

King's College London

Terms & Conditions of Employment for Academic Staff

The following terms and conditions of service apply to Academic staff employed by King's College London with effect from 1 January 2024. For the purposes of this document Academic staff are defined as clinical and non-clinical staff with the title of Lecturer, Senior Lecturer, Reader or Professor.

These terms and conditions are the result of consultation with the Universities and Colleges Union, the British Medical Association and the British Dental Association. These terms and conditions may be amended by Council after consultation with the Universities and Colleges Union, the British Medical Association and the British Dental Association. Any such amendment or addition approved by Council shall be notified in writing to members of staff and shall take effect at that point.

Clinical Academic staff should also consult the addendum that accompanies their contract of employment which addresses specific issues relating to clinical activity.

The terms and conditions outlined below apply to full-time academic staff. For staff on fixed-term or part-time contracts, or with atypical work patterns, the pro rata principle will apply, and it will be stated clearly in the letter of appointment.

1. Working Hours

Staff are expected to work the hours necessary for the proper performance of the duties of the post, which may entail work outside standard office hours.

Subject to satisfaction of the above, hours for Academic staff are unfixed. Standard working hours for full-time Academic staff are an indicative 35 hours per week, excluding meal breaks. Meal breaks for all staff are unpaid.

For clinical staff holding Honorary Consultant status with a partner NHS Trust, full-time work will be measured in terms of 10 Additional Programmed Activities or 11 notional half days depending on whether the individual is employed on the 'old' Consultant contract or on the 'new' Consultant contract.

Any changes to working hours will be the subject of consultation with the staff affected.

King's College London reserves the right to change or amend standard working hours from time to time.

2. Duties

Staff shall undertake such duties as are within the scope of the post under the direction of the Head of Department/Division/School and ultimately the Executive Dean.

2.1 Registration

All Clinical Academic staff undertaking clinical duties with an NHS institution are required to be registered with the General Medical Council or General Dental Council and will be required to hold an appropriate Honorary Clinical Contract with Guy's and St Thomas' NHS Foundation Trust, King's College Hospital NHS Foundation Trust, the South London and Maudsley Trust, or with the appropriate NHS institution.

2.2 Duties Will Include

Participating in the delivery and advancement of teaching, clinical work (when appropriate), research, administration and governance, knowledge transfer and other work of the Department/Faculty(s) to which the member of staff is appointed, including the supervision, counselling and examining of students.

Promoting the advancement of the member of staff's subject by research and otherwise for which the University must be satisfied that the allocation of the member of staff's teaching, clinical and administrative work does not prevent the opportunity for the advancement of the member of staff's subject.

In the allocation of teaching, clinical, research and administrative duties within the Department, the special academic interests and experience of each member of staff shall, as far as possible, be taken into account.

Staff may be required to carry out their duties at any of the premises belonging to King's College London. The location of the premises in which the duties are to be carried out initially will be specified in the letter of appointment and will only be changed following reasonable consultation.

3. Leave

3.1 Annual Leave

Non-clinical Academic staff have no fixed annual leave allowance. However, the indicative annual leave allowance will be 30 days, including 2 wellbeing days, plus bank and public holidays granted in accordance with relevant statutes and legislation. This includes your entitlement under the Working Time Regulations 1998 which shall be deemed to have been taken first.

Clinical staff should refer to the Clinical Addendum.

The leave year will run from 1 January to 31 December.

Staff are expected to use their full annual leave allowance within the leave year. For part-time staff, annual leave allowance is pro rata to the full-time equivalent.

3.2 Bank and Public Holidays

Bank and public holidays will be granted in accordance with relevant statutes and legislation. The granting of such holidays will be in addition to staff members' annual leave allowance. For part-time staff, bank and public holiday entitlement is pro rata to the full-time equivalent.

3.3 Concessionary Days

Staff will be provided with four concessionary days which are currently used to bridge the gap between Christmas and the New Year. It is for King's College London to decide when those days are taken. The provision of these days is not part of the annual leave allowance and when they are taken may be altered by King's College London following appropriate consultation with staff and their representatives.

3.4 Religious and Cultural Observance

Staff who require time off for religious or cultural observance will be entitled to request the following:

- Flexibility in the arrangement of shifts, rotas and working hours generally.
- Annual leave or unpaid leave.

Heads of Department/Division/School will consider requests on these grounds and will try to accommodate them, wherever it is reasonably practicable to do so, subject to the needs of the service.

3.5 Special Paid Leave

In the event of a personal crisis or emergency, staff may be granted up to five days' special paid leave (paid at base rate plus London Allowance, as applicable) by their Head of Department/Division/School.

