

# Terms & Conditions of Employment

## Version: 3.1

Focus. Passion. Inspiration.



North Ayrshire Council  
Comhairle Siorrachd Àir a Tuath

# Contents

## Section 1: Employment General

- 1.1 [Continuous Service](#)
- 1.2 [Continuous Employment with NHS Scotland](#)
- 1.3 [Medical Requirements](#)
- 1.4 [Health, Safety and Welfare](#)
- 1.5 [Politically Restricted Posts](#)
- 1.6 [Periods of notice for termination of employment](#)
- 1.7 [Retirement from the Council](#)

## Section 2: Hours of Work

- 2.1 [Contractual Hours of Work](#)
- 2.2 [Working Arrangements](#)
- 2.3 [Inclement Weather](#)

## Section 3: Grades and Pay

- 3.1 [Pay](#)
- 3.2 [Definition of a day's pay](#)
- 3.3 [Application of Pay Grades](#)
- 3.4 [Payment of Increments](#)

## Section 4: Overtime Working

- 4.1 [Conditions for overtime working](#)
- 4.2 [Hours worked](#)
- 4.3 [Payment](#)
- 4.4 [Travel time](#)
- 4.5 [Compensatory time off in lieu \(TOIL\)](#)
- 4.6 [Overtime payment rates](#)

## Section 5: Pay Allowances

- 5.1 [Introduction](#)

- 5.2 [Non-core time allowances](#)
- 5.3 [Standby duty and allowances](#)
- 5.4 [Disturbance and call out payments](#)
- 5.5 [Wedding duty payments](#)
- 5.6 [Responsibility allowance](#)
- 5.7 [First aid allowance](#)
- 5.8 [Market force supplement](#)
- 5.9 [Sleeping in allowance](#)
- 5.10 [Availability allowance for social workers based on the Isle of Arran](#)
- 5.11 [Mental Health Officer \(MHO\) allowance](#)

## **Section 6: Annual Leave and Public Holidays**

- 6.1 [Introduction](#)
- 6.2 [Annual leave year](#)
- 6.3 [Public holidays](#)
- 6.4 [Employees working compressed hours and annualised hours](#)
- 6.5 [Employees working part-time hours](#)
- 6.6 [Employees working term time](#)
- 6.7 [Employees working non-standard working patterns/shift patterns](#)
- 6.8 [Accrual of leave](#)
- 6.9 [Annual leave on leaving employment](#)
- 6.10 [Authorisation of annual leave](#)
- 6.11 [Gross misconduct dismissals](#)
- 6.12 [Annual leave and sick pay](#)
- 6.13 [Public holidays](#)
- 6.14 [Working on a public holiday](#)
- 6.15 [Annual leave for working overtime](#)

## **Section 7: Sickness Allowances**

7.1 [Introduction](#)

7.2 [Sickness allowance](#)

## **Section 8: Travel Expenses and Payments for Subsistence Scheme**

8.1 [Travel expenses and payments](#)

8.2 [Allowances](#)

8.3 [Payment of subsistence](#)

8.4 [Travelling and subsistence expenses for journeys outside of the council area with an elected member of the council](#)

8.5 [Excess travelling expenses scheme](#)

## **Appendices**

- Appendix A – Pay and Grading Structure
- Appendix B – Other Pay Allowances
- Appendix C – Annual Leave Calculation for Non-Standard Working Patterns
- Appendix D – Part Year Annual Leave Calculations
- Appendix E – Term Time Workers Annual Leave Calculator
- Appendix F – Travelling Expenses & Payment for Subsistence Scheme Rates

## **Related Documents**

- The Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999
- HR Guide: Politically Restricted Posts
- HR Guide: Responsibility Allowance
- Ad hoc Travel Form

## Version Control

| Version Number | Effective Date   | Details of Last Revision  |
|----------------|------------------|---|
| 1.2            | 1 November 2015  | Updated on to new forms template, and other legislation and 'plain English' updates in conjunction with trade unions          |
| 2              | 26 October 2017  | Removal of all appendices from main T&C document. Now created as separate stand-alone documents                               |
| 2.1            | 24 July 2019     | Update reference to Chris to 'HR Payroll System' and minor terminology changes  |
| 2.2            | 31 October 2019  | Internal Audit recommendation - updated to include details of Mental Health Officer (MHO) payment at section 5 and Appendix B |
| 2.3            | 19 December 2020 | Transferred onto Accessibility Policy Template  |
| 2.4            | 16 April 2021    | Updated to replace reference to Maximising Attendance to Wellbeing@Work   |
| 2.5            | 20 January 2022  | Updated links to new Connects   |
| 2.6            | 28 January 2022  | Update to Excess Travel to reflect Agile Workstyles, and claiming for Electric Vehicle Mileage                                |
| 2.7            | 20 April 2022    | Insert reference to Wedding Duty Payments   |
| 2.8            | 15 June 2022     | Updated to clarify rate of pay for additional hours worked up to 37 hours per week  |
| 2.9            | 4 November 2022  | Updated annual leave entitlements following agreement of pay award for 22/23.   |
| 3              | 30 November 2023 | Added in paragraph in relation to Car Scheme  |
| 3.1            | 11 April 2024    | Updated in line with Accessibility Regulations  |

Prepared by: HR Team

# Terms and Conditions of Employment for Local Government and Craft Employees

## Parties to the Agreement

The terms and conditions of employment for Local Government Employees of North Ayrshire Council (those employees previously designated as Manual Workers, APT & C Staff and Craft Employees) are as agreed between North Ayrshire Council and its recognised trade unions, UNISON; UNITE and GMB. These terms and conditions incorporate the collective agreements of the Scottish Joint Council (SJC) for Local Government Employee, as appropriate and any locally agreed terms and conditions of employment. The parties to this agreement agreed that from 2 April 2008, and at a subsequent review (detailed above), the terms and conditions of employment set out in this document will apply and replace the previous agreement entitled the Terms and Conditions of Employment for All North Ayrshire Employees (except Teaching Staff).

## Contracts of employment

These agreements form the basis of an employee's contract with North Ayrshire Council and as such employees are bound by any changes agreed from time to time by negotiation between the parties to the agreement.

Changes to the terms and conditions of employment will either be put in writing directly to the employee or by amendments to this document, or by such other method as deemed appropriate.

## Statement on Trade Union Recruitment

North Ayrshire Council fully supports the SJC statement of 24 January 2007 which notes:

1. The Trade Union Side of the Scottish Joint Council (SJC) is made up of representatives of UNISON, GMB and UNITE and they are empowered to enter into negotiated agreements with the Employers for all staff covered by the SJC agreement.
2. It is accepted good industrial relations' practice that recognised unions should be able to speak for the majority or at least a significant proportion of the employees they represent.
3. It is, therefore, important both to ensure the effectiveness of the SJC and that the Trade Union Side is fully representative of the workforce that these trade unions have the opportunity to recruit amongst the employees they represent and that they are able to demonstrate that they speak with the authority of these employees.
4. Employers are, therefore, reminded of the need to consider reasonable requests and to grant reasonable facilities to the recognised unions to conduct recruitment events.
5. Further information is available on Connects.

## 1. Employment General

### 1.1 Continuous Service

- 1.1.1 Your service for the purposes of determining your entitlement to unfair dismissal and written reasons for dismissal counts from your start date with North Ayrshire Council.
- 1.1.2 Your service for the purposes of determining your rights to annual leave, sick pay, maternity and other statutory leave/pay (if appropriate), periods of notice and redundancy, counts from your start date with North Ayrshire Council, or earlier for occupational entitlements if you provide evidence of any prior "Continuous Service" with a Public Authority which is listed in the following document:

Redundancy Payments (Local Government) (Modification) Order 1999 (as amended)

### 1.2 Continuous Employment with NHS Scotland

- 1.2.1 **From 1<sup>st</sup> November 2015** the Council will recognise continuous employment service with NHS Scotland bodies as continuous service for entitlement to annual leave, occupational sick pay, and maternity / paternity / adoption benefits (but not for statutory employment rights, notice periods or redundancy). This will apply to all new appointments (effective from 1<sup>st</sup> November 2015), subject to there being no break in service between employment with NHS Scotland and North Ayrshire Council.
- 1.2.2 **Prior to 1<sup>st</sup> November 2015** employees of NHS Ayrshire and Arran who are recruited to the Council from NHS Ayrshire and Arran with no break in service will be entitled to count their service with NHS Ayrshire and Arran for the purposes of calculating their entitlements with North Ayrshire Council for Annual Leave, Sick Leave/Pay, Maternity Leave/Pay, Adoption Leave/Pay and Paternity Leave/Pay. Periods of employment with NHS Ayrshire and Arran broken by service with any other part of the Health Service will not count for the purposes of this clause.

