



Revised Conditions of Service General Section (Applicable to All Categories of Employees)

Committee Personnel

Date of meeting 26 April 2024

Date of report 19 February 2024

Report by Director of Finance & Corporate Support

1. Object of report

To inform the Committee of the revised Conditions of Service General Section (Applicable to All Categories of Employees), which has been subject to consultation with the recognised Trade Unions.

2. Background to report

- 2.1 SPT's Conditions of Service General Section (Applicable to All Categories of Employees) were last formally reviewed in 2021.
- 2.2 Following a review of the Conditions of Service General Section (Applicable to All Categories) by the Strategy Group and consultation with the recognised Trade Unions the conditions have been updated to reflect SPT as it is in 2024.
- 2.3 SPT's recognised Trades Unions have been consulted on all changes to the conditions prior to implementation.

3. Outline of proposals

- 3.1 As part of SPT's review of the Conditions of Service General Section (Applicable to All Categories of Employees) the conditions have been updated to reflect the changes to the introduction of new staff benefits, the provision of a Plus One Subway Smartcard for a member of the employee's household and the increase to the salary sacrifice scheme for a Bus or Rail Annual Season ticket from £300 to £600 which were noted at the November 2023 committee.
- 3.2 The conditions have also been updated to include the updated Employers Policy Statement – LGPS Regulations which was published on the SPT intranet on 8 January 2024.
- 3.3 A summary of the recommended changes is attached at Appendix 1 with the full revised conditions is attached at Appendix 2.

4. Committee action

The committee is recommended to note the revised Conditions of Service General Section (Applicable to All Categories of Staff), which has been subject to consultation with the recognised Trade Unions.

5. Consequences

Policy consequences	<i>Conditions of Service General Section (Applicable to All Categories of Employees) updated to reflect the Employment Act 2004 and SPT organisational structures and current practices.</i>
Legal consequences	<i>Conditions of Service General Section (Applicable to All Categories of Employees) comply with legislation.</i>
Financial consequences	<i>None.</i>
Personnel consequences	<i>HR to ensure the changes are communicated to all SPT employees.</i>
Equalities consequences	<i>None envisaged.</i>
Risk consequences	<i>Not updating the Conditions of Service General Section (Applicable to All Categories of Employees) may result in non-compliance with the Employment Act 2004 and good practice.</i>
Climate Change, Adaptation & Carbon Consequences	<i>None directly.</i>

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APPENDIX 1

Summary of Changes to General Terms and Conditions

Current Section No.	New Section No.	Contents	Reason for Changes	Revised/Key features
		Contents Page		
G1		Recruitment, Promotion and Transfers		
G1		Recruitment	Update/Review	Director of Finance & HR changed to read Director of Finance & Corporate Support – and throughout the document as a global change
G2.3		Special Leave, Various Types		
		Jury and Witness Service	Update/Review	“must inform his/her Line Manager” amended to read “must inform their Line Manager”
			Update/Review	ii) “to claim for the person citing him/her an allowance” amended to read “to claim for the person citing them an allowance”
		Leave for Trade Union, Etc Purposes	Update/Review	“Leave of absence without pay will be granted to an employee who gives adequate notice of his/her desire” amended to read “Leave of absence without pay will be granted to an employee who gives adequate notice of their desire”
G2.4		Time Off for Trade Union Duties, Activities and Training	Update/Review	Updated to reflect introduction of Recognition & Partnership Agreement.
		Trade Union Duties	Update/Review	“time off with pay where necessary to enable him/her to carry out” amended to read “time off with pay where necessary to allow them to carry out”
G3.2		Sick Pay Scheme	Update/Review	“job-share” removed as SPT have no job-share staff
G4.1		ICE Agreement	Update/Review	Updated to reflect current ICE arrangements with Unison, Unite Maintenance and Operations meetings and agendas.

Current Section No.	New Section No.	Contents	Reason for Changes	Revised/Key features
G5.2		Group Life Assurance	Update/Review	Amount of Cover – “For all staff, an amount equal to two years’ annual rate of pay in force at date of death, subject to a minimum £5,000.” amended to read “For all staff, an amount equal to two years’ basic annual salary in force at date of death.”
G6.1		First Aid Allowance	Update/Review	“The payment to holders of a recognised current First Aid Certificate is £330 per annum. Payment to individuals is reviewed annually.” Amended to read “The payment to holders of a recognised current First Aid Certificate is based on rates that are agreed by COSLA, which are reviewed annually.”
G7.1		Employee Travel Pass Scheme		
		Subway Smartcard	Update/Review following introduction of Plus One Smartcard	a) “On commencing employment all employees are issued with a Subway Smartcard which entitles them to travel on the Glasgow Subway free of charge.” Amended to read “On commencing employment all employees are issued with a Subway Smartcard which entitles them to travel on the Glasgow Subway free of charge. Employees are also entitled to a Plus One Smartcard for a member of their household.”
				c) Annual Rail Season Ticket changed to Annual Travel Pass and completely rewritten to include both bus and rail annual passes.
G7.4		Protective Clothing and SPT Equipment	Update/Review	“notified to the employee by his/her Line Manager” amended to read “notified to the employee by their Line Manager”

