

## CORE TERMS AND CONDITIONS OF SERVICE

### (Clinical Senior Lecturers/ Readers/ Professors) New Clinical Academic Contract

#### **GENERAL CONDITIONS**

This document contains the terms and conditions of employment applicable to all staff employed by Imperial College London (subsequently, “the College”). These terms should be read in conjunction with the appendix to this document, the letter and contract offering employment, any enclosed statements or policies and any subsequent letters or contracts or policy statements issued. These terms and conditions are subject to any legislative changes.

The College reserves the right to change or alter these terms as a result of changes in conditions negotiated at national level, or as a result of changes arising from consultations at local level, and adopted by the College.

#### **PLACE OF WORK**

Staff are appointed to a department, division or School and notified of their main campus location in their contract of employment. The College may require staff to work in, or be transferred to, other departments, divisions or centres or to change locations within a reasonable travelling distance of their current campus, either temporarily or longer term.

#### **WORKING ENVIRONMENT**

##### **Equal Opportunities**

Imperial College is committed to a policy of promoting and advancing equal opportunities and inclusion in employment, to challenging discrimination and inequalities and to implement best practice. The College will promote a working environment where factors such as age, race, colour of skin, ethnic or national origins, marital status, gender, disability, religion or belief, socio-economic background, parental status, trade union membership, sexual orientation, those who identify as trans, those who identify as gender neutral, do not affect treatment or progression.

##### **Behavioural Expectations**

Imperial College is committed to creating and maintaining a working environment which encourages all members of staff to contribute fully and which is based on mutual respect, politeness and civility. All staff are expected to comply with the College’s [‘Respect for Others’](#) standards and policies. There is no place for discrimination, harassment and victimisation or, threatening, bullying or abusive behaviour. Any contravention will be regarded as serious and disciplinary action will be taken.

##### **Imperial Expectations**

*Imperial Expectations* are a set of seven statements which help to ensure a positive working environment where staff feel motivated, engaged and perform well. They are behavioural principles which have a positive effect on the quality of daily working life and which will help all staff, within each section and department, to meet their objectives. Originally designed to articulate how our leaders, managers and

supervisors are expected to behave, they also relate closely to the College's 'Respect for Others' standards and so are applicable to all staff.

## **Sustainability**

The College seeks to ensure that all its operational activities are consistent with the highest principles of environmental and ecological sustainability and that its purchasing practices impact positively on all suppliers and communities. Policies and procedures are being developed and implemented with appropriately ambitious targets. All staff are expected to comply with these arrangements and to ensure, by their personal conduct, that their own actions are consistent with these objectives.

## **Health and Safety**

Staff are required to comply with the Health and Safety Policy and the rules and regulations which flow from it. The College as employer, together with members of staff, have a shared responsibility to ensure a safe environment. Where protective clothing is provided it must be worn. If staff have any concerns about a matter of health or safety, they should raise these with their immediate manager or the Safety Unit.

## **Smoke Free Policy**

Imperial campuses and properties are smoke-free. This means that smoking is not be permitted on or within 20 metres of College land.

## **Insurance**

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

## ***START OF EMPLOYMENT***

The start date with the College is recorded in the contract of employment, and is also the start of continuous employment with the College unless otherwise stated. Employment is offered subject to any statutory requirements, criminal disclosure regulations, work permit restrictions and satisfactory references.

All new staff have a probation period which is specified in the offer of employment. Following a report from the Head of Department/Division that performance and conduct have been assessed to be satisfactory, Human Resources (HR) will write to staff and confirm their appointment with the College.

## ***TRADE UNION MEMBERSHIP***

The College values its links with its trade unions, UNITE, UCU and UNISON. Staff are welcome to join a College trade union and participate in its activities.

## ***JOB RESPONSIBILITIES***

### **Policies and Procedures**

Staff are required to comply with all statutory requirements and with all existing or updated policies and procedures, and any new College policies and procedures when they are introduced.

### **Job Titles and Duties**

Job titles are specified in the contract of employment. Duties are specified in the job description or as directed by the immediate manager. The College reserves the right to change job titles or duties, within the scope of the grade, following appropriate consultation.

### **Financial Regulations**

Staff are required to comply with the College financial regulations which, among other items, details procedures for cash handling, purchasing, travel expenses and insurance. The regulations should be read carefully. Any fraudulent activity will be dealt with through the College disciplinary procedures and may result in dismissal.

### **Information Technology**

Staff are required to comply with the College Information Systems Security Policy, the Conditions of Use of IT Facilities and associated Codes of Practice which regulate the use of the network and hardware and software provided by the College. College IT facilities must be used for the purpose of University research, teaching, coursework, associated administration or other authorised use; no private or personal work or use is permitted without prior authorisation. Staff are advised that information stored on computers may, in any instance of suspected wrong doing, be inspected by College officers. The Conditions will be subject to revision and it the responsibility of staff to take note of these revisions and abide by them. Failure to comply will be dealt with through the College disciplinary procedures and may result in dismissal.

### **Data Protection**

Staff are expected to comply with the principles contained within the Data Protection Act 1998 and with the College Data Protection policy. The College will collect, process and store personal information/data manually and on computers in order to exercise its rights or obligations which are conferred or imposed by law.

### **Confidentiality**

It is a condition of employment that staff must preserve the confidentiality of any personal and/or sensitive information which is made available through the course of their work, whether directly or indirectly. Staff must not disclose any information regarding a person's disabilities which has been provided confidentially. This applies to information about current or prospective staff or students, and applies to information about any person with whom contact is made during the course of employment.

Any breach of confidentiality will be regarded as serious misconduct and will result in disciplinary action.

