

# **CENTRAL SCOTLAND ASSESSOR**

## **Staff Terms & Conditions** **(Revised June, 2011)**

### **1.0 INTRODUCTION**

1.1 Single Status is a collective agreement between the Scottish Local Government Employers and the three Trade Unions, Unison, GMB and Unite designed to promote equality and eliminate discriminatory practices in employment while also supporting a flexible approach to providing services to local communities. It aims to modernise practices to ensure compliance under Equal Pay legislation.

1.2 The agreement brought together previous Manual Worker and APT&C staff into one collective bargaining body and the harmonisation of some core conditions. Each Council was required to implement pay and grading structures to meet local needs.

1.3 The terms and conditions detailed in this document replace all current terms and conditions of employment, including all local agreements in relation to all of the matters covered in the document. This applies to all employees within the scope of the Single Status SJC Agreement. They will come into effect at a date to be advised.

### **2.0 KEY PRINCIPLES**

2.1 Central Scotland Valuation Joint Board endorses the Scottish Joint Council's guiding principles which are to support and encourage:

High quality services delivered by a well trained, motivated workforce with security of employment.

Equal opportunities in employment, equality as a core principle which underpins both service delivery and employment relations.

A flexible approach to providing services to the community, which meets the need of employees as well as employers.

Stable industrial relations and negotiation and consultation between local authorities as employers and recognised trades unions.

2.2 In addition to the principles set out at national level, Central Scotland Valuation Joint Board's modernised employment package has been developed to deliver:

Equal pay for work of equal value.

Improved organisational and employee flexibility.

Openness and transparency.

### **3.0 WORKING WEEK**

3.1 The Board's standard working week for full-time employees will be based on 35 hours exclusive of meal breaks. The basis of payment under Single Status is the SJC spinal column of hourly rates.

3.2 Annual salaries for full time employees will be calculated on the basis of: The hourly rate for the job X 35 X52.1429 weeks.

3.3 Annual salaries for part time employees will be calculated on the basis of: The hourly rate for the job X contracted hours X52.1429 weeks.

3.4 Employees should not be contracted to work for more than 35 hours per week unless this is unavoidable due to essential operational requirements.

3.5 All hours worked up to 35 hours per week will be paid at plain time, as per the standard hours of the national agreement. Where it is essential for hours in addition to 35 hours to be worked, payment will be as outlined in paragraph 7.1.

3.6 Standard working hours will be 0800 to 1800 Monday to Friday. The office will be open to the public between 0900 and 1700. Within these parameters, the management team of each service/section will set hours working appropriate to meet their customer/client needs. Major changes in working patterns are not anticipated. Any changes to work pattern for current staff will be through a full consultation process in line with Board procedures and based on service delivery requirements.

3.7 The standard working day under the new arrangements will be seven hours. The working hours of part time employees will remain. No part time employee will have their hours reduced as a result of these arrangements.

### **4.0 PUBLIC HOLIDAYS**

There will be ten fixed public holidays recognised by the Board with the remainder converted to floating days. Where there is a requirement for working on a public holiday, where possible managers should take a sensitive approach to granting requests for leave on religious festivals / holidays.

4.1 The ten fixed public holidays are outlined in Table 1 below and will supersede any arrangements that are in place.

#### **TABLE 1**

2 days New Year -	1 <sup>st</sup> and 2 <sup>nd</sup> January (or closest working days)
2 days Good Friday and Easter Monday	
1 day first Monday in May -	May Bank Holiday
5 days Christmas -	From Christmas Day to 31 <sup>st</sup> December

4.2 Paragraph 6.1 outlines payment arrangements for work required on a public holiday.

4.3 Public holiday entitlement for part-time employees will be calculated on a pro rata basis.

## **5.0 ANNUAL LEAVE**

5.1 The leave year will run from 1<sup>st</sup> January to 31<sup>st</sup> December.

5.2 The annual leave entitlement for all employees, based on continuous service at the beginning of the leave year is:

**TABLE 2**

<b>Continuous Service</b>	<b>Current Annual Leave Entitlement</b>
Up to 5 years	20
5 years or more	25

5.3 In order to qualify for the additional leave entitlement, an employee must have completed the appropriate complete years of continuous service at the start of the new leave year.

5.4 With the agreement of the Assessor, an employee can carry forward a maximum of five days annual leave which should be taken by 30th June.

5.5 Managers should take a sensitive approach to granting requests for leave on religious festivals / holidays.

5.6 The leave entitlement for part-time employees will be calculated on a pro rata basis.

5.7 Where an employee commences or terminates their employment during the leave year, their leave entitlement will be pro-rated.

## **6.0 PUBLIC HOLIDAY WORKING**

6.1 Fixed public holidays are set out in Paragraph 4 above. All hours worked will be paid at double time (i.e. normal pay plus an enhancement of plain time) whether they are within standard hours or not.

## 7.0 OVERTIME PAY

7.1 The Board discourages work in excess of standard hours and employees should not be required to consistently work overtime. Where overtime working is unavoidable, subject to previous approval by the responsible manager, overtime will be paid at time and a half for all hours worked in excess 35 hours in any week, including Sunday.

7.2 Separate arrangements will apply for overtime required on a public holiday. (See paragraph 6.1).

7.3 Compensatory leave (time off in lieu) calculated on the same equivalent basis as payment may be agreed as an alternative.

