVAILABILITY SUPPLEMENT

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

PREMIUM TIME

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

LONDON WEIGHTING

19. You will be paid London Allowance as set out in your contract.

RECRUITMENT AND RETENTION PREMIA

20. QMUL may decide to award a recruitment or retention premium in addition to basic salary. QMUL will determine the value of such premia and may adjust their value from time to time to take account of changing circumstances.

OTHER PAYMENTS AND ALLOWANCES

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

TRAVELLING EXPENSES AND SUBSISTENCE ALLOWANCES

22. QMUL will reimburse expenditure incurred by members of staff travelling on approved QMUL business, in accordance with the scheme laid down by the Council as amended from time to time.

REMOVAL EXPENSES

23. On taking up an appointment at QMUL, removal expenses will be reimbursed in accordance with the Scheme approved by the Council, as amended from time to time.

DUTIES

24. To continue to hold your job as a clinical academic with QMUL School of Medicine and Dentistry, you must be:
- a) a practising clinician; and
 - b) currently registered with the GMC; and
 - c) maintain your licence to practice as required by the GMC through the relevant revalidation process.
25. In addition, you will have an honorary contract with a partner NHS Trust and be expected to take part in joint job planning and appraisal.
26. 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 which is subject to annual review and agreement as outlined in your honorary contract.
27. You are responsible to your Director of Institute, the Principal, and the Council for the satisfactory performance of your duties. These duties shall include:
- a) the undertaking of such lectures, classes and other teaching duties, and supervision of students, including those within a clinical environment, as may reasonably be required;
 - b) the carrying out of research or other activities to promote the advancement of the employee's subject; the time required for teaching, administration and clinical duties shall be allocated in such a manner as to further this aim;
 - c) Clinical work as required.

PROBATION

28. All academic appointments (except for Chairs and Readerships) will be subject to a minimum probationary period of one year. New entrants into higher education will be set a probationary period of three years, but this may be extended exceptionally for a further year if there is any case of doubt about confirmation in post. If a probationer has taken significant periods of authorised leave the probationer may apply for extension of the probationary period to take account of these periods of absence. For appointments with relevant experience at other university institutions account shall be taken of such experience when setting a probationary period but this will still be subject to a minimum probationary period of one year.
29. Newly appointed academic staff shall be given every reasonable opportunity for professional development and the means to demonstrate their suitability and competence. New entrants into higher education (or those with less than three years relevant experience) will normally be required to undertake, during their period of probation, such courses of formal training and development in academic practice as may be recommended by QMUL.
30. Following a final review, newly appointed academic staff shall be informed whether confirmation in post is being recommended or that the probationary period will be extended or that the appointment will lapse at the end of the probationary period. In the latter case the member of staff will be informed of the reasons and shall have the right to appeal under the appeals procedure. In exceptional circumstances as defined in Statute 21 a probationary period may be terminated before the end of the period.

FIXED-TERM APPOINTMENTS

31. Academic staff appointed to a fixed term contract will be deemed to be on probation for up to the first three years of employment with reviews at the end of each year. At the end of each year of the fixed term contract the member of academic staff will be given written acknowledgement of the successful completion of training and of the year of probation, whether or not the contract is renewed.

APPRAISAL

32. All members of staff are required to participate in The National Joint Appraisal Scheme for Consultant Clinical Academic Staff, as amended from time to time.
33. Good Medical Practice - all members of staff should understand the duties of a doctor/dentist and follow the guidance provided by the General Medical Council in Good Medical Practice (www.gmc-uk.org) or the General Dental Council (www.gdc-uk.org)

INSURANCE

34. QMUL maintains certain insurances, information about which is published from time to time. These include an employer's and public liability policy and a personal accident policy.

PROFESSIONAL INDEMNITY COVER

35. The NHS Indemnity Scheme covers negligent acts by all Clinical Academic, Research and other staff who hold honorary contracts with any NHS Trust(s) associated with QMUL in connection with the treatment of NHS patients in District Hospitals and Community Health Services. In addition to patient care, the activities covered include teaching, research and clinical trials involving NHS patients.
36. Other work carried out by Clinical Academic staff and the activities of those who do not hold Honorary Contracts are NOT covered by NHS indemnity. These include private practice for personal gain or for the benefit of QMUL, "good Samaritan" acts, non-NHS research or clinical trials or consultancies involving human subjects, academic general practice and any other activities involving patients or human subjects outside the NHS.
37. It is therefore essential for Clinical Academic and other staff to have adequate defence cover for activities outside the scope of the NHS scheme. Practitioners are required to ensure that they are covered for any work which does not fall within the scope of the indemnity scheme and are therefore strongly advised to subscribe to a medical defence organisation.

