

## Research and Analogous Staff

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Revised to align with changes following the review of Governance

Revisions agreed with UCU and effective from 1<sup>st</sup> September 2010 and updated 6<sup>th</sup> October 2014

### I General

- a) The conditions of service shall apply to all Research and Analogous Staff.
- b) All appointments are made subject to:
  - i) the Act, Charter, Statutes, Ordinances and Regulations of the University of London as amended from time to time; and
  - ii) the Charter and Ordinances of the College as amended from time to time; and
  - iii) such other Conditions as may from time to time be approved by the Council, subject to provision I c) below.
- c) The Council may add to or otherwise amend these conditions of employment, and the procedural documents referred to therein, only after agreement with the local branch of the University and College Union (UCU) for Academic Staff, and with the British Medical Association/British Dental Association (BMA/BDA) for Clinical research and Analogous Staff.
- d) Unless otherwise stated in your letter of appointment, your continuous employment with the College is taken to begin on the first day of appointment to a post at the College.
- e) **For Clinical Research Staff:** It is a condition of the tenure of the post that you hold and continue to hold an Honorary Clinical contract with the Barts and the London NHS Trust and/or with any other designated Health Authority or Trust approved by the College. The appointment may be ended forthwith if you resign or are dismissed from such an Honorary Clinical contract.

### 2. Removal Expenses

- a) The College will, in accordance with the Scheme approved by the Council from time to time, reimburse removal expenses which arise when you take up your appointment.

### 3. Probation

- a) Unless otherwise waived or modified in your letter of appointment, your probation period will be one year.
- b) **Temporary and Fixed-term Staff:** If your contract is shorter than the appropriate probation period, your probation will run for the duration of the contract. If your contract is then extended, so will your probation period, until the appropriate period has been completed.

### 4. Pay Arrangements

- a) Your pay scale will be notified to you in your letter of appointment. The College's current salary scales are enclosed and are also available on the HR web-site.
- b) Increases to the College's salary scales will be those approved nationally from time to time for university clinical and non-clinical academic staff. Any increase will apply to the whole amount in the salary scale, including any element of London Allowance.
- c) Salaries are paid monthly in arrears at or before the end of each month and you will be notified in writing of your salary details. The normal method of payment is by transfer to a bank account.
- d) The College will deduct income tax as instructed by the Commissioners of Inland Revenue, and National Insurance contributions under the Social Security Acts.
- e) If you are overpaid, this document gives the College authority to deduct from salary the amount of the overpayment, provided that the rate of any such deduction is not unreasonable.
- f) Incremental progression will be automatic up to the contribution threshold for your grade. Thereafter progression will depend on your contribution as assessed by the College. If you are appointed to the junior research training zone of grade 4, progression out of the zone depends on criteria defined by your department or institute. For example this may be the completion of, or satisfactory progress towards, a PhD or other agreed targets.
- g) The normal annual incremental date is the anniversary of appointment.

### 5. Promotion, Discretionary Points and Additional Increments

- a) **For all Academic Staff other than "off-scale" staff:** The College will consider, annually, applications made through its Staff Bonus Scheme. This may lead to the award of a **bonus payment, additional increment(s)** or further **increments beyond the bar** for your grade.
- b) The College will also consider **promotion to higher grades** annually. The procedures for this process are set out in the relevant *Academic Promotion Guidance Notes* as issued from time to time. Any award will normally take effect on 1st August following the recommendation.
- c) If your post is funded from research grants, any award is subject to the availability of funding.

### 6. Pension Scheme

- a) For research staff, the recommended pension scheme is the Universities Superannuation Scheme (USS).
- b) If you are eligible for membership of USS you will be automatically entered into the scheme unless you opt instead to:
  - i stay in the Second State Pension Scheme (SSPS); or
  - ii take out a Personal Pension; or

