

**CONDITIONS OF EMPLOYMENT GOVERNING CLINICAL ACADEMIC TEACHING AND  
RESEARCH STAFF HOLDING HONORARY CONSULTANT MEDICAL OR DENTAL CONTRACTS  
IN NATIONAL HEALTH SERVICE ORGANISATIONS**

Note: a glossary of terms used in these conditions of employment is available at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-glossary.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-glossary.pdf) or from the Office of the Director of Human Resources.

**Structure of the University**

- C1. The government of the University is based on a structure of Budget Centres in addition to the central governing bodies, of which the Council is supreme.
- C2. The academic Budget Centres are usually known as Schools, some of which may have a sub-structure of Departments, Divisions, Centres, Institutes or Units. A Head of each School is appointed by the University. The Head of School is responsible to the Vice Chancellor, either directly or via a Dean, who is responsible for a cognate group of Schools.

**Interpretation**

- C3. In these conditions the term 'School' is used throughout to denote all organisations at the Budget Centre level; the term 'Division' includes other academic units equivalent thereto; and the term 'Letter of Appointment' refers to the formal offer of employment to an individual.

**University Legislation**

- C4. All appointments and conditions of employment are subject to the Ordinances and Regulations of the University and these in turn are made under powers contained in the University's Constitution laid down in the Charter and Statutes, which Charter, Statutes, Ordinances and Regulations may be amended from time to time. The current version is available at [www.birmingham.ac.uk/university/governance/legislation.aspx](http://www.birmingham.ac.uk/university/governance/legislation.aspx) or from the Office of the Director of Human Resources.

**General**

- C5. Clinical academic staff must be registered with the General Medical Council (GMC) or the General Dental Council (GDC) as appropriate, and must abide by the professional standards laid down by the GMC or the GDC as appropriate.
- C6. The appointment of a member of the clinical academic staff is subject to medical clearance by the University's Occupational Health Service; and to a satisfactory enhanced disclosure report by the Criminal Records Bureau. These checks may be repeated periodically during the employment of members of the clinical academic staff.
- C7. Clinical academic staff will normally work at such sites of the University and in such NHS Trusts as they may hold an honorary NHS Consultant contract. In the course of their duties they may make visits throughout the UK and overseas.

- C8. Appointments are full-time and open-ended up to retirement age (subject to paragraphs C53 and C54 below) unless otherwise stated in the letter of appointment.
- C9. Where an appointment is for a fixed period, the duration of the appointment normally reflects the limited extent of funding available to support the appointment, usually either from external sources or from general funds available only for a limited period. Such appointments may subsequently be extended by mutual agreement but there can be no guarantee of this and the contractual period of employment is for the current fixed term only.
- C10. All members of staff are required to live within a reasonable distance or travelling time from the University. Members of the clinical academic staff holding an honorary consultant contract with an NHS Trust (or Authority) must also comply with the residence requirements of the honorary consultant contract.
- C11. The University recognises the Association of University Teachers (AUT) as the appropriate trade union to negotiate or consult on behalf of members of staff and has entered into a procedure agreement with Birmingham Association of University Teachers (BAUT) for these purposes. It is recognised that these conditions of employment will need to be amended from time to time and that they are subject to government legislation. Amendments to these conditions of employment including the supplementary documents referred to herein and the conditions of employment aspects of policy documents will be subject to negotiation and agreement (as appropriate) with the BAUT in accordance with the Procedure Agreement. Agreed amendments will be notified to members of staff at least four weeks before they are implemented. References to 'from time to time' in these conditions of employment and their appendices and annexes will mean in accordance with this clause.

## **Duties**

- C12. All clinical academic staff holding honorary consultant contracts shall be responsible to the University for contributing to the advancement and diffusion of knowledge through teaching and examining and through advanced study and original research. They are required to give such lectures and tutorial instruction and conduct such practical courses as the Head of School may from time to time determine. They are required to assist in the organisation and administration of the School subject to the direction of the Head of School during both terms and vacations as the circumstances may require. It is also their duty to assist in the organisation and administration of the University consulting the Head of School in respect of major activities outside the School. In the case of a School with more than one Division, the responsibilities of the Head of School in respect of staff are exercised in consultation with the Head of the Division in which the individual member of staff is employed. In the case of a School without Divisions, the responsibility of the Head of School in respect of staff may be exercised in consultation with another designated senior member of staff nominated by the Head of School which does not preclude the member of staff from direct access to the Head of School.

