HONORARY PUBLIC HEALTH CONSULTANT CLINICAL ACADEMIC CONTRACT (ENGLAND)

MEDICAL AND DENTAL

Version 3 – May 2015

Agreed between Public Health England and the University and Colleges Employers Association with the British Medical Association, British Dental Association, and the University and College Union.

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PREAMBLE

i) The Health and Social Care Act 2012 moved the core responsibility for public health from the NHS to Public Health England. This changed the holder of the honorary contract for clinical academic public health doctors and dentists employed by Higher Education Institutions (HEI) from an NHS employer to a civil service agency.

ii) This model honorary contract has been written specifically to take this new relationship into account.

iii) The honorary contract is intended to be used only for medical and dental clinical academic public health consultants who are employed by HEIs or other organisations in a research and/or teaching capacity and who require a relationship with Public Health England.

iv) The honorary contract has regard to 'Consultant Clinical Academics - Principles for Applying the Consultant Contract' that was agreed by stakeholders and to the principles in the recommendations of the Follett report*.[1] It should be read in conjunction with the clinical academic's employment contract with their HEI as together they provide the context in which the academic is expected to deliver their duties.

* [1] A Review of Appraisal, Disciplinary and Reporting Arrangements for Senior NHS and University Staff with Academic and Clinical Duties" A report to the Secretary of State for Education and Skills, by Professor Sir Brian Follett and Michael Paulson-Ellis, September 2001.

HONORARY CONTRACT FOR PUBLIC HEALTH CONSULTANT CLINICAL ACADEMIC STAFF

Between

Public Health England

and

[redacted]

This contract is dated 21 July 2017

1. PARTIES

Public Health England whose central office is at 133-155 Waterloo Road, London, SE1 8UG which expressions shall include its successors in title (PHE)

Newcastle University whose office is at NE1 7RU (the Employer)

[redacted]

2. BACKGROUND

The Employer employs the Academic as Professor of Data Science for Health.

The Employer agrees to the honorary contract between the Academic and PHE in order to engage in collaborative working during the period of the honorary appointment as set out in the Collaborative Academic Research and Activity Agreement (CARAA) between PHE and the Employer

3. POST

The Academic's job title under this honorary contract is as stated in their substantive contract of employment.

The Academic is appointed on the grounds that they also hold an academic post with the Employer.

4. COMMENCEMENT OF HONORARY CONTRACT

This honorary contract began on 1 March 2017.

This honorary contract is continuous with any previous honorary contracts with PHE or its predecessors, which includes, for public health clinical academics, previous NHS honorary contracts.

Where it is appropriate for any contractual service related provisions in the employment contract with the Employer, this contract recognises the Academic's years' seniority (as defined in Schedule 1 of the Terms and Conditions[2]).

For the purposes of certain NHS conditions of service relating to the Academic's employment contract with the Employer, previous service within the NHS, although not continuous under the Employment Rights Act 1996, will count as reckonable.

5. EMPLOYMENT RELATIONSHIP

For the avoidance of doubt the Academic's contract of employment will continue to be held by the Employer during the period of the honorary appointment and the Academic will remain subject to the Employer's terms and conditions of service. The honorary appointment does not create an employer – employee relationship between the Academic and PHE and the Academic will not become an employee of PHE.

Nothing in this contract will add to or detract from any rights and liabilities conferred by the relevant Transfer Scheme emanating from the Health and Social Care Act 2012.

This contract and the employment contract will be issued and managed in accordance with the Follett principles of joint working.

6. DURATION OF CONTRACT

6.1. **Duration of contract**

This honorary contract coexists with the Academic's contract of employment held by the Employer.

6.2. **Termination of contract**

The period of notice to end this contract will be the same as stated in the Academic's contract of employment with the Employer.

Any of the parties may end this contract by giving the appropriate written notice.

6.3. **Effects of termination of the academic's contract of employment**

Should the Academic's contract of employment be suspended, or terminated, at any time, this will result in the immediate suspension or termination of this honorary contract. Notice served by the Employer will have the effect of notice served on this honorary contract.

