



**TERMS AND CONDITIONS
OF EMPLOYMENT
As at September 2010**

'ADAPTING FOR SUCCESS'

Table of Contents

FOREWORD	2
TERMS AND CONDITIONS OF EMPLOYMENT	3
OUR AIMS	3
PAY AND GRADING STRUCTURE	3
NATIONAL AGREEMENT (RED BOOK) CORE CONDITIONS OF SERVICE	3
WORKING ARRANGEMENTS	4
Standard Working Week	4
Standard Working Day	4
Seasonal Hours	4
Term Time Working	4
Lunch Breaks	4
Personal Breaks	5
WORKING ARRANGEMENTS ALLOWANCES	5
Overtime Pay and Time off in Lieu	5
Night Working	5
Unsocial Hours	5
Weekend Working (As part of the normal working week)	6
Standby, Disturbance and Callout Payments	6
Standby – Disturbance Allowance	6
Standby/Callout - Paid Rest Breaks	6
HOLIDAY ENTITLEMENTS	6
Public Holidays	6
Annual Leave	7
Long Service Days	7
OTHER ENTITLEMENTS / ALLOWANCES	7
Notice Period	7
Higher Duties Allowance	7
Transferring to a Different Workplace – Excess Home to Base Mileage	8
Business Mileage	8
Car Lease Scheme	8
Travel Time	8
Pre-Start Checks	9
Meal Allowances – Re-imbusement of Expenditure	9
Overnight Allowance	9
Amendments to Terms and Conditions of Employment	9
APPENDIX – Standby Related Procedures & Payments	10

FOREWORD

Dear Colleague

This booklet is designed to give you details of the full range of your terms and conditions of employment with Tayside Contracts which are designed to deliver fair and equal pay for all employees.

I believe that these terms and conditions fulfil our commitment to pay equality and also support our corporate objective of achieving more modern and flexible working practices. This will ensure that we recruit and retain the workforce we rely upon to continuously improve the quality of our services to our customers whilst recognising and rewarding our employees and providing a desirable work-life balance.

I hope you will find this booklet helpful. If you have any queries, please speak to your manager, or contact the Personnel Section on 01382 834117.



Iain C Waddell
Managing Director

TERMS AND CONDITIONS OF EMPLOYMENT

OUR AIMS

Tayside Contracts has an ongoing commitment to being a modern, flexible employer, delivering services in a way and at a time that suits our customers. We want to be able to demonstrate continuous improvement across all of our services and be recognised as an employer of choice, providing a rewarding place to work for existing and prospective employees.

In working to achieve these aims, our employment terms and conditions are intended to ensure the promotion of equality of opportunity and the elimination of discrimination in employment. Whilst the other main aim of our employment terms and conditions is to motivate and appropriately reward excellence in service delivery, it is also intended that the package will evolve to include progressive measures to assist employees maintain a balance between work and home commitments.

Where a case can be made by management, employees or their representatives for introducing, revising or discontinuing specific allowances, these will continue to be the subject of joint consideration by Tayside Contracts and the Trade Unions through our local Joint Negotiating Forum.

PAY AND GRADING STRUCTURE

The pay and grading structure features 13 grades and progression within a grade will normally be by annual increments. Incremental progression will be applied on 1 April each year until the maximum of the grade has been reached. For employees starting after 1 October the first increment due will be paid after 6 months service. Cost of living pay awards, which are agreed nationally, will apply to basic pay and all other allowances and payments referred to in this document with the exception of Meal and Overnight Allowances.

Pay and Grading – Apprentices

Apprentice mechanics will receive a percentage of the full rate for time-served mechanics (i.e. percentage of the bottom SCP of Grade 6) as detailed below, all other terms and conditions will apply, where appropriate, to apprentice mechanics.

Apprentice Mechanics	Entry At Age 16	Entry At Age 17	Entry At Age 18
1st Stage	55%	65%	80%
2nd Stage	70%	80%	85%
3rd Stage	90%	90%	90%
4th Stage	95%	95%	95%

NATIONAL AGREEMENT (RED BOOK) CORE CONDITIONS OF SERVICE

The following core conditions of service are contained within the Red Book and will continue to be applied in accordance with the Red Book:-

Adoption Leave and Pay	Maternity/Adoption Support Leave and Pay
Bereavement Leave	Parental Leave
Continuous Service – definition/qualification criteria	Paternity Leave and Pay
First Aid Allowance	Right to Request Flexible Working
Leave/Time Off – Jury Duty	Sickness Provisions (SSP/OSP)
Leave/Time Off – Public Duties	Time Off for Dependants
Maternity Leave and Pay	Trade Union Time Off and Facilities

The Red Book, this Terms and Conditions Handbook and the policies which regulate the employment of all Tayside Contracts employees, other than Chief Officers, are available on Tayside Contracts' Intranet or from the Personnel Section (telephone 01382 834117).

