



TERMS AND CONDITIONS – FURTHER INFORMATION

1. Background

1.1. In conjunction with the recognised Trade Unions (UCU, BMA and Unite), St George's, University of London agreed a revised set of terms and conditions in 2016.

1.2. Prior to this, St George's, University of London had seven separate, out of date, statements of terms and conditions which were written to cover the seven separate categories of staff. The seven categories were:

1. technical
2. clerical and secretarial
3. research nurses
4. manual
5. administrative, library and computing
6. academic (including clinical academic staff), teaching and research
7. other related

2. Current Position

2.1. The terms and conditions were reviewed with an aim to have one set for all the different categories of staff. There are some differences in relation to Clinical Academics and Nurses, Research Physiotherapists and Research Psychologists. These differences are documented in Appendix A and B. Pension schemes will also continue to be different for the different grades or staff.

2.2. Local and collective bargaining and consultation at St George's, University of London takes place at the Joint Negotiating and Consultative Committee (JNCC). Through collective negotiation at the JNCC one revised set of Terms and Conditions have been agreed.

3. Terms and Conditions of Employment

Policies and Procedures

3.1. All staff are required to comply with all statutory requirements and with all existing or updated policies and procedures, and any new St George's, University of London policies and procedures when they are introduced. Terms and Conditions of Employment are subject to review, any amendments will be implemented through agreement with the recognised trade unions. It is the responsibility of the staff member to ensure they are familiar with all the key policies as detailed on the St George's, University of London website.

Job Role and Responsibilities

3.2. You are required to carry out the requirements and responsibilities of the job(s) to which you have been appointed to the best of your ability. Your duties are specified in the job description and as directed by your manager. St George's, University of London reserves the right to change your job title and duties, within the scope of the grade, following appropriate consultation.

3.3. Job descriptions are not exhaustive. You are also expected to carry out such additional or alternative tasks as St George's, University of London may from time to time reasonably require, and be required to participate in any training deemed necessary by St George's, University of London to properly perform your duties. This includes any mandatory training specified by St George's, University of London, for example in relation to health and safety.

Hours of Work

3.4. All members of staff will be expected to work in a sufficiently flexible way to meet the requirements of their roles, for example to adjust working patterns where reasonable and appropriate to cover sickness absence or annual leave and to meet periods of high workload.

Payment of Salary

3.5. Salary is payable monthly in arrears normally on the 27th day of each month. All payments are made subject to the deduction of tax, National Insurance and any other agreed or lawfully required deductions, including the deduction of pension contributions.

Salary Review and Increments

3.6. For staff on St George's, University of London pay grades 1-8, the normal increment date is 1 October of each year until the maximum of the scale is reached.

3.7. If you commenced employment with St George's, University of London before or on 1 April, you will be eligible to receive an increment during your first year of service. If you join St George's, University of London after 1 April, you will not be eligible for an increment until 1 October of the following year.

3.8. If you are promoted to a higher grade, in order to qualify for the October increment in the same year, you will have to have completed six months' service on the higher grade.

3.9. The salary scales will be subject to revision in accordance the Joint Negotiating Committee of Higher Education Staff arrangements or in the case of appointments made to National Health Service salary scales, National Health Service pay settlements.

3.10. The arrangements for the pay of Professorial and Senior Administrative Staff are reviewed by the Remuneration Committee on an annual basis.

3.11. Clinical Academic staff will retain their NHS incremental date.

Deductions from Salary

3.12. In accordance with the Employment Rights Act 1996, SGUL is authorised to deduct from your salary any sums that are due including any overpayments, loans or advances made to you by SGUL and any overpayments in respect of annual leave taken in excess of your entitlement.

Overtime

3.13. The arrangements for overtime are detailed in the table below.

Grade	Rostered Overtime	Additional hours worked
Grades 1 - 4	Overtime will be limited to rostered overtime in key service areas, emergency and limited weekend cover for which overtime payments will be made or time-off-in-lieu will be given	In circumstances where additional hours are being worked on a temporary basis at the specific request of the line manager to meet service demands, staff will be recompensed in the form of overtime payment or time-off-in-lieu for the additional hours worked. Recompense for additional hours worked, whether as overtime payments or as time-off-in-lieu, will be an exception
Grade 5 and above	No overtime payments will be made if you are employed in grades SGUL 5 and above unless you are employed on grades SGUL 5 and 6 in key service areas for which rostered overtime is required	You are required to work such additional hours as may be necessary for the proper performance of your duties. You will not be entitled to any overtime pay.

Place of Work

3.14. St George's, University of London may require you to work in, or be transferred to, other institutes or departments of St George's, University of London or to change locations within a reasonable traveling distance of your current location, either temporarily or for a longer term.

