

TERMS OF EMPLOYMENT

CLINICAL ACADEMIC, RESEARCH ONLY & TEACHING ONLY POSTS

Preliminary Notes

This contract is intended for use for Consultant Clinical Academic doctors and dentists appointed to consultant-level posts, for Senior Academic GPs appointed to Associate Professor level and for teaching only or research only clinical academic appointments on NHS salary scales. Clinical Academic appointments would normally hold honorary contracts with a partner NHS organisation.

Except where otherwise stated these terms govern appointment to Academic, Research only and Teaching only staff.

The appointments of all clinical academic members of staff are made jointly between the relevant NHS Organisation and the University of Warwick, and are subject to the Charter, Statutes, Ordinances and Regulations of the University, which the University may amend or vary from time to time in conjunction with the Privy Council where required, and to the agreements reached from time to time between the University and the relevant Trade Union referred to in the Procedure Agreements, and those made between the NHS and their relevant negotiating bodies.

1. Position/Role

This is set out in your letter of appointment.

It is a requirement of your role that you hold an honorary contract with an NHS organisation. Should the honorary contract be withdrawn or otherwise come to an end, the appointment with the University will be reviewed. Proof of your honorary contract is required within three months of your start date by providing a copy to Human Resources (please note this requirement does not apply to staff below the level of consultant).

2. Main Duties

These are set out in your letter of appointment, job description, or as reasonably required by your Head of Department or Line Manager from time to time.

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 included in a single, integrated job plan in accordance with the Consultant Clinical contract (England) 2003 (version 9 March 2013).

In respect of your academic duties you will report ultimately to the Dean of Warwick Medical School and in your clinical duties you will report to the Medical Director of your NHS Trust.

The University reserves the right to ask you to undertake other work activities on behalf of the University in line with your grade as may be reasonably required from time to time.

3. Date of Start of Employment & Continuous Employment

These are set out in your letter of appointment, as appropriate.

4. Grade of Post

This is set out in your letter of appointment. The University operates a single job evaluation scheme. The generic requirements and grading of Academic, Research only and Teaching only posts are outlined in the University's generic role profiles for Academic, Research only and Teaching only posts as developed, agreed and amended from time to time between the University and the relevant Trade Unions.

The University's procedures for academic progression and promotion are outlined in the academic promotion guidelines as amended from time to time, which can be found on the University's Human Resources (HR) website.

5. Eligibility to Work in the UK

Your employment with the University is subject to you providing the required documents evidencing your eligibility to work in the UK.

If you do not have eligibility to work in the UK, your appointment will be conditional upon the University sponsoring you under Tier 2 of the Points Based System.

Further information on eligibility requirements can be found on the HR Immigration web pages.

6. References/Proof of Qualifications

The offer of appointment from the University may be conditional upon the receipt by the University of satisfactory written references and proof of qualifications. If, for any reason, the University has not received satisfactory references and/or proof of qualifications by the start of your appointment, your appointment to the University will remain conditional and the University may elect to terminate your offer of employment without notice, or the University may agree a revised date by when it must receive satisfactory references and/or proof of qualifications.

For academic, research only and teaching only posts you will be required to provide three references. The exact requirements for proof of qualifications for any given post will be determined in each case by the Chair of the appointing panel or Head of Department/Line Manager.

7. Disclosure and Barring Service Checks/Revalidation/Data Protection

It is a condition of your appointment that Clinical Staff are registered with the GMC, have appropriate Disclosure and Barring Service (DBS) clearance, have appropriate cover from a medical defence organisation and provide information regarding the revalidation date, responsible officer and appraisers. Proof of such will be required on appointment and audited periodically. You have a duty to inform the University of any change to the status of registration, revalidation, cover or criminal records. Any change to status may result in immediate suspension or termination of your contract of employment without notice.

The offer of appointment to this post is subject to a satisfactory (DBS) check and, if for any reason a satisfactory check has not been obtained by the start of your appointment, your continued employment will be subject to a satisfactory DBS check. Should your record subsequently change, you are required to inform us of the change. Any change in the status of your DBS check may result in your dismissal with or without notice.

Under the provisions of the Data Protection Act 1998, the University of Warwick will not share your personal data with unauthorised third parties without your explicit consent.

