

*UPDATED VERSION WITH EFFECT FROM 1 APRIL 2007*  
**SINGLE STATUS AGREEMENT**

**IMPLEMENTATION**

Phase One was implemented from 1 April 2000  
Phase Two is to be negotiated

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**PLYMOUTH CITY COUNCIL**  
**LOCAL TERMS AND CONDITIONS OF**  
**EMPLOYMENT**

**INTRODUCTION**

These terms and conditions of employment for employees are the result of negotiations between the Authority's recognised Trade Unions and Employers' representatives.

Local Government Reorganisation, and the national harmonisation agreement bringing together the conditions of former manual and white collar employees created the need for local agreements covering most aspects of employment within Plymouth City Council.

These local conditions supplement the National Joint Council for Local Government Services National Agreement on Pay and Conditions of Service, the "Green Book".

These terms and conditions apply to all employees of Plymouth City Council with the exception of Craft and Associated Employees, Teachers, those on Soulbury and Youth and Community Workers, Chief Officers and the Chief Executives' terms and conditions. Advice should be sought from your HR Adviser if you are in any doubt about your terms and conditions of employment.

These local conditions will be reviewed and amended from time to time by Collective Agreement.

**SECTION 1**  
**REMUNERATION**

**1. SALARY SCALES**

Information on remuneration can be found on the Intranet or given by your departmental HR Adviser.

## 2. ADDITIONAL INCREMENTS

### a) Appointments

For posts with more than one increment in the grade the recruiting manager may appoint at any increment within the grade.

### b) Incremental Progression

If employed on an incremental grade, increments shall be paid on 1<sup>st</sup> April each year until the maximum of the scale is reached subject to the following qualifications:-

a) Increments may be accelerated within an officer's scale at the discretion of the authority on the grounds of special merit or ability, subject to the maximum of the scale not being exceeded. Employing authorities are particularly recommended to have regard to an officer's post entry success at an examination approved by them, unless benefit is otherwise provided by the scheme.\*

b) Officers with less than six months' service in the grade by 1<sup>st</sup> April shall be granted their first increment six months after their appointment, promotion or regrading; except where their salary on 1<sup>st</sup> April following appointment, promotion or regrading would be less than one spinal column point in excess of the salary they would have received on that day in their old grade with the same authority, when they shall be entitled to their first increment on 1<sup>st</sup> April.

\* any advancement under (a) shall not interrupt the payment of normal increments on 1<sup>st</sup> April.

### c) Promotions

On promotion an employee shall be paid a salary in accordance with the new grade. This is to be at least one spinal column point in excess of the salary they would have received on the old grade.

## SECTION 2

## **SUBSISTENCE AND OTHER RELATED ALLOWANCES**

### **3. SUBSISTENCE**

Payment up to a maximum of £12 per day is payable on the production of valid VAT receipts excluding the cost of dinner where an employee has to stay overnight.

The cost of dinner for an overnight stay will be limited to a maximum of £12 on production of a valid VAT receipt.

Payment will be based on the actual expenditure incurred, and will not exceed the relevant subsistence rate.

#### **Private Accommodation Arrangements**

An employee can claim £35.00 for bed and breakfast, when making private arrangements. No receipt is required, for this claim, but £10 of the £35 is subject to tax and national insurance deductions.

Payment will only be made for journeys beyond Plymouth City Council boundaries.

Reimbursement of expenses can only be claimed by an employee in respect of their own allowances.

These payments will be reviewed annually.

### **4. JOURNEYS ABROAD**

All journeys abroad will be subject to authorisation by the relevant Director.

The levels of subsistence which can be claimed with respect to prevalent economic conditions which may prevail in the country to be visited.

### **5. ENTERTAINMENT**

Employees authorised in advance by the Chief Executive or Director may entertain members or officials to meals, and claim reimbursement of expenses up to a maximum of £8.50 (£10.00 in London) per meal for themselves and their guests, on production of receipts. Rates will be reviewed annually.

### **6. OVERNIGHT STAY IN LONDON (or other major City)**

Employees may be reimbursed more than the prescribed

rate should suitable accommodation be otherwise unavailable provided receipts are attached. Accommodation to be arranged by the employee, with regard to local authority discount schemes.

## **7. TRAINING COURSES**

- a) Second class rail fare will be payable to all employees travelling by rail outside the boundaries of Devon and Cornwall.

If an employee chooses to take their car then either second class rail fare or 15 pence per mile is reimbursed, whichever is cheapest. This may not cover petrol costs, so employees are asked to consider this before using their car, since we are unable to reimburse in excess of the above. (There are now numerous types of rail tickets of varying prices. For comparison purposes when using a car, a 'super advance' ticket price should be used).

- b) Subsistence will not be paid for journeys within Plymouth.

