

- For staff appointed at Senior Academic General Practitioner level, your basic salary includes any additional 'seniority' credited to take into account relevant experience gained outside Higher Education (*note: normally, but not exclusively, senior lecturer, reader or professorial level experience*) and any relevant academic qualifications. The University has set your starting salary in consultation with your honorary employer(s).

4 The salary on which you are first appointed, and the threshold period applicable to the advancement of your salary are stated in your letter of appointment. Details regarding the value of

Process for Award of Pay Thresholds

13 When you become eligible for a pay threshold by virtue of fulfilling the required number of years service, as detailed in your offer of appointment, you will receive that pay threshold provided that the University and your honorary employer(s) decide that you have met the necessary criteria for progression, 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. Details of Pay Threshold Criteria are set out in Annex D of the appendices to this document.

14 Where it is decided in any one year that you have not met the 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 honorary employer(s) decide you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of paragraph 5 of this Statement of Main Terms and Conditions of Employment for Clinical Academic staff.

15 You will be notified in writing of changes to your basic salary resulting from a change in the grading of your post.

16 Any other payments will be at the University's discretion and will be notified to you in writing.

17 Overtime payments are not made, except to part-time staff where the extra hours have been worked with the prior agreement of the Dean or Head of Division or Department as appropriate in which case these will be remunerated at the basic hourly rate.

18 In the case of staff paid from grants or other external funds, the payment of salary awards is conditional upon the grant-giving body providing funds to pay the increase.

19 Your salary will be paid to you in arrears on the last working day of each month (except in December when special publicised arrangements are made) by bank credit. An itemised pay statement of earnings and deductions will be sent to you at your place of work.

Pay Supplements

30 The make up of your duties will be determined in consultation with you by the Dean of the Brighton and Sussex Medical School, your Head of Division or Department and the appropriate senior management representative from NHS organisation at which you hold your honorary appointment, and will be reviewed annually through the University's Clinical Academic staff appraisal system. You are expected to work flexibly and efficiently and to maintain the highest professional standards in discharging your duties and responsibilities and in promoting and implementing the corporate policies of both the University of Brighton and the University of Sussex and of the Brighton and Sussex Medical School.

31 Research involving human subjects, whether patients or healthy volunteers, or human tissue, must only be undertaken in accordance with the rules and procedures of the appropriate University and/or NHS Research Ethics Committee(s).

For Clinical Academic staff whose academic duties are primarily teaching focused, paragraphs 32 - 33 will apply

36 In addition, you are required to undertake duties under any honorary contract issued by an NHS organisation as detailed in your letter of appointment.

37 Within the limitations of its available resources, and having regard to the funds provided by any grant under which a member of Clinical Academic staff is employed, the University will seek to provide adequate facilities, support staff and materials for the proper performance of the duties assigned to the member.

Job Planning

38 The duties of your appointment will be set out in a single document entitled - Integrated Job Plan. The Integrated Job Plan will cover all of the clinical academic professional duties for both your substantive appointment and your honorary NHS contract(s). Your Integrated Job Plan must be reviewed at least annually, and any party may propose amendment at any time following a tri-partite consultation between yourself, your University Manager, and the Clinical Manager of the NHS organisation at which you hold your honorary contract(s). The start date of your appointment with this University will be the annual anniversary date for the review of your Integrated Job Plan.

39 You will not be required to carry out work that has not been agreed in the Integrated Job Plan except where dealing with unexpected emergency work (for example when either on-call/ undertaking out of hours duties) or supporting the work of the Brighton and Sussex Medical School or its partner Universities.

40 In the case of a disputed Integrated Job Plan, the University manager or the NHS manager,

45 Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the NHS, for the independent sector or for another party, the provisions of 'Additional Programmed Activities and Spare Professional Capacity' will be applicable, and are set out in Annex C of the appendices to this document.

Honorary NHS Contract

46 If you are required to undertake clinical sessions on behalf of an NHS organisation, this will be specified in your letter of appointment. Full details will be contained in the honorary contract and your Integrated Job Plan. The purpose of this arrangement is to allow you to continue working in either clinical practice at Consultant level or as a General Practitioner, and to provide access to patients for teaching and research purposes. You should not undertake clinical duties until the NHS honorary contract has been issued. Neither should you undertake clinical duties with any NHS organisation where you do not hold an honorary contract to cover such duties.

47 Honorary status will normally indemnify you against claims of medical negligence in respect of work undertaken within the remit of the Trust where you hold an honorary contract.