- C13. Clinical academic staff are also required to undertake clinical duties in accordance with an honorary appointment contract issued to them by a National Health Service Trust or Authority (hereinafter referred to as 'the Trust') on the recommendation of the University. Their contract of employment as a member of the University's clinical academic staff is dependent upon their having and retaining such an honorary contract and complying with the terms and conditions thereof. It is the responsibility of an individual member of the clinical academic staff to advise the University immediately if his/her honorary contract is terminated or withdrawn or if s/he is at any time subject to disciplinary action under the honorary contract. Acceptance of these conditions will provide the member of staff's consent to the University to share personal data (including sensitive personal data as defined in the Data Protection Act 1998) where necessary and appropriate with the Trust for the purpose of managing the contract of employment in accordance with the principle of joint working to integrate separate responsibilities. The University will make all reasonable efforts to ensure that individuals are informed of all shared personal data, other than those relating to minor administrative arrangements, in accordance with the Data Protection Act.

### **Job Planning**

- C14. Clinical academic staff holding honorary consultant contracts will agree their duties in an annual integrated job planning process conducted jointly with the University and the Trust. (In the event that they may hold honorary consultant contracts in more than one NHS Trust or Authority, one of them will be identified as the 'lead' Trust, and the lead Trust will take part in the job planning process.) The integrated job planning process will determine the balance of an individual's duties from one year to the next, which duties are therefore subject to change from time to time. The agreed duties will be set out in a single integrated Job Plan. In the event of a dispute arising from the job planning process, a member of the clinical academic staff has the right of appeal as set out in the current version of the document entitled "Mediation and Appeals Framework for Job Planning and Pay Progression" which may be amended from time to time. The current version is available from the Office of the Director of Human Resources or at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-mediation.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-mediation.pdf).
- C15. A full time clinical academic post with an honorary consultant contract is equivalent to 10 Programmed Activities a week, each nominally equivalent to four hours in standard time. The duties to be carried out as Programmed Activities include teaching, research, University administration and management, direct clinical care (including emergency work), supporting professional activities (including training and continuing professional development, management and governance activities), and may include additional NHS responsibilities (including being a Medical Director or lead clinician), and external duties agreed as part of the integrated job plan. A member of clinical academic staff may contract with the University or the Trust to carry out one or more Additional Programmed Activities under the current arrangements (entitled "Additional Programmed Activities") which may be amended from time to time. The current version is available from the Office of the Director of Human Resources or set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-apa.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-apa.pdf).

### **Promotion**

- C16. Personal applications will be invited annually for promotion to Senior Lecturer/Senior Research Fellow and for the conferment of title of Reader, Associate Professor and Professor.

## Appraisal and Staff Development Review

C17. Clinical academic staff holding honorary consultant contracts are required to participate in an annual appraisal process conducted jointly by the University and the Trust. This process may contribute to periodic re-accreditation with the GMC or GDC, as appropriate. The University also operates a scheme of Staff Development Review, normally carried out in conjunction with the joint appraisal process.

## Research Governance

C18. Members of clinical academic staff are required to comply with the University's current arrangements for research governance, as amended from time to time. The current arrangements are as set out at [www.birmingham.ac.uk/Documents/university/legal/research.pdf](http://www.birmingham.ac.uk/Documents/university/legal/research.pdf) or available from the Office of the Director of Human Resources.

## Indemnity

C19. Clinical academic 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 and clinical research studies involving NHS patients. This indemnity applies even though the activity may be part of a research study being conducted and/or sponsored by the University. However written approval prior to commencement must be obtained by the principal investigator for any research study from the appropriate:

- i) Local Research Ethics Committee (and, where appropriate, a Multi-centre Research Ethics Committee) and
- ii) NHS Trust hosting the study.

In the case of clinical trials, approval must also be obtained by the principal investigator from the Medicines and Healthcare Products Regulatory Agency, where appropriate.

C20. Research trials not involving NHS patients but still using human subjects or volunteers carried out on behalf of the University are covered by the University's insurance policies, subject to the principal investigator having obtained the prior written approval of:

- i) the Head of School (or Head of Division on behalf of the Head of School); and
- ii) the appropriate Local Research Ethics Committee; and
- iii) in the case of pharmaceutical and/or clinical research trials, the University's insurers via the Director of Finance.

Coverage by the University's insurance will not apply where an indemnity is provided by any external organisation which may be the Sponsor and/or funding the work.