## **8. RECRUITMENT EXPENSES FOR CANDIDATES INVITED FOR INTERVIEW**

### **Meal Allowances**

Payment up to a maximum of £12 per day is payable on the production of valid VAT receipts excluding the cost of dinner where a candidate has to stay overnight.

The cost of dinner for an overnight stay will be limited to a maximum of £12 on production of a valid VAT receipt. Candidates who require overnight accommodation may claim up to £70.00 (Bed & Breakfast) on production of a valid VAT receipt.

Payment will be based on the actual expenditure incurred, and will not exceed the relevant subsistence rate.

### **Travelling Expenses**

Travelling expenses incurred visiting Plymouth for interview, will be reimbursed at the 2<sup>nd</sup> Class rail fare between the candidate's nearest railway station and Plymouth or the lowest casual user car mileage allowance for the journey whichever is the lowest. For candidates travelling from outside of Devon and Cornwall, 15 pence per mile can be

claimed.

**9. INTERVIEW EXPENSES**

Successful candidates who decline the offer of appointment without good reason may have any recruitment expenses withdrawn at the discretion of the Head of Human Resources. This should be made clear in the letter inviting candidates to interview.

**10. REMOVAL ALLOWANCE SCHEME**

Relocation assistance is offered in recognition that significant costs may be incurred by new employees who relocate to take up a new positions with the council and to attract “high calibre” candidates to “hard to fill” roles.

Full details will be sent to those candidates that are eligible.

**SECTION 3  
MISCELLANEOUS ALLOWANCES**

**11. TELEPHONES IN PRIVATE HOMES**

In cases where employees are required, by the Authority, to install a telephone in their private home, the Authority will pay the installation rental, and any removal/reconnection fees incurred.

Plymouth City Council will only pay the installation/rental, and any removal/reconnection fees, for private telephones or mobile phones (not both).

Employees will be required to pay for the cost of private calls.

The cost of business calls will be paid for by Plymouth City Council against the production of itemised telephone bills.

**12. FIRST AID ALLOWANCE**

Designated First Aiders will be entitled to the First Aid Payment. The holding of a current First Aid Certificate does not give an automatic right to the payment.

A payment of £156 per annum shall be made to full-time employees designated as recognised First Aiders, provided they maintain a current First Aid Certificate. In the case of

part-time employees, a pro-rata payment shall be made. The rate will be reviewed annually. Refer to Health and Safety Policy for further information.

**13. EMPLOYEES WHOSE WORKPLACE IS COMPULSORILY CHANGED**

In situations where an employee is compulsorily relocated to another work site, a time limited payment for additional miles incurred will be made for 3 years where additional expenditure is incurred as part of this move.

If an employee's post is regraded, or as a result of restructuring the employee is displaced and then achieves a higher grade post, the employee will not lose the relocation payment.

If the employee is re-located again within the 3 year period and relocation payment applies then a new 3 year payment period commences from the date of the move.

The payment is to be for no longer than 3 years and will reimburse:

Additional cost of public transport fares incurred for home to work travel,

OR

Cost of additional mileage incurred to travel to and from home.

**SECTION 4  
VEHICLE ALLOWANCES**

**14. ESSENTIAL CAR ALLOWANCE CRITERIA**

In furtherance of National Conditions for car allowances (part 3 section 6) ECU allowance will be paid where:

- a) 5000 qualifying business miles a year is undertaken i.e. excluding mileage to conferences, courses or for other personal development. Recorded mileage criteria for part-time employees will be pro rata to qualify for full lump sum.

Mileage is to be calculated between January – December of each year and the appropriate allowance will be applied in

the following April. This calculation excludes mileage claimed for conferences, courses or personal development, and is payable subject to provision of a relevant VAT petrol receipt.

ECU designations will be reviewed annually at the financial year end. Employees not meeting the criteria will revert to Casual User Status at financial year end.

Employees entertaining newly established posts found to be qualifying for Essential Car User allowance after 6 months monitoring will be paid in retrospect which will be offset by any Casual User allowance already paid.

This definition does not exclude Plymouth City Council's responsibility under the Disability Discrimination Act.

#### **15. CASUAL CAR ALLOWANCE CRITERIA**

Casual Users are those for whom it is desirable that a car should be available when required, and who are authorised by their Head of Service. Casual Car User Allowance is payable subject to provision of a relevant VAT petrol receipt.

#### **16. MILEAGE ALLOWANCES**

- a) All claims should be made out for a calendar month and submitted to the Head of Service as soon as possible after the end of each month. (For travel outside Devon and Cornwall, second class rail (super advance) or 15 pence per mile (which ever is lowest) will be paid).
- b) Current car allowances can be found on the Intranet.
- c) An authorised car user may claim 1p per mile per passenger.
- d) Where a car is not in use as a result of either a mechanical defect or the absence of the employee through illness.
  - i. The lump sum payments should be paid for the remainder of the month in which the car first went out of use, and for a further three months thereafter. For the following three months, payment should be made at the rate of 50% of the lump sum payment.

