



*Dunbartonshire and Argyll & Bute
Valuation Joint Board*

**COLLECTIVE AGREEMENT
INCORPORATING PAY
AND GRADING STRUCTURE and TERMS AND CONDITIONS OF
EMPLOYMENT**

CONTENTS

Collective agreement incorporating the Pay and Grading structure and Terms and Conditions of Employment	page 2
Appendix 1: The Pay and Grading Structure	page 5
Appendix 2: Terms & Conditions of Employment	page 7
Appendix 3: The Job Evaluation Appeals Process	page 65
Appendix 4: Assimilation and Salary Protection	page 73

COLLECTIVE AGREEMENT INCORPORATING THE NEW PAY AND GRADING STRUCTURE & TERMS AND CONDITIONS OF EMPLOYMENT

This Collective Agreement is entered into by and between:

1. Dunbartonshire & Argyll & Bute Valuation Joint Board, Headquarters: 235 Dumbarton Road, Clydebank, G81 4XJ
2. UNISON Scotland
UNISON House
14 West Campbell Street
Glasgow, G2 6RX

THEREFORE, the Authority and UNISON Scotland agree to the introduction of the Pay and Grading Structure and the Terms and Conditions of Employment by way of a collective agreement. The Dunbartonshire & Argyll & Bute Valuation Joint Board (VJB) and UNISON Scotland acknowledge that this collective agreement will have the effect of varying the individual contracts of employment of all VJB employees.

In particular, and without prejudice to the foregoing generality, the VJB and UNISON Scotland agree (notwithstanding the date or dates of this Collective Agreement) to the following, namely:-

1. The Pay and Grading Structure forming Appendix 1 hereto will be implemented with effect from 1st January 2010. All Employees will receive an individual letter detailing their new grade and salary placing. The VJB will make appropriate arrangements for the new salaries and arrears of pay to be paid in December 2010.
2. Any Employee whose job evaluated pay has been assessed below his/her current pay will receive protected payments for a period of three years. The protected period will start with effect from 1st April 2010 and terminate on 31 March 2013.
3. While the VJB is committed to getting staff out of a position of pay protection, this will not be done in such a way as to be deemed unfairly discriminatory.
4. Any employee who is dissatisfied with the evaluation of their job is entitled to appeal against their job evaluation outcome. The Appeals Process has been agreed between the VJB and UNISON Scotland and forms Appendix 3 to this Collective Agreement. Details of the appeals process will be issued to all Employees at the same time as they are notified of their new grade and pay.
5. The implementation of the new pay and grading structure and terms & conditions of employment includes assimilation and salary protection arrangements. Details of the changes form Appendix 4 to the Collective

agreement. Employees will be issued with a summary of the changes at the same time as they are notified of their new grade and pay.

6. The VJB acknowledges that nothing in this Collective Agreement will affect any rights and that Employees have under statute, common law, European Law or, in particular, the provisions of employment and discrimination law including the Equal Pay Act 1970, the Sex Discrimination Acts 1975 and 1986 and the Equality Act 2010.
7. The VJB also undertakes to review regularly the effect of the agreement once implemented in order to ensure compliance with all relevant legislation.
8. Implementation of the new terms and conditions of employment as detailed in Appendix 2 will take effect on implementation of this agreement. These terms & conditions of employment will replace all previous terms and conditions of employment with the VJB or any predecessor authority.
9. In the event of legitimate justifiable equal pay claims, there is commitment to setting such claims timeously on the basis of full back pay for the period provided by legislation where relevant.
10. Payment of any additional pay elements such as overtime and allowances will be reviewed regularly to ensure that there is no bias occurring.
11. UNISON Scotland reserve for their members the right to test integrity of the agreement through job evaluation appeals, internal reviews, grievances and, in the absence of an internal remedy, by recourse to litigation. However, UNISON Scotland acknowledges that the Scottish Councils' Job Evaluation Scheme used to evaluate posts was developed in consultation with them and fully endorsed by the Scottish Joint Council.

Signed for and on behalf of Dunbartonshire & Argyll Valuation Joint Board:

Signature: _____

Designation: _____

Date: _____

Signed on behalf of UNISON Scotland:

Signature: _____

Designation: _____

Date: _____

- Appendix 1 The Pay and Grading Structure
- Appendix 2 Terms & Conditions of Employment
- Appendix 3 The Job Evaluation Appeals Process
- Appendix 4 Assimilation and Salary Protection

This is Appendix 1 to the Collective Agreement on Pay and Grading Structure & Terms and Conditions of employment between Dunbartonshire & Argyll & Bute Valuation Joint Board and UNISON Scotland

GRADE	JE POINTS		New SJC sep	Hourly	Annual
	minimum	maximum		rate 1.04.10	salary 01.04.10
12	623	685	112	32.24	58831
			110	31.29	57105
			108	30.40	55470
			106	29.49	53817
11	567	622	104	28.61	52219
			102	27.77	50676
			100	26.95	49188
			98	26.17	47756
10	515	566	96	25.41	46378
			94	26.68	45037
			92	23.94	43697
			90	23.24	42411
9	469	514	88	22.57	41180
			86	21.89	39950
			84	21.27	38811
			82	20.61	37617
8	426	468	80	20.03	36552
			78	19.45	35486
			76	18.85	34403
			74	18.32	33429
7	399	425	72	17.77	32437
			70	17.26	31500
			68	16.75	30564
			66	16.25	29664
6	352	398	62	15.30	27919
			60	14.87	27129
			58	14.43	26339
			56	14.01	25568
5	320	351	48	12.44	22702
			46	12.07	22023
			44	11.71	21362
			42	11.36	20737
4	291	319	38	10.73	19580
			36	10.40	18974
			34	10.10	18423
			32	9.77	17835
3	263	290	28	9.23	16843
			26	8.96	16347
			24	8.70	15870
			22	8.44	15410
2	241	262	20	8.19	14951
			18	7.94	14492
			16	7.73	14106
			14	7.49	13666
1	218	240	12	7.29	13298
			10	7.07	12894
			8	6.85	12508
			6	6.65	12141

Signed for and on behalf of Dunbartonshire & Argyll Valuation Joint Board:

Signature: _____

Designation: _____

Date: _____

Signed on behalf of UNISON Scotland:

Signature: _____

Designation: _____

Date: _____

|

This is Appendix 2 to the Collective Agreement on Pay and Grading Structure & Terms and Conditions of employment between Dunbartonshire & Argyll & Bute valuation Joint Board and UNISON Scotland



*Dunbartonshire and Argyll & Bute
Valuation Joint Board*

**TERMS & CONDITIONS
OF EMPLOYMENT FOR
LOCAL GOVERNMENT EMPLOYEES**

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Message from the Assessor

On 17th November 2010 as part of the local implementation of the National Single Status Agreement and to meet its statutory obligations in respect of pay equality, Dunbartonshire and Argyll & Bute Valuation Joint Board implemented a new pay and grading structure and terms and conditions package for all employees.

This book contains all the changes introduced and reflects the key National and Local Terms and Conditions of Employment covering all employees of the Joint Board.

The Joint Board values the commitment and hard work of its employees and supports the application of fair and transparent employment practices to all Local Government Employees.

The terms and conditions contained within this book have been introduced to reflect modern employment practices, improve best value service delivery and support the Joint Board's Vision and Mission statements.

I am confident that the new pay and grading structure and associated terms and conditions of employment will ensure that the services delivered by the Board to the residents of Dunbartonshire and Argyll will continue to be of the highest standard.

David Thomson
Assessor & ERO
17th November 2010

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

DOCUMENT CONTROL

Document Responsibility		
Name	Title	Service
David Thomson	Assessor & ERO	DAB VJB

Change History		
Version	Date	Comments

Version 1.0 - Distribution (Distribution may be made to others on request)	
Name	Distribution Date

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Contents

Document Control

Part 1: Introduction

1. Dunbartonshire and Argyll & Bute Valuation Joint Board
2. Mission and Vision
3. Principal Statement of Terms & Conditions of Employment
4. Future Changes to Terms & Conditions
5. Recognised Trade Unions
6. Excluded Groups – Chief Officers

Part 2: The Scottish Joint Council

1. Scottish Joint Council
2. Scottish Constitution

Part 3: Dunbartonshire and Argyll & Bute VJB - Key Provisions

1. Equality Objectives
2. Organisational Design and Development
3. Politically Restricted Posts
4. Code of Conduct
5. Health, Safety and Welfare
6. Smoking at the Workplace
7. Pay and Grading
8. Pay on Appointment, Promotion and Incremental Progression
9. Working Time Arrangements
10. Continuous Service
11. Leave

12. Sickness Provisions
13. Maternity Arrangements
14. Notice Requirements – Termination of Employment
15. Retirement
16. Redundancy
17. Grievance Procedure
18. Disciplinary Procedure
19. Trade Union Arrangements
20. Car and Cycle Allowance
21. First Aid Responsibilities
22. Reimbursement of Expenditure

Part 4: Dunbartonshire and Argyll & Bute VJB - Terms and Condition of Employment

1. Single Status Implementation
2. Working Arrangements
3. Pay
4. Overtime Working
5. Overtime Payments
6. Overtime – Time off in Lieu (TOIL)
7. Overtime Working on a General or Public Holiday
8. Normal Working Attendance on a General or Public Holiday
9. Call-out Payment
10. Responsibility Payments
11. Working Time Regulations
12. Employees Payment of Council Tax, Rent etc

- Appendix 1 – 201011 Pay Scales
- Appendix 2 – Allowance Payments
- Appendix 3 – Payroll Allowance HED Codes
- Appendix 4 – Annual Leave Entitlement

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

PART 1

Introduction

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Part 1

Introduction

1. Dunbartonshire and Argyll & Bute Valuation Joint Board

- 1.1 Dunbartonshire and Argyll & Bute Valuation Joint Board is a modern, flexible organisation seeking to be an employer of choice. We demonstrate continuous improvement across all services and our employment terms and conditions, employment policies, procedures and practices are designed to promote equality and to eliminate discrimination. Our terms and conditions package supports excellence in service delivery and includes progressive measures to assist employees maintain a healthy work life balance. This Terms and Conditions Book has been developed to provide Local Government Employees with a detailed background of our main terms and conditions of employment, important employment policies, procedures and working practices.
- 1.2 Dunbartonshire and Argyll & Bute Valuation Joint Board is supported in the provision of Human Resource and Organisational Development Services by West Dunbartonshire Council.