STRATHCLYDE PARTNERSHIP FOR TRANSPORT

CONDITIONS OF SERVICE

GENERAL SECTION

(APPLICABLE TO ALL CATEGORIES OF EMPLOYEES)

Please note that if a copy of this document is downloaded and saved, it may become inaccurate and the hyperlinks contained within it may not work. Reference should be made at all times to the Information Library and Staff Policies Register on the employee intranet. Further information can be obtained from the HR Department.

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SECTION G1 – RECRUITMENT, PROMOTION AND TRANSFERS

Vacancies

All vacancies are advertised using the most appropriate source. Any person is eligible to apply provided they have the relevant experience and/or hold any required qualification.

Promotion

Promotion will be by merit rather than seniority and will be dependent on the existence of a vacancy in that grade. On promotion or the regrading of an existing post, the employee concerned will be paid a salary on the new grade which is in excess of the existing salary by at least an amount equal to the smallest increment on the new grade.

Recruitment

An employee who is, in any given instance, responsible for all or part of the recruitment/selection process and is related to/has a personal relationship with any applicant must disclose that relationship to the Director of Finance & Corporate Support prior to the interview process commencing. The Director of Finance & Corporate Support will advise on how the recruitment/selection process will be conducted in these circumstances.

No job applicant should attempt to solicit support for their application from members of the Partnership or employees of SPT. Should they do so then that candidate will be automatically disqualified from further consideration for that post.

Displacement of Staff/Transfer to Other Duties

If circumstances so require, an employee may be employed at other locations or Departments, or on other appropriate duties, than those to which she/he was initially appointed.

Expenses of Candidates for Interview

Travelling and subsistence expenses reasonably incurred by a candidate invited to attend for interview may be reimbursed if requested prior to the interview. This is subject to the proviso that the expenses will not be paid until after the conclusion of the interview and, in the event of a candidate withdrawing the application or refusing the offer of employment on grounds, which, in the opinion of the interviewing committee or official, are inadequate, no expenses will be paid, or expenses already paid will be reclaimed.

The expenses reimbursed to all candidates will be based on the appropriate public transport fares (Bus or 2nd Class Rail/Air Fares).

SECTION G2 – LEAVE

- G2.1 REDUCTION OF HOLIDAY ENTITLEMENT IN CASES OF PROLONGED SICKNESS**
- G2.2 SUPPORT LEAVE (MATERNITY OR ADOPTION)**
- G2.3 SPECIAL LEAVE, VARIOUS TYPES**
- G2.4 TIME OFF FOR TRADE UNION DUTIES, ACTIVITIES AND TRAINING**

G2.1 REDUCTION OF HOLIDAY ENTITLEMENT IN CASES OF PROLONGED SICKNESS

Where an employee is absent through illness for a period exceeding in aggregate 3 months in any leave year the following rules apply:

- (a) Where an employee has at least 5 years' service reckonable for pension and sick pay purposes, the full period of annual leave will be granted.
- (b) If the employee has less than 5 years' service as indicated above, the Annual Leave will be reduced to an amount in proportion to actual service during the leave year. This reduction should take cognisance of appropriate legislation regarding the number of days leave a person is statutorily entitled to in any leave year. Currently this is 28 days however this number includes statutory holidays. Employees who have been prevented from taking this accrued holiday entitlement due to sickness absence must utilise these days within 18 months of the end of the year in which the illness began. Absences owing to Industrial Injury arising out of and in the service of Strathclyde Partnership for Transport will not be reduced for this purpose.

Strathclyde Partnership for Transport have the right in all other cases to restrict the holidays granted as at (b) above or in very exceptional cases to grant the full entitlement.

G2.2 SUPPORT LEAVE (MATERNITY OR ADOPTION)

The Scottish Council for Local Authorities introduced a maternity support scheme which applies to all employees who have been continuously employed by SPT for 26 weeks.

Maternity support leave of 5 days (pro-rated for part-time employees) with pay will be granted to the child's father or partner or nominated carer of an expectant mother or adopter at or around the time of the birth. An employee should apply for support leave by completing an application as soon as the appropriate dates are known. To apply for Support Leave an application form may be obtained from the HR Department.

Under no circumstances will retrospective applications be accepted.

The undernoted definitions will be used:-

- a) A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth or placement.
- b) At or around the time of the birth or placement, in normal circumstances, means within one week before the birth and three weeks after the birth.
- c) The five days need not be consecutive but must be taken within the period detailed in paragraph (b).

