

From: [Foi Enquiries](#)
To: [REDACTED]
Subject: FOI-17-1137 - Permanent Contract Template
Date: 30 August 2017 13:43:25
Attachments: [Further Information - Right to Review & Appeal.pdf](#)
[FOI-17-1137 - Draft Permanent Contract.pdf](#)
[FOI-17-1137 - Optional Paragraphs V13_14_7_17.pdf](#)
[FOI-17-1137 - Appendix A Political Restriction V5.pdf](#)

Dear [REDACTED],

Thank you for your information request of 7 August 2017. Aberdeen City Council (ACC) has completed the necessary search for the information requested.

Can you please provide me with a copy of your permanent contract template with any inclusion of the written statement of particulars and any supporting documentation referred to within the contract.

Please see attached.

We hope this helps with your request.

Yours sincerely,

Grant Webster
Information Compliance Officer

INFORMATION ABOUT THE HANDLING OF YOUR REQUEST

ACC handled your request for information in accordance with the provisions of the Freedom of Information (Scotland) Act 2002. Please refer to the attached PDF for more information about your rights under FOISA.

Information Compliance Team
Customer Service
Corporate Governance
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Marischal College
Broad Street
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*03000 numbers are free to call if you have 'free minutes' included in your mobile call plan.
Calls from BT landlines will be charged at the local call rate of 10.24p per minute (the same as 01224s).

www.aberdeencity.gov.uk

CONTRACTUAL STATEMENT OF TERMS & CONDITIONS OF EMPLOYMENT

This contractual statement sets out your terms and conditions of employment and the written particulars of your employment as required by the 'Employment Rights Act 1996' with effect from **<start date>**.

NAME OF EMPLOYEE

FullName

AddressLine1

AddressLine2

AddressLine3

Town

Postcode

Employee Number-Contract Number

NAME OF EMPLOYER

Aberdeen City Council

Town House

Broad Street

Aberdeen

AB10 1FY

Referred to elsewhere in this document as "the Council"

INCORPORATION PROVISIONS

These terms and conditions of employment are in accordance with collective agreements negotiated from time to time by the Scottish Joint Council for Local Government Employees set out in the Scheme of Conditions of Service (commonly known as the Red Book). Furthermore, all and any future collective agreements by the Scottish Joint Council for Local Government Employees and any successor ('national collective agreements'), and all and any future collective agreements between the Council and the recognised trade unions ('local collective agreements'), are hereby incorporated into your contract of employment, except where local agreements are deemed to be more beneficial.

JOB TITLE

<Job Title>

Your outcomes are as detailed in your Job Profile and your Manager will detail the current role and responsibilities of your individual job as part of your induction.

As part of the Council's commitment to continuous improvement and customer focus in the delivery of its Services, all jobs will be subject to periodic review and updating, where necessary.

PLACE OF WORK

Your normal place of work or recognised base for employment will be <Location>. Aberdeen City Council may require you to carry out your duties on a temporary or permanent basis at any other council establishment or location within Aberdeen City as the needs of the business reasonably require.

EMPLOYMENT STATUS

This is a permanent appointment within the Council.

To comply with legal requirements, we can only offer employment whilst you are eligible to work within the UK. As such, your employment with us will automatically end, and the terms set out in this written statement cease to apply should your right to work within the UK expire. Under no circumstances will the contract give a right to work in breach of any immigration requirements.

HOURS OF WORK

SECTION 4 - OPTIONAL PARAGRAPHS

WORKING ARRANGEMENTS

Section n/a for Chief Off

SECTION 5 - OPTIONAL PARAGRAPHS

WORKING WEEK

Section n/a to Chief Officials

SECTION 6 - OPTIONAL PARAGRAPHS

PAY AND GRADE

SECTION 7.1 - OPTIONAL PARAGRAPHS

Call-out and Stand-by Payment Rates

SECTION 7.2 - OPTIONAL PARAGRAPHS

Pay Method

You are paid calendar monthly, in twelve equal payments and your salary will be paid by direct credit transfer to your nominated bank or building society account.

SECTION 7.3 - OPTIONAL PARAGRAPHS

In the unusual event of an overpayment being made, the Council reserves the right to recoup from you in a reasonable manner, the amount overpaid. Should you be aware that such overpayment has been made, you have an obligation to inform Payroll at the earliest opportunity.

Pension

SECTION 7.4 - OPTIONAL PARAGRAPHS

SICKNESS PAY ALLOWANCES AND REPORTING

If you are unable to attend work due to sickness, you (or someone on your behalf) must report your absence to your Manager (or other nominated officer) at the earliest opportunity - normally within an hour of your usual start time.

Should you fail to comply with the sickness reporting and certification procedures, your eligibility to receive either statutory or occupational sick pay will cease and any such payment will not be made.

SECTION 8 - OPTIONAL PARAGRAPHS

Full allowance will be an amount which when added to Statutory Sick Pay and Government Benefit will be equal to your normal earnings.

Half allowance will be an amount equal to half your normal earnings, plus Statutory Sick Pay and Government Benefit, so long as the total sum does not exceed your normal earnings.

If you have less than the minimum length of service noted above, you will not be entitled to receive sickness allowance but you may be eligible to receive Statutory Sick Pay.

The Council reserves the right to require any employee to make themselves available for assessment by the Council's Occupational Health provider in relation to sickness; attendance; work-performance or other work-related reason. Failure to attend a pre-arranged and notified appointment without suitable reason/explanation may be dealt with under the Council's disciplinary procedure.

EMPLOYMENT SERVICE

SECTION 9 - OPTIONAL PARAGRAPHS

HOLIDAYS

Annual leave

SECTION 10.1 - OPTIONAL PARAGRAPHS

All continuous previous service with an Organisation covered by 'The Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999' (which covers local authorities and related bodies) will be included in calculating your annual leave entitlement. You will be paid at your full basic rate for all authorised absence on annual leave including public/local holidays.

Recognised Public Holidays

SECTION 10.2 - OPTIONAL PARAGRAPHS

CAR USER SCHEME

The Council operates a Car User Scheme and reserves the right to vary this scheme from time to time.

An employee who has been given approval to use their private car for work purposes will have car mileage reimbursed in accordance with the schedule of rates determined by HM Revenue & Customs.

NOTICE

By the Council

If the Council decides to terminate your employment, other than on grounds of gross misconduct, your appointment is terminable in writing by the Council, on the expiry of the minimum period of notice as **SECTION 11.1 - OPTIONAL PARAGRAPHS**

The Council reserves the discretion to give pay in lieu of notice in exceptional circumstances.

By You

SECTION 11.2 - OPTIONAL PARAGRAPHS

HEALTH AND SAFETY

As your employer, the Council has a 'duty of care' to ensure, as far as possible, your health, safety and welfare while you are at work including providing information, training and supervision as necessary. It is the duty and responsibility of each employee to be familiar with, and to comply with, the Council's health and safety policies and procedures. Under the Health and Safety at Work Act 1974 you are responsible for taking care of yourself and other persons who may be affected by your acts or omissions at work.

DRIVING DUTIES

If you undertake driving during the course of your duties, it is a condition of your contract of employment that you notify Aberdeen City Council of any medical condition or disability which may affect your ability to drive safely. A list of conditions that may affect your driving is provided on the DVLA website (<https://www.gov.uk/health-conditions-and-driving>). If you have or develop any of these conditions then you must notify your Line Manager immediately.

The list on the DVLA website is not exhaustive and any condition or disability which may affect your ability to drive safely must be notified to Aberdeen City Council, if you undertake driving during the course of your duties. Failure to disclose any relevant condition or disability may be treated as gross misconduct.

SECTION 12 - OPTIONAL PARAGRAPHS

PROTECTIVE EQUIPMENT, CLOTHING AND FOOTWEAR

It is a condition of your employment that you will at all times wear such protective equipment, clothing and footwear as is issued to you. Failure to do so will render you liable to disciplinary action. All protective equipment, clothing and footwear provided are the property of the Council and are issued to you for the duration of your employment only.

Should the property become damaged, lost or stolen you must report this to your Manager without delay. Should you leave your employment you will be required to return all items provided to you by the Council or alternatively to repay the residual value.

OUTSIDE OFFICE OR EMPLOYMENT

You must not accept outside office or any other employment without completing a Standing Order 50 which will be countersigned by your Manager.

In accordance with Standing Order 50 you shall not, without the prior authority of the Council, engage in any other form of remunerative employment or undertake any duties which may conflict in any other way with your duties and responsibilities.

You must not undertake work that will entail actual or potential conflict of interest with your position and role within the Council. Where there is any doubt as to "interest" please seek the advice of your Manager.

You are not permitted to use the equipment or resources of the Council in any outside employment, or for the benefit of any voluntary or charitable organisation without the prior approval of your Director.

CODES OF CONDUCT, STANDING ORDERS AND FINANCIAL REGULATIONS

As your employer, the Council has a 'duty of care' to ensure, as far as possible, your health, safety and welfare while you are at work. This is a key priority for the organisation and is reflected in the policies which form part of your local conditions of service; these can be referred to on the HR Homepage of the Zone. Equally, the public expects a high standard of conduct from everyone employed in Local Government. The Council has rules and regulations to ensure these standards are adhered to. These include the Council's financial regulations, standing orders, codes of conduct (e.g. ICT acceptable use policy, smoking policy and health and safety requirements) all of which are available to read on the Zone or from your Manager. This does not represent an exhaustive list but is indicative of the type of organisational rules that exist.

You are required to comply with the organisational rules of the Council and it is your responsibility to understand how these relate to your job. If you are unsure in any way of your obligations you should check and discuss matters with your Manager **before** taking any decision.

The following paragraphs include reference to the Council's policies on professional registration, Disclosure Scotland checking and arrest or conviction of offence. Where these are applicable to an employee, and the employee does not comply with these requirements, their case will be dealt with under the Council's disciplinary provisions.

GRIEVANCE AND DISCIPLINE

SECTION 13 - OPTIONAL PARAGRAPHS

CONFIDENTIALITY OF INFORMATION

Local Government (Access to Information) Act 1985

Employees will, from time to time, have access to information which is confidential to the Council. This should not therefore be disclosed to anyone outside the employment of the Council or in certain cases to anyone outside the Service unless the information to which the public are entitled to have access by virtue of the Local Government (Access to Information) Act 1985. Examples of such confidential information include the contents of tenders for the supply of equipment or the execution of works, matters discussed by the Council or its Committees where these have been taken in private session, personal information etc.

An employee, who discloses such information without express permission to do so, or without an obligation to do so by virtue of the above-mentioned Act, shall be subject to disciplinary action. Where there is any doubt over whether information is of a confidential nature, you should seek the advice of your Manager.

Data Protection Act 1998

This Act gives employees rights to access their personal data, and obligations to process data in accordance with the Act. Employees can be criminally liable if they knowingly or recklessly disclose personal data without consent.

