

Harmonised Terms and Conditions

The following paper was agreed by the CJCNC on 28 July 2006.

1. INTRODUCTION AND GENERAL PRINCIPLES

Inter alia, the 2004 National Framework Agreement on the Modernisation of Pay Structures required institutions covered by JNCHES to ensure:

1. the application to all staff at the same grade level in an institution of equivalent pay ranges (drawn from the pay spine)
2. comparable working hours, reflecting statutory requirements on equal pay for work of equal value
3. harmonisation of the length of the standard working week for all staff with a defined working week – in particular resulting in a reduction in the nationally agreed hours for manual staff – no later than 1 August 2005
4. appropriate enhancement of those pay ranges for any individuals or groups of staff with, exceptionally, a longer standard working week
5. extra payments for staff at appropriate levels who are required regularly or occasionally to work additional hours
6. appropriate changes in working practices related to the harmonisation of the working week.

These obligations formed the basis of the work undertaken by the University in partnership with its recognised trades Unions on harmonisation of terms and conditions of employment under the aegis of the Court/Unions Task Force on Pay Modernisation.

This strand of work of the Task Force proved to be one of the most demanding due in part to the complexity of multiple sets of terms and conditions which had emerged over time. Opportunity was taken wherever possible to try to rationalise and modernise as well as harmonise terms and conditions. The aim was to have minimal variation between sets of terms and conditions.

The Sub-Group of the Task Force dealing with Harmonisation met on 23 occasions and concluded its work on the core terms and conditions. These are set out below and reflect further minor changes following final discussion by the Task Force and CJCNC. Wherever possible a single unified set of terms and conditions was defined. Where differences remain to a term these have been determined such that there are only two sets of terms and conditions; for those in grades 1 to 5, and those in grades 6 to 10.

A small number of aspects of the work remain to be completed after 1 August 2006, but these involve relatively small numbers of staff and have been referred back to the Task Force to determine how best to progress and resolve them. Principally, they relate to some allowances which have not yet been harmonised and to formal 'on-call' and 'call-out' requirements. It is intended to progress discussion of these matters with a view to reaching agreement on them no later than 31 December 2006 and implementation of the new agreed arrangements as soon thereafter as is practicable. Meantime, existing arrangements will continue.

In arriving at the recommendations below, it became clear to members of the Harmonisation Sub-Group that there were not inconsiderable costs associated with

one of the core elements of the 'harmonisation package' viz the reduction of the working week for manual staff to 35 hours. It is understood that this will put a strain on the areas employing most manual staff (Estates and Buildings and Accommodation Services) and will cause inevitable pressure to maintain value for money. It is understood that this will involve a degree of market testing, as now, and could mean competitive tendering and potential outsourcing of some services in the future.

In recognition of these pressures the Unions have agreed to support other changes to working practices, patterns and appropriate organisational restructuring, with a view to reducing costs and/or increasing efficiency, subject to normal consultation arrangements and avoidance of detriment to existing staff.

At the same time, both sides recognise the benefits to the employer, in terms of cost-control, and to the employee, in terms of work-life balance, of a reduction in overtime working. Accordingly, the Unions support all possible reductions in voluntary overtime, with the dual aim of reducing costs and encouraging work/life balance.

2. AGREED TERMS AND CONDITIONS OF EMPLOYMENT

The CJCNC agreed on 29 June 2006 that the terms and conditions of service for staff in staff categories and grades affected by the Pay and Reward Modernisation Project should be amended as set out below, and be effective from 1st August 2006. Following final agreement by the Task Force and CJCNC, work will commence on the detailed drafting of the terms and conditions document. These terms and conditions will supersede any previous terms, including any local arrangements.

3. DETAILED TERMS AND CONDITIONS

WORKING HOURS

One:

The nominal standard working week for all full-time staff will be 35 hours, with part-time staff paid pro rata to this.

For staff on grades 1 to 5, the hours to be worked during the week will be specified by local agreement, as at present, 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.

Staff on grades 6 to 10 have 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 actual hours worked in any particular week will vary, but the norm over a period which is reasonable for the job in question will be 35 hours (or pro rata).

Two:

A. Full-time manual staff will move to a 35-hour week, thereby benefiting from a shorter working week, and an 8.57% increase in their hourly rate. Where, exceptionally, it is not practicable for full-time manual staff to move to a 35 hour

working week, and they are required to retain their existing 38 hour week, the additional three hours will be paid as overtime at plain time.

B. In some operational areas, the reduction in the working week by three hours will require additional staff to be recruited to meet the business need. Appointments may be part-time (pro-rata to 35 hours) or full-time.