G2.3 SPECIAL LEAVE, VARIOUS TYPES

BEREAVEMENT LEAVE

Bereavement leave with pay up to a maximum of three days will be granted following the death of an employee's husband or wife, son or daughter, father or mother, sister or brother.

In any other cases of family bereavement leave with pay will be allowed to attend the funeral.

In addition to the above arrangements, bereavement leave with pay for one day will be granted to any employee who is the Executor of an Estate or who is primarily responsible for the conduct of business in connection with a bereavement, thereafter up to one week's leave without pay may be granted if required.

COMMUNITY EMERGENCY SERVICES

Employees who man community emergency services, e.g. retained firefighters, lifeboatmen, will be granted paid leave of absence to attend emergencies which occur within working hours. Employees must notify SPT at the time of the appointment.

PARLIAMENTARY CANDIDATES

Leave of absence without pay for a period not exceeding 4 weeks at the time of the election shall be granted to employees who are eligible to be Parliamentary Candidates. Please also refer to SPT's Code of Conduct for Employees, Section 6. Restrictions on Political Activity, which is available at http://spt.intranet.uk/publications/conditions/code_of_conduct.pdf or from the Human Resources Department.

PARLIAMENTARY ELECTION AGENTS

Leave of absence without pay for a period not exceeding 4 weeks at the time of the election shall be granted to employees who are eligible to undertake the duties of an Election Agent for a Parliamentary Candidate. Please also refer to SPT's Code of Conduct for Employees, Section 6. Restrictions on Political Activity, which is available at http://spt.intranet.uk/publications/conditions/code_of_conduct.pdf or from the Human Resources Department.

EXAMINATIONS

Leave with pay (one day per exam) will be granted to employees for the purpose of sitting examinations applicable to obtaining relevant qualifications to aid the advancement of their career within SPT as agreed with line management.

EXTENDED LEAVE

Employees wishing to take more than three consecutive weeks leave must submit a prior application in writing to their Departmental Manager in the first instance for approval. No arrangements should be made until approval has been received.

EMPLOYMENT TRIBUNALS

Employees who are required to attend an Employment Tribunal relating to their employment with Strathclyde Partnership for Transport may be granted reasonable leave of absence with pay. This includes those who are called as witnesses or those required to attend in relation to submissions they have made against Strathclyde Partnership for Transport.

JURY AND WITNESS SERVICE

An employee receiving a summons to serve on a jury must inform their Line Manager and will be granted special leave with pay to attend, unless exemption is secured, subject to the deduction of the allowances to which the employee is entitled under the Juror's Allowances Regulations and accordingly the employee should claim such allowances.

When required to attend for jury service an employee must pass the Claim Form to the Payroll Department to complete the earnings information prior to the employee attending Court. The employee will be paid their normal salary whilst attending Court for jury duty and should submit the Claim Form at the Court on completion of their attendance.

The employee must provide the breakdown detailing the amount awarded for loss of earnings to the Payroll Department. The amount will be deducted from the next available pay. This ensures no financial loss or gain to the employee.

Where an employee is cited to attend as a witness he will be granted leave of absence as follows:-

- i) In the case of professional ("Crown") witnesses - leave with pay on the understanding that witness fees received (excluding travelling and subsistence expenses), are paid to Strathclyde Partnership for Transport.
- ii) Otherwise, leave without pay, it being left to the employee to claim for the person citing them an allowance in respect of loss of earnings.

TIME OFF FOR HOSPITAL APPOINTMENTS ETC.

Time off with pay should be granted to any employee who may be required to attend a clinic, hospital Outpatients Department etc. this would include **emergency** dental treatment where there is no discretion as to the time, date or place for the appointment.

LEAVE FOR OTHER MEDICAL, ETC. TREATMENT

Employees requiring optical, dental, orthopaedic or other medical treatment should make arrangements to obtain such treatment out with normal working hours, but where a Line Manager is satisfied that this is impracticable, leave with pay may be granted.

LEAVE FOR SPECIAL PURPOSES

Leave with pay will be granted to allow duties or services of an honorary, charitable, philanthropic and civic character, to be undertaken. Normally this leave will not exceed one day in any given calendar year.

(See "Meetings" below regarding leave in connection with District Councils, Community Councils and Justice of the Peace duties).

LEAVE FOR TRADE UNION, ETC. PURPOSES

Leave of absence without pay will be granted to an employee who gives adequate notice of their desire to attend an official meeting, conference, etc. of their Trade Union, provided that satisfactory evidence of the meeting is produced and the granting of such unpaid leave does not affect the efficient working of the department.