WORKING ARRANGEMENTS

Standard Working Week

Tayside Contracts standard working week is 37 hours, Monday to Friday, for all full-time employees.

Standard Working Day

Tayside Contracts' standard working day is 6am to 8pm.

Various work patterns are required to meet operational requirements. Any material change to working patterns will be by agreement with employees or their representatives or, if necessary, by the required notice being served regarding any such changes.

Seasonal Hours

Front-line employees within the Construction Division are contractually required to work 'seasonal hours' working patterns. Permanent employees working seasonal hours will receive regular basic payment throughout the year based on 37 hours per week. An adjustment will be made at the termination of employment and any over/under payment resulting from seasonal working pattern variations will be reclaimed/paid. Employees on temporary contracts will be paid for actual hours worked.

Seasonal Hours Working Patterns:-

39 hours per week long period, 5 day week & 32.5 hours per week short period, 5 day week

Long Period – 39 Hours per Week Daily Work Patterns		Short Period - 32.5 Hours per Week Daily Work Patterns	
Mon – Thursday	07:30 – 16:00	Mon – Fri	08:00 – 15:00
Friday	07:30 – 15:00		

The short period is 14 weeks long and commences on the first Thursday in November.

Other than for the purposes of calculating overtime and Time Off In Lieu (TOIL - refer to 'Overtime Pay' below) all non-productive time, annual leave and absence etc is credited at 7.4 hours regardless of the seasonal period in which it occurred.

Term Time Working

Employees who work a reduced number of days in the year through being engaged on school term-time contracts will receive a pay rate which is a percentage of the rate received for 'full year' working. This is known as the 'equated pay rate' and is inclusive of leave entitlement.

Lunch Breaks

There is an unpaid lunch break of a minimum of 30 minutes (which must be taken) for all full time employees or for part-time employees who work half, or more than half, of a full-time equivalent employee's daily hours in a continuous period.

An extension to the unpaid lunch break may be agreed with the employee's line manager on an ad hoc or permanent basis provided that the employee works their full daily working hours.

Personal Breaks

All employees have an entitlement to one 10 minute break in the morning, or the first part of a shift, and one 10 minute break in the afternoon or second part of a shift. (Where drivers are covered by EU drivers' legislation the statutory requirements relating to breaks from driving will take precedence over these provisions).

Part-time employees who work half, or more than half, of a full-time equivalent employee's daily hours in a continuous period, will be entitled to a ten minute break.

WORKING ARRANGEMENTS ALLOWANCES

Overtime Pay and Time off in Lieu

i. Grade 8 and Below

Overtime is paid at a rate of time and a half (Monday to Sunday) for any authorised hours worked beyond 37 hours in a week (or weekly seasonal hours where applicable). Double time is paid for overtime hours worked on a public holiday with, in addition, a day in lieu of the public holiday to be taken at a later date.

For payment purposes overtime hours excludes pre-start checks and travel time.

ii. Grade 9 and Above

Overtime is paid at plain time for any authorised hours worked beyond 37 hours in a week (or weekly seasonal hours where applicable), including public holidays, which also attracts a day in lieu of the public holiday to be taken at a later date.

For payment purposes overtime hours excludes pre-start checks and travel time.

iii. TOIL – All Grades

Employees at any grade may, with the agreement of their manager, receive TOIL instead of payment for overtime hours worked. TOIL for authorised overtime will be earned at the same rate as the appropriate overtime rate.

Night Working

A Night Working Allowance (NWA) is paid to employees required to work a full night shift rather than a day shift. The shift must include, or start within the period, 10 pm – 2 am. A shift which starts prior to 10pm but extends beyond 10pm will be paid at the unsocial hours rate for those hours worked between 8pm and 10pm and will thereafter attract the NWA.