All cases where the University is required to act as Sponsor, and the acceptance of the Sponsor role has been agreed by the Head of School or Head of Division, must be notified by the

principal investigator to the University insurers via the Director of Finance as part of the approval process.

- C21. 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 academic staff are therefore strongly advised to take out personal insurance cover for such purposes.

## Salary

- C22. Salaries are paid monthly in arrears by credit transfer. Salaries for part-time clinical academic staff are paid pro rata. Salary rates will be determined by the University on the recommendation from time to time of the Universities and Colleges Employers Association's Clinical Academic Staff Salaries Committee.
- C23. While it will be the norm to achieve pay progression, incremental pay progression for clinical academic staff is determined by the Head of School following consultation with the Chief Executive of the Trust. Movement from one salary (threshold) point to the next is at intervals of between one and five years, according to the arrangements (entitled "Seniority, Thresholds and Pay Progression") available from the Office of the Director of Human Resources or at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-progression.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-progression.pdf). Movement to the next threshold point (subject to the top of the scale) after the appropriate interval may be deferred on an annual basis where the individual member of staff has not, in the judgement of the Head of School:
- i) participated satisfactorily in the joint appraisal process referred to in paragraph C17 above;
  - ii) made every reasonable effort to meet the time and service commitments in the integrated Job Plan;
  - iii) participated satisfactorily in reviewing the integrated Job Plan and setting personal objectives;
  - iv) made every reasonable effort to meet personal objectives in the integrated Job Plan;
  - v) worked towards any changes identified through the integrated job planning process as being necessary to support the achievement of the objectives of the University or the Trust;
  - vi) taken up any offers made either by the University or the Trust at the time of the Job Plan review to undertake one additional programmed activity (pro rata for part time staff) under the arrangements set out in paragraph C15 but has nevertheless engaged in private practice other than where such work is agreed at the Job Plan Review and specified in his/her Job Plan; and
  - vii) met any standards of conduct of the University or the Trust governing the relationship between private practice and contractual commitments.

No criteria other than those specified in this paragraph will be used to determine whether the clinical academic member of staff should be permitted to count any given year towards movement to the next pay threshold.

- C24. A clinical academic member of staff has the right of appeal against a decision by the Head of School that he or she has not met the criteria in respect of any given year by following the procedure (entitled "Mediation and Appeals Framework for Pay Progression") as amended from time to time and the current version of which is set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-mediation.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/consultant-mediation.pdf) or is available from the Office of the Director of Human Resources.
- C25. A clinical academic member of staff who, in the judgement of the Head of School (and subject to the outcome of any appeal) has not met the criteria in paragraph C23 above in respect of any given year will not be permitted to count that year towards the total number of years required for proceeding to the next pay threshold. However, the Head of School will have the discretion to decide, where appropriate, for instance because of ill health, that the clinical academic member of staff should nonetheless be regarded as having met the criteria for that year.
- C26. Where a clinical academic member of staff carries out on-call duties for the Trust as agreed in the integrated Job Plan, an on-call supplement will be payable by the Trust via the University acting as the agent of the Trust.
- C27. As part of its arrangements to recognise and reward contributions to the NHS which are over and above those normally expected, the Trust locally or the Department of Health nationally may award an individual member of the clinical academic staff one or more Discretionary Points, a Distinction Award (prior to 31 March 2004) or a Clinical Excellence Award (from 1 April 2004). In these circumstances, the award at the levels set periodically by the Department of Health will be paid by the Trust via the University acting as the agent of the Trust.

## **Pensions**

- C28. Members of clinical academic staff will on joining the University automatically be entered as members of the Universities' Superannuation Scheme (USS) from the commencement of their employment. The appropriate deductions will be made from their salary in order to pay such contributions to USS as may be required by USS rules as may be amended from time to time. As USS is contracted out of the State Second Pension, USS members will pay National Insurance contributions at the lower rate. Members of staff will be offered the opportunity of opting out of USS if they wish.
- C29. Existing members of the National Health Service Superannuation Scheme (ie who have made contributions to the Scheme in the previous 12-month period) may choose to remain subject to that Scheme instead of USS providing their appointment is held in either the Medical or Dental School of the University.
- C30. Members of clinical academic staff who choose to cease membership of USS (or the NHS Scheme) will pay National Insurance contributions at the higher rate. In these circumstances the University will contribute no more than the statutory minimum amount to the State Second Pension. Members of staff who opt out of USS (or the NHS Scheme) are liable periodically to be re-enrolled (or enrolled) into USS and will be given further opportunities to opt out of USS in accordance with current legislation.

