

**SCHEDULE of TERMS and CONDITIONS of EMPLOYMENT**

**1**. **CONDITIONS OF SERVICE**

Your terms and conditions of employment are in accordance with:

1. the collective agreements of the Scottish Joint Council for Scottish Local Government Employees as applied by OneRen.
2. certain additional terms and conditions determined by OneRen as contained in Circulars issued by the Head of Personnel Services and
3. any special conditions referred to in the covering letter.

Full details of the terms and conditions at (a) and (b) above are available for inspection in the Personnel section.

**2. CONTINUOUS SERVICE**

Although for the purpose of Section 1(3) and Section 211 of the Employment Rights Act 1996, OneRen does not recognise service with any previous employer(s) as being continuous service with OneRen, it does recognise continuous local government service as defined in the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 for the purpose of calculating entitlement to redundancy payments, annual leave, sick pay and maternity leave.

Any queries on the recognition of previous service in terms of this paragraph should be raised with the Personnel section.

**3. ANNUAL LEAVE**

The annual leave year is 1 January to 31 December, or as agreed by management.

Annual leave entitlement is based on completed years of continuous service at the commencement of the leave year as follows:-

Less than 5 years service - 21 days

5 years service or more - 26 days

For continuous service of less than 1 year, or broken service, the entitlement will be proportionate as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
| Completed \* Months of  Continuous Service in  Current Leave Year | 21  Days | 26  Days | 29  Days |
| 1  2  3  4  5  6  7  8  9  10  11 | 2  3  5  7  9  10  12  14  16  18  19 | 2  4  6  9  11  13  15  17  19  22  24 | 2  5  7  10  12  14  17  19  22  24  27 |

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

As annual leave is calculated in terms of days worked, employees shall be entitled to annual leave with pay in proportion to the number of days worked per week, e.g. employees with more than one but less than 5 years' continuous service who work:-

37 hours per week over 5 days, or 5 shifts 5/5ths of 20 = 20 (4 working weeks)

37 hours per week over 4 days, or 4 shifts 4/5ths of 20 = 16 (4 working weeks)

20 hours per week over 5 days, or 5 shifts 5/5ths of 20 = 20 (4 working weeks)

20 hours per week over 3 days, or 3 shifts 3/5ths of 20 = 12 (4 working weeks)

Employees leaving the service of OneRen will be granted before leaving any proportion of annual leave due, as per the above tables, provided that, if, at the request of OneRen, or through unavoidable circumstances such leave cannot be granted, the employee shall be paid an allowance in lieu.

*Note*:- *Job sharers* - The annual leave entitlement for job sharers will be determined by their working pattern as a pro-rata share of the entitlement for full-time employees.

**4. PUBLIC HOLIDAYS**

In addition to annual leave, employees shall be granted 12 public holidays per annum. For employees engaged on night/shift working, the public holiday shall be defined as that complete shift which commences on the eve of the public holiday and ends on the day of the public holiday.

As with Annual Leave, the Public Holiday Entitlement is proportionate to the number of days worked per week as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
|  | No of Days /Shifts  Worked per week | Pro Rata Public Holiday  Entitlement |  |
|  |  |
|  |  |  |  |
|  | 1 | 2 |  |
|  | 2 | 5 |  |
|  | 2½ | 6 |  |
|  | 3 | 7 |  |
|  | 4 | 10 |  |

Details of the dates of public holidays will be issued each year to facilities by Personnel services and these dates will be prominently displayed on notice boards within OneRen. Additionally, OneRen has agreed early closure arrangements prior to certain public holidays and these are also circulated within facilities.

When required to work on a public holiday, authorised employees will be paid at double time and one day in lieu will be accrued.

*Note*:- *Job sharers* - arrangements will be made to ensure that Public Holidays are split equitably between the two job sharers.

**5. SICKNESS ALLOWANCES**

On satisfying OneRen’s medical requirements, employees are entitled to sickness allowance in any period of twelve months, dependent on length of continuous Local Government service, as follows:-

|  |  |  |  |
| --- | --- | --- | --- |
|  | Continuous Service at commencement  of absence from duty | Full Allowance  for | Half Allowance  for |
|  |
|  |  |  |  |  |
|  | Less than 26 weeks | Nil | Nil |  |
|  | 26 weeks or more but less than 1 year | 5 weeks | 5 weeks |  |
|  | 1 year but less than 2 years | 9 weeks | 9 weeks |  |
|  | 2 years but less than 3 years | 18 weeks | 18 weeks |  |
|  | 3 years but less than 5 years | 22 weeks | 22 weeks |  |
|  | 5 years and over | 26 weeks | 26 weeks |  |

In order to qualify for payment of sickness allowances, employees must notify their supervisors of any absence, including the reason and likely length, immediately after the normal time for commencement of work on the first day of absence. Employees who work shifts, work part-time or job share, must also notify the absence immediately and not wait until the next day that they are required to work.