LEAVE TO ATTEND INTERVIEWS

An employee seeking employment, with a local authority in the SPT area, who is required to attend for interview, will be granted appropriate leave with pay as agreed with line management. If more than one day is required, e.g. for travel purposes, the employee will be required to set the additional days against their annual leave entitlement or to be granted unpaid leave of absence dependent on the circumstances of the case.

MEETINGS

In appropriate cases paid leave of absence will be granted to employees attending meetings concerned with National Joint Council or Scottish Council affairs.

Leave without pay as necessary will be granted to employees to facilitate their attendance at meetings as Members or Community Councils, or to undertake duties as Justices of the Peace, or business arising therefrom.

SERVICE NON-REGULAR FORCES

Employees who are members of the Non-Regular Forces and attend an annual training camp of a period of not less than a week will be granted special leave with pay equal to the period which the employee actually attend the training camp, but not exceeding a period of fifteen days and subject to the deduction of service pay and allowances received in respect of the period of special leave.

YOUTH ORGANISATION HOLIDAY CAMPS, ETC.

Unpaid leave of absence may be granted to employees who are required to organise or assist at Youth Organisation Holiday Camps, etc. provided the operational requirements of the Department can be met.

G2.4 TIME OFF FOR TRADE UNION DUTIES, PROCEDURE FOR REQUESTING TIME OFF AND COMPENSATORY LEAVE

Introduction

SPT encourages Trade Union representatives to have appropriate time off and is supportive of the need for them to receive adequate training to fulfil their duties. A safe and efficient service to the public must, however, be maintained at all times to ensure the efficient and effective operation of SPT.

In accordance with the Trade Union and Labour Relation (Consolidation) Act 1992 and the ACAS Code of Practice, SPT has in place provision to facilitate reasonable time off for Trade Union Representatives to carry out certain industrial relations duties and to undergo relevant training.

Full details are set out in Appendix 3 – Union Facilities Agreement of the Recognition & Partnership Agreement which is available at (ADD INTRANET LINK).

PROCEDURE FOR REQUESTING TIME OFF

Trade Union Duties and Activities

When requesting time off Trade Union representatives (and employees in relation to activities) should provide management with as much notice as possible and provide details of:

- The purpose of the requested time off
- The intended location
- The timing and approximate duration of the time off required

Management will not unreasonably refuse a legitimate request for time off for a representative to undertake duties and activities and where a refusal is considered necessary, the reason shall be given.

An initial request should be submitted to the Line Manager who will confirm with the HR Department whether the request complies with the guidelines for Time Off.

- The HR Department will notify the operational department(s) concerned.
- The Trade Union Representative should then complete the Departmental Request Form and submit this to their Line Manager for signature <http://spt.intranet.uk/library/forms/>.

Trade Union Representatives should not leave their place of work for Trade Union duties or activities unless they have a Departmental Request Form signed by their Line Manager. This will ensure that departmental operational requirements are met and that, where appropriate, the service to the public is not disrupted.

Training for Trade Union Representatives

Representatives should give at least four weeks' notice and attach a copy of the course syllabus to the application form <http://spt.intranet.uk/library/forms/>

HR will write to Trade Union Representatives to confirm that their time off to attend a training course has been approved.

Management will not unreasonably refuse a legitimate request for time off for a representative to attend training, and, where a refusal is considered necessary, the reason shall be given.

In some cases requests for time off to attend training may be refused for safety and/or operational requirements. Alternatively, management may request a postponement or variation to the duration of the time off required.

TIME OFF FOR TRADE UNION DUTIES

COMPENSATORY TIME-OFF ARRANGEMENTS

When a meeting falls between two consecutive night shifts:	Full shift off prior to or after meeting. (Time off requires to take cognisance of the WTD daily rest break of 11 consecutive hours rest each working day. Consider how operationally this would apply e.g. finishing shift early and or starting shift late to ensure compliance.
When a meeting falls on a non-working day:	Minimum allowance of 2 hours for the meeting. If the meeting lasts longer than 2 hours then actual time of meeting will be given. Hours accrued to be taken by agreement at management's discretion.
When a meeting falls on a work day:	Time off with pay to attend the meeting will be given. If working an overtime shift there will be no loss of pay.

N.B. Once notification of a meeting has been given, the signing of overtime that coincides with time off is prohibited.

SECTION G3 – ABSENCE

G3.1 RESUMING WORK AFTER LONG TERM SICKNESS

G3.2 SICK PAY SCHEME – GENERAL RULES

G3.1 RESUMING WORK AFTER LONG TERM SICKNESS

It is a requirement of SPT that all employees must be seen by SPT's Occupational Health provider before being allowed to resume work after a period of 13 weeks or more sickness absence.

