

**THE MORAY COUNCIL**  
**SUPPLEMENTARY STATEMENT OF GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

## **1. COLLECTIVE AGREEMENT**

The following summarises the terms and conditions of employment which are in accordance with the local Collective Agreement for Implementing Single Status agreed by the representatives of the trade unions recognised by the Council for Scottish Joint Council (SJC) employees.

These conditions are supplementary to the National Agreement on Pay and Conditions of Service for SJC employees. Both are subject to modifications that may be negotiated and agreed locally with representatives of the trade unions recognised by the Moray Council.

## **2. SCOPE**

These terms and conditions of employment apply to all SJC employees of the Council.

## **3. STANDARD WORKING WEEK**

Regular working hours will not normally be in excess of 37 per week. Salary/wages will be calculated by multiplying the appropriate hourly rate by the hours and weeks worked.

## **4. OVERTIME**

**Normal Hours:** The normal hours of work for calculation of overtime shall be hours in excess of 37 per week. All hours worked up to 37 hours per week shall be paid at plain time.

**Enhanced Payments:** Enhanced payments shall be paid for hours in excess of 37 per week at:

- Time and a half Monday to Saturday, except between midnight and 6am;
- Double time on Sundays, public holidays and Monday to Friday between 12 midnight and 6am.

## **5. IRREGULAR HOURS**

The average normal working week over a year should not exceed 37 (excluding overtime) although individual working patterns may vary. The normal hours each week shall be worked over a maximum of any five days per week, unless an alternative agreement has been reached with the relevant trade unions. Plain time will be paid for the hours between 6am and 8pm.

Time and a third will be paid for all hours worked as part of the normal working week from:

- 8pm to 6am Monday to Friday
- All hours on Saturday and Sunday

## **6. PUBLIC HOLIDAY WORKING**

For work required on a public holiday, the allowance will be at the rate of double time for all hours worked within an employee's normal working hours. In addition, at a later date, time off with pay will be granted as follows:

- When the time worked is less than four hours – half day off
- When the time worked is four hours or more – full day off

Alternatively, where it may be difficult to grant time off with pay at a later date, the payment at the rate of treble time for all hours worked may be made in complete recompense.

## **7. HOLIDAY ENTITLEMENT**

The Council's leave year operates from 1 January to 31 December each year. Leave may not be carried over from one year to the next.

The entitlement to paid leave begins on the first day of employment and will accrue in accordance with the local collective agreement.

Employees who, at the end of the leave year have or will have completed one year's continuous service or more, shall be entitled to annual leave with pay of 27 days including 5 floating days in lieu of local holidays. This shall be increased to 32 days for employees having not less than 5 years continuous service at the commencement of the leave year.

In addition, the 7 public holidays recognised by the Council will be granted as holidays with pay.

In the case of an employee having less than one year's service by the end of the leave year or who leaves part way through a leave year, a proportion of holidays will be granted based on completed months' service during the leave year, in accordance with the table below. Alternatively an adjustment to pay may be made to take account of any outstanding leave if at the request of the Council or through unavoidable circumstances such leave cannot be granted. Where the proportion of annual leave taken prior to termination exceeds the accrued entitlement, the monetary value will be deducted from the employee's final salary payment.

<b>ANNUAL ENTITLEMENT (inc. 5 floating days)</b>												
<b>Completed Months Service</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>27 days</b>	2	4	7	9	11	14	16	18	20	23	25	27
<b>32 days</b>	3	5	8	11	13	16	19	21	24	27	29	32

This clause does not apply to Nursery Nurses

## 8. MATERNITY PROVISIONS

The Occupational Maternity Scheme, as detailed in the National Agreement on Pay and Conditions of Service, will apply to all pregnant employees, with individual entitlement based on the employee fulfilling certain conditions. An employee who wishes to take advantage of these provisions is advised to seek further information from her Head of Department or Personnel Services as early as possible in the known period of pregnancy.

## 9. SICKNESS ABSENCE

Absence due to sickness must be reported to your supervisor immediately. If your absence lasts between 1 and 7 calendar days you must complete a Moray Council self-certificate on your return to work. When you know your absence will last more than 7 calendar days you must obtain, complete and return a self-certificate for the first 7 days and, on the 8th day, obtain a sick note from your Doctor and send it to your supervisor immediately.

Failure to comply with the notification arrangements above may affect payment of Sickness Allowances.

### Sickness Allowances

Full details of Sickness Allowances are contained within the National Agreement on Pay and Conditions of Service. The table below summarises the periods of entitlement.

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 one 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

Full sickness allowance includes any statutory payments or benefits payable. The half pay allowance will be in addition to any such payments, provided this does not exceed normal full pay. Full pay refers to contractual pay including any appropriate allowances to which the individual may be entitled.

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 28 days).

## 10. HEALTH

An employee may be required, as and when the Authority considers it necessary or advisable, to submit, subject to the provisions of the Access to Medical reports Act 1988, where applicable, to an examination by the Medical Officer appointed by the authority for this purpose.

## 11. CAR ALLOWANCES

In the event of you being required to use your private motor car on official business, you will be eligible to claim mileage as per the Inland Revenue Mileage Rates.

## 12. EMPLOYEE CODE OF CONDUCT

The public is entitled to expect the highest standards of conduct from all employees of the Council, and employees should meet these expectations by ensuring their conduct is above reproach. The Moray Council's Code of Conduct for Employees gives guidance on the standards of conduct expected of all Council employees. Employees are expected to familiarise themselves with the provisions of the Code, and to ensure that their actions comply with it. A copy of the Code is enclosed for this purpose.

