



Royal College of Art

Postgraduate Art & Design

TERMS AND CONDITIONS OF EMPLOYMENT FOR ACADEMIC STAFF OF THE ROYAL COLLEGE OF ART

1 Introduction

The following terms and conditions of service apply to academic staff employed by the Royal College of Art ("the College").

In this document "academic staff" or "staff" means senior tutors, research leaders, tutors and research fellows at the College, and any other person holding an appointment deemed equivalent by the Council and Senate.

All appointments are subject to the provisions (as amended from time to time) of:

- the individual appointment letter, these terms and conditions of employment, and the teaching and research categories document (together are referred to as the contract of employment); and
- (following successful completion of probation) the College's charter, statutes and ordinances governing academic staff, a copy of which is available on the College website.

In the event of any conflict between the contract of employment and the College's charter, statutes and ordinances, the statutes shall take precedence.

2 Salary

The initial salary is specified in the individual appointment letter. Details of the College's current salary scales are available on the college intranet.

3 Annual increments

The normal annual incremental date is 1 August.

Staff appointed at a grade up to and including grade 10, receive an incremental increase each year, until they reach the highest substantive (service) scale point associated with the post to which they are appointed.

Once appointed, a member of staff (if in post on 31 March) will move to the next scale point on the salary scale each year on 1 August until they reach the maximum of the scale (excluding any contribution points).

4 Hours of work

The notional full time working week is 35 hours.

The pattern of work may vary with the expectation that the contractual time commitment is achieved with reference to the full calendar year. The exact working pattern is for agreement with the line manager.

5 Teaching and research

Academic staff are defined as either teaching academics or research academics. Each category has a **maximum** proportion of time on teaching (operating as a ceiling) and a **minimum** proportion of time on research (operating as a floor) with the proportions varying in each category as follows:

Role	Teaching (ceiling)	Research (floor)
Senior tutor (teaching)	70%	10%
Senior tutor (research)	50%	20%
Tutor (teaching)	70%	10%
Tutor (research)	50%	20%

Identification of whether an individual is a teaching or research academic is included within the individual appointment letter.

Full details are contained in the 'research and teaching categories' document which also forms part of the contract of employment.

6 Holiday

Leave entitlements

- The leave year runs from 1 October until 30 September. Full time academic staff are entitled to 30 days' leave¹ a year.
- These days are offered in addition to such days as the College is customarily closed (normally at least five a year) and to bank and public holidays observed in England and Wales.
- These entitlements are *pro rata* for part-time staff.

Timing of leave

¹ Any variation from this leave entitlement is detailed in the individual appointment letter.

Annual leave is taken by staff subject to the operational needs of the College and at such times and on such notice as is agreed in advance by the staff member's line manager, who may need to consult with their dean or director in advance of approving leave. Staff are normally required to give notice of at least twice the period of annual leave requested i.e. an application to take one week's leave requires two weeks' notice.

Duration of leave

Requests for periods of leave of up to three weeks in duration outside term time are not ordinarily refused. Any request for a continuous period of leave exceeding three weeks is granted only in consultation with the relevant dean or director, and is by exception.

Carrying over of leave from one leave year to the next

Academic staff may not normally carry forward annual leave from one leave year to the next.

Staff are deemed to have used any statutory holiday entitlement (including bank and public holidays and college closure days) before any contractual holiday entitlement.

Entitlement to leave at the start and end of employment

In the annual leave year in which employment commences or terminates, leave entitlement accrues on a *pro rata* basis. Fractions of half a day or less are treated as half a day's annual leave and fractions of more than half a day are treated as one day's annual leave.

If, on the termination of employment, a member of staff has exceeded his/her accrued leave entitlement, the College is entitled to deduct the excess from any payments due, including payment of salary.

In the case of summary dismissal, any accrued but untaken leave is based on the minimum holiday entitlement under the Working Time Regulations 1998 only. For these purposes any paid leave already taken (including any paid holiday on bank and public holidays and college closure days) is deemed first as statutory paid holiday.

If, on the termination of employment, a member of staff has remaining accrued leave entitlement, the College may require him/her to take it during the notice period or may alternatively pay the appropriate sum in lieu of such accrued leave, at the College's discretion.

The basis for calculation of a day's paid leave for full time staff is 1/260th of basic salary.

For part-time staff, annual leave entitlement and any calculation under this clause of a deduction or payment in lieu on termination is calculated *pro rata* to the full time equivalent.

7 Sickness

Staff who are absent from work for whatever reason must make every reasonable effort to contact their line manager (or an explicitly agreed nominee) in person and within one hour of their normal starting time to inform him/her of the reason for their absence and its expected duration.

If unable to establish contact with the nominated individual, staff may contact the relevant human resources manager. School/departmental arrangements for reporting absence must also be followed.

If the absence is due to sickness or injury and lasts for seven calendar days or less the member of staff must complete a self-certification form which is available on the college intranet. It should then be submitted electronically or by post to the relevant human resources manager within 48 hours of the return to work.

