

IMPLEMENTATION AGREEMENT

1. This provides for the implementation of the agreement between the Scottish Employers and the trade unions (a) to introduce a new Scottish agreement in place of the APT & C handbook (Blue Book) and the Manual handbook (Green Book) and (b) to merge the existing negotiating machinery for APT & C and Manual Workers.
2. From 1 April 1999 the Scottish agreement for former APT & C and Manual employees will consist of a new handbook to be known as the Red Book. It will comprise the following four parts:
 - Part 1 -** Principles
 - Part 2 -** Key National Provisions
 - Part 3 -** Other National Provisions
 - Part 4 -** Joint Advice
3. The status of the provisions in Parts 2 and 3 is explained in Part 1. Part 2 contains key Scottish provisions while Part 3 contains other Scottish provisions which may be modified locally, by negotiation between the council and the unions. A procedure is set out in Part 1 for dealing with local failures to agree over proposals to modify a Part 3 provision. However, the Scottish negotiators urge the local parties to approach such local negotiations with an open mind not determined from the outset either to veto or impose change but instead to negotiate with a view to reaching agreement.
4. Employees within scope of the Red Book are all employees of all Scottish Councils except those for whom other national negotiating machinery exists. The new Scottish agreement no longer refers to APT & C staff or officers or to Manual Workers. All those within scope are referred to as “employees”.
5. Where contracts of employment incorporate Scottish agreements, references to the former APT & C or Manual Worker agreements will now be to the new Red Book. Employees need to be notified accordingly, on an individual basis at a suitable opportunity.
6. The new Scottish agreement does not in itself alter existing local arrangements.
7. Single-table bargaining will operate nationally from 1 April 1999 or an earlier agreed date as part of the Single Status agreement to wind up the former APT & C and Manual Worker Scottish Councils and to establish a new Scottish Joint Council for Local Government Services (SJC). The constitution of the new SJC is attached as an appendix to Part 1 of the Red Book. The principle of single table bargaining is recommended for adoption by councils at local level.
8. The remainder of this circular deals with detailed transitional arrangements on:
 - Pay and Grading
 - Working Time arrangements
 - Method and Frequency of Payment
 - Bonus

PAY AND GRADING

9. Assimilation of existing employees to the new spinal column will be in accordance with the agreements reached in the Scottish Joint Council. (See para 1.3 of Part 3) The existing spinal column is shown in the Annex to this section.
10. Employees on former APT & C scales shall be entitled to progress to the top of their pay scale in accordance with existing arrangements for incremental progression, until superseded by job evaluation and assimilation to the new spinal column.
11. The grading structures for former Manual Workers and former APT & C staff will remain in effect until superseded by local arrangements following job evaluation. Allowances protected under this arrangement, for example nursery staff special education needs allowance and social workers' standby allowance, will be uprated in line with Scottish pay settlements.
12.
 - 12.1 To fulfil a key objective of single status employment, fair and non-discriminatory grading structures are needed at local level to integrate former APT & C staff and former Manual Workers. A job evaluation scheme is being jointly developed which will be recommended to authorities for their use.
 - 12.2 Councils should review their local grading structures, including whether or not to operate a system of pay scales as opposed to single pay points. In conducting such a review, representatives of the recognised trade unions will be fully involved. Once such a review has been completed, the local grades, using Scottish spinal column points, will supersede the existing Scottish grading provisions. A standard protection against loss of remuneration, following job evaluation, has been agreed by the Scottish Joint Council.
13. For former APT & C employees grading appeals registered before the Job Evaluation exercise is completed will be processed under the provisions of the former APT & C agreement. Similarly, for Manual Workers any local Job Outlines registered up to that date will be evaluated under the arrangements applying to the former Manual Worker scheme.
14. For the duration of the job evaluation exercise, an Appeals Panel will be established comprising representatives from the Employers and Trade Unions. Thereafter there will be no general right of appeal to Scottish level, but it is agreed by both sides that a mechanism will exist under the authority of the Scottish Council where matters of dispute regarding an individual's rights under the scheme, including the job evaluation scheme, will be dealt with. This mechanism will be encompassed within the new scheme.

WORKING TIME ARRANGEMENTS

15. The standard working week will be 37 hours for all full-time employees. However, the Scottish Joint Council has agreed that the reduction from 39 to 37 hours should be introduced on a phased basis. Accordingly, as an indication of the Scottish Joint Council's commitment to the principles of Single Status a one hour reduction in the working week for employees working more than 37 hours per week will apply from 1 April 2000. The subsequent reduction to 37 hours will take effect at the point when they assimilate to the new pay spine or by April 2002 at the latest.
16. In implementing the provisions of the agreement the local parties should endeavour to minimise costs whilst ensuring service delivery standards are maintained. It is the view of the SJC that it is in the interests of both local parties that employees will maintain existing output levels where

the working hours are reduced. It is the view of the Scottish Joint Council that for part-time employees existing contractual hours should be maintained. The SJC advises the local parties to co-operate in minimising the costs of reducing the working hours in order to protect jobs and services.

17. From 1 April 1999 the Conditions of Service for new and existing employees will be as set out in the Red Book but, as stated in paragraph 11, until the job evaluation exercise has been completed the existing grading provisions and pay rates for Apt & C Staff and Manual Workers will be the rates applying, on an interim basis to those employees commencing employment after 1 April, 1999
18. Between the date of this circular and 1 April 1999 the status quo will apply on standard hours and premium rates, except where it is agreed to introduce the new arrangements earlier.

METHODS AND PERIODS OF PAYMENT

19. Any changes to existing arrangements should be by local agreement.

PROTECTION

20. Protection at assimilation on to the new spinal column for all employees including bonus earners will be for three years on a cash conserved basis. This timescale has regard to the increased potential for equal pay claims should protection be allowed to extend beyond that period.

BONUS

21. It is important to emphasise that bonus schemes may not in themselves be discriminatory provided they meet real business objectives and access is available to all. Councils should therefore be free to introduce council-wide reward strategies where this is considered desirable (see Part 4) and following the full involvement of the trade unions.

CONTINUOUS SERVICE

22. Employees in post at 31 March 1999 will retain entitlement based on their continuous service as set out in the former APT & C and Manual Worker Scottish agreements operative at that date.

NURSERY NURSES AND RESIDENTIAL CARE STAFF

23. The SJC recognises that nursery nurses and residential care staff are entirely within scope of the new single status agreement. However, given the distinctive features of the conditions of service for both groups the SJC recognises that further detailed negotiations are required before existing agreements can be replaced by the new Scottish single status agreement.

SICKNESS ALLOWANCES

24. The new sickness provisions as detailed in paragraph 10 of Part 2 will apply to employees commencing employment after 1 April 1999.

Annex: Current APT & C Spine and Manual Grade

Current APT & C Spine Current Manual Grades w.e.f. 1.4.98

**Spinal Column PointSalaries
w.e.f. 1.4.98**

£	£ per week	£ per annum
1	[7,512]	Manual Grade 1 160.65 8,376
2	[8,040]	2 166.46 8,679
3	8,376	3 172.27 8,982
4	8,679	4 178.08 9,285
5	8,982	5 183.89 9,588
6	9,285	6 189.70 9,891
7	9,588	7 196.44 10,242
8	9,891	8 206.39 10,761
9	10,242	
10	10,761	
11	11,043	Foreman – Lower 213.32 11,122
12	11,313	- Higher 222.51 11,602
13	11,517	
14	11,733	
15	12,009	
16	12,294	
17	12,537	
18	12,879	
19	13,215	
20	13,581	
21	13,971	
22	14,337	
23	14,754	
24	15,240	
25	15,723	
26	16,233	
27	16,770	
28	17,319	
29	18,006	
30	18,609	
31	19,194	
32	19,770	
33	20,358	
34	20,946	
35	21,378	
36	21,939	
37	22,575	
38	23,241	
39	23,997	
40	24,612	
41	25,257	

