

Summary of Main Terms and Conditions of Employment

# This summary, together with the specific details intimated in your offer of appointment letter, constitutes the main terms and conditions of your employment for the purposes of Section 1 of the Employment Rights Act 1996.

**CONTENTS**

|  |  |  |
| --- | --- | --- |
|  | **CONTRACTUAL CONDITIONS** |  |
| **Paragraph** | **Title** | **Page** |
| **1** | B.E.S.T. | 3 |
| **2** | Conditions of Service | 3 |
| **3** | Continuous Service | 4 |
| **4** | Work Location | 4 |
| **5** | Duties of Post | 4 |
| **6** | Standard Working Week | 5 |
| **7** | Calculation of a Day’s Salary | 5 |
| **8** | Overtime Payments | 5 |
| **9** | Part Time Working | 5 |
| **10** | Shift Allowances | 6 |
| **11** | Night Working Allowance | 6 |
| **12** | Working on a Rest Day or Free Day | 6 |
| **13** | Temporarily Undertaking Higher Duties | 6 |
| **14** | Standby Duty Allowance | 7 |
| **15** | Payments for Employees Not On Standby | 7 |
| **16** | Recall to Work | 7 |
| **17** | Subsistence Allowances | 7 |
| **18** | Out of Pocket Expenses | 8 |
| **19** | Pay Adjustments/Recovery of Overpayments | 8 |
| **20** | Pension Scheme | 8 |
| **21** | Annual Leave | 9 |
| **22** | Public Holidays | 10 |
| **23** | Working on a Public Holiday | 11 |
| **24** | Sickness Allowances | 11 |
| **25** | Grievance Procedure | 12 |
| **26** | Disciplinary Procedures | 12 |
| **27** | Maternity, Adoption, Paternity and Shared Parental Leave | 13 |
| **28** | Notice Requirements | 13 |

|  |  |  |
| --- | --- | --- |
| **29** | Collective Bargaining | 13 |
| **30** | Prevention and Detection of Fraud | 14 |
| **31** | Notification of Criminal Charges/Convictions | 14 |
| **32** | Changes to Terms and Conditions | 14 |
| **33** | Medical Checks/Examinations | 14 |
| **34** | Data Protection | 14 |
| **35** | Change in Personal Circumstances | 15 |
|  | **NON CONTRACTUAL CONDITIONS** |  |
| **Paragraph** | **Title** | **Page** |
| **36 37** | Flexible Working Smarter Workstyles (office-based roles) | 15 15 |
| **38** | Special Leave/Carers Leave | 16 |
| **39** | Health and Safety | 17 |
| **40** | Employee Welfare | 17 |
| **41** | Smoking in the Workplace | 17 |
| **42** | Car Mileage | 18 |
| **43** | Working Beyond 65 Years of Age | 18 |
| **44** | Code of Conduct | 18 |
| **45** | Equal Opportunities | 18 |
| **46** | Employee Benefits | 18 |
| **47** | Further Information | 19 |

# **B.E.S.T.**

# East Ayrshire Leisure is a Scottish Charitable Incorporated Organisation (Charity No: SCO43987) whose main purpose is to deliver inspiring cultural, countryside and sporting services and experiences for local residents and visitors to the area. We are an employer of choice and offer competitive salaries and excellent benefits including flexible working and a competitive pension scheme. We are committed to your personal development and helping you gain and enhance the skills and knowledge you need to carry out your job to the highest standards.

This document summarises the main Terms and Conditions of your employment. If you have any further queries, please contact [EALeisureHR@eastayrshireleisure.com](mailto:EALeisureHR@eastayrshireleisure.com).

# **Our B.E.S.T Values & Behaviours**

We focus on delivering a first class service to all our customers and our B.E.S.T. values were produced in consultation with our employees.

You will find the B.E.S.T. qualities and behaviours detailed within the Job Outline and Person Specification for your job. You are expected to demonstrate all these qualities in all work you do as an employee of the Trust.

|  |  |
| --- | --- |
| **VALUES:** | **VALUE STATEMENTS** |
| **Honesty & Integrity** | **B**eing honest and demonstrating integrity at all times |
| **Engaging & Inclusive** | **E**ngaging and inclusive with our people, partners and stakeholders |
| **Ambitious & Aspirational** | **S**triving for continuous improvement by being ambitious and inspirational in all that we do |
| **Responsible & Accountable** | **T**aking responsibility and being accountable for our organisation and our  service delivery |

# **CONDITIONS OF SERVICE**

Your terms and conditions of employment are in accordance with:-

1. national terms and conditions of service as covered by collective agreements embodied in the Scheme of Conditions of Service for Scottish Local Government Employees i.e. the Red Book and the Scheme of Conditions of Service for Local Government Employees as adopted and applied by East Ayrshire Leisure;
2. certain additional terms and conditions determined by East Ayrshire Leisure as contained in Circulars issued by the Head of Human Resources; and
3. any special conditions relating to your post as referred to in your offer of Employment and Written Statement of Particulars.

