

APPENDIX

SINGLE STATUS AGREEMENT – SUMMARY OF CONTRACTUAL TERMS**1. Effective date**

- 1.1 In accordance with the new national Single Status Implementation Agreement 2004, the effective date of implementation is 1 April 2007.

2 Job Evaluation Procedure and appeals against assimilation arrangements

- 2.1 The Greater London Provincial Council Job Evaluation Procedure to be adopted is attached at annexe 1.
- 2.2 Assimilation arrangements for schools will build upon the arrangements previously adopted in respect of the schools remodelling exercise. This allows for a right of appeal against assimilation decisions to the respective Governing Body in accordance with the relevant schools Grievance Procedure.
- 2.3 In respect of the Single Status job re-evaluation exercise, no appeals process will operate in respect of the following circumstances:

i) for posts evaluated as part of the initial benchmarking exercise. However, as an exception those benchmark posts which had not previously been the subject of evaluation under a recognised job evaluation exercise (e.g. BTS/BCS) will be afforded a right of appeal;

ii) where there is no change to the previous GLPC grade. However, an appeal may be permissible in circumstances where an employee can effectively demonstrate that the job description submitted for re-evaluation purposes had significantly changed when compared to the previous job description evaluated under the former Greater London Whitley Council job evaluation scheme.

- 2.4 In respect of the circumstance detailed under 2.3 ii) above, the Council's Deputy Director (HR) and the JCC Employee Side Secretary, whose decision shall be final, will determine whether an appeal may be permissible.

3. Pay and grading structure

- 3.1 The agreed pay and grading structure is set out at Annex 2

4. Pay progression

- 4.1 The grading structure has four-point incremental scales. Progression for employees who are not subject to a performance related pay scheme is subject to satisfactory performance. Employees who are the

subject of a performance related pay appraisal scheme will be progressed in accordance with the requirements of that scheme.

5. Assimilation to new pay and grading structure – non Hay employees

5.1 The following principles will guide the process of assimilation based on an employee's salary point as at 31 March 2007:-

Where the grade of a post has increased

- If the lowest point of the new salary band as at 31 March 2007 exceeds the current salary point as at 31 March 2007, transfer will be to the lowest of the new salary grade effective from 1 April 2007. For example, where a post is regraded from new band 5 (former Scale 3) to new band 6 (former Scale 4) the employee will move to salary point one of band 6, as this is higher than any existing band 5 salary point.
- Where the lowest point of the new salary band is the same as the current salary point then transfer will be to the next salary point of the new salary grade, effective from 1 April 2007. For example, where a post is regraded from new band 7 (former Scale 5) to new band 8 (former Scale 6) where the employee is on the highest Scale 5 salary point, they shall move to the second salary point of band 8.

Where the grade of a post has decreased

- If the current salary point exceeds the highest point of the new salary band, transfer will be to the highest point of the new salary band. For example, where a post is regraded from new band 6 (former Scale 4) to new band 5 (former Scale 3) the employee will be transferred on 1 April 2007 to the highest salary point of band 5 (point 4).

Where there has been no change to the GLPC grade of a post

In all other cases, transfer to the new pay and grading structure, effective from 31 March 2007, will be to the identical GLPC salary spinal column point an employee was on at the time i.e. the salary received at 31 March 2007 will remain unchanged. Increments, where applicable, will be awarded from 1 April 2007 onwards. For example, a post following re-evaluation remains at GLPC Scale 3 and the post holder at 31 March 2007 is on GLPC spinal column point 15 (£16,746). The post holder on 31 March 2007 would transfer over to salary point 2 (£16,746 - i.e. GLPC spinal column point 15) of new salary band 5 (former Scale 3). On 1 April 2007, the post holder would progress to salary point 3 (£17,532 - i.e. GLPC spinal column point 3) of the new salary band 5.

6. Assimilation of Hay employees to new pay and grading structure

6.1 The new pay and grading structure for Hay graded employees mirrors the existing senior management grading structure introduced in December 2003. This simplified structure makes the remuneration package more transparent and addresses equal pay and discrimination issues. The structure:

- reduces the number of salary points in each former Hay scale (i.e. B1 to B12 grades) from eleven to six and increases the steps from 2.5% to 5%. Salary point 4 is the normal maximum paid for fully competent all-round performance. Two further salary points are available that recognise a consistently high level of outstanding performance over an appraisal year; and
- amalgamates existing B1, B2 and B3 salary grades into one salary band (new Bexley band 10) to avoid overlapping salary bands.

6.2 The following assimilation arrangements shall apply in respect of existing Hay employees effective from 1 August 2009 i.e. following the 2008/09 annual appraisal performance related pay exercise:

- **employees on 5% (whole) salary points (i.e. 85, 90, 95, 10, 105 & 110%) as at 1 August 2009** - automatically assimilated to the new structure at the equivalent salary point of their new Single Status salary band. This includes those salary points previously referred to as 100 – 110%. For the appraisal year 2009/10 assessment of performance will continue to be based using the current Hay appraisal scheme. However, for one year only where a 2.5% increment is recommended and agreed this will be converted into a 2.5% bonus payment. Where a two increment award is approved (i.e. two x 2.5% increment) , this will be converted into a 5% increment. For the appraisal year 2010/11 the employee will be assessed under the Council's Staff Appraisal Scheme for Senior Staff or such scheme as shall then apply.
- **employees on 2.5% (half) salary points as at 1 August 2009** – these will remain on their existing salary point, until such time as following their annual appraisal in 2008/09, they are awarded a 2.5% increment which moves them to a 5% salary point equivalent to that of their new Single Status salary band. This includes those salary points previously referred to as 100 – 110%. Where a two increment award is approved, this will be converted into a 2.5% increment and a 2.5% bonus award.

