



# THE UNIVERSITY *of* EDINBURGH

## **Summary of Conditions of Employment for Staff on Clinical Medical Grades holding NHS Honorary Speciality Registrar Status – grades ACN2, AMN2**

The conditions of employment summarised below supersede all previous terms and conditions, including any local variations, covered under these headings. They apply to all staff in posts on grades ACN2 and AMN2.

### **Academic Freedom**

If you hold a contract of employment with the University as a Professor, Reader, Senior Lecturer or Lecturer or are otherwise engaged in teaching, the provision of learning or research, your employment is subject to the principles of academic freedom as enshrined in the relevant Statutes, and the Ordinances and Regulations of the University. In particular, all such employees shall have freedom within the law to hold and express opinions, to question and test established ideas or received wisdom, develop and advance new ideas or innovative proposals and to present controversial or unpopular points of view without placing in jeopardy the appointments they hold or any entitlements or privileges they enjoy.

### **Part-time staff**

All rates quoted below apply pro rata for part-time staff.

### **Probation Period**

Your employment is subject to a one year probationary period from the date of your appointment. Exceptionally this probationary period may be extended as necessary for a specified period and purpose.

### **Increment date and progression within grade**

Your increment will be determined on the basis of your previous service in the NHS training grades.

### **Annual Leave**

The annual leave year runs from 1 January to 31 December. Your leave entitlement is 36 days per year, pro rata for part time staff.

Those employees who have Guaranteed Hours Contracts [GHCs] will be informed at the outset of their employment about arrangements for their Annual Leave. Generally, employees with GHCs will be paid an additional amount on top of their hourly rate for all hours worked to compensate them for the Annual Leave and Public Holiday entitlement they would otherwise have received had they been working full time hours.

Guaranteed Hours (GH) staff will receive pay in lieu of holiday on a pro rata basis.

Entitlements can be calculated using the Annual Leave Ready Reckoner at:

<http://tinyurl.com/3pfdkz4>

We shall not normally pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be one day's pay for each untaken day of your entitlement for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year.

If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you, one day's pay from each excess day.

If you are paid for working non-contractual overtime and/or for call-outs, you'll receive an additional amount on top of your overtime/call-out pay to ensure your statutory holiday entitlement (28 days per year, pro rata for part-time) reflects your overtime/call-out earnings.

### **University Public Holidays**

In addition to the annual leave entitlement, four days per year, pro rata for part time staff. These are as determined annually by the University.

Guaranteed Hours (GH) staff receive pay in lieu of public holidays.

### **Occupational Sick Pay (OSP)**

Your entitlement to occupational sick pay is based on the amount of service you have attained on the first day of absence<sup>1</sup>:

<b>Length of service</b>	<b>Period of OSP</b>
First three months of service:	Two weeks' full pay, two weeks' half pay
More than three and up to 12 months of service:	Two months' full pay, two months' half pay
More than 12 months and up to 24 months of service:	Three months' full pay, three months' half pay
More than 24 months and up to 36 months of service:	Four months' full pay, four months' half pay
More than 36 months of service:	Six months' full pay, six months' half pay

### **Pension Scheme**

All staff, except for those with Guaranteed Hours (GH) contracts, will be automatically enrolled into the Universities Superannuation Scheme (USS) with effect from their first

day of employment. If you do not wish to remain a member of USS you will need to opt out.

On joining USS you will normally be opted into **Pensions+<sup>2</sup>** through which pension contributions are paid in a way that helps both staff and the University to make savings on National Insurance contributions, without negatively affecting pension scheme benefits or take home pay.

Guaranteed Hours (GH) staff can apply to join the Universities Superannuation Scheme (USS) by completing a Pension Scheme Application form (available from the University's Pensions Office web pages).

If you are an GH member of staff and do not elect to join the scheme you will be automatically enrolled into USS if your earnings in either your first or any future month are deemed to be 'qualifying earnings' (equivalent to the HMRC monthly threshold above which earnings are taxable) and contributions will be deducted on all future earnings paid under this contract.

If you are automatically enrolled in the scheme but do not wish to remain a member of USS, you will need to complete an opt-out form.

All staff should note that if they decide NOT to remain in a pension scheme, their earnings will be assessed at 3 yearly intervals. If you are paid 'qualifying earnings' (equivalent to the HMRC monthly threshold above which earnings are taxable) the University will be required to automatically re-enrol you into the USS scheme as is required by the Pensions Act 2011.

Employees in receipt of an USS pension will not be eligible to re-join USS and will be automatically enrolled into the National Employment Savings Trust (NEST) if monthly earnings are deemed to be 'qualifying earnings' (equivalent to the HMRC monthly threshold above which your earnings are taxable).

If you are currently a member of SBS, MRC, STSS or LGPS and accept a new appointment to a UoE grade 6-10 job, e.g. through regrading and or/internal transfer, you will have the opportunity to either transfer to USS for future benefits, or remain in your current scheme. Please note if you are currently a member of NEST and accept a new appointment to a UoE grade 6-10 job you will be required to join USS from the start date of your new grade.

### **Working hours**

The actual hours worked in any particular week may vary, but the norm over a period which is reasonable for the job in question will be 40 hours (or pro rata for part time staff). There are no fixed hours of work, to reflect the need for work to be directed in order to meet organisational priorities and fluctuating work requirements, and to permit flexibility where appropriate.

The number of hours to be worked in a week is contractual but the pattern of hours worked is subject to business needs. It may be necessary from time to time to vary the pattern of hours worked by staff. Due consultation will take place and individual requirements will be taken into account in making any changes. However, changes in working patterns can be brought about by giving four weeks' notice of change.