Full details of the terms and conditions at (a) and (b) above are available for inspection from EAC Human Resources.

Any changes in the general terms and conditions of employment as a result of Collective Bargaining arrangements at a local level as adopted and adapted by East Ayrshire Leisure will notified you by means of a Circular issued by EAC Head of People & Culture

# **CONTINUOUS SERVICE**

For the purpose of Section 211 of the Employment Rights Act 1996, the Trust does not recognise service with any previous employer(s) as being continuous service with the Trust, except continuous service with an antecedent Authority, where that service was recognised by the Trust in terms of the Local Authorities Staff Transfer Schemes of 1975 and 1995. However, it does recognise continuous service with local government employers and certain related bodies as defined in the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 and subsequent Amendment Orders, for the purpose of calculating entitlement to redundancy payments, period of notice, annual leave, sickness allowance, maternity and adoption leave, and special leave (where appropriate).

Employees who were employed with an appropriate Local Government Employer at 30 June 1999 whose employer at that time recognised their previous reckonable service for purposes of Annual Leave, Sick Pay and Maternity Leave etc. will retain this service as long as they have been continuously employed with an employer(s) recognised by the Trust.

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

Employees appointed to the Trust from another employer listed in the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 and subsequent Amendment Orders, who wish their previous service to be recognised by the Trust, will require to provide appropriate confirmation of this service from their previous employer.

Any queries on the recognition of previous service, including breaks for maternity reasons, should be raised with the Corporate Team within Investing in Our People and Embracing Our Values.

# **WORK LOCATION**

Your work location/administrative base is as detailed in the appropriate paragraph of your Offer of Appointment and Written Statement of Particulars.

Administrative base is the term used for roles where the post holder has flexibility to work between home and the office. In this case your administrative base is your base work location and should be used for administrative purposes such as mileage or other travel costs.

Where you are required to transfer your work location/administrative base to another location within the Trust as may be considered reasonable after consultation with you and, if necessary, your Trade Union, excess travel expenses may be payable where additional travel costs are incurred (refer to Per Circular 10/96 on EAC’s intranet for full details)

There is no requirement for you to work outside the United Kingdom.

# **DUTIES OF THE POST**

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

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

A Job Outline detailing the duties/responsibilities of your post, which may be amended from time to time, is available from the Corporate Team within Investing in Our People and Embracing Our Values.

# **STANDARD WORKING WEEK**

The core working week for East Ayrshire Leisure is Monday to Sunday 6 am to 10 pm.

The normal working week applicable to the service in which you work is detailed in your Offer of Appointment and Written Statement of Particulars.

No enhanced payments will be made for hours worked as part of the normal working week within the above period.

For roles which involve home working, your hours of work will be the same as if working within the office unless otherwise agreed with your line manager.

# **CALCULATION OF A DAY’S SALARY**

Calculation of a day’s salary will be on the basis of 1/260th of annual salary for full time employees with an appropriate pro rata calculation for part-time employees based on their working pattern. The normal hourly rate calculator will be on the basis of 1/35th of your weekly pay for employees whose full time working week is 35 hours, and 1/37th for those employees whose full time working week is 37 hours. Weekly pay is calculated as 1/52nd of your annual salary.

# **OVERTIME PAYMENTS**

The overtime payments calculator is 1/37th for all employees. Employees will be paid plain time for all hours worked up to 37 hours.

All Overtime payments will be at the rate of time and a half for all hours worked in excess of 37 hours per week except for overtime worked on a Public Holiday when the overtime payment will be at the rate of double time.

Overtime payments for employees will be based on an employee’s hourly rate up to G10. The overtime ceiling will be SCP 40 (top SCP of Grade 10). Where in exceptional circumstances it is agreed that an employee on a grade higher than Grade 10 may be paid for overtime working, then the hourly rate applicable will be SCP 40.

# **PART TIME WORKING**

Employees working less than full time hours will be paid the same grade as full time employees doing the same job.

Holidays and all other entitlements such as first aid allowance will be paid on a pro-rata basis.

Part time employees who work additional hours beyond their contracted hours will be paid at plain time for all hours worked up to 37 per week.