6.3 The interim arrangements referred to at 6.2 above shall cease to have effect on 1 August 2010. On this date any employee not assimilated to a 5% (whole) salary point, will be automatically assimilated across to the next 5% (whole). For example, an employee on existing 92.5% salary point would be assimilated to the 95% salary point of their current grade. With effect from 1 August 2010 all Hay employees will be assessed using the Council's Staff Appraisal Scheme for Senior Staff or such scheme as shall then apply.

7. Removal of word processing allowance

- 7.1 The word processing allowance will be removed with effect from the date of implementation of Single Status in Bexley. The amount of this allowance will be protected in accordance with pay protection arrangements agreed under clauses 14.1 to 14.4 below.

8 Deputising Allowance and ceremonies payments to Registrars

- 8.1 A deputising allowance is currently paid to front line staff when carrying out registrar duties. The job evaluation exercise for this group has recognised the registrars' duties performed by the post-holders and, as a consequence, the deputising allowance will be removed with effect from the date of implementation of Single Status in Bexley. A one-off lump sum payment of the total additional salary earned in respect of this allowance for the 2006/07 financial year will be paid if the allowance cannot be absorbed through the assimilation exercise.
- 8.2 The existing arrangement for Ceremonies payments will cease with effect from the date of implementation of Single Status in Bexley. This will be replaced by payment for all additional hours worked in respect of these duties at rates agreed under the 1999 Single Status collective agreement in respect of the 37 hour standard working week.

9. Removal of pay protection in respect of contractual or regular working arrangements

- 9.1 The Appendix to the 1999 Single Status collective agreement in respect of the implementation of the 37 hour standard working week, afforded pay protection for employees subject to a 36 hour standard working week (section 4 – “Employees subject to a 36 hour standard working week and those in receipt of the annual bank fee payment). This pay protection will be removed with effect from the date of implementation of Single Status in Bexley.
- 9.2 This pay protection based on pre 1999 existing terms and conditions will be bought out with effect from the date of implementation of Single Status in Bexley. This will be achieved through the payment to current employees of a one-off lump sum of the total amount claimed and received in respect of the additional hours/premium rates undertaken for which protection was provided in the financial year 2006/07. However, where an employee claimed and received a higher amount in either of the financial years 2004/05 or 2005/06 (in respect of the additional hours/premium rates), then the highest amount earned will be payable.

10 Bexley Trading Services (BTS)

- 10.1 Specific contractual terms in relation to BTS services, are set out in Annex 3.

11. Allowance, bonus and other performance payments

- 11.1 Following a thorough review of current working practices and recent case law, payments of allowances, bonuses and other performance payments can no longer be justified in equal pay terms and will therefore all be removed. All such payments will cease to be paid once the pay and grading structure is implemented. For the avoidance of doubt this includes all allowances, bonus and/or performance payments that (unless detailed separately under this Agreement) have been submitted for re-evaluation under the GLPC job evaluation scheme.

12. Equal Pay Audit

- 12.1 Monitoring of the impact of the pay and grading review will take place six months after the implementation date through the Local Consultative Group machinery. A full equal pay audit of the Council's pay and remuneration systems will be conducted in 2011/12.

13. Back pay compensation payments

- 13.1 For the avoidance of doubt nothing in this or in any other documentation relating to this matter obliges, or has the effect of obliging, any or all current Council employees to accept the Council's offer in relation to back-pay or arrears of pay and nothing prevents the Unions from providing legal assistance, support and/or advice to those current Council employees who wish to pursue legal proceedings for outstanding monies they consider are due to them or indeed for anything else.
- 13.2 In addition to any back pay compensation payable under 13.1 above, "Arrears of Pay" will also be paid for any period worked by a Current Council Employee on or after 1 April 2007 to either (i) the date the employee moves into a higher graded post; or (ii) the date of implementation of this Agreement, whichever is the earlier. Arrears of Pay payments will be paid as soon as practically possible after implementation of this Agreement and prior to any payment of back pay compensation (see 13.7 below). This will include any incremental progression due on 1 April 2008.
- 13.3 Where a Current Council Employee was in employment with the Council on 1 April 2005 but subsequently moved into another post(s) within the Council and the previous post(s) had been re-evaluated at a higher grade(s) as part of the Single Status job re-evaluation exercise, then back pay compensation will be payable for each relevant post for the period where the Current Council Employee was employed to carry out the duties and responsibilities contained within the previous post(s). If appointment to another post(s) was during the back pay compensation period and the post(s) had been evaluated at a higher grade, then they would also be entitled to back pay compensation from the time that they took up their appointment until 31 March 2007. Arrears of Pay payments, as detailed in paragraph 13.2 above may

also be payable, subject to the Current Council Employee satisfying conditions detailed in clause 13.4 below.