The University of Warwick and your NHS employer would like to share some of your personal data with each other in order to facilitate improved joint working, i.e. for joint appraisals and other relevant purposes, as well as to fulfil the recommendations contained within the Follett Report. Any personal data shared in this way will be transferred securely between employers and will be only that data required to fulfil the purposes of joint working. In working under the terms of this contract, you give us your express consent to share your data in this way.

8. Research Governance Framework (RGF)

All employees are required to comply with the standards set out in the Research Governance Framework (RGF) for Health and Social Care (2005) issued by the Department of Health. This relates to any clinical or non-clinical research, undertaken by University staff within the health and social care systems. The framework is of direct relevance to all those who host, conduct, participate in, fund, and manage health and social care research. It is not restricted to investigators, managers, or to any one professional group. All service and academic staff, no matter how senior or junior, have a role to play in the proper conduct of research. The latest version of the RGF may be found on the Department of Health website.

9. Medical condition

The University reserves the right to require you to complete a medical questionnaire, eye test and/or undergo a medical examination as a condition of an initial appointment and, if considered necessary, to an future internal transfer to a different post.

If you are in contact with patients, you are required to comply with the University's screening and testing arrangements for Hepatitis B, and any other testing or screening required now or in the future by the University/NHS Trusts/Authorities/other appropriate medical authorities.

10. External Funding

If your employment is dependent on funding from an external body or organisation, details will be set out in your letter of appointment. If this is the case, your appointment and ongoing employment will also depend on the continued availability of funding as specified in your letter of appointment. If employment is terminated this will be subject to the notice period specified in Section 11 'Termination/Notice Period'.

For the avoidance of doubt, if your role is indefinite, but linked to fixed term funding, your ongoing employment will be subject to further funding being secured from external sources.

11. Termination/Notice Period

For staff in indefinite roles

Your appointment may be terminated by either you or by the University with three (3) months' written notice, to expire at the end of a University Term (i.e. on 31 December, 31 March or 30 June). However, termination can take effect at the end of the Summer Vacation, provided notice is given by 1 June. If you give notice after 1 June, then your notice period will end on 31 December as outlined above.

The University reserves the right to require individuals to work their full notice unless otherwise agreed in writing by the Head of Department. Your notice in writing must be sent to the Registrar with a copy to your Head of Department.

For staff on fixed term contracts

If you are appointed for a fixed term, this will be set out in your letter of appointment. For fixed-term appointments, the rights on notice of termination as outlined above apply only during the period of the fixed term and will terminate no later than the end of the fixed term, but if no further notice is given your employment will automatically terminate at the end of the fixed term.

Maternity Leave Cover

If your appointment is to cover a member of staff who has gone on maternity leave, the appointment may be terminated earlier than the original end date, if the maternity leaver decides that they wish to return to their job earlier than originally indicated. Similarly, should the maternity leaver request to extend their period of leave for longer than originally intended you may be offered an extension to your fixed term contract.

12. Probationary Period

A probationary period may apply to your appointment and if so is set out in your letter of appointment. The probationary requirements and procedures for Academic, Research and Teaching posts are set out in a separate University policy, as amended from time to time, which can be found on the University's HR web-site.

It is expected that you will successfully complete your probationary period, but where this is not the case, either your appointment may be terminated with due notice or, exceptionally, your probationary period extended. In any case where the appointment is not confirmed because you have not successfully completed your probationary period, you may appeal against the decision and have the right of representation in line with the probationary procedures for your post.

Probationary periods for academic staff and conditions applying are set out in Regulation 4 of the University Calendar.

Fixed term appointments

If your appointment is for a fixed-term period, which is less than the standard probationary period for your post, your probationary period may be extended in line with usual probationary requirements if your contract of employment is extended.

13. Place of Work

Your normal place of work is one of the campus locations of the University of Warwick and/or one of its partner NHS organisations. If your normal place of work is not within these sites, this will be stated in your letter of appointment.

The University may request that you change your normal place of work to such other premises of the University or partner NHS organisation, or any other location as may reasonably be required in order to fulfil the duties and requirements of the post. This may be on either a temporary or indefinite basis.