OneRen is committed to managing absence through the recording, monitoring and reviewing of levels and reasons for employee sickness absence. The performance and attendance of all employees will be monitored and records will be kept for each individual employee.

In terms of Public and general holidays, employees will not be entitled to a day off in lieu if they are off ill.

Periods of absence due to industrial accident or disease shall be treated wholly separately and shall not count against the period of entitlement for absence due to sickness. The employee shall be entitled to a separate allowance calculated on the same basis as the sickness allowance provided for above.

**6. MEDICAL EXAMINATIONS**

OneRen reserves the right to require any employee to undergo a full medical examination and/or x-ray examination, either pre-entry or during service, where it is considered appropriate.

**7. HOURS OF DUTY**

Unless otherwise intimated to you, your hours of duty will be 37 hours per week, 5 days over 7, exclusive of lunch breaks, to be worked according to the needs of the service. These breaks may be inclusive of lunch breaks where the service demands.

Normal office hours will be:-

Monday - Thursday, 8.45 a.m. - 4.45 p.m. with 26 minutes unpaid lunch break

Friday, 8.45 a.m. - 3.55 p.m. with 26 minutes unpaid lunch break

Where shifts are worked - normal hours of work will be Monday to Sunday between 7am and 11pm. Hours will be as per shift pattern.

Variations of hours will be notified separately and may alter to facilitate operational requirements.

**8. WORK LOCATION**

You are employed within OneRen and may work within any of the facilities under the control of the company. Expenses incurred will be met by ONEREN for any **ADDITIONAL** costs incurred by the employee.

e.g. Home to current place of work = 3 miles; Home to new place of work = 5 miles; OneRen will meet the costs of the extra 2 miles travel.

**9. NOTICE REQUIREMENTS**

Subject to the provisions of the Scheme referred to in paragraph 1 above, for those employed on grade 9 and below, your employment may be terminated by a minimum of 4 weeks’ notice in writing on either side unless otherwise stated.

For those employed on grade 10 and above, your employment may be terminated by a minimum of 3 months’ notice in writing on either side unless otherwise stated.

Notwithstanding this, if you are employed on a temporary basis, your temporary appointment may be terminated by a minimum of 1 week’s notice on either side unless otherwise stated.

**10. CALCULATION OF A DAY’S SALARY**

Calculation of a day’s salary will be on the basis of 1/365ths of each employee’s annual salary.

The normal hourly rate calculator shall be on the basis of 1/37th (1924 hours per annum). Overtime payments shall be calculated on the same basis, i.e. 1/37th.

**11. PAY FREQUENCY**

Your salary will be paid 4 weekly by credit transfer.

**12. PAY ADJUSTMENTS**

Notification of future pay changes will be contained in your pay slip.

In the unlikely event of any overpayments being made to you due to any error, these will be recovered directly from your pay, after consultation with you, and if necessary, your Trade Union and following completion of a mandate. Similarly, repayment of any underpayments will be made directly into your pay.

In this connection it is incumbent on you to notify your supervisor if you suspect any errors in payment, whether these are under or overpayments.

**13**. **PROMOTION**

Any conditions of service currently enjoyed on a “personal preservation” basis will lapse on gaining promotion or on voluntary transfer to another post.

**14. PENSION SCHEME**

OneRen is a member of the Strathclyde Pension Fund which operates in accordance with the Local Government Pension Scheme (Scotland) Regulations 1998. All employees aged 16 and over are deemed to be pensionable employees and are automatically included in the Scheme, although they do have the right to opt out.

Should you require further information on the Scheme or information on either opting in or out of the Scheme, please contact the Strathclyde Pension Fund Office, Charlotte House, 78 Queen Street, Glasgow G1 3DN.

A contracting-out certificate, in accordance with the Social Security Pensions Act 1975, as amended, is in force in respect of the appropriate Local Government Pension Scheme and in respect of the employment category into which you fall.