# **SHIFT ALLOWANCE**

If you are required to work in accordance with a shift pattern, the allowance will be paid in accordance with the rates below. You will not qualify for shift allowance working one single shift, you must be working days on a variable pattern.

## Basic Shift Pattern 10% of Hourly Rate

Basic Shift Pattern is paid where the shift rota does not exceed 2 weeks and there is no requirement to work between the hours of 10pm to 6am.

## Medium Shift Pattern 12.5% of Hourly Rate

Medium Shift Pattern is paid where the shift rota does not exceed 3 weeks and there is no requirement to work between the hours of 10pm and 6am.

## Complex Shift Pattern 17% of Hourly Rate

Complex Shift Pattern is paid where the shift rota does not exceed 3 weeks and there is a requirement to work between the hours of 10pm and 6am.

# **NIGHT WORKING ALLOWANCE**

Employees will be paid at the rate of time and a third for all hours worked between 10pm and 6am as part of the working week.

# **WORKING ON A REST DAY OR FREE DAY**

A rest day and free day will be determined dependent upon the working pattern of each job. Payment for hours worked on these days will be at the rate of time and a half.

# **TEMPORARILY UNDERTAKING HIGHER DUTIES**

Employees undertaking higher duties will receive payment from day one based on the percentage of higher duties they actually undertake. The duties must be at a higher level and outwith the demands of their current job. The percentage payment will be kept under review to determine that it accurately reflects the higher duties being undertaken throughout the period involved. An uplift of 8.3% will be included in respect of holiday pay. Responsibility payments are for short term cover and it is expected that they would last no more than 6 months.

This payment will not be paid where the higher graded post holder is absent on annual leave except in situations to avoid service failure e.g. where a squad needs a driver and someone requires to take on the driver’s duties to enable work to continue to be undertaken. Employees will not be paid the higher duties payment where they are absent due to sickness for a period exceeding 4 weeks.

# **STANDBY DUTY ALLOWANCE**

A standby duty allowance will be paid where employees participate in a formal standby duty rota and remain at home after normal working hours and at weekends and public holidays to deal with emergencies which may arise. The standby allowances effective from 1 April 2020 are:

|  |  |
| --- | --- |
| For each complete week of standby duty actually performed  **Plus**  For each public holiday or extra statutory holiday in that week | £95.42  £17.93 |
| For broken periods of standby duty: Monday to Friday (per night) Saturday (for 24 hours)  Sunday, Public and extra statutory holidays (for 24 hours) | £9.51  £20.26  £27.61 |

# **PAYMENTS FOR EMPLOYEES NOT ON STANDBY**

Employees not undertaking standby duty who are contacted or called out will be paid on the following basis:-

For each occasion on which an employee is contacted and which results in the exercise of their skills, either at the employee’s home or elsewhere, a payment of £20.99, effective from 1 April 2020, is made. An employee will, however, only be entitled to receive one such payment within each period of two hours, commencing with the first contact.

Where the call out or subsequent disturbance or call out is in excess of one hour, the employee will be entitled to further payment for the whole period of disturbance or call out at the appropriate overtime rate.

# **RECALL TO WORK**

An employee who has returned home at the end of the working day and who is recalled to work will be paid overtime as follows:

* Return to work is less than two hours – a payment of two hours at time and a half
* Return to work is more than two hours – time and a half paid for all hours actually worked

# **SUBSISTENCE ALLOWANCES**

Employees who are prevented by their official duties from taking a meal at their home or place of work

where normally take their meals, or who are required to be absent overnight while working, are entitled to be reimbursed for additional expenditure incurred as follows:

|  |  |
| --- | --- |
| **Meal** | **Allowance** |
| Breakfast | £4.48 |
| Lunch | £6.17 |
| Tea | £2.43 |
| Evening Meal | £7.64 |

# **OUT OF POCKET EXPENSES**

The current out of pocket expenses allowances for employees on residential training courses are as follows:

|  |  |
| --- | --- |
| Daily | £3.63 |
| Weekly | £14.55 |

# **PAY ADJUSTMENTS / RECOVERY OF OVERPAYMENTS**

Future salary changes will be reflected within your payslip. You have a responsibility to check that you are being paid correctly and you must notify your supervisor if you suspect any error in payment whether this is an underpayment or an overpayment.

The Trust will be entitled to recover any sums as a result of an overpayment in salary, allowances or any other payments made in error.

Any overpayments or underpayments concerning your salary will be investigated. The appropriate adjustments will be made to your salary after providing you with the relevant details. In the case of overpayments, where the amount is less than 10% of your net pay this will be recovered in one instalment from your next pay. Where the amount is over 10% of your net pay, you will have the opportunity to pay by instalments of no less than 10% from each subsequent pay.

