



# THE UNIVERSITY *of* EDINBURGH

## Conditions of Service for Senior Academic General Practitioners (SAGPS)

This document sets out the Conditions of Service which apply to staff employed by the University of Edinburgh as Senior Academic General Practitioners (SAGPs) and who are employed on the following grades: ACN4, ACT4, AMN4, AMT4, ACN3, ACT3, AMN3 and AMT3. It is intended as notification of these conditions as required by Part 1 of the Employment Rights Act (1996). Please read these conditions carefully, Should, you require further clarification you may contact your College or Support Group Human Resources team. All policy documents referred to in this document are available at [www.ed.ac.uk/human-resources](http://www.ed.ac.uk/human-resources) or can be obtained on request from your HR team.

### Definitions

In this statement the following expressions have the following meaning:

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

**Job Plan Review:** the annual or interim review of your Job Plan as detailed in the NHS Terms and Conditions of Service for Senior Academic General Practitioners (Scotland) (attached to this statement as Schedule 1).

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

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

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

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

## **Introduction**

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

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

The Terms and Conditions for Senior Academic General Practitioners (Scotland) are attached to this document as Schedule 1 and the Guidance associated with Terms and Conditions for Senior Academic General Practitioners is attached to this document as annex A.

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

## **Academic Freedom**

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

## **Equal Opportunities**

The University has a policy of equal opportunities for all staff.

## **Section 1 - Working Arrangements**

### **DUTIES**

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

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

There will be a joint process for annual review of the Job Plan. The template and guidance on completion of it can be accessed from the College of Medicine and Veterinary Medicine HR team.

Further information on this non-contractual process can be found in Schedule 1 attached.

Work for both the University and the NHS Organisation will be expressed in terms of Programmed Activities (PAs) up to a normal maximum of 12 PAs, which will include both clinical service PAs and academic PAs. The Job Plan sets out a work schedule for your NHS work and also includes your University duties and responsibilities.

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

### **MEDIATION AND APPEALS**

Mediation and appeals relating to disputes arising from job planning or decisions about pay progression will be jointly handled between the University and the NHS Organisation. The proposed non-contractual procedure is set out at point 4 of Schedule 1 attached.

### **CONSULTANT APPRAISAL SCHEME**

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

### **HOURS OF WORK**

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

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

### **ON CALL**

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

### **OTHER PAID EMPLOYMENT**

You must not take on additional paid work, including with the University of Edinburgh or its subsidiaries, which adversely affects your job performance, presents a conflict of interest or breaches the Working Time Regulations.

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

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

### **PRIVATE PRACTICE**

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

For detailed guidance please refer to section 7 of Schedule 1 attached.

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

## **Section 2 - Remuneration**

### **SALARY SETTING**

The salary scale for Senior Academic General Practitioners is published on the University's HR website. Your basic salary includes any additional "seniority" credited to take into account relevant experience that is equivalent to consultant level (Note: normally, but not exclusively, general practitioner, senior lecturer, reader or professorial level experience) and any relevant qualifications. For new appointees both academic and clinical factors are considered in determining starting salary.

### **PAY PROGRESSION**

The non-contractual procedure is set out at point 5 of Schedule 1.

Decisions on your pay progression through seniority and pay points will be led by the University, usually the Dean or his/her nominee, but undertaken jointly with your NHS Organisation. These decisions will be informed by your annual Job Plan review.

### **CRITERIA FOR PAY THRESHOLDS**

The criteria for pay thresholds are set out at point 3.5 of Schedule 1. These criteria are consistent with those applied to substantive NHS consultant contracts and no additional criteria will affect pay progression.

Following your Job Plan Review, your University manager and your NHS clinical manager (for the purposes of your honorary contract) will submit a report jointly recommending a decision about your pay progression to the Dean or his/her nominee. This will be copied to you and the Chief Executive of the NHS Organisation where you hold your honorary contract.

The University will make the final decision on pay progression, having consulted with your NHS Organisation(s). Where one, or more, of the criteria for pay progression is not achieved in any year, the University will have the discretion to decide, where appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.

You have the right of appeal against a decision that you have not met the criteria in respect of any given year. The appeals procedure relating to pay progression will be the same as that set out for job planning. In the event of an appeal, it will be the University's responsibility to show why this decision was taken drawing, as necessary, on the views of your NHS Organisation. An appeal framework is set out at points 4.2 to 4.13 of Schedule 1.

### **PROCESS FOR AWARD OF PAY THRESHOLDS**

When you become eligible for a pay threshold by virtue of fulfilling the required number of years' service set out in the pay scales published on the University's HR website you will receive that pay threshold provided that the University and your NHS Organisation decide that you have met the necessary criteria (Schedule 1) in each year since the award of the previous threshold or, in the case of your first pay threshold, since the commencement of this contract.

Where it is decided in any one year that you have not met the necessary criteria, the award of the appropriate pay threshold will be deferred for one year beyond the date on which you would otherwise have received the threshold. Provided the University and your NHS Organisation decide that you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of the pay scales published on the University's HR website

## **PAY SUPPLEMENTS**

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

Any Extra Programmed Activities, above 10 per week, for full-time Senior Academic General Practitioners and in excess of the number of programmed activities agreed in the main contract for part-time honorary consultants, that you agree to carry out as part of the job planning, either for the University or for your NHS Organisation, will be detailed in a separate agreement. The payments for these Extra Programmed Activities will not be superannuable and will be paid at the rates set out in section 4.4 of the NHS Handbook. The maximum number of Extra Programmed Activities you will normally be permitted to undertake is two. In exceptional circumstances and subject to the legal requirements of the Working Time Regulations, the limit of 2 EPAs and 12 PAs in total may be extended.

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

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

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

## **DISTINCTION AWARDS**

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

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

### **Other Payments and Allowances**

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

## **SALARY PAYMENT ARRANGEMENTS**

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

Guaranteed Hours [GH] staff are paid one month in arrears.

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

### **Adjustment to Salaries**

Adjustments to monthly paid salaries for part of a month are calculated on the basis of one day = 1/365th of annual salary.