**15. GRIEVANCE PROCEDURES**

If you have any grievance regarding your employment at any time, you should bring your grievance to the attention of your supervisor in the first instance. Subsequent steps are explained in OneRen’s Grievance Procedures, a copy of which is available from the Personnel section.

**16. DISCIPLINARY PROCEDURES**

The Disciplinary Procedures for employees are as agreed by OneRen. Further details are available from the Personnel section.

**17. EQUAL OPPORTUNITIES**

OneRen is an Equal Opportunities employer and its policy in this respect aims to ensure that no job applicant or employee receives less favourable treatment than any other on any grounds including:-

sex, marital status, disability, race, colour, religious belief, political belief, sexual orientation, nationality, ethnic origin, age, trade union activity, place of residence, responsibility for dependants or employment status or disadvantage by conditions or requirements which cannot be shown to be justifiable.

Full details of the policy are available in the Personnel section.

**18. COLLECTIVE BARGAINING**

OneRen, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations problems by discussion and agreement. For practical purposes this can only be conducted by representatives of the employer and the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees’ organisations should be fully representative.

OneRen is represented on the National and Scottish Councils dealing with Local Authorities Services. It is equally sensible for you too, to be in membership of a trade union representing you on the appropriate negotiating body and you are encouraged to do so. OneRen recognises all unions represented on the Scottish Council.

Details of the Trade Unions on the appropriate negotiating body can be obtained from the Personnel section. Employees wishing to join a trade union would then be required to apply for membership via the appropriate trade union office/trade union representative.

**19. DUTIES OF POST**

The duties applicable to your post will be prescribed by the Chief Executive or other nominated person who will also exercise supervision over your services.

If the circumstances so require, you may be employed on other duties, appropriate to your grade, in your own or another location, after consultation with you and, if necessary, your Trade Union.

**20. CHANGES TO TERMS AND CONDITIONS**

Future changes in the terms and conditions of employment given in the Scheme and other documents referred to in paragraph 1 above will be recorded in these documents within one month of the date they occur. Your terms and conditions will be deemed to have changed accordingly.

Notification of such changes will be either in writing directly to you, through your payslip, or by such other method as considered appropriate.

Any queries on your terms and conditions of employment should be raised with your supervisor in the first instance.

**21. MATERNITY LEAVE**

Where an employee becomes pregnant, she will have certain rights in respect of maternity leave, with or without pay; maternity pay or maternity allowance; and the right to return to work. These rights may be statutory or in accordance with the Scheme of Conditions of Service referred to in paragraph 1. Pregnant employees are, therefore, advised to enquire about their own specific entitlement as soon as they are aware of their expected week of confinement and no later than 21 days before the maternity leave is to commence. Information and guidance is available from the Personnel section.

**22. PATERNITY LEAVE**

Fathers or partners of an expectant mother may be entitled to statutory paternity leave. Information and guidance is available from the Personnel section.

**23. ADOPTION LEAVE**

Employees may be entitled to adoption leave, providing they meet certain qualifying criteria, for the purpose of adopting a child. Information and guidance is available from the Personnel section.

**24. PARENTAL LEAVE**

Employees may be entitled to take time of work to look after a child or make arrangements for the child’s welfare, providing qualifying criteria is met. Information and guidance is available from the Personnel section.

**25. BEREAVEMENT**

Leave with pay may be granted in specific circumstances. Information and guidance is available from the Personnel section.

**26. JOB SHARING**

OneRen operates a Job Sharing Scheme which provides for a working arrangement involving two people sharing the responsibilities, tasks, hours, pay and benefits of one post. Full details are available in the Personnel section.

**27. GROUP LIFE ASSURANCE**

A non-contributory Group Life Assurance Scheme is in operation which provides a benefit to the dependants of employees who die while in service. Entry to the scheme is dependent on holding a permanent appointment.

**28. POLITICAL RESTRICTION**

In accordance with the Local Government and Housing Act 1989 there are posts which are designated politically restricted. Where such a restriction applies "Notes for Guidance on Political Restriction" will be provided with the offer of appointment.

**29. TRAVEL AND SUBSISTENCE**

Travelling and subsistence expenses incurred while on official duty will be reimbursed in accordance with OneRen’s Travelling Expenses and Subsistence Allowances Scheme. Full details are available in the Personnel section.