### **Deductions**

- C31. The University will make no deductions from salary, other than those required by law, without the express prior written consent of the individual. Where there are alleged overpayments of salary, the University will discuss this with the member of staff with a view to recovering the overpayments where appropriate.

### **Holidays**

- C32. No specified periods of holiday are laid down. However, holidays must be taken in consultation with the Head of School and in accordance with the notification provisions of the honorary consultant contract held by the member of staff. Account must be taken of the statutory minimum holiday entitlement, as laid down in the Working Time Regulations (or any superseding legislation). Full salary is payable during holidays.
- C33. In addition to the annual holiday entitlement, members of clinical academic staff shall be entitled to public and University holidays or, subject to the prior approval of the Head of School, days in substitution for those holidays, amounting to a total of fifteen days a year.

### **Leave and Secondment**

- C34. Leave of Absence, Study Leave, Secondment and Special Leave may be granted by the University in accordance with the conditions and arrangements (entitled "Leave and Secondment") as amended from time to time. The current version is as set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-leave-a1.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-leave-a1.pdf) or available from the Office of the Director of Human Resources. Clinical academic staff must ensure that, in addition to obtaining permission from the University for any period of absence, they also make appropriate arrangements for leave from their clinical duties in accordance with their honorary consultant contract.

### **Maternity Leave and Maternity Pay**

- C35. A female member of clinical academic staff shall be entitled to maternity leave and maternity pay according to the arrangements (entitled "Maternity Leave and Maternity Pay") as amended from time to time and the current version of which is as set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-maternity-a2.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-maternity-a2.pdf) or available from the Office of the Director of Human Resources. Clinical academic staff must also inform the Trust of their intention to take maternity leave.

### **Sick Leave and Sick Pay**

- C36. In all cases of incapacity for work through sickness or injury, members of clinical academic staff must notify their Head of School as soon as is practicable. The current sick leave and sick pay arrangements (entitled "Sick Leave and Sick Pay"), as amended from time to time, are set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-sickleave-a3.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-sickleave-a3.pdf) or

available from the Office of the Director of Human Resources. Clinical academic staff must, as well as informing the University, also inform the Trust about their absence on sick leave.

### **Probation**

- C37. Where appropriate, appointments may be subject to a probationary period, which will be specified in the letter of appointment. The conditions, guidelines and procedures governing probation will be sent to the member of staff with the letter of appointment.

### **Health and Safety**

- C38. All members of clinical academic staff are required to promote and observe the University's current health and safety policy (entitled "Safety"), as amended from time to time. (The current version is available from the Office of the Director of Human Resources or at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-safety-a4.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-safety-a4.pdf)). Their attention is also drawn to the provisions of the Working Time Regulations (or any legislation which may supersede those Regulations) which have been enacted as a provision of health and safety legislation as a means of maintaining a sensible balance between working time and rest periods. The University will not require a member of the clinical academic staff to work for more than 48 hours a week (averaged in accordance with legislative limits) on duties set out in his/her Job Plan, including Additional Programmed Activities. Where a member of staff finds his/her total working hours exceed 48 hours a week (on average), she/he is requested to notify the Head of School with a view to reducing the total combined working hours to an average of 48 hours a week or less. Members of the clinical academic staff are reminded that the current legislative arrangements give individuals the option, where they so choose, to sign a waiver clause to disapply the weekly limit. Individuals may wish to seek professional advice before signing any such waiver. Further guidance on the Working Time Regulations is available at [www.direct.gov.uk/en/Employment/Employees/WorkingHoursAndTimeOff/DG\\_10029451](http://www.direct.gov.uk/en/Employment/Employees/WorkingHoursAndTimeOff/DG_10029451) or is available from the Office of the Director of Human Resources.

### **Equal Opportunities**

- C39. All members of staff are required to promote and observe the University's current equal opportunities policy (entitled "Statement of Policy on Equal Opportunities in Employment") as amended from time to time. The current version is as set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-equality-a5.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-equality-a5.pdf) or available from the Office of the Director of Human Resources.

### **Use of Computing Facilities**

- C40. Members of clinical academic staff are required to comply with the General Conditions of Use of Computing and Network Facilities as amended from time to time. The current version is as set out at [intranet.birmingham.ac.uk/it/documents/public/General-Conditions-Use-Computing.pdf](http://intranet.birmingham.ac.uk/it/documents/public/General-Conditions-Use-Computing.pdf) or is available from the Office of the Director of Human Resources.