Current APT & C Spine

**Spinal Column PointSalaries
w.e.f. 1.4.98**

£	
<u>42</u>	<u>25,914</u>
<u>43</u>	<u>26,550</u>
<u>44</u>	<u>27,207</u>
<u>45</u>	<u>27,828</u>
<u>46</u>	<u>28,485</u>
<u>47</u>	<u>29,133</u>
<u>48</u>	<u>29,853</u>
<u>49</u>	<u>30,549</u>
<u>50</u>	<u>31,239</u>
<u>51</u>	<u>31,959</u>
<u>52</u>	<u>32,733</u>
<u>53</u>	<u>33,474</u>
<u>54</u>	<u>34,260</u>
<u>55</u>	<u>35,088</u>
<u>56</u>	<u>35,919</u>
<u>57</u>	<u>36,777</u>
<u>59</u>	<u>37,683</u>
<u>59</u>	<u>35,589</u>
<u>60</u>	<u>39,495</u>
<u>61</u>	<u>40,398</u>
<u>62</u>	<u>41,307</u>
<u>63</u>	<u>42,276</u>
<u>64</u>	<u>43,269</u>
<u>65</u>	<u>44,319</u>
<u>66</u>	<u>45,399</u>
<u>67</u>	<u>46,464</u>
<u>68</u>	<u>47,622</u>
<u>69</u>	<u>48,786</u>
<u>70</u>	<u>49,926</u>
<u>71</u>	<u>51,120</u>
<u>72</u>	<u>52,341</u>
<u>73</u>	<u>53,562</u>

Notes:

It was agreed that the first three [] points were only applicable to employees in post at the time and assimilated to those points under the assimilation arrangements in Circular SO/215. Since all those who were assimilated to the first [] point will now have progressed to at least the second [] point the first [] point has been deleted from the spine with effect from 1 April 1998. The second [] point will be deleted next year and the third [] point in the year 2000. Locally determined rates will apply for 16 and 17 year olds not fulfilling the full duties of substantive posts.

PART 1 - PRINCIPLES

1. The Scottish Joint Council represents councils in Scotland and their employees (other than those for whom other national negotiating machinery exists). We are jointly committed to the local democratic control of services to the community as the primary role of local government. Our principal role is to reach agreement, based on our shared values on a national scheme of pay and conditions for local application in Scotland. The Constitution of the Scottish Joint Council is **annexed** to this Part.
2. The Scottish Joint Council's guiding principles are to support and encourage:
 - (a) high quality services delivered by a well trained, motivated workforce with security of employment. To this end councils are encouraged to provide training and development opportunities for their employees;
 - (b) equal opportunities in employment; equality as a core principle which underpins service delivery and employment relations; and the removal of all discrimination and promotion of positive action;
 - (c) a flexible approach to providing services to the communities while meeting the needs of employees as well as employers; and
 - (d) stable industrial relations, negotiation and consultation between councils as employers and recognised trade unions.
3. The SJC has a strong commitment to joint negotiation and consultation at all levels, and to this end encourages employees to join and remain in recognised unions. Co-operation between employers, employees and unions will help ensure the successful delivery of services. Councils are therefore encouraged to provide facilities to allow recognised Trade Unions to organise effectively for individual and collective representation.
4. In addition to this Part, the Scottish agreement consists of:

PART 2 Key Scottish provisions which are for application by all Councils to all employees covered by the SJC. They are basic provisions which constitute a standard throughout Scotland.

PART 3 Other Scottish provisions which may be modified by local negotiation. The party proposing change must state in writing what changes are sought and why and the parties must then seek to reach agreement, normally within three months. Where agreement is not possible, either party may refer the failure to agree to the joint secretaries (or other mutually agreed persons) for conciliation.

If the conciliation is unsuccessful, the joint secretaries may recommend further procedures for resolution of the difference, including external conciliation, mediation or binding ACAS arbitration. The above procedures should, if possible, be completed normally within a further three months.

PART 4 JOINT ADVICE

This covers agreed guidance on good practice on a number of issues.

ANNEX - CONSTITUTION

1. NAME OF ORGANISATION

The Council will be known as the **Scottish Joint Council for Local Government Employees** .

2. AREA OF OPERATION

The Council will operate in Scotland.

3. SCOPE

The Council will cover all employees of local government in Scotland, other than those employees covered by other national negotiating machinery.

4. MEMBERSHIP

- (a) The Council will have 65 members. 32 will be appointed, one per council, to represent the employers and 33 to represent the employees.
- (b) The 32 employers' representatives will be appointed by the Convention of Scottish Local Authorities.
- (c) The 33 employees' representatives shall be appointed as follows:-

UNISON	18 representatives
GMB	9 representatives
TGWU	6 representatives
- (d) If any of the bodies referred to in paragraphs (b) and (c) do not appoint the number of their representatives provided for by the constitution, failure to appoint will not invalidate the decisions of the Council.
- (e) In the event of a member of the Council or any of its sub-groups being unable to attend any meeting, the body represented by the member will be entitled to appoint a substitute to attend the meeting. A substitute for a member of a sub-group will be appointed only from amongst the remaining members of the Council.
- (f) The members of the Council shall retire on 30 September, in each year, and be eligible for re-appointment.
- (g) If a vacancy arises, a new member will be appointed by the body who the previous member represented and will be a member until the end of the period for which the previous member was appointed.

5. FUNCTIONS OF COUNCIL

Scottish local government employers and trade unions plan to develop a fair and progressive employment agenda to support innovative quality service delivery. This principle will underpin all of the Council's agreements and activities.

The functions of the Council are as follows:-

- * To support and develop a national framework which will contribute to the development of a highly skilled and motivated workforce.
- * To negotiate sustainable collective agreements on employment related matters.
- * To promote and support the application of such agreements for local government and its employees.
- * To promote co-operation between employers and recognised unions throughout local government.
- * To support the promotion of equality and the elimination of discriminatory practices in employment.
- * To support the development and adoption of local codes of practice to cover the conduct and obligations of employees and employers.
- * To support the development and implementation of training and development initiatives and to ensure their integration into broader employee development strategies.
- * To provide advice and assistance to councils, recognised unions and employees on employment related issues.
- * To settle differences of interpretation and/or application of the national agreement that cannot be resolved locally.
- * To provide a national conciliation service for the resolution of disputes that cannot be resolved locally.
- * To undertake any activity incidental to the above.

6. SUB-GROUPS

The Council may establish, from its own membership sub-groups as it considers necessary. Reports from the sub-groups will be submitted to the Council. The Council when establishing a sub-group may delegate special powers to the sub-group, in such cases reports to the Council will be submitted for information.

7. OTHERS INVITED TO ATTEND MEETINGS

The Council or a Sub-Group may invite any persons whose special knowledge would be of assistance to attend and speak at its meetings. Such persons will not have the power to vote.

8. CONVENER AND VICE CONVENER

The Council will appoint from amongst its membership a convener and vice convener who will retire in the same manner as provided for members in Clause 4. Convenership of the Council will be held in alternative years by a member of the Employers' Side and a member of the Employees' Side.

In the absence of the convener, the vice convener shall preside at the meetings of the Council. If neither the convener nor the vice convener is present, a chair will be elected for the meeting.

The convener will have a vote but not a casting vote.

The convener and vice convener will be members of all sub-groups established by the Council.

9. OFFICERS

The Council will appoint joint secretaries, and any other officers as it thinks fit. These officers will retire in the same manner as is provided for members in Clause 4 and will be eligible for re-appointment.

10. MEETINGS

The annual meeting of the Council will be held during the month of October.

Ordinary meetings of the Council will be held as often as may be necessary.

The convener will call a special meeting of the Council if so requested by either side. The notice summoning the meeting will state the nature of the business to be transacted and other matters shall be discussed. The meeting will take place within 14 days of a requisition being received by one of the Joint Secretaries.

11. VOTING

Voting at Council and Sub-Group meetings will be by show of hands or otherwise as the Council or Sub-Group determines. No resolution will be carried unless it is approved by the majority of the members present and voting on each side of the Council or sub-group.

12. NOT ENOUGH MEMBERS PRESENT

If fewer than one third of the members of the Council divided equally between the two sides are present at the start of the meeting, the convener will declare the meeting closed and the business then under discussion shall be the first business to be discussed at the next meeting of the Council. The required number of members to be present at a meeting of a Sub-Group will be determined by the Council.

13. NOTICE OF MEETINGS

All notices of meetings of the Council and of sub-groups will be sent by post to the respective members at least seven days before the meeting.

14. FINANCE

The administrative expenses of the Council (excluding expenses of representatives which shall be met by the respective Sides) and its Sub-Groups shall be borne equally by the two Sides.