## 8.0 OTHER ALLOWANCES

### 8.1 Travel Allowances

#### Car User Allowance

8.1.1 The Board is rationalising the current range of allowances to provide equity across all staff groups. This will be introduced in stages over a two year period commencing on 1 April 2012, as follows:

8.1.2 (1) From 29th March 2012 the mileage rate for all authorised travel by private vehicle (car or van) on Valuation joint Board business will be paid as per the contemporary recommendation of Her Majesty's Revenue and Customs (HMRC) which is currently 45p per mile up to 10,000 miles.

This rate is non-taxable and will be adjusted in line with any future changes to the HMRC rate.

(2) All employees currently in receipt of the Essential Users Allowance, in post on the date of implementation will receive allowances as detailed in the table below while they remain in their current post and on condition that they agree to provide their vehicle for the duration of the interim arrangements (i.e. until 28th March 2014).

(3) All new employees will be paid the HMRC rate, irrespective of the previous car user designation of the post:

<b>Period</b>	<b>Essential User's Allowance</b>	
29 March 2012 to 28 March 2013	75% of Current annual allowance	HMRC rate
29 March 2013 to 28 March 2014	50% of current annual allowance	HMRC rate
29 March 2014 onwards	Ceases	HMRC rate

### Motorcycle mileage rate

8.1.3 Employees who use their motorcycle when travelling on authorised VJB business will be eligible for a motorcycle allowance on the current (at the time) HMRC rate (currently 24p).

Extract from HMRC website:

Employee vehicles: mileage payments for business travel

Type of vehicle	Rate per business mile 2011-12
<b>Car</b>	For tax purposes: 45p for the first 10,000 business miles in a tax year, then 25p for each subsequent mile For NICs purposes: 45p for all business miles
<b>Motorcycle</b>	24p for both tax and NICs purposes and for all business miles
<b>Cycle</b>	20p for both tax and NICs purposes and for all business miles

## **8.2 Additional Responsibility**

8.2.1 There are occasions when an employee is required to take an additional level of responsibility to an extent which should be compensated. When this situation arises, for example when “acting up” into a higher graded post for longer than 1 month, an allowance calculated on the percentage of work which carries the additional level of responsibility will be paid from the date it is formally agreed this is required until no longer required.

8.2.2 This allowance would not normally apply to cover provided for absence on annual leave.

## **8.3 Subsistence**

8.3.1 Meals and accommodation will be paid by the Board where there is a prior agreement with the employee’s line manager that this is necessary.

8.3.2 The cost of meals will be re-imbursed based on the actual expenditure up to a maximum of:

- Breakfast £4
- Lunch £7
- Dinner £10

Overnight Accommodation cost limits must be agreed with manager and will normally be booked through the Office Manager.

8.3.3 These rates will be reviewed on a five yearly basis.

## **8.4 Excess Travel**

Where the Council requires an employee to move his/her place of employment, excess travel costs will be paid for a period of three years, based on the following:

The move must require a minimum of four additional miles travelling per day. If a private vehicle is used, payment will be 20p per mile.

or

The cost of public transport will be re-imbursed. (With the option to receive this in a lump sum to help meet the cost of a yearly or quarterly ticket).

The rate will be reviewed on a five yearly basis.

## **8.5 Relocation Expenses**

The current scheme will remain in place, but the maximum amount payable will be £6,000 and thereafter reviewed and if necessary adjusted every five years. All vacancies will be eligible for consideration for relocation expenses

## **9.0 NOTICE PERIOD**

The period of notice which employees are required to give when terminating their employment with the Council will be as follows:

All single status staff graded up to and including grade 8 – one month  
All single status staff on grade 9 and above – three months

## **10.0 SALARY FREQUENCY**

Staff at Central Scotland Valuation Joint Board have recently moved to monthly pay. As part of this is currently paid in advance discussions on moving to payment in arrears are ongoing.

## **11.0 PAY PROTECTION**

Pay protection at assimilation onto the new spinal column, under the SJC Single Status Implementation Agreement, is for three years from the date of implementation unless the new rate of pay equalises or overtakes the protected pay during that period. This is on a cash conserved basis (i.e. no cost of living allowance is applicable) and applies to employees for whom the outcome of job evaluation is detriment (i.e. red-circled). This protection applies to basic pay.

## **12.0 APPEALS**

12.1 In accordance with guidance from the Advisory Conciliation and Arbitration Service (ACAS) the Board has agreed a Job Evaluation Appeals Procedure with the Trades Union, which is separate from the Board's other grievance and appeals procedures. Job evaluation appeals will be determined by a joint panel drawn from a pool of nominated management and Trade Union representatives; and will be chaired by an independent chairperson who is not an employee of the Board or Clackmannanshire Council. All members of the panel will be required to attend training in the use of the job evaluation scheme, the principles of the appeals process, and equalities.

12.2 To ensure objectivity and impartiality members of the appeals Panel may not be involved in Job evaluation appeals from employees directly under their own management control.

12.3 Employees may use the JE Appeals Procedure to appeal against the assessment of their job under any or all of the factor headings of the SCJE Scheme as applied by the Board. However, the procedure may not be used to appeal against:

- The grade of the job.

- The rate of pay.

- Associated terms and conditions of service.

- Any other part of the "Single Status" agreement as implemented by the Board.