

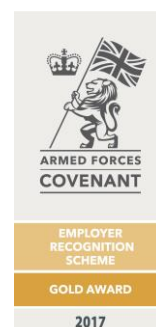
## **Organisational Development, Policy & Communications**

# **CONDITIONS OF SERVICE FOR LOCAL GOVERNMENT EMPLOYEES**

Produced by:

Organisational Development, Policy & Communications  
Inverclyde Council  
Municipal Buildings  
GREENOCK  
PA15 1LX

1<sup>st</sup> August 2015



**Copyright:**

***All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying or otherwise without the prior permission of Inverclyde Council.***

## CONTENTS

Document Control.....	6
1 INTRODUCTION .....	7
2 EQUAL OPPORTUNITIES COMMITMENT .....	7
3 AIMS.....	7
4 APPLICATION AND SCOPE .....	7
5 RESPONSIBILITIES .....	7
6 CODE OF CONDUCT .....	8
7 DISCRIMINATION, HARASSMENT, VICTIMISATION AND BULLYING IN THE WORKPLACE.....	8
8 SMOKING IN THE WORKPLACE .....	8
9 EMPLOYEES PAYMENT OF COUNCIL TAX, RENT, COUNCIL INVOICES ETC.....	8
10 TRAINING AND DEVELOPMENT .....	8
11 PERFORMANCE APPRAISALS .....	9
12 FURTHER EDUCATION .....	9
13 HEALTH, SAFETY AND WELFARE.....	9
14 PAY AND GRADING .....	10
14.1 Job Evaluation.....	10
14.2 Pay Calculation .....	10
14.3 Pay Frequency.....	11
14.4 Placing and Incremental Progression.....	11
14.5 Over and Underpayments .....	11
14.6 Pay Changes.....	11
14.7 Pay Spines .....	12
14.8 Employees Temporarily Undertaking Higher Paid Duties .....	12
15 WORKING TIME ARRANGEMENTS.....	12
15.1 The Standard Working Week.....	13
15.2 Rest Breaks & Rest Periods .....	14
15.3 Overtime .....	14

15.4	Other Remunerative Employment .....	16
15.5	Conflict of Interest .....	16
16	ANNUAL LEAVE, PUBLIC HOLIDAYS & CHRISTMAS SHUTDOWN .....	17
16.1	Annual Leave Entitlement .....	17
16.2	Annual Leave in Year of Joining or Leaving the Council .....	18
16.3	Annual Leave and Sickness Absence .....	18
16.4	Annual Leave and Maternity Leave/Adoption Leave.....	19
16.5	Public Holiday Entitlement.....	19
16.6	Public Holidays in Year of Joining or Leaving the Council.....	20
16.7	Public Holidays, Sickness Absence and Maternity Leave.....	20
16.8	Christmas Shutdown .....	21
16.9	Definition of Normal Pay.....	21
17	SPECIAL LEAVE .....	21
17.1	General.....	21
17.2	Public Duties/Jury Service .....	21
17.3	Health.....	21
17.4	Trade Union Duties & Activities .....	21
17.5	Child Care and Dependents .....	22
17.6	Bereavement .....	22
17.7	Interviews.....	22
17.8	Service in Non Regular Forces .....	22
17.9	Examinations.....	23
17.10	Children’s Panel.....	23
17.11	Additional Leave.....	23
17.12	Definition of Normal Pay.....	23
18	TEMPORARY EMPLOYEES – INCLUDING FIXED TERM .....	23
19	OCCUPATIONAL HEALTH .....	24
19.1	General.....	24
19.2	Occupational Health Services .....	24
19.3	Occupational Health Referrals .....	25
20	SICKNESS PROVISIONS .....	25
20.1	Sickness Allowance .....	25
20.2	Notification and Certification .....	26
20.3	Exclusion from Entitlement .....	26
20.4	Payment and Period of Entitlement .....	27
20.5	Calculation of Allowance .....	28
20.6	Sickness or Disablement Due to an Accident in the Course of Employment.....	29
20.7	Medical Examination .....	29
20.8	Contact with Infectious Disease.....	29
20.9	Absence Management.....	29
20.10	Leave of Absence Without Pay Through Illness .....	30
21	PAYMENTS TO EMPLOYEES IN THE EVENT OF DEATH OR PERMANENT DISABILITY ARISING FROM ASSAULT .....	30
22	FAMILY FRIENDLY and WORK LIFE BALANCE PROVISIONS.....	30

22.1	Maternity Scheme .....	31
22.2	Adoption Scheme.....	31
22.3	Maternity Support and Paternity Leave .....	31
22.4	Parental and Carers Leave .....	31
22.6	Flexible Working .....	32
23	CONTINUOUS SERVICE (this section is currently under review and will be updated shortly) .....	32
23.1	Definition of Continuous Service .....	32
	Continuous service shall be defined as follows: -.....	32
23.2	Continuous Service, Sickness and Maternity Leave.....	33
23.3	Reckonable Service.....	33
24	PERIOD OF NOTICE TO TERMINATE EMPLOYMENT .....	33
24.1	Employer.....	33
24.2	Employee .....	34
25	GRIEVANCE PROCEDURES .....	34
26	DISCIPLINARY PROCEDURES.....	34
27	TRADE UNION FACILITIES .....	34
28	CAR ALLOWANCES AND CAR PURCHASE SCHEME.....	35
29	FIRST AID ALLOWANCE .....	35
30	PHONE ALLOWANCE AND MOBILE PHONES .....	35
31	REIMBURSEMENT OF EXPENDITURE.....	35
31.1	Travel and Subsistence .....	35
31.2	Large Goods Licences.....	36
32	RECRUITMENT .....	36
32.1	Equality and Diversity .....	36
32.2	Politically Restricted Posts .....	36
32.3	Interview Expenses .....	36
32.4	Relocation Expenses for New Employees .....	37
32.5	Contract of Employment.....	37
32.6	PVG Scheme and Rehabilitation of Offenders .....	37
33	REDEPLOYMENT .....	37
34	SECONDMENT .....	38
35	RELOCATION OF EMPLOYEES .....	38
35.1	Change in Normal Work Location.....	38
35.2	Peripatetic Employees.....	38
36	RETIREMENT .....	38
36.1	Age Retirement .....	38

36.2	Age Retirement .....	39
36.3	Retirement on the Grounds of Ill Health.....	39
37	REDUNDANCY.....	39
38	PENSION SCHEME .....	39
39	ATTENDANCE DURING ADVERSE WEATHER .....	40
40	DRIVING LICENCE CHECKS .....	40
41	NOTIFICATION OF CHANGE OF ADDRESS AND TELEPHONE NUMBER ...	40
42	DATA MATCHING AND DATA PROTECTION .....	40
PART 2	.....	41
1.2	Definition of Atypical Hours .....	41
1.3	Payment for Working Atypical Hours .....	41
1.4	Working Envelope .....	42

## DOCUMENT CONTROL

Document Responsibility		
Name	Title	Service
		OD & HR and Communications

Change History		
Version	Date	Comments
0.1	April 2008	
	May 2010	Minor changes at section 25.1.1 re delegated authority to approve travel
	August 2011	Minor changes made to Retirement at 29 due to abolition of the default retirement age.
	Oct 2011	To reflect change to call out expenses payable as per new policy.
1.1	Nov 2011	Minor change to cover all clauses previously in contract as part of admin changes
1.2	July 12	Minor change to cover removal of pension scheme opt-out as per pension auto-enrolment legislation.
1.3	Jan 14	Change to reflect new term time calculator
1.4	August 15	Fully updated to reflect previous Policy & Resources outcomes and procedural changes - overall layout updated
1.5	November 16	Minor changes to reflect terms of the Standby and Disturbance Scheme.
1.6	March 17	Updated to reflect changes to service recognition and clarification of overtime eligibility.
1.7	April 18	To add in section about leavers and retrospective pay award
1.8	Sept 2019	Updated increment information following new pay and grading

Distribution	
	Comments
Corporate Directors, Heads of Service, Trade Unions, ICON	

*Distribution may be made to others on request*

Policy Review
---------------

Responsible Team	Service
OD & HR	OD, HR & Communications

## 1 INTRODUCTION

- 1.1. The Council recognises the importance of providing guidance to employees on the implementation of a range of local government terms and conditions of service drawn from relevant national agreements.

## 2 EQUAL OPPORTUNITIES COMMITMENT

- 2.1 Under this policy, the Council will ensure that everyone receives equal consideration and that the needs of all are taken into account as per The Equality Act 2010, irrespective of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and sexual orientation. Full details are available in the *Equality and Diversity* policy, available on [ICON](#) or form OD & HR.

## 3 AIMS

- 3.1 The aims of this policy are as follows;
- To ensure that Inverclyde Council has clear conditions of service for employees
  - To ensure that Inverclyde Council recognises its responsibility to apply these conditions fairly and consistently
  - To ensure that employees are aware of their rights under the terms of these conditions

## 4 APPLICATION AND SCOPE

- 4.1 This policy is applicable to all Local Government employees. That is, to those employed under the:
- Scottish Joint Council for Local Government Employees

## 5 RESPONSIBILITIES

- 5.1 The Head of Organisational Development, Human Resources & Communications is responsible for the formulation of the local Conditions of Service and ensuring they comply with the relevant national conditions.
- 5.2 The Chief Executive, Corporate Directors, Heads of Service are responsible for ensuring that the terms of the policy are made known to all Council employees.
- 5.3 Employees are required to familiarise themselves with the terms of the policy and during the course of their employment and where applicable abide by them.
- 5.5 Trade Union representatives should make themselves aware of the terms of the policy and support employees in their application.

- 5.6 Organisational Development and Human Resources will provide advice to support managers and employees in the application of this policy.

## **6 CODE OF CONDUCT**

- 6.1 The Council has a *Code of Conduct* for employees. Employees will be required to abide by this *Code* and maintain conduct of the highest standard so that public confidence in their integrity is sustained. This can be accessed on [ICON](#) or from OD & HR

## **7 DISCRIMINATION, HARASSMENT, VICTIMISATION AND BULLYING IN THE WORKPLACE**

- 7.1 Inverclyde Council is committed to the achievement of a working environment in which all employees are treated, and treat each other, with respect and dignity. *The Discrimination, Harassment and Victimisation Policy* is available on ICON or from OD & HR and aims to ensure that all employees know the standards of conduct expected of them and to provide a standard framework for dealing with complaints fairly and consistently.

## **8 SMOKING IN THE WORKPLACE**

- 8.1 A Council wide no smoking policy is in operation to protect all employees, service users, customers and visitors from exposure to second-hand smoke and ensure compliance with the Smoking, Health and Social Care (Scotland) Act 2005. The *No Smoking Policy and Procedures* are available from OD & HR.