15. **AMENDING THE CONSTITUTION**

The constitution may only be amended with the agreement of the Convention of Scottish Local Authorities, and the three unions referred to in paragraph 4(c).

16. **ARBITRATION**

In the event of a dispute over terms and conditions of employment arising between the two Sides of the Council the dispute will, if requested by either Side, be referred for settlement by arbitration to ACAS. The arbitration award will be accepted by both Sides and be treated as though it were an agreement between the two Sides.

17. **RELATIONSHIP WITH OTHER ORGANISATIONS**

Arrangements will exist to ensure strong links between the Scottish Joint Council and the National Joint Council for Local Government Services in England and Wales.

PART 2 - KEY SCOTTISH PROVISIONS

1. EQUALITIES

- 1.1 Employees will be afforded equal opportunities in employment irrespective of disability, gender, race, religion, age, sexuality and marital status.
- 1.2 Councils will ensure that discriminatory practices are identified and removed and non-discriminatory practices introduced in all areas of employment including recruitment, training and promotion. Lawful positive action initiatives should be considered to achieve and maintain a representative workforce.
- 1.3 All councils will adopt a policy promoting equality of opportunity in employment. (UK Guide or COSLA Guide to be inserted in Part 4.)
- 1.4 Conditions are equally applicable to all employees irrespective of hours worked.

2. OFFICIAL CONDUCT

- 2.1 Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.
- 2.2 Local codes of practice will be developed to cover the official conduct and the obligations of employees and employers.

3. TRAINING AND DEVELOPMENT

- 3.1 Training and development to meet both the individual needs of employees and the corporate needs of authorities should be placed firmly in the forefront of authorities' service delivery plans. Employers and recognised unions shall co-operate to establish and implement local schemes on training and development. All training and development provision should be planned, delivered and monitored on the basis of equality of access for all, including part-timers. Resources for training and development should be shared equitably across all categories of employee and occupational groups. Employees attending or undertaking approved training/and or development are entitled to payment of normal earnings, all prescribed fees and other relevant expenses arising.

4. HEALTH, SAFETY AND WELFARE

- 4.1 Councils have a duty to comply with the law governing the health, safety and welfare of employees, including the conditions under which they work and the provision and maintenance of necessary protective clothing.
- 4.2 Employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with employers' actions taken to meet their duties under the relevant Regulations.

5. PAY AND GRADING

- 5.1 The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated Codes of Practice and it is recommended that the job evaluation scheme which has been developed for Scottish councils be used.
- 5.2 The basic pay of each employee will consist of either a point or points on the new Scottish pay spine. If a common system for all employees is not adopted locally, there needs to be objective justification for any distinction between those jobs paid on scales and those which are paid on single pay points.
- 5.3 Employees dissatisfied with the grading of their job are entitled to appeal for a reconsideration of the grading. Procedures will be agreed locally to deal with such appeals. While there is no general right of appeal to the Scottish Council where there are matters of dispute regarding an individual's rights under the scheme, it is agreed there will be a joint mechanism to deal with this.
- 5.4 Local arrangements will be agreed with the recognised trade unions to recognise temporary additional duties where employees act up in the absence of more senior employees.

6. WORKING TIME ARRANGEMENTS

- 6.1 The working time arrangements are as set out in paragraph 15 of the Implementation agreement.
- 6.2 Employees who are required to work non-standard patterns of work will be compensated in accordance with the provisions of Section 2 of Part 3.
- 6.3 Variations to the established working week or patterns of work will be reasonable and subject to adequate notice.
- 6.4 Working arrangements will comply with relevant Health and Safety legislation, including the European working time directive and its associated UK legislation.

7. LEAVE

Public Holidays

- 7.1 General and public holidays recognised by the council for its employees will be granted as holidays with pay. By local agreement some of these may be added to annual leave.

Annual Leave

- 7.2 Each council will fix a definite leave year.
- 7.3 The minimum paid full annual leave entitlement is twenty days. An employee who has at least five years continuous service at the commencement of the leave year qualifies for a further five days annual leave.
- 7.4 The entitlements to annual leave and public holidays as expressed above applies to five day working patterns. For alternative working patterns equivalent leave entitlements will be calculated.

7.5 The annual leave entitlement of employees leaving or joining a council will be proportionate to their completed service during the leave year.

7.6 Where an employee has been absent through illness for a period exceeding three months the council will have discretion to limit the annual leave to an amount equal to the period of actual service given during the leave year.

7.7 **Calculating Leave Entitlement**

For the purpose of calculating leave (annual and public holidays) entitlements may where necessary be expressed in hours over the leave year.

7.8 **Special Leave**

7.8.1 **Additional Leave**

Additional leave with or without pay may be granted in special circumstances at the discretion of the employing council.

7.8.2 **Public Duties**

Paid leave of absence will be granted for employees undertaking jury service and paid leave of absence, with the approval of the Council, will be granted to employees serving on public bodies or undertaking public duties. Where an allowance is claimable for loss of earnings the employee should claim and pay the allowance to the employing authority.

7.8.3 **Health**

Employees will be entitled to take such reasonable time off without loss of pay as is required for the purpose of preventative medical examination.

7.8.4 **Maternity Support Leave**

Maternity support leave of five days with pay will be granted to the child's father or the partner or nominated carer of an expectant mother at or around the time of birth. The nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of birth.

7.8.5 **Child Care and Dependants**

Councils should be encouraged to develop policies which recognise the particular requirement of employees with responsibilities for children and dependants.

7.8.6 **Adoption Leave**

Councils should introduce adoption leave for employees adopting children.

7.9 **Definition of Pay**

For the purposes of 7.1 to 7.8 above pay includes any regular payment made under the contractual provisions of an employee's terms and conditions of employment.

8. PART TIME EMPLOYEES

8.1 All employees will be treated equally regardless of hours worked including:

- (a) training and development - where part time employees should have access equal to that of full time employees and when on training courses outside their contracted daily hours shall be paid on the same basis as full time employees.
- (b) the car allowance scheme - which applies to part time employees in full on the same basis as full time employees.

9. TEMPORARY EMPLOYEES

9.1 Temporary employees shall receive pay and conditions of service equivalent to that of permanent employees.

10. SICKNESS PROVISIONS

10.1 Sickness Allowances

10.1.1 The provisions relating to sickness allowances which are payable by the council are set out in sub-clause 10.2.4. These allowances are complementary to the statute based payments which an employee may receive and are subject to a range of conditions, many of which are additional to those applying to the statute based payments.

10.1.2 An employee is not entitled to receive sick pay under the scheme unless:

- (i) notification is made immediately to the person identified for this purpose by the council;
- (ii) further notification is made as required by the council;
- (iii) a doctor's statement is submitted to the council not later than the eighth calendar day of absence;
- (iv) subsequent doctor's statements are submitted as necessary.
- (v) in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to the council a final statement as to fitness to resume duties;
- (vi) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.

10.1.3 Where, for the purpose of qualifying for sick pay under the scheme, a council requires a doctor's statement from an employee, the council will, [with exception of 10.1.2 iii-v above], reimburse the employee the costs of such a statement on the provision of a receipt.

10.1.4 An employee who falls sick during the course of annual leave will be regarded as being on sick leave from the date of a doctor's statement.

10.1.5 Where an employee is receiving sick pay under the Scheme, sick pay will continue if a public or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday will be given. Where an officer has exhausted sickness allowance entitlement, no payment should be made in respect of a public holiday occurring during the period of absence.

10.1.6 Widows and married women exercising their right to be excepted from the payment of full-rate National Insurance contributions shall be deemed to be insured in their own right for all National Insurance benefits.

10.2 **Exclusion from Entitlement**

10.2.1 There is no entitlement to sickness allowance if an employee:

- has less than 26 weeks continuous service;
- goes sick during a stoppage of work at the place of employment due to a trade dispute, unless the employee has not taken part in the trade dispute and has no direct interest in it;
- on the first day of sickness has already exhausted or subsequently exhausts sickness allowance entitlement (see sub-clause 10.2.4);
- on the first day of sickness is in legal custody or is subsequently taken into legal custody;
- fails to satisfy or to continue to satisfy the notification or certification requirements;
- is absent on maternity leave;
- terminates or has their contract of employment terminated.

