

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 offered¹.

Date Of Transfer

1. 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

Pay Uplift

3. All the rates of pay set out in this Schedule are on the Human Resources web page under salary scales/rates of pay – Clinical Academic Salary Scales. The rates 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

4. 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).
5. 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 fulltime 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.
6. 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 he/she would have attained had he/she trained on a full time basis (eg 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

7. 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 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.

8. 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

9. 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).
10. 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

11. 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.
12. 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.
13. 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 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.

- 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 offered².

Pay Uplift

1. All the rates of pay set out in this Schedule are at the rates set out in the Clinical Academic Salary Scale. The rates 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

2. 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.
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 5 to 7 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 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 loionary3.159

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.

- 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 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.
 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 Dean (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 Dean (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

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Annex E – Mediation And Appeals Framework

1. This Annex sets out a nationally agreed Framework³ 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

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 University manager or the clinical manager, may refer the matter to the Dean (or his/her nominee) who will consult with the NHS Medical Director. If the Dean (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.
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 University manager or the clinical manager, the clinical academic will be invited to set out his or her position or view

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8. No member of the panel should have previously been involved in the dispute.
9. The parties to the dispute will submit.6(the)-5.eh

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 contrac

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. This will normally be a University.