The nightly NWA rates as at 1 April 2010 are as detailed below:-

Sunday to Thursday – £15.94

Friday and Saturday/Public Holidays – £31.88

The NWA is not applicable for callouts.

Unsocial Hours

Unsocial hours are defined as hours between 8pm and 6am. Work between these times which does not attract the NWA is paid at time and a fifth.

Weekend Working (As part of the normal working week)

Work on a Saturday or Sunday as part of the normal working week will be paid at a rate of time and a half.

Standby, Disturbance and Callout Payments

The nature of the appointment of certain employees makes it necessary for them to be prepared to carry out standby duties and they are contractually required to undertake standby duty if so requested and to carry out emergency work as and when the need arises.

Standby duties are a specific rostered arrangement whereby employees are under an obligation outside their normal working hours (at any time throughout the year, including Saturdays, Sundays and Public Holidays) to remain on call and available to be contacted and if necessary called out.

Standby and callout arrangements are regulated by the 'Standby Related Procedures and Payments' (Appendix 1) and standby payments, as at 1 April 2010 as detailed below will apply:-

Monday to Friday	£10.63
Saturday	£26.57
Sunday	£26.57
Public Holiday	£53.13
Week	£106.26
Winter Maintenance Availability Allowance Mon - Fri	£6.38

Employees who are contractually required to perform standby but who are called out when not on standby and agree to go on standby when called will be paid as if they had been on standby (i.e. including the appropriate standby payment).

Standby – Disturbance Allowance

Nominated standby supervisors undertaking standby duty are often contacted and required to exercise the skills for which the standby duty is required but are not required to return to work. In recognition of this, a Disturbance Allowance payment of £10.63, as at 1 April 2010, is paid (in addition to the standby payment) for each day/night the employee is on standby.

Standby/Callout - Paid Rest Breaks

Employees on standby/callout are guaranteed a minimum 8 hour rest break between the end of their normal daily shift and the beginning of their normal shift the following day (e.g. where a callout finishes at 4 am the employee is not required to return to work until 12 pm. The time from normal start time until 12pm will be paid).

HOLIDAY ENTITLEMENTS

Public Holidays

All employees are entitled to 5 fixed public holidays; 2 days at Christmas (normally 25 & 26 December), 2 days at New Year (normally 1 & 2 January) and the first Monday in May.

Work on a fixed public holiday is recompensed at double time for the standard hours worked plus a day off in lieu other than for employees at Grade 9 and above who will be recompensed at plain time plus a day off in lieu.

Entitlement to public holidays for part-time employees will be the same as that of comparable full-time employees, applied on a pro rata basis.

Annual Leave

The annual leave year is the calendar leave year, 1 January to 31 December.

The basic annual leave entitlement is 27 days leave increasing to 32 days after 5 years continuous local authority service.

The entitlement to the additional leave applies in the leave year when the 5 year continuous local authority service is achieved.

Entitlement for part-time employees is the same as that of comparable full-time employees, applied on a pro rata basis.

Long Service Days

Employees with continuous service with Tayside Contracts (as opposed to continuous local authority service) are entitled to additional long service leave:-

10 years – 1 day

20 years – 3 days

30 years – 5 days

The entitlement to the additional long service days applies in the leave year when the service criterion is achieved.

OTHER ENTITLEMENTS / ALLOWANCES

Notice Period

All permanent employees at Grade 8 and below are required to give 4 weeks notice.

Employees at Grade 9 and above are required to give 2 months notice.

Temporary employees in contracts of less than 1 year must give at least 1 weeks' notice. Other temporary employees must give the same notice as a permanent employee on the same grade.

Unit Heads may waive all or part of the notice period required from employees where it is considered to be in the best interests of Tayside Contracts.

Tayside Contracts will give equivalent periods of notice, or the notice period required by statute, if this is longer.

Higher Duties Allowance

Employees required and authorised to undertake a role in a higher grade for a period of 5 continuous working days will be paid a percentage of the difference between their current spinal column point and the new spinal column point to reflect the extent of the higher duties being undertaken. Only after the employee has carried out authorised work at the higher grade for 5 continuous working days will payment be made, retrospectively from the start of the acting up period.

The only exception to the above criteria is where an employee is required and authorised to undertake a role in a higher grade for less than 5 working days **in order to avoid service failure**, in which circumstances a higher duty payment will be made from the first day of acting up and for subsequent individual days where the 'service failure' criteria continues to apply.