The honorary appointment will terminate at the same time as the substantive contract of employment with the Employer.

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[2]NHS consultant terms and conditions 2003 as amended and incorporated into the substantive contract of employment

7. ACCOUNTABILITY

The Academic will remain accountable to their line manager at the Employer.

However for the period of the honorary appointment and in respect of those aspects of collaborative working that requires support from PHE, the Academic will liaise with a PHE/Academic Liaison appointed for this specific purpose from within PHE. This will be advised separately.

8. TERMS

8.1. Terms and conditions

This honorary contract and the associated Terms and Conditions[3] set out the entire terms and conditions of your collaboration with PHE, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

The key provisions of this honorary contract have been discussed and agreed by PHE and the University and Colleges Employers Association (UCEA) with the British Medical Association (BMA) and the British Dental Association (BDA). Subject to a specific decision by PHE, any changes to the key provisions of this contract agreed by the aforementioned parties will be incorporated automatically into this contract with the Academic notified in writing. Any amendment relevant to an individual academic would be agreed through discussion with the individual.

8.2. Human resources policies and procedures

During the term of this contract, all matters of HR management will be managed in line with the HR policies and procedures of the Employer in accordance with the Follett Review Principles.

Concerns over the conduct and/or performance of the Academic during the term of this contract will be raised by PHE with the Employer and progressed in line with the Employer's policies and procedures if required.

The Employer and PHE shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the period of the honorary contract relating to the Academic, their employment or their collaboration and will work together to agree an appropriate outcome.

8.3. Other policies and procedures

The Academic is required to comply with the policies and procedures of the Employer.

9. GENERAL MUTUAL OBLIGATIONS

Whilst it is necessary to set out formal arrangements in this honorary contract, it is also recognised that the Academic is a senior and professional person who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that the Academic, the Employer and PHE (the parties)

[3] NHS consultant terms and conditions 2003 as amended

work in a spirit of mutual trust and confidence. The Parties agree to the following mutual obligations in order to achieve the best for the health and wellbeing of the public and those for whom they have a duty of care and to ensure the efficient running of the service:

- to co-operate with each other;
- to maintain goodwill;
- to carry out their respective obligations in agreeing and operating an integrated job plan/work schedule;
- to carry out their respective obligations in accordance with all appraisal arrangements including ensuring that appropriate clinical governance is in place and that the appraisal is conducted jointly between PHE and the Employer;
- to engage with and fulfil mutual responsibilities under revalidation including multisource feedback.

10. THE WORK

10.1. **Location**

The Academic will generally be expected to undertake their activities under this honorary contract at the work location of the Employer or of PHE or such other place as may be reasonably agreed from time to time. These will be agreed in advance of the work being carried out.

10.2. **Main collaboration activities**

Collaboration Activities under this contract are those that will be jointly agreed with the Employer, through the integrated job plan/work schedule planning process and will be included in a single, integrated job plan/work schedule.

Except in emergencies or where otherwise agreed with the PHE/Academic Liaison, the Academic is responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in the integrated job plan/work schedule relating to work under this honorary contract as reviewed from time to time in line with the provisions in section 10.3 below. Once agreed a copy of the job plan/work schedule will be kept with this contract for PHE records.

10.2.1. **Objectives**

A single set of objectives will be jointly agreed as part of the annual joint clinical appraisal. The objectives form part of a single integrated job plan/work schedule and take account of the work for the Employer and any objectives arising from those duties as well as the duties under this honorary contract.

The purpose of including agreed personal objectives in the integrated job plan/work schedule is to set out in clear and transparent terms what the Academic, the PHE/Academic Liaison and the Employer have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but the Academic has a duty to make all reasonable efforts to achieve them.

10.2.2. **On-Call Duties And Emergency Responses**

The Academic may be asked to participate in an on-call rota to provide emergency cover.