2. Mission and Vision

- 2.1 Our Mission and Vision statement is:

“Dunbartonshire and Argyll & Bute Valuation Joint Board is an independent local authority which was established by The Valuation Joint Boards (Scotland) Order 1995. We professionally compile and maintain the Valuation Rolls, Council Tax Valuation Lists and Registers of Electors for the Argyll & Bute, East Dunbartonshire and West Dunbartonshire council areas. Building on our established professionalism, we aim to provide high quality, effective and responsive services to all of our stakeholders.”

- 2.2 We also have a number of Commitments which guide the work of the Board by setting out clear priorities for services. We are committed to:

- Consulting our stakeholders, and listening and responding to their views
- Valuing staff and providing them with opportunities to develop and contribute
- Reacting innovatively to change
- Encouraging innovation and recognising achievement within the organisation
- Treating all stakeholders, including staff, in a fair, consistent manner and in accordance with equal opportunities requirements
- Striving for continuous improvement in all aspects of service delivery
- Ensuring that we are accessible and accountable to stakeholders
- Pro-actively planning workloads and deploying resources efficiently
- Using language which is easy to understand

- Working with our partners in the Scottish Assessors' Association to ensure Scotland-wide consistency of approach to service delivery

3. Principal Statement of Terms and Conditions of Employment

- 3.1 The "Contract of Employment" provides details of grade and salary and also the terms and conditions of employment applicable to a post.
- 3.2 In addition, employees' full terms and conditions of employment are contained within (this document) 'the Dunbartonshire and Argyll & Bute Valuation Joint Board, Terms and Conditions Book' parts 1 to 4. This book reflects the employment terms outlined in the "Red Book", i.e. the Scottish Joint Council for Local Government Employees National Agreement on Pay and Conditions of Service as applicable in Dunbartonshire and Argyll & Bute Valuation Joint Board.

4. Future changes to Terms and Conditions

- 4.1 Future changes to Terms and Conditions arising from local or national agreements or arrangements will automatically be incorporated into an employee's terms and conditions and notification of the change will be communicated to the affected employees through the intranet, line manager or other relevant channels.

5. Recognised Trade Unions

- 5.1 DAB VJB recognises UNISON, Unite and GMB trade unions for the purposes of resolving industrial relation issues affecting employees of the Board covered by these Terms and Conditions of Employment. The Board is committed to regular consultation with the Trades Unions and will meet regularly with the Trades Unions representatives to discuss matters of mutual interest.
- 5.2 The Joint Board will adhere to the resolution processes agreed by the National Scottish Joint Council for Local Government Employees.

6. Excluded Groups – Chief Officers

- 6.1 The provisions outlined in this document cover all employees of Dunbartonshire and Argyll & Bute Valuation Joint Board with the exception of Chief Officers.

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

PART 2

The Scottish Joint Council

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Part 2

The Scottish Joint Council

1. Scottish Joint Council

- 1.1 The SJC represents Local Authorities in Scotland and their employees (other than those for whom other national negotiating machinery exists). It is committed to the local democratic control of services to the community as the primary role of local government. Its principal role is to reach agreement, based on shared values on a national scheme of pay and conditions for local application in Scotland.
- 1.2 The Scottish Joint Council's guiding principles are to support and encourage:
- (i) high quality services delivered by a well trained, motivated workforce with security of employment. It encourages training and development opportunities for employees;
 - (ii) equal opportunities in employment; equality as a core principle which underpins service delivery and employment relations; and the removal of all discrimination and promotion of positive measures, including positive action when judged to be justified and effective;
 - (iii) a flexible approach to providing services to the communities while meeting the needs of employees as well as employers; and
 - (iv) stable industrial relations, negotiation and consultation between Local Authorities as employers and recognised trade unions.
- 1.3 The SJC has a strong commitment to joint negotiation and consultation at all levels, and to this end encourages employees to join and remain in recognised unions. Co-operation between employers, employees and unions will help ensure the successful delivery of services. Councils are therefore encouraged to provide facilities to allow recognised Trade Unions to organise effectively for individual and collective representation.

2. Scottish Constitution

Name of Organisation

- 2.1 The Council will be known as the Scottish Joint Council for Local Government Employees.

Area of Operation

- 2.2 The Council will operate in Scotland.

Scope

2.3 The Council will cover all employees of local government in Scotland, other than those employees covered by other national negotiating machinery.

Membership

2.4

- (i) The Council will have 66 members. 33 will be appointed, one per council, to represent the employers and 33 to represent the employees.
- (ii) The 33 employers' representatives will be appointed by the Convention of Scottish Local Authorities.
- (iii) The 33 employees' representatives shall be appointed as follows:-

UNISON	18 representatives
GMB	9 representatives
Unite	6 representatives
- (iv) If any of the bodies referred to in paragraphs (ii) and (iii) do not appoint the number of their representatives provided for by the constitution, failure to appoint will not invalidate the decisions of the Council.
- (v) In the event of a member of the Council or any of its sub-groups being unable to attend any meeting, the body represented by the member will be entitled to appoint a substitute to attend the meeting. A substitute for a member of a sub-group will be appointed only from amongst the remaining members of the Council.
- (vi) The members of the Council shall retire on 30 September, in each year, and be eligible for re-appointment.
- (vii) If a vacancy arises, a new member will be appointed by the body who the previous member represented and will be a member until the end of the period for which the previous member was appointed.

Functions of Council

2.5 Scottish local government employers and trade unions plan to develop a fair and progressive employment agenda to support innovative quality service delivery. This principle will underpin all of the Council's agreements and activities.

The functions of the Council are as follows:-

- (i) To support and develop a national framework which will contribute to the development of a highly skilled and motivated workforce.

- (ii) To negotiate sustainable collective agreements on employment related matters.
- (iii) To promote and support the application of such agreements for local government and its employees.
- (iv) To promote co-operation between employers and recognised unions throughout local government.
- (v) To support the promotion of equality and the elimination of discriminatory practices in employment.
- (vi) To support the development and adoption of local codes of practice to cover the conduct and obligations of employees and employers.
- (vii) To support the development and implementation of training and development initiatives and to ensure their integration into broader employee development strategies.
- (viii) To provide advice and assistance to councils, recognised unions and employees on employment related issues.
- (ix) To settle differences of interpretation and/or application of the national agreement that cannot be resolved locally.
- (x) To provide a national conciliation service for the resolution of disputes that cannot be resolved locally.
- (xi) To undertake any activity incidental to the above.

Sub-Groups

- 2.6 The Council may establish, from its own membership sub-groups as it considers necessary. Reports from the sub-groups will be submitted to the Council. The Council when establishing a sub-group may delegate special powers to the sub-group, in such cases reports to the Council will be submitted for information.

Others Invited To Attend Meetings

- 2.7 The Council or a Sub-Group may invite any persons whose special knowledge would be of assistance to attend and speak at its meetings. Such persons will not have the power to vote.

Convener and Vice Convener

- 2.8 The Council will appoint from amongst its membership a convener and vice convener who will retire in the same manner as provided for members in Clause 2.4.

Convenership of the Council will be held in alternative years by a member of the Employers' Side and a member of the Employees' Side.

In the absence of the convener, the vice convener shall preside at the meetings of the Council. If neither the convener nor the vice convener is present, a chair will be elected for the meeting.

The convener will have a vote but not a casting vote.

The convener and vice convener will be members of all sub-groups established by the Council.

Officers

- 2.9 The Council will appoint joint secretaries, and any other officers as it thinks fit. These officers will retire in the same manner as is provided for members in Clause 2.4 and will be eligible for re-appointment.

Meetings

- 2.10 The annual meeting of the Council will be held during the month of October.

Ordinary meetings of the Council will be held as often as may be necessary.

The convener will call a special meeting of the Council if so requested by either side. The notice summoning the meeting will state the nature of the business to be transacted and other matters shall be discussed. The meeting will take place within 14 days of a requisition being received by one of the Joint Secretaries.

Voting

- 2.11 Voting at Council and Sub-Group meetings will be by show of hands or otherwise as the Council or Sub-Group determines. No resolution will be carried unless it is approved by the majority of the members present and voting on each side of the Council or sub-group.