Employees undertaking higher duties will be placed on the bottom point of the higher grade subject to the higher point being a minimum of two increments greater than their salary placing in their own job.

Transferring to a Different Workplace – Excess Home to Base Mileage

If Tayside Contracts changes an employee's normal place of work and they have to pay more for travel as a result, they will receive the additional costs of travelling to their new place of work for four years at the lower HMRC rate (currently 25p per mile) or the lowest public transport costs. Where it is considered mutually beneficial to the employee and to Tayside Contracts a works vehicle will be offered to the employee for 3 years as an alternative to mileage or public transport payments.

Business Mileage

HMRC Mileage rates are paid at 40p per mile for the first 10,000 business miles and 25p per mile thereafter. The mileage rates will be amended in line with HMRC amendments.

Car Lease Scheme

Existing employees who have a leased car will receive the car lease mileage rate of 13p per mile.

Travel Time

Travel time does not apply to employees with discretion to schedule their own work (e.g. managers, professional staff) or to employees finishing away from their administrative centre when on seminars, training events, trade union activities etc.

Key Principles of the Travel Time Scheme:-

- Travel time will not apply to any employee at the start of the working day.
- Those required to drive from a work site to base at the end of working day will receive payment for doing so at their hourly rate/overtime rate.
- Travel time will be paid exclusively for time spent travelling from site to base as a passenger in a vehicle at the end of the working day for periods beyond the contractual finish time or following the end of additional hours worked on site.
- Employees will continue to work on site to their contractual finish time and occasions where they are authorised to finish on site prior to the contractual finish time will be infrequent exceptions.
- Travel time will be paid in accordance with the actual time taken to travel (Refer to the table overleaf, 'Travel Time Bands and Payments').

Travel Time Scheme – Qualifying Criteria and Payments

Employees required to drive from site to base at the end of the working day will receive payment at their hourly rate/overtime rate.

Employees travelling as passengers from site to base at the end of the working day will be paid a flat rate of £6.12 per hour. A minimum of 15 minutes will be paid for all qualifying travel time and thereafter payments will be pro rated to the nearest 5 minutes for time taken beyond their contractual finish time (e.g. 15:00/16:00) to return to their base, so long as this is considered to be a reasonable time for the distance travelled.

Note 1: When shift working etc is in operation start and finish times will vary but the same principles will apply in respect of travelling back to base from site at the end of the shift.

Note 3: Any employee who starts or finishes work outwith their contractual start/finish times must have received prior approval to do so from their manager (e.g. Project Supervisor).

Travel Time Bands and Payments

Minutes Taken To Travel From Site To Base	Percentage of 1 Hour	Payment
15 Minutes	0.25%	£1.53
20 Minutes	0.33%	£2.04
25 Minutes	0.42%	£2.55
30 Minutes	0.50%	£3.06
35 Minutes	0.58%	£3.57
40 Minutes	0.67%	£4.08
45 Minutes	0.75%	£4.59
50 Minutes	0.83%	£5.10
55 Minutes	0.92%	£5.61
60 Minutes	1.00%	£6.12

Pre-Start Checks

Prior to the first daily use of a Tayside Contracts vehicle pre-start checks must be carried out by the driver. For those employees using the vehicle from the start of the working day the pre-start check will be carried out 6/15 minutes before normal starting time.

Payment, as at 1 April 2010, will be made as detailed below:-

- Car derived vans – based on an estimated pre-start check time of 6 minutes, payment is made at a flat rate of £0.62.
- Apart from car derived vans all vehicles (including any equipment attached or towed) – based on an estimated pre-start check time of 15 minutes, payment is made at a flat rate of £1.55.

Where the first use of a Tayside Contracts vehicle is from the employee's home the pre-start check will be carried out prior to leaving home and the appropriate pre-start check payment made.

Meal Allowances – Re-imbusement of Expenditure

Subsistence allowances are payable to employees who, in the course of their work, are prevented from taking a meal at their home, administrative centre or establishment where they normally take their meals, and thereby incur additional expenditure. The maximum allowances payable are as follows:-

Lunch	£10
Evening Meal	£20

Re-imbusement of expenditure will only be made on the production of receipts.

Overnight Allowance

Where an employee is required to live away from home in the course of their duties, an allowance of £10 per overnight stay (which includes out of pocket expenses) may be authorised by the relevant senior manager.