CLINICAL TRIALS AND CLINICAL RESEARCH INSURANCE

38. QMUL holds a specific clinical trials and clinical research extension to its public liability insurance covering employees only, predicated on clinically qualified members of staff having their own professional indemnity insurance, and relating only to claims arising as a result of alleged negligence. Further details are available on request.

RESEARCH GOVERNANCE

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

INTELLECTUAL PROPERTY

40. Any discovery, design, computer software program or other work or invention which might reasonably be exploitable ('Invention') which is discovered, invented or created by you (either alone or with any other person) either directly or indirectly in the course of your normal duties or in the course of duties specifically assigned to you in the course of your employment shall promptly be disclosed in writing to QMUL. All intellectual property rights in such Invention

shall be the absolute property of QMUL and it shall have the right to apply for, prosecute and obtain patent or other similar protection in its own name. Intellectual property rights include all patent rights, copyright and rights in respect of confidential information and know-how. The ownership of copyright in research papers, review articles and books will normally be waived by QMUL in your favour unless subject to any conditions placed on the works by the funder.

41. You acknowledge that your duties include research work and that Inventions might reasonably be expected to arise either directly or indirectly as a result of this work. Inventions will be regarded as coming within this clause provided that they arise in connection with your duties even though outside the precise scope of the research project you were working on at that time.
42. You will be expected to publish the results of your research work, subject to the conditions of any contract providing funding for the research, after notifying QMUL of any Invention so as not to prejudice QMUL's ability to obtain patent protection or to exploit the Invention, where appropriate.
43. You shall if and whenever required to do so by QMUL, at their expense, do all acts and execute all documents which may be necessary to confirm the title of QMUL to such intellectual property rights whether in connection with any registration of such title or otherwise.
44. All rights and obligations under this Clause in respect of any Invention shall not cease upon termination of your employment.
45. A Code of Practice (as updated from time to time) will govern the exploitation of intellectual property belonging to QMUL to which you have contributed as an inventor or author.

WORK FOR OUTSIDE BODIES

46. Members of staff are encouraged to undertake those paid extra-curricular or outside activities normally associated with holders of university posts, eg external examining, book reviewing, advising on publications, providing articles, broadcasts and lectures, provided that in sum these activities do not adversely affect the proper performance of their QMUL duties. No special permission to undertake such tasks is required but members of staff should notify the extent of their commitments to their Director of Institute.
47. Research grants and contracts are accepted on behalf of QMUL as a corporate body by the Director of Resources and must be administered in accordance with the procedures determined by Council, as amended from time to time.
48. Members are also encouraged to undertake consultancies, subject to the conditions laid down from time to time by the Council provided that such appointments do not interfere with the proper performance of QMUL duties and on the basis that the member of staff accepts that QMUL disclaims responsibility for any act or omission on the part of the member of staff undertaking any such appointment. Members of staff who undertake consultancy work should obtain the prior approval of their Director of Institute.
49. Medically and Dentally qualified Professors, Readers & Senior Lecturers and other accredited staff are permitted (within certain limits as specified by the University and QMUL from time to time) to undertake private clinical practice for personal gain provided that this does not conflict with teaching, research and administrative commitments. Members of staff must obtain the prior permission of their Director of Institute.

HOLIDAYS

ANNUAL LEAVE

50. Within the leave year 1 August to 31 July, the annual leave entitlement for full-time staff is 30 working days, with the choice of dates left to the individual, subject to the prior approval of the Director of Institute as outlined in the Leave Arrangements for Medical and Dental Consultant Academic Staff (HCC) document.

51. It is expected that all leave will be taken during the leave year, but the Director of Institute may authorise the carrying forward of outstanding leave entitlement (up to a maximum of 5 days) to the next leave year in appropriate circumstances.
52. The specifying of annual leave in no way restricts the member of staff's freedom to work away from QMUL at times when their normal duties do not require them to be present.

PUBLIC AND STATUTORY HOLIDAYS

53. In addition to annual leave, full-time members of staff are entitled to paid holidays on the eight public/statutory holidays.

OTHER DAYS

54. Full-time members of staff are entitled to paid holidays on four other days when QMUL closes as determined by QMUL after consultation with the recognised trade union(s). QMUL may at its sole discretion grant paid holidays on additional closure days.
55. Part-time members of staff are entitled to annual holidays on a pro-rata basis and to payment for such public/statutory holidays and other holidays as they would normally have worked.
56. Holiday entitlement in the year of entry or leaving shall be calculated on a pro-rata basis. On termination of employment, a member of staff shall be entitled to payment of salary in respect of holidays accrued but not taken.

LEAVE OF ABSENCE

SABBATICAL LEAVE AND LEAVE OF ABSENCE

57. The conditions and procedures relating to the granting of sabbatical and other leave of absence are contained in Annex G.