# **PENSION SCHEME**

The Trust is a member of the Strathclyde Pension Fund which operates a Pension Scheme in accordance with the Local Government Pension Scheme (Scotland) Regulations 2014 and the Local Government Pension Scheme (Transitional Provisions & Savings) (Scotland) Regulations 2014. On commencement of employment you will automatically become a member of the Local Government Pension Scheme (LPGS). However, it is not a condition of your employment that you become a member of the pension scheme and you may elect not to join.

If you change jobs but stay working in local government or for another employer who is part of the LGPS, you can ask to have your pension transferred to your new employer. Your pension will not be transferred automatically. If you are getting paid less in your new job, it might not be in your best interests to transfer your pension. Remember to consider taking financial advice.

Should you wish to transfer deferred benefits from another employer within the LGPS, you should do so within one year of re-joining the LGPS as after that there is no automatic right to do so.

Further information on the pension scheme is available from the Corporate Team within Investing in Our People and Embracing Our Values.

# **ANNUAL LEAVE**

The annual leave year is 1 January to 31 December. All leave must be taken within the period 1 January of the year to which it relates and 31 January of the following year. Any leave not taken by 31 January will be forfeited. Annual leave entitlement is based on completed years of recognised continuous service at the commencement of the leave year as follows:-

|  |  |
| --- | --- |
| **Service**  1-4 years  5-9 years  10-14 years  15-19 years  20 years and over | **Entitlement**  21 days  26 days  29 days  30 days  31 days |

The annual leave entitlement of employees joining or leaving the Trust will be proportionate to their completed months of service during the leave year as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **COMPLETED MONTHS** | **21 DAYS**  **(1 - 4 yrs service)** | **26 DAYS**  **(5 - 9 yrs service)** | **29 DAYS**  **(10 - 14 yrs service)** | **30 DAYS**  **(15 -19 yrs service)** | **31 DAYS**  **(20 yrs and over service)** |
| 1 | 2 | 2 | 2.5 | 2.5 | 2.5 |
| 2 | 3.5 | 4.5 | 5 | 5 | 5 |
| 3 | 5.5 | 6.5 | 7.5 | 7.5 | 7.5 |
| 4 | 7 | 8.5 | 9.5 | 10 | 10.5 |
| 5 | 9 | 11 | 12 | 12.5 | 13 |
| 6 | 10.5 | 13 | 14.5 | 15 | 15.5 |
| 7 | 12.5 | 15 | 17 | 17.5 | 18 |
| 8 | 14 | 17.5 | 19.5 | 20 | 20.5 |
| 9 | 16 | 19.5 | 22 | 22.5 | 23 |
| 10 | 17.5 | 21.5 | 24 | 25 | 26 |
| 11 | 19.5 | 24 | 26.5 | 27.5 | 28.5 |

The entitlement for annual leave as outlined above applies to five day working patterns.

The term 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).

Annual leave for other working patterns is calculated depending on the number of days/shifts worked per week or per fortnight as shown in the undernoted table:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DAYS/SHIFTS WORKED PER WEEK/FORTNIGHT** | **21 DAYS**  **(1 - 4 yrs service)** | **26 DAYS**  **(5 - 9 yrs service)** | **28 DAYS**  **(10 - 14 yrs service)** | **30 DAYS**  **(15 -19 yrs service)** | **31 DAYS**  **(20 yrs and over service)** |
| 5/5 | 21 | 26 | 29 | 30 | 31 |
| 4/5 | 17 | 21 | 23 | 24 | 25 |
| 3/5 | 12.5 | 15.5 | 17.5 | 18 | 18.5 |
| 2.5/5 | 10.5 | 13 | 14.5 | 15 | 15.5 |
| 2/5 | 8.5 | 10.5 | 11.5 | 12 | 12.5 |
| 1/5 | 4 | 5 | 6 | 6 | 6 |
| 7/10 | 14.5 | 18 | 20.5 | 21 | 21.5 |

An employee who leaves the service of the Trust for reasons other than dismissal or misconduct will be granted before leaving any proportion of annual leave due, as per the above table. In certain circumstances where leave cannot be granted, either at the request of the Trust or through unavoidable circumstances, the employee will be paid an allowance in lieu.

# **22. PUBLIC HOLIDAYS**

In addition to annual leave, employees will be granted a maximum of 12 public holidays per annum:

|  |  |
| --- | --- |
| **Easter:** | Good Friday and Easter Monday |
| **May Day:** | First Monday in May |
| **September Weekend:** | Friday and Monday of Ayr Gold Cup Weekend |
| **Christmas and New Year:** | Seven days |

These days may be amended by local agreement after consultation with the Trade Unions. Any such amendments will be formally notified to those employees affected by a local agreement.

