

EAST AYRSHIRE COUNCIL

CABINET – 18 AUGUST 2010

REVISED CONDITIONS OF SERVICE FOR LOCAL GOVERNMENT EMPLOYEES – OUTCOME OF FURTHER NEGOTIATIONS WITH THE TRADE UNIONS

Report by the Executive Director of Finance and Corporate Support

1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to advise Cabinet of the outcome of further negotiations with the Trade Unions in respect of the proposed revised Conditions of Service for Local Government employees and to make recommendations on further action as a result.

2. BACKGROUND

- 2.1 At its meeting on 20 May 2009, Cabinet considered and approved a report which set out proposals in respect of revised terms and conditions of service for Local Government Employees. In approving the proposals, Cabinet further agreed that the Head of Human Resources would commence consultations with the Trade Unions with a view to reaching a collective agreement on the proposals.
- 2.2 Subsequently on 13 January 2010 Cabinet having considered a further report on the outcome of the consultations with the Trade Unions which had failed to secure a collective agreement, agreed to:
- (i) approve the Council's final proposals in respect of the Revised Conditions of Service for Local Government Employees;
 - (ii) agree that the statutory consultation period commence on 22 January 2010 and that the implementation date be 1 August 2010 at the latest;
 - (iii) note that a further report would be submitted to Cabinet on 21 April 2010 on the outcome of the consultations with the Trade Unions on the revised Scheme of Terms and Conditions of Service; and
 - (iv) otherwise, note the content of the report
- 2.3 In accordance with the decision of Cabinet on 13 January 2010, Cabinet on 21 April 2010 considered a report which outlined the outcome of the Trade Unions' consultation with their members and recommended further action in order to progress the implementation of the revised terms and conditions of service. At the meeting Cabinet agreed to:
- (i) note the submission from the Trade Unions following their consultation with their members;
 - (ii) refer the matter to an Appeals Panel to consider representations from the Trade Unions; and

(iii) otherwise, note the contents of the report.

2.4 At its meeting on 2 June 2010, Cabinet considered a report which intimated the recommendations of the Appeals Panel of 20 May 2010 which had heard a grievance from the Trade Unions in respect of the Council's proposals for revised Conditions of Service for Local Government Employees.

2.5 The Appeals Panel accepted that the grounds of the appeal, as submitted to them at that time, were substantiated to the extent that they determined that there should be further consultation and negotiation in respect of the disputed issues and accordingly the Appeals Panel proposed that a further 90 day period be allowed to facilitate such further consultation and negotiation.

2.6 Having considered the Appeals Panel's decision, Cabinet agreed:-

(i) to note the views and decision of the Appeals Panel;

(ii) there should be further consultation and negotiation with the Trade Unions and that the matter be continued to the meeting of Cabinet scheduled for 18 August 2010 to allow for such further consultation and negotiation; and that the Head of Human Resources submit a report to that meeting on the outcome of those further consultations and negotiations; and

(iii) otherwise, to note the content of the report.

3. NEGOTIATIONS AND CONSULTATIONS

3.1 Since Cabinet on 2 June 2010 a number of meetings have been held with the Trade Unions. At the first meeting held with the Trade Unions the scope of the further consultations and negotiations was mapped and confirmed that the four key areas would be those highlighted in the Grievance form submitted to the Appeals Panel on 20 May 2010. The four key areas were:-

- Cash Conservation
- Car Mileage
- Overtime Rates
- Job Redesign/Service Development

In addition to the four areas listed above the Trade Unions indicated that they also wished to discuss the following matters:-

- Standard Working Week
- Shift Allowances

3.2 The Trade Union submissions in respect of each of the areas are as follows:-

3.2.1 Cash Conservation

Cash conservation should be for a period of 4 years in line with the arrangements which were put in place when the revised Pay and Grading Scheme was implemented.

3.2.2 Car Mileage

The changes to car mileage rates should be postponed to allow a more detailed look at the operational and cost issues around issues such as the purchase or lease of pooled vehicles in the light of staff withdrawing their cars for use at work.

However, in addition the Trade Unions during the course of the negotiations proposed that the current car mileage rates should not be reduced to HMRC rates but increased from their current levels to a higher unspecified rate; an essential car users allowance should be re-introduced along with a car leasing scheme.