SPECIAL LEAVE

58. Leave of absence on full pay may be granted for the discharge of civic and public duties, for compassionate or other reasons. Such leave will be subject to the approval of the Principal or his or her nominee, normally the Vice Principal (Health). Full details are contained in a separate document which is available on request.
59. In the case of jury service, an employee will have deducted from their salary the full amount of any allowance receivable by them from the court in respect of loss of earnings.

PENSION SCHEME

60. The occupational pension scheme for all Academic and Academic-related Staff is USS (the Universities Superannuation Scheme). If you are eligible, you will automatically be entered into the scheme unless you state, in writing, that you do not wish to join.
61. You may not join or remain a member of any other occupational pension scheme unless:
 - a) you are already a member of the NHS Pension Scheme: and
 - b) you are eligible to remain in it; and
 - c) you state in writing that you opt to remain in the NHS scheme.
62. If you join USS, or remain in the NHS scheme, you will be required to contribute to the relevant scheme according to its rules. QMUL will contribute an additional sum in order to finance the benefits of the scheme.
63. If you opt, in writing, not to join one of the above schemes, you will automatically be entered into the State Second Pension Scheme and QMUL will contribute the statutory amount. If you decide not to join USS, or opt to leave it, the rules of the scheme may, in certain circumstances, permit you to join or re-join the scheme.
64. You can get further information from the Pensions' Officers in the HR Department.

TERMINATION OF CONTRACT

65. Should the substantive contract be terminated, there should be a review of the honorary (unpaid) contract (s). A contract will be reviewed with a view to continuing the clinical academic's employment with the NHS where appropriate. Similarly, if the honorary contract (s) is terminated there may need to be a review of the substantive contract.
66. You may terminate this substantive appointment by giving three months' notice in writing to QMUL's Director of Human Resources. Unless otherwise agreed, such notice shall not expire before the end of the appropriate QMUL term.

FIXED TERM CONTRACTS

67. If your contract is for a "fixed-term", the date the contract is due to end is stated in the contract. Notice, therefore, is given from the outset of the employment. For staff with service of one year or more, at the end of the contract, QMUL will review the appointment.

TERMINATION BEFORE THE END DATE IN THE CONTRACT

68. QMUL may terminate your appointment before the end date in the contract in accordance with provisions contained in Statute. Except in cases of gross misconduct, QMUL will give at least 3 months' notice in writing. This notice period may expire at any time, even before the end of a QMUL term. In cases of gross misconduct, QMUL has the right to dismiss without notice.

SICKNESS OR INJURY

69. If you are absent from duty owing to illness, including injury or other disability you should inform your Director of Institute as quickly as possible. The provisions of QMUL's Sickness Benefit Scheme for Academic and Academic-Related Staff are set out in Annex H.

MATERNITY LEAVE AND OTHER FLEXIBLE WORKING SCHEMES

70. Women members of staff are entitled to paid maternity leave subject to the Maternity Leave Scheme, a copy of which is available on the intranet or by hard copy on request.
71. Staff who do not qualify under the QMUL Scheme may still be entitled to statutory maternity pay and should enquire within the Human Resources Department.
72. QMUL also has other schemes for employees, including Parental leave, Paternity and secondary carer leave and a Flexible working policy and procedure. Further information on these are available from the intranet or on request from the HR Department.

HEALTH AND SAFETY

73. The Health and Safety at Work Act 1974 states that it shall be your duty while at work:-
 - a) to take reasonable care for the health and safety of yourself and of other persons who may be affected by your acts or omissions at work; and
 - b) to co-operate as regards any duty or requirement imposed on the employer or any other person by or under any of the relevant statutory provisions so far as is necessary to enable that duty or requirement to be performed or complied with.

HIV/AIDS & HEPATITIS

74. QMUL has policies on HIV & Hepatitis, copies of which are issued to clinical staff on appointment and to others on request. Any failure to comply with the policy may result in disciplinary action being taken.
75. It is a contractual requirement that clinical staff who undertake exposure prone procedures must comply with the relevant Department of Health Guidelines.

SMOKING

76. QMUL has a policy to ensure a smoke-free environment, a copy of which is available on the intranet or hard copy request. Any failure to comply with the policy may result in disciplinary action being taken.

EQUAL OPPORTUNITIES IN EMPLOYMENT

77. QMUL has a policy statement. There is an on-going programme to implement the equal opportunities aspect of employment. All employees shall comply with the Policy and any breach thereof, including any harassment, may result in disciplinary action. The equal opportunities handbook is available on the web.

GRIEVANCE, DISCIPLINARY AND DISMISSAL PROCEDURES

78. Annex I is a note that sets out QMUL's arrangements for dealing with any grievances you may raise and handling matters of discipline and dismissal.