### **Intellectual Property Rights, Copyrights and Patents**

Intellectual property (IP), including copyright in both printed and electronic publications, which is generated by staff of the College in the course of their normal duties, belongs to the College rather than to the member of staff. The College may waive its right to the copyright for a limited number of items e.g. scientific textbooks. Other IP, e.g. patentable inventions, computer software etc., may be assigned to Imperial Innovations, who, under a legal agreement with the College, has the right to manage the commercialisation of unencumbered IP generated in the College. No company or partnership shall be established to exploit IP in which the College has an interest without specific College approval. For further information please refer to College's IP policy available from the website: <http://www.imperial.ac.uk/research-and-innovation/research-office/ip/ip-policy/>

## **Open Access**

It is expected that you will comply with the following:

- All papers to acknowledge Imperial College as your employing institution
- All papers to be compliant with the College's Open Access Policy and made available within three months of acceptance (The College's Central Library has support available to assist with this process).

## **Proper Scientific Conduct in Research**

It is the responsibility of every member of staff to uphold the good reputation of the College and, consequently, it is expected that staff will undertake all research activity with integrity and proper conduct and raise any concerns they may have about possible scientific misconduct with their immediate manager or Head of Department/Division as appropriate.

## **External Interests**

Staff may hold external interests in addition to their College position, with permission, but these external interests must not conflict with their responsibilities and workload for the College. Where staff wish to hold an external interest they must secure the prior written consent of the Head of Department/Division (or as stated in the External Interests and Annual Declaration policy if the individual is a Head of Department/Division) before accepting an external interest or extending an existing external interest, including the undertaking of any private consultancy work, whether on a part time or casual basis, in the evenings or at weekends. This enables the College to comply with its obligations under the Working Time legislation and to identify and manage conflict of interest issues that may arise. All staff are required to submit their Declaration of Interests Return annually, including nil returns.

## **Working for other departments of the College**

Where a member of staff wishes to undertake additional work for a different College department, on a casual or freelance basis, outside of their employment contract with the College, they must obtain prior written consent from the head of their employing department in order to ensure that the additional work does not detract from or conflict with their normal contracted duties. This applies whether such work is done in their own name or through a company or business which belongs to them.

## **Criminal Convictions**

Staff are required to notify the Head of Department/Division of any current criminal conviction. Staff are not required to notify spent convictions unless they are in professions or occupations which, under the Rehabilitation of Offenders Act (1974), are designated as posts where both current and spent convictions should be notified. Information on convictions occurring during employment will not be used for disciplinary purposes unless it impacts on the role and responsibilities of the post which the member of staff holds.

## **Freedom of Speech**

The College wishes staff to feel able to raise concerns about health and safety issues, possible impropriety, including financial or criminal activity, without fear of recrimination. A member of staff who has a concern but who does not feel able to

raise this within his or her department/division should approach his/her HR Adviser for advice.

## **Security**

Staff should carry ID cards at all times or have them available for examination upon request as determined by the Head of Department/Division. Loss or damage of an ID card should be reported to Security immediately.

## **Use of College Equipment**

Staff must adhere to local departmental/divisional rules regarding the use of photocopiers, telephones, stationery etc for personal use.

It is College policy that telephone calls from landlines to mobile phones be kept to a minimum because of the increased cost.

## **Appraisals and Performance Review Systems**

The purpose of appraisal and performance review systems is to review performance and development needs. Staff are required to participate in these schemes when requested to do so by the Head of Department/Division.

## ***WORKING TIME***

### **Hours of Work**

The College wishes to promote an ethos that all staff maintain a reasonable balance between home and working life. Hours of work are set out in the appendix to this document.

### **Job Planning**

Your duties under this contract will be jointly agreed with your honorary employer (s), through the integrated job planning process, taking account of the whole of your work. Your agreed duties will be included in a single, integrated Job Plan. It is essential to finalise your annual job plan in liaison with your Academic and Clinical Lead.

## ***SALARY AND PAY***

### **Payments of Salary**

Salaries are paid monthly by credit transfer into a bank or building society account. All payments are made subject to compliance with legislation and regulations for deductions from pay. Payment is on the 24th day of each month or on the previous Friday if the 24th occurs on a Saturday or Sunday. Payment is made for the whole month (i.e. three weeks in arrears and one week in advance). December salaries are usually paid earlier in the month.

New staff who join and submit a Pension & Payroll Details Form that is received in the payroll office by the 10th of the month will receive their first pay on the normal pay date for that month (i.e. the 24th or the preceding Friday). Where a Pension & Payroll Details Form is received after the 10th but before the normal pay day, they will receive their first pay by the last working day of that month. Where a Pension & Payroll Details Form is not received until after the normal pay day, any salary due for that month will be held over to the following month's normal pay day.

New staff should supply their National Insurance number as soon as possible after commencement of employment. Failure to do so may result in salary payments being temporarily suspended until the College is in receipt of this information.

In the event of an overpayment of salary, the College will recover the overpayment. Staff have an obligation to check their payslips and to notify the College of any overpayment.

## **Salary Calculations**

Staff whose contract quotes an annual salary (as opposed to an hourly rate of pay) will receive one twelfth of the annual figure for each complete calendar month worked, regardless of whether the month has 31 days or fewer; and regardless of the incidence of bank holidays and College closure periods during that month.

Where salary is due for a period of less than a complete calendar month (e.g. in the employee's first or last month of employment), the salary is calculated by taking one twelfth of the annual salary, and then dividing that by the actual number of calendar days in that month (i.e. 31, 30, 29 or 28). Payment is made for the period of days worked during that month, including intervening weekends and bank holidays.

For employees with an irregular working pattern (e.g. part-time employees working full days on Tuesdays and Wednesdays plus Friday mornings only) the calculation of pay in the first and last month of employment is done on the same principle as for full-time employees, but applying their full-time equivalent fraction to the number of actual calendar days worked (including intervening non-working days).

## **Criteria for Pay Thresholds**

The criteria for pay thresholds are set out in **Appendix D**.

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

Where pay progression has been agreed payment will be made on the 1<sup>st</sup> month nearest the anniversary of transfer to the new contract.

You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be the College's responsibility to show why this decision was taken drawing, as necessary, on the views of the member of staff's honorary employer(s). An appeal framework is set out in **Appendix E** to this contract.

## **Pay Supplements**

### Payment for Additional Programmed Activities

Any additional Programmed Activities that staff agree to carry out as part of the integrated job planning process, either for the College or for the employer(s) who hold the member of staff's honorary contract(s), will be paid at the rates set out in **Appendix B** of this contract.

