

# Scottish Joint Council

## National Agreement on Pay and Conditions of Service for Local Government Employees 2013

Version 2 Issued July 2024

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## Introduction

The Scottish Joint Council has reviewed the National Agreement on Pay and Conditions of Service for Local Government Employees (Red Book) to update the agreement in light of legislative changes since 1999. The review did not re-negotiate any element of the agreement but concentrated on ensuring the agreement is currently fit for purpose. The Implementation Agreement remains as it contains some key principles that underpin the various parts of the agreement. Similarly, the various parts of the agreement remain however it is recognised that Part 3, other Scottish provisions which may be modified by local negotiation, may have a limited lifespan.

The review was conducted by representatives of both sides of the Scottish Joint Council and endorsed by the Scottish Joint Council Annual General Meeting on **Thursday 28 November 2013**.

Version 2, agreed by SJC Joint Secretaries on 7 June 2024, updates the 2013 version with changes to the text agreed in circulars SJC-56 (2018), SJC-64 (2020), and SJC-70 (2022). Minor formatting and erratic numbering issues were also corrected.

## Implementation Agreement

1. This provides for the implementation of the agreement between the Scottish Employers and the Trade Unions to a) introduce a new Scottish agreement in place of the APT & C handbook (Blue Book) (including provision for Nursery and Residential staffs) and the Manual Workers Handbook (Green Book); and to b) merge the existing negotiating machinery for APT & C and Manual Workers.

**Note:** Any references in the Scheme hereafter to APT & C employees also includes Nursery and Residential employees, where appropriate.

2. From 1 July 1999 the Scottish agreement for former APT & C and Manual employees will consist of a new handbook to be known as the Red Book. It will comprise the following four parts:

**Part 1** – Principles

**Part 2** – Key National Provisions

**Part 3** – Other National Provisions

**Part 4** – Joint Advice

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

Pay and Grading  
Working Time arrangements  
Method and Frequency of Payment  
Bonus

## Pay and Grading

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

## Working Time Arrangements

16. The standard working week will be 37 hours for all full-time employees. However, the Scottish Joint Council has agreed that the reduction from 39 to 37 hours should be introduced on a phased basis. Accordingly, as an indication of the Scottish Joint Council's commitment to the principles of Single Status a one-hour reduction in the working week for employees working more than 37 hours per week will apply from 1 April 2000. The subsequent reduction to 37 hours will take effect at the point when they assimilate to the new pay spine or by April 2002 at the latest.
17. In implementing the provisions of the agreement, the local parties should endeavour to minimise costs whilst ensuring service delivery standards are maintained. It is the view of the SJC that it is in the interests of both local parties that employees will maintain existing output levels where the working hours are reduced. It is the view of the Scottish Joint Council that for part-time employees existing contractual hours should be maintained. The SJC advises the local parties to co-operate in minimising the costs of reducing the working hours in order to protect jobs and services.
18. From 1 July 1999 the Conditions of Service for new and existing employees will be as set out in the Red Book but as stated in paragraph 11, until the job evaluation exercise has been completed the existing grading provisions and pay rates for APT & C Staff and Manual Workers will continue to apply unless superseded by local arrangements.

## Methods and Periods of Payment

19. The SJC advises the local parties to co-operate in rationalising pay frequencies and payments in order to minimise the costs of single status.

## Protection

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

## Bonus

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

## Service

22. Employees in post at 30 June 1999 will retain entitlement based on their service as set out in the former APT & C and Manual Worker Scottish agreements operative at that date.

## Sickness Allowances

23. The sickness provisions as detailed in paragraph 10 of Part 2 will apply to all employees after 1 July 1999. However, employees in post at 30 June 1999 will not be required to have 26 weeks continuous service in order to be entitled to the occupational sickness provisions.



## **ANNEX: Scottish Joint Council Salaries – Industrial Relation Circulars**

The most recent current pay circular is available from local authorities or the COSLA Employers website.

## Part 1 - Principles

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

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

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

If the conciliation is unsuccessful, the joint secretaries may recommend further procedures for resolution of the difference, including external

conciliation, mediation, or binding ACAS arbitration. The above procedures should, if possible, be completed normally within a further three months.

#### **PART 4**

#### **JOINT ADVICE**

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

## Part 2 - Key Scottish Provisions

### 1. Equalities and Diversity

- 1.1. Employees will be afforded equal opportunities in employment irrespective of disability, gender, transgender, race, religion or belief, pregnancy or maternity, age, sexual orientation and marital or civil partnership status.
- 1.2. Councils will ensure that unlawful discrimination and harassment is eliminated, and equality of opportunity promoted in all areas of employment including recruitment, training, and development, pay, promotion and exit arrangements.
- 1.3. Councils will develop, publish, and regularly review an equal pay policy, including measures to ensure equality of promotion and development and to address occupational segregation.
- 1.4. Conditions are equally applicable to all employees irrespective of hours worked and employment status (in line with legislation).
- 1.5. Councils are required to produce and publish an equalities scheme, compliant with their duties under the relevant legislation and to undertake and produce equal pay audits along with an equal pay statement.

### 2. Official and Professional Conduct

- 2.1. Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.
- 2.2. Councils will produce, publish, and regularly review codes of practice covering official conduct and the obligations of employees and employers e.g. ethical standards and political restriction.
- 2.3. Councils and employees will promote and adhere to all relevant professional codes of practice.

### 3. Training and Development

- 3.1. Councils should have in place schemes to identify training needs in line with service plans.
- 3.2. Employees who have worked continuously for at least 26 weeks have the statutory right to apply for 'time to train'.
- 3.3. Employees attending or undertaking approved training and/or development are entitled to payment of normal earnings, all prescribed fees and other relevant expenses arising.

- 3.4. All training and development provision must be planned, delivered, and monitored on the basis of equality of access for all. Resources for training and development will be shared equitably according to agreed need.
- 3.5. Part time employees or employees on fixed term contracts should have access equal to that of full time permanent employees and when on training courses outside their contracted daily hours shall be paid on the same basis as full time permanent employees.

#### 4. Health, Safety and Employee Wellbeing

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

#### 5. Pay and Grading

- 5.1. The pay and grading of jobs must be fair and non-discriminatory, complying with equal pay legislation and associated Codes of Practice and it is recommended that the job evaluation scheme which has been developed for Scottish councils be used.
- 5.2. The basic pay of each employee will consist of a point or points on the spinal column of hourly rates. There needs to be objective justification for the pay and grading arrangements applied.
- 5.3. Employees dissatisfied with the grade of their post are entitled to appeal for a reconsideration of the grade outcome under the locally agreed procedure. While there is no general right of appeal to the Scottish Joint Council, where there are matters of dispute regarding an individual's rights under the scheme, there is a joint mechanism to deal with this through referral to the Joint Secretaries.
- 5.4. Local arrangements will be agreed with the recognised trade unions to recognise temporary additional duties where employees undertake higher level duties.

#### 6. Working Time Arrangements

- 6.1. The standard working week will be 37 hours for all full time employees as set out in paragraph 15 of the Implementation Agreement. Councils should determine the working time arrangements in accordance with service need and in agreement with Trade Unions.
- 6.2. Employees who are required to work non-standard patterns of work will be compensated in accordance with the provisions of Section 2 of Part 3.

- 6.3. Variations to the established working week or patterns of work will be reasonable and subject to adequate notice.
- 6.4. Working arrangements will comply with relevant Health and Safety legislation, including the European working time directive and its associated UK legislation.

## 7. Leave

- 7.1. Councils will ensure that employees receive their statutory entitlements to leave. The entitlement should be calculated on a pro-rated basis for non-standard working patterns.

### Public Holidays

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

### Annual Leave

- 7.3. Each council will set and publish its leave year.
- 7.4. The minimum paid annual leave entitlement is twenty one days (or twenty nine<sup>1</sup> days including public holiday entitlement). An employee who has at least five years continuous service at the commencement of the leave year qualifies for a further five days annual leave.
- 7.5. The entitlements to annual leave and public holidays as expressed above applies to five day working patterns. For alternative working patterns equivalent leave entitlements will be calculated and this may be in hours over the leave year.
- 7.6. The annual leave entitlement of employees leaving or joining a council will be proportionate to their completed service during the leave year.
- 7.7. Where an employee has been absent through illness for a period exceeding three months the council will have discretion to limit the annual leave to an amount equal to the period of actual service given during the leave year, provided the period of annual leave does not fall below the statutory minimum (currently 5.6 weeks' paid holiday per year. 28 days for an employee who works 5 days a week<sup>2</sup>).

