



The  
University  
Of  
Sheffield.

Terms  
And  
Conditions Of  
Service.

## **Appointment of Clinical staff not covered by the University Statutes (Clinical Researchers and Clinical Teachers holding Honorary Contracts below the level of Consultant)**

Terms and Conditions of Service comprise:

- All Terms and Conditions of Service as detailed below
- Any clauses contained within the letter of appointment (and associated annexes)
- Any policies, procedures and codes of practice listed on the Department of Human Resources web pages (as applicable)

University policies and procedures are introduced, reviewed and amended from time to time in line with employment law. Full details of all policies and procedures referred to in this document can be downloaded from the Department of Human Resources web pages, alternatively paper copies may be requested. All staff should ensure that they access the web pages on a regular basis to obtain up to date information regarding any new or amended policies and procedures (paper copies are also available).

Terms and Conditions of Service are subject to review and amendment from time to time to reflect changes in employment law and University policies and procedures. Amendments will be implemented through agreement with the recognised trade unions.

---

### **1. General Terms and Conditions of Service**

#### **1. General**

You are required to undertake such duties as may be reasonably assigned as appropriate to your grade by your Head of Department (or delegate), to whom you are responsible. Additionally, you are required to observe the Charter, Statutes and Ordinances of the University and carry out all orders and regulations of the Council. You should regularly access the Department of Human Resources web pages to obtain up to date information on the University's policies and procedures.

#### **2. Hours of work**

A nominal working week of 35 hours applies for full time staff.

#### **3. Overtime and Premium Rates**

Overtime and premium rates are not available.

#### **4. Payment of salary**

Salary is payable monthly in arrears. Payment of salary for part-time staff is pro-rata.

The salary scales adopted by the University Council for Clinical Academic Staff are attached. Initial salary will be fixed at a point within the salary scale depending upon qualifications and experience.

#### **5. Salary Increments**

Increments are payable as follows:

Staff commencing employment between 1 October and 31 March inclusive may expect to receive an increment on the following 1 October with increments on each 1 October thereafter.

Staff commencing employment between 1 April and 30 September inclusive may expect to receive an increment on 1 October in the following calendar year with increments on each 1 October thereafter. In this case your initial salary will have taken into account the span of time prior to payment of the first increment.

## **6. Annual Leave**

The annual leave year runs between 1 October and 30 September and staff should ensure that all accrued annual leave has been taken before the end of the annual leave year. Annual leave is not transferable from one leave year to another.

The annual leave entitlement for full time staff is 30 days, plus 3 closure days and 8 Bank Holidays. The dates of the closure days are agreed by the University Council and announced at the start of each leave year. Part time staff receive a pro rata entitlement to annual leave, closure days and bank holidays in accordance with the University Guidelines on Annual Leave Entitlements for Part-time Staff.

On termination of your employment, you are entitled to take paid annual leave or payment in lieu of outstanding annual leave entitlement.

## **7. Removal Expenses**

Removal expenses are paid in accordance with the University's Financial Directives to all staff required to move their main residence as a result of taking up employment

## **8. Residence**

You are required to make such arrangements in regard to place of residence as will allow you to carry out effectively all your University duties and responsibilities and play a full part in the work and life of the University appropriate to your job. The allocation of duties and responsibilities between staff cannot normally be modified to take account of residential factors.

## **9. Training and Development**

You are required to participate in appraisal on an annual basis. Under the Staff Development Policy you are entitled to a number of training days, which could include attendance at conferences, in line with development needs as identified in your appraisal. You are also required to attend courses, as appropriate, to enable you to carry out your job effectively.

## **10. Intellectual and Patentable Property**

You are required to follow agreed University policy in respect of intellectual property ownership, including copyright and other related matters, as may be in force at any given time, and as modified from time to time by the University.

If you believe that there is patentable property or commercial exploitation possibility arising out of your University work you are required to inform the appropriate University body as soon as possible and certainly before any disclosure or publication of the invention, or commercial contracts are agreed. The University will then determine as soon as possible whether it will become involved, determining with you how any future benefits of exploitation may be shared between you, your Department and the University, or will notify you that the University has no interest in the invention or commercial opportunity and that you are free to proceed at your own risk and cost.

## **11. Confidential Information**

No information of a confidential nature may be disclosed to an unauthorised person.

## **12. Duties and Conflicts of Interest**

In accordance with the Policy on Personal Relationships and Conflicts of Interest in the Workplace, you should conduct yourself at all times in ways that are consistent with your role and duties, and in accordance with all University staffing policies. You are required to declare any real or potential conflicts of interest.

You should not normally take up other engagements or appointments outside the University during the course of your employment. If you wish to do so, you should discuss this with your Head of Department.

### 13. Health and Safety

You are required to abide by the University's Health and Safety policies and procedures and to undertake such health and safety training as required. Additionally staff are required to undertake any job specific health and safety training. You are also required to undergo any regular health screening as required by your job.

### 14. Equal Opportunities

The University of Sheffield is an equal opportunity employer and has confirmed its commitment to a comprehensive policy of equal opportunities in employment under which individuals are selected and treated on the basis of their relevant merits and abilities. The aim of the University's Equal Opportunities Policy and Code of Practice for Staff is to promote equality and to ensure that no job applicant or member of staff is subject to unlawful discrimination. The University is committed to a programme of action to make this policy fully effective.

In line with the University's commitment to equality you are required to conduct yourself in a manner consistent with and follow the Equal Opportunities Policy and Code of Practice for Staff.

### 15. Maternity, Adoption and Paternity Leave

The University Maternity Leave Scheme is available for female members of University staff who have been continuously employed in the University's service for a minimum period of 12 months before the expected date of confinement.

The University Adoption Scheme is available for all eligible members of staff who have been continuously employed in the University's service for a minimum period of 12 months before the expected date of placement.