The entitlement to public holidays for part-time employees is the same as that of full-time employees, applied on a pro-rata basis. As with annual leave, the Public Holiday Entitlement is proportionate to the number of days/shifts worked per week/fortnight as follows: -

|  |  |
| --- | --- |
| **Days/Shifts per week/fortnight** | **Public Holiday Entitlement** |
| 1/5 | 2.5 |
| 2/5 | 5 |
| 2.5/5 | 6 |
| 3/5 | 7 |
| 4/5 | 9.5 |
| 5/5 | 12 |
| 7/10 | 8.5 |

EAC Head of People & Culture will issue a Per Circular confirming the dates of public holidays each year.

# **23. WORKING ON A PUBLIC HOLIDAY**

Where an employee’s work pattern results in their public holiday entitlement being exceeded the employee will have the following options:

* 1. Arrange with their line manager to work an additional day(s) to compensate

or

* 1. Deduct the day(s) from their annual leave entitlement

Similarly, where the work pattern results in an employee receiving less public holidays than their entitlement, their annual leave entitlement is increased accordingly.

Where employees are required to work on a public holiday as part of the their normal working week, in addition to the normal pay for that day, the time actually worked on the public holiday, will be paid as follows:-

Plain time with time off in lieu with pay at a later date on the following basis: -

|  |  |
| --- | --- |
| **Time Worked** | **Time off in lieu** |
| Half of a normal day/night/shift or less  Over half a normal day/night/shift | Half of a normal day/night/shift  Full normal day/night/shift |
| or  Double time for the time actually worked within the normal hours, with no time off in lieu at a later date | |

# **24. SICKNESS ALLOWANCES**

The Trust is committed to supporting the health and wellbeing of employees and endeavours to provide early support through a range of interventions to assist employees return to work from a period of absence. An Employee Wellbeing Framework is embedded as a key element of organisational culture. In order to identify trends and causes of absence across the Trust, absence levels and reasons are monitored. Similarly individual employee absence levels are recorded and monitored through our Supporting Attendance at Work Policy.

On satisfying the Trust’s medical requirements, employees are entitled to sickness allowance in any period of twelve months on a graded basis dependent on length of recognised continuous service as follows:-

|  |  |  |
| --- | --- | --- |
| **Continuous Service at Date Absence Begins** | **Full Allowance** | **Half Allowance** |
| Less than 26 weeks | Nil | Nil |
| 26 weeks 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 |

Full details of Sickness Allowance and the procedures relating to sickness absence are available within the Supporting Attendance at Work Policy on the Trust’s intranet.

# **GRIEVANCE PROCEDURE**

If you have a grievance regarding your employment at any time, you should bring your grievance to the attention of your supervisor or line manager. The Trust will always look to resolve any concerns at the earliest stage. However, where this is not possible, full details of the procedure are explained in the Grievance Procedure, a copy of which is available on the Trust’s intranet.

# **DISCIPLINARY PROCEDURES**

The Disciplinary Procedures applicable to your employment, including rights of appeal, are available on the Trust’s intranet.

# **MATERNITY, ADOPTION, PATERTY AND SHARED PARENTAL LEAVE**

Entitlement to maternity, adoption, paternity and shared parental leave and pay are in accordance with the Scheme of Terms and Conditions of Service referred to in paragraph 2 above, and paid as follows:

All pregnant employees or adoptive parents of children up to the age of 18 years are entitled to take up to 52 weeks of maternity or adoption leave. However access to maternity or adoption pay is subject to having at least 26 weeks service by the 15th week before the Expected Week of Confinement *or* the week in which you were notified you were being matched with a child be an approved adoption agency.

|  |  |
| --- | --- |
| Maternity/Adoption pay is paid as follows: | |
| Weeks 1-6 | Paid at 9/10ths of your weekly pay, offset against any payments of SMP/SAP or Maternity/Adoption Allowance (MA/AA) you may be entitled to; |
| Weeks 6-18 | Paid at half your weekly pay, plus any payments of SMP/SAP or MA/AA you may be entitled to, subject to the total not exceeding your normal full pay; |
| Weeks 18–39 | Paid at the current applicable rate of SMP/SAP or 90% of average weekly earnings, whichever is the lesser amount |

Full details of the Maternity, Adoption, Paternity and Shared Parental Leave, are available on the Trust’s intranet.