Not Enough Members Present

- 2.12 If fewer than one third of the members of the Council divided equally between the two sides are present at the start of the meeting, the convener will declare the meeting closed and the business then under discussion shall be the first business to be discussed at the next meeting of the Council. The required number of members to be present at a meeting of a Sub-Group will be determined by the Council.

Notice of Meetings

2.13 All notices of meetings of the Council and of Sub-Groups will be sent by post to the respective members at least seven days before the meeting.

Finance

2.14 The administrative expenses of the Council (excluding expenses of representatives which shall be met by the respective Sides) and its Sub-Groups shall be borne equally by the two Sides.

Amending The Constitution

2.15 The constitution may only be amended with the agreement of the Convention of Scottish Local Authorities, and the three unions referred to in paragraph 2.4(iii).

Arbitration

2.16 In the event of a dispute over terms and conditions of employment arising between the two Sides of the Council the dispute will, if requested by either Side, be referred for settlement by arbitration to ACAS. The arbitration award will be accepted by both Sides and be treated as though it were an agreement between the two Sides.

Relationship With Other Organisations

2.17 Arrangements will exist to ensure strong links between the Scottish Joint Council and the National Joint Council for Local Government Services in England and Wales.

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

PART 3

Dunbartonshire and Argyll & Bute Valuation Joint Board

Key Provisions

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

PART 3

Dunbartonshire and Argyll & Bute Valuation Joint Board Key Provisions

1. Equality Objectives

- 1.1 Employees will be afforded equal opportunities in employment irrespective of disability status, gender, race, religion and belief, age, sexuality and marital status and civil partnership status.
- 1.2 Dunbartonshire and Argyll & Bute Valuation Joint Board will ensure that discriminatory practices are identified and removed and non-discriminatory practices introduced in all areas of employment including recruitment, training and promotion.
- 1.3 Dunbartonshire and Argyll & Bute Valuation Joint Board has policies and procedures promoting equality of opportunity in employment in place.
- 1.4 The equality objectives noted above and actions identified to meet these are detailed in the statutory Race, Gender and Disability Equality Schemes published by the Joint Board, to meet the relevant duties. In due course a single equality scheme will be published by the Board to meet these duties.
- 1.5 All employees (Inc part time staff) will be treated equally regardless of hours worked including:

Training and development - where part time employees should have access equal to that of full time employees and when on training courses outside their contracted daily hours shall be paid on the same basis as full time employees.
- 1.6 Temporary employees shall receive pay and conditions of service equivalent to that of permanent employees.

The full versions of the Equalities Policies can be found on the DABVJB intranet

2. Organisational Design and Development

Purpose of Organisational Development

- 2.1 The purpose of Organisational Development is to provide strategies and interventions to ensure an organisation's effectiveness at all levels. This includes provision of interventions to meet the identified corporate learning and development needs of the Board and the learning and development needs of employees. These should be placed firmly at the forefront of the Board's service delivery plans to improve both service delivery and organisational performance.

Employers and recognised trade unions should co-operate to establish and implement local policies, strategies, procedures and agreements on learning and development.

All learning and development provision must be planned, delivered and monitored on the basis of equality of access for all. Available resources for learning and development will be shared equitably according to agreed need.

Employee Development Policy

2.2 Dunbartonshire and Argyll & Bute Valuation Joint Board has a written employee Personal Development Policy which has been communicated to all employees via management.

The written policy includes:

- (i) Commitment to the learning and development of all employees in line with identified corporate and individual needs.
- (ii) Recognition of the relationship between effective employee development and improvements in service performance.
- (iii) Recognition of the importance of offering relevant training and development opportunities in providing job satisfaction to employees and in staff retention
- (iv) Commitment to equality of opportunity for access to learning and development for all employees
- (v) Information on the prioritisation and planning of learning and development for the organisation and employees
- (vi) The process for identification of learning and development needs including key responsibilities within the organisation.
- (vii) Information regarding the monitoring and evaluation of learning and development interventions.

Needs Identification

2.3 Employees will discuss their learning and development needs with their line manager on a regular basis, as required by current processes. This will include needs related to their current job role and may extend to future aspirational development needs.

Job Related Learning and Development

2.4 Learning and development for the current job role includes:

- (i) Induction to the organisation
- (ii) Induction to the job role
- (iii) Job related skills training
- (iv) Adult essential skills, incorporating basic numeracy and literacy
- (v) Lifelong learning

Development Beyond Current Job Role

2.5 The Joint Board wishes to prepare employees for tasks, duties and responsibilities that extend knowledge, skills and competence for future roles. Job related development will remain the priority but enhanced development to prepare for future planned or potential roles will be supported where resources allow. There are many possible ways to support aspirational development including:

- (i) Open/flexible learning, with or without sponsorship funding support
- (ii) Mentoring
- (iii) Job shadowing
- (iv) Provision of appropriate information or helping establish correct contacts.

Responsibilities

2.6 The policy statement sets out the responsibilities of all employees to deliver the training plan:

- (i) Managers are effective in carrying out their duties and responsibilities for learning and development of all employees
- (ii) Managers are actively involved in supporting all employees to meet their agreed learning and development needs
- (iii) All employees are encouraged to help identify and meet their job related learning and development needs

The full version of the Personal Development Policy can be found on the DAB VJB intranet

3. Politically Restricted Posts

3.1 In terms of the Local Government and Housing Act 1989, some posts within the Joint Board may be politically restricted.

Guidance on Politically Restricted Posts can be found on the WDC intranet within Human Resources & Organisational Development - Employment Policies

4. Code of Conduct

4.1 Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.

- 4.2 Dunbartonshire and Argyll & Bute Valuation Joint Board has a code of practice covering the official conduct and the obligations of employees in place.

The full version of the Code of Conduct for Employees can be found on the DABVJB intranet

5. Health, Safety and Welfare

- 5.1 Dunbartonshire and Argyll & Bute Valuation Joint Board accepts that it has a duty to comply with the law governing the health, safety and welfare of employees, including the conditions under which they work and the provision and maintenance of necessary protective clothing.
- 5.2 Employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with employers' actions taken to meet their duties under the relevant Regulations.

The full version of the Policy can be found on the DAB VJB intranet

6. Smoking at the Workplace

- 6.1 In order to comply with The Smoking, Health and Social Care (Scotland) Act 2005 the Board does not permit smoking on Board premises.

The full version of the No Smoking Policy can be found on the DABVJB intranet

7. Pay and Grading

- 7.1 The introduction of a 12 grade pay model within Dunbartonshire and Argyll & Bute Valuation Joint Board demonstrates greater consistency, fairness and equality in the application of salary assessment and pay progression to those employees within the scope of the Agreement of the Scottish Joint Council for Local Government Employees.
- 7.2 Employees will be appointed to one of the twelve grades of the DAB VJB grading and pay structure for Local Government Employees.
- 7.3 The grading of jobs is determined by the outcome of the application of the Scottish Councils' Job Evaluation Scheme as applied by Dunbartonshire and Argyll & Bute Valuation Joint Board, and supported by West Dunbartonshire Council.
- 7.4 To ensure pay equality all posts will be evaluated using the Scottish Councils' Job Evaluation Scheme. The scheme has been endorsed by both sides of the Scottish Joint Council for Local Government Employees and:
- (i) Complies with Equal Pay Act

- (ii) Is free from sex bias
- (iii) Follows the ACAS Code of Practice on job evaluation
- (iv) Adopts accepted best practice

8. Pay on Appointment, Promotion and Incremental Progression

- 8.1 For new employees, appointment on the designated salary scale will normally be at the minimum point of salary scale.

Due cognisance will be taken of experience and qualifications in assessing a prospective employee's salary placing. Account will be taken of his/her range of skills, competencies and experience. In exceptional circumstances, placing above the minimum point of the salary scale may be considered to take account of his/her employment history. This will be in relation to the specific requirements of the post, e.g. where his/her experience is directly relevant to the duties of the post or has been gained at an equivalent level of responsibility.

The salary assessment should be consistent and should avoid bias to any individual or group and should be discussed and agreed with the Assessor & ERO prior to the offer letter being sent to the candidate.

- 8.2 On appointment, following promotion, or on the regrading of an existing post, an employee will normally be placed on the bottom point of the new grade.

In exceptional circumstances, placement above the minimum of the scale may be agreed by the Appointment Panel Chair following consultation with WDC's Human Resources & Organisational Development

The salary assessment should be consistent and should avoid bias to any individual or group and should be discussed and agreed with the Assessor & ERO prior to the offer letter being sent to the candidate.

- 8.3 Progression on the salary structure will be by means of annual increments paid on 1st April each year until the employee reaches the maximum point of the salary scale.

Salary progression will not be automatic for employees not meeting the required standards. In this instance line managers will notify WDC's HR where an employee's salary progression is not recommended, detailing where the employee is not meeting the following criteria:

- (i) Satisfactory familiarisation with the organisation, department, job and associated functions
- (ii) Gaining relevant experience
- (iii) Gaining the necessary skills and/or competencies
- (iv) Achievement of required vocational or academic qualification(s)
- (v) Achievement of previously agreed targets/objectives

Any withholding of increments must be agreed by the Assessor after consultation with WDC's HR & OD Service.

Employees will be advised, in writing, that an increment is being withheld and given the reason for this action. The employee will also be notified of the appeals process. Any successful appeal will mean that incremental awards will be paid from 1st April.

