



Appendix 1 - General Terms and Conditions of Service

1. Working Week

The Standard Working Week will be 37 hours. The Standard Working Pattern will be Monday to Friday between the hours of 08:00 and 22:00. (Please note: this clause is in relation to overtime and does not impact on an individuals' contracted hours).

Hours worked up to 37 in any one week (or averaged over a longer period where this has been agreed as a service delivery requirement) will be paid at plain time rates.

2. Increments

Increments will be competency based rather than service related. As a general rule increments will be paid to all eligible employees on an annual basis. However it will be possible for an individual to receive more than one increment at a time or be accelerated through the grade, where it is demonstrated that the employee has attained the appropriate level of competence required.

Equally, albeit in exceptional circumstances, it is possible for an individual not to receive an increment where it is demonstrated that the employee has not performed satisfactorily despite being given every opportunity and encouragement and after due process, so to do. At least 3 months' notice will be given if this is contemplated.

Pending the introduction of the competences process, current normal incremental arrangements will remain in operation with annual increments being granted as from 1 April each year until the maximum of the scale is reached, provided the employee has not less than six months' service in the grade. If the employee has less than six months service in the grade at 1 April, then the employee will be granted an increment with effect from the day following the completion of six months service of appointment, promotion or re-grading. When the Orkney Islands Council performance review process has been established, increments will be awarded in accordance with that scheme.

3. Work Outside UK

It is not anticipated that you will be required to undertake work outside the United Kingdom, unless otherwise specified.

4. Monthly Pay

All employees will normally be paid monthly by credit transfer to their bank on the fifteenth day of each month in respect of the month ending on that day.

5. Overtime

Work in excess of the Standard Working Week will be discouraged and in particular employees will not be required consistently to work overtime unless where sub-paragraph (iii) below applies. All employees shall not be entitled to any enhanced rate for additional hours worked until their total hours exceed 37 in any one week or reference period (see below).

Employees paid at salary point 41 and above shall be regarded as working on an all-inclusive basis and shall not be entitled to separate recognition for any overtime worked as pay or time off in lieu. (Overtime includes **any** hours worked additional to the contracted hours.)

The standard hours may be worked over any reference period e.g. one week, 148 hours over four weeks or annualised hours, with due regard for compliance with employment legislation such as the Working Time Regulations and wider social considerations such as the work life balance.

Where overtime is found to be unavoidable and previous approval has been given by a senior officer to whom this power has been delegated, payment shall be calculated on the following basis:

- A.** The hourly overtime rate of pay will be derived from an employee's spinal column hourly rate.
- B.** Extra time of less than 15 minutes on any day shall not rank for overtime.
- C.** Employees for whom it is a condition in their contract of employment that they shall work a fixed number of hours in addition to the standard 37 hour week shall be entitled to overtime payments for those hours. Contracted hours will be regarded as permanent and will be paid as salary and be used to calculate final salary for pension purposes.
- D.** Employees for whom it is not a condition of their contract of employment that they work fixed hours longer than the standard 37 per week, and are required to work overtime, compensatory leave (Time Off In Lieu -TOIL) on a straight time basis may be agreed with the individual as an alternative to payment.
- E.** Hours worked between 37 and up to and including 45 in any one week (or averaged as above) will be paid at the rate of time and one half.
- F.** Hours worked beyond 45 in any one week (or averaged as above) will be paid at the rate of double time.
- G.** Overtime worked on a general or public holiday will be paid at the rate of double time in complete recompense or single time with equivalent time off in lieu (TOIL). Overtime worked on 25, 26 December 1, 2 January will be paid at the rate of double time with equivalent TOIL. Where the overtime worked is up to 4 hours the equivalent TOIL will be 4 hours. Where the overtime worked is in excess of 4 hours the equivalent TOIL will be equal to the actual time worked subject to a minimum of 7 hours.

6. Public Holidays

a) Employees whose working pattern **does not normally** include public holiday working:

- Work on a general or public holiday will be paid at the rate of double time in complete recompense or single time with equivalent time off in lieu (TOIL). Overtime worked on 25, 26 December 1, 2 January will be paid at the rate of double time with equivalent TOIL.
- Where the time worked is up to 4 hours the TOIL will be 4 hours. Where the time worked is in excess of 4 hours the TOIL will be equal to the actual time worked subject to a minimum of 7 hours.

b) For employees whose working pattern **normally** includes public holiday working and are in receipt of unsocial hours allowances there will be no separate recognition for contracted hours worked on public and general holidays except for 25 December and 1 January – these days will be added to the annual holiday entitlement and taken by mutual arrangement. Work on Christmas and New Year’s days will attract double time.

7. Unsocial Hours

Unsocial hours are defined as those hours outwith the Standard Working Pattern i.e. all hours between 10 pm and 8 am Monday to Friday and all hours on Saturday and Sunday. Night work is defined as those hours between 10 pm and 8 am.