3.2.3 Overtime Rates

The Joint Trade Unions have proposed the following Overtime Payments:-

- | | | |
|----|----------------------------|---|
| a) | Sundays or Public Holidays | Double Time |
| b) | Rest Days | Double Time with overtime on a Rest Day to be subject to a minimum payment of two hours at double time. |
| c) | Saturdays and Free Days | Time and a half |
| d) | All other times | Time and a half |

3.2.4 Job Redesign/Service Development

The Trade Unions have indicated that they will engage constructively with the Council in on going processes in relation to Single Status issues.

3.2.5 Standard Working Week

The Trade Unions have submitted that the Standard Working Week should be set at 7 a.m to 7 p.m Monday to Sunday inclusive and that employees who require to work outwith those core hours on a non-overtime basis as part of their normal working week should be entitled to receive an additional allowance as follows:-

1. Up to 150 hours worked annually outwith core working week - 3% of contractual salary.
2. 150 – 350 hours worked annually outwith core working week – 6% of contractual salary.
3. 351 – 550 hours worked annually outwith core working week – 8% of contractual salary.
4. 551 – 750 hours worked annually outwith core working week – 10% of contractual salary.

5. 751 – 950 hours worked annually outwith core working week – 12% of contractual salary.
6. Over 951 hours worked annually outwith core working week – 15 % of contractual salary.

3.2.6 Shift Allowances

The Trade Unions' position is that there should be three levels of shift allowance set at 10%, 12.5% and 20%.

3.2.7 A copy of the Trade Unions' written submission is attached as Appendix 1.

4. **COUNCIL RESPONSE**

4.1 The Council response to each of the areas detailed in section 3.2 above is given in section 4.2 below. The consideration given and the responses to the Trade Unions' submissions were made having regard to the following factors:-

- Equal pay risk
- Impact on wider employee group
- Financial implications

4.2 The Council's responses to the Trade Unions' submissions are as follows:-

4.2.1 Cash Conservation

The National Agreement on Pay and Conditions of Service for Local Government Employees allowed for cash conservation of three years on the implementation of Single Status. On implementation of the revised Pay and Grading Scheme the Council agreed that the three year period should be increased to four and the Trade Unions have sought to have this arrangement applied to the revised conditions of service. A four year period was agreed at that time to ensure that the revised pay and grading scheme was implemented immediately following the cessation of the period covered by equal pay compensation payments which had been made to certain categories of employee.

However, the operating environment has changed since that decision was taken by the Council principally in two areas. Firstly, the Bainbridge case to which reference has been made in previous reports to Cabinet on these matters, held that cash conservation arrangements are potentially discriminatory and may expose Councils to legal challenge. Secondly, and more importantly in terms of the submission that has been made by the Trade Unions in respect of this element, is that separately UNISON, Unite and GMB Scotland have all recently submitted equal pay grievances to the Council on the basis that, amongst other things, the Council's implementation of the national Agreement on cash conservation constitutes a breach of the Equal Pay Act 1970. There are currently 294 post job evaluation equal pay grievances lodged by the Trade Unions which if not upheld by the Council will be pursued at the Employment Tribunal.

Accordingly, in their submission on cash conservation the Trade Unions are asking the Council to increase its exposure to risk of challenge by agreeing that the period of cash conservation should be increased whilst concurrently they are lodging grievances on this very matter. It should also be noted that the cost of extending the cash conservation by one year would be approximately £370,000.

4.2.2 Car Mileage

As indicated previously to Cabinet, a number of other Councils now pay the Inland Revenue mileage rate and the saving to the Council of implementing this revised rate would be around £250,000 per annum.

The Trade Unions' proposals would result in not only this saving not being realised but an attendant increase in costs arising from an as yet unspecified increased mileage rate as well as increased costs associated with re-introduction of the Essential Car User Allowance and a Car Leasing Scheme.

The cost of the re-introduction of the essential car user if based on the previous allowance of £822 per annum which was discontinued in July 2000 would be around £67,000 per annum.

The previous Car Leasing Scheme was discontinued in November 2005 and it is not possible to assess the costs which would arise if a Car Leasing Scheme were re-introduced. However, the Council made annual contributions to the cost of an employee's car lease on the following basis:

Annual Business Mileage	Annual Council Contribution
Up to 499	Nil
500 – 1,499	£750
1,500 – 2,999	£1,000
3,000 – 5,499	£1,800
5,500 – 7,999	£2,750
8,000 and above	£3,500

Notwithstanding the additional costs which would arise, there is no sound business reason for the Council considering the re-introduction of the Essential Car User Allowance or a Car Leasing Scheme.