Pensions

3.15. Unless you declare in writing that you do not wish to participate, you may, subject to the rules of the pensions scheme become or continue being a member of the Pension Schemes detailed below.

3.16. St George's, University of London operates the University Superannuation Scheme (USS), the Superannuation Arrangements for the University of London (SAUL) and National Employment Savings Trust (NEST) pension schemes. The scheme which you will be eligible to join is dependent upon your grade.

3.17. If you currently belong to the National Health Service Superannuation Scheme, you may be allowed to continue in the scheme upon joining St George's, University of London.

3.18. If you choose not to belong to a St George's, University of London administered occupational superannuation scheme, St George's, University of London will make no contribution to a personal pension.

3.19. Further details about the superannuation schemes can be obtained from the Payroll and Pensions Office.

Place of Residence

3.20. You are expected to reside in a location which allows satisfactory fulfilment of all the duties associated with your employment.

Annual Leave (Holidays)

3.21. All holidays, including Public Holidays and Closure days are subject to the requirements of the work of St George's, University of London and may be varied at the discretion of St George's, University of London.

3.22. Annual leave entitlement is 32 days' annual leave (pro rata for part time employees). This is inclusive of 28 days statutory leave. All staff are required to book and keep track of their annual leave using the MyWorkplace system.

3.23. The annual leave year runs from 1 August to 31 July. All staff are expected to take annual leave on a regular basis and are expected to take their full entitlement within the leave year.

3.24. If you commence employment with St George's, University of London part way through the annual leave year, your entitlement to annual leave will be calculated pro-rata.

3.25. When you resign from St George's, University of London employment, you are required to take any outstanding leave during your notice period. Only where this is deemed to be impracticable due to the constraints of the service, by agreement with your line manager/Head of Department/Director of Institute, you will receive pay in lieu; payment will be subject to normal salary deductions.

3.26. If your employment is ending on the expiry of a fixed term contract, you are required to take all of your annual leave entitlement by the end of the fixed term contract.

3.27. If you have exceeded your annual leave entitlement by your last day of service, St George's, University of London will deduct an equivalent number of days' pay from any pay due on the termination of your employment.

Public Holidays and Closure days

3.28. Staff who work full time are entitled to eight days public holiday, and three closure days over the Christmas period, usually between Christmas and New Year's Day.

3.29. For staff who work part time the entitlement to public holidays will be pro-rata to your contracted hours, irrespective of which days of the week you work. Staff who work part time will also be entitled to closure days over the Christmas period, where these fall on their normal working day.

Probationary Period

3.30. All new employees appointed to St George's, University of London will normally serve a probationary period.

3.31. At the conclusion of the probationary period, subject to satisfactory performance and conduct, your appointment will be confirmed. The probationary period may be extended in accordance with St George's, University of London's [procedure for Probationary Periods](#).

3.32. For staff with a 6 month probation period, your employment may be terminated with 4 weeks' notice on either side.

3.33. For staff with a 12 month probation period (Lecturers and Senior Lecturers), your employment may be terminated with 6 weeks' notice on either side.

Sickness absence and entitlement to pay during sickness

3.34. Sickness absence should be reported in accordance with the St George's, University of London [Sickness Absence procedure](#).

3.35. In order to qualify for pay during sickness absence you must follow the procedures for notification of sick leave and provide appropriate certificates to cover continuing absence as detailed in the St George's, University of London [Sickness Absence Procedure](#).

3.36. St George's, University of London will normally pay occupational sick pay during sickness absence in accordance with the following arrangements from the first day of absence.

3.37. Within any rolling 12 months sick pay allowances vary according to the length of your continuous service, based on the anniversary of your appointment, as follows:

Length of Service	Sick Pay Entitlement
First 4 months	1 month full pay
5 months to 12 months of service	1 month full pay & 2 months half pay
During the second year of service	2 months full pay & 2 months half pay
During the third and fourth year of service	4 months full pay & 4 months half pay
After completing four years of service	6 months full pay & 6 months half pay

3.38. Entitlements to salary during sickness absence will be calculated in accordance with continuity of service in St George's, University of London employment. 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 Payroll and Pensions Office.

Health and Safety

3.39. You are required to comply with St George's, University of London Health and Safety Policies. Further details are available on the [website](#).

Equality and Diversity

3.40. St George's, University of London is committed to equality of opportunity. As an employee of St George's, University of London you are expected to familiarise yourself with St George's, University of London's Equality and Diversity policies and to adopt their values both in principle and practice. This will include participation in equality and diversity training.

Intellectual Property/Copyright

3.41. As an employee of St George's, University of London, you are obliged to recognise that the Intellectual Property rights in projects which form part of your normal duties are owned by St George's, University of London and that you have a duty to inform St George's, University of London of developments which may have commercial potential. Further details are available on the [website](#).

