

## **CORE TERMS AND CONDITIONS OF SERVICE**

**These are the core terms and conditions which apply to new staff employed with the College from May 1999. These terms also apply to staff appointed on the Imperial College Job Families pay structure.**

### ***GENERAL CONDITIONS***

This document contains the terms and conditions of employment applicable to all staff employed by Imperial College London (subsequently, “the College”). These terms should be read in conjunction with the [appendix](#) to this document, the letter and contract offering employment, any enclosed statements or policies and any subsequent letters or contracts or policy statements issued. Where there is any conflict between these terms and conditions and your Contract of Employment, your Contract of Employment will take precedence. These terms and conditions are subject to any legislative changes.

The College reserves the right to change or alter these terms as a result of changes in conditions negotiated at national level, or as a result of changes arising from consultations at local level, and adopted by the College.

### ***PLACE OF WORK***

Staff are appointed to a department, division or centre and notified of their main campus location in their contract of employment. The College may require staff to work in, or be transferred to, other departments, divisions or centres or to change locations within a reasonable travelling distance of their current campus, either temporarily or longer term.

### ***POLICIES AND PROCEDURES***

Staff are required to comply with all statutory requirements and with all existing or updated policies and procedures, and any new College policies and procedures when they are introduced.

No College policy or procedure forms part of your terms and conditions of employment unless it is specifically stated to have contractual effect.

Staff are required to familiarise themselves with the following key policies and procedures. These do not form part of your contractual terms however you are required to abide by them. All policies and procedures are available from the HR website <http://www.imperial.ac.uk/human-resources/procedures/> and may be accessed from outside the College; hard copies may be obtained from your HR contact upon request.

## **Equal Opportunities**

Imperial College is committed to a policy of promoting and advancing equal opportunities and inclusion in employment, to challenging discrimination and inequalities and to implement best practice. The College will promote a working environment where factors such as age, race, colour of skin, ethnic or national origins, marital status, gender, disability, religion or belief, socio-economic background, parental status, trade union membership, sexual orientation, those who identify as trans, those who identify as gender neutral, do not affect treatment or progression.

## **Behavioural Expectations**

Imperial College is committed to creating and maintaining a working environment which encourages all members of staff to contribute fully and which is based on mutual respect, politeness and civility. All staff are expected to comply with the College's '[Respect for Others](#)' standards and policies. There is no place for discrimination, harassment and victimisation or, threatening, bullying or abusive behaviour. Any contravention will be regarded as serious and disciplinary action will be taken.

## ***Imperial Expectations***

*Imperial Expectations* are a set of seven statements which help to ensure a positive working environment where staff feel motivated, engaged and perform well. They are behavioural principles which have a positive effect on the quality of daily working life and which will help all staff, within each section and department, to meet their objectives. Originally designed to articulate how our leaders, managers and supervisors are expected to behave, they also relate closely to the College's '[Respect for Others](#)' standards and so are applicable to all staff.

## **Sustainability**

The College seeks to ensure that all its operational activities are consistent with the highest principles of environmental and ecological sustainability and that its purchasing practices impact positively on all suppliers and communities. Policies and procedures are being developed and implemented with appropriately ambitious targets. All staff are expected to comply with these arrangements and to ensure, by their personal conduct, that their own actions are consistent with these objectives.

## **Health and Safety**

Staff are required to comply with the Health and Safety Policy and the rules and regulations which flow from it. The College as employer, together with members of staff, have a shared responsibility to ensure a safe environment. Where protective clothing is provided it must be worn. If staff have any concerns about a matter of health or safety, they should raise these with their immediate manager or the Safety Unit.

## **Smoke Free Policy**

Imperial campuses and properties are smoke-free. This means that smoking is not be permitted on or within 20 metres of College land.

## **Financial Regulations**

Staff are required to comply with the College financial regulations which, among other items, details procedures for cash handling, purchasing, travel expenses and insurance. The regulations should be read carefully. Any fraudulent activity will be dealt with through the College disciplinary procedures and may result in dismissal.

