

## STATEMENT OF MAIN TERMS AND CONDITIONS OF SERVICE FOR ACADEMIC AND RESEARCH<sup>1</sup> STAFF WITH CLINICAL PRACTICE EMPLOYED IN THE KENT AND MEDWAY MEDICAL SCHOOL

The Kent and Medway Medical School (KMMS) is a joint venture between the University of Kent and Canterbury Christ Church University, with the involvement of local NHS Trusts. The two universities have agreed that the University of Kent (hereafter referred to as the University), on behalf of both universities, will be the legal employer of KMMS staff. This document sets out the main particulars of the terms and conditions of service by the University of Kent on behalf of the Kent and Medway Medical School.

This document is designed to provide an overview of some of the most important aspects of the conditions of employment and should be read in conjunction with Statute 7 and Ordinances 36-39 which can be found on the Governance website at:

<https://www.kent.ac.uk/governance/about/constitutionandmanagement.html>

All staff are expected to adhere to the University's Code of Conduct (and any bespoke and additional codes of practice/protocols designated by and for the medical school) which can be found on the Human Resources website at:

<https://livekent.ac.sharepoint.com/sites/HR/SitePages/policies-codeofconduct.aspx><sup>2</sup>

### 1 SALARY

Salaries and conditions of service, where these are not determined locally by the University<sup>3</sup>, are as negotiated centrally by the Universities and Colleges Employers' Association and adopted by the Council of the University.

Current salary scales can be found on the HR website at: <https://www.kent.ac.uk/hr-staffinformation/salary/index.html>

All salaries will be paid in 12 equal monthly instalments, in arrears, direct to the member of staff's bank account, on the last working day of each month. Members of staff who work part year will receive their annual salary by 12 monthly payments. The University reserves the right to make any required adjustments to salaries on leaving the University's employment. This may include making arrangements for any overpayments of salary to be paid back to the University or the University making adjustments in final salary to balance any underpayments.

<sup>1</sup> Research Assistants (Grade 6) are covered by separate terms and conditions

<sup>2</sup> Policies cannot be accessed via the links prior to start of employment but will be sent upon request

<sup>3</sup> Incorporating salaries that are notified directly by NHS pay circulars including the GP Educator and Associate Specialist pay scales which will be subject to consideration and adoption by the University.

## 2 DUTIES AND OUTSIDE WORK

It shall be the duty of every member of the Academic and Research Staff to devote himself/herself to the advancement of knowledge in his/her subject, and to give instruction therein within the University. He/she shall also do all in his/her power to promote the objects of the University as defined in [the Charter](#), which are to advance education and disseminate knowledge by teaching, scholarship and research for the public benefit.

Academic staff holding a full-time post in the University shall not undertake any regular or substantial paid work outside the University, other than via an agreed contract and provided that such work does not interfere with the satisfactory performance of his/her duties in the University.

It is recognised that as part of your duties with your clinical employer you may be required to participate in an on-call rota and we will take account of this in the requirement of you to undertake your duties under this academic contract.

Any work carried out in relation to the 'promotion of' the Kent and Medway Medical School' and the partnership between the two universities, must be discussed and approved by the Dean of KMMS, in advance of any appearance, interview and or publication.

## 3 HOURS OF WORK

The standard working week for a full time employee is 35 hours per week.

Normal working hours are 35 per week\*. Staff work flexibly to complete their duties and this may include the occasional requirement for weekend work. There are no overtime payments.

Teaching and other on-campus activities normally take place between 9.00am and 6.00pm Monday to Friday\* and staff are expected to be available if required during these hours\*\*, exclusive of a break for lunch each day. The University reserves the right to alter these hours as necessary.

Working practices should be in accordance with Work-life/Home-life Balance guidance and, in accordance with the Working Time Regulations 1998, work should not exceed a maximum of 48 hours per week.

\* Or as determined in the contract of employment if the appointment is part-time.

\*\* The University has various policies, e.g. *Teaching Constraints policy*, that can be used by staff with particular needs to request suitable adjustments.

