



# THE UNIVERSITY *of* EDINBURGH

## **Summary of Conditions of Employment for New Staff Clinical Medical Grades (grades AM3A and AM3B)**

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 AM3A and AM3B.

### **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.

### **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 date will be determined on the basis of your previous service in the NHS training grades or relevant equivalent.

### **Part-time staff**

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

### **Annual Leave**

The annual leave year runs from 1 January to 31 December. Your entitlement is calculated in hours using People and Money. Your leave entitlement is 288 hours (equivalent to 36 days) per year, pro rata for part time staff.

*Note: In recognition of the Queen's 70th (Platinum) Jubilee which will be officially celebrated on 3<sup>rd</sup> June 2022, an additional 8 hours' annual leave (prorated for part-time staff and those joining/leaving mid-year) has been awarded for 2022. You can take these additional hours at a time of your choosing.*

Entitlements can be calculated using the [Annual Leave Calculator](#).

Those employees who have Guaranteed Minimum Hours [GH] contracts will be informed at the outset of their employment about arrangements for their Annual Leave. Generally, employees with GH contracts will be paid an additional amount of 18.1% 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.

*Note: The additional amount of 18.1% will be increased to 18.6% for the year 2022 only, in recognition of additional leave awarded in recognition of the Queens 70<sup>th</sup> (Platinum) Jubilee.*

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 (224 hours, equivalent to 28 days per year, pro rata for part-time) reflects your overtime/call-out earnings. This additional amount will be equal to 12.07% of the pay you receive for working non-contractual overtime and/or for call-outs.

We reserve the right to stipulate when you must take some of your annual leave. This will include known times in the year when there is a reduced need for certain activities and services, as well as when the University as a whole is closed.

We will generally require you to take all of your outstanding leave before you leave our employment, i.e. during, or towards the end of your notice period.

We will give as much notice as possible of when you need to take your leave, and no less than twice the amount of notice as the leave to be taken. For example, we will give you at least two weeks' notice of the need to take one week's leave.

You will not be paid in lieu of untaken holiday in any year, except when you leave our employment. Payment in lieu will generally only happen where, for operational reasons, we have been unable to allow you to take all of your leave entitlement. In exceptional circumstances, it may be because the leave you are due is greater than the notice you will work.

The amount of such payment in lieu shall be one hour's pay for each untaken hour of your entitlement for the holiday year in which termination takes place and any untaken hours 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, you will be required to repay the cash value of the excess leave taken. This will be deducted from your final pay.

### University Public Holidays

In addition to annual leave entitlement, you are entitled to four Scottish public holidays (1 and 2 January and 25 and 26 December) per year, totalling 32 hours, pro rata for part time staff. Where the days fall at the weekend, the public holidays will be determined annually by the University.

As above, Guaranteed Minimum Hours (GH) staff receive pay in lieu of public holidays.

### Closure Days

As the University generally closes between Christmas and New Year, you will be required to use hours from your annual leave entitlement to cover this closure. You will be informed in advance if you are required to work on the days between the public holiday closure dates. If you are not required to work on closure days, this time is automatically recorded and deducted from your annual leave balance on People and Money.

### Sick Leave and Pay

The University's Absence Management policy explains what you must do if you cannot attend work due to sickness or injury.

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

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

All staff, except for those with Guaranteed Minimum 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

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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 is at:

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 Staff Benefits Scheme (SBS), Medical Research Council Pension Scheme (MRC), Scottish Teachers' Superannuation Scheme (STSS) or Local Government Pensions Scheme (LGPS) and accept a new appointment to a UoE grade 6-10 job, 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.

### **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.

### **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, i.e. when in the day or in which days of the week, 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 reasonable notice, taking into account individual circumstances, will be given taken into account in making any changes. However, changes in working patterns can be brought about by giving four weeks' notice of the change required.

### **Guaranteed Minimum Hours**

If you are employed on a Guaranteed Minimum Hours (GH) contract, you will be advised of the period of time over which these minimum hours will be offered and worked, for example, weekly, monthly, each semester, each year. Any hours worked over and above those guaranteed hours will be by mutual agreement, i.e. the University is not obliged to offer additional hours, nor are you obliged to accept and work these hours.

The University reserves the right to review the hours it can guarantee to offer you to reflect business need. You will be given due notice, in line with your service in the GH post, of any need to change the minimum number of hours we can offer you. If there is a need to change the pattern of these hours, i.e. when in the day or days/weeks in which they are worked, reasonable notice will be given. However, changes in working pattern can be brought about by giving four weeks' notice of the change required.