## Distinction Awards, Discretionary Points and Clinical Excellence Awards

Staff are entitled to be paid a Distinction Award or a Clinical Excellence Award where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has made such a recommendation. Alternatively, staff are entitled to be paid Discretionary Points or a Clinical Excellence Award where the honorary employer(s) have made a local award. Distinction Awards, Discretionary Points and Clinical Excellence Awards will be paid by the College on behalf of the NHS at the rates set out in the latest Advance Letter from the Department of Health concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service. When you are in receipt of this letter, please forward it to your HR Contact at the College.

## On-Call Availability Supplement

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

## Premium Time

The provisions of **Appendix F** will apply to recognise the unsocial nature of work contracted in Premium Time and the flexibility of clinical academics working at these times. All requests for Premium Time will normally be agreed in advance.

## Clinical Activity and Honorary Contract

Refer to **Appendix H**.

## **ANNUAL LEAVE**

Staff are entitled to paid annual leave and are encouraged to take it. The provisions below are the standard allocations for personal annual leave. Additional leave may also be taken for conferences, networking and to pursue research and collaborative interests. Academic staff normally take leave during College vacations. All leave is taken by arrangement with the Head of Department/Division in the light of academic and department/divisional requirements.

Personal annual leave entitlement is 30 days (pro rata for part-time staff). NHS consultants with more than seven years seniority are entitled to a further two days annual leave.

You are also entitled to 10 days public holidays per annum (including two statutory days)

College closure days are allocated in addition to public holidays at Christmas and Easter. There is no obligation for staff to take days during college closure dates but if you do, this must be taken as part of your annual leave entitlement.

It is essential for staff to obtain the prior approval of their immediate manager before booking or taking leave. Departments/divisions may notify staff in advance of periods when leave may or may not be taken in accordance with local operational requirements. Every effort will be made to accommodate personal circumstances and for agreement to be given to leave requests, although approval will be withheld where it seriously affects operational requirements.

The right to paid annual leave begins on the first day of employment but, during the first year of employment, staff are only entitled to take paid leave which has been accrued. Entitlement will be accrued at the rate of one-twelfth of the annual entitlement each month, rounded up to the nearest half-day or whole day.

Staff who are employed on short fixed-term contracts to undertake a specific project may, by agreement with their manager, be paid in lieu at the end of the contract for any leave which has not been taken by the end of the contract or, if the employee prefers, the contract will be extended by the necessary number of half or whole days so that the employee may take the leave at the end of the assignment.

When staff fail to return from leave on the date agreed they may be in breach of their contract of employment. Staff who are unable to return on the agreed date must contact their immediate manager as soon as they become aware of any difficulty and they must be prepared to provide documentary evidence to support their continued absence from work.

The College leave year runs from 1 February to 31 January. Leave must normally be taken within the leave year. With the agreement of the Head of Department/Division, staff may be permitted to carry up to five days' leave forward into the next leave year. This rule also applies when staff have been absent during the leave year. No payment will be made in lieu of leave not taken except, possibly, when staff leave College employment.

On termination of employment, the College reserves the right to require staff to take any outstanding leave during their notice period and only where this is deemed to be impracticable will staff receive pay in lieu; payment will be subject to PAYE and NI deductions. Entitlement will be calculated on a pro rata basis and will not be rounded up to the nearest half or whole day as it is for staff who take leave while they are employed. If staff have exceeded their entitlement, the College will deduct an equivalent number of days' pay from any pay due on the termination of employment, or will otherwise seek to recover the money owed after employment has ended.

## ***SICKNESS PAY AND LEAVE***

### **Medical Examination on Appointment and During Service**

Appointments are subject to satisfactory medical clearance by Occupational Health. New members of staff are required to complete a confidential staff pre-employment questionnaire and to be medically examined if required.

During employment, a member of staff may be required to be assessed by Occupational Health, which may include a medical examination, if at any time health or fitness in relation to employment is in doubt. If a member of staff is absent on sick leave and refuses to undertake the College health assessment then payment of College sick pay will be reviewed.

### **Absence Due to Sickness**

The College expects staff to attend work in accordance with their contractual hours but it is recognised that on occasions absence may occur due to sickness or injury. It is the College aim that staff are treated fairly and consistently during these periods in accordance with its written guidelines available from the HR Division.

### **Sick Pay Benefits**

The College provides enhanced sick pay benefits. These benefits are without



prejudice to the College right to terminate employment on grounds of ill-health or injury without exhausting these benefits. The College will take all reasonable steps to ensure security of employment in line with its guidelines and including compliance with the Equality Act 2010 and any other legislation.

The College sick pay scheme incorporates the provisions of the Statutory Sick Pay Scheme. No combination of payments will exceed normal contractual full pay. Enhanced sick pay benefits are calculated on the first day of each absence and take into account the number of days of sickness absence already taken within the previous 12 months.

<b><u>Length of service</u></b>	<b><u>Maximum sick pay</u></b>
During first year	1 month at full pay and then 1 month at half pay
During second and third year	3 months at full pay and then 3 months at half pay
During fourth year and after	6 months at full pay and then 6 months at half pay

Where a member of staff's length of service increases during a period of sickness absence they will receive the maximum sick pay benefits that applied on the first day of the current period of absence. Following a return to work, any subsequent periods of sickness absence would attract the appropriate increased level of sick pay benefits based on length of service.

Payment of sick pay is subject to staff complying with the following conditions:

- On the first day of sickness absence, the member of staff must contact his/her manager and notify the absence from work as soon as possible, normally within one hour of usual start time
- Staff must keep the immediate manager fully informed about the illness and the likely date of return. In the case of extended absence, contact should be once a week.
- Staff must complete a Notification of Absence Form on their return to work and submit this to their immediate manager who will send a copy to HR.
- For absences of more than seven consecutive calendar days, staff must also submit a doctor's certificate at the earliest opportunity to their immediate manager who will submit this to HR.
- Where a doctor has provided an open certificate, staff must obtain a certificate confirming fitness to return to work.
- Staff may be required to undertake an occupational health assessment.