## **Information Technology**

Staff are required to comply with the College Information Systems Security Policy, the Conditions of Use of IT Facilities and associated Codes of Practice which regulate the use of the network and hardware and software provided by the College. College IT facilities must be used for the purpose of University research, teaching, coursework, associated administration or other authorised use; no private or personal work or use is permitted without prior authorisation. Staff are advised that information stored on computers may, in any instance of suspected wrong doing, be inspected by College officers. The Conditions will be subject to revision and it the responsibility of staff to take note of these revisions and abide by them. Failure to comply will be dealt with through the College disciplinary procedures and may result in dismissal.

## **Data Protection**

Staff are expected to comply with the principles contained within the General Data Protection Regulation and the College's Data Protection Policy. The College will collect, process and store personal information/data manually and on computers for the purposes of the College's employment contract with you, because it is necessary for the College's legitimate interests (except where these interests are overridden by the interests, fundamental rights or freedoms of the affected data subjects) which include the College's interests in running the College in a professional, sustainable manner, in accordance with all relevant legal and regulatory requirements, for compliance with the College's legal obligations and/or as part of the College's public interest task. Further details of how the College will process staff personal information/data are set out in the Privacy Notice for Staff and Prospective Staff located here: <https://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/hr/public/procedures/data-protection/ICL---Privacy-Notice-for-Staff-and-Prospective-Staff.pdf>

## **Confidentiality**

It is a condition of employment that staff must preserve the confidentiality of any personal and/or sensitive information which is made available through the course of their work, whether directly or indirectly. This applies to information about current or prospective staff or students, and applies to information about any person with whom contact is made during the course of employment.

Any breach of confidentiality will be regarded as serious misconduct and will result in disciplinary action.

## ***START OF EMPLOYMENT***

The start date with the College is recorded in the contract of employment, and is also the start of continuous employment with the College unless otherwise stated. Employment is offered subject to any statutory requirements, criminal

disclosure regulations, work permit restrictions, satisfactory references and occupational health clearance.

All new staff have a probation period which is specified in the offer of employment. Following a report from the Head of Department/Division that performance and conduct have been assessed to be satisfactory, Human Resources (HR) will write to staff and confirm their appointment with the College.

### **TRADE UNION MEMBERSHIP**

The College values its links with its trade unions, UNITE, UCU and UNISON. A leaflet is given to all new staff with details of the trade unions and the staff groups that each represents. Staff are welcome to join a College trade union and participate in its activities.

### **JOB RESPONSIBILITIES**

#### **Job Titles and Duties**

Job titles are specified in the contract of employment. Duties are specified in the job description or as directed by the immediate manager. The College reserves the right to change job titles or duties, within the scope of the grade, following appropriate consultation.

#### **Intellectual Property Rights, Copyrights and Patents**

Intellectual property (IP), including copyright in both printed and electronic publications, which is generated by staff of the College in the course of their normal duties, belongs to the College rather than to the member of staff. The College may waive its right to the copyright for a limited number of items e.g. scientific textbooks. Other IP, e.g. patentable inventions, computer software etc., may be assigned to Imperial Innovations, who, under a legal agreement with the College, has the right to manage the commercialisation of unencumbered IP generated in the College. No company or partnership shall be established to exploit IP in which the College has an interest without specific College approval. For further information please refer to College's IP policy available from the website: <http://www.imperial.ac.uk/research-and-innovation/research-office/ip/ip-policy/>

#### **Proper Scientific Conduct in Research**

It is the responsibility of every member of staff to uphold the good reputation of the College and, consequently, it is expected that staff will undertake all research activity with integrity and proper conduct and raise any concerns they may have about possible scientific misconduct with their immediate manager or Head of Department/Division as appropriate.

## **External Interests**

Staff may hold external interests in addition to their College position, with permission, but these external interests must not conflict with their responsibilities and workload for the College. Where staff wish to hold an external interest they must secure the prior written consent of the Head of Department/Division (or as stated in the External Interests and Annual Declaration policy if the individual is a Head of Department/Division) before accepting an external interest or extending an existing external interest, including the undertaking of any private consultancy work, whether on a part time or casual basis, in the evenings or at weekends. This enables the College to comply with its obligations under the Working Time legislation and to identify and manage conflict of interest issues that may arise. All staff are required to submit their Declaration of Interests Return annually, including nil returns.