- 8.4 For new appointments, promotions or regradings made between 1st October and 31st March, employees will be granted their first increment on the new salary scale six months from their effective date of appointment, subject to confirmation of satisfactory development in the post.

9. Working Time Arrangements

- 9.1 The standard working hours per week will be 35 hours.
- 9.2 Employees who are required to work non-standard patterns of work will be compensated in accordance with the provisions set out in Part 4.
- 9.3 Variations to the established working week or patterns of work will be reasonable and subject to adequate notice.
- 9.4 Working arrangements will comply with relevant Health and Safety legislation, including the European working time directive and its associated UK legislation.

10. Continuous Service

- 10.1 Continuous service shall be defined as follows: -

For the purposes of entitlements regarding annual leave, notice periods, redundancy, occupational sickness allowance, occupational maternity/paternity/adoption leave/pay and flexible working, continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies.

- 10.2 The start date for continuous service for statutory employment rights (such as unfair dismissal, written reasons for dismissal, statutory maternity pay, statutory adoption pay and statutory paternity pay) is the date that the employee joined Dunbartonshire and Argyll & Bute Valuation Joint Board.

Dual contracts

- 10.3 Where an employee holds two or more contracts of employment with the Board at the same time, continuous service will be recognised in respect of each contract separately. If, however, one or more of the contracts terminates so that only one contract remains ongoing, the start date for the purposes of calculating continuous employment from the earliest contract will be transferred to the remaining contract, providing there has been an overlap between the two contracts. Where, however, the earlier contract has terminated by reason of redundancy and the employee has already received a redundancy payment in respect of the service in that role, that

payment will be taken into account in the calculation of any payments due in the event that the later contract(s) are terminated by reason of redundancy.

Continuous Service, Sickness, and Maternity Leave

- 10.4 When an employee returns to Local Government service following a break for maternity reasons they will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no paid employment has intervened. This does not apply to other service related benefits.

Reckonable Service

- 10.5 Local government employees in post at 30 June 1999 will have had their service-based entitlements based on reckonable service. Employees who commenced after this date will only have continuous service recognised. Reckonable service includes previous service with any authority or body contained within the Local Government Modification Order. Such service need not be continuous. This preservation will continue to apply provided the employee remains employed in local government.

***Details of organisations included in the
Local Government Modification Order can be found on the WDC intranet within Human
Resources & Organisational Development - Redundancy Modification act 2003***

11. Leave

Public Holidays

- 11.1 The Board's public holiday provisions are with pay. There are 12 fixed public holidays throughout the year. If you work part-time your public holidays will be pro-rata. The 12 public holidays are:

- New Year's Day (or next working day)
- 2 January (or next working day)
- Easter – Good Friday
- Easter Monday
- May Day (first Monday in May)
- Last Friday and Monday in May
- Third Monday in July
- Last Friday and Monday in September
- Christmas Day (or next working day)
- Boxing Day (or next working day)

Annual Leave Entitlement

- 11.2 The Dunbartonshire and Argyll & Bute Valuation Joint Board leave year operates from 1st April to 31st March each year.

The minimum paid full annual leave entitlement is twenty days. The allowance is incremental and increases by one day per year, as at 1 April, for completed years service, until the maximum of 30 days is reached after 10 years service.

The entitlement to annual leave and public holidays as expressed above apply to five day working patterns. For alternative working patterns equivalent leave entitlements will be calculated on a pro-rata basis.

The annual leave entitlement of employees leaving or joining Dunbartonshire and Argyll & Bute VJB will be proportionate to their completed service during the leave year. Please see Part 4, Appendix 4 for pro-rated leave allowance.

Calculating Leave Entitlement

- 11.3 For the purpose of calculating leave (annual and public holidays) entitlements may where necessary be expressed in hours over the leave year.

Special Leave

- 11.4 The Valuation Joint Board has adopted the West Dunbartonshire Council's Special Leave Scheme and its Maximising Attendance Policy as they apply to the VJB. Special Leave is available to all employees for a wide range of reasons which may be with or without pay. The Special Leave Scheme covers family friendly issues which will help employees balance work and family life and leave for National, Public and Community Service together with other special circumstances.

When approving requests for special leave consideration should always be given to the operational requirements of the organisation along with any requests that may have previously been granted, outstanding annual leave and requests which are governed by legislation. Under the Maximising Attendance Policy managers are encouraged to consider flexible methods of supporting employees and should use the Scheme of Special Leave as a means of encouraging improvements in sickness absence.

Applications for special leave must be submitted, initially to line managers, giving as much notice as possible. Where appointment cards or other similar forms of notification are available these should be shown.

Loss of Earnings Certificates will only be issued when employees have been granted unpaid leave of absence and as a result have had an appropriate deduction from their pay. Loss of Earnings Certificates will not be issued for events which took place during a period of annual leave or rostered day off etc.

In cases of unpaid leave managers have the discretion to agree with employees an amendment to a working pattern to make up the time by additional hours being worked. This is subject to operational and service needs and an appropriate record of the agreement should be kept for audit purposes

The full versions of WDC's Special Leave Scheme and Maximising Attendance Policy can be found on the WDC intranet within Human Resources & Organisational Development - Employment Policies

Definition of Pay

11.5 For the purposes of 11.1 to 11.4 above pay includes any regular payment made under the contractual provisions of an employee's terms and conditions of employment.

12. Sickness Provisions

12.1 Statutory Sick Pay (SSP) is a government benefit and, subject to qualifying criteria set out by the government, it will be paid for up to 28 weeks.

Occupational Sick Pay allowance incorporates SSP. The entitlement is subject to a qualifying period (see 12.9) and reporting procedures (see 12.2 and 12.7)

Sickness Allowances

12.2 An employee is not entitled to receive occupational sick pay under the scheme unless:

- (i) The Self Certification process has been completed for the first 7 days of sick absence and notification is made immediately to the person identified for this purpose by Dunbartonshire and Argyll & Bute Valuation Joint Board;
- (ii) further notification is made as required by Dunbartonshire and Argyll & Bute Valuation Joint Board
- (iii) a doctor's statement is submitted to Dunbartonshire and Argyll & Bute Valuation Joint Board not later than the eighth calendar day of absence;
- (iv) subsequent doctor's statements are submitted as necessary;
- (v) in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to Dunbartonshire and Argyll & Bute Valuation Joint Board a final statement as to fitness to resume duties;
- (vi) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.

12.3 Where, for the purpose of qualifying for sick pay under the scheme Dunbartonshire and Argyll & Bute Valuation Joint Board requires a doctor's statement from an employee then the Board will, with exception of 12.1 (iii.) – (v.) above, reimburse the employee the costs of such a statement on the provision of a receipt.

- 12.4 An employee who falls sick during the course of annual leave will be regarded as being on sick leave from the date of a doctor's statement.
- 12.5 Where an employee is receiving sick pay under the scheme, sick pay will continue if a general or public holiday falls during such sickness absence. No substitute public or extra statutory holiday will be given. Where an employee has exhausted sickness allowance entitlement, no payment should be made in respect of a public holiday occurring during the period of absence.

Exclusion from Entitlement

- 12.6 There is no entitlement to sickness allowance if an employee:
- (i) has less than 26 weeks continuous service;
 - (ii) goes sick during a stoppage of work at the place of employment due to a trade dispute, unless the employee has not taken part in the trade dispute and has no direct interest in it;
 - (iii) on the first day of sickness has already exhausted or subsequently exhausts sickness allowance entitlement ;
 - (iv) on the first day of sickness is in legal custody or is subsequently taken into legal custody;
 - (v) fails to satisfy or to continue to satisfy the notification or certification requirements;
 - (vi) is absent on maternity leave;
 - (vii) terminates or has their contract of employment terminated.

The provisions of this scheme cease to apply to an employee whose contract of employment is terminated in pursuance of the provision of the Superannuation Act applicable to the case, whether by reason of permanent ill health or infirmity of mind or body or by reason of age; this is however without prejudice to the right of an employee whose employment is terminated by reason of permanent ill health or infirmity to receive the period of notice specified in the contract of service where appropriate.

- 12.7 Sick pay may be suspended if an employee abuses the sickness scheme or is absent on account of (i) sickness due or attributable to deliberate conduct prejudicial to recovery; or (ii) the employee's own misconduct or neglect; or (iii) active participation in professional sport; or (iv) injury while working in the employee's own time on their own account for private gain or for another employer. Dunbartonshire and Argyll & Bute Valuation Joint Board will advise the employee of the grounds for suspension to sick pay and the employee will have a right of appeal. If Dunbartonshire and Argyll &

Bute Valuation Joint Board decides that the grounds were justified then the employee will forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

12.8 An employee who is paid any damages as the result of an accident will be required to re-pay any sickness allowance advanced, either in total or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the advance is made in full, will not be treated as sickness absence.

Payment and Period of Entitlement

12.9 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

In exceptional circumstances, subject to approval from the Assessor, there shall be discretion to extend the period of full allowance or half allowance provided for in this paragraph.

The period during which sick pay will be paid, and the rate of sick pay, in respect of any period of absence will be calculated by deducting from the employee’s entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence except that neither the aggregate nor the twelve month period shall include any periods of absence on unpaid leave. The aggregate of such previous periods of sickness allowance shall be deducted in the first instance from the full allowance period and the balance from the half allowance period to which the employee is entitled in respect of the latest absence.