Note:

The provisions of this scheme cease to apply to an employee whose contract of employment is terminated in pursuance of the provision of the Superannuation Act applicable to the case, whether by reason of permanent ill health or infirmity of mind or body or by reason of age; this is however without prejudice to the right of an officer whose employment is terminated by reason of permanent ill health or infirmity to receive the period of notice specified in the contract of service where appropriate.

10.2.2 Sick pay may be suspended if an employee abuses the sickness scheme or is absent on account of (i) sickness due or attributable to deliberate conduct

prejudicial to recovery; or (ii) the employee's own misconduct or neglect; or (iii) active participation in professional sport; or (iv) injury while working in the employee's own time on their own account for private gain or for another employer. The council will advise the employee of the ground for suspension and the employee will have a right of appeal to the appropriate committee of the council. If the council decides that the grounds were justified then the employee will forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

10.2.3 An employee who is paid any damages as the result of an accident will be required to re-pay any sickness allowance advanced, either in total or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the advance is made in full, will not be treated as sickness absence.

10.2.4 Payment and Period of Entitlement

An employee's entitlement to sickness allowance will depend on length of continuous service as follows:

	Service at commencement		
	of absence from duty	Full Allowance for	Half Allowance for
Less than 26 weeks		Nil	Nil
26 weeks or more but less than 1 year		5 weeks	5 weeks
1 year but less than 2 years		9 weeks	9 weeks
2 years but less than 3 years		18 weeks	18 weeks
3 years but less than 5 years		22 weeks	22 weeks
5 years and over		26 weeks	26 weeks

In exceptional circumstances there shall be local discretion to extend the period of full allowance or half allowance provided for in this paragraph.

The period during which sick pay will be paid, and the rate of sick pay, in respect of any period of absence will be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.

10.3 Calculation of Allowance

10.3.1 In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.

10.3.2 In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity benefit receivable, so long as the total sum does not exceed normal pay.

10.3.3 Definition of Normal Pay

Normal pay includes all earnings that would be paid during a period of normal working but excluding any payments not made on a regular basis.

10.3.4 The social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- (i) the conditions for the reporting of sickness as required by the council;
- (ii) the claiming of benefits;
- (iii) the obligation to declare any entitlements to benefits and any subsequent changes in circumstances affecting such entitlement.

10.4 **Sickness or Disablement due to an Accident in the Course of Employment**

Absence in respect of normal sickness is entirely separate from absence through industrial disease or injury arising out of or in the course of employment with a council. Periods of absence in respect of one will not be offset against the other for the purpose of calculating entitlements under the scheme.

An absence due to an accident will only qualify for payment under this paragraph when an entry in the Accident Book (Form BI 510) approved for the purposes of the Social Security Act 1975 is appropriate and has been completed, and in the subsequent investigation by the council the facts so recorded are found to be accurate.

Note:

Every effort must be made to ensure that all accidents are entered in the Accident Book (Form BI 510) including those where the employee, as a result of the accident, is unable to make the entry personally. In circumstances where no entry is made at the time of the accident, the council should not unreasonably refuse the payment of industrial injury allowance. The council will still need to carry out the required investigation into the accident to establish the facts. If that investigation establishes that an accident took place arising out of or in the course of employment, the employee will nonetheless be entitled to the industrial injury allowance, despite the fact that no entry has been made in the Accident Book.

10.5 **Medical Examination**

An employee will, if required by the council at any time, submit to a medical examination by a medical practitioner nominated by the council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the employing council. Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee as nominated by the council.

10.6 **Infectious Diseases**

An employee who is prevented from attending work because of contact with infectious disease will advise the Head of Department immediately and will be entitled to receive normal pay. The period of absence on this account will not be reckoned against the employee's entitlements under this scheme.

10.7 **Absence Management**

An integral part of the sickness provisions includes the effective management of sickness absence. To that end Absence Management Guidelines are included in Part 4 of the Scheme.

11. **MATERNITY SCHEME**

11.1 **Application of Scheme**

The occupational maternity scheme will apply to all pregnant employees regardless of the number of hours worked per week.

11.2 **Initial Obligations on the Employee**

An employee will notify their council in writing and at least 21 days before her absence begins or as soon as is reasonably practicable.

- (a) that she is pregnant and indicate the expected week of childbirth (EWC) (a council can request the employee to produce a certificate from a registered medical practitioner or a certified midwife stating the expected week of childbirth); and
- (b) if requested by the council, of the date of the beginning of her absence; and
- (c) if requested by the council, that she intends to return to work with her employer if that is her intention.

11.3 **Ante-Natal Care**

Any pregnant employee has the right to paid time off to attend for ante-natal care and must produce evidence of appointments if requested to do so by her council.

11.4 **Maternity Leave Entitlement**

- (a) Employees who have less than one year's continuous service at the beginning of the 11th week before the EWC will have an entitlement to remain absent for up to 18 weeks.

At the discretion of the council the employee may be allowed leave without pay in excess of the 18 week period.

- (b) Employees who have completed at least one year's continuous service at the beginning of the 11th week before the EWC will have an entitlement to 18 weeks' leave of absence with pay (see para 9.5 below) and to remain absent for up to 29 weeks from the beginning of the week in which childbirth occurs.
- (c) Maternity leave will commence no earlier than 11 weeks before the EWC.

11.5 **Maternity Pay**

- (a) Payments for employees who have less than one year's continuous service at the beginning of the 11th week before the EWC will be the employee's entitlement to Statutory Maternity Pay (SMP).
- (b) Payments for employees who have completed not less than one year's continuous service at the 11th week before the EWC will be as follows:-
 - (i) For the first six weeks of absence an employee will be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) where eligible.
 - (ii) If having declared an intention to return to work then for the subsequent 12 weeks the employee will be paid half a week's pay without deduction except by the extent to which the combined pay and SMP (or MA and any dependants' allowances if the employee is not eligible for SMP) exceeds full pay.
 - (iii) For employees not intending to return to work payments during the subsequent 12 weeks will be the employee's entitlement to SMP.
 - (iv) Payments made by the council during maternity leave under (ii) above will be made on the understanding that the employee will return to council employment for a period of at least three months, which may be varied by the council on good cause being shown and, in the event of the employee not doing so, they will refund the monies paid, or such part thereof, if any, as the council may decide. Payments made to the employee by way of SMP are not refundable.

11.6 Right To Return To Work

- (a) An employee has the right to return to the job in which she was employed under her original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her if she had not been absent. "Job", for this purpose, means the nature of the work which she is employed to do and the capacity and place in which she is so employed.
- (b) However, where it is not practicable by reason of redundancy for the council to permit the employee to return to work in their job as defined in (a) above the employee is entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable and appropriate to the circumstances, and that the capacity and place of employment and terms and conditions of employment are not substantially less favourable than if the employee had been able to return to the job in which they were employed prior to their absence.
- (c) However, suitable alternative employment may also be offered in exceptional circumstances other than redundancy (e.g. a general reorganisation) which would have occurred if the employee had not been absent, and necessitate a change in the job in which they were employed prior to their absence. The work to be done should be suitable to them and appropriate to the circumstances and the capacity and place of employment and the terms and conditions of employment should not

be less favourable than if the employee had been able to return to the job in which they were employed prior to their absence.

11.7 Exercise of the Right to Return to Work

(a) Employees who have less than 1 year's continuous service

An employee who qualifies for leave under paragraph 11.4(a) will notify the council in writing if requested, at least seven days before the day on which they propose to return of the date of their intended return if this is before the end of the 18 weeks maternity leave.

(b) Employees who have completed not less than 1 year's continuous service

An employee who qualifies for leave under paragraph 11.4(b) will notify the council in writing if requested, at least *21 days* before the day on which they propose to return, of the date of their intended return. The council may postpone their return to work until a date not more than 28 days after the notified date of return. To do this the council's notification shall be conveyed to the employee before the notified date of return and shall give the reasons for postponing their return until the later date.

(c) All employees

(i) An employee may postpone their return after the end of their maternity leave period by submitting a doctor's statement, stating that they will be incapable of work, before the notified date of return or if no date of return has been notified the expiry of the maternity leave period. The sickness scheme shall apply to such absence.

(ii) If because of an interruption of work, (whether due to industrial action or some other reason) it is unreasonable to expect an employee to return on the notified day, they may instead return when work resumes, or as soon as reasonably practicable thereafter.