### **Contributions to Charity**

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

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

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

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

#### **PENSION SCHEME**

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

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

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

If you are an GH member of staff and do not elect to join the scheme you will be automatically enrolled into USS if your earnings in either your first or any future month are deemed to be 'qualifying earnings' (equivalent to the HMRC monthly threshold above

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<sup>1</sup> **Pensions+** is a salary sacrifice scheme. Further information at: <http://www.ed.ac.uk/schools-departments/finance/pensions/pensions-plus>

which earnings are taxable) and contributions will be deducted on all future earnings paid under this contract.

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

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

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

If you are currently a member of SBS, MRC, STSS or LGPS and accept a new appointment to a UoE grade 6-10 job, e.g. through regrading and or/internal transfer, you will have the opportunity to either transfer to USS for future benefits, or remain in your current scheme. Please note if you are currently a member of NEST and accept a new appointment to a UoE grade 6-10 job you will be required to join USS from the start date of your new grade.

### **LIFE ASSURANCE**

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

### **Contributions during Absence**

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

## **Section 5 - Leave Arrangements**

### **ANNUAL LEAVE**

The annual leave year runs from 1 January to 31 December. Your leave entitlement is 36 days per year, pro rata for part time staff.

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

Entitlements can be calculated using the Annual Leave Ready Reckoner at:

<http://tinyurl.com/3pfdkz4>.



We shall not normally pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be one day's pay for each untaken day of your entitlement from the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you, one day's pay from each excess day.

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

### **UNIVERSITY PUBLIC HOLIDAYS**

In addition to your annual leave entitlement, you are entitled to four days University Public Holidays per year; Christmas Day, Boxing Day, New Year's Day and the day following New Year's Day, pro rata for part time staff.

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

Guaranteed Hours (GH) staff receive pay in lieu of public holidays.

### **COMPASSIONATE LEAVE**

You may apply through your Head of School or nominated deputy for compassionate leave with pay.

### **FAMILY LEAVE**

The University has policies that cover leave for maternity/adoption/ support, adoption, time off for dependants/family responsibility and parental leave.

### **UNPAID LEAVE**

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

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

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

## **SABBATICAL LEAVE**

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

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

## **LEAVE FOR THE DISCHARGE OF CIVIC, PUBLIC, AND TRADE UNION DUTIES**

Leave will be allowed for the discharge of civic and public duties in line with statutory provisions. Leave will also be allowed for trade union duties under arrangements agreed between the University and the EAUT.

## **Sickness Absence**

### **OCCUPATIONAL SICK PAY (OSP) ENTITLEMENT**

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

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

## **MATERNITY LEAVE**

The University has a Maternity Policy which describes the various leave options and eligibility criteria.

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

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

Applications should be directed to your HR team, in the first instance. A Certificate of Expected Childbirth (MAT B1) obtained from your Doctor or the clinic you are attending should also be forwarded.

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

### **NOTICE OF TERMINATION OF APPOINTMENT**

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

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

In the case of those employed for a period of six months or less the period of notice will be one month either way.

## **Section 7 – Further information**

### **DISCIPLINARY AND GRIEVANCE PROCEDURES**

Copies of the disciplinary and grievance procedures, including appeals procedures, which pertain to your employment, are available on the HR website at: [www.ed.ac.uk/human-resources/policies-guidance](http://www.ed.ac.uk/human-resources/policies-guidance).

### **HR WEBSITE**

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

### **EQUALITY AND DIVERSITY**

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

### **HEALTH & SAFETY**

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

## **INFORMATION TECHNOLOGY AND INFORMATION SECURITY**

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

### **Points 3 and 4 of Schedule 1, NHS Terms and Conditions of Service**

Points 3 and 4 of Schedule 1, NHS Terms and Conditions of Service for Senior Academic General Practitioners (Scotland) and Annex A Guidance Associated with Terms and Conditions for Senior Academic General Practitioners are not contractual all other parts of Schedule 1 and rates of pay published on the University's HR website are contractual.

**These can be found at the Human Resources Website at:** [www.ed.ac.uk/human-resources](http://www.ed.ac.uk/human-resources)

**Schedule 1** – NHS Terms and Conditions of Service for Senior Academic General Practitioners (Scotland)

**Annex A** – Guidance Associated with Terms and Conditions for Senior Academic General Practitioners (Annex A To Terms And Conditions Of Service For Senior Academic General Practitioners (Scotland))

## SCHEDULE 1

### Introduction

- (i) The terms and conditions set out in this document apply to senior academic GPs. A senior academic GP is defined as a clinical academic specialising in Primary Care who has a substantive contract of employment with a Higher Education Institution (HEI) or other organisation at senior lecturer level or above and is considered to be undertaking duties and responsibilities commensurate with clinical academic consultants. S/he will be a registered general practitioner and practising clinician normally based in an undergraduate medical school. In addition, a senior academic GP will normally, but not necessarily, have an honorary contract with a partner NHS Board and be expected to take part in joint job planning and joint appraisal.
- (ii) Senior academic GPs are equivalent to clinical academic consultants and, in recognition of this parity, these terms and conditions are based on those set out in **Section 13** of the **2004 Scottish Consultant Contract** which details the terms and conditions applying to clinical academic consultants in Scotland. Like **Section 13**, these terms and conditions refer, where appropriate, to relevant sections of the **2004 Scottish Consultant Contract** and should therefore be read in conjunction with that document.
- (iii) Senior academic GPs will normally hold honorary NHS contracts for clinical and/or research governance reasons and to protect their interests by making clear the nature of their relationship with the NHS organisation with which the honorary contract is held. In cases where a senior academic GP works for more than one NHS Employer, one of these NHS Employers will be identified as the “lead” NHS Employer. The NHS Employer will take on the role of coordinating the NHS input into job planning and joint appraisal and will also lead on issues arising out of the indirect clinical services carried out as part of the senior academic GP’s honorary contract (as defined in **paragraphs 4.2.4-4.2.9** of the **2004 Scottish Consultant Contract**). Where the senior academic GP undertakes direct clinical services at a GP practice, the GP practice will take the lead on any issues arising out of this work.
- (iv) These terms and conditions of service should be applied in association with the guidance at **Annex A** which also covers the approach to be taken with senior academic GPs who are employed in HEIs, or other organisations, in a research and/or teaching capacity on a part time basis and also work on an independent contractor or salaried basis at a GP practice or practices under the new General Medical Services contract.
- (v) The terms and conditions set out in this document, together with the relevant parts of **Sections 1 to 15** of the **2004 Scottish Consultant Contract and its appendices**, govern the delivery of duties under the honorary NHS contract and should be read in conjunction with the terms and conditions of the University

Employer which, taken together, provide the full contractual framework within which the senior academic GP is expected to deliver his/her agreed duties and is remunerated.