G3.2 SICK PAY SCHEME – GENERAL RULES

1 Calculation of Allowances

- a) The full allowance will be a sum equal to normal salary/wage (excluding overtime) ordinarily payable but in cases where this amount plus the amount of Statutory Sick Pay and Employment and Support Allowance (ESA) receivable exceeds the employee's normal salary/wage (excluding overtime) the excess amount will be deducted from the full allowance.
- b) The half allowance will be a sum equal to half the normal salary (excluding overtime) ordinarily payable but in cases where this amount plus the amount of Statutory Sick Pay and ESA receivable exceeds the employee's normal salary (excluding overtime) the excess amount will be deducted from the half allowance.
- c) In the case of a woman who elects not to pay the full National Insurance contribution, the full and half allowance will be calculated by reference to the full sickness benefit to which she would have been entitled if she had not so elected. This is a preserved matter.
- d) In the case an employee over 65 years of age the allowance will be an amount which, when added to any additional payment (including dependents' allowances) by way of National Insurance benefit or State Pension which the employee receives in consequence of being absent from duty through sickness, will provide a sum equal to the normal salary (excluding overtime) ordinarily payable.
- e) In calculating the rate of allowance and the period for which it will be paid in respect of any period of absence due to sickness, there will be deducted from the period of allowance appropriate to an employee's service on the first day of absence, the aggregate of the periods of absence due to sickness during the 12 months immediately preceding the first day of absence (whether arising from the same cause or not and whether he had been in receipt of full or half sickness allowance). The aggregate of such previous periods of sickness allowance will be set off in the first instance against the full allowance period to which the employee is entitled in respect of their latest sickness. In aggregating the period of absence, no account will be taken of any unpaid absence on sick leave.

2 Conditions

- (a) The Sickness Absence Policy (held in Policies) section in relation to notification and certification must be adhered to, to ensure payment under the Scheme.
- b) An employee shall be under obligation to declare to Strathclyde Partnership for Transport in whatsoever manner may be required, their entitlement to benefit under section 1 above and any subsequent alteration in the circumstances on which such entitlement is based in default of which Strathclyde Partnership for Transport shall be entitled to determine the benefit by reference to the maximum benefit payable.
- c) An employee will not be entitled to sickness allowance if their incapacity results from active participation in sport as a profession, nor in a case in which the absence arises from or is attributable to an employee's own misconduct or negligence, unless Strathclyde Partnership for Transport at their discretion otherwise determine. Generally, sickness allowance will not be withheld where an employee meets with an accident to which their own action may have contributed unless such action can be regarded as deliberate misconduct.
- d) An employee who is absent as a result of an accident will not be entitled to sickness allowance if damages may be receivable from a third party in respect of that accident. In this event Strathclyde Partnership for Transport will, however, having regard to the circumstances of the case, advance to the employee a sum not exceeding the sickness allowance provided under this clause subject to the employee undertaking to refund to Strathclyde Partnership for Transport the total amount of such allowance or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advanced is made in full will not be taken into account for the purposes of this clause. Where, however, the refund is made in part only, Strathclyde Partnership for Transport may at its discretion decide to what extent, if any, the period of absence be taken into account for the purposes of this clause.
- e) If an employee fails to observe these general conditions or has been guilty of conduct prejudicial to their recovery, the payment of sickness allowance may be suspended by Strathclyde Partnership for Transport, provided that before doing so the employee will be advised of this intention and afforded an opportunity of submitting their observations thereon or of appearing or being represented before the appropriate committee. If Strathclyde Partnership for Transport decides that the employee has failed without reasonable excuse to observe these general conditions or has been guilty of conduct prejudicial to their recovery, then the employee will forfeit their right to any further payment of allowance in respect of that period of absence.
- f) The provisions of this scheme will cease to apply to an employee on the termination of their employment in pursuance of the provision of the Superannuation Act applicable to their case whether by reason of permanent ill-health or infirmity of mind or body or by reason of age but 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 provided by their contract of service.

3 Sickness Allowance to Victims of Crimes of Violence

Where an employee is absent from work because of an injury in respect of which an award may be made by the Criminal Injuries Compensation Board or where the employee is an innocent victim of a crime of violence and the employee is otherwise qualified to receive sickness allowance in accordance with this clause, such allowance will be granted to them without them being required to refund any proportion of it from the sum which the Compensation Board may award. Where an award has been made by the Compensation Board, Strathclyde Partnership for Transport may at its discretion decide to what extent, if any, the period of absence may be taken into account for the

purposes of this clause, except that in the case of an assault in the course of his employment, an employee's period of absence will normally be disregarded for those purposes.

4 Sickness or Disablement Due to Accident in the Course of Employment

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 Strathclyde Partnership for Transport. Periods of absence in respect of one will not be offset against the other for the purposes of calculating entitlement under this scheme. An absence due to an accident will not qualify for payment under this paragraph until the said absence is accepted as an industrial injury and authorised by Legal and Administrative Services, Claims section.