DATA PROTECTION ACT 1998 AND INFORMATION TECHNOLOGY POLICY

79. The Data Protection Act requires that all data users should register with the Data Protection Commissioner for both manual records and computerised data held. The Act gives individuals on whom data is held, the right of access, subject to the terms of the Act.
80. Sensitive personal data relating to you and your work may be shared with partner trusts in pursuit of effective joint working, including the matters described in the Joint Protocol on Dismissal, Discipline, Suspension and other Procedures Applicable to Clinical Academic Staff. If your work brings you into contact with either manual records or computerised data you should ensure that you read the document 'The Data Protection Act 1998; Notes for Guidance of Staff and Students', a copy of which is available on the Computing Services or Governance intranet sites.
81. If you are in doubt about your rights and obligations under the Act you should contact QMUL's Data Protection Officer.
82. The Council issues regulations concerning Information Technology. Any breach of these regulations may result in disciplinary action.

GIVING TO CHARITY THROUGH PAYROLL DEDUCTIONS

83. Under Section 27 of the Finance Act 1986, employees may opt to donate part of their salary to charity via payroll deduction. QMUL operates a scheme in conjunction with the Charities Aid Foundation. Employees may specify which charity they wish to donate to, and tax relief will be due on donations.

AMENDMENTS TO THE TERMS OF THIS CONTRACT

84. All appointments are made subject to the Act, Charter and Statutes, Ordinances and Regulations of the University and of QMUL, as amended from time to time.
85. Council may also vary the terms of this contract in accordance with changes approved by the Universities and QMUL's Employers Association's Clinical Academic Staff Sub Committee (CASSC) of the Joint Negotiating Committee for Higher Education Staff (JNCHES), or any successor arrangement.
86. In addition, Council may add to or otherwise amend these Conditions of Employment, and the procedural documents referred to therein, after agreement with the local branch of the British Medical Association/British Dental Association (BMA/BDA) for Clinical Academic Staff.

EMPLOYER'S ADDRESS:

87. Queen Mary University of London
Mile End Road,
London,
E1 4NS

Annexes A to J

CONTENTS

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Annex A

BASIC SALARY AND PAYMENT FOR ADDITIONAL PROGRAMMED ACTIVITIES FOR STAFF APPOINTED TO A CONSULTANT LEVEL POST ON OR BEFORE 31 JANUARY 2004

APPLICATION

1. 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.

DATE OF TRANSFER

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

PAY UPLIFT

4. All the rates of pay set out in this Schedule are at April 2013 rates. The rates will be uplifted in line with the recommendations of the Universities and QMUL's Employers Association's 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

5. 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

Annex A for Consultant Clinical Academic Contract

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).

6. QMUL 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.
7. Where a clinical academic's training has been lengthened by virtue of being in a flexible or academic training scheme, the substantive employer will, where necessary, credit appropriate additional seniority to ensure that the clinical academic is not prevented from becoming eligible for the maximum pay threshold they would have attained had they trained on a full time basis (e.g training extended by two years counts as the equivalent of two years' seniority as a consultant or clinical academic on first appointment to a post equivalent to the consultant grade).

BASIC PAY ON COMMENCEMENT

8. On commencement, and subject to the provisions on pay protection set out below, the value of basic salary – and of payments for any additional Programmed Activities – will:
 - for full-time clinical academics who have previously held a whole-time contract, be as set out in the salary table below; or
 - for full-time clinical academics who have previously held a maximum part time contract, be subject to the provisions in paragraph 15 below; or
 - for part-time clinical academics (i.e. those with a total commitment of less than 10 Programmed Activities), be pro rata to the levels set out in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic's integrated Job Plan.
9. 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

10. 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).
11. 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

12. 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.

Annex A for Consultant Clinical Academic Contract

13. The value of pay thresholds for full-time clinical academics who have previously held a whole-time contract (or equivalent) will be as set out in the salary table below.
14. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels in the salary table below, based on the number of agreed weekly Programmed Activities (PAs) in the clinical academic's integrated Job Plan as a proportion of the ten minimum required PAs for full-time clinical academics.