## **Working for other departments of the College**

Where a member of staff wishes to undertake additional work for a different College department, on a casual or freelance basis, outside of their employment contract with the College, they must obtain prior written consent from the head of their employing department in order to ensure that the additional work does not detract from or conflict with their normal contracted duties. This applies whether such work is done in their own name or through a company or business which belongs to them.

## **Criminal Convictions**

Staff are required to notify the Head of Department/Division of any current criminal conviction. Staff are not required to notify spent convictions unless they are in professions or occupations which, under the Rehabilitation of Offenders Act (1974), are designated as posts 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 the role and responsibilities of the post which the member of staff holds.

## **Freedom of Speech**

The College wishes staff to feel able to raise concerns about health and safety issues, possible impropriety, including financial or criminal activity, without fear of recrimination. A member of staff who has a concern but who does not feel able to raise this within his or her department/division should approach his/her HR Adviser for advice.

## **Security**

Staff should carry ID cards at all times or have them available for examination upon request as determined by the Head of Department/Division. Loss or damage of an ID card should be reported to Security immediately.

## **Use of College Equipment**

Staff must adhere to local departmental/divisional rules regarding the use of photocopiers, telephones, stationery etc for personal use.

It is College policy that telephone calls from land lines to mobile phones be kept to a minimum because of the increased cost.

## **Appraisals and Performance Review Systems**

The purpose of appraisal and performance review systems is to review performance and development needs. Staff are required to participate in these schemes when requested to do so by the Head of Department/Division.

## ***WORKING TIME***

### **Hours of Work**

The College wishes to promote an ethos that all staff maintain a reasonable balance between home and working life. Therefore the College's core meeting hours are between 09.00 – 17.00. Hours of work are set out in the [appendix](#) to this document.

## ***SALARY AND PAY***

### **Payments of Salary**

Salaries are paid monthly by credit transfer into a bank or building society account. All payments are made subject to compliance with legislation and regulations for deductions from pay. Payment is on the 24th day of each month or on the previous Friday if the 24th occurs on a Saturday or Sunday. Payment is made for the whole calendar month (i.e. three weeks in arrears and one week in advance). December salaries are usually paid earlier in the month.

New staff who join and complete an Employee Starter checklist which their department submit and is received in the payroll office by the 10<sup>th</sup>\* of the month will receive their first pay on the normal pay date for that month (i.e. the 24th or the preceding Friday). Where an Employee Starter checklist is received after the 10th but before the normal pay day, they will receive their first pay by the last working day of that month. Where an Employee Starter checklist is not received until after the normal pay day, any salary due for that month will be held over to the following month's normal pay day.

*\*around College closure periods and public holidays, deadlines may be earlier.*

New staff should supply their National Insurance number as soon as possible after commencement of employment. Failure to do so may result in salary payments being temporarily suspended until the College is in receipt of this information.

In the event of an overpayment of salary, the College will recover the overpayment. Staff have an obligation to check their payslips and to notify the College of any overpayment.

## **Salary Calculations**

Staff whose contract quotes an annual salary (as opposed to an hourly rate of pay) will receive one twelfth of the annual figure for each complete calendar month worked, regardless of whether the month has 31 days or fewer; and regardless of the incidence of bank holidays and College closure periods during that month.

Where salary is due for a period of less than a complete calendar month (e.g. in the employee's first or last month of employment), the salary is calculated by taking one twelfth of the annual salary, and then dividing that by the actual number of calendar days in that month (i.e. 31, 30, 29 or 28). Payment is made for the period of days worked during that month, including intervening weekends and bank holidays.

For employees with an irregular working pattern (e.g. part-timers employees working full days on Tuesdays and Wednesdays plus Friday mornings only) the calculation of pay in the first and last month of employment is done on the same principle as for full-time employees, but applying their full-time equivalent fraction to the number of actual calendar days worked (including intervening non-working days).