- ii. During the period when a car is off the road for repairs, reimbursement in respect of travel by other forms of transport should be made by the employing authority.

## **17. TRAVEL ALLOWANCES**

- a) Rail will be the normal means of travel for employees travelling outside the boundaries of Devon and Cornwall.
- b) Second class rail fare will be payable to all employees travelling by rail for the whole journey.
- c) Employees who are designated as a car user are not precluded from using a car for journeys outside the boundaries of Devon and Cornwall, if they so wish and/or it is more convenient for them to do so. However, if a car is used then an amount equivalent to 2<sup>nd</sup> class rail fare (super advance fare) for the whole journey or £0.15 pence per mile will be paid to all employees whichever is the lowest. In the case of car sharing the most cost effective rail fare will be reimbursed to the employee.
- d) It may be desirable to travel by car when employees are required to carry members of the public, to carry equipment, or where it is not possible to use rail travel due to accessibility or time by reason of security, cost or convenience to enable them to carry out the duties and responsibilities as detailed in their job descriptions, to or from places outside Devon and Cornwall.
- e) Where there are a number of employees travelling together, a special rate of £0.15p per mile plus £0.01p for each passenger can be claimed if this is more cost effective.
- f) The Council has the right to require an authorised car user to carry official passengers, for which the car user may claim £0.01p per mile per passenger within the insured capacity of the vehicle. "Official Passenger" includes all those who need to be carried for the purpose of the Council's business.
- g) Employees may claim the normal rate of travel

allowance when attending meetings of their professional associations or societies within Devon and Cornwall. For meetings outside Devon and Cornwall employees can travel by second class rail fare or by car but for travel by car, only the lowest of 15p per mile or a super advance ticket price can be claimed.

Normal car mileage rates can only be claimed for mileage within Devon and Cornwall.

**Motor Car Allowances**: Details on intranet or available from your departmental HR Adviser.

## **18. EMPLOYEE CAR PARKING**

Car parking will be provided for all employees as far as possible (not necessarily at the actual place of work) but no guarantee is given or implied.

Employees cannot usually reclaim the cost of parking unless using their vehicle on official Plymouth City Council business.

## **SECTION 5 ANNUAL LEAVE**

### **19. ENTITLEMENT**

#### **Leave Year**

The leave year is from 1<sup>st</sup> April to 31<sup>st</sup> March.

#### **On Commencement**

22 days + 3 Local Days

#### **After 5 years service**

27 days + 3 Local Days

#### **Local Days**

These 3 days are to be used when non-essential services closedown at a time of the Council's choosing (e.g. at Christmas) in consultation with the trade unions, and do not attract any enhancements.

All annual leave entitlement including public holidays and Local Days are pro-rata for part time employees.

### **Operative date for long service leave**

From 1<sup>st</sup> April 1998 additional annual leave was granted pro rata to service in the leave year in which the fifth anniversary of appointment falls. The additional annual leave will be expressed in whole days, rounded up where necessary.

### **Carry forward of Annual Leave**

Employees have the right to carry forward up to 5 days unused annual leave (pro rata for part – timers) from one leave year to the next. This must be taken by 31<sup>st</sup> August and on dates subject to the needs of the service.

### **Employees transferring from other Local Authorities**

Outstanding annual leave may be carried over but must be taken within the existing leave year.

Where employees moving from other authorities have a greater leave entitlement than given by Plymouth City Council, this may be carried over and taken within the leave year, following which Plymouth City Council's leave entitlement will apply.

## **SECTION 6 OTHER PROVISIONS**

### **20. MATERNITY LEAVE AND PAY**

Ordinary Maternity Leave (OML)

All employees, irrespective of the length of employment with Plymouth City Council will have an entitlement to 26 weeks' OML.

Additional Maternity Leave (AML)

AML follows OML and there must be no gap between the two. AML can last up to 26 weeks.

### **PAY**

#### **Statutory Maternity Pay (SMP)**

Employees are eligible for statutory maternity pay (SMP) provided they have a minimum of 26 weeks' continuous

service calculated by the end of the 15th week before the expected week of childbirth, and average weekly earnings of at least the lower earnings limit for NI contributions.

SMP may be paid for a period of up to 39 weeks, provided that the employee qualifies for payment. Payments are subject to tax and National Insurance deductions. (For further information refer to the Maternity Policy)

### **Occupational Maternity Pay (OMP)**

Employees with less than one years continuous Local Government service at the 11<sup>th</sup> week before the expected week of childbirth

Employees who fall into this category are not entitled to receive OMP.

Employees who have completed one year's continuous Local Government service at the 11<sup>th</sup> week before the expected week of childbirth

Employees who fall into this category are entitled to 6 week's at nine-tenth's of a week's pay, then if the employee has declared her intention to return to work she will be due 50% of her normal weekly pay plus the SMP rate for the next 12 weeks, providing that the two do not exceed normal pay.