- (vi) Throughout this document, the term “senior academic GP” is understood to refer to the definition used in the first paragraph of this introduction. The term “NHS Employer” is taken to mean the NHS body issuing the honorary contract and the term “University Employer” is taken to mean the substantive HEI employer (or other substantive employer such as a medical charity or research council). The term “academic activities” is taken to include academic-related activities such as administration and management undertaken on behalf of the University Employer and the phrase “fee paying work” refers to any remunerated work undertaken by a senior academic GP where this remuneration does not arise as part of either his/her substantive contract or honorary contract, excluding private practice.

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

### **Principles**

- 1.1 There will be consistency in approach between universities and across the NHS in Scotland in the application to senior academic GPs of these terms and conditions of service, with incorporation of the principles of the Follett Review into the terms and conditions affecting senior academic GPs with honorary NHS contracts.
- 1.2 Pay equivalence for senior academic GPs will be achieved by linkage to the **2004 Scottish Consultant Contract** which allows, in the case of full-time consultants, for a core commitment of 10 weekly programmed activities and up to 2 extra programmed activities. In exceptional circumstances, and subject to the legal requirements of the Working Time Regulations, the limits of 2 EPAs and 12 PAs in total may be extended.
- 1.3 Pay will be determined on the basis of a joint assessment of the current and prospective clinical and academic components of the senior academic GP’s integrated workload by the University Employer, the NHS Employer and the senior academic GP through the job planning process.
- 1.4 Superannuable pay will be the senior academic GP’s basic salary (plus any extra programmed activities up to 10 programmed activities in total). Superannuable pay will also include any additional payments for which senior academic GPs are eligible and which are deemed to be superannuable, as defined within the HEI superannuation regulations, or any other agreed superannuable salary.
- 1.5 The core academic and clinical service commitments taken together will not exceed the equivalent of 10 weekly programmed activities (see **paragraphs 1.8 and 1.9**) or, with extra programmed activities (see **paragraphs 1.10 to 1.13**),

normally 12 weekly programmed activities in total. These commitments, which make up the integrated job plan (see **paragraph 2.1**), will be carried out by cross-referencing substantive University and honorary NHS contracts and direct clinical care commitments, with clinical and academic elements given equal weight. Termination of one contract will result in a review of the other contract which may only be terminated after due process of the other employer.

- 1.6 For senior academic GPs, university activities governed by their substantive contract will include:
- undergraduate teaching and assessment;
  - research;
  - administration and management undertaken on behalf of the University employer.
- 1.7 Programmed activities for senior academic GPs working under their honorary contract will include:
- direct clinical care duties;
  - supporting professional activities;
  - additional agreed responsibilities;
  - other agreed external duties.

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

- 1.8 For a full-time senior academic GP, the equivalent of 5 weekly programmed activities will be set as the floor for the core academic component of pay. Core academic pay may nevertheless be varied upwards (e.g. where a senior academic GP has a substantive university administrative or managerial role), subject to a maximum equivalent to 10 weekly programmed activities, by agreement between the University Employer and the senior academic GP, in consultation with the NHS Employer.
- 1.9 For a full-time senior academic GP, 5 weekly programmed activities will be set as the core commitment for the clinical service related component of pay covered by the honorary NHS element of the combined substantive and honorary contracts (but see also **paragraph 2.2** below), subject to variation by agreement between the NHS Employer, the University Employer and the senior academic GP.

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

- 1.10 A senior academic GP with a core commitment equivalent to 5 weekly academic programmed activities will additionally be offered by the University Employer the equivalent of 1 extra weekly programmed activity over and above the core academic related component of pay, except where he/she undertakes the normal maximum of 2 extra weekly clinical service programmed activities by agreement (see **paragraph 1.13**) or is contracted to work part-time. The senior academic GP will be under no obligation to accept the offer of the equivalent of

1 extra weekly academic programmed activity and failure to do so will not influence pay progression.

- 1.11 Where a senior academic GP has a substantive university administrative or managerial role, the equivalent of 2 extra weekly programmed activities over and above the core academic-related component of pay may be offered by the University Employer, in consultation with the NHS Employer.
- 1.12 Normally, for full time senior academic GPs, not more than 1 extra weekly clinical service programmed activity will be contracted for locally over and above the core commitment of 5 weekly clinical service programmed activities. Nevertheless, the number of extra clinical service programmed activities may be varied by agreement between the NHS Employer, the University Employer and the senior academic GP, subject to a maximum within the integrated job plan equivalent normally to 12 weekly programmed activities for clinical service and academic activities combined.
- 1.13 Where a senior academic GP undertakes 2, or exceptionally more than 2, extra weekly clinical service programmed activities by agreement with the NHS and University Employers (see **paragraph 1.12**), extra academic activity equivalents (see **paragraphs 1.10** and **1.11**) over and above a core equivalent to 5 programmed activities will not normally be offered by the University Employer until such time as the contractual commitment to extra clinical service programmed activities falls to below 2 extra programmed activities.

## **2 Job Planning**

- 2.1 There will be assessments of the academic and clinical workloads, which together constitute the integrated workload, implemented via an integrated job plan which will be jointly agreed with the senior academic GP by the University Employer and the NHS Employer prior to appointment and at the annual job plan review. Where appropriate, the integrated job plan will pay due regard to the extent of the direct clinical services undertaken at a GP practice/s. Senior academic GPs will be accountable to the University Employer (usually via the Dean) through their substantive contract and via their honorary contract to the NHS body (or bodies) in which they work (usually via the Clinical Director, Medical Director or Director of Public Health).
- 2.2 The core commitment of a full-time senior academic GP to clinical service will be set at 5 weekly programmed activities, and will normally not exceed 6 programmed activities per week. Nevertheless, the clinical service component may be varied outwith these parameters by agreement between the senior academic GP and the Dean and Clinical Director/Medical Director/Director of Public Health (or their nominees). Unless otherwise agreed, with the NHS manager, the ratio of direct clinical care activities to supporting professional activities as outlined at **Section 4.2.2** of the **2004 Scottish Consultant Contract** will be applied to the core clinical service commitment.