The Trade Unions have been provided with costings in relation to the provision of pooled vehicles by the Council in the event that some or all of the employees who currently use their vehicles for business purposes and receive mileage allowance refuse to use their own vehicles in the future. It is anticipated that in the event of all employees withdrawing their own vehicles then the Council would achieve an overall saving of around £300,000 against the current cost of mileage of £1,373,512 notwithstanding that it would not be necessary to provide vehicles for all current claimants.

4.2.3 Overtime Rates

Currently there are a range of different overtime rates which apply to former APT&C employees and former Manual Workers. A key objective of the Single Status Agreement and the Council's proposed revision of conditions of service is to

achieve harmonisation. It is considered that the proposals on time and a half for all overtime worked other than on a General or Public holiday are reasonable, reflect the need to harmonise and avoid any issues relating to equal pay given the male gender profile of those working most frequently at weekends when the Trade Unions seek double time to be paid for Sunday overtime working.

4.2.4 Job Redesign/Service Development

There is no objection in principle to the wording proposed by the Trade Unions. There are however two issues which require to be noted. Firstly, there can be no agreement that the Council will implement specific arrangements in respect of those employees who may be suffering detriment as a result of the Council's proposals. In this regard it should also be noted that one of the grounds of the Equal Pay Grievances submitted by UNISON is that the Council has through "the use of job redesign or enrichment sought to add value to male dominated jobs and that this additional value is artificial for a variety of reasons, either because the tasks are not performed on a regular basis; because the level and frequency of demand does not justify the additional job evaluation points and salary; and/or because the practice of adding value to jobs in this way was targeted at bonus earning men in a discriminatory manner." Whilst this element of the grievance is in the context of the revised pay and grading scheme, and is refuted by the Council, the same case could be submitted by the Trade Unions if job redesign was to be inappropriately used in the context of the revised conditions of service.

Secondly, once the revised conditions of service have been implemented that concludes the implementation of the Single Status Agreement. There will be no ongoing Single Status issues. There will of course be issues that will arise in the course of normal operations but these will be considered in the context of the Council's set arrangements for dealing with employee relations matters.

4.2.5 Standard Working Week

The Trade Unions proposals would require additional expenditure of around £150,000 p.a. and would result in enhanced payments being made to employees who currently work outside this band and for which they receive plain time rates. Accordingly, there is no business case for revising the standard working week from the proposed 6 a.m to 10 p.m Monday to Sunday.

4.2.6 Shift Allowances

Only employees within the Risk Management Centre currently receive a shift allowance of 20%. This allowance is an all inclusive allowance which reflects not only shift working but also weekend working for which no separate allowance is paid. It is not considered that there is a case to set the highest level of shift allowance at 20% simply to reflect the current position within the Risk Management Centre and which would also increase the level of shift allowance to Hostel Support Workers who currently receive a shift allowance of 17%.

It should be noted that under the Council's proposals around 125 employees will now receive a shift allowance who previously did not receive one.

4.3 As indicated in Section 4.1 above, consideration of the Trade Unions' proposals has to be made in the context of the equal pay risk posed, the implications for wider groups of employees and the cost to the Council at a time of reducing financial resources. In that context the proposals made by the Trade Unions fail to meet the requirements of those tests as shown in the following table:-

	Condition of Service	Equal Pay Risk	Implications for wider employee group	Financial implications
1.	Cash Conservation	Yes	Yes	£370,000 (additional cost)
2.	Car Mileage	No	No	c. £317,000 (£67,000 additional cost and £250,000 non achievement of savings)
3.	Overtime Rates	Yes	No	c. £300,000 (non achievement of savings)
4.	Job Redesign /Service Development	Yes	No	Nil
5.	Standard Working Week	No	Yes	c. £150,000 (additional cost)
6.	Shift Allowances	No	No	c. £40,000 (combination of additional cost and non-achievement of savings)
			TOTAL	c. £1,177,000

4.4 Having regard to the detail contained in sections 4.1 to 4.3 above, it is not considered that any alterations can be made to the current proposals in respect of revised conditions of service as contained in Appendix 1 to this report.