Private Earnings including Consultancy and Private Clinical Practice

3.42. The policies on private earnings including consultancy and private clinical practice is applicable to all staff and can be found on the St George's, University of London [website](#).

Research

3.43. All research involving patients or healthy subjects, including all students, St George's, University of London staff and St George's NHS Trust staff, must be carried

out in accordance with the current National Research Ethics Service and the Department of Health Research Governance Framework guidelines. All staff involved in clinical research (including research on humans, their samples or tissues) must ensure that relevant approvals have been obtained and that appropriate insurance or indemnity arrangements are in place before they commence work.

Confidentiality

3.44. It is a condition of your employment that you must preserve the confidentiality of any personal and/or sensitive information which is made available through the course of your work, whether directly or indirectly. You may not during, or after the termination of your employment, disclose to anyone other than in the proper course of your employment, or where required by law, any information of a confidential nature relating to the organisation, or its business or customers, this includes information about current or prospective staff or students. Breach of this clause may lead to dismissal without notice.

Data Protection

3.45. St George's, University of London processes personal information relating its employees in line with the requirements of UK Data Protection Legislation. It is a necessary requirement of your contract that St George's, University of London maintains a personal record, and this contractual requirement constitutes the lawful basis for St George's, University of London using your personal information. The type of data being processed concerns the following categories:

- Personal information such as names and addresses, employee number, national insurance number
- Other contact information such as next of kin and emergency contact details
- Contract information such as start and end dates, positions, salary and pension information
- Academic qualifications, language test results where required, names of employment referees
- Special categories of personal information including protected characteristics such as disability, gender, age, ethnic group, medical data, data relating to criminal proceedings if required
- Absence information such as absence periods and absence reasons

3.46. You are expected to comply with the principles contained within UK Data Protection Legislation and with the St George's, University of London [Data Protection Policy](#) in relation to any processing by you of the personal data of others. Failure to do so could result in disciplinary action.

3.47. Further information on how your information is used is available on the website as part of St George's, University of London's [Privacy Notice](#).

Conflicts of Interest

3.48. You should conduct yourself at all times in ways that are consistent with your role and duties, and in accordance with St George's, University of London policies. You are required to declare any real or potential conflicts of interest. You should not normally take up other engagements or appointments outside St George's, University of London during the course of your employment. If you wish to do so, you should discuss this with your Institute Director or Head of Department. Further details are available on the [website](#).

Disciplinary and Grievance Procedures

3.49. St George's, University of London's Grievance and Disciplinary procedures are available on the [website](#).

Criminal Convictions

3.50. You are required to notify the Head of Department/Division of any current criminal conviction. You are not required to notify spent convictions unless you are in a profession or occupation which, under the Rehabilitation of Offenders Act (1974), is designated as one where both current and spent convictions should be notified. Information on convictions occurring during employment will not be used for disciplinary purposes unless it impacts on your role and responsibilities.

3.51. Where your job requires direct contact with the public including vulnerable groups, you may be subject to mandatory Disclosure and Barring Service (DBS) checks.

Financial Regulations

3.52. You are required to comply with the St George's, University of London Financial Regulations which include among other items, details of procedures for managing budgets, cash handling, purchasing and insurance. Contravention of these procedures could result in disciplinary action. Further information is available on the [website](#).

Use of St George's, University of London Equipment

3.53. You must adhere to local Institutional rules regarding the use of photocopiers, telephones, stationery etc for personal use. St George's, University of London will not pay for overseas or premium rate private calls.

Use of IT Facilities

3.54. All users of St George's, University of London computing facilities, including visitors, are expected to abide by the St George's, University of London regulations for using IT facilities. Guidance, including guidance on proper and improper use of email and the internet, is available on the St George's, University of London [website](#). St George's, University of London reserves the right to monitor the use of IT facilities. Improper use could result in disciplinary action.

Security

3.55. You are expected to wear your staff ID card at all times and have it available for examination upon request. You should report loss or damage of your ID card to the Estates and Facilities Department immediately.

Return of St George's, University of London Property

3.56. On leaving St George's, University of London employment, you must return your ID card and all St George's, University of London property and equipment to your manager, including but not limited to laptops, computer software or hardware, tablets, mobile telephones, and keys and, where possible, all passwords, databases, documents, records, correspondence, files and other information (whether originals, copies or extracts and howsoever stored) belonging to St George's, University of London or which you have acquired during the course of your employment.

Trades Unions, Staff Representatives, Staff and Professional Associations

3.57. St George's, University of London values its links with its trade unions and professional associations and works in partnership with them. You have the right to join a trade union and participate in its activities.