### **Sickness During Annual Leave**

Members of staff who are on annual leave, but who become ill during this period, can be regarded as being on sick leave. If the member of staff wishes to reclaim the annual leave for the sickness period, then s/he must report in sick on the first day of illness and provide a medical certificate, signed by a GP at the beginning of the sickness absence, to cover the absence from the first day of sickness, (i.e. if a staff member takes one week's annual leave and is sick for one day of that week then a medical certificate must be provided). In these instances the balance of the holiday may be taken at a later date in accordance with normal leave authorisation arrangements. A maximum of 5 days' annual leave may be carried forward into the

next leave year, in accordance with the College's Annual Leave Policy. No payment will be made in lieu of leave not taken except, possibly, when staff leave College employment.

In instances when a member of staff falls sick while on annual leave overseas and wishes to reclaim the annual leave for the sickness period, if the GP consulted provides a note as evidence of illness (as opposed to an authenticated medical certificate), this must be submitted on the GP's official headed notepaper or have an official stamp. In rare instances when neither of the aforementioned are available, the College will accept its own ['GP statement for Annual Leave reclaim' form](#) which can be downloaded from the College website and must be completed by the GP as set out on the form. It is the member of staff's responsibility to ensure that the above is complied with.

### **Sickness Due to an Accident**

If a member of staff is absent due to an accident, normal sick pay rules will apply. If the accident is due to the negligence or breach of a statutory duty by a third party, the member of staff shall be under a duty to make a claim in damages seeking to recover from the third party the gross cost incurred by the College in providing sick pay (including employers' national insurance and pension contributions but excluding any amounts payable under the Statutory Sick Pay (SSP) scheme). If the accident is covered by a personal accident insurance policy e.g. holiday insurance, the member of staff shall similarly have a duty to claim against that policy to recover College costs in providing sick pay. If the accident has resulted from the member of staff's own negligent conduct or breach of a statutory duty, the College reserves the right to withhold payment of sick pay or recover, in full, any College sick pay benefits which have been paid (excluding SSP entitlements).

### ***FAMILY LEAVE - MATERNITY, ADOPTION/SURROGACY, PATERNITY/MATERNITY SUPPORT, SHARED PARENTAL, PARENTAL, DEPENDANTS***

#### **Maternity Leave**

Rights and responsibilities in respect of maternity leave and pay are set out in the College's Maternity Leave Policy. There is an entitlement to time off with pay to attend appointments for antenatal care provided that evidence of the appointment is produced if requested.

#### **Adoption/Surrogacy Leave**

The College policy for adoption and surrogacy leave is contained within the Adoption and Surrogacy Leave Policy. There is an entitlement to time off with pay to attend appointments for court proceedings, adoption appointments and ante-natal care provided that evidence of the appointments are produced if requested.

#### **Paternity/Maternity Support Leave**

The College operates a paternity/maternity support leave arrangement, which is detailed in the Paternity/Maternity Support Leave Policy. There is an entitlement to time off with pay to attend appointments for ante-natal care provided that evidence of the appointment is produced if requested.

## **Shared Parental Leave**

The College policy for shared parental leave is contained within the Shared Parental Leave Policy.

## **Parental Leave and Dependants' Leave**

Details are contained within the Special Leave Policy.

## ***SPECIAL LEAVE***

In certain circumstances members of staff may request special leave for compassionate reasons, for example the death or serious illness of an immediate member of the family. Applications should be made to the immediate manager.

## **Jury Service and Witness Duty**

In order that College can make up any shortfall when members of staff attend jury service or witness duty for periods of four weeks or more, there will be a need to reduce the member of staff's salary by the entire gross amount for the days they served as a juror, but a (taxable) addition with description "ex gratia payment" will simultaneously be made to their pay to compensate to the extent that the Court Service's "loss of earnings" re-imbusement falls short of their normal pay.

## **Sabbatical Leave**

The conditions and procedures relating to the granting of sabbatical and other leave of absence is contained within the Special Leave policy.

## ***DISCIPLINARY AND GRIEVANCE MATTERS***

### **Disciplinary Procedure**

The College disciplinary procedures set out the arrangements for dealing with matters of poor performance, conduct or capability. Guidance can be sought from your HR Adviser. Copies of the disciplinary procedures are available from the HR Division.

In the event of a suspicion of theft, the College reserves the right to search the locker, personal property or clothing of a member of staff. Staff may request the presence of a colleague or trade union representative if a search is required.

### **Grievance Procedure**

If staff have a grievance it should be discussed first with the immediate manager. Information on the grievance procedure is available from the HR Division.

## ***END OF EMPLOYMENT***

### **Notice**

Unless stated otherwise in the offer of employment, the written notice to be given by either the member of staff or the College to terminate employment is three months.

Staff on a fixed term contract receive notice of the ending of their employment within that contract. No further contractual notice will be given unless the contract is to terminate prior to the end date specified in the offer of employment. In these

circumstances the notice from the College would be as above.

The College reserves the right to require staff not to attend work or not to undertake work during all or part of the notice period. In the event of dismissal for misconduct or conduct prejudicial to the interests of the College, salary may be paid in lieu of notice and may be subject to PAYE and NI deductions. On termination for gross misconduct, staff may be dismissed without notice and without pay in lieu of notice.

At the end of employment, the College will deduct money it is owed from any final salary or otherwise seek to recover the money owed after employment has ended.

### **Returning College Property**

On leaving employment, staff should return their ID card and all College property to their immediate manager, including any clothing and equipment which has been supplied.

### **Research Governance**

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

### **PENSIONS**

The College occupational pension scheme is set out on the College Website.

It is not permissible for College employees to join or remain a member of any other occupational pension scheme. The only exception is for those staff who are members of the National Health Service Pension Scheme.

Staff electing to join the College occupational pension scheme will be required to contribute a percentage of pensionable salary according to the rules of the scheme and the College will also contribute a percentage of pensionable salary.

