

## WEST DUNBARTONSHIRE COUNCIL

SUMMARY OF PROPOSED TERMS & CONDITIONS  
FOR SJC EMPLOYEES

CONDITION	
<b>1. Hours of Work/Working Week</b>	<ul style="list-style-type: none"> <li>a. Hours of work will be determined by the requirements of individual services, up to a maximum of 37 hours, excluding meal breaks.</li> <li>b. Services which currently operate on 35 hours per week will continue to do so.</li> <li>c. Services which operate on a Monday – Friday will continue to do so.</li> <li>d. With effect from the date of a collective agreement core working hours will be 7.00 a.m. to 9.00 p.m. Monday to Sunday. No enhanced payments will be made for hours worked, as part of the normal working week, within this timescale. Existing national or locally agreed enhancements to the hourly rate will be deemed to be replaced by the new provisions and, accordingly, will cease to apply.</li> <li>e. The number of hours worked in a week may exceed the hours of a comparable full-time post at certain periods, provided that the average over a year does not exceed the notional working week for a comparable full time employee, up to a maximum of 37 hours.</li> <li>f. There will be an unpaid meal break of at least 30 minutes in work days of 6 hours or more duration.</li> <li>g. The pattern of hours to be worked will be detailed in the contract of employment or in accordance with predetermined rosters and any existing local agreements.</li> </ul>
<b>2. Irregular Hours, Unsocial Hours, Shift Allowance, Night Shift Allowance, Static day Workers, and Split Duty payments.</b>  <b>Alternating Shift Allowance</b>  <b>Night Shift Working</b>  <b>General</b>	<ul style="list-style-type: none"> <li>a. No additional payments will be paid to employees working static days; unsocial hours; irregular hours or split duty. Any existing enhancements will be replaced by the application of the core hours detailed in section 1(d) above unless otherwise specified in this document. Work undertaken outside these core hours will be paid an out of hours allowance of time and one fifth</li> <li>b. A shift allowance of 10% will be paid in respect of alternating shift working i.e. Early/Back or where actual working days vary.</li> <li>c. Time and one fifth of the hourly rate for each hour worked on recognised night shifts between 9.00 p.m. and 7 a.m.</li> <li>d. Employees will have an entitlement to one enhancement only and cannot receive an enhancement on an already enhanced rate.</li> </ul>

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<b>3. Overtime</b>	<ul style="list-style-type: none"> <li>a. All overtime in excess of the notional working week for a full time employee (37 hours) must be authorised by the Director or his/her appointed representative.</li> <li>b. An employee whose basic salary is on or below spinal column point 67 (Grade 7) is eligible for payment of overtime subject to authorisation and to the conditions set out below.</li> <li>c. Overtime payments at enhanced rates will not be made to employees until they have worked in excess of 37 hours in any one week, or averaged week, in circumstances where employees may have variable working weeks.</li> <li>d. Employees required to work additional hours prior to completing 37 hours will be entitled to receive overtime payments subject to c. above.</li> <li>e. Overtime payments at enhanced rates will be paid for actual hours worked based on 15 minute periods of completed work. Any time worked less than fifteen minutes will not attract an overtime payment.</li> </ul>
<b>4. Overtime Payments</b>  <b>Monday to Sunday</b>  <b>Public Holidays</b>	<ul style="list-style-type: none"> <li>a. All hours in excess of 37 hours per week, Monday to Sunday, will be paid at time and a half.</li> <li>b. Overtime worked on a public holiday will be paid at double time or single time plus a day in lieu (see para 9).</li> </ul>
<b>5. Standby &amp; Callout Payments</b>	<ul style="list-style-type: none"> <li>a. The operation of a system of standby duty at an employee's home will be a matter for determination by the Council. Where there is no contractual requirement to participate in a standby system, employees should be consulted on proposed arrangements to secure their voluntary participation.</li> <li>b. An employee paid under these arrangements will 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 core working hours.</li> <li>c. Any employee performing standby duty will be paid at the nationally agreed rate.</li> </ul>
<b>6. Sleep in Allowance</b>	<ul style="list-style-type: none"> <li>a. In those residential establishments where no officer is required on waking 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. An officer so rostered shall receive a sleeping-in payment at the rate of 31.86 a night to cover the sleeping-in requirement and up to half an hour's call out per night such additional time should be paid at the rate of time and a half. Arrangements will be subject to review under the Working Time Directive and recent case law.</li> </ul>