## **Salary Review and Increments**

Incremental progression through salary scale and any performance payments will be determined in accordance with procedures governing the relevant staff group. Annual cost of living increases will be determined by Imperial College through its local collective bargaining machinery.

For staff on an incremental scale, the normal increment date is 1 October each year.

First increments will only be paid if staff have satisfactorily completed their probation. Providing that appointment to the College is to be confirmed, staff appointed between 1 October and 1 April inclusive will receive their first increment on 1 October following appointment. Staff appointed between 2 April and 30 September inclusive will receive their first increment effective from the first day of the month following satisfactory completion of probation.

Non-Clinical Lecturers and Senior Lecturers are appointed to the College with extended probation periods. Provided that performance is satisfactory, first increments for these staff will be paid according to their start date i.e. on 1 October following appointment if appointed between 1 October and 1 April inclusive, and on the first of the month following six months' service if appointed between 2 April and 30 September inclusive.

Further increments will then be paid on 1 October each year up to the normal maximum of the scale. Progression to discretionary points or to the next grade is not automatic.

## ***ANNUAL LEAVE***

Staff are entitled to paid annual leave and are encouraged to take it. Annual leave entitlement is set out in the [appendices](#) to this document. It is essential

for staff to obtain the prior approval of their immediate manager before booking or taking leave by raising a leave request in the College's TeamSeer absence management system. Departments/divisions may notify staff in advance of periods when leave may or may not be taken in accordance with local operational requirements. Every effort will be made to accommodate personal circumstances and for agreement to be given to leave requests, although approval will be withheld where it seriously affects operational requirements.

The College leave year runs from 1 February to 31 January. Leave must normally be taken within the leave year. With the agreement of the Head of Department/Division, staff may be permitted to carry up to five days' leave forward into the next leave year. This rule also applies when staff have been absent during the leave year. No payment will be made in lieu of leave not taken except, possibly, when staff leave College employment.

The right to paid annual leave, which is a combination of holiday and mandatory leave, begins on the first day of employment. During the first year of employment, staff are only entitled to take paid holiday leave which has been accrued and those mandatory leave days that occur during the proportion of the leave year for which they are employed. Holiday entitlement will be accrued at the rate of one-twelfth of the entitlement each month, rounded up to the nearest half-day or whole day. Local departmental arrangements for taking annual leave will be confirmed by the line manager upon commencement of employment.

When staff fail to return from leave on the date agreed they may be in breach of their contract of employment. Staff who are unable to return on the agreed date must contact their immediate manager as soon as they become aware of any difficulty and they must be prepared to provide documentary evidence to support their continued absence from work.

On termination of employment, the College reserves the right to require staff to take any outstanding leave during their notice period and only where this is deemed to be impracticable will staff receive pay in lieu; payment will be subject to PAYE and NI deductions. Entitlement will be calculated on a pro rata basis and will not be rounded up to the nearest half or whole day.. If staff have exceeded their entitlement, the College will deduct an equivalent number of days' pay from any pay due on the termination of employment, or will otherwise seek to recover the money owed after employment has ended.

## ***SICKNESS PAY AND LEAVE***

### **Medical Examination on Appointment and During Service**

New members of staff are required to complete a confidential staff questionnaire and to be medically examined if required.

During employment, a member of staff may be required to be assessed by Occupational Health, which may include a medical examination, if at any time health or fitness in relation to employment is in doubt. If a member of staff is absent on sick leave and refuses to undertake the College health assessment then payment of College sick pay will be reviewed.

Members of staff are given the opportunity to see and consider the contents of any report produced following a College health assessment. They are able to comment on any factual inaccuracies, which will be corrected. The member of staff also has the opportunity at this point to withdraw consent for the provision of a report. Staff who withdraw consent might have a decision about their sickness absence made without the benefit of medical advice.

### **Absence Due to Sickness**

The College expects staff to attend work in accordance with their contractual hours but it is recognised that on occasions absence may occur due to sickness or injury. It is the College aim that staff are treated fairly and consistently during these periods in accordance with its written guidelines available from the HR Division.