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- iii stay in the NHS Pension Scheme - provided you already a member and work in the School of Medicine and Dentistry. (It is not permissible to join or remain a member of any other occupational pension scheme.)
- c) If you remain in the NHS scheme, you will be required to contribute to the scheme according to its rules. The College will contribute an additional sum in order to finance the benefits of the scheme.
- d) If you join the USS pension scheme, you will automatically be entered into the College's PensionsPlus scheme. This is a more effective way of paying your pension contributions.
- e) Instead of the employee and employer each contributing to the pension fund, under the PensionsPlus scheme, you agree to have your salary reduced by the amount you would otherwise have contributed. In return, the College will pay both its contribution and the amount you would have paid. By participating you will not have to pay national insurance on your the amount you would have paid. Your take home pay will therefore be greater. More information is available in a booklet which is included with this contract of employment or from the HR website.
- f) The College does not offer PensionsPlus arrangements for Academic Staff in any scheme other than the USS pension fund.
- g) The USS scheme is contracted out of the State Second Pension. A contracting-out certificate to this effect is in force.
- h) If you decide not to join USS, or opt to leave it, the rules of the scheme may, in certain circumstances, permit you to join or re-join the scheme.
- i) If you opt for membership of SSPS, or you opt to take out a Personal Pension, the College will contribute only the minimum amount that it is required to in law.
- j) You can get further information from the Pensions Officers in the HR Department.

## 7. Duties

- a) You are responsible in the first instance to the research grant holder and ultimately to the Head of School/Institute for the performance of your duties (unless you are not employed on research grants in which case you are responsible directly to the Head of School/Institute). You are required to carry out such duties as may reasonably be assigned from time to time. Where any major changes in duties are proposed, you will be consulted beforehand. The changes will, wherever possible, be agreed with you. You are encouraged to promote by research or otherwise the advancement of your subject and profession.
- b) Your duties will include:
  - i) up to six hours teaching and demonstrating per week, including preparation and marking time, by agreement between you and the Head of School/Institute.
  - ii) such other academic, clinical, examination or administration duties as may reasonably be required.

## 8. Hours

- a) The hours of work are not fixed and you are required to work such hours as are necessary for the proper performance of your duties.

### 9. Holidays

- a) **Annual Leave:** Within the leave year 1 August to 31 July, the annual leave entitlement for full-time staff is 30 working days, with the choice of dates left to the individual, subject to the prior approval of the Head of School/Institute/Head of Section\*.
- b) It is expected that all leave will be taken during the leave year, but the Head of School/Institute/Head of Section\* may authorise the carrying forward of outstanding leave entitlement to the next leave year in appropriate circumstances.
- c) The specifying of annual leave in no way restricts the member of staff's freedom to work away from the College at times when their normal duties do not require them to be present.
- d) **Bank Holidays:** In addition to annual leave, full-time members of staff are entitled to paid holidays on the eight-public holidays.
- e) **College Closure Days:** Full-time staff are entitled to paid holidays on four other days when the College closes as determined by the College after consultation with the recognised trade union(s). The College may at its sole discretion grant paid holidays on additional closure days.
- f) **Part-time members of staff:** you are entitled to annual holidays on a pro-rata basis and to payment for such bank holidays and College closure days as you would normally have worked.
- g) **Leave entitlement in the year of entry or leaving:** This will be calculated on a pro-rata basis. When your employment ends, you are entitled to be paid for any annual leave accrued but not taken except where this is excluded by the conditions of the grant.

### 10. Appraisal

- a) All members of staff are required to participate in the College's appraisal scheme, as determined from time to time.

### 11. Leave of Absence

- a) Leave of absence on full pay may be granted for the discharge of civic and public duties, for compassionate or other reasons. Such leave will be subject to the approval of the Principal (or his or her nominee, normally the faculty Vice-Principal. Full details are contained in a separate document which is available on request.
- b) If you are required to do jury service, the College will deduct from your salary the full amount of any loss-of-earnings allowance payable by the court.

### 12. Insurance

- a) The College maintains certain insurances, information about which is published from time to time. These include an employer's and public liability policy and a personal accident policy.
- b) **Professional Indemnity Cover for Clinical Staff:** If you hold honorary contract(s) with any NHS Health Authority or Trust, the *NHS Indemnity Scheme* covers negligent acts in

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connection with the treatment of NHS patients in District Hospitals and Community Health Services. In addition to patient care, the activities covered include teaching, research and clinical trials involving NHS patients. The activities of those who do not hold Honorary Contracts are **not covered** by the *NHS Indemnity Scheme*.