5 Contact With Infectious Diseases

An employee who in accordance with the National Insurance Acts is deemed to be incapable of work and is prevented from attending their place of employment because of contact with notifiable infectious diseases will advise the Manager immediately and will be entitled to full pay of any benefit payable under the National Insurance Acts. A period of absence on this account will not be reckoned against the employee's entitlement to normal sick leave.

All absences under this clause must be supported by medical certificates.

The sick pay scheme – general rules as detailed above will apply to part-time employees.

SECTION G4 – EMPLOYMENT POLICIES AND PROCEDURES

**G4.1 INFORMATION AND CONSULTATION OF EMPLOYEES (ICE)
AGREEMENT**

G4.2 HEALTH ASSESSMENT NIGHT SHIFT EMPLOYEES

G4.1 INFORMATION AND CONSULTATION OF EMPLOYEES (ICE) AGREEMENT

Strathclyde Partnership for Transport recognises that it is very important to keep all of its employees well informed with regard to developments which affect it and to consult with employee representatives as part of the process by which it makes business decisions. The Partnership Forum as detailed in the Recognition & Partnership Agreement is supported by local ICE Meetings.

This agreement sets out the detailed arrangements by which SPT will inform and consult its employees. It is recognised that these arrangements will be subject to ongoing review and, given the consent of both Management and Employee Representatives, may be changed in order to secure improvement.

The remit of the Staff Consultation will include information and consultation on the following topics

- Staff Training, Development and Competence
- Staffing Report (including Absence and Recruitment)
- Notification of new or updated Policies and Procedures circulated to Convenors for review
- Implementation of new Policies and Procedures
- Campaigns and Events
- Changes to Employment Legislation
- Proposed changes to Organisational Structures
- Proposed changes to working or shift patterns
- Proposed changes to working methods or introduction of new working methods
- Transfer of work, reduction in work and use of contractors
- Service Delivery and Performance (Reliability/Availability)

It should be noted that the above list of topics is not exhaustive.

Both Management and Employee Representatives will have the right to submit items for consultation. It is recognised that the Agenda of each meeting needs to reflect issues that Employee Representatives as well as Managers want to discuss. It will be the responsibility of the Employee Representatives to consult with the broader workforce in order to canvas their views and opinions on the topics that are being discussed at the meeting.

G4.2 HEALTH ASSESSMENT NIGHT SHIFT EMPLOYEES

Under the Working Time (Amended) Regulations 2003 all employees employed on permanent night shift duties will be required to complete an annual health assessment form. Completed forms will be sent to our occupational health provider who will assess whether a medical examination is required. It should be noted that this health assessment is in addition to any other medical/medical questionnaire that may be required for employment purposes.

SECTION G5 – RETIREMENT PROVISIONS/DEATH IN SERVICE

G5.1 PENSION

G5.2 GROUP LIFE ASSURANCE SCHEME

G5.1 PENSION

Strathclyde Partnership for Transport follows the Local Government Pension Scheme (LGPS) regulations as an admitted body of the Strathclyde Pension Fund (SPF). These can be found on the SPF website www.spfo.org.uk

Strathclyde Partnership for Transport's – Employers Policy Statement on the LGPS Regulations is available on the Intranet at http://spt.intranet.uk/wp-content/uploads/2024/01/employers-policy-statement-lgps-regulations_3November2023.pdf

G5.2 GROUP LIFE ASSURANCE SCHEME

The following is a brief extract from the formal rules.

ELIGIBILITY

Staff of Strathclyde Partnership for Transport will be eligible provided they satisfy the following conditions:-

1. They hold a permanent appointment

OR

2. They hold a temporary appointment where their contract of employment is for at least 6 months or more.

AND

3. They hold an appointment in respect of which the conditions of service are prescribed by the Scottish Joint Council for Local Government Employees (in their capacity as negotiating body for conditions of service of local government staff) or SPT.

AMOUNT OF COVER

There will be paid a lump sum in respect of eligible employees who die in service as follows:-

For all staff, an amount equal to two year's basic annual salary in force at date of death.

PAYMENT OF LUMP SUM

The lump sum payment from the Group Life Assurance Scheme is deemed as discretionary and is not included in the estate of the deceased. In most instances payment is automatically made to the immediate next-of-kin e.g. widow, widower, children, parents, etc. However, an individual has the right to nominate a named person(s) to whom they wish payment to be made in the event of death in service. Application forms for this purpose can be obtained from the Human Resources department. It should be noted that the above conditions do not apply to any Death Benefits due from the Strathclyde Pension Fund which, by law, must be included in the inventory of the deceased's estate.

TEMPORARY ABSENCE

Cover will be maintained during periods of temporary absence for the purpose of study or training, and where payment of salary is continuing. Cover will also be maintained during absence through ill-health, until service is terminated. In other cases of temporary absence the Partnership will have discretion to maintain cover for a maximum period of twelve months.