### 3 Job Plan Review

- 3.1 The integrated job plan will be reviewed annually. The integrated job plan review will be informed by the same information systems that also feed into appraisal, and by the outcome of the appraisal discussion.
- 3.2 An interim job plan review will be conducted where duties, responsibilities or objectives have changed or need to change significantly within the year.
- 3.3 The job plan review will be carried out by the senior academic GP and the Head of Unit/Department (or other appropriate person nominated by the Dean – designated in the following paragraphs as the University manager) jointly with the Medical Director/Director of Public Health or the Clinical Director, or other lead clinician nominated by the Medical Director/Director of Public Health (designated below as the NHS manager). The job plan review will look at the job content and objectives as well as the delivery of commitments.
- 3.4 As part of the job plan review, progress against objectives and factors affecting delivery will be considered. The University and NHS managers and the senior academic GP should discuss whether targets had been set at the right level, resources provided by each organisation were adequate, and whether the timetable of time and service commitments should be amended.
- 3.5 The University Employer may decide to delay progression through seniority points in any year only where it can be demonstrated that, in that year, the senior academic GP has not:
- met the time and service commitments in his/her job plan;
  - or
  - met the personal objectives in his/her job plan or - where this is not achieved for reasons beyond the individual senior academic GP's control - has made every reasonable effort to do so;
  - or
  - participated satisfactorily in annual appraisal, job planning and objective setting;
  - or
  - worked towards any changes agreed as being necessary to support achievement of both organisations' service objectives in the last job plan review;
  - or
  - allowed, in preference to any other organisation, the NHS to utilise the first portion of any additional capacity (see **paragraph 6.1**) he/she has;
  - or
  - met the required standards of conduct governing the relationship between private practice or fee paying work and University or NHS commitments.
- 3.6 Following the annual job plan review, the University manager, jointly with the NHS manager will make a report on whether the senior academic GP has met the

criteria set out at **paragraph 3.5**, taking into account the provisions at **paragraph 5.3**. This report will be prepared by the University manager within 2 weeks of the job plan meeting and will be sent to the senior academic GP and the Dean and Chief Executive. Where the senior academic GP disagrees with the terms of the report he/she will be entitled to invoke the process set out in **paragraph 4.1 (stage 1)**.

- 3.7 Where the Dean makes a recommendation to the Vice-Principal, based upon the University manager's report, that progression through seniority points should be withheld in any year, the senior academic GP will be entitled to invoke the process set out in **paragraph 4.1 (stage 2)**.
- 3.8 Following receipt of any decision by the Vice-Principal to withhold progression through seniority points, the senior academic GP will be entitled to present a formal appeal to the University Employer under the terms of **paragraphs 4.2 – 4.13**.

## **4 Mediation and Appeals**

### **Mediation**

- 4.1 Job plans and variations to job plans should be agreed between the University Employer, NHS Employer and the senior academic GP after full discussion and with all parties using their best endeavours to resolve any issues arising. This should include referral for mediation by more senior management in the event of continuing disagreement between the senior academic GP and his/her immediate University or NHS managers. In such circumstances the process set out below will be followed:

#### **Stage 1**

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

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

## **Stage 2**

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

## **Formal Appeal**

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

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

- One member nominated by the Principal on behalf of the University Employer, with the agreement of the Chief Executive of the NHS Board, who would act as the chair;
- One member nominated by the senior academic GP;
- One member appointed from an agreed appeals panel list (see **paragraph 4.4**).

4.3 Where either the senior academic GP or the University or NHS Employer requires it, the appeals panel will hear expert advice on matters specific to a specialty.

## **The List**

4.4 A list of members (the senior academic GPs' appeals panel list) suitable for acting as the third appeals panel member will be agreed between the Universities and Colleges Employers Association, the NHS Employers Management Steering Group and the BMA Scottish Medical Academic Staff Committee.

- 4.5 The member from the list will be nominated by the Principal after discussion with the NHS Employer and the senior academic GP or his/her representative. Where there is a recognised incompatibility with the first member nominated, the Principal will select an alternative from the list. The Principal should endeavour to ensure that individuals on the list are normally used in rotation.
- 4.6 The list should be regularly reviewed.

### **Membership of the Appeals Panel**

- 4.7 No one will be a member of the appeals panel if he/she has been involved directly or indirectly in the job plan under disagreement.
- 4.8 The senior academic GP has the right to be represented at each stage of the appeals process by a representative of the BMA or other trade union/professional association, or colleague.
- 4.9 The appeals panel will not include legal representatives acting in a professional capacity.
- 4.10 Appeals panel members do not act in an advocacy role but are expected to judge each case on its merits.
- 4.11 The employer and senior academic GP nominees will be employed by a University or be NHS employees/NHS Board members.

### **Administration**

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

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

- 5.1 There are both clinical and academic factors to be considered and applied in determining the starting salary point for a senior academic GP's substantive contract. As regards the NHS elements, employers will be expected to take account of the provisions of **Sections 5.1 and 5.4** and **Appendix 7** of the **2004 Scottish Consultant Contract**. References to "consultants" in these sections can be taken, in the context of these terms and conditions to refer also to senior academic GPs. Time spent as a GP (above and beyond the period of time that a

clinical academic consultant would typically spend in clinical training prior to achieving specialist registration) may also be taken into account in determining the starting salary point. For the purpose of calculating seniority, this notional period before achieving specialist registration will usually be assumed to be 10 years. The University Employer may also apply academic criteria (over and above the NHS terms and conditions) in determining the overall starting salary for a senior academic GP's integrated contract and this will not be less than the minimum point on the consultant pay scale.

