University of Newcastle upon Tyne

Conditions of Employment Governing Clinical Academic Staff Holding Honorary Consultant Medical or Dental Contracts in National Health Service Organisations

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General
1. Unless otherwise stated in your contract of employment your honorary appointment will be
terminable by not less than 3 months’ notice being given in writing by the University or by
the member of staff submitting a Leaver’s Form which can be found at
http://www.ncl.ac.uk/hr/policy/leaving/index.php, and is subject to the Statutes and
Regulations of the University, as amended from time to time.

2. 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 and regulations laid down by the GMC or the GDC as appropriate.

3. 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 (CRB). CRB checks will be repeated
every 3 years. In line with your NHS honorary contract if you are arrested on any charge
or served with a summons on a criminal charge you must advise the Head of your
Academic Unit (HoAU) at the earliest opportunity.

4. Clinical academic staff will normally work at designated sites of the University and in such
NHS Trusts where they may hold an honorary NHS Consultant contract. In the course of
their duties they may be required to make visits throughout the UK and overseas.

5. All members of staff are required to live within a reasonable distance or travelling time of
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. Any exceptions to this requirement will
be at the agreement of the Dean of Clinical Medicine and Trust Medical Director.

6. The University recognises the University and College Union (UCU) as the appropriate
trade union to negotiate or consult on behalf of members of staff, up to but excluding
Professors. Whilst the University does not recognise the British Medical Association
(BMA) or the British Dental Association (BDA) for the purposes of collective bargaining
you are entitled to be accompanied at any disciplinary or grievance hearing by a
representative of the BMA/BDA.

7. Every academic member of staff, unless explicitly specified to the contrary, is expected to
do research and teaching. Although the University encourages and supports staff in
building up an individual portfolio of engagement, it is not expected that every member of
staff must do so. Instead, it is expected that each academic unit will have, as part of its
strategic plan, a portfolio of engagement. Academic staff are expected to participate in
such activities when called upon to do so. An Academic job summary outlining duties is
available on the HR web site.
8. 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**

9. 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; such 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” on the HR website which may be amended from time to time.

10. 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 as set out on the HR website.
**Additional Clinical Practice**
11. A clinical academic member of staff is permitted to undertake additional clinical practice providing the Head of Academic Unit is aware of the amount of work and that the work is seen as independent from the University with respect to indemnity and does not have a detrimental impact on their University or Trust work. The current Policy on Additional Clinical Practice which may be amended from time to time is available on the HR website. The University Consultancy Policy (see paragraph 40) applies to clinical academics with regard to other outside work such medico-legal work.

**Promotion**
12. There is an annual promotions exercise and further information is available on the HR website.

**Appraisal and Training**
13. 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. Clinical Academic staff are also expected to undertake any mandatory training required by either the University or the Trust and to comply with Caldicott regulations.

**Research Governance**
14. 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 on the Research and Enterprise Services (RES) website - [http://www.ncl.ac.uk/res/resources/Policies%20Forms%20and%20Guidance/Policies.htm](http://www.ncl.ac.uk/res/resources/Policies%20Forms%20and%20Guidance/Policies.htm).

**Indemnity**
15. Clinical academic staff 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 or clinical trial from the appropriate:

   i) Local Research Ethics Committee (and, where appropriate, a Multi-centre Research Ethics Committee) and

   ii) NHS Trust hosting the study.

16. 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 Academic Unit; 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 Executive Director of Finance.

17. 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 Academic Unit, must be notified by the principal investigator to the University insurers via the Executive Director of Finance as part of the approval process. 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 required to take out personal insurance cover for such purposes.

Salary and Pay Progression

18. Salaries are paid by the University monthly in arrears by credit transfer. Salaries for part-time clinical academic staff are paid pro rata. Salary rates are currently determined by the University on the non-binding recommendation from time to time of the Universities and Colleges Employers Association’s Clinical Academic Staff Salaries Committee.

19. While it will be the norm to achieve pay progression, incremental pay progression for clinical academic staff is determined by the Director of Institute/Head of Academic Unit following consultation with the Chief Executive of the Trust and subject to completion in a timely fashion of the appropriate procedures and documentation. Movement from one salary (threshold) point to the next is at intervals of between one and five years, according to the arrangements (entitled “Seniority and Pay Progression”) further details can be found on the HR web site. 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 Academic Unit:

   i) participated satisfactorily in the joint appraisal process referred to in paragraph 13 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 10 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.

20. A clinical academic member of staff has the right of appeal against a decision by the Head of Academic Unit that he or she has not met the criteria in respect of any given year by following the procedure on the HR website (entitled “Mediation and Appeals Framework for Pay Progression”) as amended from time to time.

21. A clinical academic member of staff who, in the judgement of the Head of Academic Unit (and subject to the outcome of any appeal) has not met the criteria in paragraph 18 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 Academic Unit 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.

22. 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. Entitlements in relation to premium time working are set out in Annex F on the HR website.

23. 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. Where awards are subject to review it is the responsibility of the member of staff to submit for review.
**Pensions**

24. Subject to the exceptions referred to below, and to the conditions of their employment, new members of staff will, immediately on starting their employment, join the Universities Superannuation Scheme (USS). Members of staff employed on a regular contract of employment will be automatically enrolled into the USS and will be deemed to have been in membership from the start of their contract.