Calculation of Allowance

12.10 In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.

12.11 In the case of half-pay periods, sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity benefit receivable, so long as the total sum does not exceed normal pay.

Definition of Normal Pay

12.12 Normal pay includes all contractual earnings that would be paid during a period of normal working but excluding any payments not made on a regular basis.

12.13 Health and Pension benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- (i) the conditions for the reporting of sickness as required by the Dunbartonshire and Argyll & Bute Valuation Joint Board ;
- (ii) the claiming of benefits;
- (iii) the obligation to declare any entitlements to benefits and any subsequent changes in circumstances affecting such entitlement.

12.14 In the case of employees over 65 years of age, the full allowance shall be a sum which when added to any additional payment (including dependant's allowances), by way of National Insurance benefit or State Pension, which the employee receives in consequence of being absent from duty through sickness, shall secure to the employee a sum equal to normal pay.

Sickness or Disablement due to an Accident in the Course of Employment

12.15 Absence in respect of normal sickness is entirely separate from absence through industrial disease or injury arising out of or in the course of employment with Dunbartonshire and Argyll & Bute Valuation Joint Board. Periods of absence in respect of one will not be offset against the other for the purpose of calculating entitlements under the scheme.

An absence due to an accident will only qualify for payment under this paragraph when the incident is recorded in HS1 form and in the subsequent investigation by Dunbartonshire and Argyll & Bute Valuation Joint Board the facts so recorded are found to be accurate.

Every effort must be made to ensure that all accidents are entered in the Accident Book (Form BI 510) including those where the employee, as a result of the accident, is unable to make the entry personally. In circumstances where no entry is made at the time of the accident, the Board will not unreasonably refuse the payment of industrial injury allowance. An investigation into the accident to establish the facts will be undertaken. If that investigation establishes that an accident took place arising out of or in the course of employment, the employee will nonetheless be entitled to the

industrial injury allowance, despite the fact that no entry has been made in the Accident Book.

Medical Examination

- 12.16 The Board reserves the right to refer you to the Occupational Health Service provided by West Dunbartonshire Council for a medical examination or assessment, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by Dunbartonshire and Argyll & Bute Valuation Joint Board. Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee as nominated by Dunbartonshire and Argyll & Bute Valuation Joint Board.

Any examination or assessment is to ensure that the employees health and wellbeing is not negatively affected and that the Board as an employer is keeping employees healthy and safe. Failure to attend means that management decisions may need to be made regarding the employees role and health without the benefit of a medical report

Infectious Diseases

- 12.17 An employee who is prevented from attending work because of contact with infectious disease will advise the Assessor immediately and will be entitled to receive normal pay. The period of absence on this account will not be reckoned against the employee's entitlements under this scheme.

Absence Management

- 12.18 An integral part of the sickness provisions includes the effective management of sickness absence.

WDC's Absence Management Guidelines can be found on the WDC intranet within Human Resources & Organisational Development - Employment Policies

13. Maternity Arrangements

Maternity Scheme

- 13.1 Dunbartonshire and Argyll & Bute Valuation Joint Board provides that all pregnant women employed have a right to 52 weeks Maternity Leave regardless of length of service or hours of work (26 weeks Ordinary Maternity Leave followed by a further 26 weeks Additional Maternity Leave). This applies equally to full-time, part-time employees and to those described as temporary or permanent.

Employees can arrange an appointment with a member of WDC's HR service to discuss entitlements and options available prior to submitting their request for maternity leave.

Maternity Leave provisions are separate from the statutory maternity payments (SMP) which an employee may receive and are subject to a range of conditions which are explained in this document.

The authority has two maternity schemes for employees:-

Scheme A: applies to employees with less than 26 weeks continuous service by the beginning of the 15th week before the expected week of childbirth. (beginning of 11th week before the expected week of childbirth for teachers)

Scheme B: applies to employees with at least 26 weeks continuous local government service by the beginning of the 15th week before the expected week of childbirth.

An employee information leaflet gives information on the Schemes. This leaflet can be obtained from WDC's HR Section. If you have any questions about this Policy or about any aspect of your maternity rights please contact your line manager or WDC's Human Resources and Organisational Development Services.

The full version of the Scheme of Maternity Allowances can be found on the DABVJB Intranet

Maternity Leave - service & annual leave calculations

13.2 Where an employee returns to local government service following a break for maternity reasons they will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no paid employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years time limit does not apply provided that no paid employment has intervened.

13.3 For the purposes of entitlements regarding annual leave, the occupational sickness scheme and the occupational maternity scheme continuous service will include continuous previous service with any public authority to which The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 applies as amended.

A full list of organisations where continuity is recognised can be found on the WDC intranet within Human Resources & Organisational Development – Employment Policies

14. Notice Requirements – Termination of Employment

The Valuation Joint Board

14.1 The minimum periods of notice to be given by an employer are governed by the Employment Rights Act 1996:

Continuous Service	Period of Notice
One month or more but less than two years	Not less than one week
Two years or more but less than twelve years	Not less than one week for each year of continuous service
Twelve years or more	Not less than twelve weeks.

Employee

14.2 The minimum period of notice to terminate employment given by an employee:

Grade	Period of Notice
Posts in Grade 1 or 2	One week
All posts Grade 3 to 7	Four weeks
All other posts Grade 8 to 12	Eight weeks

15. Retirement

Age Retirement

15.1 The normal age of retirement from the Board for all employees shall be 65.

The Board will notify employees in writing of their intended retirement date between 6 and 12 months in advance.

Employees have a right to request to work beyond the intended retirement date (i.e. 65).

Employees working beyond the Board's normal retirement age and who are members of the Local Government Pension Scheme (as administered by Strathclyde Pension Fund) can remain in the Scheme up until their 75th birthday.

Employees can also make a request to reduce their hours and/or grade. From 2010, you must be over 55 to request this arrangement. Employees, who have reduced their hours and/or grade and are members of the LGPS can also with agreement, draw their pension whilst continuing in employment and building up further benefits in

the Scheme. Note: The state retirement age for women is currently 60 and 65 for men. From 2010 women's retirement age will start to increase gradually. This will not affect women born on or before 5th April 1950.

Early Retirement

- 15.2 Employees who are members of the LGPS pension scheme may retire with a pension before the age of 65 if they meet the Scheme conditions and, where appropriate, with the agreement of the Board.

Retirement on the Grounds of Ill Health

- 15.3 Pensionable employees who are declared by the Joint Board's Medical Adviser as incapable of discharging efficiently the duties of their employment by reason of permanent ill health or infirmity may be retired early on ill health grounds. Full details can be found in the "Local Government Pension Scheme - Members Handbook".

Further information can be found on the Local Government Pension Scheme website: www.lgps.org.uk

16. Redundancy

- 16.1 Where employment is terminated due to redundancy the terms of the Employment Rights Act 1996 will apply, if appropriate. For the purpose of redundancy the Joint Board recognises continuous local government service as defined in The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 applies as amended.

A full list of organisations where continuity is recognised can be found on WDC's intranet within Human Resources & Organisational Development – Employment Policies

17. Grievance Procedure

- 17.1 Dunbartonshire and Argyll & Bute Valuation Joint Board has a grievance procedure in place which identifies the person to whom an employee should apply in the event of them having a grievance and of the procedure to be followed in that instance. These procedures comply with the ACAS code of practice and supporting guidance, April 2009.

The full version of the Grievance Procedure can be found on the DABVJB intranet

18. Disciplinary Procedure

- 18.1 Dunbartonshire and Argyll & Bute Valuation Joint Board has a disciplinary procedure in place. All employees should also be aware to whom they can apply if they are

dissatisfied with any disciplinary decision. These procedures accord with legal requirements and with the ACAS Code of Practice and guidance.

The full version of the Disciplinary Procedure can be found on the DABVJB intranet

19. Trade Union Arrangements

19.1 The Valuation Joint Board shall provide the recognised trade unions with facilities necessary to carry out their functions in accordance with the ACAS Code of Practice. This will include paid leave of absence to attend relevant meetings concerned with the work of the Scottish Joint Council including its relationship with the UK National Joint Council and the operation of a check off system whereby, with the consent of the individual, trade union subscriptions are deducted from pay.

20. Car & Cycle Allowance

20.1 Where Dunbartonshire and Argyll & Bute Valuation Joint Board authorises an employee to use a private car or cycle on official business, the employee will receive an allowance in accordance with the Car & Cycle Allowance Scheme.

The Car & Cycle Allowance Scheme is available on the DABVJB intranet

21. First Aid Responsibilities

21.1 An employee who is required by Dunbartonshire and Argyll & Bute Valuation Joint Board to hold a certificate in first aid shall be paid an allowance per year as shown in Appendix 2 (part 4). Part-time officers will be paid the allowance on a pro-rata basis.

22. Reimbursement of Expenditure

22.1 Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced, where required.

PART 4

Dunbartonshire and Argyll & Bute Valuation Joint Board

Terms and Conditions of Employment

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

Part 4

Dunbartonshire and Argyll & Bute Valuation Joint Board

Terms and Conditions of Employment

1. Single Status Implementation

- 1.1 Dunbartonshire and Argyll & Bute Valuation Joint Board introduced single status arrangements in November 2010. The arrangements bring together the terms and conditions for employees formerly categorised as either APT & C employees or Manual Workers in order to achieve pay equality. The new Single Status Pay Scales are listed in Appendix 1.