### 1.3 Medical Requirements

- 1.3.1 Prior to starting employment with the Council an employee must satisfy any medical requirements for the post, which will be determined by the nature and duties of the post. Preferred candidates are therefore required to complete a health questionnaire which must be deemed satisfactory, as detailed in the contract of employment.
- 1.3.2 False information or withholding of any material information that is submitted on the health questionnaire may lead to withdrawal of the offer or dismissal from the Council's service.
- 1.3.3 North Ayrshire Council also reserves the right to require any employee to undergo a full medical examination and any other investigation deemed appropriate, either pre-entry or any time during their employment. Failure to

attend a medical examination and/or other investigation without reasonable cause may lead to disciplinary action up to and including dismissal.

## **1.4 Health, Safety and Welfare**

- 1.4.1 North Ayrshire Council has a duty to comply with the law governing the health, safety, and welfare of all its employees, including the conditions under which they work and the provision and maintenance of necessary protective clothing.
- 1.4.2 An employee has a duty to take care of themselves and others affected by their activity at work and to co-operate with North Ayrshire Council's actions taken to meet their duties under the relevant Regulations.
- 1.4.3 An employee is required to abide by all relevant Regulations, Policies, Procedures and Practices adopted by North Ayrshire Council.

## **1.5 Politically Restricted Posts**

- 1.5.1 Within North Ayrshire Council, certain posts fall into the category of being “politically restricted” which imposes statutory limitations on the political activities of the post holder.
- 1.5.2 The Local Government and Housing Act 1989, and the Local Governance (Scotland) Act 2004 place restrictions on an employee within their contract of employment, who holds a politically restricted post.
- 1.5.3 Employees who hold a politically restricted post are contractually bound by this legislation.
- 1.5.4 Further details are contained in HR Guide: Politically Restricted Posts.

## **1.6 Periods of notice for termination of employment**

- 1.6.1 The period of notice required to terminate employment will be clearly defined in the employee’s contract of employment.

### **1.6.2 By the Employee**

The minimum period of notice to terminate employment given by an employee will be the ordinary period from one pay period to the next. However, for employees who hold a post at Grade 10 or above 12 weeks’ notice is required.

### **1.6.3 By the Employer**

In accordance with and subject to the provisions contained within the Employment Rights Act 1996 (as amended), the following periods of notice will apply to terminate employment:



| <b>Period of Continuous Service</b>    | <b>Minimum period of Notice given by the Council</b> |
|--|--|
| 4 weeks or more but less than 2 years  | One week   |
| 2 years or more but less than 12 years | One week for each year of continuous employment      |
| 12 years or more                       | 12 weeks   |

1.6.4 The Council may make a payment in lieu of notice, in certain circumstances, should employment be terminated by the Council.

## **1.7 Retirement from the Council**

1.7.1 The Council does not operate a specified retirement age.

1.7.2 However, if an employee is a member of the Local Government Pension Scheme they can retire at their normal pension age or later and obtain full access to the benefits acquired. If an employee wishes to retire from the Council and gain timely access to their accrued benefits, they are advised to give a minimum period of four months' notice in writing, which will allow the Local Government Pension Scheme time to process their pension before retirement.

1.7.3 For those employees who are not members of the Local Government Pension Scheme, they must give notice in line with the normal notice periods given above.

## **2. Hours of Work**

### **2.1 Contractual Hours of Work**

2.1.1 The number of contractual weekly hours of work are specified in the offer of appointment and written statement of particulars.

2.1.2 Contractual working hours will normally be up to five days per week worked during the period Monday to Sunday of any week. The contractual working hours do not include unpaid rest/meal breaks and the hours of work will be arranged to meet the requirements of the Service.

### **2.2 Working Arrangements**

2.2.1 The arrangement of the working week shall be determined by North Ayrshire Council in consultation with the recognised unions. These arrangements may involve work patterns covering all seven days of the week, 24 hours per day comprising day and shift work patterns, subject to:

- (i) An employee's working time (including overtime) not totalling more than 48 hours per week averaged over the agreed reference period of two fixed periods of 26 weeks each year commencing 1st January and 1st July
- (ii) An employee choosing to agree to be excluded from a 48-hour weekly limit.

## **2.3 Inclement Weather**

- 2.3.1 When, in the opinion of the appropriate officer of the Council, taking guidance from Corporate Health & Safety, work cannot be satisfactorily performed on account of the weather, an employee who has reported for duty and has been instructed by such officer not to commence work, or having commenced work, to cease, will be paid for the whole day, night or shift, as appropriate.
- 2.3.2 When the Council provides appropriate protective clothing, an employee shall be required to continue at work during inclement weather, unless instructed to stop.
- 2.3.3 The foregoing provisions will not preclude an employee from being transferred to other work of a similar general nature to their ordinary employment, for the period of the inclement weather.

## **3. Grades and Pay**

### **3.1 Pay**

- 3.1.1 Annual contractual earnings will be determined by applying the respective hourly rate to the contractual hours of the post.
- 3.1.2 All hours worked up to 37 hours per week, whether contractual or non-contractual, will be paid at the basic hourly rate from 00.01 hours to 24.00 hours, Monday to Sunday, inclusive.
- 3.1.3 Details of the grades and hourly rates are contained in Appendix A.

### **3.2 Definition of a day's pay**

- 3.2.1 A day's pay is determined by the contracted daily hours of work multiplied by the employee's hourly rate of pay and includes any contractual payments or allowances.

### **3.3 Application of Pay Grades**

- 3.3.1 Placing will normally be on the first point of the grade. Placing beyond this point will only be in exceptional circumstances and must be approved by the Head of Service.

### **3.4 Payment of Increments**

- 3.4.1 Annual increments shall be granted to an employee from 1 April each year until the maximum hourly rate of the grade is reached. Application of increments for a new entrant to the Council and an employee appointed to a higher graded post:
- Between 1 October and 31 March of the following year, will be entitled to an increment after 6 months service in that post (i.e. entered service 15 October, increment payable from 15 April, the following year) and thereafter on 1 April.
  - Between 1 April and 30 September will be entitled to an increment on the 1 April of the following year.

## **4. Overtime Working**

### **4.1 Conditions of Overtime Working**

- 4.1.1 Work in excess of an employee's contractual hours of duty should be discouraged, particularly a requirement to consistently work overtime.
- 4.1.2 However, where it is unavoidable for an employee to work more than their contractual hours, all hours worked in excess of 37 hours per week or the employee's contractual hours, whichever is the greater, will be paid at the appropriate overtime premium rate as detailed in section 4.6 below. All hours worked up to 37 hours per week will be paid at the employee's normal rate.

### **4.2 Hours Worked**

- 4.2.1 Only work of half an hour or more greater than an employee's contracted hours on any one day will qualify as overtime. Such qualifying hours worked will be aggregated for each week and only completed half hour periods will be counted. Employees who work under a flexible working hours scheme, must 'clock out' prior to conducting overtime.
- 4.2.2 Example: an employee working 40 minutes beyond their daily contracted hours on each of Monday, Tuesday and Thursday will qualify for three times 40 minutes of overtime entitlement i.e. 2 hours.

### **4.3 Payment**

- 4.3.1 To be eligible for payment for overtime working, an employee must be on a salary scale point up to and including the fourth point of grade 10.
- 4.3.2 An employee on grade 11 and above will not receive payment for overtime except where agreed in advance by the Head of Service/ Executive Director, and such payment will normally be limited to the top point of grade 10.

### **4.4 Travel Time**

- 4.4.1 An employee is not entitled to be paid overtime for travelling time or to travel to or from their work location.