## Confidentiality

- C41. Members of the clinical academic staff are required to comply with the provisions of the Data Protection Act 1998 concerning personal data and must comply with the current registration procedure, as amended from time to time, adopted by the University. The Current version is as set out at [www.birmingham.ac.uk/university/governance/policies-regs/data-protection.aspx](http://www.birmingham.ac.uk/university/governance/policies-regs/data-protection.aspx) or available from the Office of the Director of Human Resources.
- C42. Members of clinical academic staff must not at any time during, or after the end of, their employment with the University, whether knowingly or through failure to exercise due care and diligence, disclose to any unauthorised person any personal or confidential information regarding patients or students or other members of staff or human experimental subjects to which they may have access in the course of their work, unless in accordance with the requirements of the GMC/GDC and/or the Data Protection Act, or use any such confidential information in a vexatious manner to cause loss to the University.
- C43. A member of clinical academic staff who wishes to raise concerns or information which s/he believes in good faith provide evidence of malpractice or impropriety should do so in accordance with the procedure (entitled "Policy and procedure on Public Interest Disclosure and 'Whistleblowing'") as amended from time to time. The current version is as set out at [www.birmingham.ac.uk/Documents/university/whistleblowing.pdf](http://www.birmingham.ac.uk/Documents/university/whistleblowing.pdf) or available from the Office of the Director of Human Resources.

## Intellectual Property Rights

- C44. Members of clinical academic staff must follow the current procedure (entitled "Patents and the Exploitation of Inventions"), as amended from time to time, the current version of which is set out at [www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-patents-a6.pdf](http://www.intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-patents-a6.pdf) or is available from the Office of the Director of Human Resources, in the event of a potential patent registration or where an invention or discovery may be commercially exploitable. While the University reserves the right to claim the copyright in materials prepared by members of staff for teaching purposes during the course of their employment, it will seek to reach a negotiated agreement with the BAUT on such matters, which agreement will be incorporated into these conditions of employment in accordance with paragraph C11 above.

## University Property

- C45. Members of clinical academic staff must treat University property with reasonable care and respect, particularly those items for which they are given responsibility to enable them to carry out their duties. On leaving the University's employment and unless otherwise agreed in writing by the Head of School, members of staff are required to account for and return any University property in their possession, including furniture and equipment, and items in which the University holds the copyright such as computer software, data and written materials.

## Resignation

- C46. Members of clinical academic staff may resign their appointment on giving notice in writing to the Director of Human Resources of the University of at least the whole of a University term as

regulated by the Calendar of the University for the time being, except that in the case of a resignation to take effect at the end of the Summer vacation notice must be given by not later than 1 July. Clinical academic staff must also inform the Trust if they resign from their University appointment.

- C47. A period of notice less than that provided for above may be accepted with the approval of the Head of School or, in the case of Professors and non-professorial Heads of School or Division, with the approval of the Vice-Chancellor.

### **Retirement**

- C48. Members of clinical academic staff shall retire at the end of the academic year (30 September) in which they cease NHS clinical activity by reason of retirement.
- C49. Members of clinical academic staff may request the permission of the Council to retire early at the end of an academic year after they have attained the age of 60 years and should request that permission before 31 December in the academic year in which they wish their retirement to be effective.

### **Discipline and Appeals**

- C50. Members of clinical academic staff are subject to the disciplinary procedure as amended from time to time. The current version is as set out at [www.birmingham.ac.uk/Documents/university/legal/ordinances321.pdf](http://www.birmingham.ac.uk/Documents/university/legal/ordinances321.pdf) or available from the Office of the Director of Human Resources. In respect of duties carried out under the honorary consultant contract, a member of staff of the University is subject to the disciplinary procedure referred to in the Trust's honorary contract. While the Trust's disciplinary procedure is being applied, at which the University will have observer status, a member of the University's staff may not have access to the University's grievance procedure in respect of the matter which is being dealt with under the Trust's disciplinary procedure. Rights of appeal against a disciplinary penalty applied by one organisation will be confined solely to the appeal procedure of the organisation which issued the disciplinary penalty in question, and individual employees may not appeal to the other organisation about that decision. Following a disciplinary hearing, and any appeal, in the Trust, the University will consider what action, if any, it should take in respect of the member of staff concerned.
- C51. A member of clinical academic staff who wishes to submit an appeal to the Council against a disciplinary penalty (other than the issue of a formal warning) or otherwise pursue an appeal to the Council relating to his or her employment in the University shall do so in accordance with the appeal procedure, as amended from time to time. The current version is as set out at [www.birmingham.ac.uk/Documents/university/legal/ordinances321.pdf](http://www.birmingham.ac.uk/Documents/university/legal/ordinances321.pdf) or available from the Office of the Director of Human Resources.

