

Durham University
Terms and Conditions
of Employment
Grades 1-9

Terms and Conditions

1. Overview

- a) Appointment is subject to a probationary period which is detailed in the Contract of Employment.
- b) Part-time hours and leave will be pro rata to the full-time equivalent. The arrangements set out in this document, formally agreed in August 2006, amended in March 2010, and again in April 2018 supersede all local arrangements.
- c) The full-time equivalent Terms and Conditions are:

Grades 1 and 2	Hours of work: 35 hours per week Overtime*: Up to 37 hours paid at time. Over 37 hours, paid at time and a half Annual Leave: 27 days, plus four Customary Days, plus eight Public Holidays Pension Scheme: <u>Durham University Retirement Savings Plan (DURSP)</u> on application, or automatic enrolment into an auto-enrolment scheme if eligible. Please see section 6 for further information).
Grades 3, 4 and 5	Hours of Work: 35 hours per week Overtime*: Up to 37 hours, paid at time. Over 37 hours paid at time and a half Annual Leave 27 days, plus four Customary Days, plus eight Public Holidays Pension Scheme: <u>Durham University Retirement Savings Plan (DURSP)</u> on application, or automatic enrolment into an auto-enrolment scheme if eligible. Please see section 6 for more information).
Grade 6	Hours of Work: 35 hours per week Overtime*: Where applicable, up to 37 hours, paid at time. Over 37 hours paid at time and a half Annual leave: 27 days, plus four Customary Days, plus eight Public Holidays Pension Scheme: Automatic enrolment into Universities' Superannuation Scheme (USS)
Grades 7 to 9	Hours of Work: Nominal 35 hours per week Overtime*: Not applicable Annual Leave: 30 days, plus four Customary Days, plus eight Public Holidays Pension Scheme: Automatic enrolment into Universities' Superannuation Scheme (USS)

Where an exception to these pension schemes arrangements exists, it will be highlighted in the Contract of Employment.

***Overtime and rest day working**

Any additional hours worked over and above the normal working week (37 hours) must be agreed and authorised in advance of the time being worked. At the time of agreeing the additional hours, the method of 'payment' should also be agreed; either the appropriate rate of pay or TOIL.

Overtime is applicable to staff in Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions).

For part-time staff, the full-time equivalent of the normal working week (37 hours) must be worked before overtime rates of pay apply.

Overtime will be paid in arrears on the basis of the last two weeks worked in the previous month and the first two weeks worked in the current month.

The enhanced rate of pay for overtime is:

x one and a half times basic pay for all hours worked beyond 37 hours in the defined working week;

Rest day working:

If a member of staff is required to work a day of rest as indicated on the roster, then payment of

- x one and a half times basic pay for all hours worked on the 1st worked rest day of the defined working week,
- x double times basic pay for all hours worked on the 2nd worked rest day of the working week will apply after 37 hours have been worked.

The first and second rest day will be identified in line with the rostering principles.

There may be some specific groups of employees in Grades 7 to 9 who qualify for these payments due to the nature of the work that they are expected to undertake. All requests for overtime in these grades would come through HR for approval. This will be by exception and normally related to business-critical activity and subject to approval by the HR Director or his or her deputy.

All overtime must be agreed and authorised in advance and may be taken as time off in lieu at an appropriate time, and in agreement with the line manager.

Customary Days will be agreed by Council each year and will normally be expected to lie between Christmas and New Year.

2. Normal Working Week

All staff in Grades 1 to 6 will have five agreed normal days of work each week as outlined in the Contract of Employment and changes to rota will be made within the guidelines in the rostering principles. All hours worked up to 37 within a working week will be paid at normal hourly rate; any hours worked beyond 37 hours will be paid at time and one-half times basic rate.

Individual working patterns will be agreed in order to meet local business needs. No changes will be made without prior consultation and agreement to the working patterns of current staff, including the working arrangements for weekend cover.

- (a) Hours – the total number of hours in a normal working week is as defined by the Hours of Work for each grade. These hours are exclusive of meal breaks.
- (b) Days – a normal working week will be an agreed period of five working days, with the remaining two days of the week being designated the 1st and 2nd rest day. These five agreed working days can include Saturday and Sunday and the first and second rest days do not need to be

consecutive. For the purposes of calculating pay the working week commences at midnight on Monday morning and ends at midnight on Sunday night.