In asking the Academic to participate in on-call duties, PHE will seek agreement with the Academic and the Employer. When the Academic is not on an on-call rota, PHE may, in exceptional circumstances, ask them to return to site for emergencies if PHE are able to contact them. The Academic is not, however, required to be available for such eventualities

10.3. **Job plan/work schedule**

At all stages of the integrated job plan/work schedule planning process the parties will work in partnership to develop a final mutually agreed integrated job plan/work schedule.

The Academic, their line manager and the PHE/Academic Liaison will agree a prospective integrated job plan/work schedule which sets out the main duties and responsibilities in accordance with:

- the Academic's contractual terms and conditions of employment with the Employer and
- the Collaborative Academic and Research Activity Agreement between the Employer and PHE, a schedule for carrying out the Programmed Activities, managerial responsibilities, accountability arrangements, objectives and supporting resources.

The integrated job plan/work schedule will be reviewed annually in line with the provisions in Schedule 3 of the Terms and Conditions by all parties. Any party may propose amendment of the integrated job plan/work schedule. Following the integrated job plan/work schedule review, the PHE/Academic Liaison will support the line manager at the Employer to submit a report, recommending a decision about pay progression to the senior responsible manager (e.g. the Dean) at the Employer copied to the Academic and the Academic Public Health Research Support function of PHE. The criteria for pay thresholds are set out in the terms of the Academic's contract of employment at the Employer. In terms of the input of PHE into the report recommending a decision about pay progression, this will be based on the criteria set out in Annex A of this contract. No other criteria will influence this recommendation.

If, exceptionally, the parties are unable to agree an integrated job plan/work schedule it has been agreed between PHE and the Employer that the Academic can use the mediation and appeals process set out at Annex B of this contract.

10.4. **Programmed activities**

As part of the agreed collaboration and joint working, all parties will agree to follow NHS Terms and Conditions[4] for employment of consultants in scheduling programmed activities that support the delivery of key objectives.

11. OTHER CONDITIONS

11.1. **Registration requirements**

It is a condition of this honorary contract that the Academic is, and remains, a fully registered dental practitioner and/or medical practitioner holding a licence to practise. They must also be included on the Specialist Register held by the General Dental Council (GDC) and/or the

[4] NHS consultant terms and conditions 2003 as amended and incorporated into the substantive contract of employment

Specialist Register held by the General Medical Council (GMC).[5]

11.2. **Fee paying services and private professional services**

To minimise the potential for conflicts of interest in carrying out any Fee Paying Services or Private Professional Services, the Academic will observe the provisions in Schedule 9 of the Terms and Conditions[6] in order to minimise the potential for any perceived conflicts of interest to arise with their work for PHE. The Academic should also take account of any rules that the Employer may make for private practice or other privately remunerated professional services.

There may be occasions where undertaking private practice or providing fee paying services are a requirement or an expectation of the Employer. Any such commitment should be identified in the Academic job plan/work schedule. Where such activities are identified in the job plan/work schedule the provisions of Schedule 6 of the NHS Terms and Conditions shall not apply.

11.3. **Publications, lectures, etc**

Subject to the confidentiality clause in 14, the Academic is free, without PHE's prior consent, to publish books, articles, deliver any lecture or speak etc, whether on matters arising out of their PHE service or not. The Academic will, however, be required to observe the Employer's rules on external activity and acknowledge PHE as the source of funding and support (where applicable).

11.4. **External duties**

Where the Academic wishes to seek agreement to have External Duties[7] included in their integrated job plan/work schedule, they must notify the Employer and their PHE/Academic Liaison in advance. Scheduling of such duties will be by agreement between all parties. Where carrying out these External Duties might affect the performance of the duties of the Academic under their contract, they shall give sufficient notice, to ensure that, where such External Duties are agreed, the Academic and their managers can agree a revised schedule of activities at least a month in advance.