In the event of severe or exceptional circumstances, further requests for special paid leave in excess of five days may be considered. The conditions, financial or otherwise, will rest with the Head of Department/Division/School. In considering applications the Head of Department/Division/School will take into account the individual circumstances in each case.

Staff should also refer to the following policies available on the King's College London staff website.

- Compassionate Leave
- Dependents Leave
- Parental Bereavement Leave

3.6 Time Off for Public Duties

Special paid or unpaid leave may also be allowed for the discharge of certain civic and public duties.

3.7 Special Unpaid Leave

The following clauses should be read in conjunction with the flexible working policies available on the King's

College London staff website.

Subject to the approval of the Executive Dean (and, where appropriate, the Sponsor for externally funded appointments), the Head of Department/Division, or nominee, may grant special leave without pay to a member of staff at their request for a specific purpose.

In considering applications the Head of Department/Division or nominee must be satisfied that appropriate alternative arrangements can be made for the usual work of the individual to be undertaken satisfactorily.

Special leave without pay is not usually granted unless annual leave entitlement has been exhausted. It should be noted that annual leave does not accrue during periods of special unpaid leave. If staff wish the period of leave to count towards pensionable service, they will usually be required to pay both the employer's and the employee's superannuation contributions.

3.8 Academic Study Leave for Clinical Academic Staff

Academic Study leave for Clinical Academic staff will be set out in the provisions outlined within the Honorary Clinical Contract issued by the relevant NHS Honorary employer.

3.9 Academic Study Leave with Pay

The University may on the recommendation of the Head of Department/Division/School grant paid academic study leave for the purpose of research or other approved academic purpose. In considering applications the University will wish to be satisfied that appropriate alternative arrangements can be made for the academic and clinical work of the member of staff to be undertaken satisfactorily.

Details of academic study leave arrangements are available the King's College London staff website.

4. Remuneration

Salary and London Weighting (where applicable) will be paid monthly in arrears, in equal monthly instalments by the end of the month. Salary payments are subject to the regular statutory deductions.

The annual incremental date will be 1 August. Staff are required to have completed a minimum qualifying period of six months' service in their role at King's College London in order to qualify for an increment on the 1 August. In cases where new staff must wait in excess of one year before receiving an increment the University would consider this when determining the starting salary for the post holder.

For non-professorial grade staff (of non-clinical status) individuals will receive an incremental increase each year until they reach the highest point associated with the post to which they are appointed. Progression to spine points within the Performance Zone for such staff is not automatic and will be managed through the Recognition Pay Scheme.

Professorial staff (of non-clinical status) on spine points are eligible for annual progression until they reach the highest spine point in each Band. Documented objective justifications are required for professorial staff to progress from spine points above spine point 105 in Band P1, and through the spine points in Band P2.

In the event that London Weighting has been consolidated into your salary no further adjustments will be made with regard to London Weighting at any time.

The University reserves the right to claim back any overpayment made to an individual. The individual will be consulted as to the amount and timing of such deductions, and the University shall exercise due consideration as to the employee's ability to make such payments before the relevant deductions are made.

No salary will be paid by the University in respect of periods of unauthorised absence.

5. Pension

Academic staff will be eligible to join Universities Superannuation Scheme (USS).

Individuals joining the University who are members of the NHS pension scheme and will be employees of the Faculty of Life Sciences & Medicine, the Faculty of Dentistry, Oral & Craniofacial Sciences, or the Institute of Psychiatry, Psychology & Neuroscience can elect to remain in the NHS pension scheme.

Staff who take up another role within the University may need to join the relevant pension scheme as determined by the terms and conditions of employment relating to their new role.

6. Occupational Sick Pay Provisions

The University makes payment of Statutory Sick Pay (SSP) to eligible staff in accordance with the Statutory Sick Pay Scheme as amended from time to time. Staff must comply with the notification and certification of illness or injury requirements.

The University operates an occupational sick pay scheme. Payment under the University sick pay scheme includes any entitlement to SSP and is dependent on compliance with the notification and certification of illness or injury requirements. These benefits are without prejudice to the University's right to terminate employment on the grounds of ill health or injury without exhausting these benefits.

Provided that sickness absence has been duly reported and certified, staff absent from work owing to illness or injury shall be eligible to receive a payment up to a maximum in accordance with the following:

Qualifying Service *	Full Pay	Half Pay
Up to 3 years'	3 months	3 months
3 years' or more	6 months	6 months

** In the case of doctors and dentists in training we include service with an NHS employer as part of a recognised integrated training programme for the purposes of calculating qualifying service for occupational sick pay.*

Payment during sickness absence is dependent on eligibility derived from length of service on the first day of absence. The total payment in any 12-month period will not exceed six months at the rate of full pay plus six months at the rate of half pay.

