

King's College London

Terms and Conditions of Employment for Research, Teaching-only and Professional Services Staff

The following Terms and Conditions apply to Research, Teaching-only, and Professional Services staff at King's College London, with effect from 1 January 2024. They do not apply to clinical, academic or senior professional services staff.

These terms and conditions have been discussed in partnership with the recognised trade unions UCU, UNISON and UNITE.

The terms and conditions outlined below apply to full-time Research, Teaching-only and Professional Services 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 involve work outside standard office hours.

Standard working hours for full-time staff are 35 hours per week, excluding meal breaks. In cases where a regular work pattern includes work on Saturdays and Sundays these days are considered standard working days for that individual. Meal breaks for all staff are unpaid.

Fixed shift or other regular hours of work outside standard hours will be the subject of agreement between the Head of Department/Division/School and the staff concerned.

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. Additional Working Hours

Where staff in grades 1 to 4 are requested to work over their contracted hours per week, compensation will be awarded either as time off in lieu (TOIL) of those additional hours worked or by payment at the rates specified below. The time off in lieu is to be taken on a date to be agreed with the line manager.

Time off in lieu will be awarded when the need for additional working is unexpected. If an individual has been

given at least 24 hours' notice of the requirement to work additional hours they will be paid in accordance with the rates below. It should be noted that individuals have the right to turn down requests for working additional hours.

The decision as to the method of compensation will be made in consultation with the individuals affected but ultimately rests with the line-manager. Any additional hours for which payment is sought must be authorised, usually in advance, by the appropriate Head of Department/Division/School or their nominee.

Payment for authorised additional working hours (or TOIL accrual) will be made at the following rates:

- Standard workdays and Saturdays (unless a standard workday) - time and a half (base rate excluding London Allowance)
- Sundays (unless a standard workday), bank and public holidays, closure days - double time (base rate excluding London Allowance)

In cases where a regular work pattern includes work on Saturdays and Sundays these days are considered standard working days for that individual. Their equivalent Saturday and Sunday will be the sixth and seventh consecutive day of their working pattern.

For staff working part-time, payment for additional worked hours (or TOIL) will be made at the base rate until they have worked the full-time standard working hours. This does not affect the right for part-time staff, where they are eligible, to receive unsocial hours payments, weekend payments or other forms of enhanced pay.

3. Leave

3.1. Annual Leave

The 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.

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, the annual leave allowance is pro rata to the full-time equivalent.

Staff may carry forward a maximum of five days annual leave from one leave year to the next. Agreement to carry forward more than five days leave is subject to local management discretion. Any leave carried over must be taken within the first three months of the new leave year. No payment will be made in lieu of annual leave not taken at the end of the leave year.

Staff receiving higher rates of leave as a result of TUPE transfer or other historical reasons, may retain the higher rate of leave. Any future change involving the issue of a revised contract of employment (such as a regrade,

promotion or move to another role) will necessitate acceptance of the new terms and conditions including the standard leave allowance.

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 the 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.

Managers 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 can be considered. The conditions, financial or otherwise, attached will rest with the Head of Department/Division/School. In considering applications, the Head of Department/Division/School will sympathetically 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 Head of School (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.

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.

Individuals will receive an incremental increase each year until they reach the highest point associated with the role to which they are appointed. Progression to spine points within the Performance Zone is not automatic and will be managed through the Recognition Pay Scheme.

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

Staff in research and teaching-only roles will be eligible to join Universities Superannuation Scheme (USS), regardless of grade.

Professional Services staff appointed to grades 6 to 8 will be eligible to join USS.

Professional Services staff appointed to grades 1 to 5 will be eligible to join SAUL.

Individuals joining the University who are already 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 stay in the NHS pension scheme.

Staff who are promoted internally or 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' service	3 months	3 months
3 years' service 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 6 months at the rate of full pay plus 6 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 overtime or performance dependant 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	33 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 Research, Teaching-only and Professional Services staff will be six months. Staff on fixed-term contracts may be subject to a probationary period of up to six months.

Details of the probationary procedure for Research, Teaching-only and Professional Services staff are available on the King's College London staff website.

11. Notice Periods

During the first year of employment Research, Teaching-only and Professional Services staff in any grade may be terminated by either the University or the individual by giving four weeks' notice in writing.

In subsequent years of continuous employment, the following arrangements will apply:

Staff in grades 1 to 4 wishing to resign should give the University four weeks' notice in writing.

Staff in grades 5 to 8 wishing to resign should give the University twelve weeks' notice in writing.

For staff paid on salaries which do not align to the 1-8 pay spine, they will be deemed to be within Grades 5-8.

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

The University may terminate employment by giving the notice as outlined below:

Grades 1 to 4

Second, third and fourth year of continuous employment - four weeks' written notice of termination of employment.

Subsequent years up to and including 12 years of continuous employment - an additional week's notice for each subsequent year of continuous employment up to a maximum of twelve weeks' notice after twelve years' continuous employment.

Grades 5 to 8

Twelve weeks' notice in writing.

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

For staff appointed on fixed-term contracts, their employment may be terminated prior to the expiry of the fixed term by the University on giving notice as described above.

In circumstances where an individual no longer meets the essential conditions for the role, the University may terminate employment with appropriate notice paid in lieu. The essential conditions of the role 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 role, 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 staff wish 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.

14. Season Ticket Loan

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

15. 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.