## **9 EMPLOYEES PAYMENT OF COUNCIL TAX, RENT, COUNCIL INVOICES ETC**

- 9.1 The Council has a statutory duty to comply with the National Fraud Initiative (NFI) and ensure public funds are managed properly. Accordingly, the Council will use information held on employees to ensure all sums due to the Council are paid timeously e.g. by identifying persons who are non-payers of Council Tax. The information may also be used to prevent and detect fraud. It is also possible that this information may be shared with other Local Authorities or public bodies, which handle public funds. The use of data for NFI purposes will be strictly controlled to ensure compliance with data protection and human rights legislation. Please refer to paragraph 42 below for further details.
- 9.2 Employees have a duty to make any payment due to the Council in good time. Regular checks will be made by the Council to ensure that employees are not in arrears with payments such as Council Tax, rent or for any work undertaken by a Council service.

## **10 TRAINING AND DEVELOPMENT**

- 10.1 Inverclyde Council recognises the important contribution that structured learning and development makes to the efficient and effective running of the Council and to the personal development of its employees. Inverclyde Council aims to ensure that all employees have the knowledge, skills and aptitude to effectively perform the duties and responsibilities of



their posts. A vast range of e-learning and face-to-face corporate courses are available on [ICON](#).

- 10.2 The provision of learning and development opportunities is recognised as an essential element in the continuous maintenance and delivery of high standards in service provision and subsequent achievement of corporate objectives and customer satisfaction.
- 10.3 A training matrix has been implemented to support personal development. A list of the mandatory training courses is available on [ICON](#).
- 10.4 The Council's Performance Appraisal Programme provides the opportunity to identify and provide, where necessary, appropriate and timely training and development opportunities for employees. This may, subject to budgetary resources, also include assistance to allow employees to undertake further education courses either on a day release, evening class, block release or on an open learning basis.

## **11 PERFORMANCE APPRAISALS**

- 11.1 An integral part of the review and training and development process is the appraisal meeting. Employees will be required to participate in the Council's Performance Appraisal Scheme.
- 11.2 The appraisal meeting is an opportunity for employees and their line manager to review together the past year's work and achievements, to discuss how the job is developing and to plan for the period ahead, in line with agreed Council competencies and graded outcomes.
- 11.3 The appraisal scheme seeks to develop and encourage good performance at work and provides a mechanism for employees to put forward their views and suggestions. It also provides the opportunity for employees to suggest where they can make a positive contribution to the achievement of the aims and objectives of the Service and for a personal action plan for the year ahead to be drawn up. A *Guide to Appraisals* is available on [ICON](#) or from OD & HR.

## **12 FURTHER EDUCATION**

- 12.1 Employees may be considered to undertake further education with assistance from the Council. Full details of the provisions can be found in the *Further Education Policy* available on [ICON](#) or from OD & HR.

## **13 HEALTH, SAFETY AND WELFARE**

- 13.1 The Council has a duty to comply with the law governing the health, safety and welfare of its employees, including the conditions under which they work and the provision and maintenance of necessary protective clothing.
- 13.2 The Council is committed to attaining a high standard of health and safety performance in the delivery of its services. Our employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with the Council's actions taken to meet its duties under the relevant statutory regulations.
- 13.3 This standard will be achieved by;

- Creating and maintaining a positive health and safety culture which ensures the commitment and participation of all employees.
- Meeting its responsibilities to employees and other persons and to the environment in a way, which recognises that legal requirements are the minimum standard.
- Adopting a planned and systematic approach to the implementation of the Council's Corporate Health and Safety Policy and Health and Safety Charter and through the Council's 5 year Corporate Health and Safety Plan, which is reviewed and monitored on an annual basis.

13.4 For application of the policy and procedures please refer to the *Health and Safety Policy and Arrangements Sections* of the *Corporate Health and Safety Policy*, available on [ICON](#) or from the Health and Safety Team.

13.5 Consultation on Health and Safety matters is carried out via the Corporate Health and Safety Committee. The Committee comprises Management representation from each Council Directorate and representatives of all trade unions.

## **14 PAY AND GRADING**

### **14.1 Job Evaluation**

14.1.1. The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated Codes of Practice. The Council has introduced a Grading & Pay model that satisfies these aims. Full details of the Job Evaluation procedure are available on [ICON](#) or from OD & HR.

14.1.2 Where employees believe their job has changed and needs to be reconsidered, this should be done under the Council's *Job Evaluation: Maintenance of the Scheme* guidelines.

### **14.2 Pay Calculation**

14.2.1 An employee's pay is calculated in accordance with the pay year (and not the calendar year)

- The pay year is 13 pays of 28 days = 364 days. Payment = hourly rate timed by 148hrs (148 working hours per month/4 weeks in a month = 37 hours per week FTE, pro rata for part time hours)
- Term Time payments will be calculated by the following formula which requires reference to the Term-Time Look-Up Table (Appendix 1). Term time salary payments include payment for annual leave.

*Weekly contractual hours/37 x Full Time Salary for your post x Term-Time Percentage Payable*

Note: Annual leave and public holidays will be prorated by number of weeks worked over 52.14. Average hours per day = hours worked per week divided by 5.

### **14.3 Pay Frequency**

14.3.1 Employees will be paid on a 4 weekly basis.

### **14.4 Placing and Incremental Progression**

14.4.1 For new employees, appointment on the designated salary scale will normally be at the bottom point, however, due cognisance will be taken of experience and qualifications. Placing beyond the bottom point of the new scale will require the approval of the Head of Organisational Development, Human Resources and Communications.

14.4.2 On promotion, or on the re-grading of an existing post, an employee will be placed on the bottom point of the new grade.

14.4.3 If appointed between 1<sup>st</sup> April and 30<sup>th</sup> September, an increment will be due 1<sup>st</sup> April the following year and every 1<sup>st</sup> April thereafter, until the maximum of the grade has been achieved. This applies to new employees, and existing employees who are promoted or regraded.

14.4.4. If appointed between 1<sup>st</sup> October and 31<sup>st</sup> March, an increment will be due 6 months from the date of appointment and then every 1<sup>st</sup> April thereafter, until the maximum of the grade has been achieved. This applies to new employees, and existing employees who are promoted or regraded.

### **14.5 Over and Underpayments**

14.5.1 Where an employee has been overpaid, monies will be recovered in accordance with the Council's *Recovery of the Overpayment of Wages Policy*, available from OD & HR as follows:

- (a) Where an overpayment has been made in one pay and discovered before the next salary or wage payment, the overpayment made in error will be deducted in full from the next pay.
- (b) Where an overpayment has been paid over more than one payment period, then the overpayment will be repaid by deduction from pay over the same period of time by equal instalments commencing with the next available salary or wage payment.
- (c) Where having been notified of the proposed repayment arrangements the employee advises that the arrangement will cause them hardship then a meeting will be arranged at which the matter can be discussed and options explored. The employee may be represented at this meeting.

14.5.2 Managers must ensure that any change to an employee's conditions which may impact on their pay such as reduction in working hours, is notified **immediately** to OD & HR.

### **14.6 Pay Changes**

14.6.1 Any pay change will be notified to employees either in writing or via their payslip. It is the responsibility of the individual employee to notify their supervisor or Payroll Services immediately if they suspect that an overpayment or underpayment has occurred.

#### 14.6.2 Leavers and retrospective pay award

The Council will process back pay of this nature only if the employee who left requests in writing. The employee must submit such a request to payroll services no later than 12 months from the effective date of the pay award.

### **14.7 Pay Spines**

14.7.1 The basic pay of each employee will consist of points on the relevant Scottish Pay Spine.

14.7.2 Where relevant, a supplement will be paid to bring employees hourly rate in line with the Council's Living Wage agreement.

### **14.8 Employees Temporarily Undertaking Higher Paid Duties**

14.8.1 Other than for employees undertaking the duties described in paragraph 14.8.2 and 14.8.3 below, where for reasons other than absence or annual leave, an employee is required temporarily, for a continuous period exceeding 4 weeks, to undertake 100% of the duties of a higher graded post, the higher grade will be paid from day one.

14.8.2 Employees undertaking part/less than 100% of the duties of a higher graded post, for a continuous period exceeding 4 weeks, may be granted a higher rate of pay on a temporary basis in accordance with the *Job Evaluation: Maintenance of the Scheme* guidelines, available from [ICON](#) or from OD & HR.

14.8.3 In cases where there is a health and safety requirement or an environmental reason for an employee to assume full remit of higher graded duties from day one the higher grade will be paid after one full shift. This will apply, for example, where employees are outdoors on site and require to conduct supervision.

14.8.4 The temporary grade will be kept under monthly review, by the service, to ensure that it accurately reflects the higher duties being undertaken throughout the period involved.

14.8.5 Incremental progression will be taken into account where appropriate.

14.8.6 Overtime worked by employees undertaking duties and responsibilities of the higher graded post shall be calculated at the new grade

14.8.7 Employees will continue to receive the higher grade while on annual leave unless the higher graded post holder returns to duties or the duties are undertaken by another employee.

14.8.8 Employees, who, while in receipt of a higher grade on a temporary basis, are absent due to sickness or on unpaid leave of absence, shall not be paid the higher grade during the period of absence. However, the Head of Organisational Development, Human Resources and Communications will have discretion to take into consideration individual circumstances and allow payment to continue where the employee has been in receipt of the higher grade for a significant period of time.

14.8.9 Temporary grades will be taken into account when calculating occupational maternity pay, adoption pay or paternity pay.

## **15 WORKING TIME ARRANGEMENTS**

## **15.1 The Standard Working Week**

15.1.1 The standard weekly hours for full time employees will be 37 hours, excluding meal breaks (see section 6.1.17). The standard working pattern for office based staff will be;

**Mon - Thurs 8.40 to 5.00 with 45 min lunch (7 hrs 35 mins)**  
**Friday 8.40 to 4.00 with 40 min lunch (6 hrs 40 mins)**

15.1.2 Working hours will be constructed to reflect the service needs and will normally be subject to a maximum 37 hours per week over an average set period of 17 weeks. Where the number of working hours are increased by agreement, the maximum should not exceed an average of 48 hours per week (over a set period of 17 weeks).

15.1.3 Employees will be paid plain time for all hours worked up to 37 hours per week (with the exception of 15.1.6). Enhanced overtime rates will only apply for hours worked in excess of the standard weekly hours (see paragraph 15.3 for further details). This applies to part time and job share employees also.