Where, through the need to provide a continuous public service, employees who are designated as 7 day workers (i.e. working any 5 days in the period Monday to Sunday) and who are required to work on a regular basis on the following patterns of work shall be paid for all contracted hours worked as follows:

5 out of 7 day working between 08:00 and 22:00.	10% of basic salary.
5 out of 7 day working on a 24 hour basis.	15% of basic salary.
2 day working - weekends only.	25% of basic salary.
7 day working – night working.	33% of basic salary.

Any permanent work on patterns not described above will be treated on a pro rata basis.

For all employees working these patterns there will be no separate recognition of public and general holidays except for 25 December, Christmas Day and 1 January, New Year’s Day – the days will be added to the annual holiday entitlement and taken by mutual arrangement. Work on Christmas and New Year’s days will attract double time.

Any hours worked outwith the standard working week, which are in addition to contract hours will be treated separately and will attract the higher of relevant unsocial hours enhancement or overtime.

8. Standby Disturbance and Call Out

The nature of the post of certain employees makes it necessary for them to be prepared to carry out standby duties. Such employees will therefore be contractually required to undertake standby duty on a roster if so requested by the authority and to

carry out emergency work as and when the need arises. Other employees, who may be on a “call out roster” will only be contacted if necessary. If they are unable to come in for any reason, then another employee will be contacted. There is not a contractual obligation for an employee on a call out to come in. The concept of “on call” will be shared amongst all employees in the work group and not just those who have contractual standby responsibilities.

Standby employees are under an obligation outside their normal working hours (including Saturdays, Sundays and Public Holidays) to remain on call and to be available to be consulted and if necessary to be called out for emergency duty.

Employees who are required to undertake standby duty, will be entitled to payment in accordance with paragraphs below.

Payment for Standby

Payment for standby will be in accordance with the general terms and conditions (Appendix II).

Each 24 hour period of standby duty is to commence at the beginning of the working day (or at the same hour on non-working days).

Employees on standby duty on 25, 26 December 1, 2 January will also receive an additional day of holiday for each such day of standby.

Disturbance and call out payments for employees on standby

Employees undertaking standby duty, who are contacted or called out in accordance with the agreed arrangements, will be paid on the following basis:

- For each occasion on which the employee is contacted and which results in the exercise of skills for which the standby duty is required, either at the employee's home or elsewhere shall be entitled to a standby disturbance payment (Appendix II); an employee will, however, only be entitled to one such payment within each period of two hours, commencing with the start of the standby session.
- Where an employee becomes entitled to a payment as described above and where the total time of disturbance is in excess of 30 minutes within that two hour period, the employee will be entitled to further payment for the whole of the period of disturbance or call-out at the appropriate rates with a minimum of one hour paid.

Payments for employees when not on stand by

Employees not undertaking stand by duty but who are contacted and the contact results in the exercise of skills, or called out, will be paid a minimum of two hours at the appropriate rate with due consideration of overtime and unsocial hours enhancements. This is subject to the restriction of recognition for overtime.

Sleep-in Arrangements

In circumstances where an employee undertakes to sleep on the premises / vessel and be available for duty they shall receive a sleep-in allowance (Appendix II) to cover the sleep-in requirement and up to half an hour's call out a night. When the

call-out exceeds half an hour on any night, such additional time shall be paid at the appropriate rate with due consideration of overtime and unsocial hours enhancements.

9. Acting Up Arrangements

Where an employee is required temporarily to undertake the full duties and responsibilities of a post at a grade which is higher than the employees own; the Council will grant an allowance, determined with regard to the hourly rate of the higher post and the period for which the duties are undertaken based on what the employee would receive on promotion to the post. These arrangements will apply to periods of a week or more.

Where an employee is required temporarily to undertake a significant proportion, which is assessed as at least 25% of the duties and responsibilities of a post at a grade which is higher than the employees own, the Council will grant a calculated enhancement to reflect the percentage of duties undertaken and the difference between the rates of the posts.

Where full or partial acting-up arrangements do not apply and an employee is required temporarily to undertake duties beyond the scope of the post the Council may grant an honorarium to reflect the higher duties involved.

10. Relocation

Where an employee's permanent place of work has been relocated by over 5 miles, the additional distance to and from their home to the new place of work shall be paid at the standard normal mileage rate for 3 years. No mileage will be paid for travel at lunchtimes.

11. Pensions

You will be automatically entered into the Local Government Pension Scheme, unless you notify the pension section, in writing, that you do not wish to become a member of the Scheme.

Full details may be obtained from the Pensions Section, Corporate Services.