### **Job Duties**

You are employed to undertake such duties as are appropriate to your level of appointment. The University reserves the right to amend the role to take into account the changing needs of the business. You may from time to time be required to undertake additional or other duties as necessary to meet these needs.

### **On-Call Availability Supplement**

If you work in an area of the University which operates an on call rota (i.e. where there is a demonstrable need to ensure adequate out of hours cover for essential services and where it is essential to ensure that there is a response to the failure of any critical system or service) you will be invited to 'opt-in' to participate in the rota. In exceptional circumstances, where insufficient numbers of staff have 'opted-in' you may be required to join the rota. Further information on this is in 'Arrangements for On-Call, Call-Out and Out of Hours Working' at:

[http://www.docs.csg.ed.ac.uk/HumanResources/Policies/Out\\_of\\_Hours\\_On-Call\\_Policy\\_.pdf](http://www.docs.csg.ed.ac.uk/HumanResources/Policies/Out_of_Hours_On-Call_Policy_.pdf)

### **Salary Payment**

Annual salary is paid in 12 equal monthly payments by direct transfer to your bank or building society account, normally on the 28th of the month or on the preceding working day if the 28th falls on a weekend or Scottish bank holiday.

Guaranteed Hours (GH) staff are paid one month in arrears.

Where hours worked are notified to the Payroll Section by the 5th of the month payments will be made on the 28th of that month or as described above.

### **Other Paid Employment**

You must not take on additional paid work, including with the University of Edinburgh or its subsidiaries, which adversely affects your job performance, presents a conflict of interest or breaches the Working Time Regulations.

You are encouraged to make your line manager aware before accepting other paid work. If your line manager reasonably believes that you may have other employment that is having an adverse impact on your performance and/or wellbeing or could be a conflict of interest, you must, if asked, disclose that you have other employment.

The University of Edinburgh reserves the right to require you to give up or reduce your other employment, should this present a conflict of interest, adversely impact your performance or where the combined extent breaches the Working Time Regulations.

### **Notice by Member of Staff**

If you intend to terminate your employment with the University, you are required to give one month's notice if you have less than six months' service and three month's notice thereafter.

### **Notice by the University**

If the University intends to terminate your employment you are entitled to receive one month's notice if you have less than six months' service and three months' notice thereafter.

### **Disciplinary and Grievance Procedures**

Copies of the disciplinary and grievance procedures, including appeals procedures, which pertain to your employment, are available on the HR website at: [www.ed.ac.uk/human-resources/policies-guidance](http://www.ed.ac.uk/human-resources/policies-guidance).

### **HR Website**

Your attention is drawn to a full range of helpful and informative policies and practices that may relate to elements of your employment. These can be found via the HR Home Page at: [www.ed.ac.uk/human-resources](http://www.ed.ac.uk/human-resources).

### **Equality and Diversity**

The University of Edinburgh is committed to equality of opportunity for all its staff and students, and promotes a culture of inclusivity. It has a range of policies and procedures in place to provide a workplace that embraces diversity and is free from any potential bias. More details can be found via the Equality and Diversity Home Page at: [www.ed.ac.uk/equality-diversity](http://www.ed.ac.uk/equality-diversity).

### **Health & Safety**

The University has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare at work of all employees. You are also under a duty, whilst at work, to take reasonable care for the health & safety of yourself and others and to comply with University policy and practice in this area. Full details can be found via the Health & Safety Home Page at: [www.ed.ac.uk/health-safety](http://www.ed.ac.uk/health-safety).

### **Information Technology and Information Security**

It is important that employees are aware of and comply with the various policies and practices with regard to the use of information technology and the security of information. This includes such areas as the internet, email, telephones and all computer systems. Full details can be found via the IS Home Page at: [www.ed.ac.uk/information-services](http://www.ed.ac.uk/information-services) and the Information Security Home Page at [www.ed.ac.uk/infosec](http://www.ed.ac.uk/infosec).

### **Review**

This document was revised in February 2010 to incorporate changes to public holidays and annual leave entitlement. It was revised again in June 2010 to incorporate a statement on Academic Freedom and ratified by CJCNC 17 June 2010. It was revised again in March 2011 to incorporate changes to retirement and to provide more detailed terms and conditions and ratified by CJCNC 16 March 2011. An agreed revision was made

on 31 October 2012 to include a Privacy Notice for Employees. The document was revised again in July 2013 to incorporate changes to Pension Scheme (as a result of auto-enrolment legislation) and the Privacy Notice for Employees was updated.

This document was reviewed in April 2015 removing references to HTBN in favour of Guaranteed Hours Contracts, and ratified by CJCNC on 28 April 2015. Following contracting-out pensions changes, an update was made in May 2016. It was revised again in January 2017 to update the definition of Academic Freedom and broken web links. In October 2017, a clause on 'other paid employment' and the requirement to comply with information security policies were added and agreed at CJCNC. In December 2017, an update was agreed by CJCNC regarding holiday pay for non-contractual overtime/call-outs.

In May 2018, the paragraphs regarding Privacy Notice were removed to comply with GDPR regulations.

These summary terms and conditions will be subject to review as appropriate due to changes in legislation, statutory requirements or other agreed changes. In the absence of this, they will be reviewed by December 2018.

### **Alternative Formats**

If you require this document in an alternative format, including in Word, please contact [UHRS@ed.ac.uk](mailto:UHRS@ed.ac.uk) or telephone 0131 650 8127.

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<sup>1</sup> At the beginning of each period of sickness absence the number of days taken as paid sick leave in the previous 12 months is deducted from your entitlement in a year in order to determine the number of days' sick pay entitlement remaining to you.

<sup>2</sup> Pensions+ is a salary sacrifice scheme. Further information at: <http://www.ed.ac.uk/schools-departments/finance/pensions/pensions-plus>