15.1.4 The standard working week can be any time between the hours of 6am and 7.59pm, Monday to Friday, and 6am to 12.59pm on Saturday. Employee's personal hours will be specified in their contract of employment. In any case where hours are to be changed it will be following the normal consultation processes. The pattern of hours to be worked will be detailed in the employee's contract of employment or in accordance with pre-determined rotas and local agreements. The hours some employees work in certain services will differ from the standard working week.

15.1.5 At certain periods, in accordance with the needs of the service, the number of hours worked in any given week may exceed 37 hours, provided that the average over a year does not exceed the notional working week for a comparable full time employee i.e. 37 hours. For the avoidance of doubt, this refers to periods where ad-hoc overtime is required and not the formal deployment of employees on to annualised or seasonal hours.

15.1.6 For work undertaken outside the standard working week, as part of the employee's normal working week (i.e. not overtime) additional enhancements will be paid. Please refer to Part 2 for further information.

15.1.7 The Council will operate a variety of working arrangements, which will be determined in accordance with Service needs. These will include: shift working, term-time, part-time, job share, flexible working, compressed hours, seasonal hours, annualised hours and full time.

15.1.8 Working arrangements will comply with relevant Health & Safety legislation, including the European Working Time Directive and its associated UK legislation.

15.1.9 Any hours worked in addition to the contractual working week must be authorised and approved before the additional hours can be undertaken and will be paid at the appropriate hourly rate or may be taken as time off in lieu at the discretion of the Head of Service. Please refer to paragraph 15.3 for further details. For staff who work varying hours each week, before overtime can be paid, the hours worked must be averaged out in a working cycle i.e. if an employee works 28 hours one week and 32 hours the next (60 hours in cycle = 30 hours average). The employee would only be paid plain time until 74 hours have been worked for that cycle and overtime for any hours in excess of 74 hours for that cycle. The number of weeks that determine a working cycle will be set by the service in consultation with the employees affected.

## **15.2 Rest Breaks & Rest Periods**

15.2.1 The Council will comply with the Working Time Regulations 1998 in relation to in-work rest breaks and daily and weekly rest periods.

15.2.2 Employees, other than Respite Officers, Residential Workers and Shift Workers working split shifts or changing shifts and Road Workers, will be entitled to the following rest periods:

**a) Daily Rest Period** - there will be a daily rest period of at least 11 consecutive hours in each 24 hour period (12 hours for young workers under the age of 18).

**b) Weekly Rest Period** - there will be a weekly uninterrupted rest period of not less than 24 hours (i.e. one whole day off a week), or two rest periods of 24 hours or a single rest period of 48 hours in each 14 day period.

**c) In-Work Rest Break** - there will be an unpaid rest break of at least 20 minutes in work days of 6 hours or more duration, where the employee will be entitled to spend time away from their workstation (where they have one).

15.2.3 Under Regulation 21(b) of the Working Time Regulations, employees whose duties involve the need for continuity of service (e.g. employees in residential homes providing care, supervision and support to vulnerable adults or children), are exempt from the provisions regarding daily and weekly rest periods, and in-work rest breaks.

15.2.4 Under Regulation 22 of the Working Time Regulations, shift workers working split shifts or changing shifts are also exempt from the provisions regarding daily and weekly rest periods as outlined in 15.2.2 (a) and (b), but they are entitled to the provisions relating to daily rest breaks as outlined in paragraph 15.2.2 (c). The exemption from daily and weekly rest periods applies only to employees working split shifts (e.g. cleaning staff) and shift workers changing shifts who cannot take their rest period between the end of one shift and the start of the next e.g. workers on rotating shift patterns who move from a later to an earlier shift as part of the rotation. It does not apply more widely to atypical shift patterns.

15.2.5 Under Regulation 24 of the Working Time Regulations, respite officers, residential workers and shift workers working split shifts or changing shifts who are required to work during a period which would otherwise be a daily or weekly rest period or an in-work rest break will be provided with an equivalent period of compensatory rest, for a specified number of consecutive hours directly following the period of work.

15.2.6 The regulations applicable to Roads Drivers under British Domestic Operations forms part of the Transport Act 1968 Part VI (for drivers of vehicles which are exempt from EU Law).

15.2.7 The Hours Limits are:

**Daily Driving: 10hrs Maximum**

**Daily Duty: 11hrs Maximum**

15.2.8 Drivers of roads vehicles are exempt from the above in the event of an Emergency.

## **15.3 Overtime**

15.3.1 Work in excess of the standard weekly hours should not be a regular occurrence and will be discouraged. However, where overtime is found to be unavoidable and previous approval

has been given by a senior officer to whom this power has been delegated, payment shall be calculated on the following basis:

- No overtime will be paid until the weekly hours exceed 37 hours. Only hours worked in excess of the standard weekly hours i.e. 37 hours, will be eligible for enhanced overtime rates.
- Part-time/job share employees will also not receive enhanced overtime rates until **the weekly hours exceed 37 hours**.
- A minimum of 30 continuous minutes per period must be worked in order to be eligible for overtime. Overtime cannot be accumulated over periods of overtime activity, for example 20 minutes overtime each day over a 5 day period does not satisfy the criteria for payment.
- As requests for flexi leave are always subject to the needs of the Service, where possible no flexi-leave will be granted in any week in which overtime is to be undertaken.
- Overtime undertaken on a designated public holiday will be paid at the rate of double time for all hours worked in excess of 37 hours.
- Employees undertaking overtime on a public holiday will also receive a compensatory time off in lieu to be added to annual leave entitlement, in addition to double time for all overtime hours worked. Part-time employees 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 together 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.
- At all other times the overtime payment will be at the rate of time and a half for all hours worked in excess of 37 hours, regardless of which day of the week, or which time of the day work is undertaken.
- When calculating enhancements for overtime working, the rate of pay will be the 'plain time rate' only and will not include any 'atypical hours' premium.
- There will be an overtime ceiling at SCP 70. Employees paid in excess of SCP 70 will have their overtime calculated at the ceiling rate of SCP 70.
- As an alternative to receiving an overtime payment at the rate of time and a half, employees can elect, subject to the agreement of the appropriate manager, to take compensatory time off in lieu (at an amount equal to the number of actual hours overtime worked i.e. not at any enhanced rate). This TOIL would normally be added to the employee's annual leave entitlement (based on plain time) and must be taken in accordance with normal requests for holidays.
  - TOIL must be taken within the same leave year
- 3<sup>rd</sup> tier managers, who report directly to a Head of Service, will not be eligible for overtime payments and will be expected to work the hours necessary to fulfil the duties of the post.

- For employees graded above SCP 76, but below 3<sup>rd</sup> tier management, prior approval will be required from the appropriate Corporate Director or the Chief Executive, before overtime can be undertaken.

Further guidance is available within the Atypical and Overtime document on [ICON](#).

15.3.2 Under the Working Time Regulations no employee shall work in excess of 48 hours per week on average (calculated over a reference period of 17 weeks) whether as a result of one or more appointments with the Council. Where there is a requirement for continuity of service on a 24 hour, 7 days a week basis the reference period can be extended to 26 weeks with agreement.

15.3.3 Employees undertaking overtime hours (including part time employees working additional basic hours up to 37 hours per week) are entitled to receive holiday pay for any additional hours worked currently amounting to 8.3% of the additional earnings claimed each month.

## **15.4 Other Remunerative Employment**

### **15.4.1 Health and Safety Considerations**

Inverclyde Council has a duty under the Health and Safety at Work Act 1974 to ensure, as far as is reasonably practicable, the health, safety and welfare of its employees. This includes ensuring employees are not working excessive hours (even by choice). Employees are therefore required to notify their line manager of all other paid employment in addition to their 'main' or primary job (either within or out with the Council).

With the exception of the circumstances described in paragraph 15.3.2. above, there will be no restriction on employees undertaking other paid employment outwith normal working hours, provided the additional employment does not interfere with or impair the employee's ability to carry out efficiently his/her work with the Council or does not breach the provisions of the Working Time Regulations in terms of adequate rest periods.

A worker may apply to opt out of the 48-hour week, applications will be considered on an individual basis. Opt-out agreements must be made in writing and they must be entered into on an individual basis. Opt-out agreements can relate to a specified period or apply indefinitely. They may also be terminated by the employee on not less than seven days' notice in writing to the employer.

Deliberate failure of an employee to notify the Council of other paid employment may result in the instigation of disciplinary proceedings.

## **15.5 Conflict of Interest**

15.5.1 In this regard the employee is expected to consider whether or not the outside work compromises his/her work with the Council or causes/could cause a conflict of interest. In all cases, the employee must notify their Line Manager of the other paid employment. Where an employee is in any doubt the matter should be discussed with the relevant line manager. Please also refer to the Council's *Employee Code of Conduct* available on [ICON](#) or from OD & HR.



## 16 ANNUAL LEAVE, PUBLIC HOLIDAYS & CHRISTMAS SHUTDOWN

### 16.1 Annual Leave Entitlement

- 16.1.1 For the purposes of these provisions, the Council's leave year will run from 1<sup>st</sup> January to 31<sup>st</sup> December. All leave must be taken within the leave year, other than in exceptional circumstances where managers will have the discretion to allow leave to a maximum of 5 days (pro-rata where applicable) be carried over and taken by the end of January. Otherwise, any leave not taken by 31<sup>st</sup> January will be forfeited.
- 16.1.2 Full time employees will accrue annual leave on an incremental basis as follows (employees must have accrued a full year of continuous service at 1<sup>st</sup> January before entitlement increases):

Length of Service at 1st January	Entitlement (in days)
< 12 months	25 (pro-rata to number of days worked)
1 year	26
2 years	27
3 years	28
4 years	29
5 years	30
6 years	31
7 years	31
8 years	32
9 years	32
10 years	33

- 16.1.3 Part time employees and full time employees where appropriate will have their annual leave calculated in hours, in accordance with the formula shown below to ensure full entitlement is taken;

$$\frac{\text{No. of hrs worked}}{\text{Standard Weekly Hrs (37)}} \times \text{Full time A/L entitlement in hrs} \times \text{hrs in a working day}$$

Fractions should be rounded up or down to the nearest hour (0.5 or below will be rounded down, 0.51 or above will be rounded up).

- 16.1.4 With the exception of 3 days annual leave which must be taken during the Christmas shutdown (see paragraph 16.8), the taking of annual leave will be mutually agreed with the relevant manager and will be subject to the exigencies of the Service. Applications for

annual leave should be submitted to the relevant manager giving reasonable notice of at least twice the length of the intended leave period.