### **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' continuous service and three months' 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' continuous service and three months' notice thereafter.

### **Right to pay in lieu of notice**

The University reserves the right to make a payment in lieu of notice for all or part of your notice period rather than ask you to work your notice period. This applies whether notice to terminate your employment is given by you or the University. You will be compensated by a payment equivalent to the basic pay and any contractual allowances that you would have received had you worked to the end of notice period. This sum, less income tax and national insurance contributions, will be paid into your bank account.

### **Right to place you on 'garden' leave**

The University reserves the right to ask you not to attend work for all or part of your notice period. This applies whether notice to terminate your employment is given by you

or the University. It also reserves the right not to give you any work during this period, referred to as the garden leave period. If placed on garden leave, your contract of employment will remain in place until the end of your notice period and you will continue to be paid as normal.

### **Place of work and working abroad**

You will be required to work from any of the University's Edinburgh based campuses and/or offices and/or from an NHS organisation as applicable to your role. You may also be required to travel across and outside Edinburgh on University business. If your duties require you to work abroad, i.e. outside of the UK, for more than a month at a time, you will be provided with information on this before you leave the UK.

In light of the potential implications for you personally, and for the University, you must obtain prior permission from the University to work outside of the UK.

### **Ongoing right to work in the United Kingdom (UK)**

Your employment is subject to your right to work in the UK. If you lose the right to do so for any reason, you will be unable to continue in your role and your employment with the University will come to an end immediately.

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

If you are required to participate in an on-call rota as part of your clinical duties under your honorary contract, the University will pay you a supplement (in addition to your basic salary) on behalf of your NHS Organisation. The supplement will be paid in accordance with, and at the appropriate rates according to, the terms of your honorary contract.

### **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 UK bank holiday. If you start or leave us part way through the month, your pay including any contractual allowances for that month will be based on your start or leaving date, your working pattern and any contractual payments.

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

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

### **Other Types of Leave and Pay**

The University has a suite of generous 'family friendly' leave and pay policies, e.g. maternity leave, partner leave, shared parental leave, emergency time off for dependants leave, and 'special leave' provisions which can be found on the University's HR webpages.

### **Other Benefits**

The University is able to provide staff with access to a range of discounted services and goods. More information can be found on the [Mylifestyle portal](#).

## **Collective Agreements**

The University recognises and works in partnership with three trade unions, University and College Union (UCU), UNISON and Unite. Collective agreements reached with these unions, individually or jointly, will have the effect of automatically varying your terms and conditions of employment. This applies whether or not you are a member of these trade unions.

## **Other Paid Employment**

You must not take on additional paid work, including with the University of Edinburgh/ its subsidiaries or self-employment, which adversely affects your job performance, presents a conflict of interest, has an impact on health and safety 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.

## **Training**

Your manager will let you know within two months of you taking up your role what training the University will provide and you must complete to fulfil your role. This will include compulsory on-line learning modules as well as face-to-face training courses and workshops. You should also take time to familiarise yourself with the training you need to undertake to comply with the University's policies.

## **Employment Policies**

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](#).

## **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](#).

## **Right to Suspend**

The University may suspend you from work on full pay should it need to investigate incidents or allegations of unacceptable behaviour or breach of University policy.

## **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](#).

### **Health & Safety**

The University has a duty to ensure, so 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](#).

### **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](#) and on the [Information Security Home Page](#).

### **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 revised in April 2015, removing references to HTBN to 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. In April 2020, paragraphs were added regarding closure days, place of work, ongoing right to work, collective agreements, training, pay in lieu of notice and garden leave, and other paid leave and benefits to ensure compliance with new legislation, effective 6 April 2020, regarding written particulars of employment.

In October 2020, the paragraphs relating to annual leave, public holidays and closure days were amended to reflect the changes introduced by People and Money. This includes recording of annual leave and public holidays in hours rather than days and the recording of these within People and Money.

In January 2021, paragraphs were added regarding the variation of guaranteed minimum hours contracts and working abroad. Minor amendments were made to terminology and hyperlinks to other documents and webpages added.

In September 2021, wording was added to the Annual Leave section to make it clear that the University can stipulate when leave must be taken.

In December 2021, wording was added to the Annual Leave section to note the increase in annual leave entitlement awarded in recognition of the Queen 70th (Platinum) Jubilee.

In February 2022, amendments were made to the Notice by Staff and Notice by University sections to clarify that it is continuous service at the University that is being referred to.

In May 2022, an amendment was made to the salary payment section on how pay will be calculated if you start or leave us part way through the month.

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 2023.

#### **Alternative Formats**

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