

# UNIVERSITY OF SUSSEX

## Appendix to Statement of Main Terms and Conditions of Employment for Clinical Academic Staff

### Annex C – Additional Programmed Activities And Spare Professional Capacity

1. Where a clinical academic intends to undertake private practice other than such work specified in his or her integrated Job Plan (including work specified in the honorary contract), whether for the NHS, for the independent sector, or for another party, the provisions in this Annex will apply.
2. Where a clinical academic intends to undertake such work:
  - the clinical academic will first consult with his or her responsible managers;
  - employing organisations may, but are not obliged to, offer the clinical academic the opportunity to carry out up to one additional Programmed Activity per week on top of the standard commitment set out in the integrated Job Plan;
  - both the University and the honorary employer(s) may each offer additional Programmed Activities, but the clinical academic will not be expected to undertake, on average, any more than one additional Programmed Activity per week to meet the relevant criterion for pay thresholds. The integrated job planning process should be used to agree for which employing organisation any additional Programmed Activities should be undertaken;
  - additional Programmed Activities may be offered on a fixed basis, but where possible employing organisations will offer them on a mutually agreed annualised basis, as part of the integrated job planning process. Where clinical academics prospectively agree to additional Programmed Activities these will be remunerated;
  - employing organisations will normally put any such offer to the clinical academic at the annual Job Plan review. Unless they and the clinical academic agree otherwise, any such offer will be made no fewer than three months in advance of the start of the proposed additional Programmed Activities, or six months in advance where the work would mean the clinical academic has to re-schedule external commitments;
  - there will be a minimum notice period of three months for termination of these additional activities. If a clinical academic ceases to undertake Private Professional Services, he/she may relinquish the additional Programmed Activity subject to a similar notice period;

- employing organisations will give all clinical academics an equal opportunity to express an interest in undertaking additional activities for which they are qualified. Any offer or acceptance should be made in writing;
  - full-time clinical academics, who are currently working the equivalent of 11 or more Programmed Activities and agree, as part of the integrated job planning process, with their substantive employer and their honorary employer(s), that the same level of activity should form part of their integrated Job Plan under the new contract, will not be expected to offer any additional work on top of this;
  - part-time clinical academics who wish to use some of their non-contracted time to do private practice will not be expected to offer any more than one extra Programmed Activity on top of their normal working week.
3. If a clinical academic declines the opportunity to take up any additional Programmed Activities that are offered in line with the provisions above, and the clinical academic subsequently undertakes remunerated clinical work as defined above, this will constitute one of the grounds for deferring a pay threshold in respect of the year in question. If another consultant (NHS or University employed) in the group accepts the work, there will be no impact on pay progression for any consultant in the group.
4. The provisions in this Annex are without prejudice to the possibility that the clinical academic and employing organisations may wish to agree additional extra Programmed Activities above the levels provided for in paragraph 2.