- 16.1.5 Employees will have the option to buy additional annual leave or bank a specified proportion of their annual leave entitlement at the exigencies of the Service. Please refer to the Council's *Buying and Banking of Leave Scheme* available on [ICON](#) or from OD & HR.
- 16.1.6 Term time employees will accrue annual leave based on the number of hours worked in the week, the number of weeks worked in the year and the number of years worked

## **16.2 Annual Leave in Year of Joining or Leaving the Council**

- 16.2.1 In the year of joining or leaving the Council, annual leave entitlement will accrue on a daily basis and be in direct proportion to the number of calendar days worked in that year in accordance with the following calculation;

<u>No. of days worked during the leave year</u>	X	Annual Leave entitlement
261 (total work days per year)		

- 16.2.2 Leave will be granted to an employee on the assumption that an employee will remain in service until the end of the leave year. Where an employee leaves employment with the Council before the end of the leave year, any outstanding leave due should be taken prior to their leaving date. Where an employee has taken more than their accrued entitlement at the date of leaving, this will be recovered in their final pay.
- 16.2.3 Where an employee is terminating their employment, line managers should ensure that the proportion of annual leave due by the date of termination has been taken by the employee prior to leaving the Service. Only in exceptional circumstances will payment in lieu be made.
- 16.2.4 Where an employee dies in service, payment will be made for any outstanding annual leave to the employee's estate.

## **16.3 Annual Leave and Sickness Absence**

- 16.3.1 Where an employee falls sick while on annual leave they will be required to contact their line manager on the first day of sickness and submit a medical certificate in order for their annual leave to be reinstated.
- 16.3.2 Where an employee has been absent through sickness for a period exceeding 13 weeks the following will apply;
- If an employee is absent from work due to sickness for the whole of a holiday year, he/she will accrue statutory annual leave entitlement in respect of that year, regardless of whether they later return to work or their employment is terminated.
  - The 13 weeks absence must be continuous before leave will be abated but does not require to be in one leave year for the Council to abate annual leave (i.e. can straddle two leave years).
  - The abatement will be the proportion of leave to the amount of time worked but not below the statutory minimum – see below.

- All leave must be taken within the year in which it was accrued. If an employee is absent from work due to sickness for a period leading up to the end of the holiday year and has, as a result, not been able to take all of his/her annual holiday entitlement for that year, managers will have the discretion to allow the employee's leave to be carried over and taken by the end of January wherever possible.
- Employees likely to lose annual leave as a result of long term sickness absence will not be entitled to participate in the Council's Scheme of Enhanced Leave, as eligibility requires 97% attendance in all cases.
- Employees may submit a request to their line manager to take accrued annual leave entitlement (paid) during a period of sickness absence as a top up to Statutory Sick Pay.
- Where an employee has their employment terminated as a result of sickness absence, payment will be made in lieu of outstanding holidays. The calculation of leave will be based on the statutory accrual for the period of absence plus any outstanding leave from actual time worked.
- The *Guidance on Calculating Leave Entitlement* document is available from OD & HR.

16.3.2 In all cases above, where annual leave taken before the period of sickness absence exceeds the entitlement established by the above, no recovery of such excess will be made.

#### **16.4 Annual Leave and Maternity Leave/Adoption Leave**

16.4.1 An employee will continue to accrue their normal contractual annual leave entitlement for the duration of their maternity/adoption leave period. Leave should be taken before maternity/adoption leave commences if the employee knows she/he will not be returning to work in the current leave year. For full details please refer to the *Family Friendly and Work Life Balance Policy*.

#### **16.5 Public Holiday Entitlement**

16.5.1 In addition to annual leave, full time employees will be entitled to 7 public holidays with pay per year;

- 1<sup>st</sup> January (or next working day if 1<sup>st</sup> January falls on a weekend)
- 2<sup>nd</sup> January (or next working day if 2<sup>nd</sup> January falls on a weekend)
- Good Friday
- Easter Monday
- May Day Holiday
- Christmas Day (or next working day if 25<sup>th</sup> December falls on a weekend)
- Boxing Day (or next working day if 26<sup>th</sup> December falls on a weekend)

16.5.2 Part time employees and full time employees where appropriate, will have their public holiday entitlement calculated in hours, in accordance with the formulas detailed below to ensure full entitlement is taken

No. of hours worked X Full time P/H entitlement X hours in a

Fractions should be rounded up or down to the nearest hour (0.5 or below will be rounded down, 0.51 or above will be rounded up).

If the number of public holidays which coincide with the employees working pattern is **less than** the employee's pro-rata entitlement, then the difference should be **added** to the employee's annual leave entitlement. For example, an employee who works Wednesday to Friday may not get their full pro-rata entitlement as the majority of public holidays fall on a Monday.

If the number of public holidays which coincide with the employees working pattern is **more than** the employee's pro-rata entitlement, then the difference should be **deducted** from the employee's annual leave entitlement. For example, an employee who works Monday to Wednesday may get more than their full pro-rata entitlement as the majority of public holidays fall on a Monday.

- 16.5.3 Certain employees will be required to work on a public holiday as part of their normal working week and will receive payment at double time for all hours worked. They will also receive a compensatory day off in lieu to be added to their annual leave entitlement and taken at a mutually agreeable date.
- 16.5.4 Where employees working 5 days over 7 have a rest and/or free day which coincides with a public holiday, they will receive a substitute day to ensure that full public holiday entitlement is received. This substitute day should be added to the annual leave entitlement and taken at a mutually agreeable date.

### **16.6 Public Holidays in Year of Joining or Leaving the Council**

- 16.6.1 In the year of joining or leaving the Council, public holiday entitlement will accrue on a daily basis and be in direct proportion to the number of calendar days worked in that year in accordance with the following calculation;

$$\frac{\text{No. of days worked during the leave year}}{261 \text{ (total working days per year)}} \quad \times \quad \text{Public holiday Entitlement}$$

For part time employees public holiday entitlement should be calculated under section 16.5.2.

- 16.6.2 Public holidays will be granted to an employee on the assumption that an employee will remain in service until the end of the leave year. Where an employee leaves employment with the Council before the end of the leave year, any outstanding leave due should be taken prior to their leaving date. Where an employee has taken more than their accrued entitlement at the date of leaving, the equivalent amount of days will be deducted from their outstanding annual leave entitlement or, where this is not possible, recovered in their final pay.

### **16.7 Public Holidays, Sickness Absence and Maternity Leave**

- 16.7.1 Public holidays will not accrue during sickness absence.
- 16.7.2 Where an employee is receiving sick pay under the scheme, the appropriate level of full or half sickness allowance will continue if a public or extra statutory holiday falls during such

sickness absence. No substitute public or extra statutory holiday will be given. Similarly, where an employee has exhausted sickness allowance entitlement, no payment will be made in respect of a public holiday occurring during the period of absence.

16.7.3 Public holidays will continue to accrue during any period of maternity leave.

### **16.8 Christmas Shutdown**

16.8.1 The Council will, subject to service delivery requirements, close between the Christmas and New Years Public Holidays. To accommodate this, employees will be required to use 3 annual leave days during this period. Employees will not be permitted to take 'flexi leave' during this 3 day shutdown.

16.8.2 In Services where essential service delivery must be maintained over the Christmas and New Year Period, as determined by senior management, employees will be expected to work and take the 3 days annual leave at another agreeable time. Where an employee is required to work during the 3 day shutdown period, basic pay rates will apply.

### **16.9 Definition of Normal Pay**

16.9.1 For the purposes of paragraphs 16.1 to 16.8 above, pay includes any regular payments made under the contractual provisions of an employee's terms and conditions of employment.

## **17 SPECIAL LEAVE**

### **17.1 General**

17.1.1 Leave, with or without pay, may be granted in special circumstances at the discretion of the Council, as outlined in the following paragraphs.

### **17.2 Public Duties/Jury Service**

17.2.1 Paid leave of absence will be granted for employees undertaking jury service, and 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 Council.

### **17.3 Health**

17.3.1 Employees will be entitled to take such reasonable time off without loss of pay as is required for the purpose of preventative medical examinations. Where possible, appointments should be made outside core hours. Employees will be required to show proof of medical examinations i.e. appointment card or letter.

### **17.4 Trade Union Duties & Activities**

17.4.1 The Council recognises the important role of Trade Unions in promoting and developing good employee relations and health and safety practices. It will therefore grant reasonable time off with pay for trade union representatives to fulfil their functions and to undertake approved training relevant to those functions, subject to the operational requirements of the Service. Time off **without pay** may also be granted to allow employees to take part in Trade Union activities. For further details, please refer to the *Time Off for Trade Union Duties & Activities Policy* available from OD & HR.

### **17.5 Child Care and Dependents**

17.5.1 The Council allows all employees to take reasonable time off work to deal with certain unexpected or sudden emergencies relating to a dependent, for example, to deal with an unexpected incident involving an employee's child during school hours. Leave with pay for one day will be granted subject to proper notification and evidence. Additional time off will be unpaid and will be at the discretion of the Service Director or Head of Service after discussion with the Head of Organisational Development, Human Resources and Communications. Appropriate medical confirmation may be required. For further details, please refer to the *Family Friendly and Work Life Balance Policy* available on [ICON](#) or from OD & HR.

### **17.6 Bereavement**

17.6.1 Leave with pay will be granted on the following basis;

- In the case of a near relative, such as a husband, wife, civil partner, partner, child, parent or dependent reasonable paid time off as necessary. In dealing with such cases it is expected that managers will be sympathetic to the situation faced by the employee. In these circumstances the provisions do not specify a minimum or maximum period which may be allowed, it being expected that managers will liaise and agree with the employee "reasonable time off as necessary" having regard to all the circumstances.
- In other cases where the employee is required to conduct business in connection with the bereavement reasonable time off as necessary, up to a maximum of 5 working days.
- In circumstances other than the above, paid time off as necessary to attend the service. Managers and employees must liaise and agree the time off required to attend the service, which should include an element for travelling time. In most circumstances the employee will attend work before and after the service where this is possible.

### **17.7 Interviews**

17.7.1 An employee seeking employment with another local Council who is required to attend for interview will be granted leave with pay up to a maximum of one day.

### **17.8 Service in Non Regular Forces**

17.8.1 An employee who is member of the non-regular forces and attends an annual training camp for a period of not less than a week will be granted special leave with pay equal to the period

which the employee actually attends the camp, but not exceeding a period of 15 days and subject to the deduction of service pay and allowances received in respect of the period of special leave.

### **17.9 Examinations**

- 17.9.1 Employees will be given leave of absence, with pay, to sit authorised exams. In addition, a half day paid study leave may be given at a time suitable to and agreed with the Head of Service or designated Senior Officer.
- 17.9.2 Part time and job share employees who have to sit an authorised exam at a day or time which falls outwith their contracted hours (but within normal working hours), will receive time in lieu or be paid for the actual number of hours of the exam, dependent on service requirements and budgetary constraints.
- 17.9.3 As with full time employees, a half day paid study leave may be given at a time suitable to and agreed with the Head of Service or designated Senior Officer.