- 13.4 Where a Current Council Employee began employment with the Council after 1 April 2005 but before the date of implementation and has subsequently moved into another post(s) and the previous post had been re-evaluated at a higher grade as part of the Single Status job re-evaluation exercise, back pay compensation and/or arrears of pay will be payable from the date that they took up employment in the relevant post(s) until the date the Current Council Employee was moved to their new post.
- 13.5 Where the subsequent post(s) appointed to is equal to or equivalent to the level of the grade of the post originally evaluated under the GLPC scheme, no back pay will be paid.
- 13.6 Payment of all back pay compensation will be based on the difference between the old and new contractual annual pay as at 31 March 2007, multiplied by the length of time (specified in complete months) employed performing the work in the submitted job description. The maximum multiple is 24 months (i.e. for the period 1 April 2005 to 31 March 2007). Payment of both back pay and back pay compensation will be subject to statutory deductions at the time payment is made. This is consistent with HMRC regulations which places liability at the point the earnings are placed unreservedly at the disposal of the employee, as entitlement to payment does not arise until this Agreement is signed by both parties.
- 13.7 The payment of any back pay compensation to Current Council Employees will be in full and final settlement of those equal pay claims that are stipulated in a COT3 agreement. Any such payment of compensation is agreed to be paid by the Council under a COT3 agreement. Payment will only be made after the signing of this Agreement by the parties referred to under the heading "Parties to Agreement" above and after the signing by the respective Current Council Employee of a COT3. The COT3 will preclude the Current Council Employee from bringing those claims for equal pay, up until the date stipulated in the COT3 agreement. Any payment of compensation is agreed to be paid by the Council under the COT3.
- 13.8 The Council will pay back pay compensation to all Current Council Employees who were in Teaching Assistant posts at the Council on or after 1 April 2005. The calculation of any back pay compensation due will be in accordance with clause 13.6 above and will cease at the time the Current Council Employee was correctly remunerated for undertaking the newly designated role and responsibilities of a Teaching Assistant.
- 13.9 Where school employees were assimilated into the evaluated new post of a teaching assistant and were undertaking those duties after 1 September 2004, but prior to 1 April 2005, consideration will also be given to back pay compensation from the date on which they took up those new duties until 31 March 2005. Where employees feel that they were undertaking new teaching assistant duties during any period

between 1 September 2004 and 31 March 2005 without appropriate remuneration and wish to make claims, these will be considered by an independent panel consisting of a union representative, a member of Schools HR Service and a governor of a school where the teaching assistant is/was not working. The decision of the independent panel will be final.

- 13.10 The Council will make payments in accordance with clauses 13.1 to 13.9 above to any former Council employee who has left the Council on or after 1 April 2007, provided they have, within six months of the date of this Agreement, written to the Council requesting the outstanding payment due under this Agreement. No payment shall be made to any former Council employee who fails to write in within six months of the date on which this Agreement is signed by both parties.

14. Pay protection arrangements

- 14.1 The following protection arrangements shall apply to any employee whose contractual salary (including grade and allowances) decreases as a result of the job re-evaluation exercise or other terms in this agreement. The effective date for the application of any protection arrangements will be the date of implementation of Single Status in Bexley.
- 14.2 Pay protection will be payable through the payment of a fixed "Personally Protected Sum" based on the difference between the contractual salary (including grade and allowances or other payments) payable prior to the implementation of this agreement and the highest spine point of the new job evaluated grade.
- 14.3 The "Personally Protected Sum" will be recalculated and reduced by the level of any increases in pay levels arising from the future implementation of any of the following:
- National Joint Council pay settlements from April 2009 onwards; and/or
 - Any other agreements between the Council, the recognised trade unions or individual employees that might arise from time to time.
- 14.4 The pay protection set out in clauses 14.1. to 14.3 above will automatically cease, or in the case of temporary arrangements be suspended, where:
- The employee is appointed to another job within the Council at a higher grade (including secondments, acting up or honoraria arrangements);
 - The post is re-evaluated to a higher grade; or
 - The employee is redeployed to a higher grade

and this results in the payment of a salary in excess of the contractual salary (including grade and allowances) payable prior to the implementation of this agreement.

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15. Social Workers (SW2/SW3)

- 15.1 Current salary scales for Social Worker posts SW2/SW3 at the Council are set having regard to the requirements of section 28 (11) of the NJC for Local Authorities APT&C Services (the former “Purple Book”).
- 15.2 The existing Council salary range for SW2/SW3 posts to remain unchanged. A review of the salaries of Social Worker SW2/SW3 to be conducted following the implementation of the Single Status Agreement in Bexley.