(iii) If no date of return has been notified by the employee and there is an interruption of work (whether due to industrial action or some other reason) which makes it unreasonable to expect the employee to return to work before the end of the maternity leave period and in consequence they do notify a date of return, the employee may exercise their right to return by giving at least *7 days* written notice to the council that they intend to return at any time before the end of *14 days* from the end of the interruption.

11.8 Relationship With Sickness and Annual Leave

(a) As maternity leave is not to be treated as sick leave it will not therefore be offset against other service based entitlements such as sick leave.

(b) Authorised maternity leave will be regarded as continuous service on the employee's return to work.

11.9 Definitions

(a) A Week's Pay

The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the council to the employee under the current contract of employment for working their normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

(b) Childbirth

Childbirth means the live birth of a child, or a still birth after a pregnancy lasting at least 24 weeks.

11.10 Return to Work When Employee Terminates Employment

Where an employee has terminated their employment due to pregnancy or childbirth, but the child does not live, they will be entitled to return to work but without the right to return to the same post at the same grade and salary as applied immediately prior to the termination of employment unless the council determines that this is not practicable.

However, an employee will not be entitled to return to employment with the council in accordance with this paragraph unless:-

- a suitable vacancy exists; and
- they submit in writing a doctor's statement that they are medically fit to return, if such a statement is required by the council; and
- they satisfy the requirements of sub-clauses 11.6 (a) - (c) above in respect of the timing of their return to work.

11.11 Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

12. CONTINUOUS SERVICE

12.1 For the purposes of entitlements regarding annual leave, the occupational sickness scheme and the occupational maternity scheme continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies.

12.2 Where an employee returns to local government service following a break for maternity reasons they will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no paid employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years time limit does not apply provided that no paid employment has intervened.

13. PERIOD OF NOTICE TO TERMINATE EMPLOYMENT

13.1 Employer

The minimum periods of notice to be given by an employer are governed by the Employment Rights Act 1996:

Continuous Service Period of Notice

One month or more but less
than two years Not less than one week

Two years or more but less
than twelve years Not less than one week for each year of continuous service

Twelve years or more Not less than twelve weeks

13.2 Employee

The minimum period of notice to terminate employment given by an employee will be the ordinary period from one pay period to the next.

14. GRIEVANCE PROCEDURES

14.1 The employing council should ensure that all employees are aware of the person to whom they should apply in the event of their having a grievance and of the procedure to be followed in that instance. These procedures should accord with ACAS guidance.

15. DISCIPLINARY PROCEDURES

15.1 The employing council should ensure that all employees are aware of the disciplinary rules and procedures that apply. All employees should also be aware to whom they can apply if they are dissatisfied with any disciplinary decision. These procedures should accord with legal requirements and with the ACAS Code of Practice and guidance.

16. TRADE UNION FACILITIES

16.1 Authorities shall provide the recognised trade unions with facilities necessary to carry out their functions in accordance with the ACAS Code of Practice. This will include paid leave of absence to attend relevant meetings concerned with the work of the Scottish Joint Council including its relationship with the UK National Joint Council and the operation of a check off system whereby, with the consent of the individual, trade union dues are deducted from pay.

17. DISTANT ISLANDS ALLOWANCE

An annual allowance shall be paid to employees employed by island councils and to those based on Tiree, Coll and Colonsay. (*Appendix*)

18. CAR ALLOWANCES

Where an employing authority authorises an employee to use a private car on official business, the employee will receive an allowance in accordance with the agreed Scottish Scheme. (See Appendix)

Joint Secretaries to draft Appendix based upon current Appendix C of APT & C Scheme.

19. REIMBURSEMENT OF EXPENDITURE

- 19.1 Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced, **in accordance with agreed Scottish scheme.**
- 19.2 Employees will be reimbursed the additional costs arising from a compulsory change in their place of work, establishing approved items of expenditure and periods of reimbursement **according to the agreed Scottish schemes.**
- 19.3 Where a council requires an employee to possess a Heavy Goods Vehicle, Passenger Service Vehicle and/or other special driving licence, the council shall meet the costs.

PART 3 - OTHER NATIONAL PROVISIONS

1. PAY AND GRADING AND ENHANCEMENT PROVISIONS

- 1.1 Scottish grading provisions of the former Manual Workers' Agreement and the former APT & C Agreement as at 31 March 1999 and the former APT & C scales remain as part of the new Scottish agreement until superseded by local arrangements following job evaluation. The enhancement provisions as contained in the former APT & C and Manual Worker Schemes will remain in place until superseded by local negotiations. These provisions are shown as an appendix to Part 3.
- 1.2 Until the job evaluation exercise is completed the existing spinal column for APT & C Staff and the weekly rates for Manual Workers Grades 1-8 (which on an annualised basis are points 3-8 of the existing spinal column for APT & C Staff) will be updated at 1 April in any year, in line with any pay increases which are negotiated.
- 1.3 By 1 April 2002 all councils will be expected to have completed the job evaluation exercise and assimilated all staff to a new spinal column of hourly rates which will be agreed by the Scottish Joint Council in 1999. Any other hourly rates, not on this new spinal column, can only be used as recruitment/training rates. Immediately an employee is undertaking the full range of duties and responsibilities the rate for the job as determined by the job evaluation exercise will be applied.

2. WORKING ARRANGEMENTS

- 2.1 The arrangement of the working week shall be determined by the authority in consultation with the recognised unions with a view to reaching agreement. The working week of individual employees may vary from the standard of 37 hours provided that the individual's average over a pre-determined period does not exceed the standing

working week over the same period and shall not exceed an average of 48 hours except by agreement.

- 2.2 In determining working arrangements to suit the needs of the service, councils should take into account the circumstances of individual and groups of individuals. Working time arrangements should avoid (a) short notice changes to rostered or expected patterns of work (b) excessive hours in any particular week and (c) unnecessarily long periods over which the weekly hours are arranged.
- 2.3 Councils shall have discretion to pay inclusive rates of pay for non-standard working patterns to take all the features of the job into account. Where inclusive scales are not in operation the previous provisions will apply as stipulated in paragraph 1.1 above until local negotiations are concluded.

3. TRAINING AND DEVELOPMENT

3.1 Purpose of the Training and Development Function

Training and development to meet the identified corporate needs of authorities and the needs of employees should be placed firmly at the forefront of authorities' service delivery plans to improve both service delivery and organisational performance through employee development.

It is recognised that effective and efficient organisations are created through the integration of training and development with the service.

Employers and recognised unions should co-operate to establish and implement local policies, strategies, procedures and agreements on training and development.

All training and development provision must be planned, delivered and monitored on the basis of equality of access for all. Available resources for training and development will be shared equitably according to agreed need.

3.2 Policy Statements

Authorities should provide a written employee training and development policy which should be communicated effectively to all employees via management and recognised trades unions.

The written policy will normally include, statements of:

commitment to the training and development of all employees

responsibility and authority for the training and development of all employees

the relationship between training and development policy and the authority's equal opportunity policy

levels of responsibility and authority for the training and development of employees

on the authority's policy for the payment of fees and expenses for training and development activity, including examinations and workplace assessment costs

the authority's policy for the repayment of expenses incurred by individuals participating in training and development, examinations and/or workplace assessment activity.

The written policy will also normally include, information on the processes relating to:
identifying corporate and individual training and development needs

the process of validation and accreditation

resource allocation for training and development

evaluation and monitoring processes

how training and development policy links to corporate and service plans

identifying corporate and individual training and development needs

the authority's equal opportunities policy.

3.3 **Needs Identification**

Assessment and analysis of the training and development needs of all employees will inform training and development plans.

These plans should be updated on a regular basis in line with corporate and service plan.

These plans should describe how the authority's training and development needs will be met and should identify, at organisational, team and individual levels:

key objectives
targets
priorities
resources
responsibilities.

3.4 **Job Related Training and Development**

Training and development can include job related development and processes to develop employees beyond their current job functions. Job related development includes:

induction to the organisation
induction to the job
job related skills training
Adult Essential Skills, incorporating basic numeracy and literacy
lifelong learning.

3.5 Development Beyond the Current Job Function

Development beyond the immediate job function is important to prepare employees for planned and potential roles to meet the changing needs of the employment market. The process of developing employees out-with their current job function will be wide and varied and could include:

open/flexible learning
mentoring.