C. Where working patterns are restructured to 35 hours per week but where (a) a member of staff currently receives contractual overtime, or (b) the new basic salary plus premium payment are less than the 'pre-harmonisation' remuneration package, then a 'bank' of additional hours will be formed which will be worked on an 'annual hours' basis or some other equivalent package will be developed that ensures no detriment for the employees. Employees will be given the option of moving to a 35-hour week, with a pro-rata reduction in pay. This 'bank' of additional hours is expected only to apply to approximately 50 staff who were in post prior to 1st August 2006, as a transitional arrangement to assist in the 'no detriment' provisions of the agreement.

Three:

As a consequence of the reduction in full-time hours from 38 to 35 per week for manual staff, management will have to make operational decisions concerning part-time staff, such that part-time staff will: (a) have their hours reduced but retain at least the same amount of pay or (b) retain the same hours but receive an increase in pay.

Four:

As currently staff may be offered and agree a range of flexible working arrangements, including annualised hours, on a contractual basis. Staff may similarly request flexible working, in line with existing policies and statutory provisions. Local managers are required to consider any such requests. Details of the types of flexible working are included in Appendix A.

Five:

In order to meet the increased costs of staff (caused by the reduction in full time hours from 38 to 35 hours per week) various reasonable measures with regard to productivity, scheduling, rest breaks, etc., will be introduced by managers. The following improvements will be considered in order to achieve efficiency gains. This list is not exhaustive; any significant additions will be subject to consultation.

- 1) It is accepted that job descriptions are flexible tools whose purpose is to assist in getting the job done and, as such, will be amended from time to time to reflect changing business needs and may include work across existing job boundaries. Suitable consultation with staff will take place where changes are proposed.
- 2) Staff may occasionally and for a limited time be required to carry out duties which would normally be more appropriate to a lower or higher grade, and work across existing job boundaries.
- 3) Staff will be required to be ready to start their duties at the start of their paid working time and will work through to the end of that paid time. This will normally mean that there will be no breaks for shifts of four hours or less and that there will be unpaid breaks during shifts of more than four hours. This will be subject to meeting statutory requirements and normal health and safety practices.

- 4) Existing patterns of work may be restructured by, for example, the introduction of shift working, five out of seven day working, staggered start times, part-time working etc.
- 5) 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.

Appendix B to this agreement details the arrangements for different occupational groups [to follow in due course, and still subject to agreement].

OVERTIME WORKING

Six:

Overtime will be paid at plain time for the first three hours in any one week, and at one and a half times plain time thereafter. Non-contractual overtime will only be paid when worked and not during any periods of annual leave or sick leave. Staff who work a University public holiday will receive their pay for that day as a matter of course, plus will receive either time off in lieu for the hours worked at the rate of an hour and a half for every hour worked, or will receive payment at time and a half for the hours worked.

Seven:

Overtime will be paid only to staff in grades 1 to 5.

PREMIUM BAND PAYMENTS

Eight:

A simplified premium payments system will be introduced to replace the existing set of allowances listed below, which will all be withdrawn:

- Weekend Working
- Unsocial Hours
- Enhancements for being contracted to work University, bank or public holidays
- Split-duty
- Alternating Shift
- Rotating Shift
- Constant Night

If staff are contracted to work, or be available to work, between 10 pm and 6 am or to work variable hours they will receive an enhancement to their basic pay through the payment of a Premium Band Payment of 5, 15 or 30% dependant on when the hours are worked and how variable these can be. The enhancement is included in any calculation of hourly rate for the first three hours of overtime. Premium Band Payments replace all existing shift and related allowances for working outside of the currently defined standard working week. Premium Bands do not apply to 'on call' or 'call out' arrangements, which are dealt with under separate arrangements (see 1. Introduction and General Principles).

5% Band: (a) any variable five out of seven days per week between 6 am and 10 pm 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 10 pm and 6 am.

15% Band: (a) any variable five out of seven days per week between 6 am and 10 pm with variations of more than three hours in start times, or (b) fixed days within a variable 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 10 pm and 6 am.

30% Band: (a) a constant night pattern (on a fixed or variable pattern) where four hours or more per day are worked between 10 pm and 6 am, or (b) any variable five out of seven days per week, working a shift rota of variable hours covering a 24 hour period.

These Premium Bands arrangements will only apply to staff in grades 1 to 5.

Nine:

Saturday and Sunday are no longer days for which premium payments are made. Staff may be contracted to work any five out of seven days.

ANNUAL LEAVE

Ten:

A. Staff appointed to grades 1 to 5 have an annual leave entitlement of: 26 days, increasing to 30 days after five years' service. Staff currently on a higher rate than their service would entitle them to will receive protection of their old rate for five years. Technical staff aged 62 or over on 1 August 2006 will have a protected right to receive an additional five days' leave in their last year prior to retirement.