## 4 ANNUAL LEAVE

The leave year runs from 1 August to 31 July.

Your holiday entitlement in any leave year is 301 hours (43 days) (pro rata for part time staff). Of these, 91 hours (13 days) are reserved for bank/public holidays and customary days when the University closes at Christmas.

Periods outside of term time are covered by the annual leave allowance (unless agreed otherwise) and staff involved in teaching are expected to take leave during these periods.

Arrangements for requesting and recording leave vary across Schools and these local requirements should be followed.

Requests for leave within term time by staff involved in teaching will be considered if there are reasonable or extenuating circumstances; all such requests should be made in advance as specified by local arrangements.

As leave is often taken outside of term time and is not recorded centrally, untaken holiday is not calculated when leaving the University.

## **5 PENSION SCHEME**

Your employment may satisfy the criteria for membership of the NHS pension scheme and therefore you may make an application to contribute to the NHS Pension Scheme.

Accompanying your employment offer documents is an application to pay contributions into the NHS Pension Scheme. You must return the completed form to us within 3 months of commencing employment. If your application is late it may be turned down.

Alternatively, upon appointment all eligible (as defined by the scheme rules) members of staff will be deemed to be members of the Universities Superannuation Scheme (USS), which is the occupational pension scheme for academic and research staff. USS is a contributory scheme and appropriate contributions will be deducted from the member of staff's salary. Full details of the scheme can be found at: <https://www.uss.co.uk/members/members-home>

Staff who join USS will automatically become a member of PensionsPlus, a salary exchange arrangement offered by the University. Members agree to give up the part of their gross basic salary that they would otherwise contribute to the pension scheme and in exchange, the University will make the same level of pension contribution on their behalf. Take-home pay is therefore increased due to a reduction in payment of National Insurance contributions. Full details of PensionsPlus can be found at:

[https://livekentac.sharepoint.com/sites/HR/SitePages/Pensions\(1\).aspx#pensionsplus](https://livekentac.sharepoint.com/sites/HR/SitePages/Pensions(1).aspx#pensionsplus)

Please note that under the rules of the pension scheme, members who anticipate obtaining a refund of pension contributions during the first two years' of membership may wish to opt out of PensionsPlus in order to retain this flexibility. To remain a member of the pension scheme but opt out of PensionsPlus, visit: <https://staffconnect.kent.ac.uk/>

If you are in receipt of a pension from USS, you are not eligible to join USS and will be enrolled into SAUL, if you are aged under SAUL's Normal Pension Age, or NEST. Please contact the Pensions Office for further information if the above affects you.

## **6 PROBATION**

All Academic and Teaching Staff who are new to the University, including those on part-time and fixed-term contracts, undergo a probationary period, irrespective if they have already undertaken a successful period of probation at another institution. The normal period of probation for newly appointed academic and teaching staff is 18 months. The University's Academic and Teaching Staff Probation Policy sets out the procedures that will apply during the probationary period, details of which are available at:

<https://livekentac.sharepoint.com/sites/HR/SitePages/probation-index.aspx>

## **7 RESIDENCE**

Within six months from the date of their appointment, members of staff are required to take up permanent residence within 25 miles, or one hour's travelling time, of their normal place of work.

## **8 SICKNESS ABSENCE AND SICK PAY**

For full details of the payments made due to ill health please see appendix 1. For details of the University's sickness absence policy and procedure please see the HR website: <https://livekentac.sharepoint.com/sites/HR/SitePages/Abscence-and-Ab.aspx>

Employees absent from duty owing to illness shall be entitled to payment in accordance with the following scale:

During First Three Months' Service	2 weeks full pay	2 weeks half pay
Three Months to One Year	2 months full pay	2 months half pay
Second and Third Year of Service	3 months full pay	3 months half pay
Fourth and Fifth Year of Service	5 months full pay	5 months half pay
After Fifth Year of Service	6 months full pay	6 months half pay

## **9 INJURY**

An employee who is absent from duty due to injury sustained in the actual discharge of his/her duty and without his/her own default shall be entitled to sick pay in accordance with Paragraph 8. The period of such absence shall not, however, be taken into account in calculating the sick leave allowance referred to in that paragraph.