4.5 Notwithstanding the position outlined in 4.4 above it should be noted that the Council has during the consultations and as a result of comments from employees at the Employee Briefing Sessions amended its proposals in respect of shift allowances which have seen a move from a single rate of 10% to the current proposals for three levels of 10%, 12.5% and 15%. The Council has removed at this time the standardised pay frequency from the proposals and set an alternative timetable for this element.

In addition, the Council is proposing increased annual leave for employees and has extended the payment of shift allowances to a wider group of employees than currently receive them.

5. PROPOSED ACTION

5.1 It is now necessary to consider what action the Council requires to take to implement the revised Terms and Conditions of Service. It should be noted that during the period of consultation which followed Cabinet's approval of the proposed revised conditions of service for consultation, the Trade Unions consultation with their members did not involve the proposals being put to the full membership through a ballot. The Trade Unions have not indicated whether they will now ballot

their members for acceptance or rejection of the Council's proposals and neither have they indicated whether they will be able to reach a collective agreement with the Council.

5.2 A contract is a legally binding agreement between the employer and the employee. It sets out the rights and obligations of both parties. In view of the position outlined in section 5.1 above, the Council has a number of options as to how it wishes to proceed to implement the revised terms and conditions, namely:

(a) Mutual Agreement

If there is no right in the contract to vary terms and conditions, the contract can be varied by mutual agreement of the parties to it. This agreement can be express or implied.

Express agreement is where both parties can agree orally or in writing to a variation to the original contract. There is no agreement if the employee was forced to accept the change e.g. by threat of dismissal.

Implied agreement is where the employer purports to unilaterally vary the contract by imposing new terms and conditions and the employee is seen to accept this by their behaviour or "acquiescence" usually by working without protest for a significant period of time but being aware of the change. However, the courts are generally reluctant to find that employees have consented to a variation of contract in the absence of express agreement.

(b) Unilateral Variation

The general principle is that an employer cannot unilaterally vary a contract of employment. If he does so, he will be in breach of contract. If an employer imposes changes in contractual terms without the agreement of the employee, there will be a breach of contract and the employee can either acquiesce by continuing to work; resign and claim constructive unfair dismissal; work under protest and claim damages for the breach of contract; or where the change can be said to amount to a termination of the old contract and an introduction of a new contract, the employee can work under the new contract and claim to be unfairly dismissed under the old one.

(c) Dismissal and Re-engagement

Where the employer agrees to introduce rather than vary the contract unilaterally the employer can terminate the existing contract and offer a new one that includes the variation.

The appropriate notice to terminate the contracts of the employees concerned must be given and at the same time, a new contract with the varied terms must be offered which will commence on the expiry of the notice period. It must be made clear to the employee that this is a new contract. During the notice period, the old terms and conditions must be strictly adhered to in order to avoid claims for damages. If the employer serves appropriate notice, then they will avoid liability for wrongful dismissal.

By choosing this option, the employer must show that there was a fair reason to dismiss the employee e.g. sound, good business reasons for the changes based on financial and organisational grounds. A fair procedure must be followed e.g. in accordance with the statutory dismissal procedures.

- 5.3 The report to Cabinet on 21 April 2010 outlined the proposal to seek employees' agreement on a voluntary basis to the variations proposed to their current contract of employment. However, taking into account the lack of a collective agreement and the number of equal pay claims being made against the Council, it is recommended that option (c) above be adopted i.e. dismissal and re-engagement. This will best protect the Council by minimising any potential breach of contract and unfair dismissal claims; and will reduce the number of equal pay claims based on a future date as employees will have a new contract based on the revised pay and grading scheme and harmonised conditions of service.

This process will involve the Council issuing dismissal letters and re-engagement contracts to all Local Government Employees. This is not a redundancy situation and there is no intention that any employee will lose their job as a result of the implementation of the revised conditions of service.

- 5.4 To meet the statutory dismissal procedures, it is proposed that dismissal letters be issued in September 2010 with a dismissal date of 31 December 2010 with re-engagement on the new terms and conditions of service taking effect from 1 January 2011. This time scale will enable Human Resources to issue documentation to the employees concerned and also coincides with the start of the new leave year.