These allowances will be payable as appropriate for the duration of the Contract of Employment pro rata for part-time staff.

Pay for the purposes of this scheme means gross pay excluding any performance dependent payment.

7. Family-Friendly Provisions

Specific arrangements for leave relating to family and caring responsibilities are set out in full on the King's College London staff website. These include:

7.1 Maternity and Adoption Leave and Pay, including surrogacy

Leave and pay for Maternity Leave and Adoption Leave are as follows:

Continuous Service	Occupational Pay	Statutory Pay	Unpaid
From day one of employment	20 weeks'	None	32 weeks'
26 weeks or more continuous service at the 15 th week before the Expected Week of Childbirth or Placement	20 weeks'	19 weeks'	13 weeks'

In all cases, paid leave will 'top up' any statutory payment (Maternity Allowance, Statutory Maternity Pay, Statutory Adoption Pay) and will not exceed normal payment. Staff will need to commit to return to work for three months following the leave to retain Occupational Pay.

7.2 Paternity and Partners Leave and Pay

Occupational Paternity and Partners leave is payable for a maximum of 6 weeks from day one of employment. Paid leave will 'top up' any statutory payment (Statutory Paternity Pay) and will not exceed normal payment.

7.3 Shared Parental Leave and Pay

Shared Parental Leave will be payable for a maximum of 18 weeks' subject to eligibility.

In all cases, paid leave will 'top up' any statutory payment (Statutory Shared Parental Pay) and will not exceed normal payment. Staff will need to commit to return to work for three months following the leave to retain Occupational Pay.

8. Work-life Balance Provisions

The University is committed to the principle of work-life balance.

Arrangements for work-life balance provisions are set out in the Flexible Working Policy and Hybrid and Remote Working Policy which can be accessed on the King's College London staff website.

9. Continuous Employment

The date of commencement of continuous employment with the University will be specified in the letter of appointment and will be the first day of employment with the University.

10. Probation

Probationary periods for Academic staff will usually be three years as stated in the Contract of Employment.

Details of the probationary procedure for Academic staff are available on the King's College London staff website.

11. Notice Periods

Academic appointments may be terminated by either the University or the member of staff by giving 12 weeks' notice in writing.

The University may make payment of the requisite amount of salary in lieu of notice of termination of employment.

It is University policy that this notice period may be shortened where practicable by mutual agreement with the member of staff's Head of Department/Division/School.

For members of Academic staff appointed on fixed-term contracts, their employment will terminate automatically on the End Date stated within the Contract of Employment without the need for notice or may be terminated prior to the expiry of the fixed term by the University on giving notice as described above.

In circumstances where a member of staff no longer meets the essential conditions for the post, the University may terminate employment with appropriate notice paid in lieu. The essential conditions of the post should be stated in the job description or other job information. Examples of such circumstances would include the loss of a driving licence where this was a genuine requirement of the post, withdrawal of an honorary NHS contract or registration with relevant professional bodies.

The University reserves the right to terminate employment without notice in the event of Gross Misconduct.

12. Retirement

The University does not at present have a mandatory retirement age. If a member of staff wishes to retire, they should give the University the required minimum notice as detailed in Notice Periods.

Staff should refer to the provisions of their specific superannuation scheme for pension information.

13. Travel Expenses

The University will reimburse reasonable travelling and subsistence expenditure necessarily incurred on university business. Permission to incur such expenditure must be obtained in advance from the Head of Department/Division or other person designated by the University to approve such expenditure.

Excess travelling expenses in accordance with the University Expenses Scheme will be paid to members of staff for a period of up to four years should the University require a member of staff to relocate to another King's College London campus.

14. Relocation Expenses

The University operates a Scheme for application of removal and relocation expenses for new members of Academic staff. Further details of the Relocation Expenses Scheme can be obtained from the Finance Department.

15. Season Ticket Loan

A Season Ticket Loan may be available to members of staff. Further details are available from the University Finance Department.

16. University Property

Staff issued with items of University property are responsible for the safe keeping of such property. Before leaving the employment of the University, staff must ensure that University property is returned.

17. Outside Work and the Exploitation of Inventions

Academic staff should be familiar with the Inventor's Guide to Technology Transfer. Clinical Academic staff who hold Honorary Consultant Status and are employed on the 'new' Consultant contract should also be familiar with the University's policy on Additional Programmed Activities and spare professional capacity outlined in the Additional Information document relating to the 2003 Consultant contract for Clinical Academics.