3.6 Paid Leave of Absence

All employees are entitled to paid leave of absence for the purpose of sitting approved examinations or other forms of assessment in relation to recognised qualifications.

In addition, leave may be granted for the purpose of a final revision or preparation for approved examinations or assessment.

Where the examination or assessment for an approved course of study falls within normal working hours all employees, will be entitled to time off with pay.

3.7 Responsibilities

A policy statement with regard to responsibility for training and developing all employees must be clearly identified and understood throughout the authority, starting at the top. Policy statements with regard to responsibilities for training and development of all employees should include the a statements of the process to ensure that:

managers are effective in carrying out their duties and responsibilities for training and development of all employees

managers are actively involved in supporting all employees to meet their agreed training and development needs

all employees are encouraged to help identify and meet their job related training and development needs.

3.8 Financial Assistance

Employees participating in approved training and/or developments are entitled to payment of normal earnings, all prescribed fees and other relevant expenses arising from these activities.

4. PAYMENTS TO EMPLOYEES IN THE EVENT OF DEATH OR PERMANENT DISABILITY ARISING FROM ASSAULT

4.1 Employing councils will make payments in accordance with sub-paragraph 4.2 to an employee (or, in the event of death, jointly to the dependants of the employee) in the event of death or permanent disablement of the employee arising from a violent or criminal assault in the course, or as a consequence, of their employment.

4.2 The amounts payable are as follows:-

- (i) In the event of death within twelve months from the date of the assault and, in the opinion of the council, by reason thereof, where the employee has left one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of assault or £35,000, whichever is the greater. Where the employee has left no dependants, the sum of £950 shall be payable.
- (ii) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in 4.4 below, of five times gross remuneration applying at the date of the assault or £35,000, whichever is the greater, provided that such payments shall, at the discretion of the council, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.

Note: "Dependants" in this paragraph means (a) spouse residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee: and/or (b) a child who was wholly or mainly dependant on the employee at the date of death and who has either not attained the age of 17 or who has since attaining the age of 17 has been engaged continuously in full time education or in training for a trade, profession or vocation; and/or (c) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter in excess of the limits referred to in (b) above.

4.3 A council may elect to pay amounts exceeding those specified in 4.2 above if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the council is satisfied that such a provision can lawfully be made.

4.4 Scale of Compensation

- (i) Death total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within twelve months from the date of the assault

100%

- (ii) Permanent total and absolute disablement (other than as stated at (i) above) from engaging in or giving attention to any profession or occupation of any kind

100%

- (iii) Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table.

(a)	Total loss of hearing in both ears	40%
(b)	Total loss of hearing in one ear	10%
(c)	Complete loss of use of hip or knee or ankle	20%
(d)	Removal of the lower jaw by surgical operation	30%
(e)	Fractured leg or foot with established non-union	25%
(f)	Fractured knee-cap with established non-union	20%

(g) Shortening of a leg by at least 3 centimetres 15%

(h) Loss by amputation or complete loss of:

	Right	Left
	To be reversed if insured person is left handed	
(i) one thumb	20%	17.5%
(ii) one index finger	15%	12.5%
(iii) any other finger	10%	7.5%
(iv) one big toe	10%	10%
(v) any other toe	3%	3%
(i) Complete loss of shoulder or elbow	25%	20%
(j) Complete loss of use of wrist	20%	15%

5. MEALS AND ACCOMMODATION CHARGES

Arrangements in the former APT & C and Manual Worker Scottish agreements as at 31 March 1999 in relation to (i) free meals and (ii) accommodation and meal charges will remain in place unless and until alternative arrangements are agreed locally. In the meantime charges will be reviewed annually in line with movements in the appropriate sector(s) of the Retail Prices Index.

6. NURSERY EMPLOYEES

Nursery employees are defined as working directly with children in classrooms up to the age of seven or working with children with statements of special educational needs.

- (a) Nursery employees will be regarded as full-time employees if regularly employed for ten sessions or more per week (including lunch breaks where worked) during the school term or, where a sessional basis is inappropriate, for 32.5 hours (including lunch breaks where worked).

The right of the employer to require further work outside normal school hours is subject to payment at the plain time rate (based on 1/32.5 of weekly pay) or at the overtime rate of 1.5/32.5 for hours worked beyond the standard 37 hour working week.

- (b) There will be no abatement of pay in respect of days not required to be worked during school holidays.
- (c) Nursery employees employed full-time should be available to work for 195 days in any year, of which 190 days will be days on which pupil contact is required.

**EXTRACT FROM SCHEME OF CONDITIONS FOR MANUAL WORKERS
RELATING TO ENHANCEMENTS**

4.4 Overtime Defined/Overtime Payment

4.4.1 Definition

Time worked in addition to the normal working hours for each day/night/shift shall count as overtime, except in the case of part-time workers, where only time worked in excess of the normal daily working hours of a full-time employee will be reckoned and paid as overtime.

4.4.2 Payment - Day Worker

Overtime worked shall be paid, including unsocial hours premium where appropriate, as follows
ON SUNDAYS OR PUBLIC HOLIDAYS

between midnight and 6.00am

Double time and a fifth

between 6.00am and 8.00pm

Double time

between 8.00pm and midnight

Double time and a fifth

ON REST DAYS

between midnight and 6.00am

Double time and a fifth

between 6.00am and 8.00pm

Double time

between 8.00pm and midnight

Double time and a fifth

Overtime on a rest day is subject to a minimum payment of two hours at double time.

ON SATURDAYS OR FREE DAYS

between midnight and 6.00am

Double time and a fifth

between 6.00am and 8.00pm *

Time and a half

between 8.00pm and midnight

Time and seven-tenths

On any other occasion not qualifying for "call out" payment

between midnight and 6.00am

Double time and a fifth

between 6.00am and 8.00pm *

Time and a half

between 8.00pm and midnight

Time and seven-tenths

* Where a day worker works overtime at a time which is more than two hours before normal starting time the rates payable for all hours worked after midnight shall be double time and a fifth up to 6.00am and double time thereafter up to normal starting time.

4.4.3 **Payment - Night Worker**

Overtime worked shall be paid as follows –

Between mid-day and 8.00pm

Sunday and between 8.00am and mid-day Monday

Double time

Between 8.00pm Sunday and 8.00am Monday

Double time and a third

On a rest day Double time (subject to a minimum payment of two hours at double time)

Between mid-day on a general or public holiday and mid-day on the following day

Double time

Within eight hours before the normal or notional starting time except where a night worker has been notified before ceasing work to return to work at a time not more than two hours earlier than the normal or notional starting time when the overtime rate appropriate to the day and time shall be paid

Double time

On a free day

Time and a half

On any other occasion not qualifying for "call out payment" Time and a half

4.4.4 **Payment - shift worker**

A shift worker shall be paid for overtime hours worked as follows -

On Sunday Double time

On a rest day

Double time (subject to a minimum payment of two hours at double time)

On a general or public holiday Double time

Within eight hours before the normal starting time of a shift except where the shift worker has been notified before ceasing work to return to work at a time not more than two hours earlier than the normal starting time of that shift Double time

On a free day Time and a half

On any other occasion not qualifying for "call out" payment Time and a half

4.5 **Weekend Work**

4.5.1 **Payment - Day worker**

A day worker required to work other than overtime on Saturday and/or Sunday shall be paid enhanced rates for such hours as follows -

Saturday: Time and a half, except where a higher rate is provided by foregoing Sub-Clause 4.4.2 or Clause 4.9.

Sunday: Double time.

4.5.2 **Payment - Night worker**

A night worker required to work other than overtime between midnight on Friday and 8.00am on Saturday, between 8.00pm and midnight on Saturday, between midnight on Saturday and 8.00am on Sunday or between 8.00pm and midnight on Sunday shall be paid enhanced rates for such hours as follows -

Saturday: Night work rate (ie, day work rate plus a third) plus half day work rate, totalling one and five sixths day work rate, except where a higher rate is provided by Sub-Clause 4.4.2 or Clause 4.9.

Sunday:

Night work rate (ie day work rate plus a third) plus day work rate totalling two and one third day work rate.

4.5.3 **Payment - Shift worker**

A shift worker required to work other than overtime on Saturday and/or Sunday shall be paid enhanced rates for such hours as follows:-

Saturday: Time and a half except where a higher rate is provided by Clauses 4.4 or 4.9.

Sunday: Double time.

