

Appointment of a Clinical Academic Statement of Main Terms and Conditions of Employment

This statement of terms and conditions should be read in conjunction with your appointment letter and any honorary contract held with a relevant Health and Social Care organisation (HSC). Other information with respect to your terms and conditions of employment is included in detailed policies and procedures available from People and Culture or via the [People and Culture website](#).

Name of Employer:

Queen's University Belfast

Name of Employee:

Date of Employment

The date of the start of your period of continuous service with Queen's University Belfast is a date to be agreed. Previous employment with any other University or employer does not count as part of your period of continuous employment with this University.

If you are a temporary or fixed term member of staff, the end date of your employment is set out in your appointment letter.

1. Duties

- (a) The post is full-time, equating to 10 Programmed Activities (as agreed with you and the Health Trust) unless stated otherwise in your letter of appointment and may not be held in conjunction with any other employment.
- (b) You are required to observe the Charter, Statutes and Regulations of the University and to carry out all orders and regulations of the Senate.
- (c) You are required to carry out academic duties as agreed between yourself and your line manager, to whom you will be responsible. Clinical duties for your HSC employer will be agreed through the integrated job planning process. If there is any concern with regard to your Contract status with the HSC organisation, or any disciplinary, performance or ill health action taken by the HSC organisation, you are required to advise the Human Resources Director immediately.

2. Hours of Work

Staff are expected to manage their own time to achieve the objectives of their position, based on a normal expectation of a 40 hour week (10PA), where the parameters of the working week are determined locally to the requirements of the position. However, because of the nature of the work, the University does not specify any terms or conditions relating to hours of work within the meaning of the Employment Rights (Northern Ireland) Order 1996.

3. General

- (a) The appointment will be subject to attendance at the Occupational Health Department, to determine fitness to perform all aspects of their job including clinical duties and to comply with the HSC organisation screening which applies to all healthcare workers. Any offer of appointment will be subject to the satisfactory outcome of that process.
- (b) The appointment of a member of the clinical academic staff is subject to a satisfactory enhanced disclosure report through Access NI. All staff are required to advise the Head of People Services in writing should there be any change to the conviction information declared on their application.
- (c) Members of the clinical academic staff holding an honorary consultant contract with an HSC organisation must also comply with any residence requirements of that contract. Any exceptions to this will be with the agreement of the Head of School and the Medical Director of the HSC organisation.
- (c) Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the HSC, for the independent sector or for another party, the University's policy and procedures on outside work/consultancy will apply. Full details are available via the [People and Culture website](#).

4. Integrated Job Planning

- (a) All Clinical staff holding an honorary contract with an HSC organisation are required to participate in Integrated Job Planning and the relevant procedures will apply.
- (b) Any Additional Programmed Activities which you agree to carry out as part of the integrated job planning process will be paid at the appropriate current rates. Additional Programmed Activities are non superannuable.

5. Remuneration

Appointments are made on behalf of the Vice-Chancellor, by letter, showing salary on commencement.

- i) Please refer to your appointment letter for details of your salary.
- ii) Progression on the scale, where applicable, takes effect on the anniversary of your date of appointment, unless as otherwise stated in your appointment letter.
- iii) Salary is payable monthly in arrears into a bank account nominated by you.
- iv) Your basic salary, together with any payments for Additional Programmed Activities, includes payment for all Contractual and Consequential Services.

6. Criteria for Pay Thresholds

- (a) The criteria for pay thresholds are consistent with those applied to HSC consultant contracts.
- (b) Following your integrated Job Plan review your University manager and your HSC honorary clinical manager (for the purposes of your contract with the HSC organisation) will submit a report jointly recommending a decision about your pay progression to the Head of School or his/her nominee. This will be copied to you and the Chief Executive of the HSC organisation where you hold your contract.
- (c) The University will make the final decision on pay progression, having consulted with your HSC 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.

- (d) 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 HSC organisation.

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 Sub Committee (CASSC) which translates the DHSSPS determination 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 DHSSPS determination of the DDRB recommendations and its translation by the CASSC.