### **17.10 Children's Panel**

- 17.10.1 The Council can also authorise paid leave for employees serving as a member of a Children's Panel.

### **17.11 Additional Leave**

- 17.11.1 Out with these provisions leave, with or without pay, may be authorised by the Director or Head of Service in conjunction with the Head of Organisational Development and Human Resources, e.g. to allow duties or services of an honorary, charitable, philanthropic, or civil character to be undertaken e.g. fostering, election duties, parliamentary candidates, retained firefighters, to represent country in a sporting event; voluntary service overseas; visiting relatives overseas; serious illness of relative/partner where other domestic arrangements cannot be met.

### **17.12 Definition of Normal Pay**

- 17.12.1 For the purposes of paragraphs 17.1 to 17.11 above, pay includes any regular payments made under the contractual provisions of an employee's terms and conditions of employment.

## **18 TEMPORARY EMPLOYEES – INCLUDING FIXED TERM**

- 18.1 Inverclyde Council agree to the employment of temporary and fixed term employees in certain circumstances and for limited periods only, in particular to provide cover for the absence of permanent staff, for fluctuations in workload, or where fixed term funding exists. Temporary employees have the right to request a change of employment status to that of a permanent employee after 4 years service - unless their Service is able to demonstrate good reason why it is reasonable to continue the temporary nature of the relationship. Please refer to the *Temporary Employee Protocol* available on [ICON](#) or from OD & HR.

18.2 Temporary and fixed term employees shall receive pay and conditions of service equivalent to that of permanent employees.

## **19 OCCUPATIONAL HEALTH**

### **19.1 General**

- 19.1.1 There is a general duty placed upon the Council to ensure, so far as is reasonably practicable, the health, safety and welfare of all employees. This general duty includes the responsibility to protect the health of employees.
- 19.1.2 The Council has, therefore developed an Occupational Health Service to provide various services to both Management and employees.
- 19.1.3 The Occupational Health Service is dedicated to promoting good health practices within the workplace, monitoring the health of employees and complying with statutory requirements.
- 19.1.4 Inverclyde Council has achieved the gold Scottish Health at Work (SHAW) award and demonstrates its continuing commitment to promoting employee health, safety and welfare through continuing participation in this and/or other health promoting award schemes.
- 19.1.5 Occupational Health Services are available for all employees of the Council. Paid time off is granted, however, permission must be sought from line managers to attend.
- 19.1.6 Directors and Heads of Service will take all reasonably practicable steps to ensure their employees are provided with adequate access to occupational health advice, surveillance and, where required, treatment as is deemed necessary to maintain the health and safety of those employees.

### **19.2 Occupational Health Services**

- 19.2.1 Occupational Health Services provided include: -
- Occupational Health Nurse
  - Statutory Health Surveillance
  - Confidential Drop In Service
  - Blood Pressure Checks
  - Cholesterol Checks
  - Occupational Physiotherapy
  - General Counselling Service
  - Drug and Alcohol Counselling Service
  - Mental Health Awareness Counselling
  - Smoke Cessation Counselling



Further details are available in the *Occupational Health Policy* on [ICON](#) or from OD & HR.

### **19.3 Occupational Health Referrals**

19.3.1 An employee can be referred to Occupational Health for one of the following reasons:

- Pre-Employment Medical Assessment

All successful candidates for posts (both external and internal) will be required to complete a Pre-Employment Medical Questionnaire, which will be screened by the Council's Occupational Health Nurse.

If the medical questionnaire reveals any information which is of concern in relation to the nature and content of the job the Occupational Health will make a referral to the Council's Occupational Health doctor in consultation with the prospective employee.

- Night Workers Health Assessment

All night workers will be entitled to a medical assessment prior to appointment. Night workers will be asked to complete a medical questionnaire each year. Where a night worker has a health condition which is aggravated by night work, he or she will be offered a transfer to day work where possible.

- Statutory Health Surveillance Requirements

Certain categories of employees, due to the nature of their work (e.g. employees working with vibratory machinery, hazardous substances or exposed to high levels of noise) will be referred to Occupational Health on a periodic basis for health surveillance.

- Absence Management

Employees who are absent from work due to sickness may be referred to Occupational Health for a medical assessment. Please refer to the *Managing Attendance Policy*, available from OD & HR, for further information.

- Other Referrals

Employees may be required to attend Occupational Health for other reasons including; general health concerns, fitness to attend meetings and on reasonable request of their manager or OD & HR.

## **20 SICKNESS PROVISIONS**

### **20.1 Sickness Allowance**

20.1.1 Where an employee is receiving sick pay under the Scheme, the appropriate full or half level of 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. Similarly, where an

employee has exhausted sickness allowance entitlement, no payment will be made in respect of a public holiday occurring during the period of absence.

20.1.2 If it is known a return to work will not take place prior to the exhaustion of an employee's occupational sick pay entitlement, payment may be made for any outstanding occupational sick pay entitlement. This payment is not made in addition to payment for the employee's notice period. The notice period will be offset against any remaining occupational sick pay entitlement. This will apply in cases where there is supporting medical evidence from the occupational health advisor that the employee will not be fit to return to work prior to the expiry of their sick pay and is dependent on the nature of the absence.

## **20.2 Notification and Certification**

20.2.1 In order to receive sick pay under the scheme an employee must comply with the notification and certification procedures set out in the *Managing Attendance Policy*, available on from OD & HR. Failure to submit medical certificates timeously may result in sickness payments being stopped or suspended.

20.2.2 In cases where there are health and safety concerns over the employee's fitness to resume duty, the Council reserves the right to postpone the employee's return until a referral to the Council's Occupational Health Advisor has been made. In such circumstances, the employee will continue to receive sickness allowance at the appropriate rate. However, where the Council's Health Advisor concurs that the employee was fit to resume duties on the date originally specified, the employee will be restored to full pay from the date the final sick line expired.

20.2.3 Where an employee has had their return to work postponed under the circumstances described in 19.2.2 above, the Council will arrange an emergency medical appointment with the Occupational Health Adviser to ensure any possible financial hardship is kept to a minimum. Consideration will also be given, if appropriate, to assigning the employee alternative duties in the interim period.

20.2.4 All decisions to postpone an employee's return to work must be made in conjunction with OD & HR.

20.2.5 Where, for the purpose of qualifying for sick pay under the Scheme, the Council requires a Doctor's report from an employee, the Council will, with exception of 19.2.2 and 19.2.3 above, request access to the information through the Occupational Health Advisor and cover the cost of the report.

20.2.6 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. The employee should report their sickness to their manager from the first date of sickness.

20.2.7 Failure to follow absence reporting procedures or abuse the scheme may, depending on the circumstances, result in occupational sick pay being withheld.

## **20.3 Exclusion from Entitlement**

20.3.1 In accordance with the National Agreement on pay and Conditions (the *Red Book*) there is no entitlement to sickness allowance if an employee;

- has less than 26 weeks continuous service at the start of the absence

- becomes ill whilst on strike, unless the employee has not taken part in the strike and has no direct interest in it
- on the first day of sickness has already exhausted or subsequently exhausts sickness allowance entitlement (see paragraph 19.4)
- on the first day of sickness is in legal custody or is subsequently taken into legal custody.
- fails to satisfy or continues to fail to satisfy the notification or certification requirements (paragraph 19.2).
- fails to submit to a medical examination with the Council's Occupational Health Medical Adviser as required under their Contract of Employment.
- refuses, without good reason, to attend absence meetings with management and/or Human Resources as requested.
- is absent on maternity leave, adoption leave, or paternity leave.
- terminates or has their contract of employment terminated.

20.3.2 Sick pay may be suspended if an employee is absent on account of;

- sickness due or attributable to deliberate conduct prejudicial to recovery
- the employee's own misconduct or neglect
- active participation in sport for payment
- injury while working in the employee's own time for another employer or for private gain

The Council will advise the employee of the grounds for suspension and the employee will have a right of appeal to the appropriate committee of the Council. If, following appeal, the Council decides that the appeal was not upheld then the employee will forfeit the right to any further payment in respect of that period of absence.

20.3.3 Sick pay may also be suspended, and ultimately stopped, if there is good reason to believe the employee is abusing the Scheme e.g. where the authenticity of the absence is called into question. Abuse of the Sickness Scheme will be dealt with under the Council's *Disciplinary Procedure*, available on [ICON](#) or from OD & HR and may result in recovery of any sick pay that has been claimed fraudulently from the employee's wages.

20.3.4 An employee who is paid any damages as the result of an accident will be required to repay 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 and will not count against any further period of sickness absence.

## **20.4 Payment and Period of Entitlement**

20.4.1 Sickness allowance will depend on length of continuous service as follows;

<b>Service at commencement of absence from duty</b>	<b>Full allowance for</b>	<b>Half Allowance for</b>
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

:

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

20.4.3 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 allowance on the first day the aggregate of periods of paid absence during the 12 months immediately preceding the first day of absence except that neither the aggregate nor the 12 month period shall include any periods of absence on unpaid leave. The aggregate of such previous periods of sickness allowance shall be deducted in the first instance from the full allowance period and the balance from the half allowance period to which the employee is entitled in respect of the latest absence.

## **20.5 Calculation of Allowance**

20.5.1 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.

20.5.2 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.

20.5.3 Definition of normal pay – for the purposes of calculating sickness allowance 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, e.g. non-contractual overtime or responsibility allowance etc.

20.5.4 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 possible;

- the condition for the reporting of sickness as required by the Council
- the claiming of benefits
- the obligation to declare any entitlements to benefits and any subsequent changes in circumstances affecting such entitlement

Employees who earn below a certain threshold should be aware that they may not be entitled to statutory sick pay if they did not earn enough in the 8 weeks prior to the first day of absence. The Council must assume in these cases that employee's will be entitled to payment of Incapacity Benefit and we will therefore deduct relevant benefit per week from any Occupational Sick Pay due. Payroll will send a form confirming the non-entitlement to the employee and direct them to complete the form and submit it to DWP to claim Incapacity Benefit. Should employees be advised that they are not entitled to Incapacity Benefit, the

DWP will issue a form confirming this. Employees should forward this form to Payroll Services as soon as possible and this will enable the Council to discontinue any deduction of benefit from wages and refund any monies due.