The Council has produced detailed policies, guidelines and procedures for processing personal data, which must be adhered to. If you handle or have access to personal data, your Information Management Liaison Officer (IMLO) will advise you on these policies, guidelines and procedures, with which you should familiarise yourself. Failure to follow these may result in disciplinary proceedings and/or legal action if unlawful disclosure is made.

The Council will process and share personal and sensitive information about you in accordance with any legal requirement and for the purposes of administering and managing its responsibilities as your employer throughout your employment. In doing so, the Council will adhere to its own policies and procedures and the principles of the Data Protection Act 1998. For further information on Data Protection, please see the Data Protection page on the Zone, or alternatively speak with your Information Management Liaison Officer.

General

During your employment, and after it ends, you will not divulge or communicate to any person, company, business entity or other organisation any confidential, technical or commercial information which you may obtain relating to the Council. This restriction will apply indefinitely after your employment ends; other than in relation to any information which is made public (unless by your unauthorised disclosure).

Any documents (including those held electronically) which you obtain or create during your employment belong to the Council. They must therefore be returned to the Council when your employment ends and at any other time if the Council requests.

Freedom of Information (Scotland) Act 2002 (FOISA 2002)

This Act provides the public with a general right of access to information, subject to certain exemptions, held by Scottish Public Authorities which include the Council.

Employees can be criminally liable if they alter, deface, block, erase, destroy or conceal existing information after receiving a request.

Employees who handle information relating to any Council activity must ensure that it is undertaken in accordance with the provisions of the above legal obligations. The Council has produced detailed policies, guidelines and procedures in relation to the above, with which you should familiarise yourself, and which must be adhered to. Failure to adhere to these Acts may result in disciplinary proceedings and/or legal action if unlawful actions are undertaken.

Public Interest Disclosure Act 1998

Your rights and obligations under this Act are explained within the Whistleblowing procedure which is available on The Zone under AskHR with further information available from the HR Service Centre.

DEDUCTIONS FROM PAY

As the Council is a body substantially financed by local taxation, it takes seriously the responsibility of its citizens to pay Council Tax liabilities. You are therefore notified that should you now be, or in the future become, in arrears with Council Tax liabilities or any replacement local government financing system determined by the Government to summary warrant stage, the Council will co-operate with the Sheriff Officer in the arrestment of wages.

If you hold a tenancy agreement with the Council, you have an obligation to pay rent under the terms of that agreement. As the Council is your landlord as well as your employer, it is incumbent on you to retain the trust and confidence in the employment relationship by paying your rent when it is due and not to fall into arrears. Should you find yourself in rent arrears and Court proceedings are instigated, the Council will co-operate with Collection agents to recover the debt in terms of legislation. This may lead to arrestment of your wages or eviction proceedings being taken against you.

The Council may deduct from your pay and other remuneration any amounts that you owe to the Council, for example any loans, advances, repayable expenses, excess holiday pay, overpayment of salary or allowances, pension contributions, employee benefits liabilities or other benefits to you or direct loss caused to the Council by any breach of any of your contractual terms. This does not affect the Council's rights to recover any amounts you owe it in any other way.

PROFESSIONAL REGISTRATION

It may be a condition of your employment in this post that you are, and continue to be, registered with a registered body **as identified in the Job Profile for your post**. Should professional registration be an essential requirement of the job and your registration lapse or be withdrawn, you are required to inform Aberdeen City Council at the earliest opportunity.

POLITICALLY RESTRICTED POSTS

SECTION 14 - OPTIONAL PARAGRAPHS

DISCLOSURE SCOTLAND CHECKING

If the position you hold requires you to be a member of the PVG Scheme and if, for any reason, your membership is brought into question or withdrawn the Council will investigate and disciplinary action may follow. Similarly, if you occupy a post that is subject to a Standard or Basic Disclosure the Council will from time to time carry out retrospective checks. If the retrospective check contains information that calls into question your suitability to undertake your post the Council will investigate and disciplinary action may follow.

SAFEGUARDING CITIZENS

All employees are required to understand and comply with the Council's policies on safeguarding citizens, for example the Child Protection Policy.

As an employee of the Council, it is your obligation to bring to the attention of management any examples or concerns over poor practice by other employees towards citizens e.g. financial, emotional, physical, sexual abuse, issues of child protection etc.

ARREST OR CONVICTION OF AN OFFENCE

If you are arrested, charged, have a pending court case or are convicted of a criminal offence while employed by Aberdeen City Council you must inform your Head of Service or Director. You must do this in writing immediately and certainly within one week of the arrest, charge, conviction or offence setting out the details. You should also mark your letter confidential. If your work involves driving, or carrying service users as a passenger in a vehicle you operate, then you must also inform your Service if you are convicted of an offence that results in penalty points on your driving licence.

EQUAL OPPORTUNITIES

The Council is working towards the achievement of equality of opportunity for all employees and citizens of the community by providing a positive and accessible environment free from prejudice and unlawful discrimination and in which the needs and rights of all individuals are valued.

The Council has a number of employment policies in place to promote a working environment that is free from unlawful discrimination and encourages a culture which recognises and embraces diversity.

DECLARATION BY EMPLOYEE

Employee number-Contract number

FullName <Job Title>

The Council reserves the right to add to or to vary the foregoing terms and conditions of appointment and service but shall not thereby prejudice the status of the post holder, his/her salary, or his/her rights under the Superannuation Act and Regulations thereunder.

“I have read and understood the foregoing terms and conditions contained within this document, which I accept.”

SECTION 15 - OPTIONAL PARAGRAPHS

Signature:

Date:

Statement of Particulars – Paragraphs for insertion into Contractual Statement of Terms and Conditions

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
1.0	INCORPORATING PROVISIONS		
1.1	<p>These terms and conditions of employment are in accordance with collective agreements negotiated from time to time by the Scottish Joint Council for Local Government Employees set out in the Scheme of Conditions of Service (commonly known as the Red Book). Furthermore, all and any future collective agreements by the Scottish Joint Council for Local Government Employees and any successor ('national collective agreements'), and all and any future collective agreements between the Council and the recognised trade unions ('local collective agreements'), are hereby incorporated into your contract of employment, except where local agreements are deemed to be more beneficial.</p>	EP&M	Local Gov
1.2	<p>These terms and conditions of employment are in accordance with the Scheme of Salaries and Conditions of Service for Teaching Staff in School Education as amended by the agreement reached following recommendations made in the McCrone report “A Teaching Profession for the 21st Century” and the McCormac report “Advancing Professionalism in Teaching” by the Scottish Joint Negotiating Committee for Teachers as adopted by the Council, and subject to certain modifications locally negotiated and agreed with representatives of Teachers’ Unions.</p> <p>From time to time variations in your conditions of employment will result from negotiations and agreement with the recognised trade union(s) by way of local collective agreements, and these will be separately notified to you or otherwise incorporated in the documents to which you have reference. The Council undertakes to ensure that future changes in these terms will be entered in these documents, or otherwise recorded for you to refer to, within 28 days of the change.</p>	SNCT Conditions	SNCT

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
1.3	<p>These terms and conditions of your employment are in accordance with the local collective agreement negotiated with the Council's recognised trade unions. These local terms and conditions are those that have been determined as those that will apply to all Craft Operatives employed by Aberdeen City Council.</p> <p>For the sake of clarity these local terms and conditions replace and supersede any detailed agreements, working arrangement or custom and practice. Where this agreement is silent the provisions of the Scheme of Conditions determined by the Scottish Joint Negotiating Committee for Local Authority Services in respect of Craft Operatives will apply.</p>	Craft Operatives	Craft
1.4	<p>Your appointment is subject to any relevant provisions of the Local Government (Scotland) Act 2003 or such provisions, which may have been amended, and to the provisions of any other legislation.</p> <p>These terms and conditions of employment are in accordance with and subject to collective agreements negotiated from time to time by the Scottish Joint Negotiating Committee for Chief Officials of Local authorities, set out in the SJNC Scheme of Salaries and Conditions of Service for Chief Officials (the “Chief Officials Book”), as supplemented by local collective agreements reached with trade unions recognised by the Council. Copies of the Scheme of Salaries and Conditions of Service for Chief Officials and local agreements referred to above will be available for reference at the HR Service Centre.</p> <p>From time to time variations in your conditions of employment will result from negotiations and these will be separately notified to you or otherwise incorporated in the documents to which you have reference. The Council undertakes to ensure that future changes in these terms will be entered in these documents, or otherwise recorded for you to refer to, within 28 days of the</p>	Chief Officials	Chief Officials

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	change.		
2.0	JOB TITLE		
2.1	As part of the Council's commitment to continuous improvement and customer focus in the delivery of its Services, all jobs will be subject to periodic review and updating, where necessary.	EP&M Chief Officials Craft Operative	Local Gov Chief off Craft
2.2	Your main duties are outlined in the SNCT Handbook. Your Job Profile may be subject to periodic review and updating in line with any amendment to SNCT conditions.	SNCT Conditions	SNCT
3.0	EMPLOYMENT STATUS		
3.1	This is a permanent appointment within the Council.	Permanent Teaching – FT & Job Share	All Staff
3.2	<p>You are employed on an event related fixed term contract to <Fixed_Term_Reason>.</p> <p>This is a fixed term appointment within the Council which will terminate on <Fixed_Term_Date>.</p> <p>If the permanent employee for whom you are providing cover returns to this post prior to the termination date stated, your contract may end earlier. If this occurs, you will receive your contractual notice period.</p>	<p>Fixed Term Event</p> <p>Teaching – FT & Job Share</p>	All Staff