6. FINANCIAL IMPLICATIONS

- 6.1 As indicated to Cabinet previously as a result of the 3 year preservation provisions, the Council will not be able to achieve maximum savings until 1 January 2014. The savings associated with the Council's proposals at this time are estimated at approximately £146,000 per annum. After the expiry of three year preservation period the annual saving to the Council of the revised terms and conditions is estimated to be around £600,000.

7. CORPORATE MANAGEMENT TEAM

- 7.1 The Corporate Management Team at their meeting on 2 August 2010 considered and approved the content of this report.

8. POLICY/LEGAL/RISK MANAGEMENT IMPLICATIONS

- 8.1 The implementation of revised terms and conditions of service will mean that the Council has fully implemented the Single Status Agreement and in so doing has gone a significant way towards countering any future potential equal pay claims.

9. COMMUNITY PLANNING IMPLICATIONS

- 9.1 The implementation of revised terms and conditions of service meet the pursuit of continuous improvement and best value and the guiding principles of the Community Plan.

10. RECOMMENDATIONS

10.1 Cabinet is recommended to

- (i) note the outcome of the further negotiations with the Trade Unions in respect of the proposed revised Conditions of Service for Local Government Employees;
- (ii) approve the Council's final proposals in respect of the revised Conditions of Service for Local Government Employees;
- (iii) agree that dismissal letters including the revised terms and conditions be issued by the Head of Human Resources in September 2010 with a dismissal date of 31 December 2010 with re-engagement on the new terms and conditions of service taking effect from 1 January 2011;
- (iv) otherwise, note the contents of the report.

Alexander McPhee
Executive Director of Finance and Corporate Support
6 August 2010

LIST OF BACKGROUND PAPERS

1. Report on Revised Conditions of Service for Local Government Employees by the Executive Director of Finance and Corporate Support to Cabinet meeting on 21 April 2010
2. Report on Revised Conditions of Service for Local Government Employees by the Depute Chief Executive/Executive Director of Corporate Support to Cabinet meeting on 13 January 2010.
3. Progress Report on Revised Conditions of Service for Local Government Employees by the Depute Chief Executive/Executive Director of Corporate Support to Cabinet meeting on 18 November 2009.
4. Report on Revised Conditions of Service for Local Government Employees – Summary of Proposals by the Depute Chief Executive/Executive Director of Corporate Support to Cabinet meeting on 20 May 2009.
5. Report on Implementation of Revised Conditions of Service for Local Government Employees by Executive Director of Finance and Corporate Support to Appeals Panel on 20 May 2010.

Members wishing further information should contact Martin Rose, Head of Human Resources, Tel: (01563) 576092.

Implementation Officer: Martin Rose, Head of Human Resources

**East Ayrshire
Joint Trade Union Proposals on
CONDITIONS OF SERVICE**

As agreed at a meeting on July, 29th, 2010 of Joint Trade Union reps, involved in Conditions of Service negotiations, I have been authorised to put forward the proposals indicated below. In making these proposals on behalf of the Joint Trade Unions I would make the point that any progress made through negotiations based on these proposals would still require approval by our members. I have also been asked on behalf of the joint Trade Unions that we are allowed to address Cabinet directly and face to face in relation to these proposals. The Joint Trade Unions are having a meeting on Monday August 2nd, 2010 at 8.30am in London Road and we are available from 9.00am on that day if you wish any further discussion on these proposals.

1. The Joint Trade Union position remains that changes to Car Mileage Rates should be postponed to allow a more detailed look at the operational and cost implications around issues such as the purchase or lease of pooled vehicles in the light of staff withdrawing their cars for use at work.
2. The Joint Trade Unions still wish the following statement to be included in the Cabinet report:- ***“The Joint Trade Unions will engage constructively with the Council in on going review process in relation to Single Status issues”***
3. The Joint Trade Union remain of the view that a shift banding of 10%, 12.5% and 20% should be put in place.
4. The Joint Trade Unions take the view that two current grievances involving Social Work Drivers and four School Janitors re contractual overtime should be resolved by including these staff groups within the overall Conditions Of service Cash Preservation arrangements.
5. The Joint Trade Union recognise that overtime is worked in various areas of the Council. Whilst we would prefer that our members did not feel they had to work overtime, we recognise that it is a factor in some people’s jobs. We also accept that from an operational point of view it is necessary that overtime is sometimes worked and the Joint Trade Unions propose the following re future Overtime Payments:-
 - a) Sundays or Public Holidays - Double Time
 - b) Rest Days - Double Time with overtime on a Rest Day to be subject to a minimum payment of two hours at double time.
 - c) Saturdays and Free Days - Time and a half
 - d) All other times – Time and a half