B. Staff appointed to grades 6 to 10 have an annual leave entitlement of 30 days.

SICK LEAVE

Eleven:

All staff have the same occupational sick payment entitlements, to be effective for all with effect from 1st August 2006. The entitlement, to be based on the amount of service the employee has attained on the first day of absence, is:

- First three months' of service: two weeks' full pay, two weeks' half pay.
- More than three and up to 12 months' service: two months' full pay, two months' half pay.
- More than 12 months' and up to 24 months' service: three months' full pay, three months' half pay.
- More than 24 months' and up to 36 months' service: four months' full pay, four months' half pay.
- More than 36 months' service: six months' full pay, six months' half pay.

Existing staff with a higher entitlement will have that protected for three years under the Protection Policy.

OCCUPATIONAL PENSION SCHEMES

Twelve:

- A. Staff appointed to grades 1 to 5 are eligible to become members of the University of Edinburgh Staff Benefits Scheme (SBS).
- B. Staff appointed to grades 6 to 10 are eligible to become members of the Universities Superannuation Scheme (USS).
- C. Staff in LGPS and STSS will be invited to transfer membership to either SBS or USS, whichever is appropriate to their new grade.
- D. Staff in USS who are allocated a new grade within the band 1 to 5 will remain members of USS.
- E. Staff in SBS who are allocated a new grade within the band 6 to 10 will remain in SBS, unless the member of staff wishes to meet the costs of transferring their membership to USS.

RETIREMENT DATE

Thirteen:

A. All staff have a 'normal retirement date' of the end of the month in which their 65th birthday falls. In line with Age Discrimination legislation, any employee can request a deferment of their retirement date. Managers will be willing to agree such a deferment in accordance with University policy where there is a clear business need to do so. These arrangements do not affect the current pension provisions relating to retirement.

B. Existing academic and related staff who are 60 years of age or older on 1st August 2006 will retain their existing retirement date of 30th September following their 65th birthday.

C. Existing academic and related staff with a contractual right conserving their retirement date of 30th September following their 67th or 70th birthday will retain this term.

INCREMENT DATE

Fourteen:

For now, all existing staff move to a harmonised date of 1st August, and 1st August will be the increment date for all new staff, with a qualifying period of service of three months, i.e. an employee must have started before 1st May in order to be eligible for an increment on 1st August in the same year.

In principle, an increment date that reflects the start date of appointment or entry to a grade is the most fair and equitable solution. Due to limitations of current IT systems, this cannot be implemented at this time. Such a system will be implemented when IT systems allow for it. Once IT systems permit, new staff appointed from that time onwards will receive increments to which they are eligible on the anniversary of appointment. Existing staff will retain a 1st August date unless transferred to a new grade, when increments due will be paid on the anniversary of the transfer. Future agreement with the joint Trade Unions would be about the effective date for implementation of this scheme.

ANNUAL LEAVE YEAR

Fifteen:

All staff have an annual leave year defined as 1st January to 31st December and schools and departments that have staff that still operate on 1st October leave year basis will move to this position by having a 15 month leave year from 1 October 2006 to bring their practices into line with this harmonised term from 1 January 2008.

PROBATIONARY PERIODS

Sixteen:

New staff in grades 1 to 5 will have an initial six-month probationary period, and new staff in grades 6 to 10 will have an initial one year probationary period. The existing PDR and CPR schemes will remain in place and the one year probationary period will be managed within them for the relevant staff.

LUMP SUM PAYMENT FOR DELAYED IMPLEMENTATION

The Framework Agreement recommended a reduction in hours for manual staff and harmonisation of the standard working week, including related changes in working practices, from 1 August 2005. However, we were not in a position to implement this from 1 August 2005 due to the complexity of the issues and the fact that we were not aiming to introduce the new harmonised grade structure until 1 August 2006. It was not until 1 August 2006, therefore, that the framework would be in place for 'equal pay' comparisons regarding pay, hours of work and other pay-related conditions.

In recognition of the delayed implementation of harmonisation of hours of work, the CJCNC agreed that an additional lump sum payment should be made to manual staff currently on 38 or more hours per week (or pro rata). This will apply to manual staff on current MG, MM, MS, MA4 grades¹.

If the University had attempted to harmonise hours of work from 1 August 2005, it could not have done so on 35 hours because, as accepted by all parties from the beginning, 35 hours could not be achieved without offsetting changes to other terms, conditions and working practices – and those could not be achieved from 1 August 2005. It is likely that the best that could have been achieved from 1 August 2005 would have been a reduction in manual staff hours to 37 per week. It was therefore proposed that the lump sum payment for manual staff should reflect the approximate value of reducing the full-time hours from 38 to 37 from 1 August 2005 to 31 July 2006.

