



## Terms And Conditions Of Service.

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.

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.

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### **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. Incremental Pay Progression for Non-Clinical Staff**

Incremental pay progression is awarded on 1 January in each calendar year with a normal expectation of progression up to the top of the normal salary range.

Staff commencing employment between 1 January and 30 June may expect to receive incremental pay progression on 1 January in the following calendar year (e.g. a member of staff commencing employment on 1 February 2006 may expect to receive incremental pay progression on 1 January 2007).

Staff commencing employment between 1 July and 31 December may expect to receive incremental pay progression on 1 January following the anniversary of their appointment (e.g. a member of staff commencing employment on 1 October 2005 may expect to receive incremental pay progression on 1 January 2007).

#### **3. Removal Expenses**

Removal expenses are paid in accordance with the University's Financial Directives.

#### **4. 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.

#### **5. Training and Development**

You are required to participate in the Staff Review and Development 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 Staff Review. You are also required to attend courses, as appropriate, to enable you to carry out your job effectively.

#### **6. 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.

#### **7. 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.

#### **8. 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.

#### **9. 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.

## **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. 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.

## **13. 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.

## **14. 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.

## **15. 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

**16. Disciplinary Procedure**

If the need for disciplinary action should arise, this will be carried out in accordance with The University of Sheffield Disciplinary Procedure for all University Staff.

**17. Grievance Procedure**

Staff are encouraged to seek an informal resolution to any grievance concerns or complaints they may have. However if the staff member wishes to raise a formal grievance in relation to their employment they should do so in writing in accordance with the University of Sheffield Grievance Procedure for all University Staff.

**18. Retirement**

The normal retirement age for University staff is age 65.

**19. Changes to the Terms and Conditions of Service**

No member of the University apart from the Director of Human Resources 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.

## **1. Grade Related Terms and Conditions of Service**

### **Grades 1, 2, 3, 4 and 5**

#### **1. Hours of Work**

The standard working week for full-time staff is 35 hours normally worked over 5 agreed days. Any hours worked on days 6 and 7 are paid at premium rates.

#### **2. Overtime and Premium Rates**

All hours worked up to and including 40 hours are paid at time. Hours worked in excess of 40 hours are paid at time and a half.

All paid overtime must be agreed in advance and may be taken as time-worked off in lieu.

The following premium rates apply:

- Work undertaken between 10.00pm and 6.00am is paid at 1.3 × hours unless a shift allowance is being paid.
- All hours worked on the 6<sup>th</sup> worked day of the week are paid at 1.5 × hours.
- All hours worked on the 7<sup>th</sup> worked day of the week are paid at 2.0 × hours.
- All hours worked on University closure days are paid at 2.0 × hours.
- All hours worked on Bank Holidays are paid at 2.0 × hours (plus time-worked off in lieu).

#### **3. Payment of Salary**

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

Payment is made for contracted hours of work only and excludes lunch breaks except where staff are required to be available during meal times. Such an arrangement is to be regarded as exceptional.

#### **4. 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 27 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.

#### **5. Pension Scheme Membership**

##### **The University of Sheffield Pension Scheme**

If you meet the Government's automatic enrolment criteria, you will automatically be entered into the University of Sheffield Pension Scheme (USPS). The scheme operates on a salary sacrifice basis from the fourth month of membership unless you elect to opt out. If you do not automatically become a member of the scheme, you may elect to join the scheme at any time. Further details are available on the University's pension web pages.

**6. Notice Periods**

If you wish to terminate your employment, you are required to give four weeks notice in writing to the Director of Human Resource via your Manager, clearly stating the date on which your employment will end.

Staff with up to four years continuous service are entitled to receive four weeks notice from the University and for each completed year of service thereafter, a further one week of notice up to a maximum of twelve weeks.

## Grade 6

### 1. Hours of Work

The standard working week for full-time staff is 35 hours normally worked over 5 agreed days. Any hours worked on days 6 and 7 are paid at premium rates.

### 2. Overtime and Premium Rates

All hours worked up to and including 40 hours are paid at time. Hours worked in excess of 40 hours are paid at time and a half.

All paid overtime must be agreed in advance and may be taken as time-worked off in lieu.