Employees have two options regarding the timing of half pay, which are:

1. 12 weeks at 50%
2. 20 weeks at 30%

SMP will continue to be paid during the weeks where 0% OMP is due.

Employees must return to work for a period of not less than 3 months following the period of maternity leave or repay the 12 weeks' of half pay OMP.

### **Notification**

In order to qualify for maternity leave an employee shall notify her manager no later than the end of the 15<sup>th</sup> week before the expected week of childbirth or as soon as is reasonably practicable: -

1. That she is pregnant
2. Of the expected week of childbirth
3. The date she intends to start maternity leave (in writing if requested)

The employee should obtain evidence i.e. MATB1 of her expected date of childbirth from a registered medical practitioner as soon as possible, and provide this to her manager.

The employer must inform the employee within 28 days of receiving their notification, of their expected date of return following the maternity leave period.

The employee should provide notification of early return within 7 days in the case of ordinary maternity leave and 21 days for additional maternity leave.

### **Sickness and Annual Leave**

Maternity Leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness leave.

Annual leave continues to accrue during both ordinary and additional maternity leave.

Sickness related to pregnancy which occurs after the 28<sup>th</sup> day before the baby is due, will automatically trigger maternity leave.

## **21. PATERNITY/MATERNITY SUPPORT LEAVE**

There is an entitlement to Paternity/Maternity Support Leave of 3 months for the father/partner or nominated carer of an expectant mother at or around the time of birth.

There is no qualifying period of employment for this leave, and the first week of paternity/maternity support leave is at full pay. For employees with more than 26 weeks' service, the second week is at the Statutory Paternity Pay rate. The remainder of the 3 months is unpaid.

Employees entitled to Paternity/Maternity Support Leave will be allowed to either anticipate up to 5 days paid leave from the current leave year, or carry forward up to 5 days paid leave from the current leave year to be taken at or around the time of birth in addition to the usual carry forward of

leave entitlements.

## **22. PARENTAL LEAVE**

A maximum of thirteen weeks of unpaid leave may be taken by each employed partner for each child up to the age of five years old or in the cases of adoption five years from the date of placement (or the child's 18<sup>th</sup> birthday, if that is sooner). In the case of a disabled child (defined as a child for whom disability living allowance is awarded), the entitlement is a maximum of eighteen weeks of parental leave, up to the child's 18<sup>th</sup> birthday.

The minimum amount of leave taken will be one week for any block leave period. The maximum amount of leave that can be taken in any leave year (1<sup>st</sup> April – 31<sup>st</sup> March) is four weeks per child.

To qualify for this leave employees must have at least one year of continuous service.

## **23. ADOPTION LEAVE AND PAY**

### **Ordinary Adoption Leave**

All employees who are adopting a child from an approved adoption agency, irrespective of the length of employment with Plymouth City Council, will have an entitlement to 26 weeks OAL.

### **Additional Adoption Leave**

Employees who have completed 26 weeks' service ending with the week in which they are notified of being matched with a child for adoption will be entitled to 26 weeks Ordinary Adoption Leave and a further 26 weeks Additional Adoption Leave.

## **PAY**

### **Statutory Adoption Pay**

Employees are eligible for statutory adoption pay (SAP) provided they have a minimum of 26 weeks' continuous service ending with the week in which they are notified of being matched with a child for adoption.

Entitlement to SAP is paid at either 90% of average earnings or SAP standard rate whichever is *lesser*, and is payable for up to 39 weeks.

Employees with less than 26 weeks service have no entitlement to SAP.

### **Occupational Adoption Pay**

#### **Employees with more than one years' continuous local government service**

In addition to SAP the current occupational pay scheme provides five weeks at full pay and 3 weeks at half pay for those employees who intend to return to work and who have at least 1 years local government service, as long as the two combined do not exceed full pay.

### **Payments during additional adoption leave (AAL)**

Entitlement to Additional Adoption Leave is unpaid.

### **Notification**

Adopters must inform their employers of their intention to take adoption leave, and the dates due for placement and start of adoption leave, within seven days of being notified that they have been matched for adoption, unless this is not reasonably practicable.

The employee may vary the start of leave by giving 28 days' notice. Unless this is not reasonably practicable.

The employer must inform the employee within 28 days of receiving their notification, of their expected date of return if they take their full adoption leave entitlement.

Employees who want to return to work before the end of their adoption leave period must give 28 days notice of the date they intend to return.

## **24. TIME OFF FOR INTENDED PARENTS (VIA SURROGACY)**

For any employee with one year of continuous service, who wishes to become an Intended Parent, via Surrogacy, 6 weeks at 90% of normal weekly pay will be paid. An additional 6 weeks can be taken, that is unpaid.

(Interim arrangement, pending further negotiation).

## **25. IVF & FERTILITY TREATMENT**

Up to 26 days' unpaid leave for IVF and fertility treatment will be given. There is also the ability to 'bank' leave of 10 days and carry it forward to the next leave year.