- (c) Staff in **Grades 1 to 6** will have a defined working week pattern which identifies the normal number of hours worked and the days of the week during which that work is undertaken. This may be changed as agreed and in line with the rostering principles in section 3.
- (d) Staff in **Grades 7 to 9** (and identified Trainee Management, Professional, and Research roles) have an anomalous working week of 35 hours per week. The hours and days are not strictly defined as it is expected that staff on these grades will manage their own time to ensure that all duties and responsibilities are fully completed. Where this involves additional time, either at work or away from the workplace, no enhanced rates of pay will apply.
- (e) Staff on **Bank contracts**, (for Part-Time teaching), have no normal or guaranteed hours of work under this Agreement. At the commencement of each year, Bank staff will be advised as soon as possible by their Head of Department of the work allocated to them for that year or will be contacted when work becomes available.
- (f) Staff on **zero hours** contracts and casual staff (i.e., college catering) have no normal or guaranteed hours of work under this Agreement. They will be contacted when work becomes available.

3. Rostering Principles

- (a) An indicative rota will be communicated to staff members four weeks in advance to give staff an indication of their working pattern; and
- (b) The University reserves the right to change the rota during this period. Seven days prior to commencement of the weekly rota, it will be formally communicated and after which time changes to the posted rota shall only be made with the prior agreement of the member of staff.

4. Working Time Regulations

If you have secondary employment outside Durham University, Working Time Regulations mean that you are expected not to exceed the working time limit on total weekly hours worked.

Further information can be found using the following link www.acas.org.uk/index.aspx?articleid=1373

5. Pay and Grading Structure

Grades 1-9 are assigned to the Durham Graded Pay Structure. Details of the pay scales and bands can be found at

<https://www.durham.ac.uk/about-us/professional-services/human-resources/job-vacancies/benefits-rewards/>

Salary will normally be paid monthly, in arrears, on the second to last working day of the month.

Staff on Bank and zero hours contracts and casual staff will receive payment for hours worked in arrears. The payments will be processed and paid on the second last working day of the month.

Incremental progression within pay bands is normally made on an annual basis, subject to satisfactory performance, on the anniversary of appointment, until the maximum point in the grade is reached, excluding the exceptional contribution points zone.

Staff on Bank and zero hours contracts will be awarded an annual increment only during the years worked. This increment will be effective from the commencement of work in each year. They will not accrue an annual increment if they do not work for the University during the year.

6. Pensions

The applicable pension scheme is detailed in the Contract of Employment.

The University operates a Pensions+ scheme, for more details, access [Reward Hub - Pensions+ \(sharepoint.com\)](#)

The Pensions+ Scheme, also known as salary sacrifice, is an arrangement operated on a negative consent basis meaning all new starters are enrolled automatically into Pensions+ when they join the applicable pension scheme, providing earnings are above the payment protection limit, unless they choose to opt out.

Universities' Superannuation Scheme (USS) – Grades 6 to 9

Members of staff on Grades 6 to 9 will be contractually enrolled into the Universities' Superannuation Scheme (USS) - the occupational pension scheme provided by this University.

Unless prior to becoming an employee, members of staff declare in writing a wish not to be a member of USS, they will automatically be deemed to be a member from the start of their employment. For more details, access www.uss.co.uk

Durham University Retirement Savings Plan (DURSP) – Grades 1 to 5

This scheme is available to staff with an employment contract that starts on or after 1 November 2024 and existing employees from this date. The scheme is part of the Mercer Master Trust and is administered by Aviva. It is the auto enrolment scheme that applies to new employees in grades 1 to 5 that start on or after 1 November 2024. For more details, access [Pensions - Durham University](#)

Durham University Pension Scheme (DUPS) – Grades 1 to 5

This scheme is available to staff with an employment contract (and contracted hours) in grades 1 to 5 whose continuous employment started before 1 November 2024. It is not available to new employees who start after this date. For more details, access [Pensions - Durham University](#)

7. Duties

Details are included in the job description for the post.

For Academic/Research/Teaching posts

Under the Statutes, Council and Senate are responsible for the organisation of teaching and research and for the appointment and conditions of service of members of the teaching staff.

