

## **ABERDEEN CITY COUNCIL**

### **LOCAL TERMS AND CONDITIONS FOR LOCAL GOVERNMENT EMPLOYEES**

#### **1. INTRODUCTION**

- 1.1 These Local terms and conditions of service have been determined locally and will apply to all staff employed by Aberdeen City Council except where separate National Negotiating arrangements are in place i.e. Chief Officials, Craft Workers and Teachers.
- 1.2 It is the Council's aspiration that all employees be on one set of local terms and conditions of service and the Council will work towards achieving this arrangement. The Council will however, continue to recognise all National agreements and work with the Trade Unions to harmonise all local terms and conditions of service.
- 1.3 The terms and conditions detailed in this local agreement are the result of local negotiations on the implementation of the SJC for Local Government Employees (Red Book). Hence, these local terms and conditions will replace the provisions detailed in the former APT&C and Manual Worker Scheme of pay and conditions of service i.e. these replace existing terms and conditions protected under part 3 of the Red Book. In addition, where the terms and conditions are detailed within the local agreement, these will supersede those detailed in part 2 of the Red Book.

## **2. HOURS OF WORK AND WORKING ARRANGEMENTS**

### **2.1 Notional Standard Working Week**

2.1.1 The notional full-time standard working week for Aberdeen City Council is 37 hours. An employee may be contracted for either more or less hours than the notional standard working week. There will be no requirement for an employee to vary his/her contracted hours of work arising from this agreement; any variation to contractual hours will be voluntary.

### **2.2 Hours of Work and Pay**

2.2.1 Pay is calculated by multiplying the number of hours an employee is contracted to work by the hourly rate.

### **2.3 Flexible Working Arrangements**

2.3.1 The Council seeks to promote flexible working arrangements to allow employees to balance their home and/or leisure arrangements with their work obligations. Working arrangements can only be agreed where service needs are not adversely affected and there is no detrimental impact on service delivery. Any flexible working arrangements will be the subject of mutual agreement between the employee and his/her line manager and within the agreed arrangements for flexible working.

2.3.2 Arrangements for flexible working will include the following:

- Flexible Working Hours Scheme
- Term-time only Contracts
- Annualised Hours Contracts
- Compressed Working Week
- Home, Remote and Tele-working

2.3.3 The Head of Human Resources will develop corporate frameworks, which will provide parameters for working arrangements. Services will be required to work within the frameworks provided.

### **2.4 Hours and Overtime Payments**

2.4.1 Where an employee is contracted for less than 37 hours per week, any hours worked up to and including 37 hours will be remunerated at plain time. For an employee contracted to work 37 hours or less all hours worked over 37 per week (except where this is part of an agreed rota where the average weekly hours covering the rota period are 37 hours, or below) will be defined as overtime and will attract payment at the appropriate enhanced rate.

2.4.2 Within this agreement the facility exists for employees to contract for over 37 hours and up to 45 hours per week by mutual agreement. All such

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contracted hours will be paid at straight time. The employee's contracted hours will be recognised for holiday and sickness entitlement (assuming the employee qualifies for occupational sick pay.)

- 2.4.3 In circumstances where an employee is contracted (in accordance with para 2.4.2 above) to work over 37 hours per week, all hours over the employee's contracted hours (except where this is part of an agreed rota where the average weekly hours covering the rota period are below the employee's contracted hours) shall be considered as overtime and will attract payment at the appropriate overtime rate.
- 2.4.4 All hours worked over 45 hours per week (except where this is part of an agreed rota where the average weekly hours covering the rota period are 37 hours, or below) shall be considered as overtime and will attract payment at the appropriate overtime rate.
- 2.4.5 Work in excess of normal contractual hours should be discouraged and employees should not be required to consistently work overtime. Where overtime is found to be unavoidable and overtime working has been pre-authorised in accordance with management arrangements, payment shall be made on the following basis:
- 2.4.6 Overtime payments will be made for every ¼ hour worked. Any overtime worked below ¼ hour will be disregarded.

Overtime rates are:

Condition	Rate
All contracted and non-contracted hours up to 37 hours/week	Plain time
All non-contracted hours over 37 hours/week	Time and a half
All contracted hours between 37 and 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 in lieu

- 2.4.7 In respect of staff graded above Grade 12, overtime payment will be limited to a flat rate of equivalent to the top point of Grade 13 based on the number of hours actually worked.