Clarification Point – The above proposals represent a drop in overtime rates overall as Double Time and a fifth payments, which are currently paid are not contained within these proposals

East Ayrshire
Joint Trade Union Points on Standard Working Week

Introduction The Joint Trade Unions feel the proposed Core Working week of 6.00am – 10.00pm over Monday – Sunday is unreasonable and provides very little scope for recognising employees who work unsocial hours. It also compares unfavourable with the Standard Working Weeks arrangements in the neighbouring authorities of North & South Ayrshire.

Suggested Alternative Core Working Week The Joint Trade Union reps within the Conditions of service negotiating team would wish to put forward a proposal for a Core Working Week of 7.00am – 7.00pm, Monday to Sunday, to be given consideration.

Suggested Enhancements For Working Non Core Hours Where as part of their working week staff are required to work outwith the core hours detailed above they should be entitled to receive an additional allowance. This allowance should be based on the matrix below.

1. Up to 150 hours worked annually outwith core working week - 3% of contractual salary.
2. 150 – 350 hours worked annually outwith core working week – 6% of contractual salary.
3. 351 – 550 hours worked annually outwith core working week – 8% of contractual salary.
4. 551 – 750 hours worked annually outwith core working week – 10% of contractual salary.
5. 751 – 950 hours worked annually outwith core working week – 12% of contractual salary.
6. Over 951 hours worked annually outwith core working week – 15 % of contractual salary.

Contractual Nature of Non Core Working Hours Payment The contractual non core working payments should be in the view of the Joint Trade Unions apply to all hours worked up to the full time equivalent of a particular post, after which overtime premium rates will apply. The Joint Trade Union view is the contractual hours allowance will apply to the calculation of sickness, holiday and maternity and adoption pay.

Additional Clarification Point In making the above proposal the Joint Trade Unions do so on the basis of noting that there are separate arrangements for the payment of shifts and overtime.



Single Status

Conditions of Service



Quality | Equality | Access | Partnership

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INTRODUCTION

The 1999 Single Status Agreement sought to establish a single local government Workforce and to remove the previous differences in pay and conditions of service which had existed between former APT&C etc Staff and Manual Worker employee groups.

In implementing the Single Status Agreement, the Council has so far developed and implemented a revised Pay and Grading Scheme and required to agree new terms and conditions of service for the Local Government Employee workgroup. It was not an option to leave the current conditions of service unrationalised as to do so would expose the Council to possible challenge on the grounds of Equal Pay.

The Council recognises that it must move forward with these changes and support employees during the process.

IMPLEMENTATION DATE

The new terms and conditions of service will become effective from 1 August 2010.

SUMMARY OF MAIN TERMS AND CONDITIONS

This section summarises the main proposals contained within the revised terms and conditions of service.

There are a number of existing provisions that will not change, including:

- Sickness Provisions
- Pensions
- Maternity, Paternity and Adoption Provisions
- Special Leave
- Discipline and Grievance Provisions

- Code of Conduct, Acceptable Use Policy Governing the Personal Use of Communications Systems
- Harassment and Bullying Provisions
- Group Life Assurance provisions
- Redeployment and Redundancy provisions

The Council will also continue to recognise allowances in respect of:

- First Aid Allowances
- Registrar Allowances

STANDARD WORKING WEEK

The core working week will be Monday to Sunday 6 am to 10 pm.

No enhanced payments will be made for hours worked, as part of the normal working week, within this timescale.

The Council have no plans to impose changes to the existing working hours. Any future changes to existing arrangements will be the subject of early consultation and negotiation with a view to reaching a mutual agreement.

The specific hours at work might vary in accordance with the differing needs of services and the setting of the standard working week does not contain any other proposals to change current working arrangements.

PART-TIME WORKING

Employees working less than full-time hours will be paid the same grade as full-time employees doing the same job.

Holidays and all other entitlements such as first aid allowance will be paid on a pro-rata basis.

OVERTIME

Employees will be paid plain time for all hours worked up to 37 hours (the national standard working hours). In the case of former APT&C employees currently on 35 hours, the first two hours worked in any week over and above 35 hours will be paid at plain time.