### Special Leave

- 7.8. Councils should produce and publish a policy detailing leave available, with or without pay, to support work life balance and covering leave for National, Public, Community Service and Reserve Forces.

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<sup>1</sup> SJC 70 Salaries Agreement FY22-23

<sup>2</sup> Updated to comply with legislation

## Public Duties

- 7.9. Paid leave of absence will be granted for employees undertaking jury service and paid leave of absence, with the approval of the council, will be granted to employees serving on public bodies or undertaking public duties.
- 7.10. Where any allowances are claimable for loss of earnings the employee should claim and pay the allowance to the employing council.

## Health

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

## 8. Sickness Provisions

### Attendance Management

- 8.1. Councils should produce and publish a policy to address sickness absence and support attendance.

### Sickness Allowances

- 8.2. The provisions relating to sickness allowances which are payable by the council are set out in clause 8.10. These allowances are complementary to the statute based payments which an employee may receive and are subject to a range of conditions, many of which are additional to those applying to the statute based payments.
- 8.3. An employee is not entitled to receive sick pay under the scheme unless:
- a) notification is made immediately to the person identified for this purpose by the council;
  - b) further notification is made as required by the council;
  - c) a medical statement is submitted to the council not later than the eighth calendar day of absence;
  - d) subsequent medical statements are submitted as necessary;
  - e) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.
- 8.4. Where, for the purpose of qualifying for sick pay under the scheme, a council requires a medical statement from an employee, the council will, with exception of 8.3c above, reimburse the employee the costs of such a statement on the provision of a receipt.

- 8.5. An employee who falls sick during the course of annual leave will be regarded as being on sick leave from the date of a medical statement provided notification arrangements outlined at 8.3 have been satisfied.
- 8.6. Where an employee is receiving sick pay under the scheme, sick pay will continue if a public or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday will be given. Where an employee has exhausted sickness allowance entitlement, no payment should be made in respect of a public holiday occurring during the period of absence.

#### Exclusion from Entitlement

- 8.7. There is no entitlement to sickness allowance if an employee:
- a) has less than 26 weeks continuous service;
  - b) goes sick during a stoppage of work at the place of employment due to a trade dispute, unless the employee has not taken part in the trade dispute and has no direct interest in it;
  - c) on the first day of sickness has already exhausted or subsequently exhausts sickness allowance entitlement (see sub-clause 8.10);
  - d) on the first day of sickness is in legal custody or is subsequently taken into legal custody;
  - e) fails to satisfy or to continue to satisfy the notification or certification requirements;
  - f) is absent on maternity leave;
  - g) terminates or has their contract of employment terminated.

#### Note:

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

- 8.8. Sick pay may be suspended if an employee abuses the sickness scheme or is absent on account of (i) sickness due or attributable to deliberate conduct prejudicial to recovery; or (ii) the employee's own misconduct or neglect; or (iii) active participation in professional sport; or (iv) injury while working in the employee's own time on their own account for private gain or for another employer. The council will advise the employee of the ground for suspension and the employee



will have a right of appeal to the appropriate committee of the council. If the council decides that the grounds were justified, then the employee will forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

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

Payment and Period of Entitlement

- 8.10. An employee’s entitlement to sickness allowance will depend on length of continuous service as follows:

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

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

- 8.12. The period during which sick pay will be paid, and the rate of sick pay, in respect of any period of absence will be calculated by deducting from the employee’s entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence except that neither the aggregate nor the twelve 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.

Calculation of Allowance

- 8.13. In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Employment and Support Allowance receivable will secure the equivalent of normal pay.

8.14. 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 Employment and Support Allowance receivable, so long as the total sum does not exceed normal pay.

#### Definition of Normal Pay

8.15. 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.

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

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

8.17. In the case of employees in receipt of National Insurance benefit or State pension, the full allowance shall be a sum which when added to any payment received by the employee (including dependant's allowances) as a result of sickness absence will be a sum equal to normal pay.

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

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

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

#### Note:

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

employment, the employee will nonetheless be entitled to the industrial injury allowance, despite the fact that no entry has been made in the Accident Book.

#### Medical Examination

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

#### Infectious Diseases

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

### 9. Family Leave and Entitlements

#### Maternity Leave

9.1. An employee is entitled to 52 weeks of Maternity Leave (ML), regardless of length of service. The 52 weeks comprises 26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave.

9.2. ML can begin from a date not earlier than the 11th week before the Expected Week of Childbirth (EWC) unless childbirth has taken place prior to this. The period of ML may commence on any day of the week. During the ML period all the employee's contractual terms and conditions, with the exception of remuneration, continue to apply.

#### Compulsory Maternity Leave

9.3. An employee is required to take compulsory maternity leave of 2 weeks starting the day on which childbirth occurs.

#### Maternity Pay

9.4. An employee with less than 26 weeks' continuous service at the beginning of the 15th week before the EWC will have no entitlement to maternity pay. She may, however, be entitled to Maternity Allowance payable through the Department of Work and Pensions.

9.5. An employee with at least 26 weeks' continuous service at the beginning of the 15th week before the EWC is entitled to be paid:

- (a) Occupational Maternity Pay (OMP) - for the first six weeks of absence an employee will be entitled to nine-tenths of a week's pay offset against

payments made by way of Statutory Maternity Pay (SMP) or Maternity Allowance (MA) where eligible.

- (b) Occupational Maternity Pay (OMP)- for the subsequent 12 weeks the employee will be paid half a week's pay without deduction except by the extent to which the combined pay and SMP (or MA and any dependants' allowances if the employee is not eligible for SMP) exceeds full pay.
- (c) SMP for the remaining 21 week<sup>3</sup> period, provided that the employee's average weekly earnings are not less than the lower earnings limit for National Insurance contribution liability.
- (d) Payments made by the council during maternity leave under (a & b) above will be made on the understanding that the employee will return to council employment for a period of at least three months, which may be varied by the council on good cause being shown and, in the event of the employee not doing so, they will refund the monies paid, or such part thereof, if any, as the council may decide. Payments made to the employee by way of SMP are not refundable.

9.6. For the purposes of entitlements regarding annual leave, the occupational sickness scheme and the occupational maternity scheme continuous service will include continuous previous service with any public authority to which The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 applies as amended.

9.7. Other than Keeping In Touch Days (as described in paragraph 9.47 below), when an employee returns to work before the full ML period then her entitlement to any balance of maternity leave and maternity pay ceases. The employee will receive her normal salary from the date of her return to work.

#### Notification of Start of Maternity Leave

9.8. To qualify for maternity leave and pay, an employee must notify the council in writing of:

- (a) the fact that she is pregnant;
- (b) the expected week of childbirth or the actual date of the birth, if this has already occurred; and
- (c) the date she wishes ML to commence (the notified leave date).

9.9. The notification set out above must be given to the council not later than 21 days before maternity leave commences, or as soon as is reasonably practicable.

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<sup>3</sup> Updated to comply with legislation

- 9.10. Confirmation of the pregnancy and expected date of childbirth should be given in the form of a maternity certificate (form MAT B1) from a registered medical practitioner or midwife.

#### Notification of Birth

- 9.11. An employee should notify the council, as soon as is reasonably practicable, of the date of the birth of her child.

#### Notification of Return from Maternity Leave

- 9.12. An employee who wishes to return to work earlier than the end of the ML period must give the council 28 days' notice. If the appropriate notice is not given, the council may postpone her return for up to 28 days (but not to a date later than the end of the ML period).
- 9.13. No notification is required for an employee returning to work on the first working day following the end of the ML period.

#### Antenatal Care

- 9.14. A pregnant employee shall be allowed to take such reasonable time off, without loss of pay, as is required to attend for antenatal care, on production of evidence of appointments (if required by the council).

#### Stillbirth and Neonatal Death

- 9.15. In the event of a stillbirth after 24 weeks of pregnancy, or neonatal death, an employee is entitled to maternity leave and pay provisions.