SECTION G6 - REMUNERATION

G6.1 FIRST AID ALLOWANCE

G6.2 PROCESSING OF WAGES/SALARIES

G6.1 FIRST AID ALLOWANCE

The undernoted applies to all members of staff who agree to perform first aid duties on behalf of SPT.

The payment to holders of a recognised current First Aid Certificate is based on rates that are agreed by COSLA, which are reviewed annually.

G6.2 PROCESSING OF WAGES AND SALARIES

Salaries and wages are paid on a 4 weekly basis by credit transfer to a bank of the employee's choice. Payment is made every 4th Tuesday. This payment is for work done up until the Saturday of that week.

It should be noted that sickness and overtime payments are paid 4 weeks in arrears.

Employee's wages or salaries must be processed through the finance department. Authorised line managers must ensure that the appropriate documentation is forwarded to the finance department timeously to enable them to process payments by the dates due. Equally it is incumbent on all employees to comply with appropriate procedures/policies that may have an impact in the processing of wages or salaries, e.g. sickness absence policy, annual leave authorisation, etc. Management have the right to take appropriate action where employees fail to comply with procedures/policies. This should be done through the appropriate disciplinary procedures and not by the non-payment/delay in payment of wages or salaries. Failure to comply with these policies and procedures may result in a delay in payment.

To ensure compliance with legal obligations under the payment of wages/salaries the following will apply –

- If an employee fails to report to work, in the first instance they should be considered as absent until contact has been made. As soon as an explanation is provided and accepted by line management the absence must be altered to reflect the change, e.g. sickness, holiday, etc. However, if no contact has been made before the wages/salary documentation is sent for processing then the documentation must highlight any absences to be paid without explanation. It is line management's responsibility to investigate such situations and notify the payroll section of the outcome of their investigations in relation to wages/salary payments. During this process the payment of normal wages for the day(s) in question will be processed.
- In order to safeguard the possibility of overpayment of wages/salaries, if after 5 rostered shifts the employee has failed to make contact and management's efforts to contact them have failed then payment of wages/salaries will be withheld until a full investigation can be carried out to establish the reason for the absence. Line management must keep Human Resources and Finance fully informed of such a situation.
- Staff must check their payslip for accuracy and report any discrepancies to the Payroll team immediately.
- In the unlikely event of there being a sizeable underpayment of wages or salaries staff may request a special BACS transfer arrangement. This requires the agreement of the Director of Finance & Corporate Support who will liaise with the Payroll team. There is no facility to issue cheques for underpayments of wages or salaries.

SECTION G7 – OTHER CONDITIONS OF SERVICE

- G7.1 EMPLOYEE TRAVEL PASS SCHEME**
- G7.2 ACCEPTANCE OF OTHER EMPLOYMENT**
- G7.3 TRADE UNION MEMBERSHIP**
- G7.4 PROTECTIVE CLOTHING & EQUIPMENT**
- G7.5 RECORDED TELEPHONE LINES**

G7.1 EMPLOYEE TRAVEL PASS SCHEME

a) Subway Smartcard

On commencing employment all employees are issued with a Subway Smartcard which entitles them to travel on the Glasgow Subway free of charge. Employees are also entitled to a Plus One Smartcard for a member of their household.

Employees must report damaged, lost or faulty cards to the HR Team immediately. HR will order a replacement card. The Smartcard must be surrendered by the employee on termination of employment with SPT.

Employees leaving the service on grounds of retirement, redundancy, efficiency of the service or on medical grounds and who have completed 5 years' continuous service will be permitted to retain their travel rights for one year after their termination date with SPT. A retired Smartcard will be issued to employees on or around their last day of employment with SPT.

Temporary Agency Workers may also be entitled to a Subway Smartcard if they are required to use the Subway to fulfil their duties. However, this will require authorisation from the Department Head. The same conditions apply regarding lost, damaged or faulty cards.

The HR Department will have overall responsibility for the Subway Smartcard Staff Scheme.

b) Preserved Bus Pass

For employees who have been continuously employed with SPT prior to bus deregulation, 26 October 1986, a preserved condition applies entitling free travel on buses operated by First Bus Glasgow. This is classed as a benefit in kind. First Bus Glasgow passes must be surrendered by the employee on termination of employment with SPT. Failure to comply with this condition will entail a charge based on current fare scales. First Bus Glasgow passes will not be issued to those entitled to concessionary travel passes.