# **NOTICE REQUIREMENTS**

The minimum notice period to terminate employment by both employees and the Trust will be 4 weeks, in writing, for all local government employees. Employees may be able to negotiate a shorter notice period by agreement with their Strategic Lead. Strategic Leads should give particular consideration to those on temporary contracts of employment where a shorter notice period can be objectively justified.

The periods of notice to be given by the Trust are as follows:-

|  |  |
| --- | --- |
| **Period of Recognised Continuous Service** | **Minimum Period of Notice** |
| Four weeks or more but less than four years | Four weeks |
| Four years or more | One week for each year of continuous service up to a maximum of 12 weeks |

# **COLLECTIVE BARGAINING**

The Trust, as your employer supports the system of collective bargaining 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 employers and of the employees. If collective bargaining of this kind is to continue and improve for the benefit for both, it is essential that the employees’ organisations should be fully representative. The Trust is, in association with other Scottish Local Authorities, represented on the Scottish Joint Council for Local Government Employees.

Accordingly, it is considered appropriate for you to be in membership of a trade union representing

you on this negotiating body and you are encouraged so to do. Details of the Trade Unions on the above negotiating body are available from the Corporate Team within Investing in Our People and Embracing Our Values.

# **PREVENTION AND DETECTION OF FRAUD**

The Trust has a duty to protect the public funds it administers. The information you provide to the Trust and other personal data held may be used for the prevention and detection of fraud. The Trust may share this information with other bodies responsible for auditing or administering public funds for the prevention and detection of fraud, for example, the Trust participates in the National Fraud Initiative data matching exercise where payroll data is used for cross system and cross authority comparison purposes aimed at stopping fraud.

# **NOTIFICATION OF CRIMINAL CHARGES / CONVICTIONS**

If you are charged with or convicted of a criminal offence, you must report that fact to your line manager at the earliest opportunity. You should also advise your line manager if you receive points on your driving licence for any Endorsable Offence. This will enable the Trust to review any potential impact on your employment.

# **CHANGES TO TERMS AND CONDITIONS**

Future changes in the terms and conditions of employment, as referred to in paragraph 2 (a) and (b) will be recorded in the relevant 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 either be in writing directly to you, through your payslip, in Circulars issued by EAC Head of People & Culture, or by such other method as deemed appropriate.

There may be occasions where the Trust requires to change specific terms and conditions relating to your post (referred to in paragraph 2 (c)). This will be discussed with you and where applicable your Trade Union Representative in advance of the change, and you will receive the appropriate notice, up to a maximum of 90 days.

# **MEDICAL CHECKS/EXAMINATIONS**

A health questionnaire, completed by the successful applicant, is submitted to Occupational Health during pre-appointment checks to ensure the applicant is medically fit to undertake the role.

If driving is an essential part of your role, a satisfactory vehicle licence check and completion of an online driver training module and/or driving assessment, appropriate to the category of vehicle driven, will be required prior to you being issued with your drivers permit. Permits are reviewed on a 4 yearly basis.

The Trust reserves the right to require any employee to undergo a full medical examination, where it is considered appropriate.

# **DATA PROTECTION**

The General Data Protection Regulations (GDPR) and Data Protection Act 2018 ensures the protection of individuals whose personal data is held or processed by the Trust. As an employee of the Trust, you may have access to personal information in the course of your duties. In terms of the Act, you are bound to process all personal information fairly and lawfully and in accordance with the statutory rights of the individual.

You must ensure that no personal information is disclosed unless a legitimate right of access exists. If you are unsure as to the correct method of dealing with a request for personal information, you should seek the advice of your line manager. Under no circumstances should you disclose personal information unless either you are satisfied that a legitimate right of access exists or your line manager has authorised the disclosure of information.

The Trust needs to gather and process personal data about its employees. The type of information includes: biographical details (name, address, date of birth); photograph for ID badge; financial information (bank account number, salary, pension contributions, Trade Union membership deductions); training information; health and sickness information. This information is used mainly for HR and Finance purposes, for example to enable the Trust to pay your salary, monitor your attendance and record your training activities.

# **CHANGE IN PERSONAL CIRCUMSTANCES**

Any change in your personal circumstances which affects your personnel record eg. home address, telephone number, emergency contact details etc, must be notified the Corporate Team within Investing in Our People and Embracing Our Values.

# **NON CONTRACTUAL CONDITIONS**

**The following paragraphs are for information and are neither incorporated into nor form part of your terms and conditions.**

# **FLEXIBLE WORKING**

The Trust is committed to empowering its employees to adopt a smarter and more flexible approach to work where possible. This goes beyond the range of employment policies relating to work-life balance to include greater flexibility over the hours worked; and for many of our employees on both how and where they carry out their work.