If the absence is due to sickness or injury and lasts for more than seven calendar days the member of staff is required to produce a medical certificate signed by his/her medical practitioner stating the reason for absence, no later than the 8th calendar day of illness, and forward it electronically or by post to reach the relevant human resources manager no later than the 10th calendar day of illness.

A new medical certificate should be sent thereafter covering all periods of absence. The member of staff agrees to consent to a medical examination (at the College's expense) by a clinician nominated by the College, should the College so require.

The member of staff agrees that any report produced in connection with any such examination is disclosed to the College and the College may discuss the contents of the report with the relevant medical practitioner.

The member of staff shall authorise disclosure of and co-operate in ensuring the prompt delivery of any resulting report to the College. Using reasonable endeavors to try and obtain medical information about the employee, the College reserves the right to use the medical information it has available to it when making decisions about the employee's employment.

Further details of the College's sick leave provisions are available in the College's sickness policy.

8 Unauthorised absence

The College will not pay salary for any periods of unauthorised absence.

For the purposes of the Employment Rights Act 1996, staff of the College authorise the College to deduct from their salary any sums due by them to the College, including any overpayments, loans or advances made to them by the College. Unless a deduction is made from their final salary payment, deductions will be made over a reasonable period. The College would advise staff in advance of any such deductions, and the duration over which it would take them.

9 Pension

The College participates in the pension benefits scheme provided by the Superannuation Arrangements of the University of London (SAUL).

An employee's membership of the pension scheme is subject to the rules and trust deed of the scheme in force which may be amended from time to time.

10 Probation

The first two years of employment is a probationary period during which time the suitability for the position to which the employee has been appointed is assessed. The College reserves the right to extend the probationary period if, in its opinion, circumstances so require.

11 Notice

At any time during the probationary period, or at the end of it, either party may, without reason stated, give not less than three months' notice in writing to the other to terminate the appointment. The rector or chief operating officer are empowered to give such notice on behalf of the Council. During the probationary period Statute 23 of the College's charter, statutes and ordinances 2011 does not apply.

Following completion of the probationary period, either party may terminate the appointment by giving not less than three months' notice in writing.

The College may terminate the employment of a member of staff, without notice, or payment in lieu of notice, if s/he is guilty of gross misconduct and/or is summarily dismissed in line with College policy and procedures. During any period of notice of termination of employment (whether given by the member of staff or the College), the College is under no obligation to assign any duties to the member of staff and is entitled to exclude him/her from its premises, although this will not affect the right of the employee to receive normal salary and other contractual benefits.

12 Policies and procedures

Academic appointments (following successful completion of the probationary period) are subject to the charter, statutes and ordinances of the College insofar as these may be in force, and may be modified from time to time.

The College operates a number of policies in relation to employment, including those covering discipline and grievance, which are available on the college internet.

13 Criminal convictions

All staff are required to disclose any criminal conviction acquired during employment at the College. Failure to do so may constitute a disciplinary offence and could result in dismissal. Staff must make a declaration as soon as they become aware that they are the subject of any police enquiry or investigation, or have accepted a caution or been found guilty of a criminal offence, during the course of their employment.

Staff must make the declaration in writing to the director of human resources who will assess the relevance of the disclosure in relation to the member of staff's role at the College and will make a recommendation to the rector on any necessary action.

14 Expenses

Reasonable and necessary expenses which are incurred in the proper performance of duties will be reimbursed by the College, providing that they have been approved in advance in accordance with the College's expenses approval process.

15 Deductions from wages

The College may make a salary deduction in the event that a member of staff has been found to have failed in his/her duty to exercise reasonable care and skill, and that that failure has led to the loss, theft or damage of any equipment provided to them by the College, including but not limited to a computer, electronic devices or other equipment.

If a member of staff has been found to have caused intentional damage to College equipment, or has otherwise defrauded the College, the College reserves the right to make a deduction from his/her salary up to the value of the damage/fraudulent gain, subject to approval by the director of human resources.

This clause is without prejudice to the right of the College to recover any sums or balance of sums owed by a member of staff to the College by legal proceedings.

16 Names, addresses and national insurance details

All staff must supply the relevant human resources manager with their full name, permanent address, telephone and mobile number. In an emergency (e.g. a sick relative or an urgent processing of a mortgage application), the College may contact the member of staff by telephone.

Changes to such information must similarly be notified together with proof (sight of the appropriate certification) in the case of a change of name. Staff must provide up to date details of their next of kin or point of contact in the case of an emergency.

Staff must supply their national insurance number to the relevant human resource manager within seven days of their employment commencing. Newly appointed staff who do not have a national insurance number are advised to contact the Department of Work and Pensions without delay.

New staff should provide the relevant human resources manager with parts 2 and 3 of Form P45 in connection with income tax in respect of any previous employment.

New staff must supply details of a bank account into which the College may make their salary and other payments by electronic transfer.

Margaret Bird
Director of Human Resources
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