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>During your fixed term employment you will be eligible to apply for job vacancies restricted to internal candidates. However, you will not qualify for redeployment by virtue of your fixed term contract coming to an end.</p>		
3.3	<p>You are employed on a task related fixed term contract to <Fixed_Term_Reason>.</p> <p>This is a fixed term appointment within the Council which will terminate on <Fixed_Term_Date>.</p> <p>If the project or piece of work you are employed to undertake comes to an end prior to the termination date stated, your contract may end earlier. If this occurs, you will receive your contractual notice period.</p> <p>During your fixed term employment you will be eligible to apply for job vacancies restricted to internal candidates. However, you will not qualify for redeployment by virtue of your fixed term contract coming to an end.</p>	<p>Fixed Term Task</p> <p>Teaching – FT & JS</p>	All Staff
3.4	<p>As your appointment is to a job share position your employment is subject to the terms of the Council's Job Share Scheme for Teachers, a copy of which is available from the HR Service Centre.</p>	<p>Teachers – Job Share (in addition to 3.1, 3.2 or 3.3)</p>	<p>SNCT</p> <p>Teachers – Job Share (in addition to 3.1, 3.2 or 3.3)</p>
3.5	<p>The appointment is for the purpose of serving an Apprenticeship. The apprenticeship training is expected to last approximately 4 years. In accepting this appointment you agree that when the apprenticeship has been completed your contract of employment will be terminated.</p>	<p>Craft Operative - Apprentice</p>	<p>Craft & Local Gov Apprentices</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	Notwithstanding that this contract will expire on the completion of the apprenticeship training, the employer reserves the right to terminate your employment earlier in accordance with the normal provision specified later within this contract.		
3.6	<p>This is a fixed term appointment within the Council, which is linked to the successful completion of the task or event detailed below, unless terminated earlier in accordance with the normal notice provisions specified later in your contractual statement of terms and conditions of employment.</p> <p>The event for which the fixed term contract is offered is/are:</p> <p>CAREER PROGRESSION SCHEME: LEGAL TRAINEE</p> <p>This fixed term appointment terminates on DATE. The Council may, in certain circumstances, extend this period. The circumstances in which a fixed term appointment can be extended are at the discretion of the Council.</p> <p>It is a condition of your employment that you successfully achieve the Law Society of Scotland Professional Education and Training Stage 2 (PEAT2) outcomes, and undertake the required Trainee Continuing Professional Development (TCPD) within the timescales of the fixed term appointment.</p> <p>If there are concerns regarding the above mentioned criteria, a meeting will be held between you and your Line Manager to discuss specific issues and set future targets. If there is no improvement, you will require to meet with the Service Manager. Failure to meet the standard required may result in the fixed term contract being terminated.</p> <p>During the term of your fixed term appointment with the Council, you will be expected</p>	EP&M	<p>Local Gov</p> <p>Legal Trainee</p> <p>Added 15/12/16</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	to comply with the rules and standards of the Law Society of Scotland for Solicitors at all times. Failure to follow these standards will be addressed by application of the Council's policies for dealing with conduct and performance. Failure to comply with the rules and standards of the Law Society of Scotland for Solicitors may result in early termination of this contract.		
3.7	<p>This is a fixed term appointment within the Council, which is linked to the successful completion of the task or event detailed below, unless terminated earlier in accordance with the normal notice provisions specified later in your contractual statement of terms and conditions of employment.</p> <p>The event for which the fixed term contract is offered is/are:</p> <p>CAREER PROGRESSION SCHEME: TRAINEE ACCOUNTANT</p> <p>This fixed term appointment terminates on DATE. The Council may, in certain circumstances, extend this period. The circumstances in which a fixed term appointment can be extended are at the discretion of the Council. Such circumstances include, but are not limited to examination re-sits as detailed below.</p> <p>It is a condition of your employment that you successfully complete the Chartered Institute of Public Finance and Accountancy (CIPFA) examinations and the Initial Professional Development Scheme within the timescales of the fixed term appointment.</p>	EP&M	<p>Local Gov</p> <p>Trainee Accountant</p> <p>Added 15/12/16</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>If there are concerns regarding the above mentioned criteria, a meeting will be held between you and your Line Manager to discuss specific issues and set future targets. If there is no improvement, you will require to meet with the Service Manager. Failure to meet the standard required may result in the fixed term contract being terminated.</p> <p>Examinations re-sits may be permitted in certain circumstances and at the Council's discretion. The maximum number of re-sits will be one, unless in exceptional or extenuating circumstances. Whether or not such circumstances exist will be determined on a case by case basis. Failure in an examination will result in a meeting with the Service Manager. Where it is deemed that exceptional or extenuating circumstances have affected performance, you will be permitted to continue training. The costs of the initial examination and re-sit will be borne by the Council. If an examination is failed after the re-sit, your employment may be terminated and due notice given in accordance with the Council's policies for dealing with performance management.</p> <p>Upon successful completion of the above scheme you will become a permanent employee of the Council.</p> <p>During the term of your fixed term appointment with the Council, you will be expected to comply with the CIPFA Code of Conduct at all times. Failure to follow these standards will be addressed by application of the Council's policies for dealing with conduct and performance. Failure to comply with the CIPFA Code of Conduct may result in early termination of this contract.</p>		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
4.0	HOURS OF WORK		
4.1	Your normal hours of work are <Hours_Worked> per week.	EP&M Educational Psychologists, ESO, QIO, QIM (full time post 35 hours)	Local Gov SNCT - Educational Psychologists, ESO, QIO, QIM (full time post 35 hours)
4.2	Your normal hours of work are <Hours_Worked> per annum.	Annualised Hours	Local Gov & Craft - Annualised Hours
4.3	Your normal hours of work are <Hours_Worked> per week/fortnight.	Compressed Working	Local Gov & Craft - Compressed Working
4.4	Your normal hours of work are <Hours_Worked> per week Monday to Friday in accordance with the Agreement on the 35 hours Working Week outlined in the SNCT conditions.	Teachers Music Instructors	SNCT Teachers Music Instructors
4.5	Your normal hours of work are <Hours_Worked> per week. Contracted hours will be subject to review of service needs, on an annual basis.	Craft Operatives	Craft

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
4.6	It is expected that to undertake the job role you will work reasonable hours as required, but not less than a minimum of 37 hours per week.	Chief Officials	Chief Off
5.0	WORKING ARRANGEMENTS		
5.1	Your hours of work are to be carried out in accordance with the scheme of flexible working hours which allows you some discretion in your daily working pattern but must be within the requirements of the service determined by your Manager at all times. The Council reserves the right, at its sole discretion, to remove the flexi time scheme if it considers that there has been any abuse of the scheme by anyone.	Monday to Friday - Flexi Time	Local Gov & Craft SNCT *(Education Support Officers, QIO, QI Managers, all Educational Psychology) *Added 14/11/16 Monday to Friday - Flexi Time
5.2	The details of your work pattern will be supplied to you by the Manager of the service/establishment. The Council reserves the right, following a reasonable period of consultation, to change your hours of work and you will be notified of any changes.	Monday to Friday – Non Flexi	Local Gov & Craft Monday to Friday – Non Flexi
5.3	Your hours of work are to be worked in accordance with the scheme of annualised working hours and in agreement with your Manager. Your working pattern and times must be within the requirement of the service determined by your Manager.	Annualised Hours	Local Gov & Craft

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
			Annualised Hours
5.4	Your hours of work are to be carried out in line with the shift pattern in operation for the service/establishment to which you are allocated and may include early morning, evening, night and week-end work. The details of the shift rota and your working pattern will be supplied to you by the Manager of your service/establishment. The Council reserves the right, following a reasonable period of consultation, to change your shift pattern and you will be notified of any such changes.	Shift – to be defined	Local Gov & Craft Shift – to be defined
5.5	Your normal hours of work are worked over <Weeks_per_year> weeks per annum with <Holiday_Weeks> weeks annual leave. The detail of your working pattern will be supplied to you by your Manager. The Council reserves the right, following a reasonable period of consultation, to change these hours and working times in accordance with the requirements of the service and you will be notified of any such changes.	Part Year	Local Gov & Craft Part Year
5.6	Your normal hours of work are to be worked on a regular pattern agreed with your line manager in accordance with the scheme of compressed working hours. Any abuse of the compressed working scheme may lead to its removal and you working fixed hours determined by your Manager.	Compressed Working	Local Gov & Craft Compressed Working
5.7	Your normal hours of work are to be worked Monday to Friday in accordance with the Council's Teleworking scheme and in accordance with the requirements of the service determined by your Manager at all times. Any abuse of the Teleworking scheme may lead to its removal and you working fixed hours at a location for the service determined by your Manager.	Teleworking	Local Gov Teleworking

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
5.8	<p>Your hours of work are to be carried out in accordance with the SNCT Agreement and the local agreement on 'The 35 Hour Working Week for Teachers'.</p> <p>You have a contractual obligation to make yourself available for work each day, and you must follow the agreed school procedures and protocols for being off-site when you are not required in school.</p>	<p>Teachers</p> <p>Music Instructors</p>	<p>SNCT</p> <p>Teachers</p> <p>Music Instructors</p>
5.9	<p>Your hours of work are to be carried out in accordance with the scheme of flexible working hours which allows you some discretion in your daily working pattern but must be within the requirements of the service determined by your Manager at all times. The Council reserves the right, at its sole discretion, to remove the flexi time scheme if it considers that there has been any abuse of the scheme by anyone.</p> <p>To meet the demands of event delivery your hours of work will include non-core hours and may include early morning, evening, night and week-end work as required. The details of your working pattern will be supplied to you by the Manager of your service/establishment.</p>	EP&M - City Events Team only	Local Gov - - City Events Team only
5.10	<p>Your hours of work are to be carried out in accordance with the scheme of flexible working hours which allows you some discretion in your daily working pattern but must be within the requirements of the service determined by your Manager at all times. The Council reserves the right, at its sole discretion, to remove the flexi time scheme if it considers that there has been any abuse of the scheme by anyone.</p> <p>Your normal hours of work are worked over <Weeks_per_year> weeks per annum with <Holiday_Weeks> weeks annual leave. The detail of your working pattern will be supplied to you by your Manager. The Council reserves the right, following a reasonable period of consultation, to change these hours and working times in accordance with the requirements of the service and you will be notified of any such changes.</p>	Monday to Friday - Flexi Time	<p>Local Gov & Craft</p> <p>Part Year with Flexi Time</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
6.0	WORKING WEEK		
6.1	<p>The standard working week for a full-time employee is 37 hours per week. The standard working hours of the Council are between 0700 - 2000 hours Monday - Friday. Your actual hours of work and working arrangements are as detailed as above.</p> <p>All hours worked outwith the standard working hours during weekdays i.e. between 2000 - 0700 hours Monday - Friday shall be paid at time plus one third; except in the cases where this is classed as overtime - and you qualify for the enhanced rate - in which case the overtime rate will apply.</p> <p>All hours worked on Saturday and Sunday shall be paid at time plus forty percent; except in cases where this is classed as overtime - and you qualify for the enhanced rate - in which case the overtime rate will apply.</p> <p>Only one allowance will be payable in respect of any hours worked outwith standard working hours. Where you meet the qualification criteria for more than one allowance the higher rated allowance will apply.</p>	EP&M	Local Gov
6.2	The standard working week for full-time employee is 35 hours per week. The standard working hours of the Council are between 0700 - 2000 hours Monday - Friday. Your actual hours of work and working arrangements are as detailed as above.	Education Support Officers, QIO, QI Managers, all Educational Psychology	SNCT Education Support Officers, QIO, QI Managers, all Educational Psychology