**30. SMOKING IN THE WORKPLACE**

OneRen operates a No Smoking policy. Full details of the policy are available in the Personnel section.

**31. RESETTLEMENT SCHEME**

The Scheme may apply in whole or in part to new entrants to OneRen who require to move home in order to take up employment with OneRen. In cases where the Scheme applies, full details will be provided to the employee by the Personnel section.

**32. HARASSMENT, DISCRIMINATION AND VICTIMISATION AT WORK**

OneRen recognises that harassment, discrimination and victimisation can create an intimidating, hostile or humiliating working environment which can affect the health, confidence, morale and job performance of employees. In recognition, therefore, of both it’s managerial and legal responsibilities, ONEREN is committed to the achievement, as far as is practicably possible, of a working environment in which all employees are treated, and treat each other, with respect and dignity. Full details of the policy are available in the Personnel section.

**33. TRAINING AND DEVELOPMENT**

OneRen is committed to developing a culture of continuous learning and is, therefore, committed to providing as wide a range of opportunities as possible, subject to the exigencies of the service, to enable its employees to acquire the skills, knowledge and qualifications necessary to perform efficiently and effectively in their jobs and to deliver the services required in accordance with ONEREN policies. All requests for training must be made through consultation with the employee’s line manager in the first instance. Full details of the Training and Development Policy are available in the Personnel section.

**34. HEALTH & SAFETY**

It is the policy of OneRen to take all reasonably practicable steps to ensure the Health, Safety and Welfare at Work of it’s employees and all other persons who may be affected by it’s undertakings. Everyone working in OneRen shares in that responsibility within his/her own working environment and all employees will be expected to co-operate in the implementation of ONEREN’s Health and Safety Policy. Full details of the policy are available in the Personnel section.

**35. CHANGE OF HOME ADDRESS/TELEPHONE NUMBER**

Any alteration to home address and/or telephone number **must be notified immediately** to the Personnel section via the line manager.

**36. FLEXIBLE WORKING HOURS SCHEME (if applicable)**

Please note that the Flexible Working Hours Scheme is a facility and is not a condition of service. It is available in certain locations, but there will be situations where it is not possible to reconcile flexible working hours with the exigencies of the service and/or the requirements of a post and in those instances, the Scheme will not apply. The Scheme depends on co-operation between staff and managers to ensure provision of the service at all times throughout normal working hours. In those locations operating a Flexible Working Hours Scheme, details of the Scheme will be issued, together with a card to be used for recording purposes.

**37. TIME IN LIEU**

It is anticipated that “Time in Lieu” would be worked on an occasional basis and would be initiated in the first instance as a management request to meet the requirements of the service, in extraordinary circumstances. Time off (at plain time) is through agreement with management during the following four week period. Time off in lieu cannot be accumulated nor carried forward beyond the four week cut off period.

Any time worked or taken off during the working week should be recorded on the

appropriate sheet, signed by the employee and authorised by the line manager.

**38. WESTFIELD HEALTHCARE SCHEME**

A non-contributory Healthcare Scheme is provided to employees offering the benefits of

Level One cover. Additional cover may be obtained through personal contributions by the

employee. Further details may be obtained from the Personnel Section.

**39. COMPUTER SECURITY** **(if applicable)**

If you are authorised by your line manager to use computer systems you must comply with the procedures detailed in your department’s ‘Computer Security Manual’. Further details are available from your line manager.

**40. DATA MATCHING**

OneRen’s Data Protection registration allows for the use of computerised payroll files in the identification of employees with Council Tax arrears. Accordingly regular checks will be made by the Department of Finance and Information Technology to ensure that employees of ONEREN who are Renfrewshire Council Tax payers are up to date with their payments.

Also, any information provided to the Council may be used in matching exercises within the Council and with organisations outwith the Council to detect instances of erroneous information and to assist in debt recovery and fraud prevention exercises.

**41. OFFICIAL CONDUCT**

Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained. A Code of Conduct exists which establishes clear rules and guidance on the proper conduct for Renfrewshire Leisure employees. A summarised version of the Code is enclosed in booklet form entitled Code of Conduct for Employees.

The above summary of your terms and conditions of service is prepared for guidance only and should not be interpreted to supersede the full terms and conditions of service as referred to in paragraph 1 above. Full details are available for inspection in the Personnel section.