## 2.5 Call-Out/Stand-By Arrangements

- 2.5.1 The nature of some posts makes it necessary for employees to stand-by to undertake some or all of their normal duties as required. Stand-by is where an employee is required to be available to be contacted or called out in the exercising of skills, knowledge or experience.

- 2.5.2 Stand-by is not classed as working time for 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.
- 2.5.3 Where stand-by is a requirement of the role it will form a contractual requirement; however, there will be circumstances where stand-by is not a contractual requirement but an employee can be requested, to stand-by to provide cover from time to time.
- 2.5.4 In recompense for undertaking Stand-by duty the employee shall receive the following allowance in accordance with the sums shown in the schedule of rates shown at Appendix 1:
- i) A complete week of stand-by is viewed as five separate periods between Monday and Sunday.
  - ii) For incomplete weeks of stand-by an employee will be compensated on a daily basis as follows: (i.e. less than five periods from Monday-Sunday)
  - iii) For the purposes of this scheme a night is defined as being between 2300 hours and 0700 hours the following morning as a minimum.
- 2.5.5 Where an employee, undertaking stand-by, is disturbed (i.e. takes a call but does not leave home) or called out the following will apply:
- (i) There will be no compensation for the disturbance of 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 an employee is disturbed for 1 hour or more, (this time being cumulative) the employee may claim a disturbance payment in accordance with the schedule of rates shown at Appendix 1.
  - (ii) Where an employee is called out to attend to a situation (s)he 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.
  - (iii) When an employee claims overtime during a stand-by period, no disturbance payment or non-standard working hours allowance will be made for that period.

## **2.6 Non Standard Working Hours**

- 2.6.1 Hours of work that may be considered unsocial for some may be the personal preference of others. It is recognised that there is a tension between applying the same rate of pay for the work irrespective of whether it is undertaken during the day, night, weekend or a particular time of year and those times when it is generally viewed as less attractive to work.
- 2.6.2 For the purposes of this agreement the standard working hours of the Council will be viewed as between 0700 – 2000 hours Monday – Friday.

No pay enhancements will be made for any work undertaken between these hours, except on a public holiday. This arrangement will remain under review and the Council may, in the future, seek to extend this scheme to cover times worked during Saturday and Sunday. This will be done with full consultation with the trade unions.

- 2.6.3 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 where this is classed as overtime where the appropriate enhanced rate will apply (see para 2.4.7 or 2.4.8).
- 2.6.4 All hours worked on Saturday and Sunday shall be paid at time plus forty percent, except where this is classed as overtime where the appropriate enhanced rate will apply (see para 2.4.7 or 2.4.8).
- 2.6.5 Only one allowance will be payable in respect of any hours worked outwith standard working hours. Where an employee meets the qualification criteria for more than one allowance the higher rated allowance will apply. For example a person cannot qualify for overtime and a non-standard working allowance in respect of the same period of work.
- 2.6.6 Compensatory time off in lieu will NOT be granted for employees standing-by on public holidays.

### **3. ALLOWANCES**

#### **3.1 First Aid Payments**

3.1.1 Payment for being a designated first aider will only be made where all three of the following apply:

- i) The employee has a current valid recognised first aid certificate AND
- ii) where first aid is NOT integral to the duties of the employee's role AND
- iii) where the Council has identified the need through risk assessment for an employee to be designated as a first-aider for a given location or area of work.

3.1.1 The allowance will be in accordance with the rate shown in the Schedule of Rates (see Appendix 1).

#### **3.2 Fire Warden Allowance**

3.2.1 This allowance will be made where the Council has designated an employee to undertake the duties of Fire Warden where, through risk assessment for an employee to be designated as the Fire Warden for an identified building or area. The allowance will be in accordance with the rate shown in the Schedule of Rates (see Appendix 1).

In order to qualify for this allowance the employee MUST have completed the Fire Warden training course organised by the Council.

#### **3.3 Accompanying Residents when on Holiday**

3.3.1 Where an employee is required to accompany a resident(s) on holiday the locally determined allowance will be applied in accordance with the schedule of rates (see Appendix 1).

#### **3.4 Registrar's Allowances**

3.4.1 The nationally determined allowances for Registrars will be applied (see Appendix 1).

#### **3.5 Car User Scheme and Allowances**

3.5.1 The Council will operate a Car User Scheme details of which are shown at Appendix 3.

3.5.2 The Council will operate HM Revenue & Customs Rates and Allowances – Travel in reimbursement for an employee using their own car for business purposes.

3.5.3 The allowance claimable by an employee who has been given approval to use their private car for work purposes will be administered in accordance with the schedule of rates determined by HR Revenue & Customs – these are currently shown at Appendix 1.