3.58. Local collective bargaining and consultation takes place at the Joint Negotiating and Consultative Committee and agreements reached in this forum may be incorporated into your terms and conditions of employment.

Personal Accident Insurance

3.59. An insurance policy covers you against the risk of total disablement or death from an accident occurring in the course of or as a consequence of your employment. Details of this provision are available from the Finance Department.

Termination of Employment

3.60. The arrangements for termination of employment are stipulated in the table below:

Grade	Staff Notice	Employers Notice
SGUL Grades 1-4	6 weeks' notice	6 weeks if you have completed less than 7 years of continuous service; 1 week for each year of continuous employment, up to a maximum of 12 weeks if you have completed 7 years of continuous service.
SGUL Grades 5 and above	3 months' notice	3 months' notice
Academic Staff (Lecturer, Senior Lecturer, Reader, Professor)	3 months' notice	3 months' notice

Research Nurses Research Physiotherapists and Research Psychologists appointed to Agenda for Change Bands 1 to 4	6 weeks' notice	6 weeks if you have completed less than 7 years of continuous service; 1 week for each year of continuous employment, up to a maximum of 12 weeks if you have completed 7 years of continuous service.
Research Nurses, Research Physiotherapists and Research Psychologists appointed to Agenda for Change Bands 5 and above	3 months' notice	3 months' notice

Staff Employed on Fixed Term contracts

3.61. If you are employed on a fixed term contract, your appointment will terminate without further notice being given by either side on the date of expiry detailed in your contract of employment or the letter confirming extension of the appointment, unless the contract is to terminate prior to the end date specified in the offer of employment.

3.62. Staff employed on fixed term contracts will normally be consulted with regarding the termination of their contract not less than one month prior to its expiry date.

Exceptions

3.63. Specific clauses relating to Clinical Academics is available in Appendix A.

3.64. Specific clauses relating to Research Nurses, Research Physiotherapists and Research Psychologists is available in Appendix B.

Appendix A - Clinical Academic Staff

The terms below apply specifically to clinical members of the Academic Staff, possessing registerable medical qualifications and receiving pay in accordance with the salary scales for Clinical Academic Staff.

Hours of working

Clinical Academic Staff have a notional full-time working week of 40 hours. The hours of work for members of Clinical Academic Staff are not fixed, but are regarded as “full-time”, except those where an explicit statement to the contrary is included in the letter of appointment.

Time off in Lieu

Clinical Academic Staff are also required to agree periods of leave with their clinical manager. Clinical Academic Staff are entitled to time off in lieu if they are required to carry out their clinical commitments on Bank Holidays or St George’s, University of London closure days. Clinical Academic Staff must agree time off in lieu arrangements with their Institute Director.

Honorary appointments

It is a condition of clinical appointments that Clinical Academic Staff shall, during the tenure of their appointments, hold concurrently an appropriate honorary contract with an appropriate authority of the National Health Service.

Joint working

St George’s, University of London fully supports the recommendations of the Follett Report and will work with the relevant partner NHS Trust in the management of Clinical Academic Staff. This includes management of joint appraisals, job planning and the management of disciplinary and grievance issues.

Clinical duties

The duties of Clinical Academic Staff shall include such clinical duties as shall be determined from time to time by the appropriate NHS authority in consultation with St George’s, University of London.

Membership of a Medical Defence Society

All clinically registered members of Clinical Academic Staff are advised to pay a basic subscription to a medical defence society to provide cover for those areas of clinical work that do not come under the NHS indemnity arrangements.

Clinical work carried out by members of the Clinical Academic Staff under the terms of substantive or honorary appointments with appropriate NHS bodies will be covered by the NHS indemnity arrangements for negligent conduct arising from the research. Academic staff working in General Practice are required to make their own arrangements with a medical defence organisation.

Appendix B - Nurses, Research Physiotherapists and Research Psychologists

The terms below apply specifically to Research Nurses, Research Physiotherapists and Research Psychologists

Registration

Research Nurses are required to hold valid current registration with the Nursing and Midwifery Council (NMC).

Research Physiotherapists are required to hold valid current registration with the Health and Care Professions Council (HCPC).

Research Psychologists are required to hold valid current registration with the Chartered Health Professions Council (HPC) or be registered with the British Psychological Society as a Chartered Clinical Psychologist.

Honorary Contract

It is a condition of all staff in posts with a clinical component that they hold concurrently an appropriate honorary contract with an appropriate NHS Trust or Trusts. The honorary contract must be obtained prior to the member of staff having any contact with patients.

Salary

The salary scales of Research Nurses, Research Physiotherapists and Research Psychologists will be specified in the offer of appointment. Staff holding the appropriate valid current state registration will normally be paid in accordance with the NHS salary scale arrangements.