### **Sick Pay Benefits**

The College provides enhanced sick pay benefits. These benefits are without prejudice to the College right to terminate employment on grounds of ill-health or injury without exhausting these benefits. The College will take all reasonable steps to ensure security of employment in line with its guidelines and including compliance with the Equalities Act 2010 and any other relevant legislation.

The College sick pay scheme incorporates the provisions of the Statutory Sick Pay Scheme. No combination of payments will exceed normal contractual full pay. Enhanced sick pay benefits are calculated on the first day of each absence and take into account the number of days of sickness absence already taken within the previous 12 months.

#### **Length of service**

#### **Maximum sick pay**

|                              |  |
|------------------------------|--|
| During first year            | 1 month at full pay and then 1 month at half pay   |
| During second and third year | 3 months at full pay and then 3 months at half pay |
| During fourth year and after | 6 months at full pay and then 6 months at half pay |

Where a member of staff's length of service increases during a period of sickness absence they will receive the maximum sick pay benefits that applied on the first day of the current period of absence. Following a return to work, any subsequent periods of sickness absence would attract the appropriate increased level of sick pay benefits based on length of service.

Payment of sick pay is subject to staff complying with the following conditions:

- On the first day of sickness absence, the member of staff must contact his/her manager and notify the absence from work as soon as possible, normally within one hour of usual start time
- Staff must keep the immediate manager fully informed about the illness and the likely date of return. In the case of extended absence, contact should be once a week.

- Staff must complete a Notification of Absence Form on their return to work and submit this to their immediate manager who will send a copy to HR.
- For absences of more than seven consecutive calendar days, staff must also submit a doctor's certificate at the earliest opportunity to their immediate manager who will submit this to HR.
- Where a doctor has provided an open certificate, staff must obtain a certificate confirming fitness to return to work.
- Staff may be required to undertake an occupational health assessment.

### **Sickness During Annual Leave**

Members of staff who are on annual leave, but who become ill during this period, can be regarded as being on sick leave. If the member of staff wishes to reclaim the annual leave for the sickness period, then s/he must report in sick on the first day of illness and provide a medical certificate, signed by a GP at the beginning of the sickness absence, to cover the absence from the first day of sickness, (i.e. if a staff member takes one week's annual leave and is sick for one day of that week then a medical certificate must be provided). In these instances the balance of the holiday may be taken at a later date in accordance with normal leave authorisation arrangements. A maximum of 5' annual leave may be carried forward into the next leave year, in accordance with the College's Annual Leave Policy. No payment will be made in lieu of leave not taken except, possibly, when staff leave College employment.

In instances when a member of staff falls sick while on annual leave overseas and wishes to reclaim the annual leave for the sickness period, if the GP consulted provides a note as evidence of illness (as opposed to an authenticated medical certificate), this must be submitted on the GP's official headed notepaper or have an official stamp. In rare instances when neither of the aforementioned are available, the College will accept its own ['GP statement for Annual Leave reclaim' form](#) which can be downloaded from the College website and must be completed by the GP as set out on the form. It is the member of staff's responsibility to ensure that the above is complied with.

### **Sickness Due to an Accident**

If a member of staff is absent due to an accident, normal sick pay rules will apply. If the accident is due to the negligence or breach of a statutory duty by a third party, the member of staff shall be under a duty to make a claim in damages seeking to recover from the third party the gross cost incurred by the College in providing sick pay (including employers' national insurance and pension contributions but excluding any amounts payable under the Statutory Sick Pay (SSP) scheme). If the accident is covered by a personal accident insurance policy e.g. holiday insurance, the member of staff shall similarly have a duty to claim against that policy to recover College costs in providing sick pay. If the accident has resulted from the member of staff's own negligent conduct or breach of a statutory duty, the College reserves the right to withhold payment

of sick pay or recover, in full, any College sick pay benefits which have been paid (excluding SSP entitlements).

***FAMILY LEAVE - MATERNITY, ADOPTION/SURROGACY, PATERNITY/MATERNITY SUPPORT, SHARED PARENTAL, PARENTAL, DEPENDANTS***

**Maternity Leave**

Rights and responsibilities in respect of maternity leave and pay are set out in the College's Maternity Leave Policy. There is an entitlement to time off with pay to attend appointments for ante-natal care provided that evidence of the appointment is produced if requested.