Whilst Flexible Working is a facility and not a condition of service, any request to formally change your working hours or pattern will be considered a contractual change to your contract of employment. Employees of the Trust can apply to be considered to formally vary their hours of work in accordance with the following flexible working options:

* Variable Hours/Reduced Hours
* Compressed Hours
* Job Share

Applications will be considered in accordance with the Flexible Working Policy which can be found on the Trust’s intranet.

# **SMARTER WORKSTYLES (OFFICE-BASED ROLES)**

# The Trust recognises that there are many roles which are primarily office-based and for which greater flexibility can be afforded as to how and where work is carried out. The flexible approach to working reflects the Trust’s B.E.S.T. values and behaviours and smarter working principles:

# Employees empowered to choose the work place and space that best suits the task at hand;

# Employees empowered to work flexibly with less bureaucratic approach to flexible working;

# Having a workforce culture which embraces flexibility;

# Having ICT solutions to aid flexibility/collaboration.

# Whilst every effort is made to support the work-life balance of all Trust employees, these smarter working workstyles relate only to office-based roles whose remit can be supported by this model.

# Upon appointment to an office-based role you will be notified of your ‘workstyle’ which will have been assigned in accordance with the nature of the work that you carry out. How and where you carry out your work within each of the workstyles should be discussed and agreed with your line manager.

|  |  |
| --- | --- |
| **Office-based Workstyles:** | |
| Fixed | 80-100% of time is primarily working at a single office base or work location; |
| Flexible | 50-79% of time is office based. The Postholder is able to work at different/multiple work locations, including working from home and travelling directly from home to external appointments approximately 1-2 days per week. |
| Mobile | 20-49% of time is office-based. The Postholder is able to work at home and different/multiple work locations, and this may include travelling directly from home to work at other locations or direct to visit clients out in the field; |
| Remote | Less than 20% of time is office-based. The Postholder is able to work at home or at other locations or travel directly from home to other work locations and to visit clients out in the field. |

Should an employee feel the workstyle assigned to them is not the most effective for the work they carry out or for their work-life balance, they should discuss this with their line manager and can request a change. Where the duties of the post support the change, a FLEX 1 Form (contained within the Flexible Working Policy) should be completed to confirm the arrangement.

However, where changes to workstyles may be required to suit the needs of Trust services, discussions will be had with affected employees to see if agreement to the change can be reached. Where this is not possible, affected employees will be provided with reasonable notice of the change.

# **SPECIAL LEAVE / CARERS LEAVE**

The Trust offers a range of paid and unpaid leave, including Carers Leave of up to 12 weeks per annum. Full details, including qualifying criteria, can be found on the Trust’s intranet.

Other paid and unpaid leave includes:

* + Reasonable unpaid time off for care of dependants (1 day paid per year)
  + Unpaid Parental Leave (maximum of 4 weeks per annum up to a total of 18 weeks or until the child reaches 18 years)
  + Paid Bereavement Leave (up to 5 days)
  + Paid Parental Bereavement Leave (2 weeks)
  + Paid leave for sickness absence (up to 6 months full pay and 6 months half pay)
  + Leave for Public Duties (paid and unpaid)
  + Paid Leave for volunteering (1 day per year)
  + Paid leave for study or examinations relevant to your role
  + Unpaid Leave for Religious Festivals and Spiritual Observance
  + Reservists Leave (paid and unpaid)

# **HEALTH AND SAFETY**

The Trust recognises its responsibilities under the Health and Safety at Work Act 1974 as an employer for providing a safe and healthy workplace and working environment for all employees. It is the Trust’s policy to take all reasonable practicable steps to fulfil these responsibilities.

As an employee you also have a duty and responsibility under the Health and Safety Regulations to take care of your own safety and that of other employees, and you must familiarise yourself with both the Trust’s Corporate Health, Safety and Wellbeing Policy and localised procedures.

# **EMPLOYEE WELFARE**

The Trust believes that the personal wellbeing of all its employees is essential for the effectiveness of its organisation. Our commitment to creating a healthier and safer workplace by providing resources, information and opportunities to improve health and wellbeing achieved us the Gold Award for Health Working Lives. Our Employee Wellbeing Framework is embedded as a key element of organisational culture, including all leadership and management practice and development activity. Each manager has the prime responsibility for the welfare of employees, but to assist with or supplement the efforts of management, the Trust provides additional support within the Corporate Team within Investing in Our People and Embracing Our Values. .