8. Pay Supplements

(a) Payment For Additional Programmed Activities

Please see point 4 (b).

(b) Clinical Excellence Awards (CEA)

Staff will be eligible for Clinical Excellence Awards in accordance with procedures agreed for Clinical Academic staff.

(c) On-Call Availability Supplement

If you are required, to participate in an on-call rota as part of your duties for your HSC organisation, the University will pay you a supplement (in addition to your basic salary) on behalf of your HSC organisation. The supplement will be paid in accordance with, and at the appropriate rates applicable at that time.

(d) Other Payments and Allowances

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

9. Promotion

There is an annual promotions exercise and further information is available on the [People and Culture website](#).

10. Indemnity

Clinical academic staff holding honorary contracts with the HSC organisation are covered by the indemnity scheme in the event of claims against them for negligence arising from work involving the treatment of HSC patients and authorised clinical research studies involving HSC patients. This indemnity applies even though the activity may be part of a research study being conducted and/or sponsored by the University. However, written approval prior to commencement must be obtained by the principal investigator for any research study or clinical trial from the appropriate local Ethics Research Committee or the HSC Organisation hosting the study.

11. Professional Registration

It is a condition of your appointment that you are, and remain either a registered dental practitioner and/or a registered medical practitioner and are included on the Specialist Register held by the General Dental Council (GDC) and the relevant 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 University's People and Culture Director and the Head of School of Medicine, Dentistry and Biomedical Sciences 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.

12. Patents/Intellectual Property (IP) Rights

Members of staff 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.

13. Appraisal/Personal Development Review (PDR)

You are required to participate in Joint Clinical and Academic Appraisal/PDR on an annual basis.

14. Training

You are required to attend training and development as may be arranged for you.

15. Grievance

A grievance by a clinical academic relating to University/academic matters will be handled under the University's statutory procedure (Regulation Governing Grievance Procedures Pursuant To Statute XIII Part VI).

A grievance by a member of the clinical academic staff at consultant level will be handled under the appropriate HSC grievance procedure if it relates to clinical activity.

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

16. Discipline/Capability

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 statutory procedures (Regulation Governing Discipline and Dismissal Pursuant to Statute XIII Part III) if it relates to University/academic matters, and under the appropriate HSC procedures if it relates to clinical matters.

Normally any disciplinary action taken by the University as the substantive employer or the HSC organisation as holder of the honorary contract will apply to the substantive contract.

Clinical academic staff are also required to undertake clinical duties in accordance with an appointment contract issued to them by an HSC organisation on the recommendation of the University. Their contract of employment as a member of the University's clinical academic staff is dependent upon their having and retaining such a contract with the HSC organisation and complying with the terms and conditions thereof. It is the responsibility of an individual member of the clinical academic staff to advise the University immediately if his/her contract with the HSC organisation is terminated or withdrawn or if s/he is at any time subject to disciplinary action under the contract with the HSC organisation.

17. Trade Union and Collective Agreements

The University recognises particular Trade Unions for negotiation and consultation purposes for specific groups of staff.

Further details are available from People and Culture or via the [People and Culture website](#).
Members of staff are free to decide whether or not to become members of a Trade Union.

Future changes to your Conditions of Employment will be made following consultation with the recognised Trade Union and these will be automatically binding on you. Details of any such changes can be obtained from People and Culture at any reasonable time.

18. Residence/Removal Expenses

Relocation expenses are paid in accordance with the guidelines on the [Finance Directorate website](#).

19. Pensions

Clinical Academic staff can opt to continue in the NHS Pension Scheme provided they were already an active member of the NHS/HSC scheme, in the 12 months before joining the University. This must be declared prior to taking up the appointment. Otherwise you will be automatically enrolled into the Universities Superannuation Scheme (USS). This scheme is considered an appropriate qualifying scheme under the Pensions Act 2008. Further details are available from the Pensions Office, Finance Directorate.

