

CONDITIONS OF EMPLOYMENT GOVERNING CLINICAL STAFF

The conditions of employment governing [Academic Teaching Staff](#) and [Research and Analogous Staff](#) as appropriate apply to clinical staff in those categories subject to the following:-

1. Clinical teaching and research staff are required to undertake clinical duties in accordance with an honorary appointment contract issued to them by a National Health Service Trust or Authority on the recommendation of the University. Their appointment as a member of the University's clinical academic staff is dependent upon their having and retaining such an honorary appointment. The disciplinary procedure in respect of honorary contracts appears below.
2. Members of the clinical teaching and research staff must retire at the end of the academic year in which they reach the normal National Health Service retirement age of 65 years.
3. Clinical teaching and research staff must be registered with the General Medical Council or General Dental Council as appropriate.
4. Clinical teaching and research staff in the Medical and Dental Schools by virtue of their holding honorary NHS contracts are covered by the NHS indemnity scheme in the event of claims against them for negligence arising from work involving the treatment of NHS patients, including clinical research work where NHS patients are studied, providing Ethical Committee approval has been obtained.
5. Non NHS work, including experimentation, research, trials and consultancy involving human subjects or volunteers, carried out on behalf of the University (except in so far as indemnity is provided by any external organisation which may be funding the work) is covered by the University's insurance policies, subject to the principal investigator having obtained the prior written approval of:-
 - a) the Head of Division on behalf of the Dean;
 - and b) the appropriate Ethical Committee; and
 - c) in the case of pharmaceutical and/or clinical research trials, the University's insurers via the Director of Finance.
6. Work carried out outside the auspices of the NHS and the University, including private practice and consultancy for personal gain, is not covered under the contract of employment between the University and the member of staff concerned. Clinical teaching and research staff are therefore strongly advised to take out personal insurance cover for such purposes.

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Disciplinary Procedure for Honorary Staff

The following general principles and procedure are the result of agreement between the University and such NHS Trusts and Provider Units (hereafter called "the Trust") in which University clinical academic staff may hold honorary NHS contracts or from which NHS staff may be appointed to honorary academic contracts in the University in respect of honorary academic staff and honorary consultants.

General Principles

1. A member of the clinical teaching or research staff of the University holding an honorary consultant contract with a Trust is subject to that Trust's disciplinary procedures for honorary consultants.
2. While the University's disciplinary procedure is being applied, individual employees affected may not have access to the Trust's formal grievance procedure and *mutatis mutandis*.

3. Rights of appeal will be confined solely to the procedure which is being implemented and individual employees may not appeal across procedures to the other party (the University or the Trust as appropriate).

Procedure

- i) Where a complaint is made under the relevant disciplinary procedure regarding an honorary academic or honorary consultant, the nature of the complaint should be notified to the other party (the Trust concerned or the University respectively) as quickly as possible.
- ii) The Personnel Directors of the University and the Trust concerned will consult to discuss the required stages of investigation of the complaint and the application of the relevant procedure and will take advice as appropriate, for example from the Registrar and Secretary and the Chief Executive of the Trust concerned.
- iii) At this stage it will be necessary to determine whether the nature of the complaint rests on the academic or clinical component of the contract of employment.
- iv) In relation to the academic component of the contract, it will be a matter for the University to determine whether it is appropriate for the institution of good cause procedures or any other relevant stage of the University's disciplinary procedure.
- v) In relation to the clinical component of the contract, it will be a matter for the Trust concerned to determine whether it is an issue of personal conduct or professional conduct or professional competence. For issues of personal conduct, the Trust will apply its own disciplinary procedure. For issues of professional conduct or professional competence, the procedure will be that laid down in the Department of Health's circular HC(90)9.
- vi) Following the application of the relevant procedures, the party which issued the honorary contract (the University or the Trust concerned) may make one of the following decisions:
 - (a) That no action is necessary.
 - (b) To institute counselling.
 - (c) To issue a formal oral or written warning that any further substantiated complaints may lead to the withdrawal of the honorary contract.
 - (d) Withdrawal of the honorary contract.
- vii) In respect of (c) and (d) in the preceding paragraph, the party which issued the honorary contract shall make available an appropriate appeal procedure.
- viii) The party which issued the substantive contract of employment will be notified of the decision under paragraph vi and of the outcome of any appeal under paragraph vii and copies of the relevant documentation and correspondence will be sent for placing on the employee's personal file. Only at this stage, will the party which issued the substantive contract of employment determine whether the matter is so significant for the substantive contract that it wishes to institute disciplinary proceedings under the disciplinary procedure incorporated in the substantive contract of employment.

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