



THE UNIVERSITY *of* EDINBURGH

Summary of Conditions of Employment from 1 August 2006 Grades UE01 to UE05

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 1-5 with effect from 1 August 2006. Conditions of service not covered by the headings below remain as at prior to 1 August 2006 and can be viewed as archived information at: <http://tinyurl.com/3sh7ruz>

Part-time staff

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

Probation Period

Your employment is subject to a six-month 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

You will be paid an increment on 1 August each year until you reach the maximum of the normal incremental range for your grade, provided you are not subject to pay protection arrangements or to formal disciplinary or capability procedures. Payment of a first increment is subject to completion of three full months' service by 1 August. Different arrangements apply for progression through contribution points¹.

Annual Leave

In your first five years' employment you are entitled to 32 days' annual leave per year. On completion of five years' service your leave entitlement will increase to 36 days. You will receive the higher leave entitlement from the 1st of the month in which you reach your fifth service anniversary, pro rata within that annual leave year. Entitlement is based on whole months' service.

The above entitlements apply to staff working five days per week and normally the same hours per day. If you work more or less than five days per week and/or irregular hours, your annual leave entitlement will be calculated in hours pro rata to your normal working hours. The annual leave year runs from 1 January to 31 December.

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 or 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.

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 absence²:

Length of service	Period of OSP
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

There are two pension schemes available: University of Edinburgh Staff Benefits Scheme (SBS) or the National Employment Savings Trust (NEST). You can join the University of Edinburgh Staff Benefits Scheme (SBS) by completing a Pension Scheme Application form (available from the University's Pensions Office web pages).

If you elect to join SBS, at the same time you will normally be opted into **Pensions+**³ through which contributions are paid in a way that helps both staff and the University to make savings on National Insurance contributions, without adversely affecting pension scheme benefits or take home pay.

If you do not elect to join SBS and your monthly earnings are deemed to be 'qualifying earnings' (equivalent to the HMRC monthly threshold above which your earnings are taxable) you will automatically become a member of the NEST pension scheme and contributions will be deducted from all future earnings. If you are not automatically enrolled into NEST during your first month of employment but your earnings peak in any future month to be deemed 'qualifying earnings' you will be enrolled into NEST and contributions will be deducted from all future earnings unless you opt out.

If you are employed on a Guaranteed Hours Contract (GHC) and your age and earnings do not satisfy the 'qualifying earnings' threshold noted above, you can still opt into the NEST scheme at any time by completing a Pension Scheme Application form (available from the University's Pensions Office web pages).

If you are enrolled into the NEST scheme and do not wish to remain a member you will be required to follow opt-out instructions contained within your NEST information pack.

You should note that if you decide NOT to remain in a pension scheme, your earnings will be assessed by the University at 3 yearly intervals. If you are paid 'qualifying earnings', the University will be required to automatically re-enrol you into the NEST scheme as is required by the Pensions Act 2011.

{If you were a member of USS or LGPS in UoE prior to 1 August 2006, you will remain in USS/LGPS until such time as you accept a new appointment to a UoE grade 1-5 job, e.g. through regrading and/or internal transfer, at which time membership of SBS or NEST would apply}.

Working Hours

The standard working week for all full time staff is 35 hours (or pro rata for part time staff). The hours to be worked during the week will be specified by local agreement, with fixed hours of work. Staff required to work more than 35 hours will be entitled to overtime payment or time off in lieu unless working these hours under a recognised annualised hours contract or equivalent.

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.

Additional Hours/ Overtime

All hours worked over 35 per week are paid as additional hours/overtime or given as equivalent time off in lieu. Hours up to 37 per week (Monday to Sunday) are paid at 'plain-time' and hours above 37 at 'time and a half' (or equivalent time off in lieu).

The calculation of the hourly rate for hours up to 37 per week will include any Premium Band Payment. If you work on a University public holiday, you will receive your pay for that day as a matter of course, plus either payment or time off in lieu for the hours worked at the rate of an hour and a half for every hour worked.

Premium Band Payments

If you are contracted to work hours between 10pm and 6am, or to work hours that vary from week to week, you will receive a 'premium band payment' of an additional 5%, 15% or 30% of your basic pay rate depending on when you work and how variable the pattern is. The Premium Band Payments apply as follows:

You will receive a **5% Premium Band Payment** for contractually working:

- a) any variable five out of seven days per week between 6am and 10pm with variations of no more than three hours in start times, or
- b) fixed days with variations of over three hours in start times, or
- c) some hours, but less than four per day, worked between 10pm and 6am.

You will receive a **15% Premium Band Payment** for contractually working:

- a) any variable five out of seven days per week between 6am and 10pm with variations of more than three hours in start times, or
- b) fixed days within a variable hours shift rota which covers a 24 hour period, or
- c) any variable five out of seven days per week and working some hours, but less than four per day, between 10pm and 6am

You will receive a **30% Premium Band Payment** for contractually working:

- a) a constant night pattern where four hours or more per day are worked between 10pm and 6am, or
- b) any variable five out of seven days per week, working a shift rota of variable hours covering a 24 hour period.

On Call and Call Out Arrangements

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.

Notice by the University

In the first four years of your employment with the University, you will be entitled to receive one month's notice. This entitlement increases by one week per year from year five onwards up to a maximum of 12 weeks after 12 years' service.

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.

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.

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.

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.

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.

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 and the Information Security Home Page at: www.ed.ac.uk/infosec.

Review

This document was revised in September 08 to incorporate information for new starters. It was revised again in February 2010 to incorporate changes to public holidays and annual leave entitlement and 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. A further 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. Further revisions were made in April 2015, removing references to HTBN in favour of Guaranteed Hours Contracts, and ratified by CJCNC on 28 April 2015. This document was amended to note that, with effect from 1st August 2015, only the first two hours worked above 35 hours will continue to be paid at plain time, rather than the first three. This amendment was ratified by CJCNC in July 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 September 2017, 'formal' was added before 'disciplinary or capability procedures' in the increment paragraph. 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, please contact UHRS@ed.ac.uk or telephone 0131 650 8127

¹ See Contribution Reward Policy for further information.

² 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.

³ **Pensions+** is a salary sacrifice scheme. Further information at: <http://www.ed.ac.uk/schools-departments/finance/pensions/pensions-plus>