### **3.6 Acting Allowance and Higher Duty Honorarium**

3.6.1 An Acting Allowance shall be paid where:

- i) for reasons other than absence due to annual leave, an employee is temporarily required to undertake the **full** duties of a different post
- ii) the different post is established and has been assessed at a higher grade than that of the employee
- iii) the full duties of the different post are undertaken for a period of more than four weeks by the employee
- iv) once the qualifying period has been satisfied the allowance will be paid from the date the employee commenced the full duties of the higher post.
- v) The acting allowance will be made at the lowest point of the higher grade

3.6.2 Notwithstanding the normal provisions identified in para 3.6.1, it is recognised that, where the continuity of service delivery is adversely affected, there will be circumstances where an appropriate acting arrangement will need to be put in place immediately. In these circumstances payment of the acting allowance will be from the first day of acting. Acting arrangements from the first day will need prior agreement from the respective Service Manager and will only be approved in exceptional circumstances where continuity of service delivery would be adversely affected.

3.6.3 Where an employee does not undertake the full duties of a higher graded post, a Higher Duty honorarium payment may be granted. This shall be made where:

- i) a minimum of 50% of the duties of a different post have been undertaken
- ii) the different post is established and has been assessed at a higher grade than that of the employee
- iii) the duties of the higher rated post are undertaken for a period of more than 4 weeks by the employee
- iv) once the qualifying period has been satisfied the allowance will be paid from the date the employee commenced the duties of the higher post.
- v) The honorarium payment will be calculated as the difference between the lowest point of the higher graded posts and the employee's basic rate of pay, multiplied by the percentage of the duties of the higher rated post being undertaken.

### **3.7 Sickness Provisions and Allowances**

3.7.1 As per the Red Book, as supplemented by local arrangements. (see Appendix 2). Note 2 represents the provisions of the National Agreement.

### **3.8 Maternity, Paternity and Adoption Scheme and Allowance**

As per Local Scheme agreed by Resources Management Committee

### **3.9 Workplace Change Allowance – Change of Place of Work**

3.9.1 The allowance will be calculated on the most economical form of transport of the difference between home to the old place of work and home to the new place of work. The maximum allowance will be the cost of a monthly fare card for public transport.

3.9.2 The employee's normal method of travel from home to work will be considered when determining an allowance. For those using their car the allowance will be based on the above mileage rate. For those using public transport it will be based on public transport costs. No employee should be better off in respect of being in receipt of this allowance.

3.9.3 The allowance will apply for a period not exceeding 3 years, when the allowance will cease.

### **3.10 All Inclusive Rates of Pay and Other Allowances**

3.10.1 Core to these conditions is the fact that the rate for the job, as determined by job evaluation, is an all-inclusive rate taking account of all aspects of the job. Other than the allowances detailed in Section 2 and 3 of these local conditions, the Council will **NOT** make any other payments as allowances for working arrangement or practices.

## 4. GENERAL TERMS

### 4.1 Annual Leave

4.1.1 Every employee shall have an entitlement based on continuous service of:

For less than five years	27 days
For five years or more, up to ten years	32 days
For ten years or more	35 days

4.1.2 This entitlement is based on full-time working and any allowance will be pro-rated. For the sake of equality holidays will be converted and calculated in hours. Guidance on the recording and authorisation of annual leave will be produced by the Head of Human Resources.

4.1.3 The above entitlement includes 5 days which have been converted from Public Holidays to floating days. For the purposes of this agreement these floating days have been identified as annual leave and included in the above entitlement.

4.1.4 The Council normally closes its main offices between Christmas and New Year. To facilitate this closure all staff where necessary are 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 at the weekend).

4.1.5 Employees who have a total leave entitlement (i.e. annual leave plus public holidays) in excess of these provisions will have that entitlement personally protected, until such time as they leave the Council's employment.

4.1.6 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 actual service given during the leave year.

### 4.2 Public Holidays

4.2.1 The Council as an employer will have **seven** recognised public holidays per annum. These will be the same day (in some cases different dates) per year. The days recognised are:

Christmas Day (25 December)  
Boxing Day (26 December)  
Hogmanay (31 December)  
New Years Day (1 January)  
2 January  
Good Friday  
May Day (first Monday in May)

4.2.2 Where any additional public holiday is nominated and a bank holiday is granted nationally, this will be added to the above list. Where an additional day is nominated but a bank holiday is NOT allocated, one of the existing floating days shall be converted to meet the national requirement.