The detailed organisation of teaching is delegated to Boards of Studies whose number and composition are from time to time determined by Council on the recommendation of Senate.

Members of staff are members of the appropriate Board of Studies as determined by Senate and Council and will be required to perform in a manner satisfactory to Senate such duties related to the teaching and administration within the field of the Board of Studies as may be accorded to them from time to time by that Board. They will observe confidentiality where the work requires it and especially in connection with examinations, personnel matters, and administration.

Members of staff are expected to engage in research in their subject in a manner and to an extent satisfactory to Senate.

Members of staff with part-time, Bank contracts are not expected to engage in research. However, essential scholarship to facilitate course design is expected.

Members of staff are required to take part in a manner satisfactory to Senate and without further remuneration in the conduct of university and terminal examinations.

If appointed as a Head of Department, members of staff will be responsible to Senate and Council for carrying out the duties of a Head of Department as may be prescribed from time to time in the Standing Orders for Boards of Studies.

Members of staff are required to assume such duties for administration in the University as may be required by Senate and Council.

8. Training and Staff Review

All members of staff are required to participate in such system of Annual Development Review (ADR), training and staff development as may be agreed from time to time by Council. Members of staff may be required to complete compulsory training e.g., on Health and Safety, Diversity and Equality, Data Protection or for ADR Reviewers, Job descriptions and the Mandatory Training Policy should be read to understand the requirements for the individual's role.

9. Residence

Members of academic staff are expected to reside within a reasonable distance of the University and the permission of the HR Director must be obtained to reside at a distance not normally reachable by the available public transport facilities in approximately one hour.

10. Consultancy (Outside Work)

The University takes an active approach to managing consultancy and the risks associated with it.

This is documented within the 'Consultancy and Work with Outside Bodies Policy' and is available on the University webpages: [Consultancy-and-Services-for-Outside-Bodies.pdf \(durham.ac.uk\)](https://www.durham.ac.uk/consultancy-and-services-for-outside-bodies.pdf)

Members of staff who are considering consultancy activities should adhere to the policy. Advice can be sought from Research and Innovation Services.

Members of staff should disclose secondary employment.

11. Commercial Exploitation and Publication of Work

Members of staff shall not, in connection with any invention, patent, process or manufacture, have authority to make representations on behalf of the University or to enter into any contract in the like behalf, or to be concerned in the like behalf in any transactions whatsoever relating thereto without the express consent of Council.

The Council of the University retains the right to require members of staff to assign their interests in any valuable rights arising from the financial exploitation of any work with commercial potential.

It is, however, the policy of the University to encourage such work and to ensure that whenever the terms of the grant or contract so permit, any financial rewards are appropriately and equitably shared with those responsible for the work and/or with those responsible for directing the work and/or with those responsible for its exploitation. All members of staff are required: -

- (a) to ensure that the Chief Financial Officer of the University is notified in writing of any device, materials, product or process, computer software or other result developed or obtained in the course of his or her employment which it is considered might have commercial significance, whether patentable or not,
- (b) to ensure that the notification takes place in good time before publication or other disclosure and to withhold publication for a limited period if required to do so by the Council of the University.

It is the University's policy that all results shall be published. Delay in publication will only be required when it is necessary to secure patent rights or where the prior permission of the body

which funded the work in question is required.

12. Leave and Holidays

(a) Annual Leave

Annual leave entitlement per annum, excluding Public Holidays and Customary Days, is as follows:

Grade Range	Holiday Entitlement (full time equivalent)
Grades 1-6	27 days
Grades 7-9	30 days

The holiday year is calculated from 1st January to 31st December.

For Bank contracts, annual leave, public holidays, and customary days will be pro rata, based on the number of hours offered. Holidays cannot be taken during term time unless agreed with the Head of Department for exceptional circumstances.

All holidays must be agreed and authorised in advance by the Head of Department or line manager. Normally a minimum of three weeks' notice should be given when submitting a holiday request.

In order to meet business requirements, it may be necessary to apply a 'first come, first served' basis for some periods of the calendar year.

The University requires all members of staff that before booking holiday arrangements, they obtain agreement from their line manager to take holiday at a particular time.

Holidays not taken in one year may not normally be carried over into the next holiday year. Requests to carry over annual holiday into the next holiday year must be forwarded to the Head of Department for approval.