Overtime payments will be based on an employee's hourly rate.

All Overtime payments will be at the rate of time and a half for all hours worked in excess of 37 hours per week except for overtime worked on a General or Public Holiday when the overtime payment will be at the rate of double time.

The overtime ceiling will be SCP 40 (top of G10). Where in exceptional circumstances it is agreed that an employee graded above G10 may work overtime then the hourly rate applicable will be SCP40.

SHIFT ALLOWANCE

There are three levels of Shift Allowance payments to reflect the relative complexities of the shift pattern as follows:

Basic Shift Pattern 10% of Hourly Rate

This is a shift rota as part of the employees' normal working week which does not include working between the hours of 10.00pm and 6am on a rota of no more than 2 weeks. To qualify for this payment, the employee's normal working pattern must not remain static but must change.

Medium Shift Pattern 12.5% of Hourly Rate

This is a shift rota as part of the employees' normal working week which does not include working between the hours of 10.00pm and 6am on a rota of no more than 3 weeks. To qualify for this payment, the employee's normal working pattern must not remain static but must change.

Complex Shift Pattern 15% of Hourly Rate

This is a shift rota as part of the employees' normal working week which includes working between the hours of 10.00pm and 6am on a rota of no more than 3 weeks. To qualify for this payment, the employee's normal working pattern must not remain static but must change.

ANNUAL LEAVE ENTITLEMENT

The annual leave entitlement will be:

Service	Entitlement
Less than 5 years	20 days
After 5 years	25 days
After 10 years	28 days
After 15 years	29 days
After 20 years	30 days

The Council's leave year is 1 January to 31 December. Employees will be able to carry over their annual leave until 31 January of the next year. Any annual leave not used by 31 January will be forfeited.

PUBLIC HOLIDAYS

The number of public holidays will remain at 12 fixed per annum. 2010 dates used for illustrative purposes:

<u>NEW YEAR</u>	<u>EASTER</u>
Friday 1 January	Friday 2 April
Monday 4 January	Monday 5 April
<u>MAY DAY</u>	<u>SEPTEMBER</u>
Monday 3 May	Friday 17 September
	Monday 20 September
<u>CHRISTMAS PERIOD</u>	
Monday 27 December	
Tuesday 28 December	
Wednesday 29 December	
Thursday 30 December	
Friday 31 December	

Departments will, subject to agreement with the Trade Unions, continue to have the facility to agree local variations to the above days.

WORK ON A GENERAL OR PUBLIC HOLIDAY

Employees required to work on a general or public holiday, as part of the working week will be paid in addition to normal pay for the time actually worked within normal working hours as follows:

Plain time with time off with pay in lieu at a later date on the following basis: -

Time worked

Time Off

Half of a normal day/night/shift or less

Half of normal day/night/shift

Over half a normal day/night/shift

The whole of a normal day/night/shift

or

At double time for the time actually worked within the normal working hours, with no time off at a subsequent date in lieu of the general or public holiday. (This equates to treble time).

WORK ON A REST DAY OR FREE DAY

Where required because of the existing working pattern, a free day and rest day will be determined dependent upon the working pattern of each job. Payment for hours worked on these days will be at the rate of time and a half.

CAR MILEAGE

Employees will be reimbursed business mileage on the basis of the Inland Revenue mileage rates i.e. currently first 10,000 miles at 40p per mile with 25p per mile thereafter.

The local public transport rate will be 25p per mile and other travelling expenses e.g. rail fares actually and necessarily incurred by employees in respect of journeys authorised to be undertaken in the performance of their duties will be reimbursed by the Council.

NIGHT WORKING ALLOWANCE

Employees will be paid at the rate of time and a third for work required at night as part of the normal working week for all hours worked between 10 p.m. and 6 a.m.

TEMPORARILY UNDERTAKING HIGHER DUTIES

Employees will be paid from day one for undertaking higher duties but payment to be linked to % of higher duties actually undertaken. The duties must be at a higher level and outwith the demands of their current job. The % payment to be kept under review to determine that it accurately reflects the higher duties being undertaken throughout the period involved.

This payment will not be paid where the higher graded postholder is absent on annual leave except in situations to avoid service failure e.g. where a squad needs a driver and someone requires to take on driver's duties to enable work to be undertaken. Employees will not be paid the higher duties payment while they are on sick leave, annual leave or maternity leave.