11.5. **Appraisal and clinical governance**

The Employer's Joint Appraisal Scheme for Consultant Clinical Academic Staff applies to the Academic's post. It is a condition of the licensing and revalidation process that the Academic co-operates fully in the operation of the appraisal scheme, including assisting PHE in liaising with the Employer. The Academic must also comply with PHE clinical governance procedures. A copy of these is available on request. The appraisal process will be informed by but be conducted separate from the job plan/work schedule review noted in 10.3 above.

11.6. **Health and safety**

The Academic must comply with all of PHE's health and safety policies and procedures if working on PHE premises. These are available on request.

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[5] Exceptions are to include individuals employed as medical consultants before 1 January 1997 as per http://www.gmc-uk.org/doctors/register/information_on_the_specialist_register.asp

[6] NHS consultant terms and conditions 2003 as amended and incorporated into the substantive contract of employment

[7] As defined by the NHS consultant terms and conditions 2003 as amended and incorporated into the substantive contract of employment

11.7. **Intellectual property**

In this contract, intellectual property means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

The following provisions shall apply to any intellectual property arising out of or generated through the work carried out under this contract:

- Intellectual property generated in work undertaken for PHE as part of the honorary public health consultant clinical academic contract which is solely related to or funded by PHE will be owned by PHE.
- Intellectual property generated which is solely related to academic work for the Employer will be owned by the Employer.
- Intellectual property generated in work undertaken in collaboration between PHE, the Employer and the Academic as part of the honorary public health consultant clinical academic contract will be jointly owned by PHE and the Employer. Each jointly-owning party shall have an undivided interest therein and be free to use such jointly owned intellectual property for its own internal non-commercial purposes as if it had been the sole owner thereof subject to any obligations of confidentiality towards the other joint owner. No joint owner of any intellectual property shall do anything which would prejudice the rights of the other joint owner.
- PHE and the Employer shall in good faith negotiate fully on behalf of the parties and shall be responsible for the protection and commercialisation of any jointly owned intellectual property rights.
- To the extent that any such intellectual property rights do not automatically become the property of PHE, the Academic will hold them on trust for PHE. The Academic agrees to promptly execute all documents and do all acts necessary to give effect to paragraph 11.7 and PHE will meet all such reasonable agreed costs incurred.
- This clause shall survive the expiry or termination of this contract.

11.8. **Research governance**

For duties under this honorary contract, notwithstanding the procedures of the Employer, PHE expect the Academic to comply with the Department of Health 'Research Governance Framework for Health and Social Care'. If there are any areas of conflict between the two sets of procedures these will be resolved locally.

11.9. **Salary**

The terms for the payment of salary including premium, on call or additional payments are those set out in the Academics substantive contract of employment. This honorary contract does not determine pay; it only defines the relationship between Employer, the Academic and PHE.

11.10. **Criteria for pay thresholds**

Following the job plan/work schedule review, the PHE/Academic Liaison will contribute to a

joint report recommending a decision about the progress through pay thresholds. All reasonable efforts will be made to support the Academic in meeting the criteria for pay thresholds. Further information on this is available at Annex A.

11.11. **Clinical Excellence Awards Scheme**

This honorary contract provides access to both the National and Employer Based Clinical Excellence Award Scheme, subject to eligibility criteria determined by the Advisory Committee on Clinical Excellence Awards. Details of the scheme and the administration are available on gov.uk and from the central office of PHE.

11.12. **Expenses**

Save for exceptional circumstances, the Academic will not be entitled to be paid expenses incurred in the course of carrying out activities for PHE under this honorary contract. Where the PHE/Academic Liaison has indicated in writing that expenses will be paid, claims should be submitted in a timely manner (normally within one month).

Expense claims would be submitted to PHE and follow the PHE[8] policy and procedure.

The Academic will submit the appropriate paperwork to PHE prior to the payment of expenses which will be made to the Academic in the manner agreed with the Employer.

All expense claims in respect of this appointment must be authorised by the PHE/Academic Liaison prior to submission.