The annual entitlement for members of staff who commence their employment or leave after 1st January, will be 1/12th of the annual holiday entitlement for each completed month of service in that holiday year.

For the purposes of calculation of holiday entitlement, a member of staff appointed on or before the 15th of the month will be regarded as having a complete month's service. Staff leaving on, or after, the 16th of the month will be regarded as having a complete month of service.

Members of staff leaving the University are expected to have taken any outstanding holiday by the end of their notice period. Accrued holiday will be paid by agreement with the Head of Department/Section only in exceptional cases where, for business reasons, the member of staff is unable to take holiday prior to the leaving date.

(b) Public Holidays

The University recognises eight public holidays for which, with the exception of May Day and Spring Bank Holiday, the normal practice is for the University to be closed. However, certain functions within the University may remain open and staff in those areas will receive adequate notice if they are to be asked to work.

The appropriate level of recompense for staff required to work on these days is detailed in

(c) Customary Days

The University closes on an additional four days each year. These days, determined by Council, normally fall between the Christmas and New Year period.

In the case of the Colleges Division, to meet student needs and vacation trade, the Pro-Vice Chancellor (Colleges and Student Experience) may adopt the same Customary Days or fix alternative days for all our individual colleges.

The appropriate level of recompense for staff required to work on these days is detailed in Appendix 1,Section B, Paragraph V.

(d) Leave of Absence

Please refer to the Policy Zone or contact your manager for further information.

13. University Sick Pay Scheme

The following scheme applies to all staff within the Durham Graded Pay Structure.

	Full Pay*	Half Pay*
First 3 months of service	2 weeks	2 weeks
After 3 months	2 months	2 months
Years 2 and 3	3 months	3 months
Years 4 and 5	5 months	5 months
After 5 years	6 months	6 months

*Please note, full and half pay is based on that due to the member of staff and not the full-time equivalent.

Further details of the University's Sick Pay scheme please follow [key policies](#) for more information.

Sickness Absence information can be found on the [HR information Hub](#) (internal users only) If the policy is not followed, sick pay may be withheld.

14. Medical Examinations

In addition to the requirement for a member of staff to attend a medical examination under terms of the University Sickness Pay Scheme and University Pension Schemes, there are other occasions on which staff may be required to be examined by the Occupational Health Physician, Occupational Health Adviser, and/or their own General Practitioner. It is a condition of employment that, when required, members of staff shall attend a pre-placement medical examination.

The preplacement medical examination is to assess fitness for role to comply with Health and Safety Legislation, and to make recommendations regarding potential reasonable adjustments to work if an individual is disabled as defined by the Equality Act 2010. It may also be a requirement to attend health assessments and fitness for role assessments at regular intervals if required to comply with Health and Safety Legislation.

15. Safety

A copy of the [University's Safety Policy Statement](#) is given to all new members of staff when they begin their employment.

All members of staff have a duty to use their knowledge and experience to maintain safety in the workplace. The University will make available any appropriate personal safety clothing and equipment it deems necessary to provide a safe working environment and staff must use any

equipment with which they are provided.

If members of staff find any defects in protective clothing or equipment, or become aware of any other potential hazard, they must report these to their immediate supervisor without delay. Failure to wear safety clothing or equipment issued may be construed as misconduct.

16. Disciplinary Regulations

The University's Disciplinary Regulations can be found on [key policies](#) or by contacting an HR representative.

17. Staff Concerns Procedure

If you have a grievance, complaint, or problem in relation to your employment, members of staff should follow the appropriate procedure.

Details of this procedure can be found on the [key policies](#) link or by contacting an HR representative.

18. Trade Union Membership

The University recognises the following Trade Unions:

- UCU
- Unite
- UNISON
- GMB

The University welcomes membership of the recognised Trade Unions and participation in that union's activities. The University works in partnership with colleagues from the recognised unions and a procedural agreement exists between the University and the recognised Trade Unions representing non-academic staff, a copy of which may be seen in HR.

Although it is not a condition of employment in the University that staff should be members of any Trade Union, the University welcomes membership of a recognised Trade Union and participation in that Union's activities.