## 4.5 Compensatory time off in lieu (TOIL)

- 4.5.1 An employee on a salary scale point up to and including grade 10 may, as an alternative to payment, request to take compensatory time off in lieu. Such time off in lieu will be without enhancement and apply to all overtime hours which are worked in any week.
- 4.5.2 An employee on grade 11 and above will receive compensatory time off in lieu, without enhancement, for all overtime hours worked unless exceptional circumstances as noted in clause 4.3 apply.

## 4.6 Overtime Payment Rates

- 4.6.1 All hours worked up to 37 hours per week (or contractual hours if higher) will be paid at the basic hourly rate.
- 4.6.2 Overtime premium rates will apply to all hours worked in excess of 37 hours per week, or contractual hours where those exceed 37 hours.
- 4.6.3 The overtime premium rates payable for those hours worked in excess of 37 hours per week, or contractual hours where those are greater than 37 hours are as undernoted:

| Days/Time Payable                              | Overtime Rates   |
|--|--|
| a) Monday to Saturday, Rest/Free Day           | time and one half<br>(i.e. one and a half times the hourly rate) |
| b) Sunday                                      | double time (i.e. two times the hourly rate)                     |
| c) Public Holidays*                            | double time (i.e. two times the hourly rate)                     |
| d) Hours worked between midnight and 6.00 a.m. | double time (i.e. two times the hourly rate)                     |

\*See section 6 for the annual leave terms and conditions relating to scheduled work on a public holiday

- 4.6.4 Overtime working on a public holiday beyond the normal shift hours will be paid in accordance with the provisions above
- 4.6.5 All overtime working must be appropriately authorised in advance, including the method of recompense i.e. time off in lieu or payment.

## **5. Pay Allowances**

### **5.1 Introduction**

- 5.1.1 Pay allowances will be paid to eligible employees in addition to their basic rate of pay when the relevant qualification criteria set are met.
- 5.1.2 When an employee ceases to undertake the work for which a pay allowance is paid, then the pay allowance will be terminated.

### **5.2 Non-Core Time Allowances**

#### **5.2.1 Unsocial Hours Payment**

- (a) For the first year of receiving an unsocial hours allowance, the employee will receive a forecasted allowance. When an employee is paid a pay allowance, the working arrangements will be reviewed at least annually to confirm that the level of allowance is applicable to the working arrangement. Where the working arrangement is changed so that the allowance value should be increased or decreased, then that change will be effective immediately, commensurate with the change in the working arrangements.
- (b) Entitlement to an unsocial hour's payment, in addition to contractual basic pay, will be determined by reference to the Non-Core Working Times which are before 6.00am and after 7pm (Monday to Friday), and all-day Saturday and Sunday. The unsocial hours allowance will apply where contractual hours are worked out with the Core Time period from 06.00hours and 19.00 hours, Monday to Friday.
- (c) Unsocial hours allowance will apply where part or all of an employee's contractual hours are worked during the non-core time period from 19.00 hours to 06.00 hours, Monday to Friday and on Saturdays and Sundays subject to the total contractual hours worked during the non-core time period equalling or exceeding 150 hours per annum (pro-rated for part time employees).
- (d) Where the work pattern is a static night shift or rotating shift for which a shift allowance is paid (see clauses at 5.2.2 and 5.2.3), then there will be no entitlement to an unsocial hours payment.
- (e) The contractual unsocial hours' allowance will apply to all hours worked up to 37 hours per week, or contractual hours, whichever is the greater, after which overtime premium rates only will apply. The unsocial hours allowance will be payable in addition to basic pay. The contractual unsocial hours allowance will apply for the calculation of sickness, holiday, maternity, and adoption pay.
- (f) The unsocial hours rate paid will depend on the annual non-core hours worked, as per the table below.

PUBLIC INFORMATION

| <b>Code</b> | <b>Annual<br/>Non-core Hrs</b> | <b>Allowance<br/>% of basic hourly rate</b> |
|-------------|--------------------------------|---|
| NCA         | 1099 +                         | 15  |
| NCB         | 828 – 1098                     | 12  |
| NCC         | 577 – 827                      | 10  |
| NCD         | 351 – 576                      | 8   |
| NCE         | 150 – 350                      | 6   |

- (g) To determine the unsocial hours allowance level payable to a part time or job share employee whose normal working pattern requires attendance outside of core time, the following formula shall apply:

Annual unsocial hours times 1931.4 equals Annual Contract Hours

### 5.2.2 Static Night Shift Payment

An employee on static night shift, whose normal contractual work pattern is worked wholly between 8.00pm and 8.00am and whose shift begins prior to and extends beyond 12 midnight, will receive the following payment in addition to basic pay.

| Payment Type       | Rate                        |
|--------------------|-----------------------------|
| Static Night Shift | 33.33% of basic hourly rate |

The night shift payment will apply to all hours worked up to 37 hours per week or contractual weekly hours, whichever is the greater after which overtime premium rates only will apply.

### 5.2.3 Rotating Shift Payment

An employee on a shift pattern that rotates through 24 hours and includes a night shift will receive the following in addition to basic pay.

| Payment Type           | Rate                     |
|------------------------|--------------------------|
| Rotating Shift Payment | 17% of basic hourly rate |

The rotating shift payment will apply to all hours worked up to 37 hours per week or contractual weekly hours, whichever is the greater after which overtime premium rates only will apply.

## 5.3 Standby Duty and Allowances

- 5.3.1 The operation of a system of standby duty at an employee's home will be a matter for determination by the Council.
- 5.3.2 An employee when on standby duty, after completion of the normal day's work, will be available for immediate call-out for duty, if and when required, at any time out with normal working hours.
- 5.3.3 A standby duty allowance shall be made for each complete week of standby duty actually performed. Payment will also be made for broken periods of standby duty.
- 5.3.4 An employee required to standby on a public holiday shall be paid an allowance for the 24-hour period and shall be granted a day off with pay at a later date whether called out or not on the public holiday. Public holiday dates are issued by People Services annually.
- 5.3.5 Standby Duty Allowances will not be paid during periods of leave (including sickness absence).
- 5.3.6 Standby duty allowances are contained in Appendix B.

## 5.4 Disturbance and Call Out Payments

- 5.4.1 An employee undertaking standby duty, who is contacted or called out in accordance with the agreed arrangements, will be paid on the following basis:
- (a) For each occasion on which the employee is contacted and which results in the exercise of skills for which the standby duty is required, either at the employee's home or elsewhere, a payment as shown in the Appendix B will be paid. An employee will, however, only be entitled to one such payment within each period of two hours, commencing with the start of the standby session.
  - (b) Where an employee becomes entitled to a payment as above and, where that or subsequent disturbance or call out is in excess of one hour, the employee will be entitled to further payment for the whole of the period of disturbance or call-out at the appropriate overtime rates i.e. plain time rate up to 37 hours per week or contractual hours of work whichever is the greater.

## 5.5 Wedding Duty Payments

- 5.5.1 An employee undertaking wedding ceremonies and/or escorting/assisting at weddings provided via North Ayrshire Council Registrar Services as part of their role during a public holiday or weekend, will be paid a one-off payment as shown in Appendix B.

## 5.6 Responsibility Allowance

- 5.6.1 An employee who is temporarily required and authorised to undertake some or all of the duties and responsibilities of an established post, at a grade of which is higher than the employee's own grade, may be eligible to receive payments in respect of undertaking these duties subject to certain terms and conditions.
- 5.6.2 Please see the HR Guide: Responsibility Allowance for further details.

## 5.7 First Aid Allowance

- 5.7.1 An employee who is required by the Council to hold a current certificate in first aid shall be paid an allowance as shown in Appendix B. The allowance will be paid in respect of all contractual hours but will not be taken into account in the calculation of overtime premium or non-core time payments.
- 5.7.2 First Aid Allowance will be taken into account in calculating the payment for annual leave, sickness allowances, maternity and adoption pay.
- 5.7.3 The Allowance will cease with immediate effect when an employee is no longer required to perform the First Aid duty or no longer possesses a valid first aid certificate.
- 5.7.4 The allowance will be indexed in accordance with SJC guidance from the Scottish Joint Council.