**THE GREATER LONDON PROVINCIAL COUNCIL
(GLPC)**

JOB EVALUATION SCHEME

JOB EVALUATION PROCEDURE

SEPTEMBER 2009

INTRODUCTION



- 1 From 1 March 2005 the Council has applied the Greater London Provincial Council (GLPC) Job Evaluation Scheme 2000 (GLPC Scheme). This replaced the former manual and Greater London Whitley Council APT&C job evaluation schemes that the Council had previously used to evaluate posts up to and including Senior Officer 1. The GLPC Scheme also brought within its scope posts that had not been subject to job evaluation i.e. former manual employees, employees in areas previously subject to Compulsory Competitive Tendering (CCT), employees transferred in from other organisations and catering staff based in the Adult Education service.

This procedure sets out the:

- local procedural arrangements, including appeal arrangements
 - local conventions for application of the scheme (Appendix 1)
- 2 The procedure is intended to meet the requirements for local procedures set out in the scheme's Procedural Framework Agreement, Guiding Principles and Code of Good Practice.

PROCEDURE

Job Evaluation

- 3 A job evaluation will be initiated by:
 - a manager as part of an organisational review
 - the creation of a new post
 - an individual's request where supported by an Assistant/Deputy Director, who is satisfied that there have been significant material changes to the duties and responsibilities of the post
 - an Assistant/Deputy Director's specific request i.e. where a post has significantly changed over a period of time due to unforeseen circumstances
- 4 The role of the Job Evaluation Panel is to evaluate the job description(s) in accordance with the scheme, awarding the most appropriate factor level as defined under the scheme and to record the reasons for awarding that factor. Where there are inconsistencies or additional information is required, the job description will not be evaluated and will be referred back to the originator for clarification.

Step 1

- 5 The post will be assessed on the basis of a signed job description, agreed by the manager, post holder (where applicable) and the Assistant/Deputy Director. The relevant organisation chart must be attached to the job description. Once completed this should be forwarded to HR Service who will arrange for it to be submitted to the next scheduled Job Evaluation Panel.

Step 2

- 6 A panel comprising two HR Staff and one Trade Union representative who have been previously trained in the scheme will undertake the job evaluation. When the Trade Union representative is unable to attend then, wherever possible, a substitute will be found from HR Service who has been previously trained in the scheme.
- 7 Each panel member will evaluate the job description independently and record their evaluation on the appropriate form. Areas of disagreement will be discussed and a consensus reached on the levels awarded and the grade.

Step 3

- 8 Where the post being evaluated is occupied, the final grade assessment/evaluation sheet detailing the grade and levels awarded by the panel will be provided to the employee in a letter also detailing their appeal rights.
- 9 Where a job evaluation results in a grade/pay reduction, the employee will be entitled to protection of pay in accordance with the Council's pay protection scheme detailed in the main Collective Agreement.

APPEAL ARRANGEMENTS

- 10 Where an employee wishes to appeal against the grade awarded to their existing post, they must notify their intention to appeal against the decision of the Job Evaluation Panel within 15 working days of the date of the notification letter from HR. The appeal must be made in writing to the Assistant Director (HR) and should clearly state which factor level(s) awarded at the evaluation are being challenged and what factor level(s) are being claimed with written justification for the challenge/claims. This will form the case statement submitted to the panel. Where a new post has been created or has significantly changed following a reorganisation, no appeal may be made until an employee has been in the post for a minimum of six months.
- 11 The Appeal hearing date will normally be arranged within 15 working days from receipt of the full appeal papers, subject to the availability of the appropriate appeal panel members. For the purposes of the Single Status pay and grading review only, the timescales for the hearing of appeals shall not apply.
- 12 A person nominated by the Head of Remuneration and HR Policy will act as secretary to the panel and will arrange the Appeal hearing date and collate and send out the relevant papers to all parties. The secretary will attend the Appeal and record decisions undertaken and effect notification of the result of the Appeal.

Documentation

- 13 The Assistant Director (HR) and the appellant/representative will forward all relevant documentation to the panel secretary, who will then arrange a mutually convenient date for the Appeal Panel.
- 14 At least five days before the date of the Appeal Panel the secretary will provide to all parties a set of the relevant papers, which should include:
- the agreed job description on which the job evaluation was based plus a relevant organisation chart
 - the appeal notification from the appellant/representative with the written justification for the grounds for appeal
 - the final grade assessment/evaluation sheet detailing the grade and levels awarded by the Job Evaluation Panel

The Appeal Panel

- 15 The Appeal Panel will consist of one Senior HR Officer and one Trade Union representative who has not previously been involved in the evaluation process for the post. Panel members will have been trained in the scheme. The position of Chairman of the Appeal Panel will be rotated between the Senior HR Officer and the Trade Union representative. The role of the Chairman is to steer the parties through the proceedings, to ensure that everyone has the opportunity to present the arguments of their case, to question and gather whatever information or clarification is necessary and to ensure that the proceedings are cordially conducted.
- 16 Attending the hearing shall be:
- the appellant who may be represented by a Trade Union representative or work colleague of their choice
 - one of the HR Officers from the job evaluation panel
 - a line manager may also attend to answer questions of fact
- 17 Where there is more than one appellant the Trade Union/group of appellants' will nominate one individual to be the sole employee representative.
- 18 The Appeal Panel will hear and consider the presentations of the written and oral submissions by the respective parties.
- 19 The Appeal Panel will reach a decision based on the assessment of the factor(s) challenged against the criteria of the scheme.