An employee who is absent as a result of an accident shall not be entitled to his/her salary if damages for loss of earnings may be receivable from a third party in respect of such an accident. In this event, the University may advance a sum not exceeding the salary which would otherwise have been earned, subject to the member of staff undertaking to refund to the University the total amount of the advance or the proportion represented by the amount of the damages.

## **10 FAMILY FRIENDLY AND FLEXIBLE WORKING POLICIES**

Full details of the University's family friendly and flexible working policies, which include information on Maternity, Paternity, Adoption and Parental Leave, are available on the Human Resources website: <https://livekentac.sharepoint.com/sites/HR/SitePages/family-index.aspx>

## **11 ANNUAL JOINT APPRAISAL**

The University recognises the importance of developing its staff and providing them with a framework in which past performance can be reviewed, plans for the future can be made and personal development opportunities can be explored.

Staff employed under a joint appointment with the NHS are required to participate in an annual appraisal process which will be conducted jointly by KMMS and your NHS employer, the arrangements for which will be discussed with you. Contribution from both universities (line/matrix managers or key partner stakeholders) will be sought as appropriate to ensure the appraisal is fully representative of the full scope and delivery of the role.

This appraisal will be conducted in accordance with the principles set out in the *UCEA Clinical Academic Staff Appraisal Guidance Notes 2017*:

<https://livekentac.sharepoint.com/sites/HR/SiteAssets/Forms/AllItems.aspx?id=%2Fsites%2FHR%2FSiteAssets%2FSitePages%2Fconditions%2Dof%2Dservice%2Dindex%2Fclinical%5Facademic%5Fstaff%5Fappraisal%5F%2D%5Fguidance%5Fnotes%2Epdf&parent=%2Fsites%2FHR%2FSiteAssets%2FSitePages%2Fconditions%2Dof%2Dservice%2Dindex>

For other Clinical Academic Staff employed outside of a joint appointment with the NHS, KMMS will support and facilitate a joint appraisal with your NHS clinical employer/practice.

## **12 RESPONSIBLE OFFICER**

Maintaining a licence to practise is an essential requirement of employment. You are required to provide the details of your Responsible Officer at your current clinical employer who will be asked to notify any concerns that may arise in the course of your clinical duties with your licence or revalidation. It is also your professional responsibility to inform the University promptly of any concerns that may arise so that further details can be requested from your Responsible Officer.

## **13 LEARNING AND DEVELOPMENT**

The [University of Kent's 2025 Strategy](#) states our collective commitment to fostering a learning culture by maximising cultural and developmental opportunities for our staff and ensuring staff have the appropriate skills to do their jobs.

You will have access to a range of learning and development opportunities provided at both the University of Kent and Canterbury Christ Church University, further details of which will be provided to you.

You will be invited to, and must attend, a KMMS induction programme which will provide information on the vision for KMMS and the partnership between the two universities together with practical information to assist your integration into KMMS and the shared environment. In addition, you must attend the central staff induction programme during your first three months of employment.

Further information can be accessed via the Learning and Development web pages at: <https://livekentac.sharepoint.com/sites/HR-TOD?OR=Teams-HL&CT=1626250372067>

## **14 EQUALITY, DIVERSITY AND INCLUSIVITY (EDI)**

All University staff are expected to read, comply with, and support the University's policies with regards to ensuring and promoting equality, diversity and inclusivity. Relevant training and development should be undertaken, as required. Further information about EDI is available from the University's website at: <http://www.kent.ac.uk/hr-equalityanddiversity/>.

In addition, you are required to comply with any medical school specific EDI related policies, protocols and practices, which will be provided to you as appropriate.

## **15 UNIVERSITY REGULATIONS AND USE OF FACILITIES**

All University staff should read and be aware of the important regulations which govern health and safety, information technology and the use of facilities.