19. Notice Periods

Grade	Staff Notice of resignation	University Notice of termination of employment*
Grades 1-5	One month	Minimum one month, this increases in line with statutory requirements by one week per year from year five, up to a maximum of 12 weeks.
Grade 6	Three months	Three months
Grades 7-9	Three months	If your period of continuous employment commenced before 1 st April 2019 your notice period shall be six months. If your period of continuous employment commenced on or after 1 st April 2019 your notice period shall be three months.

* In normal circumstances

The notice period given by the University during probationary periods will be one month for Grades 1 to 6 and three months for Grades 7 to 9.

20. Change of Work

Whilst members of staff are appointed to a particular post or a Bank contract, they should appreciate

that circumstances may arise when they would be requested to transfer to another part of the University, either in an effort to avoid redundancy or as an aid to efficiency. It is agreed that the transfer of staff from one area of the University to another is subject to the normal consultation procedures with the representative Trade Union.

All Council maintained Colleges, Departments, Services and Sections are all part of "Durham University" for this purpose.

21. Confidentiality

During and after their employment, all staff are subject to a duty of confidentiality in relation to confidential information, such as personal or commercially sensitive data, which comes to their knowledge in the course of their appointment with and related to the activities of the University.

Staff shall not, except in the performance of their duties with the University or unless authorised or required by law:

- (a) divulge in any manner whatsoever, or
- (b) use for their own purposes or those of any company or other organisation any confidential information relating to the business or transactions of the University and its activities and/or its students or employees and they shall use all reasonable endeavors to prevent the disclosure of such information.

22. Processing of personal data

For the purposes of payroll, equal pay auditing and other associated human resource data handling, personal data may be processed by the University and procurement/approved bodies such as those who provide pensions. This will be in accordance with the University's policy on data processing, details of which can be found at <https://www.dur.ac.uk/ig/>

23. Use of University IT Facilities

The University has approved a policy and regulations governing the use of all computing facilities within the University, these are available at <https://www.durham.ac.uk/about-us/professional-services/computing-information-services/about-us/our-policies/>

The University's online directory contains an entry for staff of the University and students who are registered computer users. Each person's entry contains their surname, initials, department or college, job or student status, computer username, electronic mail address and internal telephone number. This directory can be accessed within the University and from anywhere on the world-wide computer network.

Acceptance of the Contract of Employment means staff agree that their use of University IT facilities will be in accordance with the Regulations for the use of University IT facilities and that their details (as described above) will be published in the online directory.

24. Additional Payments / Enhanced Rates of Pay

Such payments apply to roles in Grades 1-6 (except where roles have been identified as Trainee Management, Professional or Research positions) or specific groups of staff in Grades 7-9 who qualify for these payments due to the nature of the work they are expected to undertake.

Where such additional payments are applicable, it will be outlined in the Contract of Employment. For details of payment, see Appendix 1.

25. University Policies

The University Council, as employer, has approved policies which relate to contractual obligations

aswell as maintaining a positive working environment for all staff.

In addition to the specific terms of the Contract of Employment, members of staff are required to comply with university policies governing such matters as IT, travel, financial regulations, health and safety at work, data security, and equality and diversity. This is not an exhaustive list and details of such policies can be found on the University's web pages.

26. Conditions of Employment

These conditions of employment may be altered from time to time, in agreement with the Trade Union(s) at either local or national level, in which case such changes will be notified individually.

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Appendix 1 – Additional Payments/Enhanced Rates of Pay

Where two or more additional payments/enhanced rates of pay apply only the highest will be taken into account when determining pay, unless otherwise stated.

(a) Alternating and Rotating Shift Allowances

These allowances apply to Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions). Staff in receipt of alternating or rotating shift allowance will not be entitled to the enhanced rate of pay for night work.

Alternating shift allowance is applicable when:

- a) Two shifts that follow on in any calendar week e.g., Monday to Tuesday and
- b) There needs to be 11 hours of worked time in a 24-hour period commencing from the start time of the first shift (Breaks are not included)

A payment equal to 11% of grade 2 will apply for all hours in the shifts that ASA applies. [OBJ]

Example of when Alternating Shift Allowance applies

Alternating shift allowance is applicable when 2 shifts follow on in a calendar week and an individual is required to cover a period of 11 hours or more during a 24 hour period commencing at the start of the first shift.
A payment equivalent to 11% of the hourly equivalent rate for Grade 2 on the single pay spine is paid for the total hours worked during the shifts identified.