- c) But even if you hold an Honorary Contract, the NHS Indemnity Scheme may not cover all your professional activities. For example, private practice for personal gain or for the benefit of the Medical School; "good Samaritan" acts; non-NHS research, clinical trials or consultancies; academic general practice; and any other activities involving patients or human subjects outside the NHS - all these are excluded from NHS indemnity.
- d) You are therefore required to ensure that you are covered for any work which does not fall within the scope of the *NHS Indemnity Scheme* and are strongly advised to subscribe to a medical defence organisation.
- e) **Clinical Trials and Clinical Research Insurance:** The College holds a specific clinical trials and clinical research extension to its public liability insurance covering employees only, predicated on clinically qualified members of staff having their own professional indemnity insurance, and relating only to claims arising as a result of alleged negligence. Further details are available on request.

### 13. Sickness or Injury

- a) If you are absent from duty owing to illness, including injury or other disability you should inform your Head of School/Institute \* as quickly as possible. You are entitled to benefits under the College's Sickness Benefit Scheme for Academic and Academic-Related Staff, details of which are contained in a separate document which is attached.

### 14. Maternity and Related Family Leave

- a) The College's Code of Practice on Maternity and Related Family Leave (as amended from time to time) sets out the College's schemes for maternity, paternity, parental and adoption leave. The Code is available on the HR web-site or from the HR Department.
- b) If you are not eligible for one of the QMUL schemes, you may qualify for statutory maternity, paternity or adoption leave and pay. Details of these statutory provisions are set out in the Employee Guides to Maternity Leave; Adoption Leave; and Paternity Leave.

### 15. Health and Safety

- a) In law, it is your duty while at work:-
  - i) to take reasonable care for the health and safety of yourself and of other persons who may be affected by your acts or omissions at work; and
  - ii) to co-operate with the employer or any other person to enable them to comply with any duty or requirement imposed by Health and Safety law.
- b) **HIV and AIDS policy:** Clinical staff who undertake exposure prone procedures must comply with the relevant Department of Health Guidelines.

## 16. Patents & Copyright

- a) Any discovery, design, computer software programme or other work or invention which might reasonably be exploitable ("Invention") which is discovered, invented or created by the Employee (either alone or with any other person) either directly or indirectly in the course of their normal duties or in the course of duties specifically assigned to him in the course of his employment shall promptly be disclosed in writing to the College. All intellectual property rights in such Invention shall be the absolute property of the College and the College shall have the right to apply for, prosecute and obtain patent or other similar protection in its own name. Intellectual property rights include all patent rights, copyright and rights in respect of confidential information and know-how. The ownership of copyright in research papers, review articles and books will normally be waived by the College in favour of the author unless subject to any conditions placed on the works by the funder.
- b) It is acknowledged by the parties that the Employee's duties include research work and that Inventions might reasonably be expected to arise either directly or indirectly as a result of such work. Inventions will be regarded as coming within this clause provided that they arise in connection with the Employee's duties even though outside the precise scope of the research project the Employee was working on at that time.
- c) The Employee will be expected to publish the results of his/her research work, subject to the conditions of any contract providing funding for the research, after notifying the College of any Invention so as not to prejudice the College's ability to obtain patent protection or to exploit the Invention, where appropriate.
- d) The Employee shall if and whenever required to do so by the College at the expense of the College do all acts and execute all documents which may be necessary to confirm the title of the College to such intellectual property rights whether in connection with any registration of such title or otherwise.
- e) All rights and obligations under this Clause in respect of any Invention shall not cease upon termination of employment.
- f) A Code of Practice (as updated from time to time) will govern the exploitation of intellectual property belonging to the College to which the Employee has contributed as an inventor or author.