12. Travel Expenses

If you use your own vehicle on authority business you must possess an appropriate current driving licence with business insurance cover which you must evidence to the Authority when you take up your post and when requested. The appropriate mileage rate which may be claimed for use of your own vehicle is contained in Appendix II.

13. Annual Leave Entitlement

General

The Authority has determined the Leave Year and this will be from 1 April to 31 March.

Minimum annual leave entitlement is 20 days, although employees entering the service part way through a leave year will be entitled to annual leave on a pro-rata basis calculated from the date of commencement to 31 March, in that year. Your annual leave entitlement will increase by 1 day for each completed year of continuous service as at 1 April, up to a maximum of 5 days.

In addition to annual leave, there are 10 public holidays each year and three additional "floating" days. The Authority may require some or all of the floating days to be taken during the Christmas / New Year period. Employees will be entitled to any public holidays which occur in your period of employment, although for employees entering or leaving the service part way through the leave year the public holidays will be pro-rated over the complete leave year rather than being awarded as and when they fall.

Shift workers

Entitlement is calculated by aggregating annual leave entitlement, public holidays and floating days, dividing the total by 5 and multiplying by the number of contracted hours of work each week. The resultant figure is your annual leave entitlement in hours.

Part Time workers

Your entitlement, as a part-time employee, is calculated by aggregating annual leave entitlement, public holidays and floating days, dividing the total by 5 and multiplying by the number of contracted hours of work each week. The resultant figure is your annual leave entitlement in hours. Appropriate leave must be taken for public holidays that fall on days which you would normally work.

Term Time Workers (Part Year Workers)

The leave entitlement indicated above is based on 52 week working. As a term time worker your total leave entitlement will be pro-rata as above based on the number of weeks you are required to work.

Payment for all holidays will be at normal salary rate, including Distant Islands Allowance.

Should you leave the Council's employment before the end of a leave year, the entitlement for that year will be calculated on a pro-rata basis, taken from 1 April immediately preceding, to the date of leaving.

Where you are absent through illness for a period exceeding three months the Council will limit the annual leave to an amount equal to the period of actual service given during the leave year.

14. Flexitime

The Council operates a Flexitime Scheme where, subject to management agreement and ensuring service delivery is maintained, you can organise your working hours flexibly to cater for personal circumstances. The Flexitime Scheme is not intended to enable a regular, long term or permanent change to your hours of work or normal

working pattern. A copy of the Flexitime Scheme is available on the Staff Portal or from HR and Performance.

15. Sickness Absence

You will be required to inform your Supervisor / Manager as soon as possible and no later than one and a half hours from your shift start time, on the first day of absence due to sickness.

If you are unable to return to work on the fourth day of absence you must inform your Supervisor / Manager as soon as possible on that day.

Where the absence continues up to seven days, on return to work you will be required to self-certify the whole of your absence on the appropriate form which will be provided by the Authority. Where the absence extends beyond seven days, you will submit National Insurance doctors' certificates.

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.

Full details of the Sickness Allowances Scheme are contained in the Handbook of National Scheme of Salaries and Conditions of Service for Local Government Employees.

16. Disciplinary Rules and Procedures

A copy of the Council Staff Rules and Code of Conduct are available on the staff information portal or from HR and Performance. Any breach of these rules or codes will render you liable to disciplinary action. The Council reserve the right to amend the Disciplinary Rules and Code of Conduct from time to time to take account of changing circumstances.

A formal procedure has been agreed for dealing with disciplinary matters and is detailed in the Authority's Disciplinary Procedure, a copy of which is also available on the staff information portal or from HR and Performance. This procedure is a collective agreement between the Authority and the locally recognised trade unions.

Appeals against warnings may be made in writing to the Head of HR and Performance.

17. Grievance

If any difference or grievance should arise between yourself and the Authority, you should first raise this orally or in writing with your immediate supervisor. Alternatively where the matters concern the supervisor, the issue should be referred, under the informal stage of the Procedure to the next level of management. Should the matter not be resolved at this level, subsequent steps are set out in the Authority's Grievance Procedure, a copy of which is available on the staff information portal or from HR and Performance.

18. Code of Conduct

The Authority has adopted a Code of Conduct for Employees, It is a term of your employment that you accept and abide by the Code. A copy of the Code is available on the staff information portal or from HR and Performance.

19. Confidentiality

You shall not either during your employment (except in the proper performance of your duties) nor at any time after its termination, use for your own purposes (or for any purposes other than those of the Council) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the Council or to any subsidiary organisation or relating to its or their affairs or dealings which may come to your knowledge during your employment. This restriction shall cease to apply to any information or knowledge, which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.