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
6.3	<p>The 35 hours of the working week are divided into 3 parts, as detailed below:</p> <p>Core and Remaining Time for All Teachers</p> <p>Class contact 22.5 hours</p> <p>Preparation and correction 7.5 hours</p> <p>Remaining time 5.0 hours</p> <p>The remaining time will be allocated through collegiate discussion at school level.</p>	Teachers	<p>SNCT</p> <p>Teachers</p>
6.4	<p>The 35 hours of the working week are divided into 3 parts, as detailed below:</p> <p>Core and Remaining Time for All Music Instructors</p> <p>Pupil contact 27.5 hours</p> <p>Preparation and Correction 2.5 hours</p> <p>Remaining time 5.0 hours</p> <p>The remaining time will be allocated through collegiate discussion.</p>	Music Instructors	<p>SNCT</p> <p>Music Instructors</p>
6.5	You are engaged to work Rota 'A'(fixed hours Monday to Thursday 0800 - 1600 and Friday 0800 - 1530 which includes a half hour unpaid lunch break).	Craft Operatives – Rota A - 37 hours	Craft Rota A - 37 hours
6.6	You are engaged to work Rota 'A'(fixed hours Monday to Thursday 0800 - 1700 and Friday 0800 - 1530 which includes a half hour unpaid lunch break).	Craft Operatives – Rota A - 41	Craft Rota A - 41 hours

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
		hours	
6.7	You are engaged to work Rota 'A'(fixed hours Monday to Thursday 0800 - 1600 and Friday 0800 - 1530 which includes a half hour unpaid lunch break).	Craft Operatives – Rota A - 45 hours	Craft Rota A - 45 hours
6.8	You are required to work Rota 'A' & 'B' (part-flexible Monday to Friday 08:00 – 20:00 which includes a half hour unpaid lunch break). Actual hours will be as detailed by your manager. You will be paid an additional 4% of your basic hourly rate for your contractual hours.	Craft Operatives – Rota A + B	Craft Rota A + B
6.9	You are required to work Rotas 'A', 'B' & 'C' (fully-flexible Monday to Friday, 0800 – 2400 and Saturday 0800 – 1600 which includes a half hour unpaid lunch break, working 5 days from 6). Actual hours will be as detailed by your manager. You will be paid an additional 8% of your basic hourly rate for your contractual hours.	Craft Operatives – Rota A, B + C	Craft Rota A, B + C
6.10	<p>You are required to participate in the standby rota for which you will receive appropriate remuneration. Periods of standby duty are:</p> <p>Monday to Friday 2400 to 0800.</p> <p>Saturday 1600 – 0800 on the following day.</p> <p>Sunday 0800 – 0800 on the following day.</p>	Craft Operatives – Standby Rota	Craft Standby Rota
6.11	The standard working week for a full-time employee is 37 hours per week. The standard working hours of the Council are between 0700 - 2000 hours Monday - Friday. Your actual	EP&M	Local Gov –

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>hours of work and working arrangements are as detailed as above.</p> <p>In respect of hours worked outwith standard working hours you will receive an allowance which will equate to 25% of your salary. Your salary plus this 25% allowance will be deemed to be a fully inclusive payment to reflect the requirement to work outwith the above standard working hours. The only addition payable in respect of working hours will be overtime at the appropriate rate.</p>		<p>Out of hours Social Work contracts</p> <p><i>In addition the non-contractual call out paragraph (Paragraph 7.2.3) should be used</i></p>
7.0	PAY AND GRADE		
7.1.1	<p>Your pay is calculated by multiplying the number of hours that you are contracted to work by the hourly rate for your post.</p> <p>The grade for your post is Grade <insert grade>. This covers an hourly rate of a minimum of £<1st Hourly Rate> to a maximum hourly rate of £<Last Hourly Rate>. You will join the grade at an hourly rate of £<Hourly Rate>.</p> <p>The rate for the post has been determined through a process of job evaluation. This is an all-inclusive rate of pay for all aspects of the job and, other than the allowances detailed herein this contract; the Council will not make any other contractual payments or allowances.</p> <p><u>Increments</u></p> <p>Incremental progression on the salary scale for your grade will be subject to the provisions of the Performance Review and Development Scheme, provided you are not already at the top of your grade or on a fixed salary point. You will be considered under the Scheme for</p>	EP&M	Local Gov

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO				
	<p>progression of one incremental point each year on 1 April until you reach the maximum of the grade. If you commence employment with the Council between 1 October and 31 March, you will not be considered for incremental progression under the Scheme on the next 1 April, but instead will require to wait until the following 1 April. Incremental progression is subject to demonstrating that you meet the minimum performance criteria in your job and are not being managed under the Local Salary Progression Scheme. A copy of the Performance Review and Development Scheme is available on the Council's intranet or from your Manager.</p> <p><u>Overtime</u></p> <p>Overtime will generally only be worked in exceptional circumstances; for example to deal with unforeseen situations or cope with short-term peak demands, and only where pre-authorised by an appropriate manager in accordance with the agreed Council procedure.</p> <p>Overtime payment rates are:</p> <table><tr><th>Condition</th><th>Rate</th></tr><tr><td>All contracted and non-contracted hours up to 37 hours/week</td><td>Plain time</td></tr></table>	Condition	Rate	All contracted and non-contracted hours up to 37 hours/week	Plain time		
Condition	Rate						
All contracted and non-contracted hours up to 37 hours/week	Plain time						

SECTION	PARAGRAPH			CONTRACT CONDITIONS	PARAS APPLY TO								
	<table><tr><td>All non-contracted hours over 37 and up to 45 hours/week</td><td>Time and a half</td></tr><tr><td>All contracted hours over 37and up to 45 hours/week</td><td>Plain time</td></tr><tr><td>All hours worked over 45 hours/week</td><td>Time and a half</td></tr><tr><td>All hours worked on a Bank/Public holiday</td><td>Double time and day off in lieu or treble time with no day off in lieu</td></tr></table>	All non-contracted hours over 37 and up to 45 hours/week	Time and a half	All contracted hours over 37and up to 45 hours/week	Plain time	All hours worked over 45 hours/week	Time and a half	All hours worked on a Bank/Public holiday	Double time and day off in lieu or treble time with no day off in lieu				
All non-contracted hours over 37 and up to 45 hours/week	Time and a half												
All contracted hours over 37and up to 45 hours/week	Plain time												
All hours worked over 45 hours/week	Time and a half												
All hours worked on a Bank/Public holiday	Double time and day off in lieu or treble time with no day off in lieu												
	In respect of employees graded above Grade 12, overtime payment will be limited to a flat rate equivalent to the top of Grade 13, based on the number of hours actually worked.												
7.1.2	<p>The salary scale for your post is Main Grade Scale. This covers an annual salary minimum of £<Min_Salary> to a maximum salary of £<Max_Salary> Scale point 6. Where chartered teacher status applies you will be placed on the appropriate point of the Chartered Teachers Scale.</p> <p>You will join the grade at an annual salary of £<Salary_Placing>.</p> <p>Incremental progression, where due, depending on total of incremental credit, is at 1st August each year until the main grade scale point 6 is reached.</p>			Teachers - Unpromoted	SNCT Teachers - Unpromoted								
7.1.3	<p>The salary scale for your post is Main Grade Scale. This covers an annual salary minimum of £<Min_Salary> to a maximum salary of £<Max_Salary>.</p>			Teachers – Unpromoted –	SNCT Teachers –								

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>Where chartered teacher status applies you will be placed on the appropriate point of the Chartered Teachers Scale.</p> <p>You will join the grade at an annual salary of £<Salary_Placing>.</p> <p>You will be paid pro rata in accordance with the days/hours worked, i.e. your actual salary will be calculated on the following basis</p> $\frac{\text{<Hours Worked>}}{35} \times \text{£<Salary_Placing>}$ <p>Incremental progression, where due, depending on total of incremental credit, is at 1st August each year until Main Grade Scale point 6 is reached.</p> <p>Any additional commitment (in service days over and above your pro rata requirement, supply work, etc.) during the course of the session will be claimed on a separate form (S56 or S56A), which will be completed by the claimant and certified by the appropriate Head Teacher and submitted to the HR Service Centre on a monthly basis.</p>	Part Time/Job Share	Unpromoted – Part Time/Job Share
7.1.4	<p>The salary scale for your post is <Insert Salary Scale>. This covers an annual salary minimum of £<Min_Salary> to a maximum salary of £<Max_Salary>.</p> <p>You will join the grade at an annual salary of £<Salary_Placing>.</p>	SNCT Conditions – Incremental Pay Scale Music Instructors Education	SNCT Conditions – Incremental Pay Scale Music Instructors

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>If you work part time you will be paid pro rata in accordance with the days/hours worked, i.e. your actual salary will be calculated on the following basis</p> $\frac{\text{<Hours Worked>}}{35} \times \text{£<Salary_Placing>}$ <p>Incremental progression, where due, depending on total of incremental credit, is at 1st August each year until the maximum of the grade is reached.</p>	Support Officer QIO Educational Psychologist	Education Support Officer QIO Educational Psychologist
7.1.5	<p>The salary for your post will be £<Salary_Placing>.</p> <p>If you work part time you will be paid pro rata in accordance with the days/hours worked, i.e. your actual salary will be calculated on the following basis:</p> $\frac{\text{<Hours Worked>}}{35} \times \text{£<Salary_Placing>}$	SNCT Conditions –Fixed Point Senior Educational Psychologist QIM	SNCT Conditions –Fixed Point Senior Educational Psychologist QIM
7.1.6	<p>The salary for your post will be £<Salary_Placing>.</p>	SNCT Conditions Promoted posts subject to Job	SNCT Conditions

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>If you work part time you will be paid pro rata in accordance with the days/hours worked, i.e. your actual salary will be calculated on the following basis:</p> $\frac{\text{<Hours Worked>}}{35} \times \text{£<Salary_Placing>}$ <p>The rate for the post has been determined through a process of job sizing in accordance with SNCT guidelines.</p>	<p>Sizing</p> <p>Depute Head Teacher</p> <p>Head Teacher</p> <p>Depute Principal Ed Psychologist</p> <p>Principal Ed Psychologist</p>	<p>Promoted posts subject to Job Sizing</p> <p>Depute Head Teacher</p> <p>Head Teacher</p> <p>Depute Principal Ed Psychologist</p> <p>Principal Ed Psychologist</p>
7.1.7	<p>Your pay is calculated by multiplying the number of hours that you are contracted to work by the hourly rate for your post.</p> <p>The grade for your post is <Grade>. This covers an hourly rate of a minimum of £<Min_Hourly_Rate> to a maximum hourly rate of £<Max_Hourly_Rate> You will join the grade at an hourly rate of £<Hourly_Rate>.</p> <p><u>Pay Award</u></p> <p>The annual salary award will be paid with effect from the 1st April each year, following notification to the Council of the National pay award for SJNC Craft Operatives.</p>	Craft Operative	Craft