4.2.3 Where a bank holiday is nationally determined and a day allocated on a date already recognised by the Council, an additional floating day will be added to the leave entitlement (except for staff with personal leave protection)

### **4.3 Special Leave and Pay**

4.3.1 As per Local Scheme agreed by Resources Management Committee

### **4.4 Travel & Subsistence Reimbursement**

4.4.1 An employee will be reimbursed for all reasonable expenses incurred in the performance of their duties. All travel (excluding mileage) and accommodation should be booked centrally through Corporate Governance. Actual additional expenditure on subsistence must be supported by receipts and will be reimbursed to the subsistence limits approved by the Director for Corporate Governance. Subsistence is not an allowance, and will only be reimbursed on production of receipts.

4.4.2 Travel outwith the City boundaries shall normally be by the most economical method. Where this is by private car, authorisation in accordance with the Service's "authorisation of journey" procedure must be obtained before the journey.

4.4.3 Claims for reimbursement must be in accordance with financial regulations relating to Travel and Expenses.

### **4.5 Period of Notice to Terminate Employment**

4.5.1 The minimum period of notice to terminate employment given by the employee to the Council will be four weeks.

4.5.2 The period of notice to terminate employment given by the Council to an employee will be a week for each year of continuous service, with the minimum being four weeks up to a maximum of 12 weeks.

### **4.6 Pay Method**

4.6.1 All employees will be paid by the BACS system into a bank or building society nominated by the employee. The Council will not pay by cash or cheque. For this purpose all employees are required to operate a bank account.

4.6.2 All employees and casual/relief workers are paid monthly.

#### **4.7 Pay Transition Arrangements**

4.7.1 Please refer to the Zone under AskHR; Your Employment; Policies, Procedures and Forms; Pay and Conditions.

#### **4.8 Flexibility**

4.8.1 There is nothing within the agreement that will limit the flexibility or productivity that exist in current agreements, working practices or arrangements.

## SCHEDULE OF RATES

### 1. Stand-by Allowances

In recompense for undertaking Stand-by duty the employee shall receive the following:

- i) an allowance of £85.31 for each complete week of stand-by duty. A complete week of stand-by is viewed as five separate periods between Monday and Sunday.
- ii) for incomplete weeks of stand-by an employee will be compensated on a daily basis as follows: (i.e. less than five periods from Monday – Sunday)

Monday – Friday (per night) £ 8.49  
 Saturday and Sunday (per night) £11.12  
 Saturday and Sunday (24 hours) £18.09  
 Public Holidays (24 hours) £49.31

For the purposes of this scheme a night is defined as being between 2300 hours and 0700 hours the following morning as a minimum.

### 2. Disturbance Allowance (for a person on Stand-by)

Where an employee, undertaking stand-by, is disturbed (i.e. takes a call but does not leave home) or called out the following will apply:

Duration	Allowance
Disturbance per stand-by period of Under 1 hour	Nil
Disturbance per stand-by period of Over 1 hour	£10.00

### 3. Call out Allowance

Where an employee is called out to attend to a situation (s)he will be reimbursed in accordance with the normal overtime rate. The minimum call out will be 2 hours.

### 4. First Aid Payments

Payment for being a designated first aider is £330.00 per annum. This will be paid monthly in equal instalments.

### 5. Fire Warden Allowance

Payment for being a designated fire warden is £219.00 per annum. This will be paid monthly in equal instalments.

## 6. Accompanying Residents when on Holiday

Allowance for accompanying a resident(s) on holiday is £32.29 per day.

## 7. Registrar's Allowances

The nationally determined allowances for Registrars will be applied, at the time of agreement these are:

Value	Condition
£15.00	Monday – Friday during normal office hours outwith Registrar's Office
£75.00	on Saturday outwith Registrar's Office
£120.00	on Sunday outwith Registrar's Office
£30.00	on Saturday within Marischal College, Area Offices and Town House

## 8. Car User Rates and Allowances

These will be maintained in accordance with the "Approved mileage rates" recognised by the HM Revenue & Customs, which are:

Mode of Transport	First 10,000 business miles in tax year	Each business mile over 10,000 miles in tax year
Cars	45 pence	25 pence
Motor Cycles	24 pence	24 pence
Bicycles	20 pence	20 pence

Those who carry a fellow employee as a passenger will receive an Additional 5 pence per mile on work journeys.

Where a post is designated as requiring an Essential Car User Allowance the following annual allowance will be paid.