- 5.2 Decisions on a senior academic GP's progression through seniority and pay points will be led by the University Employer (usually the Dean) but undertaken jointly with the NHS Employer (usually the Medical Director or Director of Public Health). These decisions will be informed by the annual job plan review. The appeals procedure relating to pay progression will be the same as set out for job planning in **Section 4** above.
- 5.3 The senior academic GP will normally progress each year through the seniority points set out in **Appendix 3** of the **2004 Scottish Consultant Contract**. Progression through seniority points can only be withheld or delayed as detailed in **paragraph 3.5**.
- 5.4 Progression through seniority points will not be deferred in circumstances where the inability to meet the requirements set out in **paragraph 3.5** above is occasioned by factors outwith the control of the senior academic GP, for example, absence on leave.
- 5.5 Progression through seniority points must not be related to or affected by the outcome of the appraisal process.
- 5.6 Where a manager believes that a senior academic GP is unlikely to meet the criteria set out in **paragraph 3.5**, an interim job plan review should be arranged to address this at the earliest opportunity.

## **6 ADDITIONAL CAPACITY**

- 6.1 Additional capacity, in relation to private practice or fee paying work, will be deemed to exist where a full time senior academic GP is contracted for 5 clinical service weekly programmed activities (or less) within a total equivalent to less than 12 weekly programmed activities in the integrated job plan. The utilisation of extra programmed activities for direct clinical care, as detailed in **paragraphs 4.4.6 – 4.4.12** of the **2004 Scottish Consultant Contract**, should be subject to agreement between the senior academic GP, the University Employer and the NHS Employer. Where a senior academic GP does not personally profit (e.g. the profits are retained by the university/charity) from undertaking private practice or fee paying work as defined in **paragraph 4.4.7** of the **2004 Scottish Consultant Contract**, there will be no expectation that he/she should offer an extra programmed activity in order to qualify for pay progression.

## **7 PRIVATE PRACTICE OR FEE PAYING WORK**

- 7.1 The rules and conditions regarding private practice or fee paying work, outlined in **Section 6** and **Appendix 8** of the **2004 Scottish Consultant Contract**, apply equally to senior academic GPs as to clinical academic consultants. Where a senior academic GP wishes to undertake private practice or fee paying work, and this is allowed for under the terms of **Section 6** of the **2004 Scottish Consultant Contract** and is permitted under the terms of the University Employer's regulations, the impact on the university and NHS components of the senior academic GP's working week should be a matter for local determination by the University Employer (usually the Dean), with the full participation of the relevant NHS Medical Director/Director of Public Health, bearing in mind the need to achieve a fair balance between the individual's NHS and university commitments.
- 7.2 Any separate remunerated work undertaken by a senior academic GP explicitly on behalf of the University Employer will be exempt from the rule that he/she must first offer an extra programmed activity in order to qualify for pay progression. For all other remunerated work, the same rules as apply to clinical academic consultants will apply.

## **8 DISCIPLINARY AND GRIEVANCE PROCEDURES**

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

## **9 INTELLECTUAL PROPERTY**

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

## **10 ANNUAL LEAVE AND PUBLIC HOLIDAYS**

- 10.1 The senior academic GP's annual leave and public holiday entitlement will be determined by the University Employer and set out in the substantive contract. It is expected that, in planning and taking annual leave, the senior academic GP will take into account the impact of the timing of annual leave on his/her clinical service and academic commitments and obtain the agreement of the appropriate University and NHS managers. Such agreement will not unreasonably be withheld. Where the annual leave entitlement does not incorporate university or public holidays, senior academic GPs who are required to work on any part of a university or public holiday to fulfil the requirements of their job plan shall receive a day off in lieu.

## **11 TRANSITIONAL ARRANGEMENTS**

### **Effective Date**

- 11.1 The following arrangements apply to the introduction of these terms and conditions of service from 1 February 2007, with salary backdated to 1 April 2004, or date of appointment if later, for current senior academic GPs who meet the conditions set out below.

### **Transfer of Current Senior Academic General Practitioners**

- 11.2 A 'current senior academic GP' is defined as a senior academic GP appointed prior to 1 February 2007. All references to senior academic GPs in this section mean current senior academic GPs.
- 11.3 University Employers should, by 17 January 2007, make all senior academic GPs aware in writing of the availability of this new contract. A senior academic GP

may opt to remain on his/her existing contract and terms and conditions of service without detriment. Where a senior academic GP wishes to transfer to these new terms and conditions, he/she should respond to his/her University Employer in writing by 24 January 2007. On receipt of written confirmation of a senior academic GP's intent to transfer to these new terms and conditions, the University and NHS Employers should immediately begin the joint job planning process with a view to agreeing a joint job plan with the senior academic GP by 31 January 2007.

- 11.4 A senior academic GP in post prior to 1 April 2004 who gives a written expression of intent to transfer to a contract governed by these terms and conditions in accordance with **paragraph 11.3**, and who agrees a job plan under the terms set out in **paragraph 11.11 – 11.16** below, will progress on 1 February 2007 to the seniority point that would have applied at that date had the contract been available from 1 April 2004.
- 11.5 A senior academic GP who took up his/her appointment between 1 April 2004 and 31 January 2007, who gives a written expression of intent to transfer to a contract governed by these terms and conditions by 24 January 2007 or at the time of acceptance of appointment, and who agrees a job plan under the terms set out in **paragraph 11.11 – 11.16** below, will progress, on 1 February 2007 or as soon as is practicable afterwards, to the seniority point that would have applied at that date had the contract been available from the date of the senior academic GP's appointment.
- 11.6 A senior academic GP who meets the criteria set out in **paragraphs 11.4 or 11.5** above will be entitled to arrears of pay equivalent to the amount of pay he/she would have been entitled to receive had the contract been available from 1 April 2004, for a senior academic GP who was in post on that date, or from the date of appointment if this is between 1 April 2004 and 31 January 2007. This payment will be based upon the job plan agreed in connection with transfer to these terms and conditions of service, including any extra programmed activities. The payment will be made as soon as is practical after transfer to the new contract.
- 11.7 A senior academic GP may give a formal expression of intent to transfer to a contract governed by these terms and conditions under the terms of **paragraphs 11.4 or 11.5**, but be unable to agree a job plan by 31 January 2007 for reasons beyond his/her control, e.g. where the senior academic GP has invoked the appeals process, or where the employers are unable to organise the job planning process in time to meet this deadline. In these circumstances, the senior academic GP will transfer as soon as possible after 1 February 2007, and will be treated as having met the provisions of **paragraphs 11.4 or 11.5**.
- 11.8 A senior academic GP will be entitled to transfer to a contract governed by these terms and conditions at any time after 1 February 2007. Where he/she wishes to do so, he/she will enter into the process set out in **paragraphs 11.11 to 11.16** below. The effective date of transfer for salary and seniority purposes will be the



date of commencing work in accordance with the agreed job plan except in circumstances outlined in **paragraph 11.9**.

