



# THE UNIVERSITY *of* EDINBURGH

## Trades Staff Summary of Conditions of Employment

The conditions of employment summarised below apply to all staff paid on Trades rates (grade TR1) and supersede all previous terms and conditions, including any local variations, covered under these headings.

### **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.

### **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.

In your first five years of employment you are entitled to 224 hours (equivalent to 32 days') annual leave per year. On completion of five years' service your leave entitlement will increase to 252 hours (equivalent to 36 days). You will receive the higher leave entitlement from the 1<sup>st</sup> of the month in which you reach your fifth service anniversary, pro rata within that annual leave year. 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.

*Note: In recognition of the Queen's 70th (Platinum) Jubilee which will be officially celebrated on 3<sup>rd</sup> June 2022, an additional 7 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 also 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 16% (18.1% for those with over five years' service) 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.

*Note: The additional amount of 16% will be increased to 16.4% (18.6% for those with over five years' service) 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 (196 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 public holidays on 1 and 2 January and 25 and 26 December per year, totalling 28 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 either 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

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+**<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 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 with effect from the 1<sup>st</sup> day of the first full calendar month you are employed 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'

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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>

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.

### **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 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.

### **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.

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

You will be required to work from any of the University's Edinburgh based campuses and/or offices. 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.

### **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 and Call Out Arrangements**

If you work in an area of the University which operates an on call rota (ie 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 policy'](#)

### **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 the Payroll Section 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 Reward section of the University's [HR webpages](#).

### **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.

### **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.

### **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.

### **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.

### **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 website at: [www.ed.ac.uk/human-resources](http://www.ed.ac.uk/human-resources).

### **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/humanresources/policies-guidance](http://www.ed.ac.uk/humanresources/policies-guidance).

### **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 at: [www.ed.ac.uk/equalitydiversity](http://www.ed.ac.uk/equalitydiversity)

### **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 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. 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 28 April 2015.

This document was amended to note that with effect from 1<sup>st</sup> 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 July 2015. Following contracting-out pensions changes, an update was made in May 2016. Updates were made to the formatting and web links of this document in January 2017. 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 September 2021, wording was added to the Annual Leave section to make it clear that the University can stipulate when leave can 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 70<sup>th</sup> (Platinum) Jubilee.

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 Format**

If you require this document in an alternative format, including in Word, please contact [HRHelpline@ed.ac.uk](mailto:HRHelpline@ed.ac.uk) or telephone 0131 651 5151.