Staff are bound by the *Regulations for IT and Library Use at Kent*. These are available from the Information Services website at: <http://www.kent.ac.uk/is/regulations/> or on paper from Information Services. University staff must not breach the copyright of software provided by the University for use on University-owned computers or on computers owned by staff. All University staff are also expected to follow good practice guidelines published by Information Services and available from their website.

Staff are also bound by the regulations which relate to car parking. Parking at the University is limited and is operated on a permit system. Staff parking is not usually available at Christ Church Canterbury University campus. Alternatively staff may like to take advantage of discounts for bicycles or bus passes and support the University's [Travel Plan](#) to encourage sustainable transport.

## **16 PRIVACY AND DATA PROTECTION**

The University holds and processes your personal data and special category data for particular purposes in connection with your work or engagement with us, and the management and

administration of our business. The University also exchanges information about you with Canterbury Christ Church University (KMMS partner) and external suppliers (from both universities) who may administer your benefits. Full details are available from the University's Information Compliance Team website at: <https://www.kent.ac.uk/infocompliance/> and from the HR website at:

<https://livekentac.sharepoint.com/sites/HR/SitePages/privacystatement-index.aspx>

It is recognised that in the performance of your duties, you will have access to data outside of the control of the University of Kent. You must handle this data only for the purposes laid out in the respective data processing agreement with the partner organisation(s), the partnership data sharing agreement, and in compliance with any security, retention or other related requirements made as part of that agreement.

Where you are required to access a partner's IT systems you must do so in accordance with any access and security policies, procedures or instructions made by that partner. Any breach of these provisions may be treated as potential misconduct under the University of Kent's own policies and handled accordingly.

## **17 RESIGNATION**

Members of staff may resign from their appointment by giving notice in writing of their intention to do so. The notice of resignation should be addressed to the Line Manager/Dean of KMMS with a copy to Human Resources.

### **Academic Staff:**

- Professors may resign by giving six calendar months' notice
- All other Academic Staff may resign giving three calendar months' notice taking effect at the end of the medical school semester/term

### **Research Staff:**

During the first three months of the probationary period, appointments are subject to a notice period of one week on either side; after three months' service, and until completion of the probationary period, appointments are subject to a notice period of one calendar month on either side.

Following completion of probation all Research Staff appointments are subject to three calendar months' notice on either side.

In circumstances where the University is terminating a member of staff's employment with notice, the notice periods referred to above will apply.

Notice periods may be varied (either way) by mutual agreement with the Dean of KMMS.

Should your honorary appointment be suspended or terminated at any time, this may have an impact on your employment with the University.

You should be aware that termination of your employment under this contract may have implications for your honorary contract of employment.

## **18 RETIREMENT**

The University does not stipulate an age by which staff must retire. As and when members of staff wish to retire, the normal contractual notice period will apply. For members of a pension scheme, it is helpful to contact the Pensions Office at least three months before the planned retirement date so that pension arrangements can be processed in good time.

## **18 RETURN OF PROPERTY**

You will be a member of both university communities, and will have access to the facilities and equipment of both institutions as necessary in order to carry out your duties. A member of staff in possession of any University (Canterbury Christ Church or University of Kent) property must return all such property before the end of their notice period, or at any other time when asked to do so.

The University reserves the right to deduct the replacement cost of any unreturned property from the individual's final salary payment.

## APPENDIX 1

### (A) SICKNESS

For information about reporting procedures and the appropriate documentation/certification which needs to be provided please see the Managing Sickness Absence Procedure which is available on the HR website: <https://livekentac.sharepoint.com/sites/HR/SitePages/Abscence-and-Ab.aspx>

Failure to provide appropriate certificates may result in pay being withheld.

### (B) SICK PAY

Employees absent from duty owing to illness shall be entitled to payment in accordance with the scale outlined in paragraph 8.