(Interim arrangement, pending further negotiation)

## **26. FAMILY SUPPORT LEAVE**

The following leave will be allowed by the authority if requested:-

### **a) Death**

Up to 5 days leave with pay on the death of partner, son or daughter, father or mother, brother or sister, step son/daughter, mother/father of partner, son/daughter of partner, or if Head of Service\* is satisfied the relationship is close enough to warrant it.

### **b) Sickness**

Up to 5 days leave with pay in the case of sickness (following 2½ days annual or unpaid leave) of those identified above, who are living with the employee or living alone. (However, the first two and a half days of this absence from work should be taken as either annual or unpaid leave before the 5 days special leave is available).

The sickness provision above (i.e. (b)) applies provided the Head of Service\* is satisfied no other arrangements can reasonably be made. For consistency purposes, Corporate Human Resources should be consulted.

An additional 5 days leave without pay may be taken in either circumstances (a) or (b) above.

The manager should immediately discuss the matter with their manager who will make a decision straight away taking the circumstances into account. If the employee's request is still refused and the employee takes the leave without authorisation then an investigation will take place on the employee's return. This investigation will involve the immediate line manager and Human Resources who will advise on consistency.

**27. EXTENDED LEAVE**

Employees who wish to make extended visits abroad may 'bank' up to 10 days annual leave over 2 years. This will allow up to 20 days, together with their annual leave, for the year of visit.

**28. SPECIAL LEAVE**

Head of Service in consultation with the Head of Human Resources may grant up to one month's unpaid leave in exceptional circumstances to an employee who has less than 4 days annual leave left for the year. Further unpaid leave up to 5 months may be considered taking into account the needs of the service.

**29. ABSENCE FOR PUBLIC DUTIES**

Where an allowance is paid the employer will reclaim costs incurred by their absence from work from the employee up to the full allowance received. The employee is expected to claim in full allowances available and repay them to the Authority. This will not apply to election duties.

Paid absence, subject to the above, will be granted to employees undertaking public duties or serving on public bodies as follows:-

- a) **Magistrates** – will be granted to employees appointed as magistrates to make the minimum attendance required by the appointment.
- b) **Election Duties** – will be granted to employees to assist at European, National, Regional or Local elections, or official referendums.
- c) **Election Candidates** – will be granted for employees acting as candidates in European, National, Regional or Local elections on the day of the election, and to attend the declaration of the result.
- d) **Voluntary Lifeboat Persons and Retained Fire Fighters** – for emergency call out.
- e) **Members of other Local Authorities** – Absence not exceeding 144 hours per year.

- f) **Governors of Education Establishments** – Absence not exceeding 20 hours a year, will be granted to employees appointed as members of managing or governing bodies of education establishments.
- g) **Non-Regular Forces** - Absence of up to 10 days a year.
  - a) An employee absent from work due to service with the Reserve Forces should claim payment for the period away from work from the Reserve Forces in the usual manner.
  - b) The employee should re-pay to Plymouth City Council a sum of money equivalent to their normal earnings for the period of their absence.
  - c) Any Reserve Forces earnings over and above the employee's normal earnings, are unaffected and are kept by the employee.
- h) **Jury Service** – will be granted for employees called to attend for Jury Service.

Forms are available from HR Advisers.

### **Paid Absence for Other Public Duties**

Requests for paid absence to fulfil other public duties should be referred to the Head of Human Resources.

Paid absence for public duties/bodies should be taken only where necessary to undertake the role(s).

### **30. EMPLOYEES ABSENT TO ATTEND INTERVIEWS**

Paid absence will be granted to employees who are invited for a recruitment interview within local government or with a body that has a formal partnership arrangement with Plymouth City Council.

Paid absence will also be granted to any employee who has been identified as being at risk of redundancy, for interviews with any organisation. See also Plymouth City Council's Redundancy Avoidance Policy.

## **SECTION 7 WORKING ARRANGEMENTS**

**31. FLEX-TIME**

The Council has a flexitime scheme which applies to the majority of salaried employees. Full details are available in the Flexitime Scheme Guidance on the Document Library.

**32. TIME OFF IN LIEU**

**For those employees on Flexi Time**

Employees are only permitted to work outside the flexible bands start and finish time, in order to meet specific service needs, where prior authorisation is given by Management.

Time accrued in this way will be paid as overtime for employees who are in receipt of basic pay at or below scp 28. These employees will have any time accrued recorded on the clock card but not added into credit or debit.

Employees in receipt of basic pay at or above scp 28 will need to record any time accrued outside of the flexitime bands, on their clockcard, but not add to credit or debit, as it will be recorded separately as TOIL. In these circumstances employees will be entitled to take time off in lieu as appropriate.

**33. OVERTIME**

Overtime will only be required in exceptional circumstances.