PAY PROGRESSION

15. *The annual rate for an Additional PA 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 (in Years)	Pay Threshold	Years after Transfer before Threshold Level Changes	Basic Salary at April 2013 Rates
30+		On transfer	£90,263
	7	1 year	£95,860
	8	2 years	£101,451
21-29		On transfer	£84,667
	6	1 year	£90,263
	7	2 years	£95,860
	8	3 years	£101,451
20		On transfer	£84,667
	6	1 year	£90,263
	7	3 years	£95,860
	8	4 years	£101,451
19		On transfer	£84,667
	6	1 year	£90,263
	7	3 years	£95,860
	8	5 years	£101,451
18		On transfer	£84,667
	6	2 years	£90,263
	7	3 years	£95,860
	8	5 years	£101,451
17		On transfer	£84,667
	6	2 years	£90,263
	7	4 years	£95,860
	8	6 years	£101,451
16		On transfer	£84,667
	6	3 years	£90,263
	7	4 years	£95,860
	8	7 years	£101,451
15		On transfer	£84,667
	6	3 years	£90,263
	7	4 years	£95,860
	8	8 years	£101,451

Annex A for Consultant Clinical Academic Contract

Seniority at Transfer (in Years)	Pay Threshold	Years after Transfer before Threshold Level Changes	Basic Salary at April 2013 Rates
14		On transfer	£84,667
	6	3 years	£90,263
	7	5 years	£95,860
	8	9 years	£101,451
13		On transfer	£84,667
	6	3 years	£90,263
	7	5 years	£95,860
	8	10 years	£101,451
12		On transfer	£84,667
	6	3 years	£90,263
	7	6 years	£95,860
	8	11 years	£101,451
11		On transfer	£84,667
	6	4 years	£90,263
	7	7 years	£95,860
	8	12 years	£101,451
10		On transfer	£84,667
	6	4 years	£90,263
	7	8 years	£95,860
	8	13 years	£101,451
9		On transfer	£84,667
	6	4 years	£90,263
	7	9 years	£95,860
	8	14 years	£101,451
8		On transfer	£84,667
	6	5 years	£90,263
	7	10 years	£95,860
	8	15 years	£101,451
7		On transfer	£84,667
	6	5 years	£90,263
	7	10 years	£95,860
	8	15 years	£101,451
6		On transfer	£83,492
	5	1 year	£84,667
	6	5 years	£90,263
	7	10 years	£95,860
5		On transfer	£82,317
	*	1 year	£83,492
	5	2 years	£84,667
	6	6 years	£90,263
	7	11 years	£95,860
	8	16 years	£101,451

Annex A for Consultant Clinical Academic Contract

Seniority at Transfer (in Years)	Pay Threshold	Years after Transfer before Threshold Level Changes	Basic Salary at April 2013 Rates
4		On transfer	£77,018
	3	1 year	£79,962
	4	2 years	£82,317
	5	3 years	£84,667
	6	6 years	£90,263
	7	11 years	£95,860
	8	16 years	£100,446
3		On transfer	£76,424
	*	1 year	£78,780
	4	2 years	£82,317
	5	3 years	£84,667
	6	7 years	£90,263
	7	12 years	£95,860
	8	17 years	£100,446
2		On transfer	£75,837
	2	1 year	£77,605
	4	2 years	£82,317
	5	3 years	£84,667
	6	8 years	£90,263
	7	13 years	£95,860
	8	18 years	£100,446
1		On transfer	£75,249
	*	1 year	£76,424
	3	2 years	£79,962
	4	3 years	£82,317
	5	4 years	£84,667
	6	9 years	£90,263
	7	14 years	£95,860
	8	19 years	£100,446

★ 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 STAFF FIRST APPOINTED TO A CONSULTANT LEVEL POST ON OR AFTER 1 FEBRUARY 2004

APPLICATION

1. This Annex applies to all clinical academic doctors and dentists whose first appointment as an NHS Consultant, whether on a substantive or honorary basis, was on or after 1 February 2004. Annex A applies to clinical academic doctors and dentists whose first appointment as an NHS consultant, whether on a substantive or honorary basis, was on or before 31 January 2004. For the purposes of determining whether this Annex or Annex A applies, the date of the first appointment will be regarded as the date on which the post was offered¹.

PAY UPLIFT

2. All the rates of pay set out in this Schedule are at 2013 rates. The rates will be uplifted in line with the recommendations of the Universities and QMUL's Employers Association's 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 (DDRDB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates or on such other dates as may be varied from time to time.

BASIC PAY AND PAY THRESHOLDS

3. On commencement, the value of basic salary – and of payments for any additional Programmed Activities – will normally be the first of the thresholds set out in the salary table below.
4. 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 (were it not for this provision) to 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.
5. Basic salary on commencement will be set at a higher threshold to reflect any relevant experience or time spent in training, in accordance with paragraphs 5 to 7 of Annex A.
6. Clinical academics will become eligible for additional pay thresholds at the intervals set out in the salary table below.
7. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels in the salary table below, based on the number of agreed weekly Programmed Activities in the clinical academic's integrated Job Plan as a proportion of the ten minimum required Programmed Activities for full-time clinical academics.

PAY PROGRESSION

8. 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.