#### Explanatory Notes

- (a) The rate of allowance and the period for which it shall be paid in respect of any absence due to illness shall be ascertained by deducting from the period of benefit appropriate to his/her service on the first day of absence the aggregate of the periods of absence due to illness during the twelve months immediately preceding the first day of absence. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave.
- (b) The allowance shall not exceed the sum (if any) by which the total amount of benefits, allowances and payments referred to below falls short of full pay, subject to the amount of service set out under the Scale of Allowances above.

Accordingly the following deductions shall be made from an allowance equal to full pay:

- (i) The amount of sickness benefit receivable under Statutory Sick Pay during the first twenty eight weeks of absence, and under the National Insurance Acts and Regulations for the period thereafter. Details concerning Statutory Sick Pay are set out at (C);
- (ii) The amount of injury benefit receivable under the National Insurance (Industrial Injuries) Acts and Regulations made there under.

The following deductions shall be made from an allowance equal to half pay:

- (iii) The amount by which the total of the allowances receivable under (i) and (ii) above plus half pay exceeds full pay except that –
- (iv) Married women and widows exercising their right to be excepted from the payment of flat rate National Insurance contributions shall be deemed, in regard to the scheme for sickness payments, to be insured in their own right, and in their case deductions will be made from full and half pay (in accordance with (i) to (iii) above) of an amount equal to the benefit that would have been receivable had full National Insurance contributions been paid. This provision is distinct from any obligations arising from Employers' Statutory Sick Pay where separate rules apply.

### (C) STATUTORY SICK PAY

Since April 1983 employers have had a statutory obligation to pay Statutory Sick Pay to their employees.

Entitlement to **Statutory Sick Pay** can arise only - during a Period of Incapacity for Work (PIW) **and** during Period of Entitlement (PE) **and** on a Qualifying Day (QD).

**A Period of Incapacity for Work (PIW)** is a period of **at least** four days of incapacity.

A day of incapacity can be any day of the week (for example, Sunday and Public Holidays count); it does not have to be a normal working day. For SSP purposes, a member of staff will be deemed incapable of work if by reason of some specific physical or mental illness or disablement he/she is unable to do the work which he/she would reasonably be expected to do under the contract of service. Periods of incapacity for work which are separated by 56 calendar days or less are linked together to form a single PIW.

**A Period of Entitlement (PE)** for SSP begins with the commencement of a PIW and ends when the member of staff: returns to work; exhausts his/her total entitlement of 28 weeks' SSP in one PIW or linked PIWs. or a series of linked PIWs which have run for three years; leaves the University's employment; ceases to be incapable of work or becomes ineligible for some other reason. A member of staff will be ineligible to receive SSP if he/she earns below the lower earnings limit for National Insurance contributions purposes; has been entitled to certain State Benefits in the previous 8 weeks; is pregnant or has recently been pregnant; has a contract of 3 calendar months or less.

**Qualifying Days (QD)** are agreed between the University and the member of staff and will normally be those days of the week on which he/she is required by his/her contract of service to be available for work or which are chosen to reflect the terms of that contract. There must be at least one QD in each week. The QDs cannot be agreed as the days of sickness. SSP can only be paid for sickness on a Qualifying Day and the first three Qualifying Days in any period of incapacity for work (except in a linked period) do not count for payment purposes. These are called Waiting Days.

When payments of SSP are made to a member staff this will be reflected in the Pay Slip. Employers are obliged to count all payments of SSP as earnings for income tax and national insurance purposes.

When a member of staff is receiving SSP but is about to reach the end of his/her entitlement, he/she will be informed by the University so that appropriate steps can be taken to transfer liability for further statutory sickness payments to the Department of Work and Pensions.

When a member of staff's employment ends the University must issue a leaver's statement if the employee has had a PIW during the eight weeks ending with the date on which employment ceases and if SSP was payable for at least one week. The actual decision as to whether or not SSP is payable rests with the employer. Should the University decide not to pay SSP for a Qualifying Day it has a duty to explain the decision to the member of staff concerned. If a member of staff does not agree with the explanation, he/she may ask for a written statement of all the relevant facts and if still dissatisfied may ask for guidance as to obtaining an independent adjudication.