Based on calculations for MG grades the agreed lump sum payment is £300 (gross) for all manual staff currently on 38 or more hours per week or pro rata (pro-rata for part-time staff, and/or for part-year service between 1 August 2005 and 31 July 2006). This payment will not be pensionable (and, therefore, will not be subject to the deduction of pension contributions). Staff may request to take some or all of this as annual leave, up to a maximum of 7.5 days, reducing the payment by £40 per day's leave (pro-rata for part-time). However, the timing for taking such annual leave will be subject to agreement with local management, and may be taken within a period of up to three years. It is expected that the lump sum payment would be made in September 2006, once each employee has agreed with their manager the combination of payment and/or annual leave.

¹ It will not apply to MN and ML grades, where the current full-time hours are 36.5 and 35 hours per week respectively. Equally it will not apply to other staff groups.

APPENDIX A

FLEXIBLE WORKING PRACTICES

Staff may request flexible working, in line with existing policies and statutory provisions, which local managers are required to consider. Local management, following appropriate consultation with staff, may introduce any of the following forms of flexible working. Local management may introduce any of the following for new staff, having detailed the arrangements as part of the appointment documentation.

Annualised Hours

As currently, managers will offer annualised hours contracts, where business needs require it, to staff (full or part time, including part-year) to match the supply of staff to the demands of the business and, by so doing, offer varying options to staff. A pattern of working, possibly with some built-in flexibility, may be part of the agreement with each employee offered annualised hours. Under an annualised hours system, the number of hours which employees are contracted to work are calculated over a full year rather than the 'normal' working week.

A full-time member of staff would, therefore, be required to 'work' 1826 hours (52.148 weeks x 35 hours) in a year. Holidays (including public holidays) can either be included in this total or can be removed from the calculation at the start e.g. a member of staff with 28 days holidays and nine days public holidays would be required to work 1567 hours (52.14 x 35) – (28 x 7) – (9 x 7) in a year. Once the annual hours total has been decided, agreement then needs to be reached with staff in order to arrive at a 'pattern' of work. This can either be a simple pattern based on peaks and troughs in workload e.g. where work is seasonal, or can be cyclical or may be more complicated involving 'banks' of hours.

Simple Annualised Hours: To be used where there are identifiable trends in workload and will involve agreeing working patterns on an annual basis. These patterns will be based on local business requirements, e.g. where it is agreed that staff will work additional hours during semesters and fewer hours outside of the semesters.

Banked Annualised Hours: An annual pattern of hours is agreed with each member of staff, including an agreed fixed number of 'banked' hours which would be determined according to the requirements of the department. Employees can then be called upon to work these hours when there is a genuine business requirement. These 'banked' hours are contractual and staff must, therefore, work the hours when asked to, subject to due notice (see below). Although employees are contracted to work these hours, they may never have to, if the workload doesn't require them to. Employees should be given at least seven days notice of being required to work banked hours. Where employees receive shorter notice then each hour will be used at an agreed premium rate, i.e. one hour's work would result in more than one hour being deducted from the bank (at a rate of one hour and a half for each hour worked).

Credit time: This allows arrangements within teams to meet both individual and organisational needs - often without the need to resort to banked hours. For example, if it is necessary for someone to work extra hours on a given day, then either 'banked' hours can be used or the use of credit time can be offered which gives the opportunity for a member of staff to take hours off in lieu at a time acceptable to everyone.

Other Forms of Flexible Working There are other, more informal, methods of working flexibly and these can be agreed locally by managers and staff. Many of these are used now, where they are of benefit to individual staff and local areas. Some examples of these informal methods of flexible working are Staggered Hours, Compressed Hours, and Flexitime. Descriptions of these different types of working are shown below.

Staggered Hours: Start and finish times for staff vary to ensure adequate coverage of service hours and take into account the individual requirements of employees. For example, where there is a need for unit to be staffed between 8.30 am and 5.30 pm, one member of staff may work from 8.30 to 4.30, another may work from 9 to 5 and the third member of staff may work from 9.30 to 5.30. It is important that staggered hours form part of a regular timetable of working and are not varied at short notice.

Compressed Hours: This is the reallocation of work time into fewer but longer blocks during the week. Generally the number of hours worked in the week will remain the same. Working time is re-organised so that hours are worked in four or four and a half days a week (or nine days out of a fortnight) rather than over a five day week. So, for example it may be agreed that a member of staff may work 3 x 9 hours plus 1 x 8 hours rather than 5 x 7 hours in the week.

Flexitime: Flexitime is a method of working whereby the member of staff chooses his/her hours of work within parameters laid down by the department. These parameters, usually known as 'core' and 'span' times, define the times when an employee MUST be at work and the times when an employee MAY be at work. Employees can build up a time 'bank' and use it when it suits them, by agreement with their manager. Rules for such a scheme would therefore need to be developed locally based on business requirements and on the basis of a University-wide agreement on the principles. Existing schemes exist and operate according to principles developed to date, some of these with Trade Union involvement. Such schemes will continue to operate, subject to alignment with the University-wide principles yet to be agreed.