5.7.5 The First Aid Certificates required are those approved by the Health and Safety Executive for the purpose of the Health and Safety (First Aid) Regulations 1981.

## **5.8 Market Forces Supplement**

5.8.1 In exceptional circumstances, where the salary grade attached to a post is below the rate for the same occupation in the open market and as a result it can be clearly demonstrated that the Council is encountering difficulty in recruiting or retaining staff, a market force supplement may be paid. A market force supplement will only be payable after evidence gained from full and detailed research. The supplement would be subject to review every 18 months and if justification for the payment no longer existed or no longer existed at the previous level, the employee would be given 3 months' notice of the cessation/adjustment of the allowance and no preservation will apply.

## **5.9 Sleeping in Allowance**

5.9.1 Staff employed within North Ayrshire Council who are required to carry out a sleep-in duty, defined as, a span of duty on site commencing at 23.00 and ending at 07.00 the following day; where the employee although not working remains on site in a facility provided by the Council and is regarded as being available for work, and there is an expectation that they will commence duties should the need arise will be paid the amount as outlined in Appendix B.

## **5.10 Availability Allowance for Social Workers based on the Isle of Arran**

5.10.1 Social Workers based on the Isle of Arran will be paid an annual amount as outlined in Appendix B.

## **5.11 Mental Health Officer (MHO) Allowance**

5.11.1 Employees in the HSCP required to undertake the responsibility of Mental Health Officer will be paid an annual amount outlined in Appendix B. This amount will be reviewed annually. Where the responsibility ceases the payment will cease with immediate effect.

# **6. Annual Leave and Public Holidays**

## **6.1 Introduction**

6.1.1 Annual Leave Entitlement for an employee is dependent upon their length of continuous Public Authority Service as detailed in Section 1.

## **6.2 Annual Leave Year**

6.2.1 The Annual Leave year will be 1 January to 31 December. An employee who commences employment on or before the 9 January will be entitled to the full complement of annual leave for the complete leave year.

- 6.2.3 There is no entitlement to the carryover of leave from one leave year to another except for:
- residual leave which may at management discretion be taken up to 31 January of the following year; and
  - employees returning from a period of maternity/adoption/shared parental leave who may carry forward annual leave to the next year.
  - employees who have been absent due to long term sickness can carry leave over to the 31 March to support a phased return to work.

### 6.3 Annual Leave Entitlements

6.3.1 An employee working the full-time hours designated for their post will be entitled to the annual leave as shown in the table below:

| Length of Service at Commencement of Leave Year | Annual Leave and Public Holiday Entitlement for all Local Government Employees | Total Number of Days |
|---|--|----------------------|
| Less than 5 Complete Years                      | 21 days (and 12 public holidays either fixed or floating)                      | 33 days              |
| 5 Complete Years but less than 10               | 26 days (and 12 public holidays either fixed or floating)                      | 38 days              |
| 10 Complete Years or more                       | 29 days (and 12 public holidays either fixed or floating)                      | 41 days              |

6.3.2 Employees working less than the full-time hours for the post will receive a pro rata entitlement based on their contractual hours as noted in clause 6.5.

6.3.3 An employee who reaches 5 or 10 years' service on or before 9th January will be entitled to receive the enhanced amount for that year, i.e. they do not have to wait for the next complete year.

### 6.4 Employees working Compressed Hours and Annualised Hours

6.4.1 An employee who works Compressed Hours or Annualised hours will receive the annual leave entitlement noted above and this must be expressed as hours. Details are contained in Appendix C.

### 6.5 Employees working Part-Time Hours

6.5.1 The annual leave entitlement of an employee who works part-time will be calculated using a formula based on the contractual weekly hours worked.

The calculation is as follows:

**Weekly contracted hours times Full time annual leave entitlement (hours) equals Full time weekly hours**

A worked example is contained in Appendix C.

## 6.6 Employees working Term Time

6.6.1 A Term Time employee normally works 190 or 195 days and is entitled to annual leave based on these working days.

6.6.2 The annual leave is converted into a monetary amount at the employee's contracted hourly rate and paid as part of the employee's annual contractual earnings. These earnings are paid in equal instalments throughout the whole year in accordance with the employee's pay frequency.

6.6.3 Employees must take their annual leave during school holiday periods. The table below shows the accrual rate for term time employees' annual leave.

| Service                   | Accrual Rate of Leave (190 day) | Accrual Rate of Leave (195 day) |
|---------------------------|---------------------------------|---------------------------------|
| Up to 5 years' service    | 0.1474*                         | 0.1446                          |
| 5 to 10 years' service    | 0.1704                          | 0.1703                          |
| 10 years and over service | 0.1863                          | 0.1862                          |

### Example

195 working days (with up to 5 years' service)

195 times 0.1446 equals 28.20 days leave

195 add 28.20 equals 223.20 days paid

Weeks to be paid equals 223.20 divided by 5 equals 44.64 weeks per year

All employees receive a minimum of 28 days statutory annual leave. The full method of calculation is contained in Appendix E Term-Time Annual Leave and Pay Calculation.

## **6.7 Employees working Non-Standard Working Patterns / Shift Patterns**

6.7.1 An employee who works non-standard working patterns (for example 4 on 4 off) will receive the annual leave entitlement noted above and this must be expressed as hours. Details are contained in Appendix C.

## **6.8 Accrual of Leave**

6.8.1 On commencement of employment, annual leave entitlement will be credited/ calculated for the period from the start date to 31 December (employee will accrue one twelfth of their annual leave entitlement, inclusive of public holidays). Details are contained in Appendix D. Subsequent years Annual Leave will be calculated for full year as per 6.3 or Appendix C for Non Standard working patterns.

6.8.2 This is subject to repayment of any leave taken but not accrued at time of termination of employment with the Council.

6.8.3 An employee who is not a term time employee, will be entitled to take their full leave entitlement for each leave year at any time in that leave year subject to mutual agreement with management who for operational reasons, may, with reasonable notice, prohibit the taking of leave during certain periods.

6.8.4 An employee who is employed on a term time basis will only be permitted to take their annual leave during non-term time periods.

## **6.9 Annual Leave on Leaving Employment**

6.9.1 The annual leave entitlement of an employee leaving the Council will be proportionate to their completed service during the year. An employee should take this leave before termination of employment (except gross misconduct dismissal at 6.10 below). Where an employee has taken more annual leave than their pro-rata period of employment entitles them, the Council will recover payment from the employee when they end their employment. Where the employee has not taken their full entitlement, the Council will make a payment in lieu of the untaken portion.

6.9.2 The method of calculating leave entitlement for pro-rata periods is contained in Appendix D.

## **6.10 Authorisation of Annual Leave**

6.10.1 Annual leave must be authorised, in advance, by a line manager or by someone designated as acting on their behalf and is subject to mutual agreement between the employee and his/her line manager.

6.10.2 An employee may take their full entitlement to annual leave, at any time in the leave year, subject to management:

- (a) Having the right to exclude the taking of leave at certain periods of the year and giving reasonable notice of such excluded periods.
- (b) Subject to service provision needs, and operational requirements

6.10.3 However, management must allow an employee the facility to take such leave at an alternative time of the year and where this cannot be agreed, management reserve the right to direct when the employee's leave will be taken in the annual leave year.

## **6.11 Gross Misconduct Dismissals**

6.11.1 Where an employee is dismissed for gross misconduct, they will only be credited with the appropriate annual leave entitlement set out in the Working Time Regulations (and not the Council's Annual leave entitlements) for the year in which the employee is dismissed and accrue leave proportionate to the period up to the date of dismissal. Thus, where the employee has an annual leave entitlement that is greater than a leave entitlement of under the Working Time Regulations, then these additional days are lost to the employee.

## **6.12 Annual Leave and Sick Pay**

6.12.1 Where an employee is absent due to sickness during all or part of their annual leave period, this will be regarded as sick leave provided the employee presents a medical certificate. The sick leave period will commence from the date specified by the GP.