Time window	MONDAY	Time window	TUESDAY	Time window	WEDNESDAY	Time window	THURSDAY	Time window	FRIDAY	Time window	SATURDAY	Time window	SUNDAY																									
0000		0000		0000		0000	Rest Day 1	0000		0000		0000																										
0100		0100		0100		0100		0100		0100		0100																										
0200		0200		0200		0200		0200		0200		0200																										
0300		0300		0300		0300		0300		0300		0300																										
0400		0400		0400		0400		0400		0400		0400																										
0500		0500		0500		0500		0500		0500		0500																										
0600	Shift 1	0600		0600	Shift 3	0600		0600		0600		0600																										
0700	0700-1500 7.5 hour shift	0700		0700	0700-1500 7.5 hour shift	0700		0700		0700		0700																										
0800		0800		0800		0800		0800	Shift 5	0800																												
0900		0900		0900		0900		0900	0900																													
1000		1000	Shift 2	1000		1000		1000	1000																													
1100		1100		1100		1100		1100	1100																													
1200		1200		1200		1200		1200	1200	1200-2000 7.5 hour shift	1200																											
1300		1300		1300		1300		1300	1300																													
1400		1400	1100-1900 7.5 hour shift	1400		1400		1400	1400		1400																											
1500		1500	1500	1500	1500	1500		1500																														
1600		1600		1600		1600		1600																														
1700		1700		1700		1700		1700																														
1800		1800		1800		1800		1800																														
1900		1900		1900		1900		1900																														
2000		2000		2000		2000		2000																														
2100		2100		2100		2100		2100																														
2200		2200		2200		2200		2200																														
2300		2300		2300		2300		2300																														
2400		2400		2400		2400	2400		2400		2400																											
In 24 hours Shift 1 and Shift 2 do not overlap and therefore do not attract alternating shift allowance													In 24 hours Shift 2 and Shift 3 do overlap by more than 11 hours in 24 and therefore alternating shift allowance applies													In 24 hours Shift 4 and Shift 5 do overlap but not by more than 11 hours in 24 and therefore do not attract alternating shift allowance												



Rotating Shift:

This is a cycle of shifts which rotate in succession to cover a period of 24 hours.

A payment equivalent to 18% of the hourly equivalent rate for Grade 2 on the single pay spine is paid for each hour worked within the defined shift cycle.

Examples of normal regular cycle of shifts where Rotating Shift Allowance would be paid is given below: -

Mon	Tue	Wed	Thur	Fri	Sat	Sun
0600-1400	0600-1400	0600-1400	Rd1	Rd2	0600-1400	0600-1400
Mon	Tue	Wed	Thur	Fri	Sat	Sun
1400-2200	1400-2200	Rd1	1400-2200	1400-2200	1400-2200	Rd2
Mon	Tue	Wed	Thur	Fri	Sat	Sun
2200-0600	Rd1	Rd2	0600-1400	0600-1400	0600-1400	0600-1400

Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Week 1 24.00- 12.00	Week 1 24.00- 12.00	N/A	N/A	N/A	N/A	N/A
Week 2 12.00- 24.00	Week 2 12.00- 24.00	N/A	N/A	N/A	N/A	N/A

(b) Premium Rates or Enhanced Rates

These allowances apply to Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions).

I. Unsocial Hours (night work)

x one and one third times basic pay for all hours worked between 10:00pm and 6:00am except where Alternating or Rotating shift allowances apply.

II. Overtime

Any additional hours worked over and above the normal working week (37 hours) must be agreed and authorised in advance of the time being worked. At the time of agreeing the additional hours, the method of 'payment' should also be agreed; either the appropriate rate of pay or TOIL.

Overtime is applicable to staff in Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions).

For part-time staff, the full-time equivalent of the normal working week (37 hours) must be worked before overtime rates of pay apply.

Overtime will be paid in arrears on the basis of the last two weeks worked in the previous month and the first two weeks worked in the current month.

The enhanced rate of pay for overtime is:

x one and a half times basic pay for all hours worked beyond 37 hours in the defined working week;

- III. Rest day working: If a member of staff is required to work a day of rest as indicated on the roster then payment of x one and a half times basic pay for all hours worked on the 1st worked rest day of the defined working week, x double times basic pay for all hours worked on the 2nd worked rest day of the working week will apply after 37 hours have been worked.