#### Sick Leave and Maternity Leave

- 9.16. Where an employee is absent before the start of the maternity leave period due to illness, the absence will be treated as sickness absence except when paragraph 11.17 below applies. This includes absence due to miscarriage (that is, prior to the 24th week of pregnancy).
- 9.17. If an employee is absent because of a pregnancy related illness, and there are fewer than four weeks before her baby is due, she will be deemed to have commenced ML.
- 9.18. Where an employee is unable to return to work after the ML period has ended, or on the date previously notified, due to sickness, the normal sickness notification and certification procedures as set out in Section 10 apply (Sickness Provisions).

#### Annual Leave – Maternity

- 9.19. Annual leave shall accrue during the period of ordinary and additional maternity leave.

- 9.20. Maternity leave shall either fall within one leave year or span two leave years. Statutory leave must be provided by the council and must be taken by the employee for each leave year spanned by the period of maternity leave.
- 9.21. The balance of annual leave in each leave year which accrues from the period of maternity leave can be taken as paid leave or, if agreed between the council and the employee, can be paid in lieu.
- 9.22. An employee on maternity leave which spans two leave years shall receive at the end of the first leave year a statement which notifies: the leave taken to the commencement of the maternity period and the leave accrued during the maternity period in that leave year (contractual entitlement minus leave taken). The balance to be carried forward into the next leave year.
- 9.23. When an employee has notified the council of the intended date of return, the council will issue a statement of the employee's annual leave entitlement effective at that date, including any balance of statutory leave which will require to be taken.
- 9.24. On return from maternity leave the employee shall take any remaining leave in that leave year. Where it is not practicable to take that leave in full or in part any balance will be carried forward into the next leave year but must be taken as leave. The timing of this leave shall take account of the needs of the service.
- 9.25. Where an employee gives written notice to the council that she does not intend to return to work at the end of her ML period, the council will make a payment in lieu of leave accrued during the ML period.

#### Adoption Leave

- 9.26. An employee is entitled to 52 weeks of Adoption Leave (AL) regardless of length of service. The 52 weeks comprises 26 weeks' Ordinary Adoption Leave and 26 weeks' Additional Adoption Leave.
- 9.27. The AL may begin:
  - (a) from the date of the child's placement; or
  - (b) from a fixed date up to 14 days before the expected date of placement.
- 9.28. Where more than one child is placed as part of the same adoption arrangement, only one period of leave will be granted.
- 9.29. Where a couple jointly adopts a child, the couple must choose one person to take the adoption leave.

### Adoption Pay

- 9.30. An employee who has less than 26 weeks' continuous service, prior to the week in which she/he is notified of being matched with a child for adoption, is entitled to 52 weeks' AL without pay.
- 9.31. An employee who has 26 weeks' continuous service prior to the week in which she/he is notified of being matched with a child for adoption will be entitled to be paid:
- (a) Occupational Adoption Pay (OAP) for the first six weeks of absence an employee will be entitled to nine-tenths of a week's pay offset against payments made by way of Statutory Adoption Pay (SAP) where eligible.
  - (b) Occupational Adoption Pay (OAP) for the subsequent 12 weeks the employee will be paid half a week's pay without deduction except by the extent to which the combined pay and SAP exceeds full pay.
  - (c) SAP for the remaining 26 week period, provided that the employee's average weekly earnings are not less than the lower earnings limit for National Insurance contribution liability.
  - (c) Payments made by the council during adoption leave under (a & b) above will be made on the understanding that the employee will return to council employment for a period of at least three months, which may be varied by the council on good cause being shown and, in the event of the employee not doing so, they will refund the monies paid, or such part thereof, if any, as the council may decide. Payments made to the employee by way of SAP are not refundable.
- 9.32. Other than Keeping In Touch Days (as described in paragraph 9.47 below), when an employee returns to work before the full AL period then her/his entitlement to any balance of adoption leave and adoption pay ceases. The employee will receive her/his normal salary from the date of her/his return to work.

### Notification of Start of Adoption Leave

- 9.33. An employee must inform the council in writing of her/his intention to take AL within 7 days of being notified by their adoption agency that they have been matched with a child for adoption (where this is reasonably practicable)
- 9.34. Such notification must include:
- (a) the expected date of placement;
  - (b) the date on which they intend to start their adoption leave; and
  - (c) a matching certificate from the adoption agency.

- 9.35. An employee who wishes to change the date on which her/his adoption leave starts must give the council 28 days' written notice, where this is reasonably practicable.
- 9.36. The council will respond in writing, within 28 days, to an employee's notification to change the start date of adoption leave and will also state the latest date on which the employee is expected to return to work.

#### Notification of Return from Adoption Leave

- 9.37. An employee who wishes to return to work prior to the end of the adoption leave period must give the council 28 days' notice. If the appropriate notice is not given, the council may postpone her/his return for up to 28 days, or to the end of the adoption leave period if this is earlier.

#### Pre-Adoption Meetings

- 9.38. An employee who is adopting will be allowed to take such reasonable time off, without loss of pay, as required to attend pre-adoption meetings, on production of evidence of appointments (if required by the council).

#### Termination of Placement

- 9.39. Where the adoption placement ends, for any reason, during the adoption leave, the employee will notify the council. Where the adoption placement ends within the first 26 weeks of AL the employee will be entitled to remain absent from work until the end of the 26 week period. Where the adoption placement ends after the 26th week of AL the employee will be entitled to remain absent on AL for up to 8 weeks after the end of the placement or until the end of the AL period, whichever is sooner. Notification of the intended date of return should be given in accordance with paragraph 9.37 above.

#### Annual Leave – Adoption

- 9.40. Annual leave shall accrue during the period of ordinary and additional adoption leave.
- 9.41. Adoption leave shall either fall within one leave year or span two leave years. Statutory leave must be provided by the council for each leave year spanned by the period of adoption leave.
- 9.42. The balance of annual leave in each leave year which accrues from the period of adoption leave can be taken as paid leave or, if agreed between the council and the employee, can be paid in lieu.
- 9.43. An employee on adoption leave which spans two leave years shall receive at the end of the first leave year a statement which notifies: the leave taken to the commencement of the adoption period and the leave accrued during the



adoption period in that leave year (contractual entitlement minus leave taken).  
The balance to be carried forward into the next leave year.

- 9.44. When an employee has notified the council of the intended date of return, the council will issue a statement of the employee's annual leave entitlement effective at that date, including any balance of statutory leave which will require to be taken.
- 9.45. On return from adoption leave the employee shall take any remaining leave in that leave year. Where it is not practicable to take that leave in full or in part any balance will be carried forward but must be taken as leave. The timing of this leave shall take account of the needs of the service.
- 9.46. Where an employee gives written notice to the council that she/he does not intend to return to work at the end of the AL period, the council will make a payment in lieu of leave accrued during this period.

#### Keeping in Touch Days

- 9.47. During both ML and AL, the employee is allowed up to ten days at work with normal pay as Keeping In Touch Days, without bringing the ML or AL period to an end. Normal pay will be an amount inclusive of SMP, SAP or Maternity Allowance, as appropriate. These days do not have to be consecutive and can be used for training or any other activity which enables the employee to keep in touch with the place of employment. Keeping In Touch Days can only be taken following agreement between the employer and the employee on both the activity and timing.

#### Pension

- 9.48. The employer shall continue to make full pension contributions during the period of paid ML or AL.

#### Maternity and Adoption Support Leave and Pay

- 9.49. Support Leave of one week with normal pay will be granted to the spouse or partner or nominated carer of an expectant mother or of someone taking adoption leave at or around the time of birth or placement. The nominated carer is the person nominated by the mother or the person taking adoption leave to assist in the care of the child and to provide support to her/him.
- 9.50. Maternity Support Leave and Adoption Support Leave can be taken:
- (a) from the date of the child's/children's birth or placement for adoption; or
  - (b) from another date after the child's/children's birth or placement for adoption.

This is subject to paragraphs 9.56 and 9.59 below.