## **6.13 Public Holidays**

6.13.1 In addition to Annual Leave employees are granted twelve public holidays, some of which may be fixed and some of which may be floating, to be taken in conjunction with local/operational agreements. A fixed public holiday that falls within a period of annual leave shall not count as part of that annual leave.

6.13.2 An employee who is sick on a fixed public holiday will not receive a day in lieu in respect of that day.

6.13.3 In addition to annual leave, employees with Non-Standard working patterns (i.e. Annual Leave calculated in hours) will receive public holidays pro rata to their hours of work and where a public holiday falls on the day the employee normally works then they must deduct the normal working hours from their entitlement total.

## **6.14 Working on a Public Holiday**

6.14.1 Employees who are required to work on a fixed public holiday will, in addition to payment for the day have the option of:

- Payment of the basic hourly rate of pay for all hours worked on the day plus time off with pay at a later date relative to duration of attendance (see 6.14.2 and 6.14.3)

or

- Double time for all hours worked in complete recompense at the discretion of the Service.

6.14.2 When the time worked is less than 4 hours – half day / half shift off

6.14.3 When the time worked is 4 hours or more – full day / full shift off

6.14.4 The appropriate payment must be agreed between the line manager and the employee prior to the work being undertaken.

## **6.15 Annual Leave for Working Overtime**

6.15.1 Employees (except term time employees) working overtime will be paid 8.3% on top of the hourly rate as payment for annual leave for any overtime hours worked.

# **7. Sickness Allowances**

## **7.1 Introduction**

7.1.1 When absent due to sickness or injury an employee will normally receive two categories of payment.

7.1.2 Subject to satisfying the eligibility conditions, an employee will receive either Statutory Sick Pay (SSP) from the authority in accordance with the Social Security Contributions and Benefits Act 1992 as amended, or Employment and Support Allowance (ESA).

7.1.3 In addition, North Ayrshire Council Sickness Allowance may be payable subject to qualifying conditions. Occupational Sickness Allowance for an employee is dependent upon their length of continuous Public Authority Service as listed in the Redundancy Payments (Local Government) (Modifications) Order 1999, as amended.

## **7.2 Sickness Allowance**

The provisions relating to Sickness allowance payable by the Council are set out below. The allowance is inclusive of any Statutory Sick Pay which an employee may receive and is subject to a range of conditions, some of which are additional to those applying to the statutory payments.

### **7.2.1 Payments and Periods of Entitlement**

Where the qualifying conditions set out are satisfied, entitlement to sickness allowance will depend on the length of qualifying service as shown below:

| <b>Service at Commencement of Absence Allowance</b> | <b>Full Allowance</b> | <b>Half Allowance</b> |
|---|-----------------------|-----------------------|
| Less than 26 weeks                                  | Nil                   | Nil                   |
| 26 weeks or more but less than 1 year               | 5 weeks               | 5 weeks               |
| 1 year but less than 2 years                        | 9 weeks               | 9 weeks               |
| 2 years but less than 3 years                       | 18 weeks              | 18 weeks              |
| 3 years but less than 5 years                       | 22 weeks              | 22 weeks              |
| 5 years or more                                     | 26 weeks              | 26 weeks              |

### 7.2.2 Discretionary Elements

In exceptional cases, the Council shall have the discretion to extend the period of full allowance or half allowance provided.

In addition, on exhaustion of sick pay entitlement, the Council shall have the discretion to allow unpaid leave of absence, to a normal maximum of 6 months absence, subject to review at monthly intervals.

The exercise of the Discretionary Elements of Sick Leave and Allowances will be subject to the approval of the Head of Service with the remit of HR.

### 7.2.3 Exclusion from entitlement

There is no entitlement to sickness allowance where an employee:

- has less than 26 weeks continuous service
- fails to satisfy or to continue to satisfy the notification or certification requirements
- goes sick during a stoppage of work at the place of employment due to a trade dispute\*, unless the employee has not taken part in the trade dispute and has no direct interest in it. \*Where the absence is not supported by a Statement of Fitness for Work.
- on the first day of sickness has already exhausted sickness allowance entitlement
- on the first day of sickness is in legal custody

### 7.2.4 Cessation of Entitlement

Payment of sickness allowance ceases when an employee:

- is certified to return to work
- exhausts the entitlement shown in the above tables relating to Periods of Entitlement
- is absent on maternity leave
- has had their employment terminated or has terminated their employment
- is taken into legal custody

#### **7.2.5 Suspension of Entitlement**

Sick pay may be suspended if an employee abuses the sickness scheme or is absent on account of:

- sickness due or attributable to deliberate conduct prejudicial to recovery
- employee's own misconduct or neglect
- active participation in professional sport
- injury while working in the employee's own time on their own account for private gain or for another employer

The Council will advise the employee of the grounds for suspension of sick pay entitlement and the employee will have a right of appeal to the appropriate committee of the Council.

#### **7.2.6 Obligation to Provide Information**

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

- the conditions for the reporting of sickness as required by the Council
- the claiming of benefits
- the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

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

Where an employee has received payments based on erroneous information, the Council shall be entitled to recover such payments from the employee.

#### **7.2.7 Effect of Previous Sickness Absence on Sick Pay Allowance Method of Calculation**



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

#### **7.2.8 Full Allowance**

Where an employee is entitled to SSP, the full allowance will consist of a sum which, when added to the SSP payable shall secure an amount equal to full normal pay.

Where an employee becomes excluded from entitlement to SSP, the full allowance shall be a sum, which, when added to any benefits payable under the National Insurance Acts shall secure a sum equal to full normal pay.

#### **7.2.9 Half Allowance**

Where an employee is entitled to SSP, the half allowance shall be a sum equal to half normal pay added to the SSP to which the employee is entitled, so long as this sum does not exceed full normal pay.

Where an employee is excluded from SSP, the half pay shall be a sum equal to half normal pay, so long as this sum when added to any benefits payable under the National Insurance Acts does not exceed full normal pay.

#### **7.2.10 Reduced N.I. Contribution**

Where a woman has elected not to pay the full National Insurance contribution, this does not affect the calculation of the full or half allowance where she is receiving statutory sick pay.

Where a woman has elected not to pay the full National Insurance contribution and she has exhausted any entitlement to SSP, the full and half allowances shall be calculated by reference to the full National Insurance benefits to which she would have been entitled if she had not so elected.

#### **7.2.11 Definition of Pay**

The pay of an employee during sick leave will be the basic rate of pay and other contractual allowance payments that qualify for sickness allowances payments, relative to the contractual hours of work.

#### **7.2.12 Definition of days and periods of sickness**

Sickness allowance is payable in respect of days of sickness or part days of sickness on which an employee is contracted to work.

A day of sickness is a day on which the employee is deemed to be incapable by reason of some specific disease or bodily or physical/mental impairment

of doing work which can reasonably be expected to be done under the contract of employment. This includes days of absence from work due to an industrial injury or disease.

#### **7.2.13 Notification of Sickness Allowance Reduction**

When an employee's entitlement to full sickness allowance is exhausted, the employee will normally be informed, at least four weeks in advance of the date from which half allowance commences and the extent of the half allowance entitlement.

#### **7.2.14 Sickness or Disablement due to accident in the course of employment**

Where an employee is absent due to sickness or disablement as a result of an accident arising out of and in the course of their Council employment, or due to an industrial disease, the employee shall be entitled to a separate allowance calculated on the same basis as the sickness allowance.

The pay allowances in respect of normal sickness and absence due to industrial accident or disease are entirely separate but subject to the same qualifying conditions (except as noted in paragraph 7.20 below). Periods of absence in respect of one shall not count against the period of entitlement for the other.

An absence due to an accident shall only qualify for payment under this paragraph when an Incident Reporting Form approved for the purposes of the RIDDOR, as amended, is appropriate and has been completed, and in the subsequent investigation by the Council the facts so recorded are found to be accurate.

Every effort must be made to ensure that all accidents are recorded on an Incident Reporting Form including those where the employee, as a result of the accident, is unable to make the entry personally. In circumstances where no entry is made at the time of the accident, the Council should not unreasonably refuse payment of industrial injury allowance. The Council will need to carry out the required investigation into the accident to establish the accurate facts. If that investigation establishes that an accident took place arising out of or in the course of employment, the employee will nonetheless be entitled to the industrial injury allowance, despite the fact that the accident has not been recorded on an Incident Report.