Members of staff below the age of 65 will automatically be entered into the occupational pension scheme unless they opt out in writing. In the event that a member of staff chooses not to belong to the College occupational pension scheme, the College will make no contribution to a personal pension. Staff who are over state pension age (SPA) when starting employment with the College are not normally eligible to join the occupational pension scheme. In certain circumstances, exceptions can be made to the ruling with the consent of the scheme's trustees but this may be subject to financial penalty.

**ANY QUESTIONS** about these terms and conditions should be raised with the HR Adviser responsible for your department/division/School.

Human Resources Division

May 1999 / Revised October 2001, August 2003, June 2004, October 2016, August 2017

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

*This Appendix applies to clinical academics appointed to a post that is equivalent to the consultant grade on or before 31 January 2004. Appendix B applies to those whose first appointment to a post equivalent to the consultant grade was on or after 1 February 2004. For the purpose of determining whether this Appendix, or Appendix B applies, the date of appointment will be regarded as the date on which the post was offered.<sup>1</sup>*

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

**Pay Uplift**

3. The rates of pay set out in the Schedule are at 2003/04 and 2004/05. The rates will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee which translates the Government's implementations of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants, except as provided for in paragraph 4. The rates will be uplifted from 1 April or on such other dates/at such other intervals as may be varied from time to time.

---

<sup>1</sup> For the purposes of this Appendix the date offered is the date on which an unconditional offer of employment was given.

4. The rates increased by 3.225% from April 2004 and will increase by a further 3.225% from April 2005 subject to this value remaining within 1.5% of RPI(x). Should RPI(x) fall outside these values the Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Any uplift will be translated to clinical academic salaries by the Clinical Academic Staff Salaries Committee.

#### Definition of Seniority

5. Both salary on commencement and eligibility for subsequent pay thresholds will depend on a clinical academic's seniority (see Tables 1 and 2). 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 1 to 5), plus any additional credited seniority (in aggregated whole years) to reflect non-NHS consultant level experience and/or flexible training (see below).
6. The College will credit appropriate additional seniority to reflect any consultant level experience gained outwith the NHS consultant system and/or employment as a clinical academic at consultant level, including any periods of time spent in full-time academic teaching and research at a level comparable with the consultant grade, taking care to ensure that there is no double counting of this, and any additional seniority granted by appointment by way of a higher point on the salary scale.
7. Where a clinical academic's training has been lengthened by virtue of being in a flexible or academic training scheme, the substantive employer will, where necessary, credit appropriate additional seniority to ensure that the clinical academic is not prevented from becoming eligible for the maximum pay threshold they would have attained had they trained on a full time basis (e.g. training extended by two years counts as the equivalent of two years' seniority as a consultant or clinical academic on first appointment to a post equivalent to the consultant grade).

#### **Basic Pay on Commencement**

8. On commencement, and subject to the provisions on pay protection set out below, the value of basic salary and of payments for any additional Programmed Activities will:
  - For full-time clinical academics who have previously held a whole-time contract, be as set out in Table 1;
  - For full-time clinical academics who have been previously held a maximum part time contract, be subject to the provisions in paragraph 15 below; or
  - For part-time clinical academics (i.e. those with a total commitment of less than 10 Programmes Activities), be pro rata to the levels set out in Table 1, based on the number of agreed weekly Programmed Activities in the clinical academic's integrated Job Plan.

**Table 1: Salary on Transfer**

Level of Seniority (years)	Salary on commencement (full-time)		
	1.04.16	1.04.17	1.10.18
1	£76,001	£76,761	£77,912
2	£76,594	£77,360	£78,520
3	£77,189	£77,961	£79,130
4	£77,788	£78,566	£79,744
5	£83,141	£83,972	£85,232
6	£84,327	£85,170	£86,448
7-29	£85,514	£86,369	£87,665
30+	£91,166	£92,078	£93,459

### Additional Programmed Activities

Level of Seniority (years)	Annual Payment for one Additional Programmed Activity		
	01.04.16	01.04.17	01.10.18
1	£7,600	£7,676	£7,791
2	£7,659	£7,736	£8,035
3	£7,718	£7,796	£8,279
4	£7,778	£7,856	£8,523
5	£8,314	£8,397	£8,767
6	£8,432	£8,517	£9,346
7-29	£8,551	£8,636	£9,925
30+	£9,116	£9,207	£10,504

9. Where a clinical academic holds discretionary points or a local clinical excellence award, there will be a pro-rata increase in the payment for an additional Programmed Activity, compared with the rates in Table 1. Where a clinical academic holds a distinction award or a higher clinical excellence award, the pro-rata increase in the payment for an additional Programmed Activity will be based on the maximum level of discretionary points or local Clinical Excellence Awards as the case may be.

### Pay Protection

10. There will be no financial detriment to clinical academics for whom the combined total of their basic pay (as calculated under Table 1) 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 transferring to this contract in 2003/04, there will be 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. After this date, protection will be on a mark-time basis (i.e. until the new salary exceeds the salary at the point of transfer).

11. Protection will be afforded provided the clinical academic continues to undertake the same level of duties and responsibilities (and on-call commitments if applicable).

### **Pay Thresholds**

12. Clinical academics will become eligible for pay thresholds at the intervals set out in Table 2 on the 1<sup>st</sup> of the month nearest the anniversary of transfers to the contract.
13. The value of pay thresholds for full-time clinical academics who have previously held a whole-time contract (or equivalent) will be as set out in Table 2.
14. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels in Table 2, 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.

### **Clinical Academics Formerly On Maximum Part-Time Type Contracts**

15. The basic salary for full-time clinical academics who have previously held a maximum part-time type contract will be as follows:
  - In their first year under this contract (2003/04), their previous level of salary (including the annual pay uplift to which they would have been entitled had they remained on their previous contract) plus a third of the difference between this and the level of salary to which they would be entitled – as set out in Table 1 – if they had previously held a whole-time or part-time contract;
  - In their second year under this contract (2004/05), their previous level of salary (including the annual pay uplifts to which they would have been entitled had they remained on their previous contract) plus two-thirds of the difference between this and the level of salary to which they would be entitled – as set out in Table 1 or Table 2 as the case may be – if they had previously held a whole-time or part-time contract;
  - In their third and subsequent years under this contract, the same level of salary is applicable for any clinical academic who has previously held a whole-time or part-time contract.