20. Annual Leave

The University's holiday leave year runs from 1 January to 31 December:

- i) The following holiday entitlement will apply for all Clinical Academic staff:
 - 35 days annual leave to include the University's 9 closure days.
 - 9 University recognised/public holidays which normally are:
(where these fall within a period of employment);
New Year's Day; St Patrick's Day; Good Friday; Easter Monday;
1st Monday in May; 12 and 13 July; Christmas Day; Boxing Day.
- ii) You may be required to work on a closure day and/or public holidays as part of your clinical duties.
- iii) The holiday entitlement of part time and term time only staff is pro rata to that of full-time staff.
- iv) On termination, entitlement (or holiday pay in lieu) is also calculated and paid in a final salary where an employee on termination has received holiday pay in excess of their entitlement, then the excess will be recovered by way of a deduction from the final salary.

Further details on holiday entitlement, pay and regulations are available from People and Culture or via the [People and Culture website](#).

21. Special Leave

The University has developed the following policies and procedures relating to special leave.

- Maternity Leave;
- Work Life Balance Policies e.g. Adoption Leave; Career Break; Dependant Leave Flexible Working; Parental Leave; Paternity Leave;
- Jury Service;
- Auxiliary Forces;
- Sabbatical Leave and Leave of Absence (Academic Staff);
- Study Leave;
- Time off for Trade Union Activities.

Full details are available from People and Culture/Diversity and Inclusion or via the [People and Culture website](#).

22. Termination of Employment

Notice of termination of employment for Academic and Academic Related staff is three months and for other staff is dependant on length of continuous service. Specific details on notice periods to be given to and from staff are available from People and Culture or via the [People and Culture website](#).

23. Retirement

Retirement will be in accordance with the approved policy of the University.

24. Sickness Absence

Paid leave of absence on grounds of ill health is granted in accordance with the regulations approved by the Senate of the University. Staff are required to notify their University and HSC line managers of all absences whether from academic or clinical duties. [Click here for further information](#).

25. Data Protection

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

The University will collect and use information about you in accordance with The Data Protection Act 2018. This will include sharing your personal data (including special categories of personal data) with relevant third parties, including the HSC employer, for the purpose of managing the contract of employment and educational contract in accordance with the principle of joint working, to facilitate integration of separate responsibilities. Information will only be shared where necessary and appropriate, and provided that we have a legal basis for doing so. This data will also be shared with the Higher Education Statistics Agency for statistical purposes.

Full details of what personal information we process, why we process it, who we share it with and your rights in respect of your personal information are provided in the [University's Staff Privacy Notice](#).

26. Research Governance

Members of clinical academic staff are required to comply with the University's and HSC employers current arrangements for [research governance, as amended from time to time](#).

27. Health and Safety

All members of clinical academic staff are required to promote and observe the University's and HSC employer's current [safety policy, as amended from time to time](#).

Attention is also drawn to the provisions of the Working Time Regulations (or any legislation which may supersede those Regulations) which have been enacted as a provision of health and safety legislation as a means of maintaining a sensible balance between working time and rest periods.

28. Confidentiality

Members of the clinical academic staff are required to comply with the provisions of the Data Protection Act 1998 concerning personal data and must comply with the [current registration procedure, as amended from time to time](#), adopted by the University.

Members of clinical academic staff must not at any time during, or after the end of, their employment with the University, whether knowingly or through failure to exercise due care and diligence, disclose to any unauthorised person any personal or confidential information regarding patients or students or other members of staff or human experimental subjects to which they may have access in the course of their work, unless in accordance with the requirements of the GMC/GDC and/or the Data Protection Act, or use any such confidential information in a vexatious manner to cause loss to the University.

A member of clinical academic staff who wishes to raise concerns or information which s/he believes in good faith provide evidence of malpractice or impropriety should do so in accordance with the University's procedure as amended from time to time.

29. Employer

Members of clinical academic staff holding an consultant contract in the HSC will be required to comply with normal rules and regulations of the University and the HSC organisation, with the University as the substantive employer.

Date of Issue: 08 August 2025