## **20.6 *Sickness or Disablement Due to an Accident in the Course of Employment***

- 20.6.1 Where an employee is absent as a result of an accident at work or an industrial disease, the employee will be entitled to a separate allowance calculated on the same basis as 19.4.1 above. An absence due to an accident shall qualify for payment when an entry has been made in the relevant accident book (Form BI 510), the internal accident report form completed, and the subsequent investigation has found the recorded facts to be accurate. Periods of absence in respect of an accident at work will not be offset against the normal sickness absence for the purpose of calculating entitlements under the Scheme.
- 20.6.2 An accident not recorded as per paragraph 19.7.1 will still qualify for payment under this paragraph should a subsequent investigation establish that an accident took place in the course of employment.
- 20.6.3 Where an absence is claimed to be due to an accident a referral may be made to the Council's Occupational Health Provider for confirmation of any injury.
- 20.6.4 Payment for industrial injury will only be made where it is clear that the reason for a period of absence is directly related to an accident which occurred at work. Continuing unjustified absences will be recorded as sickness absence and managed accordingly.

## **20.7 *Medical Examination***

- 20.7.1 An employee will, if required by the Council at any time, attend 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 Inverclyde Council. Where the Council deems it necessary to obtain a second medical opinion, it should be provided by an independent medical referee as nominated by the Council.
- 20.7.2 If an employee fails to attend a medical exam with the Council's Occupational Health provider without good cause the Council will be entitled to base any decision on the relevant facts available even if, as a result of the employee's refusal to cooperate, those facts are insufficient to give the full medical position.

## **20.8 *Contact with Infectious Disease***

- 20.8.1 An employee who in accordance with the National Insurance Acts is prevented from attending their place of employment because of contact with a notifiable infectious disease shall advise his/her supervisor immediately and shall be entitled to full pay during the absence, subject to the deduction from that full pay of any benefit payable under the National Insurance Acts. A period of absence on this account will not be reckoned against the employee's entitlement to sickness allowance.

## **20.9 *Absence Management***

- 20.9.1 An integral part of the sickness provisions include the effective management of sickness absence. To that end, the Council's *Managing Attendance Policy* will be included in section 5 of Part 4 of the Scheme (Joint Advice).
- 20.9.2 All Council employees are expected to maintain a satisfactory attendance level and provide regular and effective service. Refer to the Council's *Managing Attendance Policy* for up to date attendance targets.
- 20.9.3 Occupational Sick Pay may be withheld where abuse of the scheme is clear and an employee fails to return to work despite advice from the Council's Occupational Health Advisor confirming the employee's fitness to attend work.
- 20.9.4 For any unauthorised absence an employee's pay may be withheld pending investigation under the Council's *Disciplinary Policy and Procedures* for the reasons for the absence.

### **20.10 Leave of Absence Without Pay Through Illness**

- 20.10.1 On exhaustion of half pay, an employee may request a period of unpaid leave. This should be in writing and accompanied by a letter of support from the employee's GP. The employee may be required to attend an appointment with the Council's Occupational Health Provider. The decision on whether to grant unpaid leave will lie with the Head of OD, HR and Communications. If approved, leave will be granted in blocks of 4 weeks, subject to review at the end of each block. A maximum 3 blocks (i.e. 12 weeks) may be granted where, in the Medical Advisor's opinion, there is a likelihood of a return to work within that time period. Where there is no likelihood of a return to work either to the employee's substantive post or a reasonable alternative position, the employee's contract may be terminated on the grounds of capability or ill-health retirement, as appropriate.

## **21 PAYMENTS TO EMPLOYEES IN THE EVENT OF DEATH OR PERMANENT DISABILITY ARISING FROM ASSAULT**

- 21.1 The Council will make payments to an employee (or in the event of death, to the dependents of the employee arising from a violent or criminal assault in the course, or as a consequence, of their employment).
- 21.2 Full details are available from the Council's Insurance Section.
- 21.3 The Council will indemnify officers under the Health & Safety at Work Act 1974 who are prosecuted as a result of action within the scope of their employment, or acting in relation to enforcement duties undertaken as Environmental Health Department Inspectors, in certain circumstances.

## **22 FAMILY FRIENDLY and WORK LIFE BALANCE PROVISIONS**

- 22.1 Full details of all of the schemes referred to in paragraphs 21.1 – 21.6 below can be found within the *Family Friendly and Work Life Balance Policy* available on [ICON](#) or from OD & HR.

## **22.1 Maternity Scheme**

22.1.1 The Maternity Scheme will apply to all pregnant employees.

## **22.2 Adoption Scheme**

22.2.1 The Adoption Leave Scheme will apply to all employees providing the employee has been newly matched with a child by an approved adoption agency and meets the notification requirements as detailed within the policy.

## **22.3 Maternity Support and Paternity Leave**

22.3.1 The Maternity Support and Paternity Leave Scheme gives eligible employees the right to paid leave to care for the child or support the mother. It is also available to an employee who is the partner of a person adopting a child, or is the other member of a couple who are jointly adopting.

## **22.4 Parental and Carers Leave**

22.4.1 Employees who meet the qualifying have the right to 18 weeks unpaid leave in total for each child. This is a right per child and per parent. A parent with twins would be entitled to 18 weeks for each child.

### Notification Requirements

If an employee wishes to take leave in accordance with the Scheme, notice must be given as follows:

<b>Amount of Leave Requested</b>	<b>Notice Required</b>
Up to two weeks	4 weeks
3 weeks	6 weeks
4 weeks	8 weeks

Leave should normally be taken in blocks of 1 week or more, unless the child or dependant has a disability, in which case there will be flexibility to take leave on a day-to-day basis. However, subject to the exigencies of the Service, management may use their discretion in other cases to allow leave to be taken on a day-to-day basis.

22.5.1 The Council support special leave, paid or unpaid, for necessary absences not caused by or categorised as sickness. Matters such as single day family or home emergencies etc may be awarded on a compassionate basis and need not be recorded as sickness absence. Conditions surrounding these matters can be found in the *Managing Attendance* policy and the *Family Friendly and Work Life Balance* policy.

22.5.2 The Council will support employees who are absent due to caring for ill relatives. Authorised leave with pay dependent on the circumstances will be supported for a short period to allow employees time to adjust to their personal situation. Periods of authorised short term leave will not be recorded as sickness absence. Following a short period of authorised leave, consideration will then be given to flexible working, amending hours of work and periods of unpaid leave. Managers should reasonably consider amending working patterns to support employees in these circumstances. For example the Council may support 5 days authorised

leave to deal with arranging care for ill relatives, this may be extended slightly dependent on the circumstances. The duration of authorised absence will be determined on a case by case basis. Longer term absence will be supported by the alternative arrangements listed above.

22.5.2 Those with at least 26 weeks continuous service with responsibility for caring for a partner or relative who, because of illness, old age, addiction, or disability, cannot manage at home without help may request **unpaid** leave to provide care to a partner or relative provided the following notifications requirements are met.

<b>Amount of Leave Requested</b>	<b>Notice Required</b>
Up to 2 weeks	4 weeks
3 weeks	6 weeks
4 weeks	8 weeks

Leave should normally be taken in blocks of 1 week or more. However, subject to the exigencies of the Service, management may use discretion in other cases to allow leave to be taken on a day-to-day basis. Managers should consider any potential equality issues should such requests be made and contact OD & HR for further advice if required.

## **22.6 Flexible Working**

22.6.1 The Council is committed to promoting a good work-life balance. Flexible working aims to provide employees with more opportunities to balance work and family life by offering more choice and control over working hours. In adopting this scheme, the Council recognises that flexible working practices are compatible with, and beneficial to, business efficiency.

## **23 CONTINUOUS SERVICE**

### **23.1 Definition of Continuous Service**

Continuous service shall be defined as follows: -

- (a) For the purposes of entitlements regarding annual leave, notice periods, redundancy, occupational sickness allowance, occupational maternity/paternity/adoption leave/pay and flexible working, continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies.
- (b) In addition, Inverclyde Council will also recognise the service of employees who have continuous previous service with any public sector organisation. Service for the purpose of annual leave, notice periods, occupational sickness allowance, occupational maternity/paternity/adoption leave/pay, flexible working and any other length of service-oriented benefits (except redundancy).
- (c) The start date for continuous service for statutory employment rights (such as unfair dismissal, written reasons for dismissal, statutory maternity pay, statutory adoption pay and statutory paternity pay) is the date that the employee joined Inverclyde Council.



- (d) Dual contracts (*this section is currently under review and will be updated shortly*) - where an employee holds two or more contracts of employment with the Council at the same time, continuous service will be recognised in respect of each contract separately. If, however, one or more of the contracts terminates so that only one contract remains ongoing, the start date for the purposes of calculating continuous employment from the earliest contract will be transferred to the remaining contract, providing there has been an overlap between the two contracts. Where, however, the earlier contract has terminated by reason of redundancy and the employee has already received a redundancy payment in respect of the service in that role, that payment will be taken into account in the calculation of any payments due in the event that the later contract(s) are terminated by reason of redundancy.

## **23.2 Continuous Service, Sickness and Maternity Leave**

- 23.2.1 When 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. This does not apply to other service related benefits.

## **23.3 Reckonable Service**

- 23.3.1 Local government employees in post at 30 June 1999 will have had their service-based entitlements based on reckonable service. Employees who commenced after this date will only have continuous service recognised. Reckonable service includes previous service with any authority or body contained within the Local Government Modification Order. Such service need not be continuous. This preservation will continue to apply provided the employee remains employed in local government.

## **24 PERIOD OF NOTICE TO TERMINATE EMPLOYMENT**

An employee's actual period of notice will be specified in the contract of employment.

### **24.1 Employer**

- 24.1.1 The minimum periods of notice to be given by an employer are governed by the Employments Rights Act 1996;

<b>Continuous Service</b>	<b>Period of Notice</b>
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

Management reserve the right to, in certain circumstances, pay in lieu of notice.

## **24.2 Employee**

- 24.2.1 The minimum period of notice to terminate employment given by an employee will be specified in their contract of employment, but in any case will not be less than 1 week.
- 24.2.2 Employees are expected to work normally during their notice period, however in certain circumstances pay in lieu of notice may be appropriate.
- 24.2.3 Management reserves the right, on resignation, to remove the employee from their normal workplace, where, for example, the employee has access to confidential information which may assist a competitor, there is a risk of disruption or sabotage or the employee's conduct is not conducive to harmonious employee relations. This list is not exhaustive and will not affect the employee's rights to their period of notice.
- 24.2.4 3<sup>rd</sup> tier management are required to give a minimum of 8 weeks notice in writing.