## Ordinary Paternity Leave and Pay

- 9.51. In addition to the maternity support leave described above, an employee who is the spouse or partner of an expectant mother (and who has at least 26 weeks' continuous service at the start of the 15th week before the baby is due) is entitled to a further week's Ordinary Paternity Leave (OPL).
- 9.52. In addition to the adoption support leave described above, an employee who is the spouse or partner of a person taking adoption leave and who has at least 26 weeks' continuous service at the start of the notification week is entitled to a further week's OPL.
- 9.53. OPL can be taken:
- (a) from the date of the child's/children's birth or placement for adoption; or
  - (b) from another date after the child's/children's birth or placement for adoption.
- 9.54. Leave can start on any day of the week but must be taken within 52<sup>4</sup> weeks of the actual birth or placement date. If the birth is early, leave must be taken within the period from the actual date of the birth up to 52 weeks after the expected week of birth.
- 9.55. An employee who is on OPL shall receive Statutory Paternity Pay (SPP).
- 9.56. An employee who wishes to take OPL must inform the council within 28 days of her/his intention to take paternity leave. In the case of adoption, employees must inform their employers of their intention to take paternity leave within 7 days of the employee being notified by their adoption agency that they have been matched with a child/children, unless this is not reasonably practicable. He/she must state in writing:
- (a) the expected week of childbirth or date of placement for adoption; and
  - (b) when they want the leave to start.
- 9.57. Employees are able to take their two weeks paternity leave entitlement as two separate blocks of one week or as two consecutive weeks. The first week will be support leave and paid at full pay while the second week will be Ordinary Paternity Leave and SPP will be paid.
- 9.58. The employee shall accrue annual leave during the leave period. This leave should be taken following the employee's return to work. The timing of this leave is subject to the overriding needs of the service.
- 9.59. Employees may alter the date on which their leave starts by giving 28 days' notice in writing, where this is reasonably practicable.

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<sup>4</sup> Updated to comply with legislation (9.54 to 9.57)

- 9.60. Only one period of leave is available to employees, irrespective of whether more than one child is placed for adoption or in the case of multiple births.
- 9.61. An employee shall be entitled to the above provisions in circumstances where the child is stillborn after 24 weeks or has died or where the child's mother has died within the period of leave.
- 9.62. The paternity leave and pay provisions allow for up to 2 weeks' OPL and SPP for employees who meet the criteria. The provisions above provide for normal pay for the first week and SPP for the second week. In the first week SPP is offset against normal pay.

#### Additional Paternity Leave

- 9.63. In addition to maternity and adoption support leave and pay, and ordinary paternity leave and pay, an employee may have the right to up to 26 weeks' Additional Paternity Leave (APL) if he/she has at least 26 weeks' continuous service at the start of the 15th week before the EWC, or has at least 26 weeks' continuous service prior to the week\* he/she is notified of being matched with a child for adoption, and remains in continuous employment with the council until the week before the first week of the APL period begins.

(\* for adoption from overseas the relevant date for service qualification is the child's date of entry into Great Britain).

- 9.64. The employee must either be the child's father or be married to or be the partner or civil partner of the child's mother or adopter. The employee must have, or expect to have, the main responsibility (apart from any responsibility of the mother or adopter) for the upbringing of the child.
- 9.65. APL is for a maximum of 26 weeks and can only be taken if the child's mother or adopter has:
- (a) been entitled to one or more of the following - Statutory Maternity leave, Statutory Maternity Pay, Maternity Allowance or Statutory Adoption Leave or Pay; and
  - (b) returned to work from Statutory Maternity Leave or Statutory Adoption Leave and ceased claiming any relevant pay.
- 9.66. APL can be taken between 20 weeks and one year after the child is born or placed for adoption. The leave must be taken in multiples of complete weeks and as one continuous period, with the minimum period being 2 weeks.
- 9.67. If the employee's child dies during APL or during the period of notice that the employee has given in respect of taking APL, the period of additional paternity leave will terminate at the end of the week that falls 8 weeks after the death of the child. If the notified date occurs less than 8 weeks after the death of the

child, the notified date will apply as the end of the APL period. These conditions also apply where an adoption placement ends, for any reason.

#### Additional Statutory Paternity Pay

- 9.68. An employee who is on APL may also be entitled to receive Additional Statutory Paternity Pay (ASPP).
- 9.69. For an employee to be entitled to ASPP, the child's mother or adopter must have returned to work from Statutory Maternity Leave or Statutory Adoption Leave and ceased claiming any relevant pay, with at least two weeks of the unexpired Statutory Maternity Pay period or Statutory Adoption Pay period or Maternity Allowance period remaining.
- 9.70. ASPP is only payable during the period of the child's mother's or adopter's 39 week Statutory Maternity leave, Statutory Maternity Pay, Maternity Allowance or Statutory Adoption Leave, or Pay period. ASPP will be payable for such of the unexpired SMP period or SAP period as is included within the period of APL taken.

#### Notification of Start of Additional Paternity Leave

- 9.71. To qualify for APL and ASPP, an employee must provide the council with the following:
- (a) A leave notice specifying;
    - i. the expected week of childbirth or the date of notification of being matched with a child for adoption; or for overseas adoption the date of official notification of the adoption.
    - ii. the actual date of birth, if this has already occurred, or date of placement for adoption; or for overseas adoption the date of entry into Great Britain; and
    - iii. the dates he/she wishes APL to commence and end.
  - (b) A signed declaration from the employee stating that the employee is either the father of the child or the spouse, partner or civil partner of the child's mother or adopter, and that the purpose of the period of leave will be to care for the child and that the conditions set out in paragraph 9.64 above, have been satisfied.
  - (c) A signed declaration from the child's mother or adopter confirming:
    - i. their name, address, and National Insurance number;
    - ii. the date she/he intends to return to work from Statutory Maternity Leave or Statutory Adoption Leave;

- iii. that the father, husband, partner, or civil partner satisfies the conditions set out in paragraph 9.64;
- iv. that the father, husband, partner, or civil partner is, to their knowledge, the only person exercising the entitlement to APL in respect of their child; and
- v. that she/he consent to the council processing the information that she/he has provided to them.

#### Note

Within 28 days of receipt of the employee's leave notice the Council can request (i) a copy of the child's birth certificate or name and address of the adoption agency and confirmation of the date of adoption placement, and (ii) the employment details of the mother or adopter who is taking the maternity/adoption leave. The employee has 28 days in which to respond to the request.

- 9.72. The notification set out in paragraph 9.71 must be given to the council not less than 8 weeks before the start date chosen for the period of leave.
- 9.73. The Council shall, within 28 days of receipt or notice, confirm the dates of the APL to the employee in writing.

#### Notification of Return from Additional Paternity Leave

- 9.74. An employee who wishes to return to work earlier than the end of the APL period must give the council 6 weeks' notice. If the appropriate notice is not given, the council may postpone the return if it is not reasonably practicable to accommodate the requested change in arrangements. The extent of any such postponement is limited to the earlier of the end of a 6 week notice period or the original return date.

#### Keeping-In-Touch Days during Additional Paternity Leave

- 9.75. During APL, the employee is allowed up to 10 days at work with normal pay as Keeping In Touch Days, without bringing the APL period to an end. Normal pay will be an amount inclusive of ASPP, as appropriate. These days do not have to be consecutive and can be used for training or any other activity which enables the employee to keep in touch with the place of employment. Keeping In Touch Days can only be taken following agreement between the employer and the employee on both the activity and timing.

#### Annual Leave - Additional Paternity Leave

- 9.76. Annual leave shall accrue during the period of additional paternity leave.

- 9.77. APL leave shall either fall within one leave year or span two leave years. Statutory leave must be provided by the council and must be taken by the employee for each leave year spanned by the period of APL.
- 9.78. An employee on APL which spans two leave years shall receive at the end of the first leave year a statement which notifies: the leave taken to the commencement of the APL period and the leave accrued during the APL period in that leave year (contractual entitlement minus leave taken). The balance to be carried forward into the next leave year.
- 9.79. When an employee has notified the council of the intended date of return, the council will issue a statement of the employee's annual leave entitlement effective at that date, including any balance of statutory leave which will require to be taken.
- 9.80. On return from adoption leave the employee shall take any remaining leave in that leave year. Where it is not practicable to take that leave in full or in part any balance will be carried forward but must be taken as leave but must be taken as leave. The timing of this leave shall take account of the needs of the service.
- 9.81. The balance of annual leave accrued during APL that is being taken as paid leave shall be taken following the end of the APL period. The timing of this leave is subject to the overriding needs of the service.
- 9.82. Where an employee gives written notice to the council that she/he does not intend to return to work at the end of the APL period, the council will make a payment in lieu of leave accrued during the APL period.