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO												
	<p><u>Overtime</u></p> <p>On occasion, management may decide that certain overtime working is necessary in the interests of maintaining an efficient level of service delivery. You will be remunerated for the overtime worked at the rates shown below:</p> <table><tr><th>Condition</th><th>Rate</th></tr><tr><td>Additional hours exceeding 45 hours per week, where contracted</td><td>Time and a half</td></tr><tr><td>Additional hours during standard day-service delivery hours over 37 hours per week, where not contracted</td><td>Time and a half</td></tr><tr><td>All hours between 1600 and 2400 on Saturday and all hours on Sunday</td><td>Time and a half</td></tr><tr><td>All hours worked between 2400 and 0800 hours the following morning in addition to the minimum 37 hour week</td><td>Time and a half</td></tr><tr><td>Where an employee works on a public holiday nominated by the</td><td>Double time and day off in lieu</td></tr></table>	Condition	Rate	Additional hours exceeding 45 hours per week, where contracted	Time and a half	Additional hours during standard day-service delivery hours over 37 hours per week, where not contracted	Time and a half	All hours between 1600 and 2400 on Saturday and all hours on Sunday	Time and a half	All hours worked between 2400 and 0800 hours the following morning in addition to the minimum 37 hour week	Time and a half	Where an employee works on a public holiday nominated by the	Double time and day off in lieu		
Condition	Rate														
Additional hours exceeding 45 hours per week, where contracted	Time and a half														
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All hours between 1600 and 2400 on Saturday and all hours on Sunday	Time and a half														
All hours worked between 2400 and 0800 hours the following morning in addition to the minimum 37 hour week	Time and a half														
Where an employee works on a public holiday nominated by the	Double time and day off in lieu														

SECTION	PARAGRAPH		CONTRACT CONDITIONS	PARAS APPLY TO
		<div>Council</div> <p><u>Council Vehicle</u></p> <p>Where you are issued with a Council vehicle, you will be required to undertake the agreed vehicle check before setting off on the first job of the shift. You may, if you wish, work and claim up to an additional 15 minutes before each shift. This van check time, if worked and claimed by timesheet, will be paid in arrears at basic hourly rate only. Otherwise you should claim travel time on the travel and subsistence claim form .</p>		
7.1.8	<p>Your salary is determined in accordance with the Scheme of Salaries, as set out in the Chief Officials Book, which will be available for reference at the HR Service Centre.</p> <p>Salaries are fixed, single point salaries, and in respect of your post placing is on Spinal Column Point <Insert SCP> equivalent to a salary of £<Insert Salary> per annum</p>		Chief Official	Chief Off
7.2.0	<u>Call-out and Stand-by Payment Rates</u>			
7.2.1	There is no requirement under this contract for you to undertake stand-by/call-out duties as part of your normal duties.		No Call Out Chief Official Teaching/SNCT	Local Gov Chief Official Teaching/SNCT
7.2.2	Stand-by is a requirement of your job. In recompense for Stand-by for duty you shall receive an allowance. Stand-by is not classed as working time for purposes of the Working Time		EP&M	Local Gov

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>Directive or National Minimum Wage statutory requirements, only the time responding to calls will be classed for these purposes</p> <p>Where you are undertaking stand-by and are disturbed (i.e. take a call but do not leave home) or are called out there will be no compensation for disturbance or dealing with calls by telephone that total under 1 hour in duration for the period of stand-by. During a period of stand-by in which you are disturbed for 1 hour or more, (this time being cumulative) you may claim a disturbance payment.</p> <p>Where you are called out to attend to a situation you will be reimbursed in accordance with the normal overtime rate. The minimum call out will be 2 hours. Only one call out can be made in any 2 hour period. This means that the hours claimed on overtime can never exceed the total duration of the stand-by period.</p>	Call Out - Contractual	Call Out - Contractual
7.2.3	The nature of your post makes it necessary for you to stand-by to undertake some or all of your normal duties as required. Stand-by is where you are required to be available to be contacted or called out. If you are required to cover stand-by duties, it is important to note that Stand-by is not classed as working time for the purposes of the Working Time Directive or National Minimum Wage statutory requirements, only the time responding to calls will be so classed for these purposes.	EP&M Call Out – Non Contractual	Local Gov Call Out – Non Contractual
7.2.4	If you are required to cover stand-by duties, it is important to note that Stand-by is not classed as working time for the purposes of the Working Time Directive or National Minimum Wage statutory requirements, only the time responding to calls will be so classed for these purposes.	Craft Operative	Craft

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
7.3.0	<u>Pay Method</u>		
7.3.1	Payment will be on the second last banking day of each month.	EP&M Craft Workers Chief Officials SNCT posts on 38 payroll	Local Gov Chief Off Craft SNCT on 033 payroll
7.3.2	<p>Payment will be on the second last banking day of each month.</p> <p>Your annual salary includes payment for working days and annual leave (including public holidays). You will receive twelve equal salary instalments if you work all the available working days in the year and your hours or weeks of work remain the same. Where this is not the case the salary to be paid for the worked proportion of the leave year will be calculated as follows;</p> $\frac{\text{Your working days + Annual leave proportion}}{\text{Total working days + Annual leave per annum}} \times \text{£Annual Salary}$ <p>Specifically, the following will be adjusted on the basis of the above calculation:</p> <ul style="list-style-type: none"> If you start on a day other than the 1st January (start of the leave year), your first salary payment will be adjusted 	Average Salary Payment /Non Teaching Part Year Contracts	<p>Local Gov</p> <p>Part Year Contracts –</p> <p>Non Teaching</p> <p>Amended para</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<ul style="list-style-type: none"> • If you start shortly before a holiday period, your first salary payment will be adjusted and your second salary payment may also be adjusted • Your salary following a variation to your contract which affects your pay • Your final salary if you leave on a day other than the 31st December (end of the leave year) 		17/10/16
7.3.3	<p>Payment will be on the last working day of each month with the exception of July when payment will be on the last banking day.</p> <p>Your annual salary includes payment for 195 paid days and 40 days paid annual leave (including public holidays). You will receive twelve equal salary instalments if you work all your available paid days in the academic session and your hours or weeks of work remain the same. Where this is not the case the salary to be paid for the worked proportion of the academic year will be calculated as follows;</p> <p style="padding-left: 40px;">A = No of paid days from start date to end of academic session B = No of paid annual leave days accrued on A C = Total paid days in academic session D = Total paid annual leave days in academic session E = Annual salary</p> <p><u>Calculation</u></p> <p style="padding-left: 40px;">$A+B/C+D \times E$</p> <p>Specifically, the following will be adjusted on the basis of the above calculation:</p>	<p>Teaching Posts & Music Instructors</p> <p>Payroll numbers beginning 39 & 76</p> <p>Amended para 14/7/17</p>	<p>SNCT</p> <p>Teaching Posts & Music Instructors</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<ul style="list-style-type: none"> • If you commence employment other than at the start of the academic session your first salary payment will be adjusted • If you start shortly before a holiday period, your first salary payment will be adjusted and your second salary payment may also be adjusted • Your salary following a variation to your contract which affects your pay • Your final salary if you leave employment other than at the end of the academic session. 		
7.4.0	<u>Pension</u>		
7.4.1	<p>The Local Government Pension Scheme (LGPS) is open to all employees of the Council provided you are under 75, except Teachers who have their own scheme. The LGPS is a statutory scheme into which both employees and employers contribute.</p> <p>All eligible employees will automatically be contractually enrolled into the LGPS, except where their contract is for less than three months, in which case they would be entitled to elect to join the LGPS. An employee can choose to opt out of the LGPS by contacting the Pensions Section on telephone number 01224 264264 who will issue the relevant opt-out form. This form should be dated on or after your start date.</p> <p>If you have more than one employment contract with the Council, each will be treated individually, with pension contribution rates based on the actual pensionable pay for each contract. You are able to opt in or out of the pension scheme for each individual contract. An information pack about the scheme is also available from the Pensions Section. Further information about the LGPS can be obtained by visiting www.nespf.org.uk or by calling 01224</p>	EP&M Craft Operatives Chief Officials	Local Gov Craft Chief Off

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>264264.</p> <p>The Council will comply with its statutory requirements in relation to auto-enrolment/re-enrolment.</p>		
7.4.2	<p>The Scottish Teachers' Pension Scheme (STPS) is open to those under SNCT conditions of service provided you are under 75. The STPS is a statutory scheme into which both employees and employers contribute.</p> <p>All eligible employees will automatically be contractually enrolled into the STPS. An employee can choose to opt out of the STPS. An opt out form is available to download from the Scottish Public Pension Agency (SPPA) website www.sppa.gov.uk. This form should be dated on or after your start date.</p> <p>If you have more than one employment contract with the Council, each will be treated individually, with pension contribution rates based on the actual pensionable pay for each contract. You are able to opt in or out of the pension scheme for each individual contract. Information about the scheme is available from the SPPA website www.sppa.gov.uk. or by calling 01896 893000.</p> <p>The Council will comply with its statutory requirements in relation to auto-enrolment/re-enrolment.</p>	<p>Teachers etc (ie those under SNCT conditions)</p> <p>Amended Para 14/7/17</p>	SNCT
8.0	SICKNESS PAY, ALLOWANCES AND REPORTING		
8.1	<p>For absences up to 7 calendar days you are required to complete a self-certification form. If your absence exceeds 7 calendar days, you must consult a doctor and obtain a fit note and send this to your Manager without delay.</p>	EP&M	Local Gov

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO																					
	<p>During absence caused by sickness or injury you will receive (subject to the above provisions and other detailed in the Council's sick pay scheme) occupational sick pay. The duration of occupational sick pay depends on your length of service, and is outlined in the table below:</p> <p>Sickness provisions will be in accordance with Part 2 - Section 10 of the SJC - Red Book.</p> <table><tr><th>Length Of Service At Commencement Of Absence From Duty</th><th>Full Occupational Sick Pay Allowance</th><th>Half Occupational Sick Pay Allowance</th></tr><tr><td>Less than 26 weeks</td><td>Nil</td><td>Nil</td></tr><tr><td>26 weeks to 1 year</td><td>5 weeks</td><td>5 weeks</td></tr><tr><td>1 to 2 years</td><td>9 weeks</td><td>9 weeks</td></tr><tr><td>2 to 3 years</td><td>18 weeks</td><td>18 weeks</td></tr><tr><td>3 to 5 years</td><td>22 weeks</td><td>22 weeks</td></tr><tr><td>5 or more years</td><td>26 weeks</td><td>26 weeks</td></tr></table>	Length Of Service At Commencement Of Absence From Duty	Full Occupational Sick Pay Allowance	Half Occupational Sick Pay Allowance	Less than 26 weeks	Nil	Nil	26 weeks to 1 year	5 weeks	5 weeks	1 to 2 years	9 weeks	9 weeks	2 to 3 years	18 weeks	18 weeks	3 to 5 years	22 weeks	22 weeks	5 or more years	26 weeks	26 weeks		
Length Of Service At Commencement Of Absence From Duty	Full Occupational Sick Pay Allowance	Half Occupational Sick Pay Allowance																						
Less than 26 weeks	Nil	Nil																						
26 weeks to 1 year	5 weeks	5 weeks																						
1 to 2 years	9 weeks	9 weeks																						
2 to 3 years	18 weeks	18 weeks																						
3 to 5 years	22 weeks	22 weeks																						
5 or more years	26 weeks	26 weeks																						
8.2	<p>If your absence lasts between 4 and 7 calendar days you must complete a self-certificate on your return to work. When you know your absence will last more than 7 calendar days you must obtain, complete and return a self-certificate for the first 7 days, and on the 8th day obtain a fit note from your Doctor and send it to your Manager immediately</p> <p>During absence caused by sickness or injury you will receive (subject to the above provisions and other detailed in the Council's sick pay scheme) occupational sick pay. The duration of occupational sick pay depends on your length of service, and is outlined in the table below.</p> <p>Sickness provisions will be in accordance with Part 2 - Section 6 of the SNCT Handbook.</p>	<p>SNCT Conditions</p> <p>Teachers</p> <p>Music Instructors</p> <p>Ed Psychologists</p> <p>ESO, QIO, QIM etc</p>	<p>SNCT</p> <p>Teachers</p> <p>Music Instructors</p> <p>Ed Psychologists</p> <p>ESO, QIO, QIM etc</p>																					