14. Residence/Relocation

You must live within a reasonable travelling distance of your place of work in order to fulfil all of the duties and responsibilities of your role. The University has a relocation policy, for which you may be eligible, details of which can be found on the University's HR website. Please contact your department for further assistance.

15. Hours of Work

There are no normal hours of work specified for Academic, Research only and Teaching only posts. The duration of your working time is largely not measured or pre-determined and can be self-determined to a significant extent. You are expected to work such hours as are necessary to meet the responsibilities of your position and while not bound by the provisions of the Working Time Regulations' limits on average working hours, you are not expected to work excessive hours. If you find that you are regularly working excessive hours you should bring this to the attention of your Head of Department.

The University operates its activities over seven (7) days.

For Consultant Clinical Academic doctors and dentists appointed to consultant-level posts, for Senior Academic GPs appointed to Associate Professor level the notional working week is 40 hours, and you are not eligible for overtime payments.

For teaching only or research only clinical academic appointments on NHS salary scales. The notional working week is 36.5 hours, and you are not eligible for overtime payments.

You may be requested to work on Saturday or Sunday if necessary. Your actual time of starting and finishing work will be determined by your Head of Department or Line Manager.

16. Salaries and Increments

Your starting salary and increment date is specified in your letter of appointment.

Your salary will normally be paid on the 24th day of each month or the preceding working day by BACS transfer into a bank account nominated by you. It is your responsibility to notify the Payroll Office in writing of any changes to your bank details.

17. Pension

With effect from the first day of employment, staff in clinical posts will automatically be enrolled into Universities Superannuation Scheme (USS). (Please see below if you are eligible for the NHS Pension Scheme).

Full details of USS may be obtained from Pensions Administration in Human Resources. Your membership of, and rights, under USS are subject to the rules of USS from time to time in force and at the discretion of the Trustees of USS.

Alternatively, if you have contributed to the NHS Pension Scheme in the 12 months prior to appointment with the University, you are eligible to continue membership of this scheme. Your potential membership of, and rights, under NHSPS are subject to the rules of NHSPS, from time to time in force and at the complete discretion of the Trustees of NHSPS. If you are eligible for NHSPS please inform Pensions Administration hr.pensions@warwick.ac.uk before you commence employment so that you can be put into the correct scheme on commencing employment.

Salary sacrifice

You will also automatically be entered into a salary sacrifice arrangement in order to pay your contributions to USS. Under this arrangement, your base salary will be reduced by an amount equal to the amount of your pension contributions and the University will pay an amount equal to your pension contributions to USS on your behalf.

Full details relating to the relevant salary sacrifice arrangement for your scheme may be obtained from Pensions Administration in Human Resources.

Opting-out

If you wish to opt-out of USS or opt-out of the salary sacrifice arrangement on or after your first day of employment, you should do so following the instructions set out in the relevant letter or USS guide.

Auto Enrolment

If you opt out of USS, under government pension legislation (auto enrolment) the University may be required to re-enrol you automatically into an appropriate workplace pension scheme in the future. You will be informed at the time if this applies to you.

Lifetime Allowance

You need to inform the University if you have Lifetime Allowance protections. Although you remain responsible for your own tax position, the University and the relevant pension scheme will need to be aware. If you inform the University that you have Lifetime Allowance protections, you may not be enrolled into pension savings.

18. Development and Performance Review/Training

The University has implemented agreed a joint clinical appraisal process with its NHS organisation partners. This is an annual process and is consistent with the values and principles of the University of Warwick Development and Performance Review Process. It applies to all staff, and you are expected to participate in it.

The purpose of Development and Performance Review in the University is broadly to provide a regular, supportive review of the performance, potential and development needs of staff. It creates an opportunity for you and your Head of Department/Line Manager to take an overall view of your progress, to look back on your achievements during the review period, and to consider your training and development needs. It incorporates an appropriate range of assessment, informal but structured interviewing and directive counselling. You are expected to undertake any agreed learning and development outcomes from the review in accordance with the University's training and development plan.

If required you must participate in any general mandatory training/development activities during your employment. Wherever possible any training identified will be arranged within your normal working hours.

