Newcastle University
Conditions of Employment Governing Senior Academic GP Staff

General

1. The appointment will be a whole time one, unless otherwise specified in the letter of appointment, and is terminable by not less than 3 months notice being given in writing by either side, and is subject to the Statutes and Regulations of the University, as amended from time to time.

2. Senior academic GP staff must be registered with the General Medical Council (GMC), and must abide by the professional standards and regulations laid down by the GMC.

3. The appointment of a member of senior academic GP 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. Independent Safeguarding Authority (ISA) registration will be mandatory following the phased implementation commencing in 2010. 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. Senior academic GP staff will normally work at designated sites of the University and NHS. 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.

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) for the purposes of collective bargaining you are entitled to be accompanied at any disciplinary or grievance hearing by a representative of the BMA.

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: http://www.ncl.ac.uk/hr/recruit/academicsummary/

8. Senior academic GP staff are also required to be a practising GP. Their contract of employment as a member of the University’s senior academic GP staff is dependent upon their having and retaining a GP contract and complying with the terms and conditions thereof. It is the responsibility of an individual member of the senior academic GP staff to advise the University immediately if his/her GP contract
is terminated or withdrawn or if s/he is at any time subject to disciplinary action under the GP contract.

9. A senior academic GP post is usually a part time post based on a full time equivalent of 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, supporting professional activities (including training and continuing professional development, management and governance activities).

Additional Clinical Practice

10. The University Consultancy Policy (see paragraph 38) applies to senior academic GPs with regard to other outside work such medico-legal work.

Promotion

11. There is an annual promotions exercise and further information is available on the HR website: www.ncl.ac.uk/hr/policy/promotion

Appraisal and Training

12. Senior academic GP staff are required to participate in an annual appraisal process conducted by the University. Appraisal documentation can be found at: http://www.ncl.ac.uk/staffdev/pdr/forms.htm Senior academic GP staff are also expected to undertake any mandatory training required by the University and to comply with Cauldicott regulations.

Research Governance

13. Members of senior academic GP 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.ncl.ac.uk/business-directorate/policies/governance/index.php

Indemnity

14. Senior academic GP staff holding 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.
15. 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.

16. 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. Senior academic GP staff are therefore required to take out personal insurance cover for such purposes.

**Salary and Pay Progression**

17. Salaries are paid by the University monthly in arrears by credit transfer. Salaries for part-time senior academic GP 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 Advisory Group.

18. While it will be the norm to achieve pay progression, incremental pay progression for senior academic GP staff is determined by the Head of Academic Unit 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, subject to fulfilment of the following:

i) participated satisfactorily in the appraisal process referred to in paragraph 12 above;
ii) made every reasonable effort to meet the time and service commitments in the appraisal;
iii) participated satisfactorily in reviewing the appraisal and setting personal objectives;
iv) made every reasonable effort to meet personal objectives in the appraisal;
v) worked towards any changes identified through the appraisal process as being necessary to support the achievement of the objectives of the University;
vii) met any standards of conduct of the University 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 senior academic GP member of staff should be permitted to count any given year towards movement to the next pay threshold.
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, fulfilled the above.

19. A senior academic GP 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 (entitled “Mediation and Appeals Framework”) as amended from time to time and the current version of which is attached.

20. A senior academic GP 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 senior academic GP member of staff should nonetheless be regarded as having met the criteria for that year.

Pensions

21. Members of senior academic GP staff will on joining the University automatically be entered as members of the Universities’ Superannuation Scheme (USS) and will be contracted out of the State Second Pension scheme (S2P). The appropriate deductions will be made from their salary unless they have informed the Payroll and Pensions Officer before taking up their appointment that they do not wish to be a member.

22. Members of the senior academic GP staff who are existing members of the National Health Service Superannuation Scheme (i.e. who have made contributions to the Scheme in the previous 12-month period) may choose to remain subject to that Scheme (which is contracted out of S2P) instead of USS by notifying the Payroll and Pensions Officer on taking up the appointment.