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO																					
	<table><tr><th>Length of Service At Commencement Of Absence From Duty</th><th>Full Occupational Sick Pay Allowance</th><th>Half Occupational Sick Pay Allowance</th></tr><tr><td>Less than 18 weeks</td><td>Nil</td><td>Nil</td></tr><tr><td>18 weeks to 1 year</td><td>1 month</td><td>1 month</td></tr><tr><td>1 to 2 years</td><td>2 months</td><td>2 months</td></tr><tr><td>2 to 3 years</td><td>4 months</td><td>4 months</td></tr><tr><td>3 to 5 years</td><td>5 months</td><td>5 months</td></tr><tr><td>5 or more years</td><td>6 months</td><td>6 months</td></tr></table> <p>The period of service to be used in calculating the above entitlements shall be either the period recognised for the calculation of pensionable service or any period recognised for incremental placing, whichever is the greater. Service shall be calculated as at the date of incapacity.</p>	Length of Service At Commencement Of Absence From Duty	Full Occupational Sick Pay Allowance	Half Occupational Sick Pay Allowance	Less than 18 weeks	Nil	Nil	18 weeks to 1 year	1 month	1 month	1 to 2 years	2 months	2 months	2 to 3 years	4 months	4 months	3 to 5 years	5 months	5 months	5 or more years	6 months	6 months		
Length of Service At Commencement Of Absence From Duty	Full Occupational Sick Pay Allowance	Half Occupational Sick Pay Allowance																						
Less than 18 weeks	Nil	Nil																						
18 weeks to 1 year	1 month	1 month																						
1 to 2 years	2 months	2 months																						
2 to 3 years	4 months	4 months																						
3 to 5 years	5 months	5 months																						
5 or more years	6 months	6 months																						
8.3	<p>For absences up to 7 calendar days you are required to complete a self-certification form. If your absence exceeds 7 calendar days, you must consult a doctor and obtain a medical certificate and send this to your line manager without delay.</p> <p>During absence caused by sickness or injury you will receive (subject to the above provisions and other detailed in the Council's sick pay scheme) occupational sick pay. The duration of occupational sick pay depends on your length of service, and is outlined in the table below:</p> <p>Sickness provisions will be in accordance with section 4.5.2.4 of the Craft Workers Agreement.</p>	Craft Operative	Craft																					

SECTION	PARAGRAPH			CONTRACT CONDITIONS	PARAS APPLY TO
	Length of Service At Commencement Of Absence From Duty	Full Occupational Sick Pay Allowance	Half Occupational Sick Pay Allowance		
	Less than 26 weeks	Nil	Nil		
	26 weeks to 1 year	5 weeks	5 weeks		
	1 to 2 years	9 weeks	9 weeks		
	2 to 3 years	18 weeks	18 weeks		
	3 to 5 years	22 weeks	22 weeks		
	5 or more years	26 weeks	26 weeks		
8.4	<p>For absences up to 7 calendar days you are required to complete a self-certification form. If your absence exceeds 7 calendar days, you must consult a doctor and obtain a medical certificate and send this to your line manager without delay.</p> <p>During absence caused by sickness or injury you will receive (subject to the provisions of the SJNC Scheme of salaries and Conditions of Service for Chief Officials as supplemented by the Council's Local Conditions of Service) occupational sick pay. The duration of occupational sick pay depends on your length of service , and is outlined in the table below.</p>			Chief Official	Chief Off

SECTION	PARAGRAPH			CONTRACT CONDITIONS	PARAS APPLY TO
	Length of Service At Commencement Of Absence From Duty	Full Occupational Sick Pay Allowance	Half Occupational Sick Pay Allowance		
	Less than 26 weeks	Nil	Nil		
	26 weeks to 1 year	5 weeks	5 weeks		
	1 to 2 years	9 weeks	9 weeks		
	2 to 3 years	18 weeks	18 weeks		
	3 to 5 years	22 weeks	22 weeks		
	5 or more years	26 weeks	26 weeks		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>9.0</u>	EMPLOYMENT SERVICE		
<u>9.1</u>	<p>Your employment under this contract will begin on <Start Date>.</p> <p>For the purposes of this contract, your period of continuous service with Aberdeen City Council and its predecessor authorities dates from <ACC Start Date>.</p> <p>Please note that, for statutory employment rights (notice periods, redundancy payments) and certain conditions of service purposes, the Council recognises previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Orders, (which covers local authorities and related bodies). For the purposes of this contract, your period of continuous service for statutory employment rights dates from <LA Start Date>.</p> <p>If you have any other relevant period of service either with the Council or for continuous service purposes which you feel should be included, you are required to bring this to the attention of the HR Service Centre. It is your responsibility to provide evidence of previous continuous service before this will be accepted by the Council.</p>	<p>EP&M</p> <p>Changed to optional para 14/7/17</p>	Local Gov, Teaching, Craft, Chief Officials
<u>9.2</u>	<p>Your employment under this contract will begin on <Start Date>.</p> <p>For the purposes of this contract, your period of continuous service with Aberdeen City Council and its predecessor authorities dates from <ACC Start Date>.</p> <p>Please note that for the following specific conditions of service, namely occupational sick pay, maternity, adoption and paternity pay, shared parental leave/pay and annual leave, the Council recognises previous continuous service with NHS Grampian. For the purposes of this contract, your</p>	<p>NHS</p> <p>New para 14/7/17</p>	NHS

