



Terms And Conditions Of Service.

Appointment of a Medical or Dental Academic member of staff holding an Honorary Consultant Contract (Clinical Senior Lecturer/ Reader/Professor)

Terms and Conditions of Service comprise:

- All Terms and Conditions of Service as detailed below
- Any Terms and Conditions of Service as contained within the University Statutes (eg. disciplinary, grievance and redundancy procedures)
- 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

You are required to observe the Charter, Statutes and Ordinances of the University and carry out all orders and regulations of the Council. You are required to undertake such duties as may be reasonably assigned to you, as appropriate to your grade, by your Head of Department (or delegate), to whom you are responsible, and to conduct research as an essential part of your duties. Your duties under this contract will be jointly agreed with your honorary employer(s), through the integrated job planning process, taking account of the whole of your work. Your agreed duties will be in a single, integrated job plan. If there is any change with regard to your honorary contract status, or any disciplinary, performance or ill health action taken by the honorary employer, you are required to advise the Director of Human Resource Management immediately. 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

The post is full-time, equating to 10 Programmed Activities (5 clinical/5 academic) unless stated otherwise in your letter of appointment and may not be held in conjunction with any other employment. A nominal working week of 40 hours applies for full-time staff.

3. Additional Programmed Activities and Spare Professional Capacity

Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the NHS, for the independent sector or for another party, the provisions of Annex C will apply.

The availability and allocation of APAs will be as per **Annex C**.

Any additional Programmed Activities that you agree to carry out as part of the integrated job planning process, either for the University or for your honorary employer(s), will be paid at the rates set out in Annex A [or B] of this contract.

Additional Programmed Activities are non superannuable.

4. Basic Salary And Pay Thresholds

Your basic salary has been calculated in accordance with the provisions of Annex A [or B] (defined within your letter of appointment). Annex A relates to Clinical Academics whose first appointment to a post on the consultant, or a consultant equivalent, grade was on or before 31 January 2004, and Annex B to those whose first appointment to a post on the consultant, or consultant equivalent, grade was on or after 1 February 2004. Your basic salary includes any additional 'seniority' credited to take into account relevant experience that is equivalent to consultant level (Note: normally, but not exclusively, senior lecturer, reader or professorial level experience) and any relevant academic dual qualifications. The University has set your starting salary in consultation with your honorary employer(s).

The duties under your honorary NHS contract will count towards pay progression in accordance with the provisions of Annex D.

The value of each pay threshold (at 2003/04 rates) and the number of years' service normally required before you become eligible for pay thresholds are set out in Annex A [or B].

Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the first day of the calendar month nearest the anniversary of transfer to or commencement of the contract (or appointment, if first appointment on the consultant, or consultant equivalent grade was on or after 1 February 2004). This is for administrative purposes only and will be without detriment to the level of seniority on which you transfer or commence, or upon leaving this employment, your final salary payment.

Your basic salary, together with any payments for additional Programmed Activities, includes payment for all Contractual and Consequential Services.

Salary is payable monthly in arrear from the date of your taking up duties. Payment of salary for part-time staff is pro rata.

5. Criteria For Pay Thresholds

The criteria for pay thresholds are set out in **Annex D**. These criteria are consistent with those applied to substantive NHS consultant contracts and no additional criteria will affect pay progression.

Following your integrated Job Plan review your University manager and your NHS clinical manager (for the purposes of your honorary contract) will submit a report jointly recommending a decision about your pay progression to the Pro-Vice-Chancellor of the Faculty of Medicine, Dentistry and Health or his/her nominee. This will be copied to you and the Chief Executive of the NHS organisation where you hold your honorary contract.

The University will make the final decision on pay progression, having consulted with your NHS employer(s). Where one, or more, of the criteria for pay progression is not achieved in any year, the University will have the discretion to decide, where appropriate (for instance because of ill health), that you should nonetheless be regarded as having met the criteria for that year.

You have the right of appeal against a decision that you have not met the criteria in respect of any given year. In the event of an appeal, it will be the University's responsibility to show why this decision was taken drawing, as necessary, on the views of your honorary employer(s). An appeal framework is set out in **Annex E**.

6. Process for award of Pay Thresholds

When you become eligible for a pay threshold by virtue of fulfilling the required number of years' service set out in **Annex A [or B]**, you will receive that pay threshold provided that the University and your honorary employer(s) decide that you have met the necessary criteria (**Annex D**) in each year since the award of the previous threshold or, in the case of your first pay threshold, since the commencement of this contract.

Where it is decided in any one year that you have not met the necessary criteria, the award of the appropriate pay threshold will be deferred for one year beyond the date on which you would otherwise have received the threshold. Provided the University and your honorary employer(s) decide that you have met the criteria in the intervening year, the date on which your salary will increase to take account of the threshold will be in accordance with the provisions of paragraph 3 (d) above.

7. Pay Uplift

Your basic salary and the value of any supplements will be uplifted in line with the recommendations of the Universities and Colleges Employers Association's Clinical Academic Staff Advisory Group (CASAG) which advises Universities on the Government's implementation of the recommendations of the Review Body on Doctors' and Dentists' Remuneration (DDRB) for NHS consultants. The rates will be uplifted from 1 April or on such other dates/at such other intervals as may be varied from time to time in line with the Government's implementation of the DDRB recommendations and its translation by the CASAG.

The rates of pay set out in Annex A and Annex B to this contract are at 2003/4 rates. The rates were increased by 3.225 per cent from April 2004 and by a further 3.225 per cent from April 2005, 1 per cent from April 2006, and a further 1.2 per cent from November 2006.