Some of our Trust wide supports available are:

* Occupational Health, Counselling, Cognitive Behavioural Therapy (CBT), Physiotherapy
* Online health information at: <https://eac.optimahealth.online/>
* Health and safety wellbeing bulletins
* Health and wellbeing related training, such as Personal Resilience and Mindfulness
* Healthy Working Lives (which includes healthy eating ideas, physical activities and a managers guide to mental health and wellbeing ‘Your path to better health and wellbeing’ at:<http://eacintranet/Services/Healthy-Working-Lives/Healthy-Working-Lives.aspx>
* Mental health intranet pages
* CHIP Van (Community Health Improvement Partnership)
* Suicide Prevention/ASIST trained staff
* Employment policies
* Free flu vaccines

Full details of the support available can be located on the Trust’s intranet; within the Supporting Attendance at Work Policy.

# **SMOKING IN THE WORKPLACE**

The Trust recognises the health issues associated with smoking not only for smokers but also for non-smokers. The Trust’s policy is that smoking is prohibited in all Trust establishments, workplaces and vehicles. Full details of the policy are available on the Trust’s intranet.

# **CAR MILEAGE**

Employees who are authorised car users will be entitled to the appropriate reimbursement in respect of business mileage incurred when carrying out the duties of their post. Employees will be reimbursed business mileage on the basis of the HM Revenue & Customs mileage rates i.e. currently first 10,000 miles at 40p per mile with 25p per mile thereafter.

The local public transport rate will be 25p per mile and other travelling expenses e.g. rail or bus fares actually and necessarily incurred by employees in respect of journeys authorised to be undertaken in the performance of their duties will be reimbursed by the Trust. Full details are available on the Trust’s intranet, or from Corporate Services.

For roles where the post holder has the flexibility to work from home or another Trust premise, any mileage claims should be on the basis of additional miles incurred i.e. not including the distance from home to work location/administrative base.

In this connection, any employee using their car for business purposes must ensure this is covered by their car insurance. Annual checks will be carried out to ensure this is in place.

# **WORKING BEYOND 65 YEARS OF AGE**

There is no age restriction on any employee working beyond 65 years of age.

# **CODE OF CONDUCT**

The Trust has developed a Code of Conduct for its employees as the public expects a high standard of conduct from all employees of the Trust. The purpose of the Code is to provide employees with clear advice and guidance about their rights and duties at work. Full details are available on the Trust’s intranet.

# **EQUAL OPPORTUNITIES**

As an employer and provider of services, the Trust actively promotes equality of opportunity. The Trust is an Equal Opportunities Employer and our Equal Opportunities Policy aims to tackle all forms of discrimination and remove any barriers that affect the way disadvantaged groups and individuals get access to opportunities. The Trust aims to ensure that all parts of its Policy meet best practice standards and is committed to tackling all forms of unfair discrimination. Full details are available on the Trust’s intranet.

# **EMPLOYEE BENEFITS**

The Trust provides access to a range of other benefits and discounts (not limited to those detailed below). Full information, along with any qualifying criteria, can be found on the EAC intranet: [Benefits](http://eacintranet/Services/Human-Resources/EmployeeBenefits.aspx) / [Discounts](https://leisurenet/working-for-us/employee-discounts/)

* + Salary sacrifice Car Benefit Scheme facilitated by Tusker (subject to satisfying qualifying criteria)
  + Enhanced annual leave scheme
  + Scotwest Credit Union (Saving schemes, including Christmas savings, and other benefits - payments are deducted direct from your salary)
  + Cycle to Work Scheme
  + Discounted gym membership with East Ayrshire Leisure
  + Employee Recognition Scheme
  + Free Financial Advice with East Ayrshire Council’s dedicated financial advisors
  + Access to HSF, a contributory health care plan provider (paid for by employee)
  + A range of third party discounts (these are subject to change at the discretion of the third party)

Employee benefits **do not** form part of your terms and conditions of employment and can be changed by the employer at any time through consultation with our recognised Trade Unions. Likewise, employee discounts are provided by third parties and **not** the Trust, and are therefore subject to change at the discretion of the third party.

# **FURTHER INFORMATION**

Information relating to your terms and conditions of employment is available within your Offer of Appointment and Written Statement of Particulars and this Terms and Conditions of Employment summary document. Other relevant information, such as Human Resources Policies and Health and Safety information, can be found on the Trust’s intranet [here](https://leisurenet/)

It is important that you familiarise yourself with the policies that apply to you as an employee. If you don’t have access to the intranet within your role, please ask your manager to provide the required information to you; or alternatively it can be made available from the Corporate Team within Investing in Our People and Embracing Our Values.

## **The above summary of your main terms and conditions of employment is prepared for guidance only and should not be interpreted to supersede The Trust’s full terms and conditions as referred to in paragraph 2.**