These provisions supersede any previous enhancements or provisions contained in the former APTC and Manual Workers schemes. The allowances payable are listed in Appendix 2 with Appendix 3 showing payroll HED codes.

- 1.2 Dunbartonshire and Argyll & Bute Valuation Joint Board has undertaken a complete job evaluation review and, as part of the Single Status Arrangements, assimilated all employees to a new spinal column of hourly rates agreed by SJC.

2. Working Arrangements

Hours of Work

- 2.1 The service hours of work for employees of Dunbartonshire and Argyll & Bute Valuation Joint Board are between 7am and 9pm Monday to Sunday. The standard working week is 35 hours.

The normal hours of work are specified in the offer of appointment and principal statement of terms and conditions of employment. Hours of work are to be worked in accordance with the operational requirements of the service and as agreed by the employee and Dunbartonshire and Argyll & Bute Valuation Joint Board

The working week of individual employees may vary from the standard of 35 hours provided that the individual's average over a pre-determined period does not exceed the standard working week over the same period and shall not exceed an average of 48 hours except by agreement.

Working time arrangements should avoid (i.) short notice changes to rostered or expected patterns of work (ii.) excessive hours in any particular week and (iii.) unnecessarily long periods over which the weekly hours are arranged.

Meal Breaks

- 2.2 All employees are entitled to at least a 30 minute unpaid meal break in any period of 6 hours of work or more.

3. Pay

Pay Calculation

- 3.1 An employee's pay is calculated in accordance with the pay year (and not the calendar year). Appendix 1 gives an overview of current pay scales:

All employees annual base pay can be calculated using the following formula:

Hours worked (per week) x hourly rate x 52.14 = Annual Salary

Pay Changes

- 3.2 Any pay change will be notified to employees either in writing or via their pay slip. It is the responsibility of the individual employee to notify their supervisor or WDC's Payroll Services immediately if they suspect that an overpayment or underpayment has occurred.

Overpayments and Underpayments of Pay

- 3.3 Where an employee has been overpaid, Dunbartonshire and Argyll & Bute Valuation Joint Board will seek recovery, as follows:
- (i) Where an overpayment has been made and discovered before the next salary or wage payment, the overpayment made in error will be deducted in full from the next pay.
 - (ii) Where an overpayment has been paid over more than one payment period, then the overpayment will be repaid by deduction from pay over the same period of time by equal installments commencing with the next available salary or wage payment.
 - (iii) Where having been notified of the proposed repayment arrangements the employee advises that the arrangement will cause them hardship then a meeting will be arranged at which the matter can be discussed and options explored. The employee may be represented at this meeting.

Managers must ensure that any change to an employee's conditions, which may impact on their pay, such as reduction in working hours, is notified immediately to WDC's HR service.

4. Overtime Working

- 4.1 Time worked in addition to 35 hours, the standard hours of the working week, shall count as overtime. Where an employee has more than one post then that person must work over 35 hours in each post per week before eligibility to overtime is appropriate.
- 4.2 Work in excess of the standard weekly hours should not be a regular occurrence and will be discouraged. However, 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:
- (i) Only hours worked in excess of the standard weekly hours i.e. 35 hours, will be eligible for enhanced overtime rates.
 - (ii) Part-time/ job share employees will also not receive enhanced overtime rates until the weekly hours exceed 35 hours.
 - (iii) A minimum of 30 minutes must be worked in order to be eligible for overtime.

5. Overtime Payments

Grade 1 - 7

- 5.1 Overtime at premium rates for work in excess of 35 hours per week only applies to employees in grade 1 to 7.

Overtime hours are based on a weekly pay period Monday to Sunday:

- (i) Hours in excess of 35 hours will attract a premium payment of time and half.
- (ii) Work undertaken in excess of 48 hours, in a weekly pay period, attracts a double time premium payment.
- (iii) All hours worked up to 35 hours per week are paid at plain time

Grade 8 & Above

- 5.2 In circumstances where service delivery would be inhibited discretion can be exercised by the Assessor to personally sanction overtime payments for grade 8's and above.

Only in exceptional circumstances would overtime payments be made to staff on grade 9 and above.

All overtime for grade 8 and above must be authorised by the Assessor using the appropriate Overtime Authorisation Form.

6. Overtime – Time Off In Lieu (TOIL)

- 6.1 All employees working overtime may by agreement receive compensatory leave as an alternative to overtime. All Time off in lieu (TOIL) is given against actual hours worked at plain time with no enhancement.

7. Overtime Work on a General or Public Holiday

- 7.1 There are 12 fixed public holidays throughout the year. See Part 3 Section 11 for details of the 12 fixed holidays.

Overtime work on a public holiday will be paid at the rate of double time in complete recompense.

When the time worked is less than 4 hours – 4 hours paid

When the time worked is 4 hours or more – hours worked

8. Normal Working Attendance on a General or Public Holiday

- 8.1 For work required on a public holiday, in addition to normal pay for that day or night (between 2000 hours and 0800 hours on the following day) the allowance shall be at plain time rate for all time worked within an employee's normal working hours. At a later date time off with pay shall be allowed as follows

- (i) When the time worked is less than 4 hours - half day off
- (ii) When the time worked is 4 hours or more - full day off.

9. Call-Out payments

- 9.1 Employees who are called-out in response to the triggering of any fire and/or intruder alarm, or similar, will be paid an allowance as shown in Appendix 2

10. Responsibility Payments

- 10.1 Where, for reasons other than absence on normal holiday or short term sickness, an employee is required temporarily 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 base salary and the minimum point of the higher post, due regard being taken of the salary scale for the higher post, the extent of the additional duties and responsibilities, and the period for which these are undertaken. In these circumstances the following should be considered;

- (i) An assessment of the more senior role would be completed and where the employee is undertaking 100% of the more senior role then s/he would be

entitled to full payment of the responsibility payment. Where only a part of the duties are undertaken then % of the payment will be awarded.

- (ii) Employees will not be paid the higher duties allowance if the employee is on short term annual leave or sick leave. The only circumstances where this would not apply is where service delivery would be prohibited or adversely affected.
- (iii) Timescales will be agreed as to how long the employee is expected to undertake the higher duties. The allowance will be paid retrospectively with effect from the day on which the employee is required to undertake the duties of the higher post.
- (iv) In cases where there is a health and safety requirement or an environmental reason for an employee to assume higher duties from day one, the allowance will be paid after one full shift. This will apply, for example, where employees are outdoors on site and require to conduct supervision.
- (v) The responsibility payment will be kept under regular review by the service to ensure that it accurately reflects the higher duties being undertaken throughout the period involved.
- (vi) Incremental progression will be taken into account when calculating such allowances where the employee is undertaking 100% of the duties of the higher graded post.
- (vii) Overtime worked by employees undertaking 100% of the duties and responsibilities of the higher graded post shall be calculated including responsibility allowance.

11. Working Time Regulations

11.1 Dunbartonshire and Argyll & Bute Valuation Joint Board will comply with the Working Time Regulations 1998 in relation to in-work rest breaks and daily and weekly rest periods.

- (i) Daily Rest Period - there will be a daily rest period of at least 11 consecutive hours in each 24 hour period (12 hours for young workers under the age of 18).
- (ii) Weekly Rest Period - there will be a weekly uninterrupted rest period of not less than 24 hours (i.e. one whole day off a week), or two rest periods of 24 hours or a single rest period of 48 hours in each 14 day period.
- (iii) In-Work Rest Break - there will be an unpaid rest break of at least 20 minutes in work days of 6 hours or more duration, where the employee will be entitled to spend time away from their workstation (where they have one).

12. Employees Payment of Council Tax, Rent, etc

- 12.1 The Joint Board has a statutory duty to comply with the National Fraud Initiative (NFI) and ensure public funds are managed properly. Accordingly, the Board, in partnership with its constituent Councils, will use information held on employees to ensure all sums due to the relevant Council are paid timeously e.g. by identifying persons who are non-payers of Council Tax. The information may also be used to prevent and detect fraud. It is also possible that this information may be shared with other Local Authorities or public bodies, which handle public funds. The use of data for NFI purposes will be strictly controlled to ensure compliance with data protection and human rights legislation.
- 12.2 Employees have a duty to make any payment due to the constituent Councils in good time. Regular checks will be made by the Councils to ensure that employees are not in arrears with payments such as Council Tax, rent or for any work undertaken by a constituent Council's service.