#### Right to Return to Work

- 9.83. An employee has the right to return from the periods of leave described in this Section to the post in which she/he was employed. This will be under the original contract of employment and on terms and conditions not less favourable than those which would have been applicable to her/him had she/he not been on maternity, adoption, or paternity leave.
- 9.84. Where it is not practicable, by reason of redundancy, for the council to permit the employee to return to work in her/his post, the employee is entitled to be offered a suitable alternative vacancy where one exists.
- 9.85. Suitable alternative employment may also be offered in exceptional circumstances other than redundancy (e.g. a general reorganisation) which would have occurred if the employee had not been on maternity or adoption leave, and where these circumstances necessitate a change in the post in which she/he was employed prior to her/his leave commencing.
- 9.86. A temporary employee will not have the right to return to work where her/his contract would have expired during the leave period but will be entitled to all

other provisions in this Section, provided she/he meets the criteria (where these are stated).

#### Parental Leave

- 9.87. Parental leave is a right for all employees who are parents, and who have at least 1 year's continuous service, to take time off work to look after or make arrangements for their child's welfare. Parental leave is unpaid.
- 9.88. Employees are entitled to 13 weeks in total for each child. A parent of a disabled child is entitled to 18 weeks in total for each disabled child.
- 9.89. Parental leave must be taken before the child's 5th birthday or 18th birthday, if the child is disabled.
- 9.90. Parental leave must be taken in week blocks or multiples of one week, except for parents of a disabled child who can take parental leave in blocks or multiples of one day.
- 9.91. Up to 4 weeks' parental leave can be taken in any calendar year.
- 9.92. The council may postpone parental leave for up to 6 months but not in the case of leave required following the birth or adoption of a child. Postponement can only take place if the absence would unduly disrupt the Service. Notification of postponement arrangements should be issued to the employee no later than seven days following the employee's notice to take leave.
- 9.93. Employees are entitled to return to their job following a period of parental leave.

#### Continuous Service

- 9.94. All periods of maternity, adoption, paternity, maternity support leave and parental leave count towards continuous service.

### 10. Continuous Service

- 10.1. For the purposes of entitlements regarding annual leave, the occupational sickness scheme and the occupational maternity scheme continuous service will include continuous previous service with any public authority to which The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 applies as amended.
- 10.2. Where an employee returns to local government service following a break for maternity reasons, they will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no paid employment has intervened. For the purpose of the calculation of entitlement to annual leave the

eight years time limit does not apply provided that no paid employment has intervened.

## 11. Period of Notice to Terminate Employment

### Employer, Notice Required to Terminate Employment

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

Continuous Service	Period of Notice
One month or more but less than two years	Not less than one week
Two years or more but less than twelve years	Not less than one week for each year of continuous service
Twelve years or more	Not less than twelve weeks.

### Employee, Notice Required to Terminate Employment

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

## 12. Grievance Procedures

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

## 13. Disciplinary Procedures

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

## 14. Trade Union Facilities

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



- 14.2. In normal circumstances a council should retain up to a maximum of 2.5% of the amount collected to cover the full administrative cost of providing a DOCAS service. This is separate to the provision of facilities and time-off for union duties in line with legal requirements and ACAS guidance. It is recognised that a local union branch may have an agreement with a council for additional facilities in excess of legal requirements and ACAS guidance. A local branch may agree with the council that it will contribute to the costs of these arrangements by varying the rate deducted from the dues collected. If this is agreed it should be documented in writing, listing the additional facilities in excess of those that would be provided by any good employer, and making clear that this is separate to the administrative charge above.<sup>5</sup>

## 15. Distant Islands Allowance

- 15.1. An annual allowance shall be paid to employees employed by island councils and to those based on Tiree, Coll and Colonsay.

## 16. Travel Allowances

- 16.1. Where a council authorises an employee to use a form of transport in the course of their work they will be reimbursed in accordance with an agreed scheme.

## 17. First Aid Allowance

- 17.1. Councils will determine the appropriate level of training and first aid provision in line with health and safety regulations. Payment of an allowance for qualified first aiders will be made in accordance with SJC agreements.

## 18. Reimbursement of Expenditure

- 18.1. Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced in line with council policy.
- 18.2. Employees will be reimbursed the additional costs arising from a compulsory change in their place of work, establishing approved items of expenditure and periods of reimbursement.
- 18.3. Where a council requires an employee to possess a HGV, LGV or PCV licence or any other special driving licence the council will meet the costs.

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<sup>5</sup> SJC-64 Charge for Providing a DOCAS Service, 24 November 2020

## Part 3 - Other National Provisions

### 1. PAY AND GRADING AND ENHANCEMENT PROVISIONS

- 1.1 Scottish grading provisions of the former Manual Workers' Agreement and the former APT & C Agreement as at 30 June 1999 and the former APT & C scales remain as part of the new Scottish agreement until superseded by local arrangements following job evaluation. The enhancement provisions as contained in the former APT & C and Manual Worker Schemes will remain in place until superseded by local negotiations. These provisions are shown in the appendices to Part 3.
- 1.2 Until the job evaluation exercise is completed the existing spinal column for APT & C Staff and the weekly rates for Manual Workers Grades 1-8 (which on an annualised basis are points 3-8 of the existing spinal column for APT & C Staff) will be updated at 1 April in any year, in line with any pay increases which are negotiated.
- 1.3 By 31 March 2004 all councils will be expected to have completed the job evaluation exercise and assimilated all employees to the new spinal column of hourly rates. Any other hourly rates, not on this new spinal column, can only be used as recruitment/training rates. Immediately an employee is undertaking the full range of duties and responsibilities the rate for the job as determined by the job evaluation exercise will be applied.

### 2. WORKING ARRANGEMENTS

- 2.1 The arrangement of the working week shall be determined by the council in consultation with the recognised unions with a view to reaching agreement. The working week of individual employees may vary from the standard of 37 hours provided that the individual's average over a pre-determined period does not exceed the standard working week over the same period and shall not exceed an average of 48 hours except by agreement.
- 2.2 In determining working arrangements to suit the needs of the service, councils should take into account the circumstances of individual and groups of individuals. Working time arrangements should avoid (a) short notice changes to rostered or expected patterns of work (b) excessive hours in any particular week and (c) unnecessarily long periods over which the weekly hours are arranged.
- 2.3 Councils shall have discretion to pay inclusive rates of pay for non-standard working patterns to take all the features of the job into account. Where inclusive scales are not in operation the previous provisions will apply as stipulated in paragraph 1.1 above until local negotiations are concluded.

### **3. TRAINING AND DEVELOPMENT**

#### **3.1 Purpose of the Training and Development Function**

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

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

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

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

#### **3.2 Policy Statements**

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

The written policy will normally include statements of:

- commitment to the training and development of all employees
- responsibility and authority for the training and development of all employees
- the relationship between training and development policy and the council's equal opportunity policy
- levels of responsibility and authority for the training and development of employees
- on the council's policy for the payment of fees and expenses for training and development activity, including examinations and workplace assessment costs
- the council's policy for the repayment of expenses incurred by individuals participating in training and development, examinations, and/or workplace assessment activity.

The council's written policy will also normally include information on the processes relating to:

- identifying corporate and individual training and development needs

- the process of validation and accreditation
- resource allocation for training and development
- evaluation and monitoring processes
- how training and development policy links to corporate and service plans
- identifying corporate and individual training and development needs
- the council's equal opportunities policy.

### **3.3 Needs Identification**

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

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

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

- key objectives
- targets
- priorities
- resources
- responsibilities.

### **3.4 Job Related Training and Development**

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

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

### **3.5 Development Beyond the Current Job Function**

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

- open/flexible learning
- mentoring.

### **3.6 Paid Leave of Absence**

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

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

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

### **3.7 Responsibilities**

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

- managers are effective in carrying out their duties and responsibilities for training and development of all employees
- managers are actively involved in supporting all employees to meet their agreed training and development needs
- all employees are encouraged to help identify and meet their job related training and development needs.