Further information on the policy and procedures for Development and Performance Review and joint clinical appraisal, as amended from time to time, can be obtained from your Head of Department or Line Manager, link HR Adviser or from the University's HR website.

19. Study Leave

You may be eligible to apply for a period of study leave during your employment. Further details on study leave can be found on the HR website under Study Leave Guidance, or contact the Academic Processes Team in HR for more information.

Academic Staff

Academic Staff may apply for a period of study leave, on the basis that they accrue one (1) term for every six (6) terms worked. The maximum period of leave is one (1) year, subject to their fulfilment of conditions specified in the Study Leave Guidance.

Research-only Staff

Research Staff at the University with a period of three or more years' continuous service and subject to support for the application from the department shall be entitled to apply for Study Leave.

Research staff accrue eligibility to apply for 10 weeks' leave every two years, details can be found in the Study Leave Guidance.

Teaching-only staff

Teaching-only staff may apply for a period of study leave under the conditions specified in the Study Leave Guidance

20. Holiday Entitlement

Your annual leave entitlement is 34 working days in each leave year (pro rata to hours worked for part-time staff).

From the annual leave entitlement outlined above, the University may require you to take a number of customary days or specific shutdown periods as specified by the University or your Head of Department/Line Manager from time to time, plus eight (8) statutory days, pro rata to hours worked for part-time staff.

Holidays must be taken only by prior agreement with your Head of Department/Line Manager and at times convenient to the University. Academic and Teaching-only members of staff are expected normally to take their annual leave entitlement outside of the University term times.

The University's leave year runs from 1 October to the following 30 September Any annual holidays which have not been taken by 31 March in the calendar year following the leave year shall lapse.

If you give notice of termination of your employment you should, before you leave, take any accrued but untaken annual holidays proportionate to the period of actual service completed in the current leave year.

If, with the prior permission of your Head of Department/Line Manager, you are unable to take some or all the accrued holiday before you leave, you will be paid in lieu of the accrued but unused holiday entitlement on the termination of your employment.

The University is entitled to make a deduction from any payments made and due to you at the end of your employment for each day's holiday taken in excess of your entitlement.

Further details of the University's policy on holiday including arrangements for term-time-only staff can be found on the HR website.

21. Sickness Notification and Sick Pay Entitlement

The policies and procedures for the management of sickness absence are contained in a separate policy as amended from time to time, and they can be found on the HR website.

It is your responsibility to notify the University of periods of sickness absence in accordance with the Sickness Management Policy.

Your entitlement to sick pay is summarised in the table below.

Year of Service	Full Pay	Half Pay
During first year of service	3 months	3 months
Second year of service	4 months	4 months
Third year of service	5 months	5 months
Fourth year and thereafter	6 months	6 months

Your overall entitlement to University sick pay is determined by your service at the first date of absence, less any days that have been taken as sick in the twelve (12) months immediately prior to the first date of absence.

You are entitled to University sick pay and statutory sick pay only if you comply with all of the University requirements on sickness notification and if you are genuinely ill. If the University reasonably concludes that you have not complied with the notification requirements or that your illness is not genuine, it is not obliged to pay you sick pay. If so, you will be notified of this, including a statement of the grounds of the decision.

When you are off work with sickness, or if your health appears to be affecting the performance of your duties, the University is entitled to require you to submit yourself to a medical examination of the University's choosing. This process may be managed through a referral to Occupational Health, details of which are contained in the University's Sickness Management Policy.

If you are a member of USS or NHSPS, the provisions relating to ill health retirements are determined by the pension scheme rules. Further information is contained in the University's Sickness Management Policy, or is available from the pension provider.

After your sick pay entitlement is exhausted in any rolling year, any sickness absence in the three (3) months following your latest return to work (after any agreed phased return period) will be unpaid. At the end of this fixed three (3) month period your entitlement to University sick pay will be restored subject to the standard qualifications outlined above.

22. Disciplinary and Grievance

The disciplinary and grievance procedures that apply to Academic, Research-only and Teaching-only Staff are governed by the relevant University Statute and by procedural Ordinances approved by the

University to implement the Statute, and which the University may vary or amend from time to time. These are contained in the University Calendar, which can be found on the University's website, or via a hard copy, which is held by your Head of Department/Line Manager.