The first and second day will be identified in line with the rostering principles.

There may be some specific groups of employees in Grades 7 to 9 who qualify for these payments due to the nature of the work that they are expected to undertake. All requests for overtime in these grades would come through HR for approval. This will be by exception and normally related to business-critical activity and subject to approval by the HR Director and his or her deputy

IV. Time Off in Lieu (TOIL)

Where a member of staff works authorised additional hours beyond their normal week by an advanced agreement with your manager they may take an equivalent amount of time, on an hour for hour basis, off at a later time again by agreement with their manager; this would normally be within four working weeks of the time worked.

TOIL is applicable to all Grades 1 to 9, including Lecturers in Grades 7 to 9 who work Bank Holidays.

V. Payment for working on Public Holidays and University Customary Days

Members of full and part time staff in Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions) who work on a Public Holiday or University Customary Day are paid at an enhanced rate equivalent to:

- (i) the normal day's pay; plus
- (ii) the hourly equivalent rate x the number of hours worked, up to the hours in their normal working day; plus
- (iii) they are granted time off at a later date equivalent to the actual number of hours worked, up to the hours in their normal working day.

Public Holidays and Customary Days begin and end at midnight.

Note: Any 'overtime' worked on a public holiday or University Customary Day will be paid at double basic pay but no time off in lieu will be given.

VI. Bank Holidays which fall on a weekend

Staff who are required to work on Christmas Day, Boxing Day, and New Year's Day when the dates fall over a weekend and a substitute bank holiday is provided on the Monday and/or Tuesday, are paid an enhanced rate in line with the terms and conditions applicable to public and customary days on these days.

(c) Call-Out Payments

Call-Out Payments are made where there is a requirement for certain groups of staff to respond to emergency situations outside of their normal working hours. The requirement to respond to call-out situations will be written into the Contract of Employment for those members of staff whose role requires them to be available to perform these duties.

The payment is referenced to the individual's grade and salary.

These payments are not made to staff who occupy university premises as part of their overall remuneration.

Call-out payments applicable to staff in Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions).

There may be some specific groups of staff in Grades 7 to 9 who qualify for these payments due to the nature of the work that they are expected to undertake.

(d) Stand-By Payments

Stand-By Payments are made where there is a requirement for members of staff to be available for work outside of normal working hours and must be able to respond within 20 minutes of being called into work. Such requirements will be for clearly identified groups of staff and will be a contractual term of their employment.

Stand-By Payments will only be paid where it is clearly identified that a group of staff are called into work on a regular basis in response to an out-of-hours emergency. Ad hoc responses to such emergency situations on an irregular basis will be covered by On-Call Payments or an appropriate enhanced rate of pay.

The level of Stand-By Payment will be negotiated locally from time to time and will reflect the frequency of having to provide such cover.

These payments are not made to members of staff who occupy university premises as part of their overall remuneration.

Stand-By payments are applicable to staff in Grades 1 to 6 (except where roles have been identified as Trainee Management, Professional or Research positions).

There may be some specific groups of staff in Grades 7 to 9 who qualify for these payments due to the nature of the work that they are expected to undertake.

(e) Portering Staff payments for meal breaks

Where members of staff employed as Portering staff are the only member of staff able to respond to issues arising during their meal break time (e.g., between 6pm and 6am) payment will include the period of each such break, whether they were called on to respond or not.

(f) Return to Work Payments

Return to work payments are made where there is a requirement, either due to an emergency or an unexpected business reason, where a member of staff, having completed their normal working day, is called back to work to undertake additional work. This requirement is expected to be used only in rare circumstances.

Where such a requirement is made, the member of staff will receive an additional payment equivalent to two hours at one and a half times basic pay for any time worked up to two hours. Any time worked beyond two hours will be paid at the appropriate overtime rate.

Where a member of staff has previously agreed with their line manager to return to work at a later time to undertake additional duties, this payment will not apply.

These payments apply to staff employed in Grades 1 to 6.

(g) Additional Responsibilities 'Step-Up' or 'Acting-Up' Allowance

Please follow [key policies](#) for more information.

(h) Flexible Working Arrangements

Flexible working arrangements apply to all staff in Grades 1 to 9. Please follow [key policies](#) for more information.