There will be equality of opportunity in the allocation of additional hours.

A 37 hour week must be worked before overtime is claimed.

The normal working day will be in accordance with service delivery needs, but will not start earlier than 6.00am, or finish later than 8.00pm.

**Payment of Overtime**

Overtime at enhanced rates is payable only to employees in receipt of basic pay at or below scp 28.

Employees in receipt of basic pay at or above scp 29 who are required to work beyond the normal working week shall be given time off in lieu.

For employees who work within flexi time arrangements, TOIL can only be accrued outside of the flexible bands, e.g.

before 7am or after 7pm.

In exceptional circumstances, these employees may be paid their overtime at plain time rate, if it has been planned and authorised in advance and is unavoidable.

### **Additional Hours**

Employees who are required to work additional hours beyond their working week are entitled to receive enhancements on the following basis:

Monday to Saturday	Time and a half
Sundays and Public and Holidays	Double time (min 2 hours)

(Part-time employees are entitled to these enhancements only at times and in circumstances in which full-time employees in the establishment would qualify. Otherwise a full working week for full-time employees shall be worked by a part-time employee before these enhancements apply).

### **Saturday and Sunday Working**

Employees who are required to work on Saturday and/or Sunday as part of their normal working week are entitled to an enhancement.

Saturday	Time and a half
Sunday	Time and a half – basic pay above point 11 Double time – basic pay at or below point 11

### **Night Work**

Employees who work at night as part of their normal working week are entitled to receive an enhancement of time and one third for all hours worked between 8.00pm and 6.00am.

Night work shall be payable where appropriate, in addition to the enhanced rates of pay for work, as part of the normal working week, on Saturday and Sunday.

### **Public Holidays**

Employees required to work on a public holiday shall, in addition to the normal pay for that day, be paid at plain time rate for all hours worked within their normal working hours

for that day. In addition, at a later date, time off with pay shall be allowed as follows:

Time worked less than half the normal  
working hours on that day                      Half Day

Time worked more than half the normal  
working hours on that day                      Full Day

### **Calculating Plain Time**

The basic annual salary is divided by 365 multiplied by 7 and divided by 37 to ascertain the hourly rate.

## **34. OTHER NON-STANDARD WORKING ARRANGEMENTS**

Where employees are engaged in non-standard patterns of work the following conditions will apply. These conditions apply to employees in receipt of basic pay at or below scp28.

Part time employees are entitled to these enhancements only at times and in circumstances in which full time employees in the establishment would qualify. Otherwise a full working week for full time employees shall be worked by a part time employee before these enhancements apply.

## **35. SHIFT WORKING**

These allowances are only payable on plain time hours, not hours that are paid at an enhanced rate. These allowances are also only paid on the actual contractual hours of the shift, not all hours worked in a week. Any additional/overtime hours worked will be paid at the correct enhanced rates.

### **Alternating Shifts**

#### **Definition**

An alternating shift allowance shall be payable where:

- i) An employee works shifts, either in immediate succession or overlapping, that cover a portion of twenty four hours;  
and
- ii) The total period covered by the shifts is 11 hours or more;  
and
- iii) There are at least four hours between the starting time of

the earliest and latest shifts

### **Allowance payable**

Where the conditions above are satisfied an allowance of 10% of SCP 7 is payable.

### **Rotating Shifts**

#### **Definition**

A rotating shift allowance shall be payable where:

- i) An employee works shifts, in immediate succession, covering a period of twenty four hours; and
- ii) At least four hours are worked between 8pm and 6am

### **Allowance payable**

Where the conditions above are satisfied an allowance of 16% of SCP 7 is payable.

### **Payment for Shift Workers**

Employees who are requested to work shifts will be recompensed as follows:

#### a) Day Worker:

For any work up to 37 hours in the bands:-

6.00am – 8.00pm	Plain time
8.00pm – 6.00am	Time and one fifth
Saturday	1½
Sunday	Double Time (or 1½ above scp 11)

For any work over 37 hours

Monday – Saturday	1½
Sunday	Double Time

#### b) Night Workers:

For any work up to 37 hours in the bands:-

Monday - Friday	
8.00pm – 6.00am	1⅓
Saturday	1½
Sunday	Double Time

For any work over 37 hours in the bands:-

Monday – Saturday	1½
Sunday	Double Time

For any work over 37 hours there will be a minimum payment of 2 hours for any of the above. An employee cannot claim enhancement and overtime at the same time.

### **Unavoidable Split Shift or Split Duties Working**

a) Definition:

Employees whose normal daily duty necessitates more than one attendance with a continuous break between attendances of not less than 2 hours.

b) Payment:

Employees will receive an additional 5 pence per hour.

c) The payment does not apply in following circumstances:

- i. employees working overtime
- ii. employees called upon to return to work
- iii. employees engaged on night work

d) If a part time school cleaner who works on split duty work during school term works on a continuous duty during a period of school closure, the 5 pence addition continues to be paid at the amount payable during term time.