#### **7.2.15 Absence due to an accident**

An employee who is absent as a result of an accident which has no connection with their employment shall be required to indicate whether it is intended to pursue a claim against a third party (i.e. not an employee of the Council) or insurer in respect of responsibility for that accident. Where no such intention is indicated, sickness allowance is payable in the normal way.

However, an employee who is successful in a claim for damages against a third party as the result of an accident will be required to re-pay any sickness allowance advanced, either in total or the proportion thereof represented in the amount of damages received. Any period of absence in such a case

where a refund of the advance is made in full shall not be reckoned against the employee's entitlement to Occupational Sick Pay.

#### **7.2.16 Absence due to notifiable infectious diseases**

An employee who is deemed to be incapable of work and is prevented from attending the place of employment because of contact with notifiable infectious diseases shall advise their line manager immediately and shall be entitled to full pay during absence, subject to the deduction from that full pay of any benefit payable. A period of absence on this account shall not be reckoned against the employee's entitlement to Occupational Sick Pay.

#### **7.2.17 Sickness during Annual Leave**

An employee who falls sick during a period of annual leave will be regarded as being on sick leave from the date of a doctor's Statement of Fitness for Work. Annual leave days will therefore only be reimbursed on provision of a medical certificate on presentation to the Line Manager. The cost of such a statement will not normally be met by the Council.

It is expected that when an employee falls sick during a period of annual leave the Council's notification procedures will be complied with.

#### **7.2.18 The effect of prolonged sickness on Annual Leave entitlement (Abatement of Leave due to Sickness)**

Where an employee has been absent through illness for a period exceeding three months, the Council will have the discretion to limit annual leave to the statutory minimum. The amount of abatement of annual leave would have to be proportional to the period of attendance in any one leave year.

Where an employee has been absent for more than 13 weeks and has less than 10 years' service, holiday entitlement will normally be adjusted on a pro-rata basis.

Where an employee has been absent for more than 13 weeks and has 10 years' service or more, full holiday entitlement will normally be granted.

#### **7.2.19 Taking Annual Leave during Sickness**

Employees are entitled to take, in full or in part, the appropriate balance of leave up to the statutory leave provision during a period of sickness absence. Where such leave is taken during a period of sickness absence, pay shall be the normal pay for each day (inclusive of Statutory Sick Pay and replacing Sickness Allowance).

Where a period of leave is substituted for a period of sickness absence, the substituted period shall not count towards the entitlement period of Sickness Allowance, but will count towards the entitlement for SSP.

Where a period of annual leave is taken during a period of sickness absence it will be counted as a period of sickness absence, therefore the period will be managed in accordance with the Council's Wellbeing@Work (Supporting Attendance Policy) Policy and Procedure.

N.B. Holiday entitlement which is not taken before the 31 January in the following holiday year will be forfeited.

#### **7.2.20 Sickness on a Public Holiday**

An employee who is absent due to sickness on a public holiday shall receive sickness allowance on that day provided they have not exhausted sickness allowance entitlement at that time. Where entitlement has been exhausted, no payment shall be made.

No substitute public holidays will be given.

#### **7.2.21 Medical Examination**

An employee will, if required, by the Council at any time, submit to a medical examination by a medical practitioner nominated by the council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable.

Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee, as nominated by the Council. Any costs associated with the examination(s) will be met by the Council.

#### **7.2.22 Notification and Certification requirements**

Employees must fulfil the following requirements to be entitled to SSP or sickness allowance (unless otherwise specified):

##### **Step 1 – Reporting Absence on Day 1**

Where an employee is prevented by sickness from reporting for duty the employee or some other person acting on their behalf shall notify the designated person within their service immediately or as soon as is practicably possible.

##### **Step 2 – Absence reaches a 4th day**

Where the absence continues to a 4th day, at that time the employee or some other person acting on their behalf shall notify the Council of the continuing absence and whether the period of absence is likely to continue beyond a seventh day. Where this is the case, the self-certificate should be sent to the employee by the Council for completion.

##### **Step 3 – Absence reaches 7 days**

Where the absence is for up to 7 days of incapacity for work or 7 days of sickness, the employee shall on their return to work complete a self-certification form.

##### **Step 4 – Absence extends beyond 7 days**

Where the absence extends beyond 7 days of incapacity for work or 7 days of sickness, the employee shall submit to the council a GP's Statement of Fitness for work to cover the period of absence beyond the 7 days.

Where an employee has been absent for more than 7 days, the first doctor's Statement of Fitness for Work shall be submitted to cover the days over 7 days, as well as a self-certification form to cover the first 7 days of absence.

Subsequent doctor's statements are submitted as necessary.

### **7.2.23 Non-compliance**

Where an employee fails to comply with the requirements of this section in respect of any day of sickness or a day of incapacity for work there shall be no entitlement to SSP or sickness allowance. In exceptional circumstances however, the Council will not withdraw entitlement to SSP or Sickness allowances where it considers that a reasonable explanation for non-adherence to notification procedures is presented.

Where notification is given on the first day, but not in accordance with above, the employee shall not be disentitled to SSP for that day for that reason only; the employee shall however, not become entitled to sickness allowance until the following day if the period of absence continues.

Where further notification is not given on the fourth day, in accordance with above, the employee shall not be disentitled to statutory sick pay from the fourth day of absence for that reason only; the employee shall, however, not again become entitled to sickness allowance until the day on which further notification is received.

An employee shall continue to be disentitled until the day of sickness or day of incapacity for work on which the employee satisfies the notification and certification requirements.

### **7.2.24 Statutory Sick Pay**

The conditions in respect of entitlement to and payment of SSP or National Insurance Sickness Benefit are set out in the relevant statutory regulations and Acts of Parliament.

### **7.2.25 Entitlement Conditions**

The conditions which have to be satisfied for entitlement to SSP can be found at [gov.uk/statutory-sick-pay](http://gov.uk/statutory-sick-pay).

## **8. Travel Expenses and Payments for Subsistence Scheme**

### **8.1 Travel Expenses and Payments**

North Ayrshire Council recognises that additional travelling expenditure will be incurred necessarily by employees in the performance of their official duties as part of their employment with North Ayrshire Council. This scheme provides the basic principles and guidelines on which a claim for travelling expenses may be based.

Expenses should be claimed on an ongoing monthly basis and submitted accurately and timeously. Managers will not normally approve any expenses which are more than 3 months old. N.B Where any exceptions are made this must be noted on the travel and expenses claim form and authorised/signed by the manager, e.g. 'claim over three months old approved due to long term sickness absence'.

Furthermore, full VAT receipts must be submitted for all expenses, fares, and fees e.g. parking, ferry tolls. Any claims not supported by receipts will be rejected and unpaid by payroll.

### **8.1.1 Designated Administrative Centre**

Prior to claims being authorised under the terms of this scheme, the Head of Service will nominate a single Administrative Centre for the employee. This Administrative Centre will normally be a Council establishment and will be determined by the operational requirements of the post.

Employees may be transferred for a temporary period to another location/site by their Head of Service. Provided the transfer does not exceed twelve months, the Administrative Centre will normally remain unchanged.

Should an employee be appointed for a temporary period to a different location following the internal/external advertising of the post, then the Administrative Centre will be changed to that location.

For those employees who do not have a fixed base or whose work is of a peripatetic nature i.e. undertaking duties within a given area and/or working out of a number of Council establishments, the Administrative Centre will require to be fixed by the Head of Service paying due regard to the geographical and service area and the operational requirements of the post.

Where an employee is authorised to commence and/ or finish work at a location other than the Administrative Centre, the employee should claim travelling expenditure in excess of that normally incurred in travelling from the employee's home to/from the Administrative Centre.

Should the employee have various locations to visit during the course of the day, then normal travelling expenses are payable. However, an employee must apply the condition in the paragraph above when claiming for the first and/or last location visited i.e. travelling expenditure normally incurred in starting and/or finishing at the designated place of work should be deducted.