<b>Actual Annual Business Mileage</b>	<b>Annual ECU Allowance</b>
Under 1,200 miles	£120
1,200 – 5,000 miles	£250
5,001 – 7,500 miles	£500
Over 7,501 miles	£800

**ABERDEEN CITY COUNCIL**

**Sickness Provisions and Allowances**

**1. Sickness Allowances**

The provisions relating to sickness allowances which are payable by the council are set out in sub-clause 2.4. These allowances are complementary to the statute based payments which an employee may receive and are subject to a range of conditions, many of which are additional to those applying to the statute based payments.

- 1.1 An employee is not entitled to receive sick pay under the scheme unless:
- (i) notification is made immediately to the person identified for this purpose by the council;
  - (ii) further notification is made as required by the council;
  - (iii) a doctor's statement is submitted to the council not later than the eighth calendar day of absence;
  - (iv) subsequent doctor's statements are submitted as necessary;
  - (v) in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to the council a final statement as to fitness to resume duties;
  - (vi) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.
- 1.2 Where, for the purpose of qualifying for sick pay under the scheme, a council requires a doctor's statement from an employee, the council will, with exception of 1.1 iii-v above, reimburse the employee the costs of such a statement on the provision of a receipt.
- 1.3 An employee who falls sick during the course of annual leave will be regarded as being on sick leave from the date of a doctor's statement.
- 1.4 Where an employee is receiving sick pay under the scheme, sick pay will continue if a public or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday will be given. Where an employee has exhausted sickness allowance entitlement, no payment should be made in respect of a public holiday occurring during the period of absence.

- 1.5 Widows and married women exercising their right to be excepted from the payment of full-rate National Insurance contributions shall be deemed to be insured in their own right for all National Insurance benefits.

## **2. Exclusion from Entitlement**

- 2.1 There is no entitlement to sickness allowance if an employee:

- has less than 26 week's continuous service;
- 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;
- on the first day of sickness has already exhausted or subsequently exhausts sickness allowance entitlement (see sub-clause 2.4);
- on the first day of sickness is in legal custody or is subsequently taken into legal custody;
- fails to satisfy or to continue to satisfy the notification or certification requirements;
- is absent on maternity leave;
- terminates or has their contract of employment terminated.

### **Note:**

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

- 2.2 Sick pay may be suspended if an employee abuses the sickness scheme or is absent on account of (i) sickness due or attributable to deliberate conduct prejudicial to recovery; or (ii) the employee's own misconduct or neglect; or (iii) active participation in professional sport or (iv) injury while working in the employee's own time on their own account for private gain or for another employer. The council will advise the employee of the ground for suspension and the employee will have a right of appeal to the appropriate committee of the council. If the council decides that the grounds were justified then the

employee will forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

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

2.4 Payment and Period of Entitlement

An employee's entitlement to sickness allowance will depend on length of continuous service as follows:

<b>Service at commencement of absence from duty</b>	<b>Full Allowance for</b>	<b>Half Allowance for</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 and over	26 weeks	26 weeks

In exceptional circumstances there shall be local discretion to extend the period of full allowance or half allowance provided for in this paragraph.

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

**3 Calculation of Allowance**

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

3.2 In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and

Incapacity benefit receivable, so long as the total sum does not exceed normal pay.

### 3.3 Definition of Normal Pay

Normal pay includes all earnings that would be paid during a period of normal working (including basic pay, flexible working payment) but excluding any payments not made on a regular basis (i.e. overtime).

### 3.4 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:

(i) the conditions for the reporting of sickness as required by the council;

(ii) the claiming of benefits;

(iii) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

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

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

### 4.1 Absence in respect of normal sickness is entirely separate from absence through industrial disease or injury arising out of or in the course of employment with a council. Periods of absence in respect of one will not be offset against the other for the purpose of calculating entitlements under the scheme.

### 4.2 An absence due to an accident will only qualify for payment under this paragraph when an entry in the Accident Book (Form BI 510) approved for the purposes of the Social Security Act 1975 is appropriate and has been completed, and in the subsequent investigation by the council the facts so recorded are found to be accurate.

#### **Note:**

Every effort must be made to ensure that all accidents are entered in the Accident Book (Form BI 510) including those where the employee, as a result of the accident, is unable to make the entry personally. In circumstances where no entry is made at the time of the accident, the council should not unreasonably refuse the payment of industrial injury allowance. The council will still need to carry out the required

investigation into the accident to establish the 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 no entry has been made in the Accident Book.

## **5 Medical Examination**

- 5.1 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. Any costs associated with the examination will be met by the employing council. Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee as nominated by the council.