11.13. **Sickness And Holiday Entitlement**

The Academic's sickness and holiday leave entitlements will be in accordance with the contract of employment with the Employer.

When engaged on activities in conjunction with PHE, the Academic shall notify their PHE/Academic Liaison:

- in relation to taking any annual leave (which must have been approved by the Employer);
- of any incident of sickness (which must be reported to the Employer).

that would materially affect the Academic undertaking a specific task for PHE

12. DATA PROTECTION

Any personal data about the Academic that is provided to PHE by the Academic or the Employer will be held on file by PHE and used in accordance with the data protection principles set out in the Data Protection Act 1998. Such data will be relevant only to the honorary contract and/or the CARAA.

Personal data collected may be used for the purposes of planning for the Academic's support of PHE work and workforce management information in so far as it relates to the honorary contract and CARAA.

All parties agree to share information on the Academic which will include information on their ability to work in the UK, their conduct and performance where it is germane to the

[8] PHE travel, subsistence and expenses policy, procedure and rates are not linked to NHS terms and conditions.

honorary contract and the Academic hereby consents to the sharing of such information.

Data on the Academic's areas of professional expertise and research activity may be shared for the purpose of wider collaboration within the public health system.

13. ACCESS TO DATA

This contract does not automatically afford the Academic access to PHE data. Any request for data should follow the standard request process within PHE. Further information is available on request.

14. CONFIDENTIALITY

The Academic accepts that many aspects of the work of PHE (including but not limited to matters relating to patients, staff, scientific and technical procedures and commercial and business issues) are of a confidential nature.

The Academic agrees that such confidential information must not during the honorary contract period, nor at any time thereafter, be disclosed to any person, company or other organisation whatsoever without the written consent of the PHE/Academic Liaison.

The Academic further agrees that upon termination of this contract for whatever reason, they shall, without retaining any copies except as required by law, return to PHE all working papers or other material and copies provided to them pursuant to this contract or prepared during the collaboration.

The foregoing provision shall not apply to information which has become public knowledge other than by a breach of this honorary contract or which is received by the Academic from a third party not bound to PHE by any obligation of secrecy in relation to the confidential information or which the Academic is required to disclose under any applicable law.

This clause 14 shall survive the expiry or termination of this contract.

The Academic's obligations of confidentiality with regard to the Employer are as set out in the contract of employment.

15. NON SOLICITATION

Without prejudice to any general recruitment which PHE may conduct through advertising or other means, PHE undertake that it shall make no attempt to solicit or induce the Academic to terminate their employment with the Employer for the duration of the honorary contract and for six months after its cessation.

This clause 15 shall survive the termination or expiry of this contract.

16. INDEMNITY

The Employer shall use its reasonable endeavours to procure that the Academic performs their duties during the period of the appointment with reasonable skill and care.

PHE shall indemnify the Employer against all costs, claims, actions or demands suffered by

the Employer by reason of any action or proceedings by the Academic whilst undertaking any authorised activities on behalf of PHE relating to any infringement of the rights at law of the Academic for which PHE is liable.

The Employer shall indemnify PHE against all costs, claims, actions or demands arising out of the Academic's employment by the Employer or its termination during the period of the Honorary Contract (save for any claim relating to any negligent act or omission of PHE or its employees or agents) suffered by PHE by reason of any action or proceedings by the Academic relating to any infringement of the rights at law of the Academic for which the Employer is liable.

PHE shall indemnify the Academic against personal liability in respect of bona fide acts done in discharging authorised functions on behalf of or for the benefit of PHE. Such indemnity shall include reasonable expenses incurred in connection with claims in respect of such acts.

This clause shall survive termination or expiry of this contract.

17. VARIATION AND WAIVER

a) Any modification, variation or amendment to this contract, save where the amendment relates to details relevant to an individual Academic (see 17b below), will not be effective unless it is in writing and has been signed by or on behalf of all the Parties, excepting legislative or statutory amendments that may affect the content.

b) Any amendment relevant to an individual academic would be agreed through discussion with the individual.