Role of appellant/representative and management representatives

- 20 The role of the appellant/representative (where appropriate) and HR Officer is to present their case to the Appeal Panel on the factor(s) challenged clearly and concisely. They will have the opportunity to ask questions of the other parties and to summarise their case statements to the Panel.

Appeals Procedure

- 21 The appellant/representative will:
- present the basis for appeal
 - state which factors are being contested
 - ask the management representative to answer any questions of fact if relevant to the case
 - the presentation will be confined to the specified grounds for the appeal and factors that are being challenged
- 22 In particular, reference must not be made to the following:
- the position prior to the earlier evaluation
 - any development after the date of the evaluation against which the appeal has been registered
 - any factors not being challenged
 - any other post or evaluation
 - personalities or performance/ability
 - any matter not contained in the documents submitted to the Appeals Panel. All written evidence presented to the Panel must be contained in the case statements.

For the purposes of the pay and grading review only, reference can be made to the original benchmarking exercise.

- 23 The HR Officer may ask questions of the appellant/representative or any witnesses on the evidence given.
- 24 The HR Officer shall present the case on behalf of the Job Evaluation Panel and, where called upon, ask the line manager to answer any questions of fact that are relevant to the case.
- 25 The appellant/representative may question the HR Officer or the line manager on the evidence given.
- 26 The Appeal Panel will have the opportunity to question the:
- appellant/representative
 - HR Officer
 - line manager
- 27 The appellant/representative will be given the opportunity to sum-up.
- 28 The HR Officer will be given the opportunity to sum-up.

NB: No new material will be introduced at the summing-up stage.

- 29 All parties will withdraw.

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- 30 The Appeal Panel will deliberate. All parties may be recalled to clarify any points of uncertainty and then withdraw again.
- 31 The Appeal Panel will reach a decision by consensus. Three outcomes are possible:
- level awarded – may change the points but not necessarily the grade
 - level not awarded – no change to the grade
 - failure to agree – the original evaluation will stand but may be submitted to the Joint Secretaries of the GLPC
- 32 The Appeal Panel will, wherever possible, announce its decision at the end of the hearing, followed by written confirmation within five working days.
- 33 The Appeal Panel decision is final and there is no further right of appeal, only excepting a failure to agree.
- 34 In the unlikely event that the outcome is a failure to agree, either party may approach the Joint Secretaries of the GLPC.

MONITORING

- 35 The job description(s), organisational structure chart and job evaluation papers shall be made available to the Head of Remuneration and HR Policy and the Trade Unions who will ensure the consistent and non-discriminatory application of the scheme across the Council and that the standard of Job Evaluation is maintained. The Head of Remuneration and HR Policy will keep under review the appeal process and propose to the Employees' Side Secretary revisions to the procedure, where felt necessary.

PROPOSED NEW BEXLEY SALARY BANDS AS AT 1 JULY 2008

NEW BAND	SALARY POINTS (£)				OUTSTANDING PERFORMANCE (£)		CURRENT HAY OR APT&C GRADE
	1	2	3	4	POINT A	POINT B	
CE	161490	170988	180486	185397	199488	208983	CE
26	129312	136917	144525	152130	159738	167343	A
25	105567	111777	117987	124197	130407	136617	B
24	88614	93828	99039	104253	109467	114678	C
23	73176	77478	81783	86088	90393	94698	D
22	64998	68820	72645	76467	80289	84114	E
21	53178	56307	59433	62562	65691	68817	F
20	48342	51186	54030	56874	59718	62562	G
19	41247	43674	46098	48525	50952	53379	B12
18	38643	40917	43188	45462	47736	50007	B11
17	36270	38406	40539	42672	44805	46938	B10
16	34260	36276	38289	40305	42321	44337	B9
15	32487	34398	36309	38220	40131	42042	B8
14	30852	32667	34482	36297	38112	39927	B7
13	29238	30957	32679	34398	36117	37839	B6
12	27717	29346	30978	32607	34236	35868	B5
11	26259	27804	29349	30894	32439	33984	B4
10	25626*	26358	27822	29286	30750	32214	B1/B2/B3
9	25203	26139	26955	27753			SENIOR OFFICER 1
8	23046	23733	24465	25203			SCALE 6
7	21162	21735	22383	23046			SCALE 5
6	18729	19368	20004	20670			SCALE 4
5	17310	17631	18015	18399			SCALE 3
4	16089	16320	16629	17025			SCALE 2
3	15423	15807	16089	16320			SCALE 1 (GLPC scale 1c)
2	14757	15027	15423	15807			SCALE 1 (GLPC scale 1b)
1	14517	14631	14757	15027			SCALE 1 (GLPC scale 1a)

Salaries in bold represent the anchor points of the GLPC scheme

* Current 87.5% of Hay B3 Grade

CONTRACTUAL TERMS THAT APPLY TO BEXLEY TRADING SERVICES**1.0 Introduction**

1.1 This annex is that referred to in paragraph 10.1 of the Appendix to the General Purposes Committee report dated 23 September 2009 and entitled Implementation of the national Single Status Agreement.