### **8.1.2 Authorisation**

In the first instance, authority to participate in the Travelling Expenses and Payment for Subsistence scheme must be obtained from the employee's Head of Service or nominated Senior Officer.

Once additional expenditure in respect of travelling expenses/subsistence has been incurred, an employee should complete fully the Travel &

Expenses claim form available on the Council intranet and pass this to the nominated officer for the Service for verification.

Before approving the claim, the nominated officer should be satisfied that:

- the employee has the necessary authorisation to claim
- all journeys were approved
- any expenditure was incurred necessarily in accordance with the scheme
- the claim form has been completed correctly and accurately
- ensure receipts, general or public transport, where appropriate are attached
- car journeys have been shared, or the use of a 'Pool Car' has been considered, where possible
- the employee has the necessary business use insurance in place
- An employee can be instructed to make use of public transport or shared car arrangements, particularly where more than one employee is attending the same business event and/or for travel out with the Council area, where this is the most practicable mode of travel. Similarly, the employee's Head of Service may permit an alternative form of transport e.g. by air, where it is considered to be the most reasonable, convenient and effective mode of travel.

Thereafter, the form, duly verified by the nominated officer, certified for payment by an authorised signatory and with the necessary receipts attached if required, should be passed to Payroll where payment in accordance with the agreed arrangements will be made.

### **8.1.3 Travel by Car Outside of the Council Area**

Reimbursement of claims made in respect of car allowances will normally be restricted to travel within the Council area but a Head of Service or nominated Senior Officer may authorise an employee to travel by car outwith the Council area where this is seen as the most appropriate form of transport.

### **8.1.4 Authorisation for Visits outwith Scotland and overseas**

For travel outside of Scotland, an employee will be restricted to the most efficient form of public transport except in exceptional circumstances and subject to the approval of the Head of Service. The employee's Head of Service may authorise another form of transport e.g. by air, where this is seen as the most convenient and effective mode of travel.

For overseas visits, approval must be sought from the Chief Executive in advance of such a visit with the employee giving as much notice as is reasonably possible. Information must also be provided about the nature and duration of the visit. Prior to the journey being undertaken, the employee should liaise with the Head of Service with the remit of HR and the Head of Finance & Customer Services regarding reimbursement of expenses, money



advances required and that arrangements for insurance overseas is obtained.

### **8.1.5 Travelling Expenses and Overtime**

Employees authorised to undertake journeys in the performance of overtime will have their travelling expenses reimbursed subject to the following conditions:

- An employee called out or required to report outside of normal working hours may claim any expenditure incurred in travelling from home to the Administrative Centre or any other place of work and in returning home if the return journey is made outside of normal working hours.
- Should an employee voluntarily agree to work outside of normal working hours for which the appropriate payment is made or where alternatively time off in lieu is granted, no reimbursement in respect of additional expenditure incurred in travelling to and from work will be made.
- An employee whose salary is above the overtime ceiling (the fourth point of grade 10) and who is not paid or granted appropriate time off in lieu for work outside of normal working hours, may claim additional expenditure incurred in travelling from home to the place of work and in returning home if the return journey is made outside of normal working hours

## **8.2 Allowances**

### **8.2.1 Car, Motorcycle and Bicycle Allowances**

The Council operates a 'Carpool Scheme'. Employees should consider using a 'Pool Car' in the 1st instance, where possible.

An employee who is authorised by the Director or Head of Service to use his/her car, motorcycle or bicycle shall be granted the allowances in accordance with HMRC Rates for Car, Motorcycles and Bicycles set out in Appendix F. These allowances may be amended from time to time.

Where an employee uses a private Electric Vehicle (EV) for work purposes, they will be able to claim Traveling Expenses. The rates set in Appendix F for Petrol and Diesel cars will apply to EVs. Claims for EVs can be done so through the same methods as Petrol and Diesel cars, providing appropriate evidence. Where an EV is charged using a home port, a copy of the employee's domestic electricity rate should be provided alongside the other documents. The invoice does not have to be itemised but must cover the relevant dates of travel.

Bicycle Allowance cannot be claimed by employees whilst they are making payslip deductions towards a bike purchased via the Council's 'Cycle to Work Scheme'. This is in accordance with HMRC regulations.

The use of bicycles for business travel will be subject to management discretion for individual journeys. The bicycle journey must be practical and be under 10 miles return duration per day, and not during adverse weather conditions. Where authorisation is not given on the use of bicycles for



business travel, the most appropriate alternative mode of transport should be used.

It is the employee's responsibility to ensure that they are fit to use a bicycle for business travel and that cycling would not exacerbate any illness or condition, and that the bicycle is roadworthy and fitted with appropriate lighting. Employees using this mode of travel must wear a protective helmet and suitable high visibility clothing during business travel.

Where an employee is using a car through the Council's Salary Sacrifice car scheme different mileage rates will apply. Please see Appendix F Travelling Expenses and Payment for Subsistence Scheme Rates.

### **8.2.2 Parking Fees / Ferry Charges / Bridge Tolls**

Parking fees, bridge tolls and ferry charges actually incurred when the car is used on official business will be reimbursed.

Receipts for such charges must be provided. Should the employee incur penalties such as fines, excess parking charges, no reimbursement will be made.

### **8.2.3 Travel by Taxi/Hired Car**

Where public transport, 'Pooled Car', car sharing, or own vehicle is not practical, actual expenditure incurred reasonably shall be reimbursed for any authorised travel by taxi or hired car.

Receipts for such charges must be provided.

### **8.2.4 Insurance Cover**

Within a current car/motorcycle insurance policy (which can be either "fully comprehensive" or "third party, fire and theft"), an employee is required to have a clause included which provides insurance cover whilst using a car for official business purposes.

Periodic checks should be undertaken by Services to ensure that authorised car users have a clause included which provides for insurance cover whilst a car is being used for official business purposes.

Employees authorised to use bicycles for business travel must be adequately insured for loss, damage, theft, and personal effects. Employees should ensure their personal insurance cover is valid for business use. Employees will be covered by the Council's public liability insurance for injury or damage to third parties.

It is considered essential that employees who use bicycles on official Council business should be aware of and comply with the standards set out in the Highway Code. Employees should take all reasonable precautions to secure their bicycles and equipment.

## 8.3 Payment of Subsistence

### 8.3.1 Payment of Subsistence during Normal Working Hours

Payment for subsistence, based on actual expenditure reasonably incurred up to the maximum of rates set out in Appendix F will be paid only in the following circumstances where:

- the employee is undertaking work outside of the Ayrshire boundary and as a result has no alternative other than to incur additional expenditure for which receipts are provided.
- employees who are mainland based and are required to undertake work on the Isle of Arran and as a result has no alternative other than to incur additional expenditure for which receipts are provided
- the employee is undertaking work within the Ayrshire boundary and as a result of the circumstances of their duties is pre-authorised to purchase a meal for which receipts are provided when:
  - providing hospitality for external business contacts
  - accompanying elected members on official Council Business
  - attending seminars which extend over a meal break and where no catering or hospitality is provided

Payment for subsistence will not be paid where:

- meals are taken in the Council's canteens or other Council premises where subsidised meals are provided
- meals are taken in the canteen of another organisation where subsidised meals are provided
- meals and hospitality are provided free of charge as an integral part of a seminar or conference format
- an overtime claim is made in respect of the period during which a meal is taken

### 8.3.2 Payment of Subsistence during Overtime Working

Payment of subsistence during overtime working will be paid in the following circumstances:

- Where an employee is required to work overtime, appropriate payment up to the maximum of rates set out in, Appendix F will be paid during periods of unpaid breaks.
- Employees who do not qualify for overtime payments (i.e. those whose salary is in excess of the fourth point of grade 10 and who are required to work in excess of a period of three hours beyond their normal shift stopping time will qualify for payment of additional expenditure of subsistence incurred up to the maximum of rates at and in Appendix F.
- Reimbursement will be restricted to either Tea or Evening Meal in respect of the same evenings work. Overtime working on a Saturday, Sunday will not qualify for subsistence payments.

### 8.3.3 Claims beyond the Subsistence Rates Limit

In exceptional circumstances and where prior permission has been granted by a Head of Service, an individual may be entitled to reimbursement of subsistence expenses beyond the level of allowances contained in Appendix F.