## 13. DISCIPLINARY PROCEDURE

The Council recognises that disciplinary rules and codes are essential for the conduct of the Authority's affairs and for the safety and well-being of all employees and others affected by their activities. Equally, it is essential to have a recognised disciplinary procedure to be applied whenever an employee's conduct or approach to work warrants disciplinary action.

The Council's Disciplinary procedure ensures that disciplinary action is applied fairly and equitably and specifies what action should be taken (e.g. warnings, suspension, dismissal) and the subsequent appeals procedure. You have the right to appeal if you are dissatisfied with any Disciplinary decision relating to you. Such appeal must be in writing. A copy of the procedure is available for reference in your department.

## 14. GRIEVANCE PROCEDURE

The Council's Grievance Procedure has been established to ensure that where grievances exist they are settled as quickly and as close to the point of origin as possible, but any employee having a grievance should in the first instance discuss it with his/her immediate supervisor. Full details of the Procedure are available for reference in your department.

## 15. COMPUTER USE POLICY

The Council's Computer Use Policy has been established to encourage standards for acceptable use of ICT resources in the conduct of Council business, to safeguard employees, protect Council assets and ensure compliance with appropriate legislation. Full details of the Policy are available for reference in your department. Employees are required to ensure they comply with the responsibilities stated therein.

## 16. RESTRICTIONS ON OUTSIDE WORK

Your salary/wage will be an inclusive one and any fees, commissions or other payments received by you in consequence of you acting as an officer of the Council shall, unless the Council otherwise direct, be credited to the Council.

The Moray Council will not normally restrict whole time employees from undertaking work with other employers provided such work does not conflict with their paid employment with the Council, impair in any way the performance of their Council duties or involve the use of materials, equipment or tools belonging to the Moray Council. Employees should seek advice from their line manager if they are in any doubt.

## **17. TRADE UNION**

The Moray Council supports a system of free collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes this can only be conducted by representatives of the employer and the employees and it is essential for employees' organisations to be fully representative. Employees are therefore encouraged to be in membership of a trade union representing them on the appropriate negotiating body. Details of representative trade unions are available for reference from Personnel Services.

Unless otherwise instructed, a new employee's, name, job title and work contact details will be passed to UNISON. This will enable them to inform new employees what services and support are available from UNISON. Other Unions recognised for collective bargaining are GMB, TGWU, UCATT and AMICUS and employees may seek information from them if they so wish.

## **18. SAFETY POLICY**

The Moray Council accepts its responsibilities under the Health and Safety at Work etc. Act 1974 and the Council's Statement of Safety Policy will be drawn to the attention of all employees, as will all relevant departmental safety statements and instructions. Individual Heads of Department are responsible for implementing the Council's Safety Policy within their department. Employees are reminded to take reasonable care for their own health and safety and that of others who may be affected by their activities and to co-operate fully with the Authority in this regard.

The Council has adopted a 'No Smoking' policy and, therefore, smoking is prohibited in all Council buildings and vehicles.

## **19. REDUCED RATE NATIONAL INSURANCE CONTRIBUTIONS (Married women)**

Women who pay Reduced Rate N.I. Contributions immediately lose this right if their marriage ends in divorce or by annulment. Employees in this category are required by law to notify the Council (Payroll Section) if they are no longer entitled to Reduced Rate N.I. Contributions.

## **20. PENSION**

The Moray Council in accordance with the New Local Government Pension Scheme (Scotland) Regulations 2009, operates a contribution based pension scheme.

All staff initially employed for a period of more than 3 months, will automatically become members of the Local Government Pension Scheme as operated by this Authority, unless they elect, in writing, to opt out.

Staff employed on a contract of less than 3 months and/ or on a Casual/ Relief basis will not be eligible to join the Scheme.

Further details on the scheme can be obtained from the Pensions Section at Aberdeen City Council on 01224 814949.

## **21. COMMUNITY CHARGE AND COUNCIL TAX LIABILITY**

As a body that is substantially financed by local taxation, the Authority takes seriously the responsibility of citizens to pay Community Charge and Council Tax liabilities. You are therefore notified that should you now be, or in the future become, in arrears with either Community Charge or Council Tax liabilities to summary warrant stage, the Council will co-operate with the Sheriff Offices in the arrestment of wages.

## **22. CALCULATION OF INITIAL AND FINAL SALARY PAYMENTS**

An employee's first and final salary will be calculated on the basis of a 365 day year. This method is commonly applied by local authorities in Scotland and is consistent with that used for the calculation of pension benefits.

### **Monthly Pay**

The initial salary will be calculated by dividing the salary by 365 and multiplying the result by the number of days from the date of start to 31 March next and then deducting 1/12 of the annual salary for each full pay month to that date.

### **4 weekly**

The initial salary will be calculated by dividing the annual salary by 13 then dividing that result by 28. Multiply the result by the number of days from the start date to the end of the 4 week period.

### **Final salary**

Final salary will be calculated by dividing the annual salary by 365 and multiplying the result by the number of days from 1 April last to date of leaving and then deducting the amount received in earlier pay periods.

**I hereby accept the post on the terms and conditions outlined in this supplementary statement and the contract letter.**

**SIGNED: ..... DATE: .....**

**(Please retain this for your own records)**

**April 2010**