**Adoption/Surrogacy Leave**

The College policy for adoption leave is contained within the Adoption/Surrogacy Leave Policy. There is an entitlement to time off with pay to attend appointments for court proceedings, adoption appointments and ante-natal care provided that evidence of the appointments are produced if requested.

**Paternity/Maternity Support Leave**

The College operates a paternity/maternity support leave arrangement, which is detailed in the Paternity/Maternity Support Leave Policy. There is an entitlement to time off with pay to attend appointments for ante-natal care provided that evidence of the appointment is produced if requested.

**Shared Parental Leave**

The College policy for shared parental leave is contained within the Shared Parental Leave Policy.

**Parental Leave and Dependants' Leave**

Details are contained within the Special Leave Policy.

***SPECIAL LEAVE***

In certain circumstances members of staff may request special leave for compassionate reasons, for example the death or serious illness of an immediate member of the family. Applications should be made to the immediate manager.

**Jury Service and Witness Duty**

In order that College can make up any shortfall when members of staff attend jury service or witness duty for periods of four weeks or more, there will be a need to reduce the member of staff's salary by the entire gross amount for the days they served as a juror, but a (taxable) addition with description "ex gratia payment" will simultaneously be made to their pay to compensate to the extent

that the Court Service's "loss of earnings" re-imbusement falls short of their normal pay.

## ***DISCIPLINARY AND GRIEVANCE MATTERS***

### **Disciplinary Procedure**

The College disciplinary procedures set out the arrangements for dealing with matters of poor performance, conduct or capability. Guidance can be sought from your HR Adviser. Copies of the disciplinary procedures are available from the HR Division.

In the event of a suspicion of theft, the College reserves the right to search the locker, personal property or clothing of a member of staff. Staff may request the presence of a colleague or trade union representative if a search is required.

### **Grievance Procedure**

If staff have a grievance it should be discussed first with the immediate manager. Information on the grievance procedure is available from the HR Division.

## ***END OF EMPLOYMENT***

### **Notice**

The notice to be given on either side to end employment is set out in the [appendix](#).

The College reserves the right to require staff not to attend work or not to undertake work during all or part of the notice period. In the event of dismissal for misconduct or conduct prejudicial to the interests of the College, salary may be paid in lieu of notice and may be subject to PAYE and NI deductions. On termination for gross misconduct, staff may be dismissed without notice and without pay in lieu of notice.

At the end of employment, the College will deduct money it is owed from any final salary or otherwise seek to recover the money owed after employment has ended.

### **Returning College Property**

On leaving employment, staff should return their ID card and all College property to their immediate manager, including any clothing and equipment which has been supplied.

## ***PENSIONS***

The College occupational pension scheme into which you will be automatically enrolled is set out in your contract of employment. Further details of the scheme benefits and contribution rates may be found on the pension office web-site:

<http://www.imperial.ac.uk/human-resources/working-at-imperial/financial-benefits/pension-schemes/>

It is not permissible for College employees to join or remain an active member of any other occupational pension scheme in relation to this employment. The only exception is for those staff who are members of the National Health Service Pension Scheme (see appendix).

Staff in the College occupational pension scheme will be required to contribute a percentage of pensionable salary according to the rules of the scheme and the College will also contribute a percentage of pensionable salary.

In the event that a member of staff chooses not to belong to the College occupational pension scheme, the College will make no contribution to a personal pension. Staff who are over State Pension Age when starting employment with the College are not automatically enrolled into the occupational pension scheme but may elect to join. Details are to be found on the Pensions Office web-site:

<http://www.imperial.ac.uk/human-resources/working-at-imperial/financial-benefits/pension-schemes/>

**ANY QUESTIONS** about these terms and conditions should be raised with the HR contact responsible for your department/division/campus.

Human Resources Division

May 1999/Revised October 2001, August 2003, August 2005, January 2016.

Updated in line with legal requirements and/or changes to policy/terminology: January 2007, July 2008, December 2009, March 2012, February 2013, January 2015, May 2015, June 2015, January 2016, August 2017.