Members of staff not eligible for these Schemes may be eligible for Statutory Maternity or Adoption Entitlements and they should contact the Department of Human Resources for advice concerning eligibility.

Paternity Leave of 2 weeks (pro-rata for part time staff) is available for eligible members of staff.

### 16. Sickness Absence Management

#### Notification

Sickness absence should be reported in accordance with the University of Sheffield Sickness Absence Management Policy.

#### Certification

In cases of ill health lasting more than seven calendar days, you are required to obtain a Medical Certificate from your General Practitioner (GP).

#### Payment of Salary

Entitlements to salary during sickness absence will be calculated in accordance with continuity of service. The salary during periods of sickness absence consists of Statutory Sick Pay (SSP) which is topped up to the equivalent of full pay or half pay as applicable. Full details of SSP entitlements and calculations may be requested from the Salaries and Superannuation Office.

	<b>Full Pay</b>	<b>Half Pay</b>
<b>Year 1 – first 3 months</b>	2 weeks	2 weeks
<b>Year 1 – after 3 months</b>	8 weeks	8 weeks
<b>Years 2 and 3</b>	13 weeks	13 weeks
<b>Years 4 and 5</b>	21 weeks	21 weeks
<b>After 5 Years</b>	26 weeks	26 weeks

### 17. Disciplinary Procedure

Wherever possible, any issues relating to conduct or competence should be identified and resolved without recourse to formal procedures. Should disciplinary action be taken, this will be under the University of Sheffield's Disciplinary Procedure for all staff (excluding staff covered by the University Statutes) if it relates to University/academic matters, and under the appropriate Trust procedures if it relates to clinical/Trust matters.

Should a situation arise in which it is not immediately clear whether Trust or University procedures should apply, or in which an incident, wherever it originates, impacts on both academic and clinical duties, the University and Trust Directors of Human Resources will agree as to which of the procedures should be invoked.

The employer taking the lead in disciplinary action will inform the other, normally before procedures are initiated, and will keep them informed at all stages thereafter.

Your honorary NHS employer and the University will each take account of disciplinary warnings issued by the other when deciding on disciplinary action in their own spheres. It should be noted that involvement of the honorary employer in the disciplinary process of the University, will not necessarily obviate the need for the honorary employer to initiate a disciplinary process of its own if appropriate. Similarly, if the University is involved in the honorary employer's disciplinary processes it may still need to take separate disciplinary action.

Should your substantive contract of employment be suspended or terminated at any time, this will result in a review by the Trust of your honorary contract.

As your honorary contract of employment is essential to the proper performance of your duties, suspension or termination of the honorary contract will result in a review by the University of this substantive contract of employment.

### **18. Grievance Procedure**

Staff are encouraged to seek an informal resolution to any grievance concerns or complaints they might have. However if the staff member wishes to raise a formal grievance in relation to University/academic matters you should do so in writing in accordance with the University of Sheffield's Grievance Procedure for all University Staff (excluding staff covered by the Statutes). Should you wish to seek redress of any grievance relating to clinical / Trust business you should follow the appropriate Trust grievance procedure.

### **19. Data Protection**

Personal information provided to the University and held on staff personal records must be accurate, complete and up to date and you should advise the University of any changes to this information.

This information is processed by the University, in accordance with its registration under the Data Protection Act 1998, and in pursuance of its educational and administrative functions and statutory requirements.

The University may also exchange information involving personal data and sensitive personal data with relevant third parties including the honorary employer, for the purpose of supporting for example the sickness absence management policy, joint procedures such as annual appraisals, and review of job plans, salary progression, and disciplinary and grievance issues.

### **20. Changes to Criminal Record Status**

You are required to inform your line manager, and/or the Department of Human Resources, in confidence, of any changes to your circumstances which affect your criminal record status, in order that the impact upon your suitability to undertake your job may be reviewed.

### **21. Professional Defence Organisation Cover**

The National Health Service assumed financial responsibility from 1 January 1990 for negligent acts of their medical and dental staff in the course of their NHS employment. However various aspects of the work of some staff will not be covered by the Crown Indemnity Scheme and University clinical academics are therefore required as part of their terms and conditions of service to take out Professional Defence Organisation cover.

### **22. Pension scheme membership**

You may, subject to the rules of the Universities Superannuation Scheme Ltd., become or continue as a member of the Universities Superannuation Scheme Ltd, or continue as a member of the National Health Service Pension Scheme. A contracting-out certificate under the Social Security Pensions Act 1975 is in force for appointments subject to the Universities Superannuation Scheme and the National Health Pension Scheme. Membership of the Universities Superannuation Scheme Ltd is available on an opt out basis through Pay Plus for pensions, which is a salary sacrifice arrangement.

### **23. University of Sheffield Stakeholder Pension Plan**

Membership of the University of Sheffield Stakeholder Pension Plan is available to all staff.

### **24. Retirement**

The normal retirement age for University staff is age 65. Appointments will normally terminate when staff reach 65 years of age.

### **25. Notice Periods**

Appointments are terminable at any time by three months notice from either side, however in the case of teaching staff the resignation will normally be required to take effect from the end of the University Semester (subject to mutual agreement, this requirement may be waived).

### **26. Continuity of Employment**

Under the provisions of the Employment Protection Act 1975, no previous employment with the University or with any other previous employer may count as part of the continuous period of employment with the University, except where otherwise stated.

### **27. Changes to the Terms and Conditions of Service**

No member of the University apart from the Registrar and Secretary as Secretary to the University Council or the Director of Human Resource Management has authority to notify staff of any changes in the Terms and Conditions of Service of any member of staff. If any other member of staff purports to effect any change in the Terms and Conditions of Service, the University will not be bound by any such change.