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

PART 4

Appendices

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

DABVJB Grades –effective date 1/4/2010

Appendix 1

GRADE	JE POINTS		New SJC scp	Hourly rate 1.04.10	Annual salary 01.04.10
	minimum	maximum			
12	623	685	112	32.24	58831
			110	31.29	57105
			108	30.40	55470
			106	29.49	53817
11	567	622	104	28.61	52219
			102	27.77	50676
			100	26.95	49188
			98	26.17	47756
10	515	566	96	25.41	46378
			94	26.68	45037
			92	23.94	43697
			90	23.24	42411
9	469	514	88	22.57	41180
			86	21.89	39950
			84	21.27	38811
			82	20.61	37617
8	426	468	80	20.03	36552
			78	19.45	35486
			76	18.85	34403
			74	18.32	33429
7	399	425	72	17.77	32437
			70	17.26	31500
			68	16.75	30564
			66	16.25	29664
6	352	398	62	15.30	27919
			60	14.87	27129
			58	14.43	26339
			56	14.01	25568
5	320	351	48	12.44	22702
			46	12.07	22023
			44	11.71	21362
			42	11.36	20737
4	291	319	38	10.73	19580
			36	10.40	18974
			34	10.10	18423
			32	9.77	17835
3	263	290	28	9.23	16843
			26	8.96	16347
			24	8.70	15870
			22	8.44	15410
2	241	262	20	8.19	14951
			18	7.94	14492
			16	7.73	14106
			14	7.49	13666
1	218	240	12	7.29	13298
			10	7.07	12894
			8	6.85	12508
			6	6.65	12141

Allowance Payments**Appendix 2**

<i>Allowance</i>		<i>Payments</i>
Core Working Hours	7am to 9pm Monday to Sunday	
Meal Break	30 minutes in work days of 6 hours or more duration	Unpaid
Overtime Rates	Under 35 hours Over 35 hours Over 48 hours & Public Holidays	Paid at plain time Paid at time and half Paid at double time
Call Out		£17.74 (one payment per 2 hour period)
First Aid Allowance		£356 pa

Note: All Allowances correct as at 1 April 2010.

Payroll Allowance HED Codes

Appendix 3

Allowance	Reason	Payroll HED Code	Pay Slip Notice
Working Week:	Service hours between 7 a.m. and 9 p.m. Monday to Sunday. Standard working week of 35 hours.		
Overtime Rates:	Additional Basic/Overtime Plain Time. Over 35 hours paid at time and a half. Over 48 hours paid at double time. Overtime on Public Holidays paid at double time.	HED 012	HED 003 – TIME & A HALF HED 015 – DOUBLE TIME
Call Out Payments:	Call Out	HED 316 – C’out/NotStn-By	
Responsibility Allowance:	Individual will be paid Acting Up for the rate of job or % thereof from day 1.	HED 338	
Public Holiday Allowance:	<u>Normal working attendance</u> Normal pay plus plain time	HED 035 – SINGLE TIME	
Pay Protection:	3 Years Pay Protection on a cash conserved basis.	HED 362 – PRESERVATION	
Employees will have entitlement to one enhancement only.	Employees cannot receive an enhancement on an already enhanced rate.		

Annual Leave Entitlement

Appendix 4

For service of less than 1 year or employees leaving the service during the year, the entitlement will be calculated on a pro-rata basis using the table.

ANNUAL LEAVE ENTITLEMENT											
Completed* Months of Continuous Service in Current leave year	20 days	21 days	22 days	23 days	24 days	25 days	26 days	27 days	28 days	29 days	30 days
1	2	2	2	2	2	2	2	2	2	2	3
2	3	4	4	4	4	4	4	4	5	5	5
3	5	5	6	6	6	6	6	7	7	7	8
4	7	7	7	8	8	8	9	9	9	10	10
5	8	9	9	10	10	10	11	11	12	12	13
6	10	11	11	12	12	13	13	14	14	15	15
7	12	12	13	13	14	15	15	16	16	17	18
8	13	14	15	15	16	17	17	18	19	19	20
9	15	16	17	17	18	19	20	20	21	22	23
10	17	18	18	19	20	21	22	23	23	24	25
11	18	19	20	21	22	23	24	25	26	27	28

*A “complete month” means the period between a date in one month and the immediately preceding date in the following month (e.g. 15th February to 14th March inclusive).

Signed for and on behalf of Dunbartonshire & Argyll Valuation Joint Board:

Signature: _____

Designation: _____

Date: _____

Signed on behalf of UNISON Scotland:

Signature: _____

Designation: _____

Date: _____

This is Appendix 3 to the Collective Agreement on Pay and Grading Structure & Terms and Conditions employment between Dunbartonshire & Argyll & Bute valuation Joint Board and UNISON Scotland

Dunbartonshire & Argyll Valuation Joint Board



*Dunbartonshire and Argyll & Bute
Valuation Joint Board*

JOB EVALUATION APPEALS PROCEDURE

November 2010

CONTENTS

- | | | |
|--|---|--|
| | <ol style="list-style-type: none">1. Introduction2. Grounds of Appeal3. Constitution of The Appeals Panel4. The Appeals Process5. Timescales6. The Operation of the Appeals Panel7. The Conduct of The Panel8. Notification of Results | |
|--|---|--|

DUNBARTONSHIRE & ARGYLL VALUATION JOINT BOARD JOB EVALUATION APPEALS PROCEDURE

1. Introduction

1.1 In accordance with the Advisory, Conciliation and Arbitration Service (ACAS) Code of Practice, employees will have an individual right of appeal against the outcome of the evaluation of their job under the Scottish Councils' Job Evaluation Scheme. The Code states that:

“a procedure should be established before publication of the initial results, and that appeals should be:

- received and heard within an agreed time-scale
- dealt with separately and not under the organisation's normal grievance procedure
- heard on the basis of the agreed job documentation
- based on the agreed job evaluation factor plan; and that
- appeals may be considered in the first instance by the original job evaluation committee.”

1.2 This procedure applies to appeals against the initial evaluation of jobs as a result of the local implementation of the Scottish Councils' Job Evaluation Scheme within Dunbartonshire & Argyll Valuation Joint Board (VJB). A separate procedure will be established to deal with requests for re-evaluation or re-grading on an on-going basis.

1.3 As Elected members will be responsible for maintaining a strategic oversight of the implementation of the Scheme within the VJB it would not therefore be appropriate for them to be involved in the technical work of the job evaluation appeals process. All those involved in hearing appeals arising from the application of the Job Evaluation Scheme must receive appropriate training.

1.4 The purpose of the initial appeal process is to:

- ensure the proper application of the factors of the Scheme to individual jobs; and
- to maintain the integrity of the Scheme, and its application, as a whole.

1.5 The Appeals Panel will specifically address appeals arising out of the application of the Job Evaluation Scheme, which will be separate from all other grievance or appeal processes.

2. Grounds of Appeal

2.1 Appeals will be **admissible** where based on the following grounds:

- factual inaccuracy in either the inputs or the outputs of the evaluation process
- failure to apply the agreed local job evaluation procedure
- Misapplication of the factor definitions, levels and guidance of the Scottish Councils' Single Status Job Evaluation Scheme.

2.2 Appeals submitted under these grounds will be determined by the local Appeals Panel, with no further right of appeal.

2.3 Appeals on the grounds of comparability with other jobs (either within the VJB, other Councils or nationally), or appeals seeking to restore previous differentials will be **inadmissible**.

3. Constitution of the Appeals Panel

3.1 The Appeals Panel shall consist of 3 members. All members of the Panel will be required to attend specific training on both the application of the Scheme and the operation of the computerised job evaluation system, before considering any cases.

4. The Appeals Process

4.1 A diagram providing an overview of the whole appeals process is attached as Annex I.

4.2 Individual appeals should be submitted on a standard pro forma (copy attached as Annex ii) which identifies:

- the grounds of appeal
- the factor levels being appealed against
- the appellant's case under each of the relevant factor headings
- The views of the relevant line manager, and/or the next line of management as appropriate, in relation to the **factual** content of the job and the **accuracy** of the appellant's case.

4.3 Appellants may attach supporting documentation in respect of their case. To assist in preparation of their case appellants should be provided with copies of:

- the agreed local appeal procedure
- job overview document, or other documentation which was used in the evaluation process;
- the factor levels assessed for their job under each of the factor headings; and
- Appellants should have access to the definitions and guidance notes of the Scottish Councils' Single Status Job Evaluation Scheme.

- 4.4 Appellants should be informed that they may seek the assistance of their Trades Union representative in the preparation and presentation of their appeal case.
- 4.5 The Appeals Panel will be provided with any relevant background documents by the WDC job evaluation Project Team.

5. Timescales

- 5.1 Appeals must be lodged between Wednesday 8 December 2010 and Friday 21 January 2011. Receipt of appeals will be acknowledged in writing within 10 working days.
- 5.2 Appeal outcomes will not be notified to any individual or group of employees until the conclusion of the Appeals Process.

6. The Operation of the Appeals Panel

- 6.1 Appeals may be determined solely on the basis of the written submission. However, appellants may make representations to the Appeals Panel in person, if they so choose.
- 6.2 All written appeal submissions will be given initial consideration by the Panel, without the presence of the appellant or their line manager, in order to:
- determine whether there are admissible grounds for the appeal
 - identify any appeals requiring investigation or further information
 - identify any non job evaluation issues outwith the remit of the Panel, for referral back to the Assessor
- 6.3 Individual appellants will be informed of the outcome of this process, and notified of the date set for their hearing, if appropriate. Appellants may be accompanied to the hearing by a colleague or their Trades Union representative, if they so choose. The appellant's immediate line manager, or next line of management, will also be required to attend the hearing, as appropriate.