- 11.9 It is anticipated that the job planning process will normally be completed within six weeks of a senior academic GP writing to express interest in transferring to a contract governed by these terms and conditions. However, a senior academic GP may be unable to agree a job plan within six weeks for reasons beyond his/her control, e.g. where the appeals process has been invoked, or where the employers are unable to organise the job planning process in time to meet this deadline. In these circumstances, the senior academic GP will transfer as soon as possible, and the effective date of transfer for salary and seniority purposes will be six weeks after the date of expression of interest.
- 11.10 A senior academic GP who has not met the criteria set out in **paragraphs 11.4, 11.5 or 11.7** will not be entitled to an arrears payment. In the event of any disagreement between the senior academic GP and the University Employer about the senior academic GP's entitlement to an arrears payment, the senior academic GP will have access to the appeals process as set out in **paragraphs 4.2-4.13**. For such a senior academic GP, the date of calculating seniority for the purposes of **paragraph 11.17** is the date of transfer to these terms and conditions of service.

#### **Agreeing the Job Plan on Transfer**

- 11.11 Where a senior academic GP has expressed interest in transferring to a contract governed by these terms and conditions of service, he/she will endeavour to agree a job plan with his/her employers. The job planning process, as detailed in **Section 2**, should be applied taking account of potential service redesign, existing duties and any existing job plan agreed under previous arrangements. Where either the senior academic GP or University or NHS Employer considers it necessary, the senior academic GP will, for a period to be agreed with the relevant employer, monitor his/her working hours by means of a model diary (see **Appendix 6** of the **2004 Scottish Consultant Contract**). This diary, along with any other appropriate supporting documentation provided by the senior academic GP and/or employers, will be used to inform the job planning process.
- 11.12 Where the senior academic GP is not able to reach agreement on a proposed job plan associated with transfer, he/she will have the right to invoke the appeals process as set out in **Section 4**.
- 11.13 If the senior academic GP remains dissatisfied with his/her proposed job plan after the conclusion of the appeals process, he/she may elect to remain on his/her existing contract and terms and conditions of service, under the terms of **paragraph 11.3**.
- 11.14 A full-time senior academic GP transferring to a contract governed by these terms and conditions of service will not be required to undertake programmed

activities in excess of 10 per week where his/her agreement is withheld. Where a senior academic GP withholds agreement, this is not subject to appeal and there will be no detriment to progression through seniority points (subject to the provisions outlined at **Section 6**) or any other matter.

11.15 A part-time senior academic GP will be offered the choice of whether to take up a contract based on:

- the number of programmed activities that are nearest in equivalence (to the nearest half unit) to his/her current notional hours; or
- the number of programmed activities that are nearest in equivalence to his/her current working hours, as determined by the model diary (see **Appendix 6** of the **2004 Scottish Consultant Contract**) and taking account of the table in **paragraph 4.2.2** of the **2004 Scottish Consultant Contract**.

11.16 A senior academic GP (whether working full-time or part-time) who wishes to undertake private practice or fee paying work as outlined in **Section 7**, or who already undertakes such work, must inform the University Employer of this in writing as part of the initial job planning process on transfer.

### **Salary on Transfer**

11.17 On transfer to these terms and conditions of service, a senior academic GP will move to the appropriate salary level, linked to the senior academic GP's seniority, as detailed in the pay scales published on the University's HR website. Thereafter the transitional arrangements for eligibility for progression through seniority points set out in the pay scales published on the University's HR website will apply.

11.18 For the purposes of the pay scales a senior academic GP's seniority is either:

- Current pay spine point (on the scale of 0 to 4) plus 1, for senior academic GPs who are not at the maximum of the scale: or
- Sum of whole years completed on maximum of the old consultant scale, plus 5.

11.19 In determining seniority of a senior academic GP for the purposes of the pay scales, the University Employer will apply the criteria set out in **Section 5.1** of these terms and conditions and **paragraph 21** of **Annex A**.

### **Pay Protection**

11.20 Any senior academic GP who from the date of transfer to these terms and conditions receives lower pay will be entitled to protection of the pay which he/she received under his/her old contract. Protection will be on a mark-time basis: that is, the senior academic GP will only be entitled to payment of the

salary received under the old contract at the point of transfer, with no uplift in any further year, where this is higher in any year than the salary that he/she will be entitled to receive under these terms and conditions. This protection will, however, only extend for a maximum of five years after the date of transfer and, therefore, the only salary paid will be that which the senior academic GP is entitled to receive under these terms and conditions.

Protection will only be provided where:

- the senior academic GP continues to undertake at least the same level of activity;
- the senior academic GP remains employed by the same University Employer.

#### **Arrangements for Senior Academic GPs who retire between 1 April 2004 and 31 January 2007**

11.21 Where, between 1 April 2004 and 31 January 2007, a senior academic GP who would have been eligible to move on to these terms and conditions retires, including for reasons of ill-health, compulsory redundancy or organisational change, a superannuable payment will be applicable relating to the period of employment between 1 April 2004 and his/her date of retirement. This payment will reflect pay due had the contract been available from 1 April 2004, and will be based on the senior academic GP's basic salary. The University Employer will notify the Scottish Public Pensions Agency of this increase in superannuable remuneration and contributions arising from the payment of arrears to former employees.