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<b>7. Excess Travel</b>	a. As per existing arrangements.						
<b>8. Responsibility Allowance</b>	<p>a. Where, for reasons other than absence on normal holiday, an employee is required temporarily, in addition to their normal duties, to undertake duties of a post the grade of which is higher than the employee's own grade, the employee will be granted an allowance equal to the difference between his/her existing salary and the minimum point of the higher post, due regard being taken of (a) the salary scale for the higher post, (b) the extent of the additional duties and responsibilities, and (c) the period for which these are undertaken.</p> <p>b. The allowance referred to will be paid retrospectively, with effect from the day on which the employee is required to undertake the duties of the higher post.</p> <p>c. Employees will not be paid the higher duties allowance during periods of sick leave, annual leave, maternity leave, paternity leave or periods of extended special leave.</p>						
<b>9. Public Holidays</b>	<p>12 days in leave year designated as per existing arrangements</p> <p>Entitlement for part-time employees will be the same as that of the comparable full-time employees of the Council, applied on a pro-rata basis.</p> <p>An employee required to work on a general or public holiday as part of the normal working week will, in addition to the normal pay for the day be paid:-</p> <p>EITHER</p> <p>At plain time for the time actually worked within normal working hours and will be allowed time off with pay in lieu at a later date on the following basis:-</p> <table data-bbox="549 1294 1449 1496"> <thead> <tr> <th><u>Time Worked</u></th><th><u>Time Off</u></th></tr> </thead> <tbody> <tr> <td>Half of a normal day or less</td><td>Half of a normal working day</td></tr> <tr> <td>Over half of a normal working day</td><td>The whole of a normal working day</td></tr> </tbody> </table> <p>OR</p> <p>At double time rate for the time actually worked within the normal working hours, with no time off in lieu.</p> <p>The decision on the appropriate method of pay or leave (i.e. in addition to normal pay, either plain time payment plus relevant time off; or double time payment with no time off in lieu) will be taken subject to the mandatory leave requirements contained within the Working Time Regulations. (Current provisions require employees to take 24 days leave, rising to 28 in 2008)</p>	<u>Time Worked</u>	<u>Time Off</u>	Half of a normal day or less	Half of a normal working day	Over half of a normal working day	The whole of a normal working day
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<b>10. Notice</b>  <b>Notice by Employee</b>	4 weeks for al posts up to Grade 7						

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<b>Notice by the Council</b>	<p>8 weeks for all other posts covered by agreement</p> <p>Statutory minimum.</p> <table><tr><td>i)</td><td>One month or more but less than two years</td><td>Not less than one week</td></tr><tr><td>ii)</td><td>Two years or more but less than twelve years</td><td>Not less than one week for each year of continuous service</td></tr><tr><td>iii)</td><td>Twelve years or more</td><td>Not less than twelve weeks</td></tr></table> <p>Where the Council terminates the employment of an employee, the statutory minimum notice periods will apply. The Council will be free to pay monies in lieu of notice except in cases of summary dismissal in which case there will be no entitlement to notice.</p>	i)	One month or more but less than two years	Not less than one week	ii)	Two years or more but less than twelve years	Not less than one week for each year of continuous service	iii)	Twelve years or more	Not less than twelve weeks
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<b>11. Pay Protection</b>	<p>3 years pay protection with effect from 1 April 2008.</p> <p>Where staff who, as a consequence of the implementation of the Single Status Agreement, experience a reduction in contractual earnings there is a commitment to offset the immediate impact of this through protection for a period of 3 years. Earnings will be protected on a "cash-conserved" basis and will include:</p> <ul style="list-style-type: none"><li>• Weekend working enhancements</li><li>• Irregular/unsocial hours enhancements</li><li>• Night shift allowances</li><li>• Contractual overtime payments</li><li>• Short term recruitment and retention premium</li><li>• Bonus</li></ul> <p>Protection will be based on an average over a specified number of months (either 3 or 4) prior to the change in terms and conditions taking effect and will be conditional on the employee continuing to undertake contractual overtime, night duty, unsocial hours etc. up to the level undertaken before the change in terms and conditions.</p> <p>Following the expiry of the protection period detailed above all current salary preservation arrangements will be superseded by the terms and conditions as detailed above.</p>									
<b>12. Salary Frequency</b>	<p>To be reviewed on implementation of Single Status.</p>									