## **6 Infectious Diseases**

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

**ABERDEEN CITY COUNCIL**

**EP&M – Revised Essential Car User Scheme**

**1. Essential Car User Status**

ECU status will be allocated to specific posts and NOT be automatically applied to generic job titles e.g. Social Worker, Planner etc. The post will be identified as an ECU where it meets the criteria. (see attachment)

If the post is identified as an ECU it will then be assessed in relation to the employee and be deemed to be appropriate by the Head of Service. Where the Head of Service deems the ECU to be appropriate to the employee this will then be offered on a contractual requirement.

Should the person refuse to provide a car for work purposes, this may be viewed as a breach of contract and dealt with under the disciplinary procedures.

**2. Benefits of ECU Status**

There will be four levels of ECU

***Level 1***

Where the post meets the ECU criteria and it is assessed the employee will do under 1,200 business miles per annum\*. In these cases the ECU designation will entitle the employee to a parking permit, to claim all mileage at Inland Revenue Rates and to a ECU lump sum of £120 per annum.

***Level 2***

Where the post meets the ECU criteria and it is assessed the employee will do between 1,201 and 5,000 business miles per annum\*. In these cases the ECU designation will entitle the employee to a parking permit, to claim all mileage at Inland Revenue Rates and to a ECU lump sum of £250 per annum.

***Level 3***

Where the post meets the ECU criteria and it is assessed the employee will do between 5,001 and 7,500 business miles per annum\*. In these cases the ECU designation will entitle the employee to a parking permit, to claim all mileage at Inland Revenue Rates and to a ECU lump sum of £500 per annum.

***Level 4***

Where the post meets the ECU criteria and it is assessed the employee will do over 7,501 business miles per annum\*. In these cases the ECU designation will entitle the employee to a parking permit, to claim all

mileage at Inland Revenue Rates and to a ECU lump sum of £800 per annum.

*\*The lump sum ECU Allowance will be assessed on the mileage of the employee over the preceding 12 month period (April – March). All lump sum allowances will be reviewed on 31 March each year. New starters with an ECU will have mileage estimated based on usage of the previous post-holder or a similar post if the post is new.*

<b>Actual Annual Business Mileage</b>	<b>Annual ECU Allowance</b>
Under 1,200 miles	£120
1,200 0 5,000 miles	£250
5,001 – 7,500 miles	£500
Over 7,501 miles	£800

Employees with an ECU **MUST** have a car available **at all times** for better performance of duties (the exception is when the car is subject to repair/maintenance or other substantial reason for temporarily not having their car available for work purposes). It is not permissible for an ECU not to have a car available during any part of the working week, failure to have a car available without reasonable explanation could result in the employee being subject to action under the disciplinary process.

### **3. Corporate Consistency**

To ensure a consistent approach to the application of the criteria the list of posts approved for ECU will be held corporately by the Head of Human Resources.

Any Head of Service wishing to add a post within their remit to the list of ECU designated posts must make a case on the attached pro-forma to the Head of Human Resources. The case will be assessed by an independent Corporate Director and Head of Service, advised by the Head of Human Resources or nominee. The decision of this group will be final with no appeal provisions.

## **ABERDEEN CITY COUNCIL**

### **Essential Car User Criteria**

#### **1. Emergency Response**

Where there is a frequent and regular (this needs to be evidenced) and ongoing requirement of the job for the employee to be immediately mobile to respond physically to attend emergency situations to undertake normal duties.

An emergency situation is seen where the employee must be in attendance to perform a statutory or significant public service to ensure the safety or well-being of the community or local environment.

#### **2. Carriage of Equipment to undertake the role**

Where as a frequent and regular (this needs to be evidenced) part of the job an employee is required as part of their duties to transport bulky equipment. This includes the transportation of but not limited to:

- bulky measuring equipment to undertake normal duties on site
- bulky aids, adaptations or equipment for service user independent living

It does not include the transportation of:

- lap-top computers, files or paperwork
- presentation equipment e.g. flip charts, projector screens
- other people or service users

#### **Mobile and Remote Working Justification**

The Council has certain posts where mobility is inherent to the everyday aspect of the job i.e. the job cannot be done if the employee is not mobile virtually all day every day. In these cases the employee must occupy a post where:

- mileage WITHIN THE CITY is likely to be significant i.e. over 6,000 miles per annum
- important daily services are provided to customers or clients that are in remote locations not serviced by public transport
- numerous visits/meetings at different sites or work locations are made on a daily basis