## 17. Work For Outside Bodies

- a) Staff are encouraged to undertake those paid extra-curricular or outside activities normally associated with holders of university posts, eg external examining, book reviewing, advising on publications, providing articles, broadcasts and lectures, provided that in sum these activities do not adversely affect the proper performance of College duties. No special permission to undertake such tasks is required but members of staff should notify the extent of their commitments to their Head of School/Institute\*. If you undertake any such activity, you do so on the understanding that the College disclaims responsibility for any act or omission on your part.
- b) Research grants and contracts are accepted on behalf of the College as a corporate body by the Chief Administrative Officer and must be administered in accordance with the procedures determined by the Council from time to time.

## 18. Travelling Expenses and Subsistence Allowances

- a) The College will reimburse expenditure for travel on approved College business, in accordance with the Scheme laid down by the Council as amended from time to time.

## 19. Equal Opportunities in Employment

- a) The College has a policy statement. There is an on-going programme to implement Equal Opportunities aspects of employment. All employees shall comply with the policy and any breach thereof, including any harassment, may result in disciplinary action.

## 20. Duration of Appointments and Notice Periods

- a) You may end the appointment by giving 3 months' notice in writing to the Head of School/Institute with a copy to the Director of Human Resources. Unless otherwise agreed, such notice shall not expire before the end of the appropriate College term.
- b) You may opt to retire at any time in accordance with the conditions set out in your pension scheme, provided that you give at least 3 months notice in accordance with paragraph 20a).
- c) **If your contract is “fixed-term”:** the date the contract is due to end is stated in the contract. Notice, therefore, is given from the outset of the contract. For staff with service of one year or more, at the end of the contract, the College will review the appointment.
- d) **Termination before the end date in the contract:** The College may terminate your appointment before the end date in the contract in accordance with provisions contained in Statute. In such cases, the College will give at least 3 months' notice in writing. This notice period may expire at any time, even before the end of a College term. In the event of Gross Misconduct, the College has the right to dismiss summarily.

## 21. Data Protection

- a) **For Clinical Research Staff:** Sensitive personal data relating to you and your work may be shared with partner trusts in pursuit of the matters described in the Joint Protocol on Dismissal, Discipline, Suspension and other Procedures Applicable to Clinical Academic Staff.

## 22. Grievance, Disciplinary and Dismissal Procedures

- a) If you wish to raise a grievance, the HR Code of Practice on Grievance makes provision for you to raise the matter informally with your manager, or if the complaint is about the manager, with their manager. The Code also makes provision for you to raise a matter, formally, in writing with your Head of School/Institute, or if the complaint is about them with the appropriate vice-principal (or an equivalent senior member of staff).
- b) You may lodge an appeal against a decision made at the formal stage of the procedure. The appeal must be lodged in writing with the Director of HR and the matter will be heard by an appeal panel.
- c) The College's disciplinary *rules* can be found in appendix 1 and 2 of the Code of Practice on Discipline. The College's discipline and dismissal *procedures* can be found in a number

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of Codes of Practice, which may be amended from time to time. These procedures are set out in Appendix 3, attached.

- d) Appendix 3 also indicates the person to whom you may apply to have a decision reviewed if you are not satisfied with it.

\* A Head of School/Institute is responsible to the Principal, and where these Conditions apply to a Head of School/Institute, "Principal" should be substituted for "Head of School/Institute".

# Appendix 1:

## QMUL Sickness Benefit Scheme

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### Sick Pay

- a) If you are absent from work owing to illness or injury you are entitled to payment in accordance with the following scale:

Length of Service	Maximum allowance per 12 month period
During the first three years of service	Three months full pay and three months' half pay
After three complete years' service	Six months full pay and six months' half pay

- b) One month shall be regarded as 22 working days, all public holidays being counted as working days.
- c) The College may, at its discretion, extend the entitlement to full or half pay; for example, where you are following an approved course of treatment which has been approved by a doctor acting on behalf of QMUL Council.
- d) During absence due to sickness or injury the College and the member shall continue to pay their respective full pension contributions.