## Grievances

- C52. Members of clinical academic staff wishing to raise a grievance affecting their employment in the University shall do so in accordance with the grievance procedure, as amended from time to time. The current version is as set out at [www.birmingham.ac.uk/Documents/university/legal/ordinances327.pdf](http://www.birmingham.ac.uk/Documents/university/legal/ordinances327.pdf) or available from the Office of the Director of Human Resources.
- C53. Where a member of the clinical academic staff has raised a grievance with the Trust under his or her honorary contract, rights of appeal against any decision of the Trust will be restricted to the Trust's appeal procedure.

## Removal from Office

- C54. The University may terminate the appointment of members of clinical academic staff on giving three months notice for 'good cause' as defined in the Statutes, as amended from time to time. The current version is as set out at [www.birmingham.ac.uk/university/governance/legislation.aspx](http://www.birmingham.ac.uk/university/governance/legislation.aspx) or available from the Office of the Director of Human Resources.

## Removal from Office (Education Reform Act 1988)

- C55. Members of clinical academic staff appointed on or after 20 November 1987 or who have been promoted to a grade carrying a higher maximum salary effective from 20 November 1987 or later may be dismissed by the Council by giving three months notice on the grounds of "redundancy" as defined in the Statutes, as amended from time to time. The current version is as set out at [www.birmingham.ac.uk/university/governance/legislation.aspx](http://www.birmingham.ac.uk/university/governance/legislation.aspx) or available from the Office of the Director of Human Resources.

## Outside Activities

- C56. Subject to provisions of individual letters of appointment, members of the clinical academic staff are encouraged to engage in paid and/or unpaid outside activities, including private practice, relevant to their academic work in accordance with the "Outside Activities" arrangements, as amended from time to time and sub-paragraphs i) – viii) below. The current version of "Outside Activities" is available from the Office of the Director of Human Resources or at [intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-activities-a7.pdf](http://intranet.birmingham.ac.uk/hr/documents/public/conditions/academic-activities-a7.pdf)
- i) Members of clinical academic staff who are employed on a time based contract have certain additional limitations placed on those outside activities which involve private practice. If at the annual Job Plan Review a clinical academic indicates a wish to undertake private practice, s/he may be requested to undertake one Additional programmed Activity (pro rata for part-time staff). Where this has been offered at the time of the Job Plan Review and declined by the clinical academic, but the individual undertakes private practice nevertheless, movement to the next salary threshold may be deferred in accordance with paragraph C23 above. Permission to undertake private practice must be made annually prior to the Job Plan review on the prescribed form as set out in paragraph 2 of Appendix 7.
  - ii) Where permission to undertake private practice is granted, the private practice must not be undertaken at time when the individual has scheduled Programmed

Activities contracted within the Job Plan for either the University or the Trust. Regular private practice activities, and the location of those activities, must be declared in the Job Plan.

- iii) The attention of members of clinical academic staff is drawn to paragraph 7 of Appendix 7, which specifies that where Outside Activities (including private practice) exceed 30 working days in any year, this would be incompatible with the principle of full time employment.
- iv) Permission to engage in private practice and other Outside Activities will be subject to the member of clinical academic staff concerned fulfilling the requirements of the Job Plan.
- v) In considering requests from members of the clinical academic staff to engage in Outside Activities, the Head of School should take account of the overall Job Plan (including any Additional Programmed Activities) of the member of staff concerned.
- vi) In undertaking private practice or any other Outside Activities, the University reminds clinical academic staff of the dangers of working when tired and requires them to observe good health and safety guidelines, including the provisions of the Working Time Regulations regarding rest breaks.
- vii) Members of clinical academic staff engaging in any private work including the furnishing of specific reports must not in any circumstances represent that they are acting for and on behalf of the University. Letters to the Press from them intended for publication must not bear the address of the University unless the subject is one with which they are concerned academically or officially in the University and their qualification is made clear.
- viii) It is the duty of every member of clinical academic staff who undertakes work for any person or organisation other than the University to inform that person or organisation before the work starts that the work is undertaken in the capacity of a private individual only and that the University is not responsible in any way whatever. This obligation is the same whether the work is to be paid for or not and the expression 'work' includes the giving of advice.