2.0 Effective Date

2.1 The effective date of these contractual terms is 1 April 2007

3.0 Scope & Application

3.1 The grades of the roles based on the current job descriptions have been evaluated at:

Highways/Gully HGV Operative Scale 4
 Senior Charge Hand Scale 6
 Street Cleansing HGV Operative Scale 4
 Highways/Gully Operative Scale 2
 Cemeteries Operative Scale 3
 Cemeteries Grave Digger Scale 5
 Grounds Maintenance Operative Scale 2
 Skilled Grounds Maintenance Operative Scale 4
 Grounds Maintenance Driver/team leader Scale 4
 Skilled Street Cleansing Operative Scale 3
 Refuse/Recycling Spare Driver/Loader Scale 4
 Street Cleansing Operative Scale 2
 SS MOW Delivery Driver Scale 2
 SST Driver/Escort Scale 2
 Refuse/Recycling Loader Scale 3
 SST Escort Scale 1c
 Refuse/Recycling Drive/Charge Hand Scale 5

The grading structure has four-point incremental scales. Progression for employees is subject to satisfactory performance.

3.3 All allowances previously paid, including but not limited to those allowances known as “conclusion/task”, “adverse weather”, “driver”, “additional property”, and additional payments relating to skills and levels of responsibility will cease to be paid after 23 September 2009.

3.4 Existing rounds/schedules and staffing levels will not be affected as a direct result of implementing Single Status.

4.0 Training

4.1 Training to enhance BTS capacity, capability and to aid personal development will continue to be offered by the Council. This will include, but not be limited to:

- Health & Safety
- Waste Awareness
- Customer care
- Customer needs
- Safe use of plant & equipment deployed
- Driver training for non-drivers (Refuse and Recycling Loaders will be offered training to prepare them for promotion to a role of Refuse and Recycling Driver/Loader)
- Scale 4 Refuse and Recycling Driver/Loaders will be offered training to prepare them for promotion to a role of scale 5 Driver/Chargehand
- HGV training for standard licence holders and continuing professional development
- Safe LOLA operation and driving practice

4.2 Training and any associated driving course test, or accreditation fees will be paid by the Council but may require out-of-hour's attendance. In the event of any failure to attain the required pass, accreditation, and/or standard required to undertake the role in question the Council will fund up to 1 re-test. The individual employees will receive no allowance for any out-of-hours attendance for any training or testing or any associated driving course test, including any re-test.

5.0 Principles

5.1 It is recognised that agreed flexible working arrangements need to continue in order to meet needs of service. Staff where applicable i.e. Refuse and Recycling staff will be required to work on a 'job and finish basis', with flexibility being built into the agreement to cater for time lost due to tipping delays, congestion, poor weather, and seasonal demands on the service. Employees of BTS are required to work, on those occasion that require it, until completion of the tasks given to them. Additional time spent on these occasions will be compensated by staff being permitted to leave on satisfactorily completion of their scheduled work. In circumstances (e.g. severe weather conditions, vehicle breakdown) where management consider completion of the round is not possible employees will be advised and released accordingly.

5.2 All parties recognise the need to secure customer satisfaction and sustain timely, reliable, safe, and high quality services. Provision has been made within this BTS Agreement for elements of out-of-hours, weekend, bank holiday, and additional work(s) required to meet particular service and seasonal fluctuations.

5.3 In line with both parties' commitment to joint working to develop effective relationships at all levels, and to meet the principle aims and objectives of this BTS Agreement, it is understood that existing procedures and agreed working practices must be adhered to. This is in order to maintain high standards of service delivery and to eliminate or negate any risk

associated with high levels of sickness, unplanned holiday absence, poor standards of service delivery, and unsafe working practices.

In addition, the Council and BTS also acknowledge the need to constantly review working methodologies in order to drive continual improvement, and secure best value for the residents and customers of the authority.

5.4 In order to promote a collaborative approach to matters impacting upon the service, safety, and/or industrial relations (e.g. balancing workloads) the Council and BTS undertake to meet formally, taking joint ownership and regulatory action to ensure the aims and objectives of this BTS Agreement are adhered to. The BTS Local Consultative Group will meet once every month. Matters relating to Safety, Health and the Environment will be reviewed quarterly by a Joint Monitoring Group.

6.0 Absence

6.1 Sickness Absence

6.1.1 For the avoidance of doubt the application of the national standards for sick leave, sick pay and the application of the Council's Sickness Absences Management Procedure will continue to apply to BTS employees.

6.2 Annual Leave

6.2.1 For the avoidance of doubt the application of the Council's standard conditions for annual leave entitlements will continue to apply to BTS employees.

7.0 Working Arrangements

7.1 Refuse & Recycling Staff

7.1.1 In addition to the flexible approach agreed in clause 5.1 above:-

7.1.1.1 Staff shall report for duty at 0630 hours and will subsequently endeavour to complete their duties within core hours, namely 0630 hours to 1554 hours, inclusive of 1 hours un-paid lunch break Monday – Friday.

7.1.1.1.1 Where crews cannot complete their round in core hours they will either complete the round in return for payment at the appropriate overtime rates referred to in 7.1.2 below or return to the depot.