**Table 2: Seniority and Thresholds – 2018/19**  
**Imperial College London**  
**Consultant Clinical Academic (new contract)**  
**Seniority and Thresholds (Transitional Arrangements) 2018/19**  
**Effective from 1 October 2018**

ICIS Pay Point	Seniority at transfer	Years after transfer before threshold levels changes	Pay Threshold	Basic salary	
				01.04.17	01.10.18
8	30+	On transfer to new contract		£92,078	£93,459
9		1 year after transfer	7	£97,787	£99,254
10		2 years after transfer	8	£103,490	£105,042
7	21-29	On transfer to new contract		£86,369	£87,665
8		1 year after transfer	6	£92,078	£93,459
9		2 years after transfer	7	£97,787	£99,254
10		3 years after transfer	8	£103,490	£105,042
7	20	On transfer to new contract		£86,369	£87,665
8		1 year after transfer	6	£92,078	£93,459
9		3 years after transfer	7	£97,787	£99,254
10		4 years after transfer	8	£103,490	£105,042
7	19	On transfer to new contract		£86,369	£87,665
8		1 year after transfer	6	£92,078	£93,459
9		3 years after transfer	7	£97,787	£99,254
10		5 years after transfer	8	£103,490	£105,042
7	18	On transfer to new contract		£86,369	£87,665
8		2 years after transfer	6	£92,078	£93,459
9		3 years after transfer	7	£97,787	£99,254
10		5 years after transfer	8	£103,490	£105,042
7	17	On transfer to new contract		£86,369	£87,665
8		2 years after transfer	6	£92,078	£93,459
9		4 years after transfer	7	£97,787	£99,254
10		6 years after transfer	8	£103,490	£105,042
7	16	On transfer to new contract		£86,369	£87,665

8		3 years after transfer	6	£92,078	£93,459
9		4 years after transfer	7	£97,787	£99,254
10		7 years after transfer	8	£103,490	£105,042
7	15	On transfer to new contract		£86,369	£87,665
8		3 years after transfer	6	£92,078	£93,459
9		4 years after transfer	7	£97,787	£99,254
10		8 years after transfer	8	£103,490	£105,042
7	14	On transfer to new contract		£86,369	£87,665
8		3 years after transfer	6	£92,078	£93,459
9		5 years after transfer	7	£97,787	£99,254
10		9 years after transfer	8	£103,490	£105,042
7	13	On transfer to new contract		£86,369	£87,665
8		3 years after transfer	6	£92,078	£93,459
9		5 years after transfer	7	£97,787	£99,254
10		10 years after transfer	8	£103,490	£105,042
7	12	On transfer to new contract		£86,369	£87,665
8		3 years after transfer	6	£92,078	£93,459
9		6 years after transfer	7	£97,787	£99,254
10		11 years after transfer	8	£103,490	£105,042
7	11	On transfer to new contract		£86,369	£87,665
8		4 years after transfer	6	£92,078	£93,459
9		7 years after transfer	7	£97,787	£99,254
10		12 years after transfer	8	£103,490	£105,042
7	10	On transfer to new contract		£86,369	£87,665
8		4 years after transfer	6	£92,078	£93,459
9		8 years after transfer	7	£97,787	£99,254
10		13 years after transfer	8	£103,490	£105,042
7	9	On transfer to new contract		£86,369	£87,665
8		4 years after transfer	6	£92,078	£93,459
9		9 years after transfer	7	£97,787	£99,254
10		14 years after transfer	8	£103,490	£105,042

7	8	On transfer to new contract		£86,369	£87,665
8		5 years after transfer	6	£92,078	£93,459
9		10 years after transfer	7	£97,787	£99,254
10		15 years after transfer	8	£103,490	£105,042
7	7	On transfer to new contract		£86,369	£87,665
8		5 years after transfer	6	£92,078	£93,459
9		10 years after transfer	7	£97,787	£99,254
10		15 years after transfer	8	£103,490	£105,042
6	6	On transfer to new contract		£85,170	£86,448
7		1 year after transfer	5	£86,369	£87,665
8		5 years after transfer	6	£92,078	£93,459
9		10 years after transfer	7	£97,787	£99,254
10		15 years after transfer	8	£103,490	£105,042
5	5	On transfer to new contract		£83,972	£85,232
6		1 year after transfer	*	*£85,170	£86,448
7		2 years after transfer	5	£86,369	£87,665
8		6 years after transfer	6	£92,078	£93,459
9		11 years after transfer	7	£97,787	£99,254
10		16 years after transfer	8	£103,490	£105,042
4	4	On transfer to new contract		£78,566	£79,744
		1 year after transfer	3	£81,569	£82,793
5		2 years after transfer	4	£83,972	£85,232
7		3 years after transfer	5	£86,369	£87,665
8		6 years after transfer	6	£92,078	£93,459
9		11 years after transfer	7	£97,787	£99,254
10		16 years after transfer	8	£103,490	£105,042
3	3	On transfer to new contract		£77,961	£79,130
		1 year after transfer	*	*£80,364	£81,569
5		2 years after transfer	4	£83,972	£85,232
7		3 years after transfer	5	£86,369	£87,665
8		7 years after transfer	6	£92,078	£93,459

9		12 years after transfer	7	£97,787	£99,254
10		17 years after transfer	8	£103,490	£105,042
2	2	On transfer to new contract		£77,360	£78,520
		1 year after transfer	2	£79,165	£80,352
5		2 years after transfer	4	£83,972	£85,232
7		3 years after transfer	5	£86,369	£87,665
8		8 years after transfer	6	£92,078	£93,459
9		13 years after transfer	7	£97,787	£99,254
10		18 years after transfer	8	£103,490	£105,042
1	1	On transfer to new contract		£76,761	£77,912
3		1 year after transfer	*	£77,961	£79,130
		2 years after transfer	3	£81,569	£82,793
5		3 years after transfer	4	£83,972	£85,232
7		4 years after transfer	5	£86,369	£87,665
8		9 years after transfer	6	£92,078	£93,459
9		14 years after transfer	7	£97,787	£99,254
10		19 years after transfer	8	£103,490	£105,042