23. Members of senior academic GP staff who choose not to join USS (or the NHS Scheme) will remain subject to the S2P and may take out a personal pension. In these circumstances the University will contribute no more than the statutory minimum amount to S2P.

Annual Leave and Leave of Absence

24. 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 (as agreed with the Head of Academic/Service Unit), subject to the reasonable needs of the University. It is not expected that permission will be unreasonably withheld. 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)
• Holiday accrued, by prior agreement with the manager, for exceptional holiday
arrangements e.g. round the world trip.

25. 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 at
http://www.ncl.ac.uk/hr/policy/leave/academic/

Maternity Leave and Maternity Pay

26. A female member of senior academic GP 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 http://www.ncl.ac.uk/hr/policy/leave/maternity/

Sick Leave and Sick Pay

27. 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

28. 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 Postgraduate
Newcastle Teaching Award (NTA), or the Certificate in Clinical Education may be
considered to be the appropriate alternative to the NTA. 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 Probation
Committee 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 three year period and, when appropriate, the four year period.

Hours of Work

29. 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, 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.

Health and Safety

30. All members of senior academic GP staff are required to promote and observe the University's current safety policy, as amended from time to time. The current version is as set out at www.safety.ncl.ac.uk/universitypolicy.aspx 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 senior academic GP staff to work for more than 48 hours a week (averaged in accordance with legislative limits). 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. Members of the senior academic GP 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

31. 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 is as set out at:
Other diversity policies can be found at:
http://www.ncl.ac.uk/diversity/policy/index.html

Use of Computing Facilities
32. Members of senior academic GP 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: www.ncl.ac.uk/iss/getstarted/rules/

Confidentiality

33. Members of the senior academic GP 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.ncl.ac.uk/data.protection

34. Members of senior academic GP 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.

35. A member of senior academic GP 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 at http://www.ncl.ac.uk/hr/policy/conduct/documents/20030701_policy-conduct-public-interest-disclosure-whistleblowing_rjcb.pdf

Intellectual Property Rights and Consultancy

36. Members of senior academic GP 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 at: www.ncl.ac.uk/business-directorate/policies/consultancy/index.php

Senior academic GP 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

37. Members of senior academic GP 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**

38. Members of senior academic GP staff are subject to the disciplinary and grievance procedures as amended from time to time under the University statutes. The current version is as set out at [http://www.ncl.ac.uk/regulations/docs/academic-staff-procedures.pdf](http://www.ncl.ac.uk/regulations/docs/academic-staff-procedures.pdf)

In respect of duties carried out under the NHS contract, a member of staff of the University is subject to the disciplinary and grievance procedures referred to in the Trust’s contract. While the Trust’s disciplinary procedure is being applied, at which the University will have observer status where appropriate, 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.

39. Where a member of the senior academic GP staff has raised a grievance with the Trust under his or her NHS contract, rights of appeal against any decision of the Trust will be restricted to the Trust’s appeal procedure.

**Removal from Office (Education Reform Act 1988) - Redundancy**

40. Members of senior academic GP staff appointed on or after 20 November 1987 or who have been promoted from 20 November 1987 or later may be dismissed by the University 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 [http://www.ncl.ac.uk/regulations/docs/academic-staff-procedures.pdf](http://www.ncl.ac.uk/regulations/docs/academic-staff-procedures.pdf)

In the event of redundancy the senior academic GP member of staff would be entitled to statutory redundancy pay according to the arrangements entitled “Redundancy Policy and Procedure” as amended from time to time, set out at: [http://www.ncl.ac.uk/hr/policy/redundancy/documents/20001114_policy-redundancy_rjcb.pdf](http://www.ncl.ac.uk/hr/policy/redundancy/documents/20001114_policy-redundancy_rjcb.pdf)

For the avoidance of doubt where a senior academic GP member of staff holding a 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**

41. Members of senior academic GP staff may resign their appointment on giving three months notice in writing to the Head of Academic Unit.

**Retirement**
42. The retirement date will be the 30th day of September following the date on which the member attains the age of 65 years.