## **ANNEX A**

### **Guidance Associated With Terms and Conditions For Senior Academic General Practitioners**

1. The guidance set out in this Annex applies to senior academic GPs as defined in the introduction to the terms and conditions.
2. Within this definition two broad sub groupings exist: those who are employed by HEIs or other organisations and provide direct clinical care through an honorary contract as part of an integrated job plan and those who work part time within an HEI and part time as either an independent contractor or salaried GP providing direct clinical services under the new General Medical Services (nGMS) contract.
3. The terms and conditions covering the senior academic GP's honorary NHS contract are set out in the main section of this document. Part 1 of this Annex offers additional guidance on these. Part 2 offers further guidance relevant to those senior academic GPs who work under the nGMS contract.

#### **Part 1: Senior Academic General Practitioners who hold substantive HEI contracts and honorary NHS contracts**

##### **Audit and Postgraduate Education**

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

## The Job of the Senior Academic General Practitioner with an honorary NHS contract

5. The special nature of the senior academic GP's job derives from its two major components, academic and clinical, which are of equal importance and together make up the integrated workload. This integrated commitment - requiring the senior academic GP to give equal priority to University and NHS activity - distinguishes the senior academic GP from the NHS GP.
6. The academic and clinical workloads, although subject to assessments as set out in **paragraph 1.3** of the terms and conditions, will be brought together as the integrated workload and incorporated within an integrated job plan (see **Section 2** of the terms and conditions). This approach is consistent with the Follett Review which states in a number of places (e.g. paragraphs 53, 62, 67) that the clinical academic post is a "single job" and elsewhere that "all aspects of a clinical academic's work are of benefit to the NHS" (paragraph 68). In this context, these comments also apply to senior academic GP posts as these also contain academic and clinical elements of equal importance. Further, the Review recommends (paragraph 42) that "the two contracts should be consistent and cross referring, and should be given equal weight". For senior academic GPs, this recommendation will necessitate maintaining a proper balance between academic activity and direct and indirect clinical duties within the integrated job plan.
7. It is important that, in introducing these terms and conditions to senior academic GPs, the current academic commitment provided by the senior academic GP and required by the University Employer is maintained. Because of the nature of the academic aspects of the integrated workload, this commitment cannot be quantified appropriately in terms of programmed activities, nor are the concepts of Plain Time and Premium Time (**Section 4** of the **2004 Scottish Consultant Contract**) or additional capacity (**paragraph 6.1**) in relation to private practice or fee paying work, relevant to it.
8. It is recognised that, with few exceptions, the commitment of senior academic GPs to academic activities equates to significantly more than the University's pro-rata share of 10 core programmed activities. This extra (and at times unsocial) commitment to the University will be recognised by the offer of extra equivalent programmed activities as set out in **paragraphs 1.10 – 1.13** of the terms and conditions. A senior academic GP is under no obligation to accept the offer of extra academic activities and may restrict his/her academic activities to the equivalent of 5, or fewer, programmed activities (see also **paragraphs 1.10 and 1.13**). There will be no detriment to pay progression in such circumstances.
9. In relation to the offer of an extra academic programmed activity outlined in **paragraph 1.10**, this may be withheld only in circumstances where there is clear evidence that the activity and commitment of a senior academic GP fall below the equivalent of 5 plus 1 weekly academic programmed activities. It would be anticipated that this circumstance would have been clearly highlighted in

previous appraisals and job planning rounds and that sufficient time and resources for remedial action to be taken would have been made available. The Transparency Review demonstrated that these instances would be exceptional. Any such instances would be subject to the provisions of the appeals procedure outlined in **paragraphs 4.1 to 4.13**. In the case of a senior academic GP for whom the offer of an extra academic programmed activity had previously been withheld, the extra academic programmed activity would again be offered if and when the reasons for withholding it ceased to apply.

10. The UK Government initiated Transparency Review, implemented in Scotland by the Scottish Higher Education Funding Council, provides a mechanism for measuring the integrated workload of senior academic GPs and there is an expectation that the aggregated outcome of locally agreed integrated job plans across a medical school/NHS Board system will be consistent with its findings.

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

11. For full-time senior academic GPs the integrated job plan will normally comprise the equivalent of 6 (5 core and 1 extra) weekly academic programmed activity equivalents and 5 weekly clinical service programmed activities (with the option of 1 extra weekly clinical service programmed activity by agreement of all interested parties - see **paragraph 1.12**). These norms can only be varied with the agreement of all interested parties. Other than in the case of a senior academic GP working part-time, the core commitment to academic and clinical service work will be set at the equivalent of 10 weekly programmed activities overall. Normally, no more than 2 extra weekly programmed activities will be offered under the combined substantive and honorary contracts, and thus the integrated job plan maximum will normally not exceed the equivalent of 12 programmed activities.
12. The job plan of a senior academic GP contracted for the equivalent of 10 weekly programmed activities or less will be made up exclusively of core academic activity equivalents and core programmed clinical service activities.
13. Where the NHS Employer, University Employer and senior academic GP agree that the clinical workload of that senior academic GP is equal to 6 or 7 weekly programmed activities, the senior academic GP will be offered one or two weekly clinical extra programmed activities in the job plan to reflect the agreed level of commitment to clinical service. Where this extra clinical activity is not recognised by the offer of an appropriate number of clinical extra programmed activities, the clinical workload should be adjusted to reflect the number of weekly clinical programmed activities agreed in the job plan.
14. Where, exceptionally, a senior academic GP undertakes more than 7 (i.e. 5 core and 2 extra) weekly clinical service programmed activities by agreement, this will be achieved by increasing the core clinical service commitment to a level above 5

weekly programmed activities, with a pro-rata reduction in the core commitment to academic activities.