## **25 GRIEVANCE PROCEDURES**

- 25.1 Inverclyde Council and trade unions recognise that, from time to time, employees may wish to raise concerns relating to their employment, either individually or collectively. The Grievance Policy of the Council, as agreed with the trade unions, is to seek resolution to such problems quickly and effectively, and the aim of this policy is to provide a consistent and fair mechanism to achieve this. Full details of the *Grievance Policy* are available on [ICON](#) or from OD & HR.

## **26 DISCIPLINARY PROCEDURES**

- 26.1 Disciplinary codes, policies and procedures are instruments to promote fairness and order in the treatment of employees in the workplace. They set standards of conduct at work. The Council's Policy and Procedures ensure that standards are adhered to and provide a fair method of dealing with alleged failures to observe them. Full details of *the Disciplinary Policy and Procedures* are available on [ICON](#) or from OD & HR.
- 26.2 If an employee has more than one post with the Council and disciplinary action is taken against them by way of formal warning or otherwise in relation to any one of those posts, that disciplinary action may be applied to all of the posts. In considering whether or not to apply disciplinary action to more than one post consideration will be given to the circumstances leading to the disciplinary action being taken and the relevance of those circumstances to each of the posts. Employees will be advised at the commencement of the disciplinary process if consideration is to be given to applying any disciplinary action which may be taken following completion of the disciplinary process to all posts held by them.

## **27 TRADE UNION FACILITIES**

- 27.1 Inverclyde Council supports the system of collective bargaining and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes this can only be conducted by representatives of the employers and employees. Inverclyde Council encourages employees to be a member of an appropriate trade union.

## **28 CAR ALLOWANCES AND CAR PURCHASE SCHEME**

- 28.1 The Council operates a Car Allowance Scheme for existing employees. Where the Council authorises an employee to use a private car on official business, the employee will be paid the HMRC mileage rate for all business miles. Further details can be obtained from the Council's *Car Allowance Scheme*, available from OD & HR.
- 28.3 The Council operates an Assisted Car Purchase Scheme. An employee may be eligible for a Car Loan in accordance with the scheme where the Council decides that the employee requires the use of a private car for official duties. Details of the Scheme can be obtained from Payroll Services.

## **29 FIRST AID ALLOWANCE**

- 29.1 Employees who are designated first aiders are required by the Council to hold a current certificate in First Aid shall be paid an appropriate allowance per annum.

## **30 PHONE ALLOWANCE AND MOBILE PHONES**

- 30.1 Where it is considered necessary that an employee of the Council requires to have access to a telephone out with normal working hours, they will be reimbursed in accordance with the Mobile Phone Policy or Telephone Allowance Scheme, available from OD & HR.

## **31 REIMBURSEMENT OF EXPENDITURE**

### ***31.1 Travel and Subsistence***

- 31.1.1 Employees necessarily incurring additional expense in the course of their work in respect of overnight accommodation (out with the Inverclyde boundary) or travel, will be reimbursed approved expenses, based on actual expenditure incurred, subject to appropriate evidence of expenditure being produced and prior approval being given from the Head of Service or nominated senior officer.
- 31.1.2 Employees undertaking school residential trips which require overnight stays will be paid plain time at a fixed rate of 37 hours per week (pro rata where applicable) plus the current sleepover rate per night.
- 31.1.3 Where an employee is authorised to commence or finish work at a place other than the employee's normal work location or base, the employee will be entitled to claim travelling expenditure *in excess* of the expenditure which would have normally been incurred in travelling from the employee's home to the normal location.
- 31.1.4 Employees who have no fixed base, or who work on a peripatetic basis serving a number of locations within a given area, will have a notional Administrative Centre fixed by the Head of Service, having regard to the geographical and operational area and service requirements.
- 31.1.5 In responding to an emergency call-out, employees will be entitled to a flat travel rate of £3.50 per call-out, if it has been deemed necessary to use their personal vehicle or for reimbursement in the use of approved public transport. All employees who are using their

personal vehicle must hold a motor insurance certificate which proves they are able to use their vehicle for “business use”.

- 31.1.6 Travel expenses will be reimbursed on the basis of the public transport fares or car mileage actually incurred. Claims in respect of car mileage will be at the HMRC mileage rate, as specified in the *Travel & Subsistence Policy* available from OD & HR.
- 31.1.7 Reimbursement in respect of meals will only apply if the costs incurred are over and above the employee’s normal meal time expenditure in accordance with the *Travel & Subsistence Policy* available from OD & HR.
- 31.1.8 Employees must always exercise prudence when incurring business-related expenses, and ensure that any expenditure incurred meets the standards of public accountability and transparency. Any abuse of the Travel and Subsistence Scheme will be considered gross misconduct and may result in the employee’s dismissal.

### **31.2 Large Goods Licences**

- 30.2.1 Where an employee is required to possess a Large Goods Vehicle, Passenger Service Vehicle and/or other special driving licence, the Council shall meet the costs.

## **32 RECRUITMENT**

### **32.1 Equality and Diversity**

- 32.1.1 Inverclyde Council will ensure that the principles of the Council’s *Equality and Diversity Policy* are upheld, and maintain consistency and a quality approach, all employees involved in the recruitment process must have a clear understanding of the Council’s *Policy and Procedures on Recruitment and Selection* and will, therefore, be required to complete the Council’s e-learning and corporate training course. Full details are available on [ICON](#).

### **32.2 Politically Restricted Posts**

- 32.2.1 In terms of the Local Government and Housing Act 1989, some posts within the Council are politically restricted. Please refer to the *Politically Restricted Posts Policy and Procedures*, available on [ICON](#) or from OD & HR, for full details.

### **32.3 Interview Expenses**

- 32.3.1 On request candidates will be reimbursed for traveling expenses reasonably incurred in attending for interview for posts within the Council. Travel expenses will be reimbursed to candidates based on actual costs incurred using the cheapest form of public transport where possible. Domestic flights and overnight accommodation will only be reimbursed in exceptional circumstances and with prior approval from the Head of Service and Head of OD, HR and Communications.
- 32.3.2 Internal candidates attending for an interview for a post within the Council will not be entitled to claim reimbursement for travel expenses.

### **32.4 Relocation Expenses for New Employees**

- 32.4.1 The Council wishes to encourage its employees to live within the Inverclyde area in order to promote population and economic growth.
- 32.4.2 A relocation package may be available for new employees providing that they meet the criteria detailed in the Council's Relocation Policy, available from OD & HR.

### **32.5 Contract of Employment**

- 32.5.1 All employees of Inverclyde Council are entitled to a written statement of terms and conditions of employment detailing the main terms of their appointment. This will be issued to the employee before their start date or, if not practicable, within 8 weeks of commencing employment.

### **32.6 PVG Scheme and Rehabilitation of Offenders**

- 32.6.1 Part V of the Police Act 1977 introduced a system of disclosing criminal history information. Disclosure Scotland has been established within the Scottish Criminal Records Office for the purposes of issuing certificates under the Act.
- 32.6.2 In February 2011 the Scottish Government introduced a new membership scheme, the Protecting Vulnerable Groups Scheme (PVG), to replace and improve upon the current disclosure arrangements for people who work with vulnerable groups. Disclosure/PVG certificates are issued in accordance with this scheme. Relevant checks will be required for those applying for positions for which the Rehabilitation of Offenders Act 1974 (Exclusions and Exceptions) (Scotland) Order 2003 (as amended) applies.
- 32.6.3 Full details of the PVG scheme and the *Recruitment of Ex-Offenders policy* are available from OD & HR or from the Disclosure Scotland website <http://www.disclosurescotland.co.uk/disclosureinformation/pvgscheme.htm>.

## **33 REDEPLOYMENT**

- 33.1 An employee may be redeployed to another position within the Council as a result of;
- Medical grounds
  - Capability (Performance Issues, where compulsory redeployment is the outcome of a formal process)
  - Redundancy including efficiency of the service
  - Restructure
  - Some other Substantial Reason (SOSR)
- 33.3 Redeployed employees will receive the rate of pay for the redeployed position. 1 year's salary protection will apply to those redeployed as a result of a service restructure or any potential redundancy situation.

- 33.3 For further details please refer to the Council's *Redeployment Policy and Guidelines*, available on [ICON](#) or from OD & HR.

## **34 SECONDMENT**

- 34.1 Inverclyde Council has approved an Employee Secondment Scheme. For further details please refer to the *Employee Secondment Policy*, available from OD & HR.

## **35 RELOCATION OF EMPLOYEES**

### ***35.1 Change in Normal Work Location***

- 35.1.1 In view of the fact that Inverclyde covers a small geographical area, all employees of the Council will be employed to work within the boundaries of the Inverclyde area. If circumstances so require, an employee may be moved from their original location and employed at another location within the Council boundaries.
- 35.1.2 Appropriate consultation will take place with the employee and reasonable notice given prior to the transfer occurring.

### ***35.2 Peripatetic Employees***

- 35.2.1 Certain employees may be engaged on a peripatetic basis or without a permanent fixed location (e.g. cleaners, SEN Auxiliaries, Early Years, Education and Childcare Officers) in order to achieve optimum service delivery. Such employees will be located as directed by management, and may be moved without consultation. However, consideration will be given to the employee's personal circumstances and, where possible, the Council will be sympathetic to domestic difficulties. Where a worker is employed on a peripatetic basis, this will be clearly stated in the contract of employment.

## **36 RETIREMENT**

### ***36.1 Age Retirement***

- 36.1.1 Inverclyde Council does not have a default retirement age, employees can work till a retirement date of their choosing, there is no need to request to work beyond 65. Employees can still retire at 65 if they choose.
- 36.1.2 If the employee is a member of the pension fund, they need to give 4 months notice to allow of pension paperwork to be processed. If employees are not a member of the pension fund they need to give normal contractual notice.
- 36.1.3 All outstanding leave must be taken before the date of retirement.
- 36.1.4 Employees who choose to carry on working after age 65 will continue to pay into the pension scheme, building up further benefits. Employees can remain in the Pension Scheme up until their 75<sup>th</sup> birthday.
- 36.1.5 Employees can also make a request to reduce their hours and/or grade at any time from age 55. Employees who have reduced their hours and/or grade and are members of the

Strathclyde Pension Fund can also, with Inverclyde Council's approval, draw their pension whilst continuing in employment and building up further benefits in the Scheme. Details of the Council's flexible retirement scheme (winding down scheme for teachers) are available from OD & HR.

- 36.1.6 Further details can be obtained from the Council's *Retirement Policy* available from OD & HR.