7.1.1.1.2 Crews will not be required to revisit their round in respect of "missed bins".

7.1.1.1.3 Compost Rounds – Currently, as previously agreed, staffing levels are increased by one from May 1 to October 31 to meet seasonal demands. This can be varied by local agreement.

7.1.1.2 Payment in complete recompense of the 6 additional hours over 36 hours worked each week, Monday through to Friday, will be made in

advance and included within employee's annual salaries. For clarification this is broken down as follows:

7.1.1.2.1 4 additional hours per week at the same hourly rate as the first 36 hours to make up to 40 hours

7.1.1.2.2 2 additional hours per week over the 40 hours referred to at 7.1.1.2.1 above at time and a quarter (1.25) of the Plain time rate to make up to 42 hours. "Plain time rate" is derived from the relevant spinal column point only and for avoidance of any doubt excludes an enhanceable element of London Weighting.

7.1.1.3 Staff are also contractually obliged to provide a normal collection service during, or post bank/public holiday periods. For operational reasons this will demand all staff are present and available for work on the following 8 days:

- The first Saturday following the New Years Day Holiday
- Good Friday
- The first Saturday following Easter Monday
- The first Saturday following Monday May Day being the first bank holiday Monday in May)
- The first Saturday following the Spring Bank Holiday Monday (being the second bank holiday in May)
- The first Saturday following the August Bank Holiday Monday
- Saturday following Christmas Day, or by prior agreement for a different date where this day falls on a weekend
- Sunday following Boxing Day, or by prior agreement for a different date where this day falls on a weekend

7.1.1.4 Payment in recognition of the contractual commitment in 7.1.1.3 above to secure timely, reliable, and high quality services in lieu of operations cancelled during holiday periods will be made in arrears on completion of a claim made for overtime worked. For clarification this is broken down as follows:

7.1.1.4.1 8.4 additional hours per day at enhanced Public holiday rates. This means in addition to the basic hourly rate Plain time rate will be paid for all hours worked that day.

7.1.1.4.2 Employees required to work on Good Friday will be paid at enhanced Public holidays rates. This means in addition to the basic hourly rate Plain time rate will be paid for hours worked.

7.1.1.4.3 In exceptional circumstances management will consider requests for leave of absence in respect of days detailed under 7.1.1.3 above.

7.1.1.4.4 If management have approved in advance annual leave that coincides with days listed in 7.1.1.3 the employee will not be required to take annual leave on the specified day.

7.1.2 Any additional hours (overtime) worked in addition to contractual commitments included in this BTS Agreement will continue to be paid at rates

in accordance with the Council's blue pages 1999 collective agreement in respect of the Single Status standard 37 hour working week. For clarification this is broken down as follows:

7.1.2.1 Basic hourly rate up to and including 40 hours Monday to Saturday

7.1.2.2 Time and a quarter of Plain time rate for hours above 40 per week Monday to Saturday

7.1.2.3 Time and a half (1.5) of Plain time rate for additional hours worked Sundays

7.1.2.4. Double time (2.0) at Plain time rate for hours worked on Public holidays.

7.2 Cleansing Staff

7.2.1 In accordance to the flexible approach agreed in clause 5.1 above in determining working arrangements that reflect the service needs the following schedules, inclusive of 1 hour unpaid lunch, will apply:-

0600 hours – 1445 hours	Mobile One to Six
0700 hours – 1545 hours	Mobile Seven to Ten Wave Teams Mobile response 1 Recycling Centres Litter Bin Wash Day Sweep Borough Wide Litter Pickers Shopping Areas (A)
0900 hours – 1745 hours	Response 2/Alleyway Crew Shopping Areas (B)
1100 hours – 1945 hours	Shopping Areas (C)

The move to a 42 hour working week is reflected in the schedules outlined above (7.2.1). Where any street cleansing service operative is unable to complete their daily scheduled work within the 42 hour working week they will not face disciplinary action.

7.2.1.1 Unless otherwise agreed, staff shall report for duty at the scheduled time and will subsequently endeavour to complete their duties within core hours inclusive of 1 hour un-paid lunch break Monday to Friday.

7.2.1.2 To meet the needs of the service and satisfy customer demands staff are also contractually obliged to work 6.30 additional hours (overtime) every second Saturday.

Contractual overtime shall be worked alternatively by half the workforce on a fixed rota, agreed in advance and in consultation with staff and union representatives.

7.2.1.3 Payment in complete recompense of the 2.45 additional hours worked each week over 36 hours, Monday Friday, and 6.30 additional hours on alternate Saturdays will be paid in advance and included within employee's annual salaries (average 42 hours per week). For clarification payment is broken down as follows:

7.2.1.3.1 Additional hours per week referred to at 7.2.1.3 above at the same hourly rate as the first 36 hours to make up to 40 hours

7.2.1.3.2 Additional hours over the 40 hours referred to at 7.2.1.3 above on 26 occasions per annum (Saturday once every fortnight) at time and quarter (1.25) of the plain time rate

7.2.1.4 The cleansing service shall also operate on Public holidays, excluding Christmas day and New Years day. Prior to each Public holiday the Council will seek volunteers to complete the works required, where possible rotating staff to ensure fair and equitable apportion of overtime amongst the cleansing workforce. Hours worked on these days will be paid in addition to any contractual obligation on submission of a timesheet and shall be paid at the enhanced rate for working on a Public holiday . This means in addition to the basic hourly rate Plain time rate will be paid for normal hours worked.