Confidential information shall include, but not be limited to the following:

- A.** Information concerning the services offered or provided by the Council including the names of any persons, companies or other organisations to whom such services are provided, their requirements and the terms upon which services are provided to them (save that such information shall not be regarded as confidential once it has been published in any Council document or other format which is available to the member of the public).
- B.** Any information relating to a proposed re-organisation, expansion or contraction of the Council's activities including such proposal which involves the activities of any other corporation or organisation.
- C.** Financial information relating to the Council (save to the extent that such information is published or readily available to the general public).
- D.** Details of the employees of the Council the remuneration and other benefits paid to them (unless this information is published or readily available to the general public).
- E.** Any information that you have been told is confidential or which you may reasonably expect to be confidential.
- F.** Any information that has been given to the Council in confidence by other individuals, companies or organisations.

All records, documents and other papers (together with any paper or electronic copies or extracts thereof) made or acquired by you in the course of your employment shall be the property of the Council and must be returned on the termination of your employment.

Any breach of confidentiality relating to the provisions of this clause will be considered a serious breach of discipline and will lead to action being taken under the Council's disciplinary procedure.

None of the foregoing affects disclosure under the provision of the Public Disclosure Act 1988.

20. Data Protection

In employing you, the Council shall process your personal data in compliance with the Data Protection Act 1998 (the "DPA"). You have a right of access to the personal data that the Council processes about you (although not all information that relates to you amounts to personal data).

Generally, the Council shall process your personal data for the purpose of administering the employment relationship, for administering (or assisting in the administration of) your pension and / or any other employee benefit, for administering the statutory and contractual sick pay system, for monitoring and assessing your performance or your compliance with the Council's policies and, generally for administering all matters relating to the wider employment relationship. If the Council is subject to a re-organisation involving a third-party then certain of your details may be made available to that third party to facilitate that process. The DPA provides a lawful basis for processing your information for many of these purposes without the requirement of seeking consent, for instance, when these purposes are in the Council's legitimate interests or the processing is necessary to allow the Council to meet obligations or exercise rights which arise in the context of the employment relationship.

Without prejudice to the above and without limitation to the ability of the Council to process your sensitive personal data for other purposes, the Council shall process your sensitive personal data for the purposes of administering the employment relationship and, by signing these terms and conditions, you confirm that, where such processing is not necessary in order to exercise or perform any right or obligation arising in connection with your employment, such processing is done with your fully informed consent.

You may withdraw consent for the processing specified above by delivering a written notice to the Council, by recorded delivery at the Council's normal place of business. However, you should be aware that such withdrawal shall not exempt you from your obligations under these terms and conditions and that, in certain circumstances, the withdrawal of consent will, by its very nature limit the Council's ability to comply with its own obligations to you. Where, as a result of a withdrawal of consent for processing of specified above, the Council fails to fulfil any obligation owed to you under these terms and conditions then the Council shall not be in breach of contract as a result thereof.

Where you withdraw or subsequently refuse to give consent for processing of sensitive personal data the Council shall nonetheless be entitled to continue to process such sensitive personal data where they are otherwise entitled to do so in accordance with the DPA.

You acknowledge that if, during the course of your employment, you have access to personal data whether or not on computer and whether on the office or at home or elsewhere, you must take adequate precautions to ensure protection of that personal data so that neither the Council nor individuals are liable to prosecution as a result of a disclosure. You must comply with both the provisions of the DPA and the Council's own policies and procedures in this regard.

21. Copyright

The copyright in all records and documents made by you in the course of your employment shall belong to the Council.

22. Restrictions on Other Employment

Orkney Islands Council is deemed to be the main employer of anyone who is contracted for 24 hours or more per week. In these circumstances you shall not engage in any other business or take up any additional part time work without the Council's prior approval.

23. Criminal Record Checks

If your post requires you have a satisfactory Disclosure Scotland clearance, either a standard or enhanced Disclosure clearance or Protecting Vulnerable Groups Scheme Membership, Orkney Islands Council requires that you inform your line manager in writing of any contact you may have with the police on matters likely to affect your work, for example an interview under caution, a charge or receipt of a Police Warning.

You must report this immediately so that your employer can determine whether you are able to continue / resume your duties.

24. Work Specific Qualifications

If your post requires you have a specific qualification to perform your duties you must inform your line manager of any occurrence which may result in the loss of that qualification (e.g. driving licence).

25. Definition of a Day's Pay

A day's pay will be defined as one fifth of 7 / 365 of the annual pay (pro-rata as appropriate). A week is the period from 00.01 on Monday to 12.00 midnight on Sunday. Transitional arrangements will be offered to enable employees to move to the new pay dates.

26. Asylum and Immigration Act 1996

We have an obligation under Section 8 of the Asylum and Immigration Act 1996 to ensure that we employ only those who are legally permitted to work in the United

Kingdom. You will be required to provide for our inspection evidence which confirms your right to work or be in the United Kingdom. Such document(s) should be provided before you take up your employment with the Council and appropriately thereafter if the evidence provided is of a temporary nature.