4.5.4 **Static day duty worker**

An employee other than a night worker, whose normal hours of duty follow an unvaried pattern and whose fixed daily hours lie wholly or partly outwith normal industrial hours shall have applied the conditions of service applicable to a day worker with the substitution in Sub-Clause 4.4.2 of the phrase "within eight hours before normal or notional starting time" for "between midnight and 6.00am" and similarly in Clause 4.9 the substitution of "work within eight hours before normal or notional starting time" for "work after midnight".

If the duty pattern of an employee does not attract an unsocial hours payment (Clause 4.6) but the definition above is satisfied, the authority may pay such employee an allowance less in amount than the unsocial hours payment and determined in the light of the circumstances of the particular occupation involved.

4.6 **Unsocial Hours**

A day worker (not qualifying for the night work rate of time and a third) required to work "standard" hours (ie, hours beyond which overtime rates are payable) on Mondays to Fridays in the period 8.00pm to 6.00am the following day shall be paid a supplement of one-fifth of the hourly rate for the hours worked during that period.

NOTES:

The supplement is subject to the merger of any split duty payment payable in accordance with Clause 4.7.

Day workers whose "standard" hours are spread over a six or seven day week and accordingly are paid for weekend duty in accordance with Sub-Clause 4.5.1 do not qualify for the supplement for time worked on Saturdays and Sundays.

4.7 **Split Duty**

A day worker required to make more than one attendance to complete a normal daily duty with a break between attendances of not less than two hours (including any normal break for meals) and where the normal daily period from the beginning of the first attendance to the end of the last attendance exceeds eleven hours, shall be entitled to an additional payment linked to 25% of the rate of alternating shift allowance. (See Sub- Clause 3.2.4.)

This additional payment shall not be taken into account in calculating payment in respect of overtime or any other additional payment and shall not apply to -

employees whose wages include provision for split duties;

employees called upon to return to work; and

school janitors, school crossing patrols, home helps and cleaners.

4.8 **Work on a General or Public Holiday**

A day worker required to work on a general or public holiday as part of the working week

OR

A night worker required to work between 8.00pm on a general or public holiday and 8.00am on the following day as part of the working week

A shift worker required to work on a general or public holiday as part of the working week shall in addition to normal pay for the day/night/shift be paid:-

EITHER

at plain time rate for the time actually worked within normal working hours and shall be allowed time off with pay in lieu at a later date on the following basis -

Time worked Time Off

Half of a normal day/night/shift
or less

Half of a normal working day/night/shift

Over half of a normal
day/night/shift The whole of a normal working day/night/shift

A day/night/shift worker required to work on a general or public holiday involving more than one attendance shall be allowed a whole day/night/shift off with pay at a later date, irrespective of the aggregate of hours worked

OR

at double time rate for the time actually worked within the normal working hours, with no time off at a subsequent date in lieu of the general or public holiday.

4.9 **Recall To Work/Standby**

A day/night/shift worker who has ceased work and left the place of employment and has been recalled to work, or has been notified before ceasing work to return to work at a time not less than two hours after normal finishing time, shall be paid for the overtime so worked -

4.9.1 Where the return to work is at a time which is more than two hours before normal starting time or starting time of the next shift:

4.9.1.1 Return to work and not required or required for less than two hours A payment of two hours at the rate appropriate to the day and time of call out

4.9.1.2 Time worked up to and including three hours The rate appropriate to the day and time of call out

4.9.1.3 Time worked in excess of three hours Double time for all hours worked up to normal starting time - shift worker

Double time

(or double time and a fifth for hours worked between 8.00pm and 6.00am) for all hours worked up to notional starting time - day worker

Double time for all hours worked up to normal or notional starting time - night worker

4.9.1.4 Return to work on a second or third occasion during the same period

The rate appropriate to the day and time of call out

4.9.1.5 Work within eight hours before starting time of the next shift (shift worker)

Double time for all hours worked up to normal or notional starting time subject to a minimum payment under 4.9.1.1. above

4.9.1.6 Work after midnight (day worker) Double time and a fifth for all hours worked until 6.00am thereafter, double time up to normal or notional starting time subject to a minimum payment under 4.9.1.1 above

4.9.1.7 Work within eight hours before normal or notional starting time (night worker) Double time for all hours worked before normal or notional starting time subject to a minimum payment under 4.9.1.1 above

4.9.2 Where the return to work is two hours or less before normal starting time (starting time of the next shift in the case of shift workers), the overtime rate appropriate to the day and time for the hours worked and plain time for any period between the completion of the work and normal starting time.

4.9.3 **Standby**

The operation of a system of standby duty at an employee's home shall be a matter for determination by the authority.

Subject to the foregoing, these arrangements shall apply to an employee whose ordinary remuneration does not take account of a requirement to be available for call-out, otherwise than under Clause 4.9 after completion of normal working hours.

An employee paid under these arrangements shall undertake when on standby duty, after completion of the normal day's work, to be available for immediate call-out for duty, if and when required at any time outwith normal working hours.

A standby duty allowance shall be made for each complete week of standby duty actually performed. Payment will also be made for broken periods of standby duty.

An employee required to standby on a general or public holiday shall be paid an allowance for the 24 hour period, and shall be granted a day off with pay at a later date whether called out or not on the general or public holiday.

An employee on standby duty required to turn out for work outwith normal working hours during the period of standby shall be paid in accordance with the provisions of Sub-Clause 4.4.2.

Allowances paid under these arrangements shall not be taken into account in calculating payment for annual leave or sickness allowances.

If an authority operates standby arrangements which, taken as a whole, are more favourable to the employee than the arrangements set out in this Clause, then those more favourable arrangements shall continue to apply so long as they remain more favourable.

RATES OF ALLOWANCES FOR MANUAL WORKERS W.E.F 1.4.98

Chargehand Allowance

Weekly Allowance

10.12 Lower

16.55 Higher

Foreperson Rate

Weekly Rate

213.32 Lower

222.51 Higher

Shift Payments

Weekly Rate

27.59 Rotating Shifts

Alternating Shifts

17.23

Other Shifts

An hourly allowance determined in the light of the circumstances of the operations involved and having regard to the shift payments detailed above.

Hourly Rate

Split Duty

11.0p

Stand by Duty Allowance

Weekly Rate

For each COMPLETE week of standby duty actually performed

57.85

PLUS

For each public or extra statutory holiday in that week

10.86

Daily Rate

For broken periods of standby duty

MONDAY-FRIDAY

5.77

SATURDAY

12.27

SUNDAY, public and extra statutory holidays

16.71

Janitors Letting Allowance

Rate per Hour

Janitors letting allowance

43p

EXTRACT FROM SCHEME OF CONDITIONS FOR APT & C STAFF
RELATING TO ENHANCEMENTS

40.

(c) **Weekend working**

For work required on a Saturday or Sunday as part of the normal working week, the allowance shall be at the rate of time-and-a-half for all hours worked.

The weekend work allowance shall be paid, where appropriate, in addition to the allowance for night work worked as part of the normal week, or in addition to the allowance for shift working.

Work on a Saturday or Sunday outside the normal working week shall be regarded as overtime and paid for in accordance with Clause 41.

The weekend work allowance shall be paid, where appropriate, to officers employed on a part-time basis who are required to work on Saturdays and Sundays.

(d) **Night working**

For work required at night as part of the normal working week, the allowance shall be at the rate of time-and-a-third for all hours wholly worked between 20.00 and 08.00 hours.

The allowance for night work is not payable to officers in receipt of allowances for irregular hours working or shift working.

The night work allowance shall be paid, where appropriate, in addition to the allowance for work on Saturday or Sunday as part of the normal working week.

Work at night outside the normal working week shall be regarded as overtime and paid for in accordance with Clause 41.

The night work allowance shall be paid to part-time officers for all hours wholly worked between 20.00 and 08.00 hours as part of a normal working week.

(e) **Shift working**

Where a shift rota is the normal working week, the allowance for all hours worked shall be at the rates set out in the following table:-

(i) Rotating shifts (3 shifts on a rota basis including a night shift)

Where the total period covered by the 3 shifts over 5 or 6 days a week is 18 hours or more and there are at least 4 hours worked between 20.00 and 06.00 17% of salary

Where the total period covered by the 3 shifts over 7 days a week is 18 hours or more and there are at least 4 hours worked between 20.00 and 06.00 20% of salary

(ii) Alternating shifts (2 shifts on a rota basis not including a night shift over 4, 5 or 6 days a week)

Where the total period covered by the 2 shifts is between 11 and 14 hours and there are at least 4 hours between the starting times of the earlier and later shifts.