### **3.8 Financial Assistance**

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

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

4.1 Councils will make payments in accordance with sub-paragraph 4.2 to an employee (or, in the event of death, jointly to the dependants of the employee) in the event of death or permanent disablement of the employee

arising from a violent or criminal assault in the course, or as a consequence, of their employment.

4.2 The amounts payable are as follows: -

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

Note:

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

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

#### **4.4 Scale of Compensation**

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

100%

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

100%

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

(a)	Total loss of hearing in both ears	40%	
(b)	Total loss of hearing in one ear	10%	
(c)	Complete loss of use of hip or knee or ankle	20%	
(d)	Removal of the lower jaw by surgical operation	30%	
(e)	Fractured leg or foot with established non-union	25%	
(f)	Fractured knee-cap with established non-union	20%	
(g)	Shortening of a leg by at least 3 centimetres	15%	
(h)	Loss by amputation or complete loss of:		
			Right      Left
	To be reversed if insured person is left handed.		
(i)	one thumb	20%	17.5%
(j)	one index finger	15%	12.5%
(k)	any other finger	10%	7.5%
(l)	one big toe	10%	10%
(m)	any other toe	3%	3%
(n)	Complete loss of shoulder or elbow	25%	20%
(o)	Complete loss of use of wrist.	20%	15%

## 5. MEALS AND ACCOMMODATION CHARGES

Arrangements in the former APT & C and Manual Worker Scottish agreements as at 30 June 1999 in relation to (i) free meals and (ii) accommodation and meal charges will remain in place unless and until alternative arrangements are agreed locally. In the meantime, charges will be reviewed annually in line with movements in the appropriate sector(s) of the Retail Prices Index.

## APPENDIX 1 TO PART 3

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

#### 4.4 Overtime Defined/Overtime Payment

##### 4.4.1 Definition

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

##### 4.4.2 Payment - Day Worker

Overtime worked shall be paid, including unsocial hours premium where appropriate, as follows:

###### ON SUNDAYS OR PUBLIC HOLIDAYS

between midnight and 6.00am Double time and a fifth

between 6.00am and 8.00pm Double time

between 8.00pm and midnight Double time and a fifth

###### ON REST DAYS

between midnight and 6.00am Double time and a fifth

between 6.00am and 8.00pm Double time

between 8.00pm and midnight Double time and a fifth

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

###### ON SATURDAYS OR FREE DAYS

between midnight and 6.00am Double time and a fifth

between 6.00am and 8.00pm \* Time and a half

between 8.00pm and midnight Time and seven-tenths

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

between midnight and 6.00am Double time and a fifth

between 6.00am and 8.00pm \* Time and a half



between 8.00pm and midnight      Time and seven-tenths

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

#### **4.4.3 Payment - Night Worker**

Overtime worked shall be paid as follows –

Between mid-day and 8.00pm      Double time

Sunday and between 8.00am and mid-day Monday

Between 8.00pm Sunday and 8.00am Monday      Double time and a third

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

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

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

On a free day	Time and a half
---------------	-----------------

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

#### **4.4.4 Payment - shift worker**

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

On Sunday	Double time
-----------	-------------

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

On a general or public holiday	Double time
--------------------------------	-------------

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

On a free day	Time and a half
---------------	-----------------

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

## **4.5 Weekend Work**

### **4.5.1 Payment - Day worker**

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

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

Sunday: Double time.

### **4.5.2 Payment - Night worker**

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

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

Sunday: Night work rate (i.e. day work rate plus a third) plus day work rate totalling two and one third day work rate.

### **4.5.3 Payment - Shift worker**

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

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

Sunday: Double time.

#### **4.5.4 Static day duty worker**

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

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

#### **4.6 Unsocial Hours**

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

#### **NOTES:**

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

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

#### **4.7 Split Duty**

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

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

employees whose wages include provision for split duties;

employees called upon to return to work; and

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

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

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

**OR**

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

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

**EITHER**

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

<b>Time worked</b>	<b>Time Off</b>
Half of a normal day/night/shift  or less	Half of a normal working day/night/shift
Over half of a normal day/night/shift	The whole of a normal working day/night/shift

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

**OR**

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

#### **4.9 Recall To Work/Standby**

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

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

4.9.1.1	Return to work and not required or required for less than two hours.	A payment of two hours at the rate appropriate to the day and time of call out.
4.9.1.2	Time worked up to and including three hours.	The rate appropriate to the day and time of call out.
4.9.1.3	Time worked in excess of three hours.	<p>Double time for all hours worked up to normal starting time - shift worker.</p> <p>Double time</p> <p>(or double time and a fifth for hours worked between 8.00pm and 6.00am) for all hours worked up to notional starting time - day worker.</p> <p>Double time for all hours worked up to normal or notional starting time - night worker.</p>
4.9.1.4	Return to work on a second or third occasion during the same period.	The rate appropriate to the day and time of call out.
4.9.1.5	Work within eight hours before starting time of the next shift (shift worker).	Double time for all hours worked up to normal or notional starting time subject to a minimum payment under 4.9.1.1. above.
4.9.1.6	Work after midnight (day worker).	Double time and a fifth for all hours worked until 6.00am thereafter, double time up to normal or notional starting time subject to a minimum payment under 4.9.1.1 above.

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

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

### **4.9.3 Standby**

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

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

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

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

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

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

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

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

### **RATES OF ALLOWANCES FOR MANUAL WORKERS**

These rates are available from local authorities.

**APPENDIX 2 TO PART 3**

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

**40.**

**(c) Weekend working**

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

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

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

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

**(d) Night working**

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

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

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

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

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

**(e) Shift working**

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

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

Where the total period covered by the 3 shifts over 5 or 6 days a week is 18 hours or more and there are at least 4 hours worked between 20.00 and 06.00.	17% of salary
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Where the total period covered by the 3 shifts over 7 days a week is 18 hours or more and there are at least 4 hours worked between 20.00 and 06.00.	20% of salary
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- (ii) Alternating shifts (2 shifts on a rota basis not including a night shift over 4, 5 or 6 days a week)

Where the total period covered by the 2 shifts is between 11 and 14 hours and there are at least 4 hours between the starting times of the earlier and later shifts.	12½% of salary
Where the total period covered by the 2 shifts is more than 14 hours and there are at least 4 hours between the starting times of the earlier and later shifts.	14% of salary

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

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

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

**(f) Irregular hours working**

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

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

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

**(g) General and public holiday working**

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

When the time worked is less than 4 hours - half day off

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

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

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

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

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

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

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

**(i) Split duty**

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

**41. Overtime**

(a) Work in excess of the normal hours of duty a week should be discouraged and in particular officers should not be required consistently to work overtime.

(b) Where, nevertheless, overtime is found to be unavoidable and previous approval thereto has been given by an officer to whom this power has been delegated, payment shall be calculated on the following basis -

(i) To ascertain the hourly overtime rate of pay normal annual salary should be divided by 1924 (52 weeks of 37 hours.)

(ii) Extra time of less than half an hour on any day shall not rank for overtime. Overtime shall be aggregated for each calendar month (or

other appropriate period where the hours are arranged over a period longer than a week), and only complete half hours paid for.

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

An authority shall have discretion to apply this provision to officers (excluding chief officials and their deputies) in receipt of a basic salary in excess of the maximum of A. & P. Grade IV.

- (x) Overtime payments shall not apply to officers employed on a part-time basis, unless in unusual circumstances more than 37 hours are worked in a week.

#### **64. Standby duty allowances**

##### **(1) Social Workers**

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

- (a) An individual social worker whose post is not graded above A & P Grade V who does not live at the place of work, and who is required to remain at home on standby duty after normal working hours and at weekends to deal with emergencies as they arise, shall be paid on the following sessional basis to cover the duties and responsibilities involved.
  - (i) where the occupied time during a standby session spent on telephone calls, and/or call-out, and for documentation is 10% or less - £21.19 per session;<sup>6</sup>
  - (ii) where the occupied time during a standby session is longer than 10% of a session, such additional time to be paid at the appropriate overtime rate in accordance with Part IV of the Scheme, except that occupied time in excess of 10% should not be aggregated for each calendar week or month - each session should stand on its own. (The restriction on payment of overtime to officers in receipt of a salary in excess of the maximum of A & P Grade IV does not apply for the purposes of this paragraph.)