### **Recall to Work (Including Travel Time)**

a) Definition:

i. Recall to work payments are made when an employee has left work and gone home and is then recalled to work

or

ii. The employee has been notified before ceasing work to return to work at a time not less than 2 hours after their normal finishing time.

- b) This does not apply to employees on standby duties.
- c) Payments will be as follows:
  - i. Call out from 8.00pm but before midnight – time and a half
  - ii. Call out between midnight and 6.00am – double time
  - iii. Call out on Sundays between 8.00pm – 6.00am – double time

Minimum payment for call outs of less than 2 hours are paid at enhanced rates for 2 hours.

Travel time will be paid at plain time.

### **36. STANDBY ARRANGEMENTS**

A variety of locally agreed standby schemes are in operation and take precedence over other Non-Standard Working Arrangements until renegotiated with the Trade Unions. Employees should check with their managers or Departmental Human Resource Advisers for details.

## **SECTION 8 PENSIONS**

### **37. LOCAL GOVERNMENT PENSION SCHEME**

Plymouth City Council participates in the Local Government Pension Scheme.

Eligibility	All employees who are employed by Plymouth City Council may join if they wish to do so.
Contributions	All new employees contributions are based on 6% of their pensionable pay. Some employees in local government service before 1 <sup>st</sup> April 1998 have a protected rate of 5% of their pensionable pay.
Retirement Age	The normal retirement age is 65 for men and women although an early retirement option exists for employees between 60 and 65 years of age.

Pension	On retirement, providing 3 months' service have been completed, there is an entitlement to:- <ul style="list-style-type: none"> <li>- a local government pension based on final pensionable pay x 1/80 x reckonable service.</li> <li>- a tax free lump sum of three times pension.</li> </ul>
Widows/ Widowers and Children	On the death of an employee, pensioner, or ex-employee with deferred benefits, providing certain conditions are met, a widows'/widowers and dependants' pensions are payable.
Additional Years	Additional years may be purchased providing total pension contributions do not exceed 15% of pensionable pay.
Additional Voluntary Contributions	Additional voluntary contributions (AVCs) may be made either through the Local Government Pension Scheme.

Further details of the Local Government Pension Scheme are available from the Pensions Section in Human Resources, extension 4824.

## **SECTION 9 SICKNESS PAYMENTS & PROCEDURES**

### **38. SICKNESS REPORTING AND PAYMENTS**

On 30 June 2003, a revised Managing Attendance Policy was introduced.

The following guidance summarises the Guidance to Employees which is obtainable from the intranet document library or by paper copy for employees who do not have access to the intranet.

On the first day of absence, you must telephone your line manager at the earliest opportunity in accordance with your

department guidelines, normally no later than 10.00am. In exceptional circumstances, a telephone call from a relative or friend will be sufficient. You must tell your line manager in advance if there are exceptional circumstances that may make notification difficult. This will be recorded.

You should give your manager details of your illness or injury and indicate how long you might be away from work. You should also tell your manager, if possible, any tasks that need to be undertaken whilst you are absent.

If you have not been able to speak to your manager directly when reporting your absence, your manager may telephone you to clarify any of the details you have provided relating to your absence and to offer any support, which they can provide, to you during your period of absence. Where the absence is a result of an accident at work, you should confirm this to your manager, as they will need to record it appropriately.

#### How should you maintain contact?

Your manager will advise you what further contact you will be required to make on subsequent days of absence and whether you are required to telephone the day before you intend to return to work (e.g. where cover has to be provided).

#### When should you submit a medical certificate?

If you are sick for more than 7 days (including non-working days), you must produce a medical certificate from your Doctor from the 8th day and contact your manager again. If your absence continues beyond the date given by your Doctor, further medical certificates must be provided to cover the whole period. Where the Doctor's first statement covers a period exceeding 14 days, or where more than one statement has been provided, you must provide a final Doctor's certificate confirming your fitness before return to work.

You will be required to complete a Sickness Declaration form on your return to work for all periods of sickness.

If you are sick during annual leave, you should follow the notification procedure described above. Annual leave within

the current leave year will be reinstated only on the prompt production of a Doctor's medical certificate within 7 working days. You will be regarded as being on sick leave from the date of the Doctor's medical certificate. The cost of this will be met by the Authority.

### **Sick Pay**

Sick Pay will be paid for a certain period at full pay and then for a period at half pay, depending upon length of service. It is payable within any rolling 12 month period based upon 1<sup>st</sup> day of absence according to the following table. Previous periods of sickness within that 12 months will be taken into account.

#### a) Full Pay

Full basic pay less normal deductions (if Statutory Sick Pay is payable, this will be shown in your full basic pay). If you receive Incapacity Benefit in addition to full pay, your pay will be reduced to ensure that the amount when pay and state benefit are added together are equivalent to full pay.