The following premium rates apply:

- Work undertaken between 10.00pm and 6.00am is paid at 1.3 × hours unless a shift allowance is being paid.
- All hours worked on the 6<sup>th</sup> worked day of the week are paid at 1.5 × hours.
- All hours worked on the 7<sup>th</sup> worked day of the week are paid at 2.0 × hours.
- All hours worked on University closure days are paid at 2.0 × hours.
- All hours worked on Bank Holidays are paid at 2.0 × hours (plus time-worked off in lieu).

### 3. Payment of Salary

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

Payment is made for contracted hours of work only and excludes lunch breaks except where staff are required to be available during meal times. Such an arrangement is to be regarded as exceptional.

### 4. 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 27 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.

### 5. Pension Scheme Membership

Subject to the rules of the Universities Superannuation Scheme (USS), and if you meet the government's automatic enrolment criteria, you will automatically become or continue as a member of the scheme. The scheme operates on a salary sacrifice basis from the fourth month of membership unless you elect to opt out. Further details are available on the University's pension web pages.

### 6. Notice Periods

If you wish to terminate your employment, you are required to give four weeks notice in writing to the Director of Human Resource via your Manager, clearly stating the date on which your employment will end.

Staff with up to four years continuous service are entitled to receive four weeks notice from the University and for each completed year of service thereafter, a further one week of notice up to a maximum of twelve weeks.

## Grade 7, 8 and 9

### 1. Hours of Work

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

### 2. Overtime and Premium Rates

Overtime and premium rates of pay are not available to staff on Grades 7 to 9.

### 3. Payment of Salary

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

### 4. 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.

### 5. Pension Scheme Membership

Subject to the rules of the Universities Superannuation Scheme (USS), and if you meet the government's automatic enrolment criteria, you will automatically become or continue as a member of the scheme. The scheme operates on a salary sacrifice basis from the fourth month of membership unless you elect to opt out. Further details are available on the University's pension web pages.

### 6. 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).



## Grade 8 and 9 (Lecturers, Senior Lecturers and Readers)

### 1. Hours of Work

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

### 2. Overtime and Premium Rates

Overtime and premium rates of pay are not available to staff on Grades 7 to 9.

### 3. Payment of Salary

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

### 4. 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.

### 5. Pension Scheme Membership

Subject to the rules of the Universities Superannuation Scheme (USS), and if you meet the government's automatic enrolment criteria, you will automatically become or continue as a member of the scheme. The scheme operates on a salary sacrifice basis from the fourth month of membership unless you elect to opt out. Further details are available on the University's pension web pages.

### 6. 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.

### 7. 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 President and 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.

**8. Academic Probation.**

Appointments are probationary and include three academic years with the possibility of extension to four sessions in exceptional circumstances. Previous relevant experience may be recognised as part of the period of probationary service. The length of probation will be stated in your letter of appointment.

Probationary appointments are reviewed at the end of each full academic year during probation. Appointments are confirmed following satisfactory completion of prescribed periods of probationary service.

Ability in research and teaching is a condition for retention of probationary appointments and for confirmation of lectureships.

**9. Notice Periods**

Appointments are terminable at any time by three months notice from either side, the notice taking effect 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.

## Clinical Staff

### 1. Hours of work

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

### 2. Overtime and Premium Rates

Overtime and premium rates are not available.

### 3. 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.

### 4. Incremental Pay Progression

Incremental pay progression is payable as follows:

Staff commencing employment between 1 October and 31 March inclusive may expect to receive incremental pay progression on the following 1 October with incremental pay progression on each 1 October thereafter.

Staff commencing employment between 1 April and 30 September inclusive may expect to receive incremental pay progression on 1 October in the following calendar year with incremental pay progression 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 incremental pay progression.

### 5. 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.

### 6. Pension Scheme Membership

Subject to the rules of the Universities Superannuation Scheme (USS), and if you meet the government's automatic enrolment criteria, you will automatically become or continue as a member of the scheme, or continue as a member of the National Health Service Pension Scheme. The scheme operates on a salary sacrifice basis from the fourth month of membership unless you elect to opt out. Further details are available on the University's pension web pages.

## **7. 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 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.

## **8. 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. Should you wish to seek redress of any grievance relating to clinical / Trust business you should follow the appropriate Trust grievance procedure.

## **9. 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.

## **10. 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.

**May 2017**

**11. 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.

**12. 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).