Failure of any party to enforce or exercise, at any time or for any period, any term of this contract, does not constitute, and shall not be construed as, a waiver of such term and shall not affect any future right to enforce such term or any other term in this contract.

18. GOVERNING LAW AND JURISDICTION

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

FORM OF ACCEPTANCE

I accept the conditions of the honorary contract as outlined in the attached contract.

Authorisation on behalf of the Employer | job title

Signed: [redacted] | Human Resources Advisor

Name: [redacted]

Date: 18 August 2017

Authorisation on behalf of PHE | Head of Academic Public Health Support

Signed: [redacted]

Name: Nicola Hodgkiss

Date: 21 July 2017

[redacted]

Date: 15 August, 2017

A fully signed copy of this document must be sent to the Academic Research Support Unit at Academic Public Health Research Support, Public Health England, Zone D, 2nd Floor, Skipton House, 80 London Road, London, SE1 6LH or **AcademicPH@phe.gov.uk**.

ANNEX A – CRITERIA FOR PAY THRESHOLDS

1. Following the annual Integrated job plan/work schedule review, the managers who have conducted the joint job plan/work schedule review will report the agreed outcome to the Dean or their nominee, copied to the Medical Director of PHE and the consultant clinical academic, setting out for the purposes of decisions on pay thresholds whether the consultant clinical academic has:

    - made every reasonable effort to meet the time and service commitments in the job plan/work schedule;
    - participated satisfactorily in the joint appraisal process;
    - participated satisfactorily in reviewing the job plan/work schedule and setting personal objectives;
    - met the personal objectives in the job plan/work schedule, or where this is not achieved for reasons beyond the consultant clinical academic's control, made every reasonable effort to do so;
    - worked towards any changes identified in the last job plan/work schedule review as being necessary to support achievement of the Employer's objectives, or PHE's objectives;
    - taken up any offer to undertake one additional Programmed Activity that has made to the consultant clinical academic (if private practice has been undertaken); and
    - met any standards of conduct, required by either the Employer or PHE, governing the relationship between private practice and contractual commitments.

2. The criteria set out in paragraph 1 are the only criteria that may be taken into account in decisions about pay progression.

3. Final decisions about pay progression rest with the Employer. Any appeal against a decision on pay progression should be lodged with the Employer. The Mediation and Appeals Framework set out in Annex B will apply.

ANNEX B – MEDIATION AND APPEALS FRAMEWORK[9]

1. This Annex sets out a nationally agreed Framework for Mediation and Appeals in the case of disputes arising from the integrated job plan/work scheduling process or decisions about pay progression, in the case of University employed clinical academics who are employed on the NHS consultant grade via an honorary contract with PHE. The Framework embodies the principle of joint working recommended in the Follett report.

National Framework

2. Where it has not been possible to agree an integrated job plan/work schedule or a clinical academic disputes a decision that they have not met the required criteria for a pay threshold in respect of a given year, a mediation procedure and an appeal procedure are available.

Mediation

3. The clinical academic, or (in the case of a disputed job plan/work schedule) the University manager or the PHE/Academic Liaison, may refer the matter to the Dean (or their nominee) who will consult with the PHE Medical Director. If the Dean (or their nominee) or Medical Director is one of the parties to the initial decision, the referral will be to an appropriate, designated other person. Where a clinical academic holds an honorary contract with an NHS organisation as well as PHE, the lead organisation will be determined jointly by the parties depending upon the issues. The purpose of the referral will be to reach agreement if at all possible.

