GUIDANCE ASSOCIATED WITH SECTION 13: CLINICAL ACADEMIC CONSULTANTS

Audit and Postgraduate Education

1. 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 clinical academic consultant’s honorary contract.

The Job of the Clinical Academic Consultant

2. The special nature of the clinical academic consultant’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 clinical academic consultant to give equal priority to University and NHS activity - distinguishes the clinical academic consultant from the NHS consultant.

3. The academic and clinical workloads, although subject to assessments as set out in paragraph 13.1.3 of the terms and conditions, will be brought together as the integrated workload and incorporated within an integrated job plan (see section 13.2 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). Further, it recommends (paragraph 42) that “the two contracts should be consistent and cross referring, and should be given equal weight”.

4. It is important that, in applying these terms and conditions to clinical academic consultants, the current academic commitment provided by the clinical academic consultant 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 terms and conditions) or additional capacity (paragraph 13.6.1) in relation to private practice, relevant to it.

5. It is recognised that, with few exceptions, the commitment of clinical academic consultants 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 13.1.10 – 13.1.13 of the terms and conditions. A clinical academic consultant 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 13.1.10 and 13.1.13). There will be no detriment to pay progression in such circumstances.

6. In relation to the offer of an extra academic programmed activity outlined in paragraph 13.1.10, this may be withheld only in circumstances where there is clear evidence that the activity and commitment of a clinical academic consultant 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 recent 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 13.4.1 to 13.4.13. In the case of a consultant 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.

7. 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 clinical academic consultants and there is an expectation that the aggregated outcome of locally agreed integrated job plans across a medical/dental school/NHS Board system will be consistent with its findings.

8. Examples of consultant-led clinical teaching activities included as part of NHS direct clinical care activities include, but are not limited to:

- A dental teaching clinic where patients are treated under the direct supervision of the clinical academic consultant as part of the patient’s ongoing clinical care.
- A medical outpatient clinic where patients are treated as part of their ongoing clinical care, with students in attendance.

Such activities would not include those organised primarily for medical (as opposed to dental) teaching where patients attend with the purpose of facilitating that teaching, whether or not, as a result, they receive clinical care.

The Balance between Academic and Clinical Service Activities

9. For full-time consultants 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 13.1.12). These norms can only be varied with the agreement of all interested parties. Other than in the case of a clinical academic consultant 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 to 12 programmed activities.

10. The job plan of a clinical academic consultant 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.

11. Where the NHS Employer, University Employer and clinical academic consultant agree that the clinical workload of that consultant is equal to 6 or 7 weekly programmed activities, the consultant 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.

12. Where, exceptionally, a clinical academic consultant 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.

13. Where a clinical academic consultant 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 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.

14. 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/dental school) and implemented via individual job plans for clinical academic consultants under their honorary NHS contracts.

15. Examples of substantive university managerial and administrative roles (see paragraph 13.1.11), 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

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

1. The norm for a clinical academic consultant with a full-time contract and no extra clinical service programmed activities (see paragraphs 13.1.8-13.1.10 of the terms and conditions)
2. As for (1) with one extra clinical service weekly programmed activity (see paragraph 13.1.12 of the terms and conditions)
3. As for (1) with two extra clinical service weekly programmed activities (see paragraph 13.1.13 of the terms and conditions)
4. Clinical academic consultant with a substantive university managerial role (see paragraph 13.1.11 of the terms and conditions)
5. Clinical academic consultant contracted for the equivalent of 10 weekly programmed activities or less (see guidance above)

Exceptionally, a clinical academic consultant 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**

16. All elements of a clinical academic consultant’s salary will be paid through the University Employer (or other substantive employer), irrespective of the primary source (or sources) of funding. Premium rates will apply only to that portion of pay linked to clinical service work undertaken outwith the hours of 8am-8pm Monday-Friday or on public holidays. Remuneration for academic activities undertaken on behalf of the University Employer during the time when Premium rates would apply, as defined in Section 4 of the terms and conditions, is to be incorporated within pay (at plain time rates) linked to additional academic activities as set out in paragraphs 13.1.10 and 13.1.11 of the terms and conditions.

17. Clinical academic consultant pay will be uplifted annually on 1 April in line with uplifts agreed for NHS-employed consultants.

**Joint Appointing Procedures**

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

**Starting Salary**

19. In determining the starting salary of a clinical academic consultant, the University Employer will, in addition to considering the factors relating to the honorary NHS element of the post, as set out in Sections 5.1 and 5.4 of the 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**

20. As recommended by the Follett Review (paragraph 63), the University Employer and the relevant NHS body should jointly prepare a formal agreement on the procedures for the management of poor performance and for disciplinary action to be followed for clinical academic consultants. 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 body is to take the lead; ensure suitable cross membership of disciplinary bodies; be expeditious.

21. 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 13.2.1 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.

22. 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.