23. University Financial Regulations

All members of staff are required to comply with the University's Financial Regulations as amended from time to time at the discretion of the University. Copies of the University's Financial Regulations can be found on the Finance website or via your Head of Department. If you fail to comply with the University's Financial Regulations, you may be subject to disciplinary action under the disciplinary policy.

24. Health and Safety/Uniform

You have a statutory duty to observe all health and safety rules and to take all reasonable steps to promote the health and safety at work of yourself and work colleagues. Breaches of the University health and safety policy may be subject to disciplinary action.

You may be required to wear protective clothing as part of your role. Where the University provides protective clothing and/or safety equipment you must wear/use such items whilst undertaking your role.

To help you avoid eye strain the University offers you a free eye test with the University's nominated optician if the post offered involves working with a computer display screen or VDU. You should contact Human Resources to arrange this. Further free examinations will be available at three-yearly intervals while you continue to use display screen equipment.

25. Other Policies and Procedures

There are a significant number of other policies and procedures which apply to employment at the University. The policies and procedures can be found via the HR web pages on the University's website and will be updated from time to time at the discretion of the University or in agreement with Trade Unions (if appropriate).

If you do not have access to a PC, please contact your Head of Department or Line Manager for PC access to review the relevant University policies or to receive a hard copy.

You must familiarise yourself with all the relevant policies and procedures (including the others specifically referred to in this contract, such as the disciplinary and grievance, and health and safety procedures) within the first three (3) months of employment, and at all times abide by the requirements of all relevant policies.

If you have any questions about your obligations under any University policy, you should contact your Head of Department/Line Manager or your link HR Adviser.

If you wish to receive any specific policies prior to commencing employment at the University, please contact your line manager or contact the HR Adviser named on your letter of appointment.

26. Trade Union Recognition Procedure Agreement

The University currently recognises a number of Trade Unions as the appropriate Trade Unions with which to conclude collective agreements for staff. These are UCATT, UCU, Unison and Unite.

All current and future local collective agreements agreed under the Procedure Agreement, and all current and future relevant national collective agreements (agreed between relevant unions and joint negotiating bodies) that the University adopts, have contractual effect and will apply to all staff whether they are a member of the relevant Trade Union or not.

Terms and Conditions that govern clinical academic appointments are negotiated through NHS organisations and their relevant professional bodies. Further information can be found at the NHE Employers website.

27. Retirement

Unless otherwise specified in your letter of appointment, there is no normal retirement age which applies to your employment. The University may however terminate your employment, in accordance with the notice provisions set out in your terms and conditions, for any reason unrelated to retirement which would apply to any employee. Your pension and retirement rights under the Universities' Superannuation Scheme (USS) are entirely separate, and are at all times governed by the rules of the USS in force and as amended from time to time.

For the current rules of the NHS Pension Scheme, please check with NHSPS.

28. Outside Work

You must obtain prior written approval from the Vice-Chancellor before you take on any paid external commitments (other than external examinerships) which may conflict with your duties.

(For Academic, Research-only and Teaching-only posts below level 9 in the University's grading structure, the Vice-Chancellor has delegated this authority to Heads of Department.)

It is your responsibility to assess whether prior approval is required. If you do not obtain the required prior approval, and/or if you wrongly assess that prior approval is not required, the University may take disciplinary action against you when it becomes aware of the potential conflict. The obligations in this paragraph are in addition to any other obligations on Conflicts of Interests set out in the University's Financial Regulations and associated Financial Procedures.

In line with the University's Financial Regulations, the University maintains a register of external interests of staff where these could represent a conflict of interest with University activities or professional responsibilities. You must declare any interest which could represent a conflict of interest in the appropriate register as set out in the Financial Regulations, copied to your Head of Department (or, if you are a Head of Department, to the Registrar) and keep your entries updated accordingly as and when any change in circumstances occurs. The University's Financial Regulations and Financial Procedures can be found on the University's Finance website, and hard copies can be obtained from the Finance Department

Clinical Academics are also bound by additional requirements regarding external/additional and private work. Details on external and additional work are to be found on the NHS Employers website.