Amendments to Terms and Conditions of Employment

Where a case can be made by management, employees or their representatives for introducing, revising or discontinuing specific allowances, these will be the subject of joint consideration by Tayside Contracts and the Trade Unions through a local Joint Negotiating Forum.

APPENDIX – Standby Related Procedures & Payments

GENERAL CONDITIONS

- All front-line employees and managers/supervisors (with the exception of Project Managers) who are engaged in Construction and Street Lighting related activities are contractually required to undertake standby duty if so requested and to carry out emergency work as and when the need arises.
- Standby duties are a specific rostered arrangement whereby employees are under an obligation outside their normal working hours (at any time throughout the year, including Saturdays, Sundays and Public Holidays) to remain on call and available to be contacted and if necessary called out.
- Standby rosters will be determined by management following consultation with employees and their representatives. Reasonable notice will be given prior to the introduction of a new roster or amendment of an existing roster.

DRIVERS HOURS IMPLICATIONS

- The UK Domestic Drivers Hours rules state that drivers must not exceed 10 hours driving time and / or 11 hours duty time in any 24-hour period.
- The rules allow these limits to be exceeded in exceptional circumstances, when an emergency has been declared. Under such situations the hours that drivers are permitted to work must be carefully controlled and must never exceed 16 hours duty time in any 24-hour period.
- The minimum rest period during the emergency is 8 consecutive hours.

DEFINITION OF EMERGENCY WORK

- An emergency is an unforeseen event. Under Drivers Hours legislation it is defined as an event that is likely to a] cause danger to life or health of a person or animal, b] serious interruption in the use of roads and c] to cause such serious damage to property, so that immediate action is necessary.
- All unplanned and unforeseen callouts covered by the above definition within Operations, Street Lighting and Transport Services can be classed as emergencies
- Most snow clearing work is emergency work.

Examples of work that can **not** be classed as an emergency:

- A morning pre-grit is not an emergency.
- Pre-arranged night working is not an emergency.

PAYMENTS

1. Standby and callout payments will be made in accordance with Tayside Contracts 'Terms and Conditions of Employment' employee handbook.
2. Nominated standby supervisors undertaking standby duty are often contacted and required to exercise the skills for which the standby duty is required but are not required to return to work. In recognition of this, a Disturbance Allowance payment of will be paid (in addition to the standby payment) for each day/night the employee is on standby.
3. A minimum payment of 2 hours will be paid for the first callout only. For subsequent callouts payment will be for actual time worked.
4. Where callouts finish after 10pm and it has not been reasonably practicable for an employee to have 8 hours consecutive rest (from normal daily starting time), the 8-hour guaranteed rest break will apply as from the end of the final callout/working period. Within the rest break period, payment will be at normal pay (i.e. no detriment compared with if working) and will only be paid from normal starting time until the employee is due to commence work. e.g. – call out at mid-night for 4 hours work – employee will return to work at 12pm and will be paid 4 hours rest break (winter pattern)
5. If night working continues into a second consecutive night then the Night Working Allowance will apply.
6. Where all callouts are completed by 10pm the 8-hour rest period will not apply.
7. The Winter Maintenance Availability Allowance will be paid as a weekly payment to employees scheduled to be available, but not on full standby, during winter.

NOTE 1:- If the callout finishes within 2 hours of normal starting time the operative will be paid the 2 hours at overtime rate providing he remains at his place of work and is available for work (which management will actively seek to ensure is available) during this period.

NOTE 2:- Overtime payment will only be paid on the first night of night working resulting in a compensatory payment of **up to 8 hours** at normal pay as the operative **may** be unable to work the following day (See Callout Payment 3, above).

Should you require a copy of this handbook in a different language, or in a different format, such as large print, please advise your line manager or contact the Personnel Section on 01382 834165.

اگر آپ کو انگریزی کتبے میں مشکل پیش آتی ہے یا اگر آپ یہ دستاویز دوسری زبان میں چاہتے ہیں تو برائے مہربانی پرسنل ڈیپارٹمنٹ سے 01382 834165 پر رابطہ کریں۔

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Jesli masz trudnosc w rozumieniu języka angielskiego, lub chciałbys/chciałbys uzyskac ten dokument w innym języku, skontaktuj się z Personelem pod numerem 01382 834165.

如果你對理解英語有困難或希望此文件翻譯成中文或其他語言，請聯系人事部，電話號碼 01382 834165。

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