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

Annex B for Consultant Clinical Academic Contract

Threshold	Years completed as a consultant	Basic salary at April 2013 rates	Period before eligibility for next threshold
1	0	£75,249	1 year
2	1	£77,605	1 year
3	2	£79,961	1 year
4	3	£82,318	1 year
5	4	£84,667	5 years
	5	£84,667	4 years
	6	£84,667	3 years
	7	£84,667	2 years
	8	£84,667	1 year
6	9	£90,263	5 years
	10	£90,263	4 years
	11	£90,263	3 years
	12	£90,263	2 years
	13	£90,263	1 year
7	14	£95,860	5 years
	15	£95,860	4 years
	16	£95,860	3 years
	17	£95,860	2 years
	18	£95,860	1 year
8	19	£101,451	

Annex C

ADDITIONAL PROGRAMMED ACTIVITIES (APAs) 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 APA 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 APAs, but the clinical academic will not be expected to undertake, on average, any more than one APA 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 APAs should be undertaken;
 - APAs 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 APA 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 APAs, 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 APAs subject to a similar notice period;
 - employing organisations will give all clinical academics an equal opportunity to express an interest in undertaking additional activities for which they are qualified. Any offer or acceptance should be made in writing;
 - full-time clinical academics, who are currently working the equivalent of 11 or more Programmed Activities and agree, as part of the integrated job planning process, with their substantive employer and their honorary employer(s), that the same level of activity should form part of their integrated Job Plan under the new contract, will not be expected to offer any additional work on top of this;
 - part-time clinical academics who wish to use some of their non-contracted time to do private practice will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
3. If a clinical academic declines the opportunity to take up any APAs that are offered in line with the provisions above, and the clinical academic subsequently undertakes remunerated clinical work as defined above, this will constitute one of the grounds for deferring a pay threshold in respect of the year in question. If another consultant (NHS or University-employed) in the group accepts the work, there will be no impact on pay progression for any consultant in the group.
4. The provisions in this Annex are without prejudice to the possibility that the clinical academic and employing organisations may wish to agree additional extra Programmed Activities above the levels provided for in paragraph 2.

Annex D

CRITERIA FOR PAY THRESHOLDS

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

Annex E

MEDIATION AND APPEALS FRAMEWORK

1. This Annex sets out a nationally agreed Framework for Mediation and Appeals in the case of disputes arising from the integrated job planning process or decisions about pay progression, in the case of QMUL employed clinical academics who are employed in the NHS consultant grade via an honorary contract. The Framework embodies the principle of joint working recommended in the Follett report.

NATIONAL FRAMEWORK

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

MEDIATION

3. The clinical academic, or (in the case of a disputed Job Plan) the QMUL manager or the clinical manager, may refer the matter to the Director of Institute (or his/her nominee) who will consult with the NHS Medical Director. If the Director of Institute (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 (Deputy Vice Principal (Health) in the first instance). Where a clinical academic holds an honorary contract with more than one NHS organisation, a designated honorary employer will take the lead. The purpose of the referral will be to reach agreement if at all possible.
4. The process will be that:
 - the clinical academic or either manager makes the referral in writing within two weeks of the disagreement arising;
 - the party making the referral will set out the nature of the disagreement and his or her position or view on the matter;
 - where the referral is made by the clinical academic, the managers responsible for the integrated Job Plan review, or for making the recommendation as to whether the criteria for a pay threshold have been met, will set out the employing organisations' agreed position or view on the matter;
 - where the referral is made by either the QMUL manager or the clinical manager, the clinical academic will be invited to set out his or her position or view on the matter;
 - the Director of Institute (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 Director of Institute (or his/her nominee), in consultation with the Medical Director 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 Principal (Health) , copied to the NHS Chief Executive¹, 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 Principal (Health) will inform the clinical academic, the Director of Institute (or his/her nominee) and Medical Director and the responsible managers of his or her decision in writing;

¹ The Chief Executive of the NHS Trust or PCT holding the clinical academic's honorary contract.

Annex E for Consultant Clinical Academic Contract

- if the clinical academic is not satisfied with the outcome, he or she may lodge a formal appeal under this procedure.