29. General Obligations

You must perform your duties with good faith and diligence and undertake all reasonable and lawful instructions the University gives you.

30. Confidentiality

You agree that, both during and at any time after the termination of your employment, you will not (except in the proper course of your duties or services to the University) use, copy, divulge or communicate to any person, firm, employer or organisation any Confidential Information about the University or about any of the University's students, staff, suppliers, agents, customers, funding bodies, collaborators, organisations, or other stakeholders including those in respect of which the University owes an obligation of confidence to a third party as may be drawn to your attention from time to time.

"Confidential Information" means

(a) trade secrets and details of and information relating to the University's employees and workers, students, customers, agents, suppliers, funding bodies, and other stakeholders, and any information for which the University has a duty of confidentiality to a third party including patients;

(b) any information, the release of which would damage the University's commercial interests, endanger staff or students, together with any information which is legally privileged.

Both during your employment and for a period of twelve (12) months after the termination of your employment (or such longer period as required by statutory obligation) you must

(a) not (except in the proper course of your duties or services to the University) use, copy, divulge or communicate to any person, firm, employer or organisation any Confidential Information;

(b) not without proper authority remove any Confidential Information from the University's premises;

(c) if the University requests, electronically delete or otherwise destroy all Confidential Information in your possession or under your control and destroy all other documents and tangible items (including back ups and/or extracts of them) in your possession or under your control which contain or refer to any Confidential Information.

This restriction does not apply to Confidential Information which comes into the public domain (other than through your unauthorised disclosure or that of a third party) or which is revealed as required by law.

31. Garden Leave

The University reserves the right, at its sole discretion, to require employees who have resigned with or without the appropriate notice, or who have been given notice to terminate their contract by the University, not to attend their place of work and/or not to undertake all or some of their duties for all or part of the notice period.

In these circumstances, your contract will continue in force until the end of the notice period, and you will continue to receive full pay and other contractual benefits in the normal way until the effective date of termination. You will remain bound by all the obligations and restrictions set out in your contract of employment (including any confidentiality clauses and restrictive covenants contained in your contract), save the duty to attend work where not required. You must, within reason, remain available to be contacted by the University.

Under such circumstances, you will not be permitted to take up employment elsewhere during the notice period (whether that be paid or unpaid) without the prior agreement of the University.

The University reserves the right to allocate the duties and/or responsibilities of your post to a third party during the period of garden leave and to request you to undertake other appropriate work activities.

32. University Property

At the end of your employment, you must return to the University via your Head of Department/Line Manager any University or NHS Organisation property which may be in your possession or under your control and obtain a written receipt for the safe return of these items from your Head of Department or Line Manager.

In some circumstances a Head of Department/Line Manager may grant exclusion from the above constraints, for example in relation to the specific terms of a research grant or photocopies of lecture notes. Where no specific, written, exclusion is granted, you must return all property as above.

33. Intellectual Property/Copyright

The University has a policy on Intellectual Property, which is detailed in Regulation 28 within the University Calendar and in the University's Financial Regulations and Financial Procedures as amended from time to time at the discretion of the University and which can be found on the University's Finance website.

34. Deductions

If the University has made an overpayment to you of any salary or other remuneration, you agree it is entitled to make the relevant deduction from your subsequent salary payment(s). At the University's discretion, members of staff may be given the option to make any such repayments over a period of time, in line with an agreed re-payment plan.

If, during or at the termination of your employment, you owe the University any payment or expense or you fail to return University property, you agree that the University is entitled to make the relevant deduction from your salary (or final salary) payment.

The University will let you know and agree with you in advance of the relevant deduction, but its failure to do so will not affect its right to reclaim the money.

35. Reimbursement of Expenses

You are entitled to claim reimbursement for expenses you incur during the proper performance of your duties in line with the University's Expenses policy, as amended from time to time, details of which can be found on the University's Payroll website.

36. Dignity at Warwick

Every employee has the right to be treated with dignity and respect at all times during their employment, and all members of staff are required to conduct themselves in accordance with this principle. The University is committed to ensuring that no harassment or victimisation in the workplace, whatever the motivation or manner, is overlooked or condoned. The University has a number of policies and procedures to help members of staff, details of which can be found on the University's HR website.