c) Annual Travel Pass

All permanent employees may take advantage of the facility to purchase an Annual Travel Pass. Annual passes are available for bus and rail services as well as Zonecard. SPT offers a maximum contribution of £600 towards an annual travel pass for all permanent employees and temporary employees that are contracted for more than a year.. The cost of the ticket, net of the SPT contribution, will be deducted in equal instalments from your salary. Please note that the SPT contribution of £600 will be subject to tax at the applicable rate. **Employees with the preserved condition for First Bus Glasgow travel must surrender this right before opting for the Annual Travel Pass option.** Temporary employees will only qualify for the Annual Travel Pass if they have a contract of employment for at least one year or more. Temporary employees whose contract is initially for less than one year will qualify once they have accrued 12 months continuous service. Where an Annual Travel Pass has been lost it will be subject to the normal conditions related to that season ticket.

d) **Leaving the Organisation or Surrendering an Annual Travel Pass**

The contribution made by SPT towards the purchase of an annual travel pass is deemed to be an annual contribution and as such if a pass is surrendered or an employee leaves the organisation within year the annual contribution will be prorated. Any outstanding balance on surrendering the travel pass will be deducted in full from the next available pay. If an employee wishes to keep an annual pass on leaving the organisation the costs of the full pass less the prorated contribution will be deducted from the last pay of the employee.

It should be noted that not all travel operators may provide refunds for annual passes purchased. If this is the case and an employee leaves the organisation the full cost of the pass less the prorated contribution will be deducted from the last pay of the employee.

G7.2 ACCEPTANCE OF OTHER EMPLOYMENT

With the exception of Head of Department/Director or ACE/Chief Executive, no restrictions shall be placed on employees undertaking other employment of a remunerative nature outwith their normal working hours provided:

- (1) the employee provides SPT with sufficient detail about the hours and patterns of work involved in such other employment to allow SPT to carry out a risk assessment as legally required under the Working Time Regulations and other health and safety legislation;
- (2) the additional employment does not interfere with or adversely affect the employee's ability to carry out their duties efficiently for Strathclyde Partnership for Transport; and
- (3) the additional employment is not with any individual or organisation with which Strathclyde Partnership for Transport does business **or** where the business of that individual or organisation affects the interests of Strathclyde Partnership for Transport.

The onus is on the employee to ascertain whether any conflict occurs and to make the Head of Department/Director aware of this in the first instance.

Please refer to SPT's Employee Code of Conduct for more details.

G7.3 TRADE UNION MEMBERSHIP

Strathclyde Partnership for Transport recognises that all employees can be members of a Trade Union.

G7.4 PROTECTIVE CLOTHING AND SPT EQUIPMENT

From time to time, employees may be issued with items of equipment commensurate with their post. These may include overalls, safety related items, protective clothing, goggles, IT equipment etc. Employees must wear or use these items, where there is a statutory requirement to do so. Failure to do so will be considered a disciplinary issue.

Equipment should be maintained in good order and returned by any appropriate date notified to the employee by their Line Manager.

Employees are responsible for the security of SPT issued equipment; in the event of loss or theft the staff member responsible must immediately advise their Line Manager. It is the staff member's responsibility thereafter to advise SPT's Audit department and Police Scotland of any suspected loss or theft and advise their Supervisor/Director accordingly.

On leaving SPT, employees must make arrangements to return all SPT property including protective clothing displaying the SPT logo.

G7.5 RECORDED TELEPHONE LINES

Please note that for training and safety purposes, telephone calls to and from the following numbers are recorded and may be monitored:-

MyBus

Travel Card Unit

Subway Radio System

Subway Stations

EXT	3653
EXT	3671
EXT	3643
EXT	3642
EXT	3159
EXT	3167
EXT	3614
EXT	3615
EXT	3645
EXT	3672
EXT	3671

The lines which are recorded are subject to change without notice from time to time. Changes will be communicated to all staff as soon as possible and posted on the intranet.

APPENDIX A

LIST OF POLICIES AND GUIDANCE DOCUMENTS

Policies do not form part of your Contract of Employment and will be reviewed and updated as appropriate in consultation with our recognised Trade Unions.

SPT's Policies and Guidance Documents can be found on the Intranet at <http://spt.intranet.uk/library/policies-guidance/> or Subway Document Management System

Adoption Leave and Pay Guidance

Adoption Leave and Pay Policy

Data Protection Policy

Digital Assets – Acceptable Use Procedures

Disclosure Information Policy

Early Retirement and Severance Policy

Employee Development Policy

Equality Policy

Expenses Policy

Flexible Working Guidance

Flexible Working Policy

Guidelines for Severe Weather

Health and Safety Policy

Health and Wellbeing Policy

Information Security Policy

Job Share Scheme

Local Government Pension Scheme Policy Statement

Maternity Leave and Pay Guidance

Maternity Leave and Pay Policy

Parental Leave and Pay Guidance

Parental Leave and Pay Policy

Policy Alcohol and Drugs

Policy on Disclosure Information

Retirement Policy

Sickness Absence Guidance

Sickness Absence Policy

Smoking Policy

Time Off to Care for a Dependant Guidance

Time Off to Care for a Dependant Policy