##### **Notes:**

- (i) These allowances are intended to cover the full range of duties associated with standing by, including dealing with telephone calls, being called out and documentation.
- (ii) Although it is recognised that standby duty is a feature of the job of a social worker, employing authorities are to ensure that such officers are in practice subject to reasonable working hours.

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<sup>6</sup> Revised March 2001 – SJC/9 (see the most recent SCJ pay circular for the current rate)

- (iii) Local authorities are asked to restrict duty rosters to the number of social workers essentially required to ensure adequate performance of the work involved.
  - (iv) A session of duty on weekdays shall be from office closing on one day to opening the following morning. At weekends and on public holidays, a session shall consist of 12 hours using notional starting times, e.g. 9am to 9pm on Saturday would be one session.
  - (v) Standby duty should normally follow a rota system but the authority may adopt other arrangements where necessary.
- (b) In determining the normal pay of an officer during annual leave or sick leave, an authority should include payments made to an officer under (a)(i).
  - (c) An officer whose existing contract of service provides for a higher recognition of standby duties than prescribed in (a)(i) above shall retain existing recognition on a personal basis.

**(2) Other officers**

In the case of other officers whose posts are not graded above A & P Grade V and who are required to undertake standby duty by specific rota commitment in order to be immediately available, if needed, and this fact is not reflected in the grading of the post, the authority shall have discretion to pay an allowance according to the circumstances of the duty.

**(3) Standby Duty on a General or Public Holiday**

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

## APPENDIX 3 TO PART 3

### EXTRACTS FROM THE SCHEME OF SALARIES AND CONDITIONS OF SERVICE FOR RESIDENTIAL STAFFS

#### 2. Model Core Job Outlines

The model core jobs outline the range of duties and responsibilities necessary to fulfil the basic requirements of residential care and are described in terms of critical skills. The grouping and application of these critical skills will depend upon local circumstances taking account of client need and service requirements and, therefore, may not require all of the core skills identified. The combination of the job specification (skills) and responsibilities (description) provides a comprehensive model upon which to base the range of posts at direct care, supervisory and manager levels. Accordingly, the core skills are relevant to the three levels of posts and should be applied in ways appropriate to the tasks and responsibilities of the staff member.

Other details to be included, in addition to the critical skills, are those of responsibility and accountability, the 'reporting lines', as well as any specific tasks and/or requirements.

#### **Common Core Skills - for all levels of posts**

- Promote equality for all individuals.
- Contribute to the protection of individuals from abuse.
- Contribute to the management of aggressive and abusive behaviour.
- Promote communication with clients where there are communication difficulties.
- Support clients when they are distressed.
- Enable clients to make use of available services and information.
- Contribute to the health, safety and security of individuals and their environment.

#### **Social Care Worker: working with older people - specific skills -**

Contribute to the movement and treatment of clients to maximise their physical comfort.

Enable clients to eat and drink.

Enable clients to access and use toilet facilities.

Contribute to the management of client continence.

Contribute to the maintenance and management of domestic and personal resources.

Maintain and control stock, equipment, and materials.

Enable clients to maintain their personal hygiene and appearance.

Enable clients to achieve physical comfort.

Enable clients to maintain contacts in potentially isolating situations.

Support clients and others at time of loss.

Contribute to the care of a deceased person.

Contribute to the planning and monitoring of service delivery.

**Social Care Worker: working with children and young people - specific skills -**

Prepare and provide agreed individual development activities for clients.

Support clients in developing their identity and personal relationships.

Support clients with difficult or potentially difficult relationships.

Enable clients to maintain contacts in potentially isolating situations.

Support individuals where abuse has been disclosed.

Assist clients to move from a supportive to an independent living environment.

Enable clients to administer their financial affairs.

Contribute to the provision of advocacy for clients.

Determine the ways in which the service can support clients.

Contribute to the planning and monitoring of service delivery.

**Social Care Worker: working with adults with special needs - specific skills -**

Enable clients to participate in recreation and leisure activities.

Enable clients to eat and drink.

Enable clients to manage their domestic and personal resources.

Enable clients to maintain contacts in potentially isolating situations.

Enable clients to maintain their personal hygiene and appearance.

Contribute to the support of clients during development programmes and activities.

**Senior Social Care Worker: - specific skills – must be competent in the areas of practice for which they are responsible -**

**Contribute to the development of individuals and teams**

- assess, enable, and support individual's development in the organisation.

**Contribute to the planning and monitoring of service delivery**

- obtain information regarding clients and their needs of the service.
- contribute to agreeing the client's needs of the service.
- contribute to planning the service to be delivered to a client.
- contribute to monitoring and evaluating service delivery.

**Determine the ways in which the service can support clients**

- obtain and evaluate information on a client's service needs.
- co-ordinate decisions regarding planning the service to be delivered.
- monitor and maintain services to meet client requirements.
- contribute to the implementation of change in services and systems.
- develop team, individuals, and self to enhance performance.

**Unit Manager: critical skills - must be competent in the areas of practice for which they are responsible -**

- contribute to allocating resources and budget setting.
- allocate and control resources for the particular area of responsibility.
- contribute to controlling and maintaining the flow of financial resources.
- identify personnel requirements.
- contribute to the recruitment and selection of appropriate personnel.
- develop self, individuals, and teams.
- evaluate the effectiveness of individuals' and teams' performance.
- plan and allocate work carried out by individuals and teams.
- identify and minimise interpersonal conflicts, stress, and disciplinary problems.



- establish and maintain professional relationships.
- establish and maintain a safe and healthy working environment.
- interpret and analyse information in order to contribute to problem solving and decision making.
- advise and inform others in areas of one's specialism.
- establish and maintain systems to gather, record and store information and data.

### **3. Grading of Model Core Jobs**

Authorities will select salary scales for the model job outlines from a range of spinal column points using a minimum of four consecutive salary points as set out below:

#### **Social Care Worker (SCP 16-23)**

1.4.93	SCP	16-23
1.4.94		17-23
1.4.95		18-23
1.4.96		19-23
1.4.97		20-23

From

1.4.93	SCP	16-19
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To be used as recruitment grade for officers during their initial year of service.

#### **Senior Social Care Worker (SCP 23-30)**

1.4.93	SCP	23-30
1.4.94		24-30
1.4.95		25-30
1.4.96		26-30
1.4.97		27-30

#### **Unit Manager (SCP 31-37)**

1.4.93	SCP	31-37
1.4.94		32-37
1.4.95		33-37
1.4.96		34-37

## HOURS AND LEAVE

### 15(A)

- (i) Wherever possible staff shall not be required to work more than the standard number of weekly hours and authorities are requested to make every endeavour to assist in achieving that objective.
- (ii) Subject only to exceptions provided for in paragraph (B) below, a rota shall provide for the presence on duty of sufficient officers to ensure a proper standard of care at all hours of the waking day, which is normally to be defined at 7am to 10pm. Where necessary, however, those hours may be extended to not earlier than 5am and not later than midnight.
- (iii) Officers shall be allowed to leave the premises at any time when not rostered for duty, subject only to sub-paragraph (iv) below.
- (iv) Any officer who is required for any duty, or is required to remain on the premises, beyond the rostered commitment, shall wherever possible be given equivalent time off in lieu during the ensuing seven days.
- (v)
  - (a) Work in excess of the normal hours of duty should be discouraged and, in particular, employees should not be required consistently to work additional hours;
  - (b) Where, nevertheless, such additional hours are found to be unavoidable equivalent time off in lieu should be granted, wherever possible within the ensuing seven days;
  - (c) Where time off in lieu cannot be granted during the next seven days, overtime shall be paid at the rate of time and a half;
  - (d) Extra time of less than half an hour on any day shall not qualify for overtime payment. Overtime shall be aggregated for each calendar month (or other appropriate period as determined locally) and only completed half hours paid for.
- (vi) In those establishments where staff are required on waking night duty, roster and overtime arrangements for the staff concerned shall be the same as for officers on waking day duty. For work at night as part of the normal working week, payment shall be at time and a third for all hours worked between 10pm and 7am.

The need for sleep-in arrangements should be reviewed and where appropriate, replaced with a dedicated waking night care provision.