FORMAL APPEAL

5. A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process. A formal appeal will be heard by a panel under the procedure set out below.
6. An appeal shall be lodged in writing with the Principal, 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 Principal, 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 Principal may delegate operational procedures as appropriate, but he or she retains overall responsibility for the appeal.
7. The membership of the panel will be:
 - i) a chair nominated by QMUL;
 - ii) a representative nominated by the honorary employer;
 - iii) a representative nominated by the clinical academic;
 - iv) a member chosen by QMUL 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.
8. No member of the panel should have previously been involved in the dispute.
9. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party one week before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. The employers will jointly present their case first explaining the agreed position on the integrated Job Plan, or the reasons for deciding that the criteria for a pay threshold have not been met.
10. The clinical academic may present his or her own case, or be assisted by a work colleague or trade union or professional organisation representative who is not a member of the appeals panel. Legal representatives acting in a professional capacity are not permitted.
11. Where any party or the panel requires it, the appeals panel may hear expert advice on matters specific to a speciality.
12. It is expected that the appeal hearing will last no more than one day.
13. The appeal panel will make a recommendation on the matter in dispute in writing to the Principal, 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 Principal. The Principal will make the final decision and inform all the parties in writing.
14. No disputed element of the integrated Job Plan will be implemented until confirmed by the outcome of the appeals process. Any decision that affects the salary or pay of the clinical

Annex E for Consultant Clinical Academic Contract

academic will have effect from the date on which the clinical academic referred the matter to mediation or from the time he or she would otherwise have received a change in salary, if earlier, or as determined by the appeals process.

15. The appeals process set out in this Annex applies only to job planning and pay progression. No further right of appeal through QMUL's procedures exists.

Annex F

PREMIUM TIME

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

SCHEDULED WORK

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

UNPREDICTABLE EMERGENCY WORK ARISING FROM ON-CALL DUTIES

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

WORK IN PREMIUM TIME EXCEEDING THREE PROGRAMMED ACTIVITIES PER WEEK

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

Annex G

SABBATICAL LEAVE AND LEAVE OF ABSENCE

ENTITLEMENT

1. QMUL regards sabbatical leave as most important to the personal and career development of members of the Academic Staff. Academic staff on indefinite contracts may apply for sabbatical leave which will benefit teaching and/or clinical activity through scholarship and/or study. Approval of Sabbatical Leave and Leave of Absence is at the discretion of the Principal (or his or her nominee, normally the Vice Principal (Health)).
2. Subject to approval being granted on the academic merits of the application, a member of staff may apply to take sabbatical leave such that the total does not exceed one year in every seven year period commencing on appointment.

FINANCIAL ARRANGEMENTS

3. Sabbatical leave is normally granted on full pay, on condition that the member of staff is not in receipt of other remuneration.
4. Applications for leave of absence with or without pay, or on part-pay, other than sabbatical leave, shall be subject to the approval of the Principal or his or her nominee, normally the Vice Principal (Health), shall be considered on the basis of their academic merit, the individual's length of service and previous periods of leave. Applications should be submitted to the appropriate HR Administrative Team together with a recommendation of any replacement teaching requirements.
5. During periods of part pay QMUL will meet the member's share of USS contributions.
6. During periods of unpaid leave QMUL will meet the member's share of USS as required by current legislation.
7. Applications for leave of absence from Heads of Department (non-medical) should be accompanied by a statement from the Faculty Dean.
8. Applications for leave of absence from Institute Directors in the School of Medicine and Dentistry (SMD) should be accompanied by a statement from the Vice Principal (Health).
9. Where applications are received from within the SMD, there will be a need to ensure that, if NHS duties cannot be covered from reallocations of staff within the Clinical Academic Unit, it may be necessary to explore with the Trust how to make financial arrangements for locum cover during the period of leave.

CURRENT PROCEDURES

10. The procedures, which currently apply to consideration of applications for sabbatical leave, are as follows: -
11. The timing of sabbatical leave and any replacement teaching provision should be approved by the Principal (or his or her nominee, normally the Vice Principal (Health)) taking into account the recommendation of the Institute Director.

LEAVE OF ABSENCE

12. Leave of Absence with full pay or on part pay or without pay may be granted in addition to or instead of sabbatical leave.

PROCEDURE FOR APPROVAL

13. The Principal (or his or her nominee, normally the Vice Principal (Health)) will consider your application together with the recommendation of the Institute Director and a statement of any replacement teaching requirements.

Annex G for Consultant Clinical Academic Contract

14. Applications for absence of more than one term should normally be made at least two terms in advance.
15. All applications for Sabbatical Leave and Leave of Absence should be submitted indicating explicit dates for the proposed period of absence.

Annex H

SICK PAY

1. If you are absent from work owing to illness or injury you are entitled to payment in accordance with the following scale:

Length of Service	Maximum allowance per 12 month period
During the first three years of service	Three months full pay and three months' half pay
After three complete years' service	Six months full pay and six months' half pay

2. One month shall be regarded as 22 working days, all public holidays being counted as working days.
3. QMUL may, at its discretion, extend the entitlement to full or half pay; for example, where you are following an approved course of treatment which has been approved by a doctor acting on behalf of QMUL Council.
4. During absence due to sickness or injury QMUL and the member shall continue to pay their respective full pension contributions.