48 The continuation of your University contract is normally dependent upon the continuation of the honorary NHS contract. If the latter comes to an end, following due application of procedures within the NHS for dealing with misconduct, or for any other reason, your University contract will automatically be called into question.

49 The duties of your honorary appointment (clinical or otherwise) form part of the duties owed to

55 In respect of any activities approved, a member of Clinical Academic staff must satisfy the Vice-Chancellor of the University (or some other officer authorised by him or her for the purpose) that s/he has given notice to the outside body or bodies concerned that the University will not accept responsibility for advice given or liability of any kind in connection with such work.

56 In respect of any professional or outside activity for which a member of Clinical Academic staff anticipates a need for a significant resulting demand on the Brighton and Sussex Medical School, University of Sussex or University of Brighton resources such as equipment, material or supporting staff, the arrangements (including, if appropriate, agreement for payment of the estimated costs of the resources to be used) for such use must be the subject of prior approval by the Vice-Chancellor of the University (or some other officer authorised by him or her for the purpose).

Private Clinical Work

57 You may engage in private practice, as specified in your letter of employment, provided this does not in the opinion of the Dean of the Brighton and Sussex Medical School, the Medical Director (or equivalent) of any NHS organisation where you hold an honorary contract, or their representatives, adversely impact on the performance of your duties under this contract of employment including your commitments in accordance with any honorary appointment you may hold. It is your responsibility to ensure that you have adequate defence cover for any work that you may undertake which does not fall within the scope of the NHS indemnity scheme.

Place of Work

58 You may be required to work at any site on which the Brighton and Sussex Medical School operates or at any other reasonable location where the Brighton and Sussex Medical School is undertaking its business. Identical provisions relate to any NHS organisation where you hold an honorary contract.

59 You may, as part of your duties, be required to travel within the United Kingdom or outside it. You will not, however, normally be required to work outside the United Kingdom for more than one

closure days and the statutory public holidays applicable in England if these fall during your normal period of attendance.

condition is waived or the period is reduced in the letter of appointment. Temporary employment with the University in an academic capacity contributes in full towards the probationary period. The University, together with any NHS organisation where you hold an honorary contract, will help you during the probationary period to fulfil the requirements for confirmation of your appointment.

72 Early in the third or fifth year of the probationary period, or eight months before the termination date if you are appointed on probation for less than three or five years, consideration will be given to

80 Information and data collected in the course of duty and reports and papers compiled and written, and all the rights thereto, remain the property of the University. Procedures and terms relating to decisions to publish, to the acknowledgement of credit in publications, and to the destiny of data collected during the member of staff's participation in a research programme, shall be as published by the University from time to time.

Confidentiality

81 You must not, except as authorised, or required by your duties, or by an order of court:

- disclose to any third party any confidential information or enable any third party to acquire any confidential information;
or
- use or attempt to use any confidential information for your own purposes;
or
- obtain or attempt to obtain any financial advantage (direct or indirect) from the disclosure of confidential information.

This does not affect protected disclosure under the Public Interest Disclosure Act 1998.

82 Confidential information is defined as all and any data, specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, samples, information, formulae, techniques, processes, trade secrets, and know-how which are disclosed to you by any person (or comes to your knowledge) in confidential circumstances and includes patient information. In

at which you hold an honorary contract and consult with NHS managers in determining what action should be taken.

Performance Management Procedures applicable to your honorary contract(s) are available from the Human Resources Department of the NHS organisation(s) at which you hold your contract(s).

Grievance Procedure

101 If you wish to raise an individual grievance relating to your academic duties, you should do so in accordance with Regulations adopted under Statute VII from time to time. The University may give access to any investigations and decisions made in respect of this contract to any NHS organisation at which you hold an honorary contract and consult with NHS managers in determining what action should be taken.

Grievance Procedures applicable to your honorary contract(s) are available from the Human Resources Department of the NHS organisation(s) at which you hold your contract(s).

Travel on Brighton and Sussex Medical School Business

102 The University will, in accordance with scales approved from time to time, reimburse expenditure on travel and subsistence necessarily incurred in the course of your duties approved (specifically or generally) in advance by the budgetary officer concerned. If you use your own vehicle,

Data Protection

109 You are required to abide by the University's Code of Practice on Data Protection, a copy of which is available from the University's Governance Office, and to agree to the University's processing your personal data as highlighted in the code and in your letter of appointment.

110 From time to time and in order to check unauthorised use, your use of resources including e-mail transactions and telephone calls may be monitored without notice. To help ensure the security of staff, students and property, discreet CCTV is occasionally used.

Processing of personal information under the Data Protection Act

111 The Brighton and Sussex Medical School is a join