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>period of continuous service for these specific conditions of service dates from <NHS Grampian Start Date>. For all other purposes your period of continuous service for statutory and contractual employment rights dates from <ACC Start Date></p> <p>If you have any other relevant period of service either with the Council or for continuous service purposes which you feel should be included, you are required to bring this to the attention of the HR Service Centre. It is your responsibility to provide evidence of previous continuous service before this will be accepted by the Council.</p>		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>10.0</u>	HOLIDAYS		
<u>10.1</u>	<u>Annual leave</u>		
<u>10.1.1</u>	<p>Your annual leave entitlement will be calculated and notified to you by your service. It will be calculated on the standard working week for a full-time employee as follows:</p> <ul style="list-style-type: none"> • 27 days* for up to 5 years' continuous service (e.g. 7.4 hours x 27 days = 199.8 hours) • 32 days* after completion of 5 years' continuous service (e.g. 7.4 hours x 32 days = 236.8 hours) • 35 days* after completion of 10 years' continuous service (e.g. 7.4 hours x 35 days = 259 hours) <p>*This entitlement includes 5 floating days.</p> <p>The Council's annual leave year runs from 01 January to 31 December. You will accrue annual leave for each completed calendar month of service and each month you will be awarded 1/12th of the full year entitlement. If you work less than full-time hours, your entitlement to annual leave will be pro-rated to the number of hours and weeks you are contracted to work.</p> <p>Your annual leave entitlement will be expressed in days or hours according to your individual working pattern.</p> <p>All annual leave must be booked in advance with your Manager and shall only be approved on the exigencies of the service.</p>	<p>EP&M</p> <p>Full Year and Part Year Worker –no requirement to work during school term time</p>	<p>Local Gov</p> <p>Full Year and Part Year Worker with no requirement to work during school term time – amended 17/10/16</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>The Council normally closes its main offices between Christmas and the New Year. To facilitate this closure, you may be required to use two days annual leave on the days immediately following Boxing Day (or the day in lieu of Boxing Day, if it falls on the weekend).</p> <p>If you have a total leave entitlement (i.e. annual leave plus public holidays) in excess of these provisions you will have that entitlement personally protected, until such time as you leave the Council's employment. The personally protected entitlement will not increase.</p> <p>Where you have been absent due to sickness for a period exceeding three months (either one period of sickness or an aggregate of more than one period) over a rolling period of the previous 12 months, annual leave will be abated to a period proportionate to the actual service given during the leave year.</p> <p>Carry over of leave entitlement will only be permitted where:</p> <ul style="list-style-type: none"> • This is requested by you before the end of the leave year and this is granted by your Head of Service, in accordance with the Council's agreed arrangements; • Statutory provisions exist that provide for the carry over of leave (e.g. maternity, sickness). <p>No payment will be made for untaken holiday except on the termination of your employment, other than in exceptional circumstances as determined by the Head of HR and Customer Services.</p>		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>10.1.2</u>	<p>Your annual leave entitlement will be calculated and notified to you by your service. It will be calculated on the standard working week for a full-time employee as follows:</p> <ul style="list-style-type: none"> • 27 days* for up to 5 years' continuous service (e.g. 7.4 hours x 27 days = 199.8 hours) • 32 days* after completion of 5 years' continuous service (e.g. 7.4 hours x 32 days = 236.8 hours) • 35 days* after completion of 10 years' continuous service (e.g. 7.4 hours x 35 days = 259 hours) <p>*This entitlement includes 5 floating days.</p> <p>The Council's annual leave year runs from 01 January to 31 December.</p> <p>You will accrue annual leave for each completed calendar month of service and each month you will be awarded 1/12th of the full year entitlement. If you work less than full-time hours, your entitlement to annual leave will be pro-rated to the number of hours and weeks you are contracted to work.</p> <p>Your leave entitlement will be expressed in weeks.</p> <p>As your contract requires you to work around school term-time, your holiday entitlement is allocated against the days in the school year when there are school holidays. You are therefore required to take your annual leave at this time and within the following pattern: 5 days during the Easter break, 12 days during the Summer break and 5 days during the October break. Where annual leave entitlement increases due to length of service, these additional days will be added to the Summer break.</p> <p>If you have a total leave entitlement (i.e. annual leave plus public holidays) in excess of these provisions you will have that entitlement personally protected, until such time as you leave the</p>	<p>EP&M</p> <p>Part Year Worker – requirement to work during school term time - less than 52 week contract</p>	<p>Local Gov</p> <p>Part Year Worker – requirement to work during school term time - less than 52 week contract – amended 17/10/16</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>Council's employment. The personally protected entitlement will not increase.</p> <p>Where you have been absent due to sickness for a period exceeding three months (either one period of sickness or an aggregate of more than one period) over a rolling period of the previous 12 months, annual leave will be abated to a period proportionate to the actual service given during the leave year.</p> <p>Carry over of leave entitlement will only be permitted where statutory provisions exist that provide for the carry over of leave (e.g. maternity, sickness).</p>		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>10.1.3</u>	<p>Your annual leave entitlement will be calculated and notified to you by your service. It will be calculated on the standard working week for a full-time employee as follows:</p> <ul style="list-style-type: none"> • 35 days* for up to 5 years' continuous service • 40 days* after completion of 5 years' continuous service <p>The Council's annual leave year runs from 01 January to 31 December. You will accrue annual leave for each completed calendar month of service and each month you will be awarded 1/12th of the full year entitlement. If you work less than full-time hours, your entitlement to annual leave will be pro-rated to the number of hours and weeks you are contracted to work.</p> <p>Your holiday entitlement will normally be expressed in days. However, this may be expressed in hours where deemed appropriate by your Service.</p> <p>All annual leave must be booked in advance with your Manager and shall only be approved on the exigencies of the service.</p> <p>The Council normally closes its main offices between Christmas and the New Year. To facilitate this closure, you may be required to use two days annual leave on the days immediately following Boxing Day (or the day in lieu of Boxing Day, if it falls on the weekend).</p> <p>If you have a total leave entitlement (i.e. annual leave plus public holidays) in excess of these provisions you will have that entitlement personally protected, until such time as you leave the Council's employment. The personally protected entitlement will not increase.</p> <p>Where you have been absent due to sickness for a period exceeding three months (either one period of sickness or an aggregate of more than one period) over a rolling period of the previous 12 months, annual leave may be abated to a period proportionate to the actual</p>	<p>SNCT Conditions excluding Teachers and Music Inst</p> <p>Educational Psychologists,</p> <p>Education Support Officers, QIM, QIO etc</p>	<p>SNCT</p> <p>Educational Psychologists,</p> <p>Education Support Officers, QIM, QIO etc</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>service given during the leave year.</p> <p>Carry over of leave entitlement will only be permitted where:</p> <ul style="list-style-type: none"> • This is requested by you before the end of the leave year and this is granted by your Head of Service, in accordance with the Council's agreed arrangements; • Statutory provisions exist that provide for the carry over of leave (e.g. maternity, sickness). <p>No payment will be made for untaken holiday except on the termination of your employment, other than in exceptional circumstances as determined by the Head of HR and Customer Service.</p>		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>10.1.4</u>	<p>The annual leave year runs from 01 September in any year to 31 August of the following year.</p> <p>Your annual leave entitlement will be accrued on the basis of 0.2051 of a day for each day worked. For a full time employee this equates to 40 days per year. If you work less than full-time hours, your entitlement to annual leave will be on a proportionate basis.</p> <p>Within the leave year, the balance of days beyond the working year and the 40 days annual leave entitlement, excluding Saturdays and Sundays, shall be days of school closure. The placement of the 40 days annual leave within the school holiday periods shall be determined by the Council's LNCT. The LNCT shall allocate the leave days in a broadly proportionate manner across the four main school holiday periods (Autumn, Winter, Spring and Summer). The balance of days within the school holiday periods shall be days of school closure.</p> <p>Where you, owing to certified absence, have been incapacitated for a continuous period of 8 consecutive days or more, you may accrue compensatory leave. For each certified absence you will accrue compensatory leave of 2 days for every 5 days of designated annual leave which cannot be taken, subject to a maximum credit of 8 such days accruing in any one leave year.</p> <p>The timing of any compensatory leave is subject to the overriding needs of the service and should normally be taken in the term in which the return to work takes place or within the following term.</p> <p>Where you, owing to certified sickness, have not taken, or will be unable to take, the statutory leave entitlement (28 days), within a leave year, you shall receive the appropriate balance of leave to bring total leave to the statutory leave entitlement for that leave year. Such leave will normally be carried forward into the following leave year. Pro rata arrangements shall apply if you are part time. If you carry forward a compensatory leave entitlement and a statutory leave</p>	<p>Teachers</p> <p>Music Instructors</p>	<p>SNCT</p> <p>Teachers</p> <p>Music Instructors</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>entitlement the total of such leave shall not exceed the maximum statutory leave entitlement.</p> <p>Where your contract is amended or terminated at any date other than the 31 August the balance of leave accrued and leave taken will be calculated. Any discrepancy may result in an adjustment to your pay. Further details regarding leave can be obtained from the HR service Centre.</p>		
10.1.5	<p>The leave year runs from 1 January to 31 December each year. Those employees commencing or leaving employment during the course of the leave year are entitled to leave proportionate to the number of completed months service during the year.</p> <p>The annual leave entitlement per year is as follows:</p> <ul style="list-style-type: none"> • For less than five years continuous service 25 days • For five years continuous service or more 30 days • For ten years continuous service or more 35 days <p>Where an employee has been absent due to sickness for a period exceeding three months, the Council will limit the annual leave to the service given during the leave year or statutory obligations.</p> <p>Annual leave must be taken in the year for which it is allocated. Only in exceptional circumstances will permission be granted to carry over between leave years. This will be at the discretion of the Director in accordance with guidance issued by Human Resources (HR).</p>	Craft Operative	Craft

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
10.1.6	<p>The leave year is from 01 January to 31 December. You will accrue annual leave for each completed calendar month of service and each month you will be awarded 1/12th of the full year entitlement.</p> <p>The basic annual leave entitlement for Chief Officers has been determined in accordance with the Local Conditions of Service. The basic entitlement is 27 (including 5 floating days in respect of public holidays) plus an additional 5 days for five years continuous Local Government service plus a further 3 days for 10 years continuous Local Government service.</p> <p>Where an employee has been absent due to sickness for a period exceeding three months (either one period of sickness or an aggregate of more than one period) over a rolling period of the previous 12 months, annual leave will be abated to a period proportionate to the actual service given during the leave year.</p> <p>Holiday entitlement cannot be carried forward to the next holiday year. No payment will be made for untaken holiday except on the termination of your employment.</p>	Chief Officials	Chief Off

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>10.2</u>	<u>Recognised Public Holidays</u>		
<u>10.2.1</u>	<p>The Council sets 7 Public Holidays. These are:</p> <ul style="list-style-type: none"> • Christmas Day (25 December) • Boxing Day (26 December) • Hogmanay (31 December) • New Year's Day (01 January) • 02 January • Good Friday • May Day (first Monday in May) <p>If you work less than full-time hours or are on a non-standard working arrangement, your entitlement to Public Holidays will be calculated on a proportionate basis, and included in your overall annual leave entitlement.</p>	<p>EP&M</p> <p>Chief Officials</p>	<p>Local Gov</p> <p>Chief Officials</p>
<u>10.2.2</u>	<p>As your role is required to maintain the provision of service during public holiday periods, you are required to work public holidays, unless given 2 weeks prior notice that your services are not required.</p>	<p>EP&M -</p> <p>Public_Holiday = "Required to work"</p>	<p>Local Gov</p> <p>Public_Holiday = "Required to work"</p>
<u>10.2.3</u>	<p>The annual leave entitlement above includes public holiday entitlement.</p> <p>If you work less than full-time hours or are on a non-standard contractual pattern, your entitlement to Public Holidays will be calculated on a proportionate basis.</p>	<p>Teachers</p> <p>Music Instructors</p>	<p>SNCT</p> <p>Teachers</p> <p>Music Instructors</p>
<u>10.2.4</u>	<p>The annual leave entitlement above includes public holiday entitlement.</p> <p>The Council sets 7 Public Holidays. These are:</p>	<p>SNCT excluding Teachers and Music Inst:</p>	<p>SNCT</p> <p>Educational</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<ul style="list-style-type: none"> • Christmas Day (25 December) • Boxing Day (26 December) • Hogmanay (31 December) • New Year's Day (01 January) • 02 January • Good Friday • May Day (first Monday in May) <p>If you work less than full-time hours or are on a non-standard contractual pattern, your entitlement to Public Holidays will be calculated on a proportionate basis.</p>	Educational Psychologists, Education Support Officers, QIM, QIO etc	Psychologists, Education Support Officers, QIM, QIO etc

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO				
<u>10.2.5</u>	<p>There are 7 recognised Public Holidays per annum. These will be the same day (in some cases different date) per year. The days recognised are:</p> <ul style="list-style-type: none">• Christmas Day (25 December)• Boxing Day (26 December)• Hogmanay (31 December)• New Year's Day (01 January)• 02 January• May Day (first Monday in May)• Autumn Holiday (4th Monday in September) <p>If required to work on a public holiday(s) you will receive pay at the rate of double time and time off in lieu, which must be taken within three months of the designated public holiday.</p>	Craft Operatives	Craft				
11.0	NOTICE						
11.1	<u>By the Council</u>						
11.1.1	<p>governed by the Employment Rights Act 1996. The current minimum period of notice is as follows:</p> <table><tr><th>Length of Service</th><th>Period of Notice</th></tr><tr><td>One month or more but less than 2 years</td><td>Not less than one week</td></tr></table>	Length of Service	Period of Notice	One month or more but less than 2 years	Not less than one week	Craft Operatives Chief Official	Craft Chief Off
Length of Service	Period of Notice						
One month or more but less than 2 years	Not less than one week						

SECTION	PARAGRAPH			CONTRACT CONDITIONS	PARAS APPLY TO
	2 to 12 years	Not less than one week for each year of continuous service			
	12 years or more	Not less than 12 weeks			

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO								
<u>11.1.2</u>	<p>detailed below:</p> <table><tr><th>Length of Service</th><th>Period of Notice</th></tr><tr><td>Less than 4 years</td><td>Not less than 4 working weeks</td></tr><tr><td>4 but less than 12 years</td><td>Not less than one week for each year of continuous service</td></tr><tr><td>12 years or more</td><td>Not less than 12 weeks</td></tr></table>	Length of Service	Period of Notice	Less than 4 years	Not less than 4 working weeks	4 but less than 12 years	Not less than one week for each year of continuous service	12 years or more	Not less than 12 weeks	Teaching – Unpromoted including those on the Chartered Teacher spine (also including temporary appointments of less than 2 years) Music Instructor Education Support Officer QIO Educational Psychologist	SNCT Teaching – Unpromoted including those on the Chartered Teacher spine (also including temporary appointments of less than 2 years) Music Instructor Education Support Officer QIO Educational Psychologist Notice update 20/1/17
Length of Service	Period of Notice										
Less than 4 years	Not less than 4 working weeks										
4 but less than 12 years	Not less than one week for each year of continuous service										
12 years or more	Not less than 12 weeks										