**BASIC SALARY AND PAYMENT FOR ADDITIONAL  
PROGRAMMED ACTIVITIES FOR CLINICAL ACADEMICS APPOINTED ON  
OR AFTER 1 FEBRUARY 2004**

1. This Schedule applies to all clinical academics on or after 1 February 2004. For these purposes, the date of appointment will be regarded as the date on which the post was offered.<sup>2</sup>

#### **Pay Uplift**

2. All the rates of pay set out in the Schedule are at 2005/06 and 2006/07 rates. The rates will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee which translates the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants, except as provided for in paragraph 3. The rates will be uplifted from 1 April or on such other dates/at such other intervals as may be varied from time to time.
3. The rates increased by 3.225% from April 2005 and will increase by a further 1% from April 2006 with a further 1.2% from November 2006 subject to this value remaining with a 1.5% of RPI(x). Should RPI(x) fall outside these values the Department of Health and BMA will either agree on the uplift or refer it to the Review Body on Doctors' and Dentists' Remuneration (DDRB). Any uplift will be translated to clinical academic salaries by the Clinical Academic Staff Salaries Committee.

#### **Basic Pay and Pay Thresholds**

4. 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 Table 1.

**Table 1 – Pay Thresholds**

Threshold	Period before	Basic salary (full-time)		
		<b>01.04.16</b>	<b>01.04.17</b>	<b>01.10.18</b>
1	N/A (normal starting salary)	£76,001	£76,761	£77,913
2	One year	£78,381	£79,165	£80,352
3	One year	£80,761	£81,568	£82,792
4	One year	£83,141	£83,972	£85,232
5	One year	£85,514	£86,369	£87,665
6	Five years	£91,166	£92,078	£93,459
7	Five years	£96,819	£97,787	£99,254
8	Five years	£102,465	£103,490	£105,042

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

**Table 2 – Additional Programmed Activity**

Level of Seniority (years)	Annual Payment for one Additional Programmed Activity		
	01.04.16	01.04.17	01.10.18
1	£7,600	£7,676	£7,791
2	£7,659	£7,736	£8,035
3	£7,718	£7,796	£8,279
4	£7,778	£7,856	£8,523
5	£8,314	£8,397	£8,767
6	£8,432	£8,517	£9,346
7-29	£8,551	£8,636	£9,925
30+	£9,116	£9,207	£10,504

5. Basic salary on commencement will be set at a higher threshold to reflect any relevant experience or time spent in training, in accordance with paragraphs 5 to 7 of Annex A.
6. Clinical academics will become eligible for additional pay thresholds at the intervals set out in Table 1.
7. The value of pay thresholds for part-time clinical academics will be pro-rata to the levels in Table 1, 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.

**ADDITIONAL PROGRAMMED ACTIVITIES AND SPARE PROFESSIONAL CAPACITY**

1. Where a clinical academic intends to undertake private practice other than such work specified in their integrated Job Plan (including work specified in the honorary contract), whether for the NHS, for the independent sector, or for another party, the following provisions in this Appendix will apply.
2. Where a clinical academic intends to undertake such work:
  - the clinical academic must first consult with their responsible managers / Head of Division/Department/School;
  - the College may, but are not obliged to, offer the clinical academic the opportunity to carry out up to one additional Programmed Activity per week on top of the standard commitment set out in the integrated Job Plan;
  - both the College and the honorary employer(s) may each offer additional Programmed Activities, but the clinical academic will not be expected to undertake, on average, any more than one additional Programmed Activity per week to meet the relevant criterion for pay thresholds. The integrated job planning process should be used to agree for which employing organisation any additional Programmed Activities should be undertaken;
  - additional Programmed Activities may be offered on a fixed basis, but where possible employing organisations will offer them on a mutually agreed annualised basis, as part of the integrated job planning process. Where clinical academics prospectively agree to additional Programmed Activities these will be remunerated;
  - the College and the appropriate Trust will normally put any such offer to the clinical academic at the annual Job Plan review. Unless they and the clinical academic agree otherwise, any such offer will be made no fewer than three months in advance of the start of the proposed additional Programmed Activities, or six months in advance where the work would mean the clinical academic has to re-schedule external commitments;
  - there will be a minimum notice period of three months for termination of these additional activities. If a clinical academic ceases to undertake Private Professional Services, he/she may relinquish the additional Programmed Activity subject to a similar notice period;
  - the College will give all clinical academics an equal opportunity to express an interest in undertaking additional activities for which they are qualified. Any offer or acceptance should be made in writing;
  - full-time clinical academics who are currently working the equivalent of 11 or more Programmed Activities and agree as part of the integrated job planning process, with the College and their honorary employer(s), that the same level of activity should form part of their integrated Job Plan under the new contract will not be expected to offer any additional work on top of this;
  - **part-time clinical academics who wish to use some of their non-contracted time to do private practice will not be expected to offer any**

**more than one extra Programmed Activity on top of their normal working week.**

3. If a clinical academic declines the opportunity to take up any 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 set out in this Appendix are without prejudice to the possibility that the clinical academic and the College may wish to agree additional extra Programmed Activities above the levels provided for in paragraph 2.



## CRITERIA FOR PAY THRESHOLDS

1. Following the integrated Job Plan review the College manager and the clinical manager (for the purposes of the honorary contract) will submit a report jointly recommending a decision about the pay progression to the Vice Dean of the Faculty of Medicine or his nominee. This will be copied to the clinical academic and the Chief Executive of the NHS organisation(s) where the clinical academic holds an honorary contract(s).