#### b) Half Pay

Half basic pay plus Statutory Sick Pay less normal deductions (if applicable) or, if you receive Incapacity Benefit from DSS, half basic pay only less normal deductions. If half pay and state benefit together exceed full pay, then an amount equivalent to full pay only is paid.

<b>SICK PAY ENTITLEMENT</b>		
<b><u>Length of Service</u></b>	<b>Length of time Sick pay paid</b>	
	<b>Full Pay</b>	<b>Half Pay</b>
During 1st year	1 month	2 months (after 4 months' service)
During 2nd year	2 months	2 months
During 3rd year	4 months	4 months
During 4th and 5th years	5 months	5 months
After 5 years	6 months	6 months

## **39. MEDICAL APPOINTMENTS**

Wherever possible, employees should arrange medical appointments outside core time. This applies to all employees whether or not on flexi time. Where, however, this is not possible, employees are entitled to necessary paid time off for medical appointments (including hospital, doctors, eye and dental appointments).

For employees who work under flexi time arrangements, core time only should be credited. For example, if the whole morning is taken to attend an appointment, credit is only for the core time from 9.45 – 11.30am, i.e. 1 hour 45minutes.

Where an employee is required to attend a medical appointment, which may last a full day core hours of 9.45 – 3.00pm, with 0.5 debited for lunch, will be credited.

**The exception is antenatal appointments, which should be credited in full.**

Shift workers and those working fixed hours will be credited in full with the hours lost to make up normal working hours.

Managers are entitled to ask for evidence of appointments such as appointment cards or letters.

#### **40. MEDICAL EXAMINATIONS**

##### a. Transfer of Posts

If you apply for a different job within the authority, it may be necessary to complete a further pre-employment questionnaire.

##### b. Existing Employees

Plymouth City Council reserves the right to refer any employee to the Council's Medical Advisor for a medical examination at any time.

### **SECTION 10 DISCIPLINE, GRIEVANCE AND HARASSMENT**

#### **41. DISCIPLINE**

Plymouth City Council has an agreed disciplinary procedure.

#### **42. GRIEVANCE**

Plymouth City Council has an agreed grievance policy.

**43. BULLYING & HARASSMENT**

Plymouth City Council has an agreed bullying & harassment policy.

**SECTION 11  
LEARNING AND DEVELOPMENT**

**44. LEARNING AND DEVELOPMENT**

Plymouth City Council is committed to ensuring all employees have equality to learning and development. The Authority acknowledges the importance of training and development as outlined in the National Conditions.

The Council's *People Strategy* details its workforce development strategy and plans, which are supported by individual appraisal for all employees. All employees will have a prioritised Individual Learning Plan, which will be reviewed during appraisal.

**SECTION 12  
MISCELLANEOUS**

**45. ACCOMMODATION FOR RETIRED/REDUNDANT EMPLOYEES**

For employees who resign voluntarily, or who are dismissed from the service of the Council, or accept voluntary redundancy, the employee will also vacate tied accommodation.

For employees who retire, or who are made compulsorily redundant, and who receive Council accommodation as part of their terms and conditions the Council will do its best to find suitable alternative accommodation.

**46. PROBATIONARY PERIOD AND PROCEDURE**

All new entrants will be subject to six months' probation, with the exception of employees who have transferred from another authority, provided 6 months' continuous service has been completed.

Line managers will complete a Probationary Report on the new entrant's progress after 2 months' and 4 months' service.

The Probationary Policy is available on the intranet document library, or by paper copy for employees without access to the intranet.

#### **47. TRADE UNIONS**

Reference should be made the Trade Union Facilities Agreement.

##### **a) General Information**

Plymouth City Council supports the system of collective bargaining, and believes in the principle of solving employee relations problems by discussion and agreement. It is essential that recognised Trade Unions should be fully represented in the Consultation and Negotiation processes. Plymouth City Council is associated with other local authorities represented on the national and provincial councils dealing with local authorities' services, so that employees' views can be fully represented on the appropriate negotiating body.

Employees have a right to join, or not to join, a trade union representing their interests and to take part in its activities.

Details of representation on the appropriate negotiating body are available in the Personnel Department.

##### **b) Trade Union Facility Time**

Plymouth City Council supports full and meaningful consultation and recognises the need for consultation as part of the management process.

Managers should allow reasonable time off and ensure that essential cover is provided or that workloads are adjusted accordingly.

**PHASE TWO CAN ONLY BE IMPLEMENTED IN FULL IF THE REQUIRED SAVINGS ARE FOUND FOR THE SECOND PHASE**

THE SECOND PHASE IS AS FOLLOWS:-

1. Introduction of Essential Car User Allowance Criteria.

2. Leave entitlement

On commencement.

23 days + 2 extra statutory days from 1.4.2001.

After 5 years service>

28 days + 2 extra statutory days from 1.4.2001.

3. Payment of Professional Subscriptions.