7. The Conduct of the Panel

- 7.1 The hearing and the deliberations of the Panel will be chaired by the nominated Chairperson, and will be supported by a member of the WDC Job Analyst Team in an advisory capacity.
- 7.2 The Panel Chair will:

- introduce the members of the Panel to the appellant, their representative, and line manager
 - ensure those attending understand the procedure which is to be followed during the hearing
 - ensure time limits are adhered to
 - close the hearing and ensure the appellant understands how and when they will be notified of the result
 - Refer any matters arising outwith the remit of the Panel to the Assessor via the Panel Adviser.
- 7.3 The appellant, or their Trades Union representative, will have 10 minutes to present their case, after which they may be questioned by members of the Panel for no more than a further 10 minutes. The Panel Chair should remind appellants, and their representatives, that the Panel members will have read the written submission in advance, and advise appellants to use their allocated time to emphasise key points in their case.
- 7.4 The line manager may also be questioned by members of the Panel, and asked to confirm the accuracy of information provided by the appellant in response to the Panel's questions. The appellant, or their representative, will then be provided with an opportunity to briefly summarise the key points of their case, no new evidence should be brought forward at this time. The parties will then be asked to withdraw to allow the Panel to deliberate in private.
- 7.5 Having considered the written submission and heard the evidence of the appellant and the line manager, the Panel deliberate as to whether the appellant's case:
- was well founded in fact and supported by agreed evidence
 - was not well founded.
- 7.6 Where the Panel consider there to be no admissible grounds of appeal, the appeal is rejected and the appellant will have no further opportunity to make representations to the Job Evaluation Appeals Panel.
- 7.7 Where the Panel consider the case to be well founded in fact, the agreed supporting evidence presented by the appellant may be entered into the computerised job evaluation system where appropriate, with the assistance of a member of the Job Analyst Team; **OR** referred to the Job Analyst Team for review in the context of the whole evaluation of the full job facts.
- 7.8 Where there is a disagreement between the appellant and the appropriate line manager in relation to a matter of accuracy, the facts will need to be verified with the line manager's manager, as appropriate, before the Panel can complete their deliberations. This responsibility will form part of the remit of the Panel Adviser.

7.9 Panels will operate on the basis of discussion and consensus agreement, and may seek additional information to assist them in reaching a decision. If necessary, the Panel will re-convene (without the attendance of the appellant, their representative or line manager) to deliberate on cases once clarifying information has been provided by the job evaluation Project Team. There will be no voting. If the Panel 'fail to agree' the initial assessment of the job stands.

8. Notification of Results

8.1 The Appeals Panel may reject the appellant's case, or uphold their case in full or in part.

8.2 The outcomes of all appeal results will be reviewed to ensure that members of the Appeals Panel have applied the Scheme consistently and that there are no anomalous results. Inconsistent and anomalous results should be referred back to the Appeals Panel.

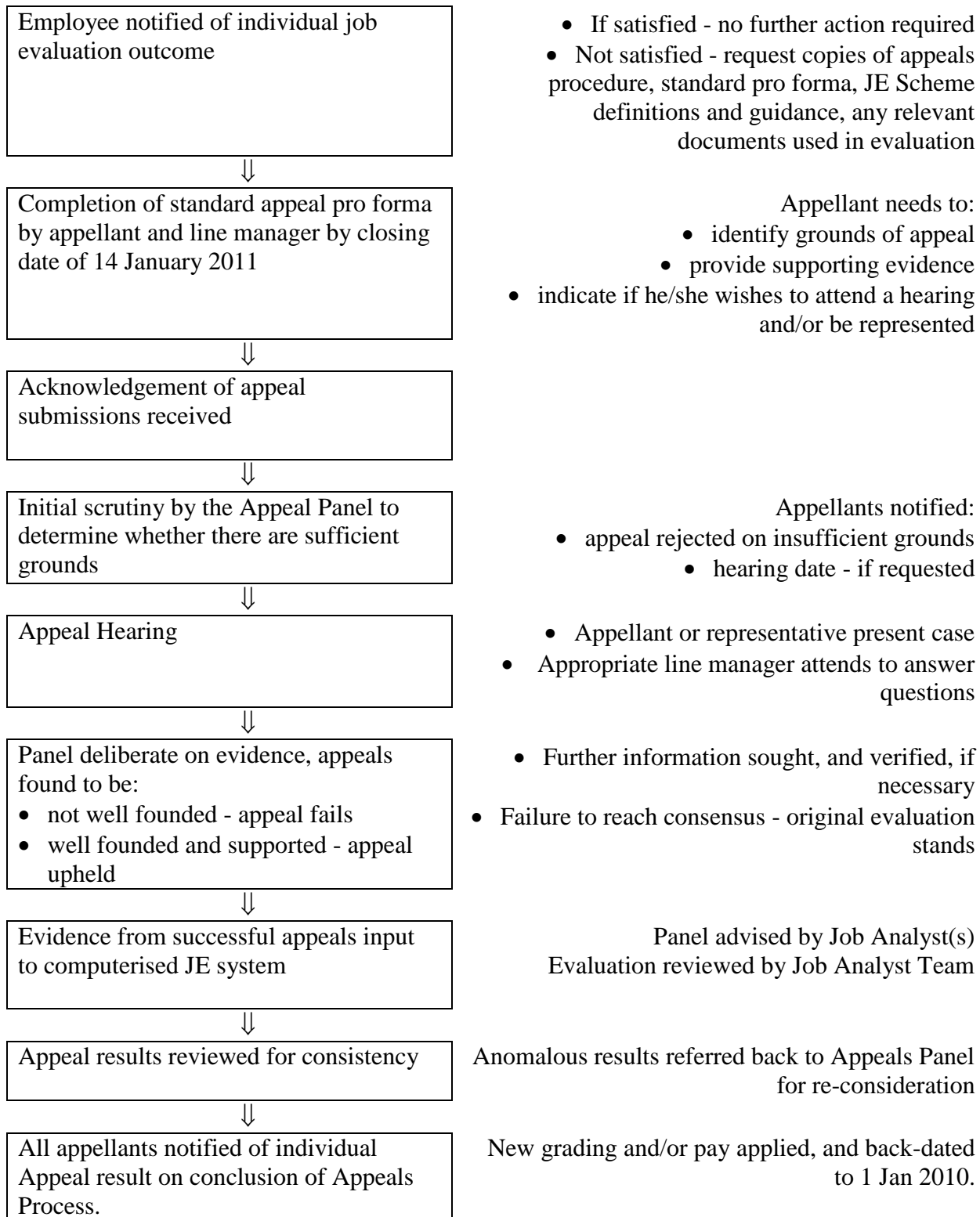
8.3 All appellants will be notified of their individual result by standard letter, including details of any revisions to their factor levels, job overview, and where appropriate, any resultant change in grading and associated pay on conclusion of the Appeals Process.

8.4 The effective date of any increase in grading and pay as a result of an appeal against the initial assimilation of a job to new structures will be 1 January 2010.

OVERVIEW OF THE MODEL APPEALS PROCESS – Annex i

STEPS IN THE PROCESS

ACTION REQUIRED



Signed for and on behalf of Dunbartonshire & Argyll Valuation Joint Board:

Signature: _____

Designation: _____

Date: _____

Signed on behalf of UNISON Scotland:

Signature: _____

Designation: _____

Date: _____

This is Appendix 4 to the Collective Agreement on Pay and Grading Structure & Terms and Conditions employment between Dunbartonshire & Argyll & Bute valuation Joint Board and UNISON Scotland

Assimilation and Salary Protection

1. Salary Protection

1.1 Introduction

The implementation of the Scottish Councils' Job Evaluation scheme within Dunbartonshire & Argyll & Bute Valuation Joint Board (VJB) will necessitate moving staff from their present salaries to the new pay structure.

As part of these arrangements where evaluation outcomes result in assimilation to a new pay grade, the top point of which is higher than current contractual salary, the individual will continue to receive their current contractual earnings for a period of three years from 1/4/2010 or until their new contractual salary reaches the previous level of contractual earnings. After a period of 3 years i.e. with effect from 1/4/2103 an employees pay will be reduced to the highest point on the new pay grade appropriate for the post as graded through job evaluation.

All previous arrangements relating to pay protection will be superseded by the above unless specifically outlined.

1.2 Dealing with Assimilation

There are three possible scenarios that will occur and these are outlined below

- A. Current pay matches pay for grade (i.e. current contractual salary falls between bottom and top point of new grade)
 - The individual will be assimilated at the point on the new pay grade equal or immediately above their current pay. This is commonly referred to as 'white circling'
- B. Current pay is lower than pay for grade (i.e. current contractual salary is less than bottom point of new grade)
 - The individual is moved to the bottom point of the new grade. This is commonly known as 'green circling'
- C. Current pay is higher than pay for grade (i.e. current contractual salary is higher than top point of new grade)
 - The individual continues at their current contacted pay level on a protected basis for a maximum period of three years until 31/3/2013 after which time pay

will be reduced to the highest point on the pay grade appropriate to the post as graded following job evaluation.

1.3 Pensions

It is important that any downward re grading does not impact on an individual's pension and Strathclyde Pension Fund rules on calculation of final pay has policies that cover this eventuality.

- If for any reason (other than sickness) the employee's pay goes down in the year before retiring, the better of the previous two years pay can be used as the final pay figure.
- If an employee's pay has been reduced or the rate at which it may be increased has been restricted through circumstances outwith their control within the last 10 years and at the time the employee received a Certificate of Material Change from the employer stating this, then the final pay would be the best year's pay in the last five years or the best consecutive three year average in the last 13 years.

Signed for and on behalf of Dunbartonshire & Argyll Valuation Joint Board:

Signature: _____

Designation: _____

Date: _____

Signed on behalf of UNISON Scotland:

Signature: _____

Designation: _____

Date: _____