12½% of salary

Where the total period covered by the 2 shifts is more than 14 hours and there are at least 4 hours between the starting times of the earlier and later shifts. 14% of salary

Alternating shift allowances shall be paid where the number of "normal office hour" shifts does not exceed one half (1 in 2) of the total number of shifts in the rota. Allowances for irregular hours working shall not be paid to officers in receipt of shift allowances.

The shift allowance shall be paid, where appropriate, in addition to the allowance for work on Saturday or Sunday as part of the normal working week.

Time worked beyond the normal shift shall be regarded as overtime and paid for in accordance with Clause 41.

Shift allowances are not appropriate to officers employed on a part-time basis.

(f) Irregular hours working

For work required outside the period 1½ hours before and/or 1½ hours after the authority's normal working hours in the period Monday to Friday as part of the normal working week the allowance shall be as follows -

- (i) For an average of 4 hours but less than 8 hours a week calculated over the working cycle. 7½% of salary
- (ii) For an average of 8 hours a week or more calculated over the working cycle 10% of salary

The allowance for irregular hours working is not payable to officers in receipt of night work or shift work allowances.

This allowance shall not apply to officers employed on a part-time basis.

(g) General and public holiday working

For work required on a general or public holiday, in addition to normal pay for that day or night (between 2000 hours and 0800 hours on the following day) the allowance shall be at plain time rate for all time worked within an officer's normal working hours. At a later date time off with pay shall be allowed as follows -

When the time worked is less than 4 hours - half day off
When the time worked is 4 hours or more - full day off.

For overtime on a general or public holiday see Clause 41(b) (iv). Allowances and time off with pay for work required on a general or public holiday shall apply, where appropriate, to part-time officers.

Part-time officers who are required to work hours which are additional to their normal working week and which fall on a general or public holiday shall receive payment at plain time rate for the hours worked with time off in lieu as above at a later date or at the discretion of the authority, payment at the rate of double time in complete recompense. (See also Clause 41(b)(ix)).

(h) **Rest day and free day**

Where a 5 day week is worked on other than a Monday to Friday basis, and Sunday is a non-working day, Sunday shall be designated as a rest day and the other non-working day as a free day. Where Sunday is a working day and Saturday is a non-working day Saturday shall be designated as the rest day. Where Saturday and Sunday are working days, the first non-working day shall be designated as the rest day and the other as the free day.

Payment for all hours worked on a free day shall be at the rate of time-and-a-half and all hours on a rest day at the rate of double time (subject to the provisions of Clause 41(b) (iii)).

Rest day and free day payments are not appropriate to officers employed on a part-time basis.

(i) **Split duty**

There is no national provision for allowances to officers required to undertake work on a split duty basis. Split duty allowances are a matter for local determination.

41. **Overtime**

- (a) Work in excess of the normal hours of duty a week should be discouraged and in particular officers should not be required consistently to work overtime.
- (b) Where, nevertheless, overtime is found to be unavoidable and previous approval thereto has been given by an officer to whom this power has been delegated, payment shall be calculated on the following basis -
 - (i) To ascertain the hourly overtime rate of pay normal annual salary should be divided by 1924 (52 weeks of 37 hours.)
 - (ii) Extra time of less than half an hour on any day shall not rank for overtime. Overtime shall be aggregated for each calendar month (or other appropriate period where the hours are arranged over a period longer than a week), and only complete half hours paid for.
 - (iii) Officers for whom it is a condition in their contract of employment that they shall work hours longer than the standard 37 a week shall be entitled to overtime payments unless the additional hours are recognised by some other payments or arrangements determined locally.

- (iv) For overtime on any day other than a Sunday, a rest day or a general or public holiday, payment shall be at the rate of time-and-a-half. For all overtime on a Sunday or a rest day payment shall be at the rate of double time (See Clause 40(h)).
- (v) Work on a general or public holiday outwith normal working hours shall rank as overtime and will be paid at the rate of double time in complete recompense.
- (vi) Compensatory leave on an equivalent basis to payment may be agreed as an alternative to payment with a minimum compensation of half a day's leave for overtime worked on a Sunday or a rest day.
- (vii) Where an authority operates a normal working week of less than 37 hours neither overtime nor compensatory leave of absence need be granted until the total hours worked by an officer in any week exceed 37.
- (viii) Subject to the provision of (ix) below, an officer in receipt of a basic salary exceeding the maximum of A. & P. Grade IV shall not be eligible for either payment of overtime or compensatory leave in respect thereof. In exceptional cases where planned overtime by specified officers would facilitate the work of the authority, it may -
 - (a) authorise such overtime under proper control and for a specified period; and
 - (b) authorise payment of an honorarium therefore (of an amount to be determined by the authority and related to the various factors involved) to officers who do not qualify for overtime payment or compensatory leave. This provision shall not apply to chief officials or their deputes.
- (ix) Where an officer in receipt of a basic salary not exceeding the maximum of A. & P. Grade IV is required to be in evening attendance in connection with meetings of the authority which results in total working hours being in excess of 37 a week, compensatory leave of absence shall be granted at the convenience of the employing department or overtime paid in accordance with this Clause.

An authority shall have discretion to apply this provision to officers (excluding chief officials and their deputes) in receipt of a basic salary in excess of the maximum of A. & P. Grade IV.
- (x) Overtime payments shall not apply to officers employed on a part-time basis, unless in unusual circumstances more than 37 hours are worked in a week.

64. **Standby duty allowances**

(1) **Social Workers**

It is recognised that authorities may introduce different methods of organising social work emergency duty cover, which include not only standby duty but also permanent night/weekend teams and mixtures or variants of these. Where standby duty arrangements are used the following provisions apply:-

- (a) An individual social worker whose post is not graded above A & P Grade V who does not live at the place of work, and who is required to remain at home on standby duty after normal working hours and at weekends to deal with emergencies as they arise, shall be paid on the following sessional basis to cover the duties and responsibilities involved.
- (i) where the occupied time during a standby session spent on telephone calls, and/or call-out, and for documentation is 10% or less - £18.76 per session;
 - (ii) where the occupied time during a standby session is longer than 10% of a session, such additional time to be paid at the appropriate overtime rate in accordance with Part IV of the Scheme, except that occupied time in excess of 10% should not be aggregated for each calendar week or month - each session should stand on its own. (The restriction on payment of overtime to officers in receipt of a salary in excess of the maximum of A & P Grade IV does not apply for the purposes of this paragraph.)

Notes:

- (i) These allowances are intended to cover the full range of duties associated with standing by, including dealing with telephone calls, being called out and documentation.
 - (ii) Although it is recognised that standby duty is a feature of the job of a social worker, employing authorities are to ensure that such officers are in practice subject to reasonable working hours.
 - (iii) Local authorities are asked to restrict duty rosters to the number of social workers essentially required to ensure adequate performance of the work involved.
 - (iv) A session of duty on weekdays shall be from office closing on one day to opening the following morning. At weekends and on public holidays, a session shall consist of 12 hours using notional starting times, eg 9am to 9pm on Saturday would be one session.
 - (v) Standby duty should normally follow a rota system but the authority may adopt other arrangements where necessary.
- (b) In determining the normal pay of an officer during annual leave or sick leave, an authority should include payments made to an officer under (a)(i).
- (c) An officer whose existing contract of service provides for a higher recognition of standby duties than prescribed in (a)(i) above shall retain existing recognition on a personal basis.
- (2) Other officers
- In the case of other officers whose posts are not graded above A & P Grade V and who are required to undertake standby duty by specific rota commitment in order to be immediately available, if needed, and this fact is not reflected in the grading of the post, the authority shall have discretion to pay an allowance according to the circumstances of the duty.
- (3) Standby Duty on a General or Public Holiday

Officers who are required to undertake standby duty in accordance with the foregoing provisions on a general or public holiday shall be granted, in addition to the appropriate allowance, compensatory leave.

PART 4 - JOINT ADVICE

1. Job Evaluation Scheme
2. Equal Opportunities Guide
3. Health and Safety
4. Bonus
5. Absence Management Guidelines