Initially, you will join USS on a contributory basis. After 3 months membership, we will review your situation and, where appropriate, you will be changed to a non-contributory ‘Pensions+’ member. Your salary will be reduced by a salary sacrifice equivalent to the member contribution rate (further information is available in the Summary of the USS).

Members of staff not employed on a regular contract should refer to the terms of their engagement.

If you were a member of the USS in a previous employment, before joining Newcastle University, and have not received a refund of contributions or transferred your benefits out of the scheme your USS membership will normally continue, and will be as a non-contributory ‘Pensions+’ member from the start of your employment.

Eligibility to join the USS is constrained by the exceptions referred to below.

25. Members of the clinical academic staff who are existing members of the National Health Service Superannuation Scheme (NHSPS) (i.e. who have made contributions to the Scheme in the previous 12-month period) may choose to remain in membership of that Scheme (which is contracted out of S2P) instead of USS. You should indicate this on the Payroll Starters Form and request an Application form from the Payroll and Pensions Office.

If you are already in receipt of a USS retirement pension, you will not be able to rejoin the scheme. If you meet the auto-enrolment criteria you will be enrolled into the National Employment Savings Trust (NEST). If you are currently receiving a USS Incapacity retirement pension, you should inform USS Ltd of your employment as they may need to withdraw or suspend your pension. In those circumstances, you will be automatically enrolled into the Career Revalued Benefits section of the USS, however terms and conditions may be imposed by the USS.

Further information is available from the Payroll & Pensions Section (ext 5102).

26. You will have the option to withdraw from the USS within the first three months of membership. You will need to download the ‘Notice to opt out of pension saving’ from the USS website and send the completed form to the Payroll and Pensions Office, King’s Gate.
If you withdraw from USS within three months of the date of the commencement of your employment, your withdrawal from the Scheme will have retrospective effect to that date and you will be deemed never to have been a member of USS. In that event any contributions you have made to USS will be repaid less a tax deduction in respect of tax relief you received on your contribution whilst a member of USS. An adjustment to your National Insurance contributions, effective from the date you joined the USS, will be made to reinstate your State Second Pension.

If you decide to withdraw from USS later than three months after the date of commencement of your employment you will be required to give notice in writing to the University by completing the appropriate withdrawal form obtainable from the Payroll Section. If you withdraw with less than 2 years pensionable service you may be eligible for a refund of your own contributions, subject to a deduction of tax and national insurance contributions. Pensions+ members are not eligible for a refund of contributions.

If you decide to withdraw from the USS your decision will not be irrevocable. You will be able to join the USS at any time during your employment while you are aged under State Pension Age.

**Annual Leave and Leave of Absence**

27. The University leave year is the 1st October - 30th September inclusive. Annual leave during which full salary is payable and which is not cumulative is 30 working days in any one year (or pro-rata in the case of appointments tenable for less than a year and for part-time appointments). Annual leave will normally be taken during University vacations. All periods of annual leave will be agreed with the Head of Unit, who will only withhold permission where the period of leave would conflict with essential operating requirements of the Unit. In addition to the normal public holidays there are a further four days leave each year, the timing of these additional days to be at the University’s sole discretion. It is expected however that these days will fall during the Christmas/New Year period. Public holidays and University fixed days will be applied pro rata to staff working on a part-time basis. The University will not normally make payment in lieu of holiday either during or on the termination of an appointment and annual leave must therefore be taken prior to the termination of the appointment.

The maximum number of days carried forward from one holiday year to the next will be limited to 5 days to be taken by 31 December in the new holiday year. This includes holiday accrued whilst on sick leave. Provision will be made for the following exceptional circumstances:

- Accrued holiday untaken due to operational need (as agreed with the manager).
b. Holiday accrued, by prior agreement with the manager, for exceptional holiday arrangements e.g. round the world trip.

c. Where sickness absence has prevented the member of staff from taking at least 28 days holiday (including public holidays and closure days) the balance may be carried forward and should be taken immediately on return to work either as part of a phased return to work or at a time to be agreed by your manager.

In circumstances where a member of staff returns to work after long term sickness absence prior to the end of the holiday year e.g. a return to work in August and has not taken or still has a large proportion of statutory holiday entitlement for that holiday year outstanding, they must, if requested to do so, take their statutory holiday before the end of the holiday year.

28. Leave of Absence may be granted by the University in accordance with the conditions and arrangements (entitled “Leave for Academic Purposes”) as amended from time to time. The current version is as set out on the HR website 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. Leave request forms can be found on the HR website.

Maternity Leave and Maternity Pay

29. 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 on the HR website.

30. Clinical academic staff must also inform the Trust of their intention to take maternity leave.

Sick Leave and Sick Pay

31. The University has an Occupational Sick Pay Scheme outlined in the Effective Management of Sickness Absence Procedure http://www.ncl.ac.uk/hr/leave/sickness.php. Any payment of occupational sick pay is subject to timely and accurate reporting of absence. Failure to comply with the procedure could result in pay being withheld. Staff may be required to attend Occupational Health at the request of management.