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO								
<u>11.1.3</u>	<p>detailed below:</p> <table><tr><th>Length of Service</th><th>Period of Notice</th></tr><tr><td>Less than 8 years</td><td>Not less than 8 weeks, including 4 working weeks</td></tr><tr><td>8 but less than 12 years</td><td>Not less than one week for each year of continuous service</td></tr><tr><td>12 years or more</td><td>Not less than 12 weeks</td></tr></table>	Length of Service	Period of Notice	Less than 8 years	Not less than 8 weeks, including 4 working weeks	8 but less than 12 years	Not less than one week for each year of continuous service	12 years or more	Not less than 12 weeks	Teaching –All Promoted Posts Principal Teacher, Faculty Head, DHT, HT Senior, Depute Principal and Principal Ed Psych QIM	SNCT Teaching –All Promoted Posts Principal Teacher, Faculty Head, DHT, HT Senior, Depute Principal and Principal Ed Psych QIM Notice update 20/1/17
Length of Service	Period of Notice										
Less than 8 years	Not less than 8 weeks, including 4 working weeks										
8 but less than 12 years	Not less than one week for each year of continuous service										
12 years or more	Not less than 12 weeks										
<u>11.1.4</u>	<p>detailed below:</p> <table><tr><th>Length of Service</th><th>Period of Notice</th></tr><tr><td>One month or more but less than 4 years</td><td>Not less than 4 weeks</td></tr><tr><td>4 to 12 years</td><td>Not less than one week for each year of continuous service</td></tr><tr><td>12 years or more</td><td>Not less than 12 weeks</td></tr></table>	Length of Service	Period of Notice	One month or more but less than 4 years	Not less than 4 weeks	4 to 12 years	Not less than one week for each year of continuous service	12 years or more	Not less than 12 weeks	EP&M	Local Gov – new para 14/11/16
Length of Service	Period of Notice										
One month or more but less than 4 years	Not less than 4 weeks										
4 to 12 years	Not less than one week for each year of continuous service										
12 years or more	Not less than 12 weeks										

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>11.2</u>	<u>By You</u>		
<u>11.2.1</u>	Should you wish to terminate your employment, the minimum notice you will be required to give the Council in writing is 4 weeks.	EP&M Craft Operative	Local Gov Craft
<u>11.2.2</u>	Should you wish to terminate your employment, the minimum notice you will be required to give the Council in writing is 4 working weeks	Teaching – Unpromoted including those on the Chartered Teacher spine (also including temporary appointments of less than 2 years) Music Instructor Education Support Officer QIO Educational Psychologist	Teaching – Unpromoted including those on the Chartered Teacher spine (also including temporary appointments of less than 2 years) Music Instructor Education Support Officer QIO Educational Psychologist

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
<u>11.2.3</u>	Should you wish to terminate your employment, the minimum notice you will be required to give the Council in writing is 8 weeks (which include 4 working weeks).	Teaching – All Promoted Posts Principal Teacher, Faculty Head, DHT, HT Senior, Depute Principal and Principal Ed Psych QIM	SNCT Teaching –All Promoted Posts Principal Teacher, Faculty Head, DHT, HT Senior, Depute Principal and Principal Ed Psych QIM
<u>11.2.4</u>	<p>The appointment is terminable by you, on the expiry of three months from the date of notice given in writing.</p> <p>The Council reserves the right, at its sole discretion, to require employees who have resigned with notice, or who have been given notice to terminate their contract by the Council, not to attend their place of work for all or part of the notice period (“Garden Leave”).</p> <p>If you are placed on Garden Leave you must stay away from the workplace during the garden-leave period and as such the Council reserves the right to:-</p> <ul style="list-style-type: none"> • Recover any equipment belonging to the Council. • Require you not to have contact with clients or customers of the Council for work 	Chief Official	Chief Off

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	<p>related purposes during the garden-leave period.</p> <p>If you are placed on Garden Leave your contract of employment will continue in force until the end of the notice period, and as such you will:-</p> <ul style="list-style-type: none"> • continue to receive full pay and benefits in the normal way, • remain bound by all the obligations and restrictions set out in your contract of employment (including any confidentiality clauses contained in your contract of employment,) save the duty to attend work, • not be allowed to make any statement to the media, • not be permitted to take up other employment during the Garden Leave period, and • be required to remain available to be contacted by the Council. 		

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
12.0	HEALTH & SAFETY		
12.1	Your role requires you to take overall responsibility for the management of health, safety and well-being for the school premises under your control.	Head Teachers	SNCT (Head Teachers)
12.2	<p>As a Director/Head of Service your role in relation to the management of Health and Safety in the organisation will be critical to ensuring that the ambition to foster a pro-active Health and Safety culture is realised.</p> <p>Specific responsibilities are detailed in the Council's agreed Health and Safety Policy. Of fundamental importance in this regard is to ensure that every area of operation under your control is risk assessed routinely and that appropriate action planning and review follow from these risk assessments. The importance of this aspect of you overall responsibilities cannot be over emphasised.</p> <p>You are required to comply with the organisational rules of the Council and it is your responsibility to understand how these relate to your job. If you are unsure in any way of your obligations you should check and discuss matters with your Director/Chief Executive before taking any decision.</p>	Chief Officials	Chief Off
13.0	GRIEVANCE AND DISCIPLINE		
13.1	<p>The Council has agreed policies with the trade unions that deal with grievances and disciplinary matters, copies of which can be found on the Zone under Ask HR or obtained from the HR Service Centre</p> <p>The Council may suspend you from work pending the outcome of any disciplinary procedure. During such suspension, you would ordinarily continue to receive your salary unless the</p>	<p>Teachers</p> <p>EPM</p> <p>Craft Operatives</p>	<p>Local Gov</p> <p>SNCT</p> <p>Craft</p>

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
	Council considers that exceptional circumstances apply.		
<u>13.2</u>	<p>The provisions for dealing with discipline and grievance are contained in policies the Council has agreed with the trade unions that deal with grievances and disciplinary matters, details of which are available on The Zone under AskHR with further information available from the HR Service Centre.</p> <p>The Council may suspend you from work pending the outcome of any disciplinary procedures. During such suspension, you would ordinarily continue to receive your salary unless the Council considers that exceptional circumstances apply</p>	Chief Officers	Chief Off
<u>13.3</u>	The disciplinary and capability framework procedures are detailed in Appendix A and Appendix B of the SJNC Scheme of Salaries and Conditions of Service for Chief Officials.	Chief Executive	Chief Off (Chief Exec only)
14.0	POLITICALLY RESTRICTED POSTS		
14.1	There is no liability under this contract which deems your post to be covered by the Politically Restricted Regulations.	Not Politically Restricted	Local Gov SNCT Not Politically Restricted
14.2	Under the terms of the Local Government and Housing Act 1989, your post has been designated as politically restricted. Consequently the terms and conditions attached to a post of <title> are deemed to incorporate various clauses as detailed in the Local Government Officers (Political Restrictions) Regulations 1990 (as amended). The appropriate clauses are summarised in Appendix A.	Politically Restricted	Local Gov SNCT Chief Off

SECTION	PARAGRAPH	CONTRACT CONDITIONS	PARAS APPLY TO
			Politically Restricted
15.0	DECLARATION BY EMPLOYEE		
15.1	<p><u>Standards for Registration and the Code of Professionalism and Conduct.</u></p> <p><u>I must request that you confirm you have familiarised yourself and comply with the Standard for Registration and the Code of Professionalism and Conduct by signing below.</u></p> <p>available at http://www.gtcs.org.uk/home/home.aspx</p>	Teachers	SNCT Teachers Only
15.2	“I confirm receipt of and understand the terms and conditions contained within the enclosed Appendix A.”	Politically Restricted Posts Chief Officials	Politically Restricted Posts Chief Officials



LOCAL GOVERNMENT OFFICERS (POLITICAL RESTRICTIONS) REGULATIONS 1990 (as amended)

TERMS OF APPOINTMENT AND CONDITIONS OF EMPLOYMENT

The Local Government Officers (Political Restrictions) Regulations 1990 (as amended) provide clauses which are deemed to be incorporated into the terms and conditions of appointment of every person holding a politically restricted post. Below is a summary of the clauses.

1. *You may not announce or allow anyone else to announce that you are, or intend to be, a candidate for election as a member of the House of Commons, the Scottish Parliament, the European Parliament, any Local Authority, an Islands Council or a joint board.*
2. *If you give notice in writing that you wish to resign your post because you intend to be a candidate in a pending election to the House of Commons, Scottish Parliament, the European Parliament or a Local Council then your appointment shall terminate forthwith.*
3. *You may not act as an election agent or sub-agent for a candidate for election as a member of any of the bodies mentioned in paragraph (1).*
4. *You may not be an officer of a political party or branch, or a member of any committee or sub-committee of a party or branch if your duties as an officer or member would require you;*
 - (a) *to participate in the general management of the party or branch; or*
 - (b) *to act on behalf of the party or branch in dealings with persons other than members of the party or members of another political party associated with the party.*
5. *You may not canvass on behalf of a political party or on behalf of a person who is or proposes to be a candidate for election to any of the bodies mentioned in paragraph (1).*
6. *You may not speak to the public at large or to a section of the public with the apparent intention of affecting public support for a political party.*
7. *You may not publish, or allow another to publish, any written or artistic work of which you are the author, co-author or editor if the work appears to be intended to affect public support for a political party.*

These terms and conditions are laid out in full in the above-mentioned Regulations.



LOCAL GOVERNMENT OFFICERS (POLITICAL RESTRICTIONS) REGULATIONS 1990 (as amended)

Appeal Process

If a post is designated politically restricted on the basis that the holder:

- on a regular basis, give advice to the local authority or to any committee or subcommittee of the local authority, or to any joint committee on which the local authority is represented, or
- on a regular basis, speak on behalf of the local authority to journalists or broadcasters,

then the post holder is entitled to appeal this designation to the adjudicator.

The application should give the title of the post, the job description for the post, the basis upon which the post is currently deemed to be politically restricted and the reasons why you consider that political restriction is no longer appropriate.

An appeal can be made directly to the Adjudicator at:

Local Government Political Restrictions Exemptions Adjudicator for Scotland
PO Box 10153
Dundee
DD2 9BS

Alternatively, an appeal can be made through the Council's Head of Legal and Democratic Services and this will be forwarded to the adjudicator for consideration.

The Appeal Process is laid out in full in the Local Government and Housing Act 1989 (as amended).