NOTIFICATION AND CERTIFICATION

5. Payment will only be made if the following procedure is followed if you are absent through a medical condition.
6. If you are unable to carry out your duties because of sickness or injury you should inform the Head of School/Institute/Section, wherever possible in person, as soon as possible on the first day of absence.
7. If your sickness absence is for less than 1 day, you need not self-certify. For absences of 1 to 7 days (including Saturday, Sunday and Bank Holidays) you must complete a self-certificate and ensure that it is submitted to the HR Department as soon as possible.
8. If you are absent for 8 days or more (including Saturday, Sunday and Bank Holidays) you must self-certify for the first 7 days, and supply a medical certificate for the balance. You must continue to supply medical certificates until you return to work. A medical certificate is one issued by a GP or Hospital Doctor.
9. If you fail to submit certificates as required, QMUL will send two reminders. If you still fail to supply certificates, the appropriate amount of sick pay paid under the scheme will be deducted from your salary.
10. If your medical condition causes long term absence, you must ensure that you keep your Head of School/Institute/Section informed about your progress on a regular basis.
11. You may be required at any time to present yourself for examination by a doctor of QMUL's choice.

ACCIDENT THIRD PARTY CLAIM

12. If you are absent as a result of any injury or accident you must undertake to refund to QMUL any sums that you recover from a third party by way of damages for loss of earnings. You are not, however, obliged to make a claim or take legal action against a third party, unless, either:
 - i) QMUL offers a full indemnity as to costs; or
 - ii) the circumstances are such that it would be unreasonable not to make a claim.
13. While any proposed legal claim is being resolved, any payment made by QMUL will be treated as a loan.

Annex H for Consultant Clinical Academic Contract

14. QMUL will disregard, for the purpose of its sick pay scheme, any period of absence for which you refund in full the amount of sick pay received. If the refund is made in part only, QMUL may at its discretion, decide the period of absence it will disregard.

NOTES

15. In calculating the period during which salary shall be paid during absence due to sickness or injury, QMUL will disregard:
 - i) absence on the advice of your doctor, to prevent the spread of an infectious illness with which you have been in contact.; and
 - ii) absence owing to notifiable infectious or contagious illness which was, in the view of an independent doctor, contracted directly in the course of your employment (including travelling on duties connected with the work of QMUL). QMUL will select the independent doctor by agreement with you (or with QMUL branch of UCU acting in your behalf).

Annex I

A NOTE ON GRIEVANCE, DISCIPLINE, DISMISSAL AND APPEALS

1. If you wish to raise a grievance, the HR Code of Practice on Grievance (as amended from time to time) makes provision for you to raise the matter informally with your manager, or if the complaint is about the manager, with their manager. The Code also makes provision for you to raise a matter, formally, in writing with your head of school/institute, or if the complaint is about them with the appropriate vice-principal (or another person nominated by the principal).
2. You may lodge an appeal against a decision made at the formal stage of the procedure. The appeal must be lodged in writing with the Director of HR and the matter will be heard by an appeal panel.
3. QMUL's discipline and dismissal procedures can be found in the following Codes of Practice: Managing Redundancy; Discipline; Remediating Poor Performance; Managing Persistent Sickness Absence; Reviewing fixed-term contracts; Probation; "Other" Potential Dismissals. These Codes of Practice may be amended from time to time.
4. The HR Codes of Practice are found on the HR Intranet web site alongside a Joint Protocol on how these matters are managed in consultation with partner trusts.
5. If you are dissatisfied with any decision made under one of these procedures, the person you can apply to depends on the nature of the decision. The Codes themselves give you full details of how to lodge an appeal, but the table below summarises the arrangements:

Code	Type of Decision	Appeal lodged with:	Appeal heard by:
Managing Redundancy	Selection for Redundancy	Director of HR	Appeal panel
Discipline; Poor Performance; Managing Persistent Sickness Absence	Warnings given by a manager	Manager's manager	Manager with appropriate authority
	Any decision more severe than a warning, including dismissals, normally given by a panel.	Director of HR	Appeal panel
Review of fixed-term contract; Probation; Other potential dismissals	Decision to end the contract	Director of HR	Appeal panel

6. QMUL's disciplinary rules can be found in Appendix 1 and 2 of the HR Code of Practice on Discipline.
7. The constitution of panels and appeal panels in all the procedures described in this annex are set out in the Introduction to the Codes of Practice

Annex J

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, including any time on a Saturday or Sunday.

Honorary Employer(s) (or honorary employing organisation):

the NHS organisation(s) issuing the honorary contract.

Substantive Employer:

the employer issuing the clinical academic's substantive contract of employment. This will normally be QMUL.

QMUL:

Queen Mary University of London