15. Where a senior academic GP undertakes more than the equivalent of 6 (i.e. 5 core and 1 extra) weekly academic programmed activities, this will normally be achieved by first increasing the number of extra academic programmed activities to a maximum equivalent to 2 weekly programmed activities, with any further increase achieved by adding core academic activity equivalents and reducing pro-rata the core commitment to clinical service programmed activities to keep within the integrated weekly job plan maximum normally equivalent to 12 programmed activities.
16. A university department, or specialist clinical group within a department, may undertake to provide a defined amount of clinical service in a particular specialty. Such an arrangement has advantages for the NHS and University in terms of flexibility and continuity of service provision and in all circumstances should be formally considered by the University Employer and NHS Employer working together. As the Follett Review makes clear (paragraph 70) such arrangements are consistent with individual job planning and accountability. This can be achieved by means of a service level agreement between the relevant NHS body (usually the Medical Director/Director of Public Health) and the university (usually the Dean of the medical school) and implemented via individual job plans for senior academic GPs under their honorary NHS contracts.
17. Examples of substantive university managerial and administrative roles (see **paragraph 1.11**) which may, at the discretion of the University Employer, require more than the equivalent of 6 (i.e. 5 core and 1 extra) weekly academic programmed activities include, but are not limited to:
  - Dean / Sub-Dean / Postgraduate Dean
  - Teaching Dean / Research Dean
  - Head of Division / Head of Department
  - Phase Convenor / Specialty Convenor

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

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

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

**Variation 1.** The norm for a senior academic GP with a full-time contract and no extra clinical service programmed activities (see **paragraphs 1.8-1.10** of the terms and conditions)

**Variation 2.** As for (1) with one extra clinical service weekly programmed activity (see **paragraph 1.12** of the terms and conditions)

**Variation 3.** As for (1) with two extra clinical service weekly programmed activities (see **paragraph 1.13** of the terms and conditions)

**Variation 4.** Senior academic GP with a substantive university managerial role (see **paragraph 1.11** of the terms and conditions)

**Variation 5.** Senior academic GP contracted for the equivalent of 10 weekly programmed activities or less (see guidance above)

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

### **Pay, pensions and leave entitlement**

18. All elements of a senior academic GP's salary will be paid through the University Employer (or other substantive employer), irrespective of the primary source (or sources) of funding.
19. Senior academic GPs' pay will be uplifted in line with uplifts agreed for consultant clinical academics.

### **Joint Appointing Procedures**

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

### **Starting Salary**

21. In determining the starting salary of a senior academic GP, the University Employer will, in addition to considering the factors referred to in **Section 5.1** of these terms and conditions, apply academic criteria. These may include:
  - length of time in academic training (research and /or teaching) posts;
  - possession of postgraduate research and /or teaching degrees;
  - awards, prizes and other evidence of academic recognition;
  - academic outputs (e.g. publications);
  - national/international standing.

### **Disciplinary and Grievance Procedures**

22. As recommended by the Follett Review (paragraph 63), the University Employer and the NHS Employer should jointly prepare a formal agreement on the procedures for the management of poor performance and for disciplinary action



to be followed for senior academic GPs. As a minimum these should: ensure joint working from the outset (i.e. from the moment when a problem or potential problem is identified); specify which employer is to take the lead; ensure suitable cross membership of disciplinary bodies; be expeditious.

23. The responsibility for investigating and managing matters related to poor performance, discipline or grievance will normally follow the lines of accountability as set out in **paragraph 2.1** of these terms and conditions, i.e. the University Employer will lead on matters arising under the substantive contract and the NHS Employer will lead on matters arising under the honorary contract.
24. The development by the universities of a new model statute will provide an opportunity to co-ordinate and cross-reference these principles as they are incorporated into the separate procedures.

**Part 2: Senior Academic General Practitioners who have a part time University contract and undertake their clinical duties as independent contractors or salaried GPs under the nGMS contract**

25. Whilst the duties of a senior academic GP post which exists within the framework of a substantive HEI contract, an honorary NHS contract and direct clinical care duties within a GP practice can be considered to constitute a single post and are thus covered by the recommendations of the Follett Review, senior academic GPs who work within a GP practice under the nGMS contract are, for the purposes of job planning, considered to have two separate posts.
26. In view of the above, HEIs are not required to enter into joint job planning arrangements with GP practices where senior academic GPs work as independent contractors or salaried GPs under the nGMS contract. HEIs will, however, be expected to bear the conclusions of the Follett Review in mind in conducting job appraisals for these employees. In addition, senior academic GPs who fall into this category will be expected to work in partnership with their HEI employer and to keep the Dean, or other nominated individual within the University, informed of their general practice commitments. As with senior academic GPs described in Part 1, it is acknowledged that the academic and clinical components of the integrated workload of senior academic GPs undertaking independent clinical practice under the nGMS contract are of equal weight and all aspects of the integrated workload are of benefit to the NHS.
27. In addition, senior academic GPs working under the nGMS contract should keep their HEI employer informed of any aspect of their general practice work which might have a bearing on their substantive HEI contract. In particular, any issue highlighted in the final written record of the annual review held between the Health Board and the GP which may have a bearing on his/her work for the HEI employer or any notification made to the Health Board under section 403 of the nGMS contract should be reported to his/her HEI employer.

28. The Dean, or other nominated person within the HEI, will consider what action, if any, needs to be taken in relation to such information. Failure to keep the employing HEI informed of such information may be considered a disciplinary offence and progressed through the HEI's disciplinary procedures.

### **Review**

This document was originally produced in February 2007. It was updated in July 2010 to incorporate changes to retirement; to University annual leave/public holidays; and to include a statement on Academic Freedom, as ratified by CJCNC 17 June 2010. It was revised again in March 2011 to incorporate changes to retirement and to provide more detailed terms and conditions and ratified by CJCNC 16 March 2011. An agreed revision was made on 31 October 2012 to include a Privacy Notice for Employees. The document was revised again in July 2013 to incorporate changes to Pension Scheme (as a result of auto-enrolment legislation) and the Privacy Notice for Employees was updated. Further revisions were made in April 2015, removing references to HTBN in favour of Guaranteed Hours Contracts, and ratified by CJCNC on 28 April 2015. Following contracting-out pensions changes, an update was made in May 2016. It was revised again in January 2017 to update the definition of Academic Freedom and broken web links. In October 2017, the clause on 'other paid employment' was updated and the requirement to comply with information security policies was added and agreed at CJCNC. In December 2017, an update was agreed by CJCNC regarding holiday pay for non-contractual overtime/call-outs.

In May 2018, the paragraphs regarding Privacy Notice were removed to comply with GDPR regulations.

These summary terms and conditions will be subject to review as appropriate due to changes in legislation, statutory requirements or other agreed changes. In the absence of this, they will be reviewed by 2018.

### **Alternative Format**

If you require this document in an alternative format please contact [UHRS@ed.ac.uk](mailto:UHRS@ed.ac.uk) or telephone 0131 650 8127.