Probation

32. Where appropriate, appointments may be subject to a probationary period, which will be specified in the letter of appointment. Where appropriate there is a probationary period of two years during which suitable time will be allowed for continuing professional development. At the discretion of the University the period of Probation may be extended to a maximum of three years. Within this period newly appointed Academic staff are required to successfully complete the Certificate in Academic Practice, or the Certificate in
Clinical Education may be considered to be the appropriate alternative to CASAP. Experienced staff may ask that consideration be given to alternative qualifications and/or previous experience and may apply for accreditation of that prior experience and learning. The Programme Director will assess the application and recommend to the Head of Academic Unit whether or not exemption should be considered. Participation in the course, and performance on it, will be taken into account in considering confirmation of the appointment. Appointments will not normally be confirmed in the absence of successful completion or successful application for exemption. Experienced academic staff who have successfully completed a period of probation at another UK Institution will not normally be required to undergo probation unless the appointing committee so specify, however it may be deemed beneficial to undergo a period of professional development. The University will give notice of its decision not less than three months before the end of the probation period.

Hours of Work
33. Because of the nature of the work, the University does not specify any terms or conditions relating to hours of work, within the meaning of the Employment Rights Act 1996. Working time is regarded as undefined and staff are expected to manage their own time to achieve the objectives of their position, based on a normal expectation of a 40 hour week (10 PA), where the parameters of the working week are determined locally to meet the requirements of the position. No member of staff will be required to work in excess of 48 hours per week (12 PA).

Health and Safety
34. All members of clinical academic staff are required to promote and observe the University’s current safety policy, as amended from time to time. 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 (12 PA) (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 Academic Unit with a view to reducing the total combined working hours to an average of 48 hours a week (12 PA) 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.

Equal Opportunities
35. All members of staff are required to promote and observe the University’s current equal opportunities policy as amended from time to time. The current version and other diversity policies can be found on the Diversity website.
Use of Computing Facilities
36. 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 on the ISS website.

Confidentiality
37. 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 on the Data Protection website.

38. 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.

39. 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”) as amended from time to time. The current version is as set out on the HR website.

Intellectual Property Rights and Consultancy
40. Members of clinical academic staff must follow the current procedure relating to consultancy and Intellectual Property rights as amended from time to time, the current provisions are set out on the RES website. Clinical academic staff shall not, in connection with any invention, patent or manufacturing process have authority to make representations on behalf of the University or to enter into any contract or be concerned in any transactions whatsoever relating thereto without the express consent of the University.

University Property
41. 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 Academic Unit, 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.
 Discipline and Grievances
42. Members of clinical academic staff are subject to the disciplinary and grievance procedures as amended from time to time. The current disciplinary procedure is as set out on the HR website.

43. The current grievance procedure is as set out on the HR website. In respect of duties carried out under the honorary consultant contract, a member of staff of the University is subject to the disciplinary and grievance procedures 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.

44. 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.

45. A joint protocol has been agreed with the lead NHS Trusts and is intended to provide a framework for cooperation between the University and Trust as employers of clinical academic staff in relation to disciplinary issues. The current version as agreed with Newcastle Hospitals NHS Foundation Trust is on the HR website.

46. The protocol agreed with Northumberland, Tyne and Wear NHS Trust is on the HR website.

Redundancy
47. In the event of redundancy the clinical academic member of staff would be entitled to statutory redundancy pay according to the arrangements entitled “Redundancy Procedure” as amended from time to time, set out on the HR website. For the avoidance of doubt where a clinical academic member of staff holding an honorary contract with a Trust is made redundant by the University they will not be entitled to a redundancy payment calculated in accordance with NHS policy.

Resignation
48. Members of clinical academic staff may resign their appointment on giving three months notice in writing to the Head of Academic Unit. Clinical academic staff must also inform the Trust if they resign from their University appointment.
Retirement
49. The University does not operate a fixed retirement age for its employees. Retirement plans should be discussed in the context of the regular Performance Development Reviews but employment will normally terminate after the appropriate notice has been given by the employee. Further information and guidance on pensions and the possible options around retirement is available on the HR web pages or from the Payroll & Pensions Section (Finance) or Human Resources Section.

Employer
47. Members of clinical academic staff holding honorary Consultant medical or dental contracts in the NHS have two employers namely the University and the Trust, each of whom will have obligations to clinical academic staff under the respective contracts of employment. For the avoidance of doubt these conditions of employment represent the substantive academic contract between the clinical academic and the University.

Joint Protocol
50. A joint protocol has been agreed with the lead NHS Trusts and is intended to provide a framework for cooperation between the University and Trust as employers of clinical academic staff. The current version as agreed with Newcastle Hospitals NHS Foundation Trust is on the HR website. The protocol agreed with Northumberland, Tyne and Wear NHS Foundation Trust is on the HR website.

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<tr>
<td>Policy/Procedure Owner</td>
<td>Marian Phillipson</td>
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<tr>
<td>Last Reviewed</td>
<td>26 July 2016 - To update sickness absence April 2013</td>
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