8. Pay Supplements

Payment for Additional Programmed Activities

Please see paragraph 3.

Distinction Awards, Discretionary Points and Clinical Excellence Awards

You are entitled to be paid a Distinction Award or a Clinical Excellence Award where the Advisory Committee on Distinction Awards or the Advisory Committee on Clinical Excellence Awards has recommended that you receive an award. Alternatively, you are entitled to be paid Discretionary Points or a Clinical Excellence Award where your honorary employer(s) have made a local award. Distinction Awards, Discretionary Points and Clinical Excellence Awards will be paid by the University on behalf of the NHS at the rates set out in the latest Pay Circular issued by NHS Employers.

On-Call Availability Supplement

If you are required to participate in an on-call rota as part of your duties for your honorary employer(s), the University will pay you a supplement (in addition to your basic salary) on behalf of your honorary employer(s). The supplement will be paid in accordance with, and at the appropriate rates according to, the terms and conditions of your honorary contract.

Premium Time

The provisions of **Annex F** will apply to recognise the unsocial nature of clinical work contracted in Premium Time and the flexibility of clinical academics working at these times.

Other Payments and Allowances

The University, at its discretion, may make certain other payments and allowances.

9. 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 transferrable from one leave year to another.

The annual leave entitlement for full-time staff is 6 calendar weeks (including two statutory days of leave, to be taken as annual leave), exclusive of statutory bank holidays and 3 closure days, in any one calendar year beginning on 1 October. Where an individual has held the Consultant grade for more than 7 years, their Annual Leave entitlement increases to 6 weeks and 2 days. Holidays shall be taken by agreement with your Head of Department or their nominee. 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 entitlement for Part-time staff.

On termination of your employment, you will be entitled to take paid holiday or payment in lieu of holiday to cover any outstanding entitlement for the period you have worked during the leave year. Payment in lieu of holiday will not be made where agreement is made with a new employer to take over responsibility for accrued holiday entitlement.

10. 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.

11. 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.

12. Study Leave

In accordance with the University's qualifying arrangements, you may be eligible for Study Leave for the purpose of furthering research or other study related to your duties in the University. Clinical Academic staff are responsible for liaising with the relevant NHS Trust to ensure their clinical duties can be covered for their period of study leave and for communicating their study leave dates when approved.

13. Consultancy

It is the University's policy to encourage members of the academic staff to undertake a reasonable amount of consultancy work.

You are entitled to request approval for up to 35 days of paid outside consultancy work in any academic year. Approval to undertake such consultancy shall not normally be withheld by Heads of Departments providing the work involved is in the general interests of the University.

Requests to undertake more than 35 days of consultancy work should be submitted to the Head of Department and final approval will be given by the Vice-Chancellor. If approval for more than 35 days is given, the fees received in excess of 35 days shall be the subject of individual negotiation: the share of the consultancy income accruing to the University and Department shall not normally be less than 50% of the fee for the days beyond 35. Subject to the provisions of Annex C of these terms and conditions, you may not carry out private professional services during your clinical Programmed Activities.

14. Training and Development

You are required to participate in the Joint Clinical and Academic Appraisal Scheme 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.

15. 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.

16. Confidential Information

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

17. 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 that are in line 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.

18. 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 you 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.

19. 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.

20. 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. Copies of the University's Maternity and Adoption Leave Schemes are available from the Department of Human Resources.

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.

21. Sickness Absence Management

Notification

Sickness absence should be reported in accordance with the University of Sheffield Sickness Absence Management Policy. Staff are required to directly notify the University of all absences whether from clinical or academic duties.

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 are 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 Pay and Pensions Office.

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

21. 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's formal procedure as contained within the University's 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.

22. Grievance Procedure

Should you wish to seek redress of any grievance relating to University/academic matters there is a formal procedure as contained within the University Statutes that you may follow. Should you wish to seek redress of any grievance relating to clinical / Trust business you should follow the appropriate Trust grievance procedure.

Attempts should always be made to resolve grievances by informal means in the first instance.

23. 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 will be 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.

24. 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.

25. Professional Registration

It is a condition of your appointment that you are, and remain either a registered dental practitioner and/or a fully registered medical practitioner and are included on the Specialist Register held by the General Dental Council (GDC) and/or the Specialist Register held by the General Medical Council (GMC), and continue to hold a licence to practise. If there is any change to any of the above you are required to advise the Director of Human Resource Management immediately. As these are essential to the proper performance of the post duties, if revoked or terminated for whatever reason the University will need to review your substantive contract.

26. 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 are not covered by the Crown Indemnity Scheme and clinical academic staff are therefore required as part of their terms and conditions of service to take out appropriate Professional Defence Organisation cover.

27. 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 Service 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.

28. University of Sheffield Stakeholder Pension Plan

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

29. Retirement

You are required by Statute to retire from your post on 29 September following the date on which you attain the age of 65 years unless the Council by a vote of at least one-half its total members shall request you to continue for a period not exceeding five years after which retirement will be compulsory.

30. Notice Periods

Appointments are terminable at any time by three months' notice from either side, the notice taking effect (except in the case of non-teaching staff) at the end of a University Semester. However subject to mutual agreement the requirements for the notice to take effect at the end of a Semester may be waived.

31. 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 make any offer to, or to notify any change in the terms and conditions of appointment of, any new or existing member of staff. If any other member of staff purports to make any offer or effect any change in the terms and conditions of appointment as aforesaid, the University will not be bound by any such offer or change.

Ms R A Valerio
Director of Human Resource Management
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