### Notification and Certification

- a) Payment will only be made if the following procedure is followed if you are absent through a medical condition.
- b) If you are unable to carry out your duties because of sickness or injury you should inform the Head of School/Director of Institute /Head of Section, wherever possible in person, as soon as possible on the first day of absence.
- c) If your sickness absence is for less than 1 day, you need not self-certify. For absences of 1 to 7 days (including Saturday, Sunday and Bank Holidays) you must complete a self certificate and ensure that it is submitted to the HR Department as soon as possible.
- d) In any twelve month period, no more than four self-certificates are normally permitted. Submission of the fourth self certificate will trigger a review of your absence record over the preceding 12 month period. Your manager will take into account the number of days absence on each occasion and of any evidence of patterns of absence. You will be informed if further action is considered necessary. Such action may include:
- i) referring you to the Occupational Health Service for a medical opinion;
  - ii) an interview with the Head of School/Director of Institute and a representative from Human Resources;
  - iii) action under the relevant "Sickness" Code of Practice;
  - iv) claiming to be sick when you are not is a disciplinary offence which will be dealt with under the College's Code of Practice on Discipline.
- e) If you are absent for 8 days or more (including Saturday, Sunday and Bank Holidays) you must self-certify for the first 7 days, and supply a medical certificate for the balance. You

## QMUL Sickness Benefit Scheme

- must continue to supply medical certificates until you return to work. A medical certificate is one issued by a GP or Hospital Doctor.
- f) If you fail to submit certificates as required, the College will send two reminders. If you still fail to supply certificates, the appropriate amount of sick pay paid under the scheme will be deducted from your salary.
  - g) If your medical condition causes long term absence, you must ensure that you keep your Head of School/Director of Institute /Head of Section informed about your progress on a regular basis.
  - h) You may be required at any time to present yourself for examination by a doctor of the College's choice.

### Accident Third Party Claim

- a) If you are absent as a result of any injury or accident you must undertake to refund to the College any sums that you recover from a third party by way of damages for loss of earnings. You are not, however, obliged to make a claim or take legal action against a third party, unless, either:
  - i) the College offers a full indemnity as to costs; or
  - ii) the circumstances are such that it would be unreasonable not to make a claim.
- b) While any proposed legal claim is being resolved, any payment made by the College will be treated as a loan.
- c) The College will disregard, for the purpose of its sick pay scheme, any period of absence for which you refund in full the amount of sick pay received. If the refund is made in part only, the College may at its discretion, decide the period of absence it will disregard.

### Notes

- a) In calculating the period during which salary shall be paid during absence due to sickness or injury, the College will disregard:
  - i) absence, on the advice of your doctor, to prevent the spread of an infectious illness with which you have been in contact.; and
  - ii) absence owing to notifiable infectious or contagious illness which was, in the view of an independent doctor, contracted directly in the course of your employment (including travelling on duties connected with the work of the College). The College will select the independent doctor by agreement with you (or with the College branch of UCU acting in your behalf).

## Appendix 3:

### QMUL Grievance, Discipline and Dismissal Procedures

#### I Discipline, Dismissal and Appeals

- a) The College's discipline and dismissal procedures can be found in the following Codes of Practice: Managing Redundancy; Discipline; Remediating Poor Performance; Managing Persistent Sickness Absence; Reviewing fixed-term contracts; Probation; "Other" Potential Dismissals.
- b) If you are dissatisfied with any decision made under one of these procedures, the person you can apply to depends on the nature of the decision. The Codes themselves give you full details of how to lodge an appeal, but the table below summarises the arrangements:

Code	Type of Decision	Appeal lodged with	Appeal heard by
Managing Redundancy	Selection for Redundancy	Director of HR	Appeal panel
Discipline; Poor Performance; Managing Persistent Sickness Absence	Warnings given by a manager	Manager's manager	Manager with appropriate authority
	Any decision more severe than a warning, including dismissals, normally given by a panel.	Director of HR	Appeal panel
Review of fixed-term contract; Probation; Other potential dismissals	Decision to end the contract	Director of HR	Appeal panel

- c) The constitution of panels and appeal panels in all the procedures described in this appendix are set out in the Introduction to the Codes of Practice.
- d) **For Clinical Staff only:** Where it has been agreed with the relevant NHS Trust, the Joint Protocol on Dismissal, Discipline, Suspension and Other Procedures Applicable to Clinical Academic Staff shall apply.