7.2.2. Any additional hours (overtime) worked in addition to contractual commitments included in this BTS Agreement will continue to be paid in accordance with the Council's blue pages 1999 collective agreement in respect of the Single Status standard 37 hour working week. For clarification this broken sown as follows:

7.2.2.1 Basic hourly rate up to and including 40 hours Monday to Saturday

7.2.2.2 Time and a quarter of Plain time rate for hours above 40 per week Monday to Saturday

7.2.2.3 Time and a half (1.5) of Plain time rate for additional hours worked Sundays

7.2.2.4. Double time (2.0) at Plain time rate for hours worked on Public holidays

7.3 Highways & Gully Operatives

7.3.1 In addition to the flexible approach agreed in clause 5.1 above:-

7.3.1.1 Week 1 - Staff shall report for duty and be 'available for work' at 07.00 hours and will subsequently endeavour to complete their duties within core hours, namely 07.00 hours to 15.12 hours, inclusive of 1 hour un-paid lunch break Monday to Friday.

7.3.1.2 In order to provide extended cover up to 1800 hours Monday to Friday staff are also contractually obliged to work additional hours one week in three, remaining on duty for an additional 2 hour 48 minutes each day.

7.3.1.3 Week 2 and 3 – Staff shall report for duty and be ‘available for work’ at 07.00 hours and will subsequently endeavour to complete their duties within core hours, namely 07.00 hours to 15.12 hours, inclusive of 1 hour un-paid lunch break Monday to Friday.

7.3.1.4 In order to provide extended cover up to 15.36 hours Monday to Friday staff are also contractually obliged to work additional hours two weeks in three remaining on duty for an additional 24 minutes each day.

7.3.1.5 Payment in complete recompense of the additional hours over 36 hours worked each week, Monday through to Friday, will be made in advance and included within employee’s annual salaries. For clarification this is broken down as an average over the three week rota period as follows:

7.3.1.5.1 2.67 additional hours per week at the same hourly rate as the first 36 hours

7.3.1.5.2 3.33 additional hours per week at time and a quarter (1.25) of the Plain time rate

7.3.2 Any additional hours (overtime) worked in addition to contractual commitments included in this BTS Agreement will continue to be paid at rates in accordance with the Council’s blue pages 1999 collective agreement in respect of the Single Status standard 37 hour working week. For clarification this is broken down as follows:

7.3.2.1 Basic hourly rate up to and including 40 hours Monday to Saturday

7.3.2.2 Time and a quarter of Plain time rate for hours above 40 per week Monday to Saturday

7.3.2.3 Time and a half (1.5) of Plain time rate for additional hours worked Sundays

7.3.2.4. Double time (2.0) at Plain time rate for hours worked on Public holidays

7.4 Social Services Transport

7.4.1. In addition to the flexible approach agreed in clause 5.1 above:-

7.4.1.1 Staff shall report for duty and be ‘ready for work’ between the hours of 0745 hours and 1133 hours and 1445 hours and 1833 hours. Staff will be required to taking 1 hour un-paid lunch break during the period between shifts Monday to Friday.

7.4.2 Any additional hours (overtime) worked in addition to contractual commitments included in this BTS Agreement will continue to be paid at rates in accordance with the Council’s blue pages 1999 collective agreement in respect of the Single Status standard 37 hour working week. For clarification this is broken down as follows:

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7.4.2.1 Basic hourly rate up to and including 40 hours Monday to Saturday

7.4.2.2 Time and a quarter of Plain time rate for hours above 40 per week Monday to Saturday

7.4.2.3 Time and a half (1.5) of Plain time rate for additional hours worked Sundays

7.4.2.4. Double time (2.0) at Plain time rate for hours worked on Public holidays

7.5 Grounds Maintenance

7.5.1. Unless otherwise agreed staff shall report for duty and be 'ready for work' between the hours of 0730 hours and 1542 hours. Staff will take 1 hour un-paid lunch break during the period between shifts Monday to Thursday, with a half hour un-paid lunch break on Friday, finishing at 1512 hours (PM). Any seasonal variation will be agreed in advance with staff.

7.5.2 Any additional hours (overtime) worked in addition to contractual commitments included in this BTS Agreement will continue to be paid at rates in accordance with the Council's blue pages 1999 collective agreement in respect of the Single Status standard 37 hour working week. For clarification this is broken down as follows:

7.5.2.1 Basic hourly rate up to and including 40 hours Monday to Saturday

7.5.2.2 Time and a quarter of Plain time rate for hours above 40 per week Monday to Saturday

7.5.2.3 Time and a half (1.5) of Plain time rate for additional hours worked Sundays

7.5.2.4 Double time (2.0) at Plain time rate for hours worked on Public holidays

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Documents Ends