MARKET FORCES PREMIUM

The facility to make a payment of 5% of salary in accordance with the Policy agreed previously by the Council will remain. Included within this allowance will be the £1,500 per annum paid to those employees who are required to exercise statutory responsibilities under relevant Mental Health legislation within Social Work to reflect its positive influence on recruitment and retention rather than as a payment for holding a specific qualification.

STANDBY DUTY ALLOWANCE

A standby duty allowance will be paid where employees are required to participate in a formal standby duty rota and remain at home after normal working hours and at weekends to deal with emergencies as they arise. This will also incorporate disturbance and call out payments. The current standby allowances are:

Standby Duty Allowance (Effective from 1 April 2009)

For each complete week of standby duty actually performed	£80.24
Plus	
For each public holiday or extra statutory holiday in that week	£15.05
For broken periods of standby duty:	
Monday to Friday	£7.99
Saturday	£17.02
Sunday, public and extra statutory holiday	£23.18

SUBSISTENCE ALLOWANCES

Employees who are prevented by their official duties from taking a meal at their home or Administrative Centre or establishment where they normally take their meals or who are required to be absent overnight while working are entitled to be reimbursed for additional expenditure incurred as follows:

Meal	Cost
Breakfast	£4.48
Lunch	£6.17
Tea	£2.43
Evening Meal	£7.64

MEAL CHARGES

The current meal charges to former Residential and Nursery Employees are as follows:.

Meal	Cost
Breakfast	61p
Dinner/Main Meal	£1.09
Tea	32p
Snack Supper	48p
	£2.50 per day
On a weekly basis	£17.50
On a monthly basis	£76.04
On an annual basis	£912.50

OUT OF POCKET EXPENSES

The current out-of-pocket expenses allowances for employees on residential training courses are as follows:

Daily	£3.63
Weekly	£14.55

RECALL TO WORK

An employee who has returned home at the end of the working day and who is recalled to work will be paid overtime as follows:

Return to work is less than two hours	A payment of two hours at time and a half
Return to work is more than two hours	Time and a half paid for all hours actually worked as overtime

DISTURBANCE/CALL OUT PAYMENT

Employees not undertaking standby duty who are contacted or called out will be paid on the following basis.

For each occasion on which an employee is contacted and which results in the exercise of skills for which the standby duty is required, either at the employee's home or elsewhere will be paid a payment of £17.63. An employee will, however, only be entitled to receive one such payment within each period of two hours, commencing with the first contact.

Where the call out or subsequent disturbance or call out is in excess of one hour, the employee will be entitled to further payment for the whole period of disturbance or call out at the appropriate overtime rate.

RELOCATION EXPENSES

Financial assistance to enable prospective employees to relocate their home in order to take up employment with the Council is available limited to a maximum of £5,500 inclusive of VAT. Details of the criteria and categories of expenses are outlined in the Council's Relocation Scheme.

PAY CYCLE

All employees will be paid 4 weekly from a future date to be agreed with the Trade Unions.

NOTICE PERIOD

The minimum notice period to terminate employment by both employees and the Council will be 4 weeks for all local government employees except for temporary employees where a shorter notice period can be objectively justified. Employees may be able to negotiate a shorter notice period by agreement with their Head of Service.

CASH CONSERVATION (PAY PROTECTION)

The Council has endeavoured to minimise any adverse impact on employees as much as possible. The Council is committed to ensuring that employees are supported as necessary through this period.

Cash preservation will apply for a period of 3 years from the Implementation date and will apply to contractual payments only. Casual overtime is not contractual.

The term cash conservation means that any cost of living pay award will not be applied whilst an employee is on cash preservation during the 3 year period. The relevant cash conserved amount will continue until the end of the three year cash conservation period or earlier if as a result of pay awards the basic salary plus contracted earning exceeds the current total earnings.

All correspondence to employees will detail if they are in a cash conservation position and will outline the value of the pay protection.

PENSION ISSUES

Employees whose current total earnings results in a cash conservation payment and who are members of the Strathclyde Pension Fund will receive a Certificate of Material Change in Circumstances which will remain in force for a period of 10 years. The purpose of the Certificate of Material Change in Circumstances is to ensure that employees' pensions are protected despite a reduction in earnings.

Further details will be issued with the formal notification of the implementation of the revised terms and conditions of service.

AUGUST 2010