4. The process will be that:

- the clinical academic or either manager makes the referral in writing within two weeks of the disagreement arising;
- the party making the referral will set out the nature of the disagreement and their position or view on the matter;
- where the referral is made by the clinical academic, the managers responsible for the integrated job plan/work schedule review, or for making the recommendation as to whether the criteria for a pay threshold have been met, will set out the employing organisations' agreed position or view on the matter;
- where the referral is made by either the University manager or the PHE/Academic Liaison, the clinical academic will be invited to set out their position or view on the matter;
- the Dean (or their nominee), working with the Medical Director, or appropriate other person, will convene a meeting, normally within four weeks of receipt of the referral, with the clinical academic and the responsible managers to discuss the disagreement and to hear their views;

[9] Local guidelines may be used to supplement this framework

- if agreement is not reached at this meeting, the Dean (or their nominee), in consultation with the Medical Director, or appropriate other person, will decide the matter (in the case of a decision on the integrated job plan/work schedule) or make a recommendation (in the case of a decision on whether the criteria for a pay threshold have been met) to the Vice Chancellor, copied to the PHE Chief Executive[†], and inform the clinical academic and the responsible managers of that decision or recommendation in writing;
- in the case of a decision on whether the criteria for a pay threshold have been met, the Vice Chancellor will inform the clinical academic, the Dean (or their nominee) and Medical Director, or appropriate person, and the responsible managers of their decision in writing;
- if the clinical academic is not satisfied with the outcome, they may lodge a formal appeal under this procedure.

Formal appeal

5. A formal appeal panel will be convened only where it has not been possible to resolve the disagreement using the mediation process. A formal appeal will be heard by a panel under the procedure set out below.

6. An appeal shall be lodged in writing with the Vice Chancellor, copied to the PHE Chief Executive, as soon as possible, and in any event within two weeks, of the outcome of the mediation process. The appeal should set out the points in dispute and the reasons for the appeal. The Vice Chancellor, in consultation with the PHE Chief Executive, will, on receipt of a written appeal, convene an appeal panel to meet within four weeks of receipt of a written appeal. The Vice Chancellor may delegate operational procedures as appropriate, but they retain overall responsibility for the appeal.

7. The membership of the panel will be:
    - a chair nominated by the University;
    - a representative nominated by PHE;
    - a representative nominated by the clinical academic;
    - a member chosen by the University from the list of individuals approved by UCEA, PHE and the BMA and BDA. The list will also include a number of clinical academics and other University employees nominated by the University. PHE will monitor the way in which individuals are allocated to appeal panels to avoid particular individuals being routinely called upon. If there is an objection raised to the first representative from the list, one alternative representative will be chosen. The list of individuals will be regularly reviewed.
    - a member chosen by the clinical academic from the list described above, following the same process. If an objection is raised one alternative representative will be chosen.

8. No member of the panel should have previously been involved in the dispute.

9. The parties to the dispute will submit their written statements of case to the appeal panel and to the other party one week before the appeal hearing. The appeal panel will hear oral submissions on the day of the hearing. The Employer and PHE will jointly present their case first explaining the agreed position on the integrated job plan/work schedule, or the reasons for deciding that the criteria for a pay threshold have not been met.

10. The clinical academic may present their own case, or be assisted by a work colleague or trade union or professional organisation representative who is not a member of the appeals panel. Legal representatives acting in a professional capacity are not permitted.

11. Where any party or the panel requires it, the appeals panel may hear expert advice on matters specific to a specialty.

12. It is expected that the appeal hearing will last no more than one day.

13. The appeal panel will make a recommendation on the matter in dispute in writing to the Vice Chancellor, copied to the PHE National Executive, normally within two weeks of the appeal having been heard and this will normally be accepted. The clinical academic should see a copy of the recommendation when it is sent to the Vice Chancellor. The Vice Chancellor will make the final decision and inform all the parties in writing.

14. No disputed element of the integrated job plan/work schedule will be implemented until confirmed by the outcome of the appeals process. Any decision that affects the salary or pay of the clinical academic will have effect from the date on which the clinical academic referred the matter to mediation or from the time they would otherwise have received a change in salary, if earlier, or as determined by the appeals process.

15. The appeals process set out in this Annex applies only to job plan/work scheduling and pay progression. No further right of appeal through the University's procedures exists.