Note:

The State Pension Age (SPA) is specific to individual dates of birth. The Government has brought forward increasing the pension age. To work out your SPA, go to: <http://www.pensionsadvisoryservice.org.uk/state-pensions/state-pension-age-calculator>

### **36.2 Age Retirement**

- 36.2.1 Employees may retire with a pension before the age of 65 if they meet the Pension Fund conditions and, where appropriate, with the agreement of the Council. Full details can be found in the "*Local Government Superannuation Scheme - Members Handbook*" and the Council's *Retirement Policy* (currently in draft format).
- 36.2.2 The Council has adopted the terms of the Local Government (Compensation for Premature Retirement) (Scotland) Regulations 1979 and 1984 in relation to early retirement in the interests of efficiency of the service.

### **36.3 Retirement on the Grounds of Ill Health**

- 36.2.2 Pensionable employees who are declared by the Council's Medical Adviser as incapable of discharging efficiently the duties of their employment by reason of permanent ill health or infirmity may be retired early on ill health grounds. Full details can be found in the "*Local Government Superannuation Scheme - Members Handbook*" and the Council's *Retirement Policy* (currently in draft format).

## **37 REDUNDANCY**

- 37.1 Where employment is terminated due to redundancy the terms of the Employment Rights Act 1996 will apply, if appropriate.
- 37.2 For the purpose of redundancy the Council recognises continuous local government service as defined in the Redundancy Payment (Local Government) (Modification) Order 1983 and subsequent amendment order.
- 37.3 For further details please refer to the Council's *Voluntary Severance Policy*, available on [ICON](#) or from OD & HR.

## **38 PENSION SCHEME**

- 38.1 Council employees are automatically entered into the Strathclyde Pension Fund. The contribution rate is a percentage of annual pay as directed by the Pension Fund. Further details are available on [ICON](#) or from OD & HR.

## **39 ATTENDANCE DURING ADVERSE WEATHER**

- 39.1 During adverse weather conditions the responsibility for attendance at work rests with the individual and employees must not assume that payment will be made automatically for days on which they are unable to attend for work. For full details see the *Attendance During Adverse Weather Conditions* Policy available from OD & HR.

## **40 DRIVING LICENCE CHECKS**

- 40.1 The Council reserves the right to inspect at any time the driving licence and motor insurance certificate of employees who require to drive Council vehicles are authorised car users. Such employees must notify their manager if they are issued with points or cautions on their driving licence.
- 40.2 All employees who are designated as authorised car users must hold a motor insurance certificate which proves they are able to use their vehicle for “business use”.
- 40.3 Where an employee covered by section 40.1 above is disqualified from driving, he/she must inform their Head of Service without delay. Driving without a licence is a criminal offence and will be regarded as gross misconduct by the Council and may lead to the employee’s dismissal.
- 40.4 Services must institute an annual check of the driving licences and Motor Insurance Certificates of appropriate employees within their service. This should normally be undertaken at the start of the financial year. In respect of new appointments the initial checks should be carried out at interview. Any employee who fails to provide the appropriate documentation should no longer be considered an authorised car user, or where appropriate, driver of a Council vehicle and no outstanding car mileage claims should be authorised.

## **41 NOTIFICATION OF CHANGE OF ADDRESS AND TELEPHONE NUMBER**

- 41.1 The address and telephone number given by the employee at the commencement of employment will be used for all communications from the Council and it is the employee’s responsibility to ensure that any changes in address are updated on the Council’s systems accordingly.

## **42 DATA MATCHING AND GENERAL DATA PROTECTION**

- 42.1 A Data Matching and Data Protection initiative has been developed by the Council. This means the Council can share information with other local authorities and public bodies. Further information is available on [ICON](#).



## PART 2

### 1. ALLOWANCES

#### 1.1 Introduction

Employees will be paid the hourly rate for the job for all hours worked. In this way, regardless of whether an employee is full time or part time, they will be paid at the same hourly rates for the job, according to their grade. Enhancements relating to overtime, night work and weekend work are paid by applying a percentage to the hourly rate and will also be paid according to when the hours are worked. For atypical payment – refer to 1.3 below. Further guidance is available within the Atypical and Overtime document on [ICON](#).

The Scottish Joint Council issues hourly rates every year. They can be converted into a weekly rate by multiplying the total weekly hours worked by the hourly rate of the new pay grade; and into an annual salary by multiplying the annual hours (weekly hours x 52.14) x the appropriate hourly rate of the new pay grade.

#### 1.2 Definition of Atypical Hours

Atypical hours are all hours worked **out with** the following time periods:

Monday – Friday	6am to 7.59pm
Saturday	6am to 12.59pm

If employees work their contracted hours **within** the working envelope period (i.e. between 6am and 7.59pm, Monday to Friday, and 6am – 12.59pm, Saturday) they will **not** receive enhancements for this.

If employees' jobs need them to work some or all of their contracted hours **out with** the proposed time period (i.e. between 8pm and 5.59am, Monday to Friday, between 1pm and 11.59pm and a Saturday, and any time on a Sunday), a premium rate will be paid for these hours. Payments will be paid in accordance with para 1.3 below.

These arrangements are in respect of hours worked as part of the normal working week. Overtime will be treated separately and in accordance with the overtime proposals (see Part 1, section 15.3).

N.B. Overtime enhancements will not be paid on top of an already enhanced rate.

#### 1.3 Payment for Working Atypical Hours

The tiered Atypical working scheme will attract payment as undernoted:

	Hours Worked	Rate of Pay
<b>Daytime Hours</b>	<ul style="list-style-type: none"><li>6am and 7.59pm, Monday to Friday, and</li><li>6am – 12.59pm, Saturday</li></ul>	No enhancements apply
<b>Evening Hours</b>	<ul style="list-style-type: none"><li>8pm and 11.59pm, Monday to Friday</li></ul>	Evening enhancement of 10% for all evening hours
<b>Weekend Hours</b>	<ul style="list-style-type: none"><li>1pm and 11.59pm, Saturday</li><li>6am to 11.59pm, Sunday</li></ul>	Weekend enhancement of 10% for all weekend hours

<b>Night time Hours</b>	<ul style="list-style-type: none"> <li>midnight and 5.59am, Monday to Sunday</li> </ul>	Night time enhancement of 33 1/3 <sup>rd</sup> % for all night time hours
-------------------------	---	---

#### 1.4 Working Envelope

Enhancements\* are paid in respect of normal working hours (i.e. for the first 37 hours). Overtime hours undertaken during 'evening hours, 'weekend' hours' and 'night time hours' will attract an enhancement of 50% (i.e. time and a half) on the basic plain time rate. Overtime enhancements will not be paid on top of an already enhanced rate

Time	Mon	Tues	Wed	Thurs	Fri	Sat	Sun						
06:00	Daytime Hours (Plain Time)						Weekend Hours (Time & 10%) *						
07:00													
08:00													
09:00													
10:00													
11:00													
12:00													
12:59													
13:00													
14:00													
15:00													
16:00													
17:00													
18:00													
19:00													
19:59													
20:00								Evening Hours (Time & 10%) *					Weekend Hours (Time & 10%) *
21:00													
22:00													
23:59													
Midnight													
01:00	Night Hours (time & 33 1/3 <sup>rd</sup> %) *						Weekend Hours (Time & 10%) *						
02:00													
03:00													
04:00													
05:59													

#### 1.5 Standby and Call Out Arrangements

The Council's policy on Standby and Disturbance allowances is available on [ICON](#) or from OD & HR.

However, where an employee on stand-by duty is called out to work, overtime will be paid in accordance with our proposed new overtime rates, as outlined in Part 1, section 15.3 of this Conditions of Service document.

#### 1.6 Recalling Employees to Work who are not on Standby

Employees who are recalled to work, but not on standby will be paid in accordance with section 2.2.3 and 2.2.4 of the Council's Standby and Disturbance Scheme. Overtime will be paid as outlined in section 15.3 of this Conditions of Service document.

## **1.7 Sleepovers**

The current sleeping-in duty allowance arrangements and payments provided by the national conditions will continue to apply in accordance with SJC National Circulars.

## Appendix 1

Term Time Calculation from 01 January 2014												
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>38 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	38	38	38	38	38	38	38	38	38	38	38
F)	Days worked per year (E x 5)	190	190	190	190	190	190	190	190	190	190	190
G)	Percentage Payable ( F / D )	82.97%	83.33%	83.70%	84.07%	84.44%	84.82%	85.20%	85.20%	85.59%	85.59%	85.97%
<b>39 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	39	39	39	39	39	39	39	39	39	39	39
F)	Days worked per year (E x 5)	195	195	195	195	195	195	195	195	195	195	195
G)	Percentage Payable ( F / D )	85.15%	85.53%	85.90%	86.28%	86.67%	87.05%	87.44%	87.44%	87.84%	87.84%	88.24%
<b>40 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	40	40	40	40	40	40	40	40	40	40	40
F)	Days worked per year (E x 5)	200	200	200	200	200	200	200	200	200	200	200
G)	Percentage Payable ( F / D )	87.34%	87.72%	88.11%	88.50%	88.89%	89.29%	89.69%	89.69%	90.09%	90.09%	90.50%
<b>41 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	41	41	41	41	41	41	41	41	41	41	41
F)	Days worked per year (E x 5)	205	205	205	205	205	205	205	205	205	205	205
G)	Percentage Payable ( F / D )	89.52%	89.91%	90.31%	90.71%	91.11%	91.52%	91.93%	91.93%	92.34%	92.34%	92.76%
<b>42 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	42	42	42	42	42	42	42	42	42	42	42
F)	Days worked per year (E x 5)	210	210	210	210	210	210	210	210	210	210	210
G)	Percentage Payable ( F / D )	91.70%	92.11%	92.51%	92.92%	93.33%	93.75%	94.17%	94.17%	94.59%	94.59%	95.02%
<b>43 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	43	43	43	43	43	43	43	43	43	43	43
F)	Days worked per year (E x 5)	215	215	215	215	215	215	215	215	215	215	215
G)	Percentage Payable ( F / D )	93.89%	94.30%	94.71%	95.13%	95.56%	95.98%	96.41%	96.41%	96.85%	96.85%	97.29%
<b>44 Week Worker</b>												
A)	Possible working days per year	261	261	261	261	261	261	261	261	261	261	261
B)	Less Annual Leave	25	26	27	28	29	30	31	31	32	32	33
C)	Less Public Holidays	7	7	7	7	7	7	7	7	7	7	7
D)	Working days remaining	229	228	227	226	225	224	223	223	222	222	221
E)	Weeks worked per year	44	44	44	44	44	44	44	44	44	44	44
F)	Days worked per year (E x 5)	220	220	220	220	220	220	220	220	220	220	220
G)	Percentage Payable ( F / D )	96.07%	96.49%	96.92%	97.35%	97.78%	98.21%	98.65%	98.65%	99.10%	99.10%	99.55%