### 8.3.4 Overnight Stays

An employee who is required to make an overnight stay in the performance of his/her official duties should, in the first instance, seek the most reasonable and cost-effective board and lodgings facilities and, prior to the trip:

- confirm the type and nature of the accommodation with the Head of Service or nominated officer
- if circumstances are such that this arrangement proves impractical e.g. where an employee is stranded due to adverse weather conditions, the employee should seek the most reasonable and cost-effective facilities and arrange for reimbursement on his/her return.

Where the accommodation costs include meals, no separate claims in respect of these will be authorised.

If an employee wishes to make other arrangements for overnight stays, the reimbursement of board and lodgings and allowances available to the employee will be determined by the employee's Head of Service following consultation, as appropriate, with the Head of Service with the remit of HR and/ or the Head of Finance in discussion with the employee before any expenditure is incurred.

It is recognised that overnight stays may result in employees enduring a degree of disturbance, not only in being unable to return home, but also in out-of-pocket expenses on sundry items. To cover for such situations, payment for disturbance may be claimed up to a maximum as set out in Appendix F.

### 8.3.5 Overnight Stays for a Prolonged Period

Where an employee undertakes duties which require a stay away from home for a prolonged period, payment of the subsistence rates is not appropriate as these are meant to cover short term stays. Where the stay away from home is prolonged, an employee shall be required to obtain lodgings at an all-inclusive weekly rate, for which actual expenditure reasonably incurred will be reimbursed.

An employee who is required to pay for his/her overnight stays, to be later reimbursed by the Council, must submit receipts to the Head of Finance to enable the Council to reclaim the VAT element of the cost.

## 8.4 Travelling and Subsistence Expenses for Journeys Outside of the Council Area with an Elected Member of the Council

### 8.4.1 Travelling Expenses

An employee who is authorised to travel outside of the Council area with an Elected Member of the Council shall be entitled to the same class and type of travel.

Where officers are required to use their cars when travelling with an Elected Member, mileage will be reimbursed in accordance with the HMRC Car and Motor Cycle Rates as set out in Appendix F.

### 8.4.2 Payment for Subsistence

Where an employee is required to accompany an Elected Member of the Council on journeys outside of the Council area and where an overnight stay is not involved, subsistence payments may be claimed as follows:

#### **Breakfast**

More than four hours away (from place of work) or, where the Council permits, a lesser period, before 11.00 a.m.

#### **Lunch**

More than four hours away (from place of work) or, where the Council permits, a lesser period, between 12.00 p.m. - 2.00 p.m.

#### **Tea**

More than four hours away (from place of work) or, where the Council permits, a lesser period, including the period 3.00 p.m. - 6.00 p.m.

#### **Dinner**

More than four hours away (from place of work) or, where the Council permits, a lesser period, ending after 7.00 p.m.

### 8.4.3 Overnight Stays

An employee who is required to make an overnight stay in the performance of his/her official duties with an Elected Member should, prior to the trip:

- confirm the type and nature of the accommodation with the Head of Service or Chief Executive, as required
- if appropriate, make arrangements with the appropriate officer for the Council to be invoiced direct for board and lodgings costs e.g. bed, breakfast, and evening meal.
- where the accommodation costs include meals, no separate claims in respect of these will be authorised.

When main meals (i.e. a full breakfast, lunch, or dinner) are taken on trains during a period for which there is an entitlement to day subsistence, the

reasonable cost of the meals (including VAT) will be reimbursed in full, within the following limits:

- absence of more than **4** but not more than **8** hours equals the cost of one main meal
- absence of more than **8** but not more than **12** hours equals the cost of two main meals
- absence of more than **12** hours equals the cost of three main meals

All claims in respect of meals should be supported by the appropriate receipts.

#### **8.4.4 Payment of Subsistence for Overseas Visits with Elected Members**

Except where the Council arrange directly or through an officer to meet all an employee's costs of travel and/or subsistence when on overseas visits, the actual cost of reasonable expenditure incurred will be reimbursed provided it is supported by receipts.

### **8.5 Excess Travelling Expenses Scheme**

#### **8.5.1 Introduction**

North Ayrshire Council will reimburse, for a 4-year period, any excess travelling expenses incurred by employees who are not required to move their home, but whose place of employment is changed as a direct result of:

- The reorganisation of local authority areas or Services
- The reorganisation of North Ayrshire Council Services
- By other circumstances beyond the employee's control not referred to in their conditions of employment.

#### **8.5.2 Conditions of the Scheme**

Excess travelling expenses are payable from the date of an employee's transfer to a new place of employment providing the difference between the cost of travelling both ways from home to new place of employment and from home to the old place of employment is greater than £2.91 per week, although this figure will be revised periodically.

#### **8.5.3 Employees who travel to work by car**

For employees who are authorised car users, the excess travel claim should be based on the excess mileage incurred in travelling to their new work location calculated at the rate shown in, Appendix F.

#### **8.5.4 Employees who travel to work by public transport**

For other employees, the excess travel claim should be based on public transport return fares or weekly tickets as appropriate. Where public transport timetables make it unreasonable for the employee to use return fares/ weekly tickets, and subject to approval by the Head of Service, a claim based on single fares may be accepted. In such cases however, Managers

may consider the use of the flexitime system, where used, to accommodate return journeys by the same mode of travel, thereby reducing the use of single fares.

### **8.5.5 Change in Circumstances**

Employees are required to notify their Head of Service/ Manager of any change in circumstances such as move of home, working from home, or change to working days, relevant to their claims. Where failure to do so results in an employee being overpaid in respect of excess travelling expenses this overpayment will be recovered directly from an employee's salary/ wage after consultation with the employees and if necessary, his/ her trade union.

Where an employee is transferred compulsorily to a new place of permanent employment during the years for which excess travelling expenses are reimbursed the excess expenses will require to be reviewed. If this results in an increased/ reduced allowance, the revised allowance will be paid during the balance of the four-year period.

If an employee voluntarily moves home, nearer to the new place of employment during the period in which the excess travelling expenses are being paid, the amount of reimbursement will require to be reduced accordingly. If, however, the employee moves home to a location further from the new place of employment, no increase in excess travelling expenses will be paid.

If revised excess travelling expenses are required to be revised the Excess Travelling Expenses Claim Form should be submitted to the Payroll Team, Employee Services via the employee account.

Where an employee voluntarily moves job/gains promotion payment of excess travelling expenses will cease.

If an employee falls ill during the four-year period and the period of sickness absence exceeds three months (90 days) then the excess travel payment will cease until the employee returns to work. The four-year period will not be extended.

### **8.5.6 How to Claim – Fixed Working Pattern**

All claims for reimbursement of excess travelling expenses must be made to the Head of Service or the nominated senior officer in the employing Service within four weeks of starting at the new place of employment. The initial claim must be made on an Excess Travelling Expenses Claim Form and if approved the claim will be aggregated on an annual basis, then proportionately reimbursed, less 12.5% in respect of holidays, through the normal salary/wage payment timescales

If the employee's journey circumstances change (as set out above) then the calculated annual sum must be reassessed with any revised claims being submitted on a new Excess Travelling Expenses Claim Form.

In all other cases, this form when authorised by the relevant officer in the employing service must be passed directly via email or Lagan to the Payroll Team, Employee Services for processing of payment.

### **8.5.7 How to Claim – Ad hoc (Agile) Workstyle**

Where an employee is working agile and requires to visit their office / base on an ad hoc basis, they can claim the daily rate of excess travel by submitting the Ad hoc Excess Travel claim form in accordance with the deadlines. Employees can submit ad hoc claims for the remainder of the duration of the original agreement (maximum 4 years).

Where an employee requires to travel for business from home (with no requirement to visit the office / base), where they would previously have been in receipt of Excess Travel, they can submit a Normal Business Mileage claim as outlined below:

- Calculate the total number of miles travelled, deduct your normal travel miles (before excess travel was in place) and submit a mileage claim for the remaining number of miles.
- If you do require to visit and return to the office before and after your business travel then Ad hoc Excess Travel can be claimed for the journey, and business mileage for any additional miles.