**or**

Following the annual integrated Job Plan review, the managers who have conducted the review will report the agreed outcome to the Dean of the Faculty of Medicine (or his 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 on 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 College'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 Appendix C;
  - met any standards of conduct, required by either employer, governing the relationship between private practice and contractual commitments.
2. The Vice Dean of the Faculty of Medicine (or his nominee), informed by the joint job planning recommendation, will decide each year whether the clinical academic has met the criteria.
  3. Where one or more of the criteria are not achieved in any year, the Vice Dean of the Faculty of Medicine (or his nominee) will have the discretion to decide where appropriate, for instance because of ill health, that the clinical academic should nonetheless be regarded as having met the criteria for that year.
  4. Clinical academics should not be penalised if objectives have not been met for reasons beyond their control. Imperial College, the NHS Trust(s) and the clinical academic will be expected to identify problems affecting the likelihood of meeting objectives as they emerge, rather than wait until the annual integrated Job Plan review.
  5. A clinical academic has the right of appeal against a decision by the College

that they have not met the criteria in respect of any given year. In the event of an appeal, it will be the responsibility of the College (if necessary, drawing on the views of the honorary employer) to show why this decision was taken. The agreed appeal process will apply.

6. When the clinical academic becomes eligible for a pay threshold by virtue of fulfilling the required number of years' service set out in Appendix B, they will receive that pay threshold provided that the College and their honorary employer(s) decide that they have met the necessary criteria in each year since the award of the previous threshold or, in the case of the clinical academic's first pay threshold, since the commencement of this contract.
7. Where it is decided in any one year that the clinical academic has not met the necessary criteria, the award of the appropriate pay threshold will be deferred for one year beyond the date on which the clinical academic would otherwise have received the threshold. Provided Imperial College and the honorary employer(s) decide that the clinical academic has met the criteria in the intervening year, the date on which the salary will increase to take account of the threshold will be in accordance with the provisions set out in the Terms and Conditions.

## MEDIATION AND APPEALS FRAMEWORK

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

### National Framework

1. Where it has not been possible to agree an integrated Job Plan, or a clinical academic disputes a decision that they have 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

2. In the case of a disputed Job Plan, the clinical academic, their academic manager or the clinical manager, may refer the matter to the Vice Dean of the Faculty of Medicine (or his nominee) who will consult with the appropriate NHS Medical Director. If the Vice Dean of the Faculty of Medicine (or his 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.
3. 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 their position or view on the matter;
  - **where the referral is made by the clinical academic, the academic manager and the clinical manager responsible for the integrated Job Plan review, or for the recommendation that the criteria for a pay threshold has not been met, will set out their agreed positions or views on the matter;**
  - where the referral is made by either the academic manager or the clinical manager, the clinical academic will be invited to set out his or her position or view on the matter;
  - A Vice Dean of the Faculty of Medicine (or his nominee), working with the Medical Director, or appropriate other person will convene a meeting, normally within four weeks of receipt of the referral, with the clinical academic and the responsible managers to discuss the disagreement and to hear their views;
  - if agreement is not reached at this meeting, the Vice Dean of the Faculty of Medicine (or his nominee), in consultation with the appropriate Medical Director will decide the matter (in the case of a decision on the integrated Job Plan) or make a recommendation (in the case of a decision on whether the criteria for a pay threshold have been met) to the Dean of the Faculty of

Medicine copied to the NHS Chief Executive<sup>3</sup>, and inform the clinical academic and the responsible managers of that decision or recommendation in writing;

- in the case of a decision on whether the criteria for a pay threshold have been met, the Vice Dean of the Faculty of Medicine will inform the clinical academic, the Dean (or his nominee) the Medical Director and the responsible managers of the decision in writing;
- if the clinical academic is not satisfied with the outcome, they may lodge a formal appeal under this procedure.

#### Formal appeal

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

---

<sup>3</sup> The Chief Executive of the NHS Trust or PCT holding the clinical academic's honorary contract.

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

## PREMIUM TIME

The provisions of **Appendix F** will apply to recognise the unsocial nature of work contracted in Premium Time and the flexibility of clinical academics working at these times. All requests for Premium Time will normally be agreed in advance.

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

### Scheduled Work

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

### Unpredictable Emergency Work Arising From On-Call Duties

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

### Work In Premium Time Exceeding Three Programmed Activities Per Week

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

## DEFINITIONS

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

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

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

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

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

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

**Honorary Employer(s) (or honorary employing organisation):** the NHS organisation(s) issuing the honorary contract.

**Substantive Employer:** the employer issuing the clinical academic's substantive contract of employment. This will normally be Imperial College.

**Staff undertaking any clinical activity are required to hold an appropriate honorary contract with a relevant NHS Trust or Trusts, and are not permitted to carry out any work involving direct contact with patients unless they have a current honorary contract.**

During the appointment, staff are required to be registered with the General Medical Council.

Staff are normally covered by NHS Hospital and Community Health service indemnity against claims of medical negligence. In certain circumstances, however particularly for those services for which staff may receive a separate fee, the indemnity may not provide appropriate cover and staff are advised to maintain membership of their medical defence organisation. This cost is the responsibility of staff and not the College.

The College policy on undertaking personal consultancy work, including private clinical practice for personal gain, is applicable to all clinical academic and research staff.



Please visit the following website links for information regarding these policies:

## **DATA PROTECTION POLICY STATEMENT**

<http://www.imperial.ac.uk/admin-services/legal-services-office/data-protection/our-policy/>

## **EQUALITY OBJECTIVES**

<http://www.imperial.ac.uk/equality/equality-at-imperial/>

## **INFORMATION SYSTEMS SECURITY POLICY STATEMENT**

<http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters/policies/information-security-/policy/>

## **INTELLECTUAL PROPERTY RIGHTS**

<http://www.imperial.ac.uk/research-and-innovation/research-office/ip/ip-policy-college-login/>

## **REGISTER OF INTERESTS & ANNUAL DECLARATION POLICY**

<http://www.imperial.ac.uk/human-resources/procedures/external-interests/>

## **FINANCIAL MATTERS**

<http://www.imperial.ac.uk/admin-services/secretariat/college-governance/charters-statutes-ordinances-and-regulations/ordinances/finance/>