- (vii) In those exceptional circumstances where no officer is required on waking night duty, at least one officer shall be rostered to sleep on the premises and be available for duty when called during the hours outside the waking day. Where necessary this number should be increased to the minimum consistent with the needs of the establishment. Sleepover duty will be paid at an hourly rate equivalent to the Scottish Local Government Living Wage<sup>7</sup>.
- (viii) The provisions of Clause 40(g) of the Scheme of Salaries and Conditions of Service for APT & C Staffs shall apply to an officer required to work on a general or public holiday (see Clause 16).

#### **40(g) General and Public Holiday Working**

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

When the time worked is less than 4 hours – half day off

When the time worked is 4 hours or more – full day off.

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

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

#### **(B)**

- (i) Although the Scottish Council would wish to see a standard working week for all staff, it is recognised that in some very small homes, particularly those run as "family group homes" it may not be possible to arrange a staffing complement to achieve it. An authority may, if it is unable to apply the provisions of paragraph A above, apply the provisions of this paragraph to staff of such homes which provide accommodation for not more than eight residents in care.
- (ii) In lieu of overtime an addition of 22.5% of salary shall be paid to an officer who has an entitlement under this paragraph.
- (iii) An allowance paid under (ii) above is intended to compensate a resident officer for the overall duties of the post, including the liability to night calls.

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<sup>7</sup> SJC-56 Change to Payments for Sleep-In (Sleepover) Duty & Amendment to The Red Book - Conditions Of Service (2018)

Where a non-resident officer is on occasion required to sleep in, then a sleeping-in allowance is payable in accordance with the provisions of paragraph A(vii) above.<sup>8</sup>

- (iv) A full-time non-resident officer required to work overtime shall be paid in accordance with the provisions of paragraph A(v) above.
- (v) Authorities are requested to review at frequent intervals the working conditions of staff in these small establishments and to ensure that adequate arrangements for domestic or other help and for proper relief are functioning effectively.

## **16. Overtime**

### **Clause 41(b)(iv)**

Work on a general or public holiday outwith normal working hours shall rank as overtime and will be paid at the rate of double time in complete recompense.

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<sup>8</sup> Revised March 2001 – SJC/9 (see the most recent SCJ pay circular for the current rate)

## APPENDIX 4 TO PART 3

### EXTRACTS FROM THE SCHEME OF SALARIES AND CONDITIONS OF SERVICE FOR NURSERY STAFFS

#### **3. Salary Scales**

Circular SO/159 states:

*“The grades referred to in Clause 3 will consist of scales selected from the range of spinal column points 8-50, using four consecutive salary points. Linked four point scales may be used in appropriate circumstances.”*

#### **3C. NURSERY SCHOOLS & CLASSES**

##### **(i) Nursery Nurse Class I (Qualified)**

A nursery nurse Class I who is qualified under clause 9 is to be paid on the following scale:

Spinal Column Points 6 to 14

##### **(ii) Nursery Assistant Class II (Unqualified)**

A nursery assistant Class II (unqualified) is to be paid on the following scale:

Spinal Column Points 3 to 10

##### **(iii) Special Schools Allowance**

Nursery assistants employed in special schools or special classes are to receive the following annual allowance:

- |     |                    |                     |
|-----|--------------------|---------------------|
| (1) | 100% of the time   | - £986              |
| (2) | between 80% - 100% | - £790              |
| (3) | between 50% - 80%  | - £494 <sup>9</sup> |

#### **15. Hours of Duty**

##### **A. DAY AND RESIDENTIAL NURSERIES**

Note: The standard working week for all day and residential nursery staff is 39 hours.

*(See Paragraph 15 of Implementation Agreement.)*

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<sup>9</sup> Revised March 2001 – SJC/9 (see the most recent SCJ pay circular for the current rate)

1.

- (i) Wherever possible staff shall not be required to work more than the standard number of weekly hours and authorities are requested to make every endeavour to assist in achieving that objective.
- (ii) Subject only to exceptions provided for in paragraph 2 below, a rota shall provide for the presence on duty of sufficient officers to ensure a proper standard of care at all hours of the waking day, which is normally to be defined at 7am to 10pm. Where necessary, however, those hours may be extended to not earlier than 5am and not later than midnight. In day nurseries the rota is to cover the hours of opening.
- (iii) Officers shall be allowed to leave the premises at any time when not rostered for duty, subject only to sub-paragraph (iv).
- (iv) Any officer who is required for any duty, or is required to remain on the premises, beyond the rostered commitment, shall wherever possible be given equivalent time off in lieu during the ensuing seven days.
- (v) Where time off in lieu cannot be granted the officer shall be paid overtime on the following basis:
  - (a) the normal weekly salary (including qualification or other allowances to which the officer may be entitled under the Scheme of Salaries and Conditions of Service, but not including any payment in respect of sleeping-in duty) shall be divided by the standard number of weekly hours to ascertain the basic hourly rate of compensation;
  - (b) if in any calendar month a compensatory payment has to be made the payment shall be at the basic rate determined as in sub-paragraph (v)(a) multiplied by 1½;
  - (c) extra time of less than half an hour on any day shall not rank for compensation. Excess time shall be aggregated for each calendar month and only completed half hours paid for.
- (vi) In those establishments where staff are required on waking night duty, roster and overtime arrangements for the staff concerned shall be the same as for officers on waking day duty. For work at night as part of the normal working week payment shall be at time and a third for all hours worked between 10.00pm and 7am. Where a more senior officer is also rostered to sleep on the premises, that officer shall be paid a sleeping-in payment on the same basis as provided in sub-paragraph (vii)
- (vii) In those exceptional circumstances where no officer is required on waking night duty, at least one officer shall be rostered to sleep on the premises and be available for duty when called during the hours outside the waking day. Where necessary this number should be increased to the minimum

consistent with the needs of the establishment. Sleepover duty will be paid at an hourly rate equivalent to the Scottish Local Government Living Wage<sup>10</sup>.

- (viii) The provisions of Clause 40(g) of the Scheme of Salaries and Conditions of Service for Administrative etc Staffs shall apply to an officer required to work on a general or public holiday (see Clause 26).

#### **40(g) General and Public Holiday Working**

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

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

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

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

## **2.**

- (i) Although the Scottish Council would wish to see a standard working week for all staff it is recognised that in some very small residential nurseries it may not be possible to arrange a staffing complement to achieve it. An authority may, if it is unable to apply the provisions of paragraph 1 above, apply the provisions of this paragraph to staff of such nurseries which provide accommodation for not more than eight children in care.
- (ii) In lieu of overtime, an addition of 22.5% of salary shall be paid to an officer so entitled under this paragraph.
- (iii) An addition to salary paid under (ii) above is intended to compensate a resident officer for the overall duties of the post including the liability to night calls. Where a non-resident officer is on occasion required to sleep in, then a sleeping-in allowance in accordance with Clause 15, 1, (vii), is payable.<sup>11</sup>

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<sup>10</sup> SJC-56 Change to Payments for Sleep-In (Sleepover) Duty & Amendment to The Red Book - Conditions Of Service (2018)

<sup>11</sup> Revised March 2001 – SJC/9 (see the most recent SCJ pay circular for the current rate)

- (iv) A full-time non-resident officer required to work overtime shall be paid in accordance with the provisions of sub-paragraph 1(v) above.
- (v) Authorities are requested to review at frequent intervals the working conditions of staff in these small establishments and to ensure that adequate arrangements for domestic or other help and for proper relief are functioning effectively.

**B. NURSERY SCHOOLS AND CLASSES**

Nursery Assistants (Classes I and II) employed in nursery schools and classes are regarded as full-time employees if regularly employed for ten sessions or more per week (including lunch break, where worked) during the school term or, where a seasonal basis is inappropriate, for 32.5 hours (including lunch break, where worked). The right of the authority to require further service outside the normal school hours is subject to payment at plain time rate (based on 1/32.5 of weekly salary) or at overtime rate (time and a half) beyond 39 hours. There is to be no abatement of salary in respect of days not required to be worked during school holidays (see Clause 17(B)).

**16. Overtime**

- 40(v) "Work on a general or public holiday outwith normal working hours shall rank as overtime and will be paid at the rate of double time in complete recompense."



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2. Equal Opportunities Guide
3. Health and Safety
4. Bonus
5. Absence Management Guidelines

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*To be inserted at a later date.*