



Single Status Agreement

September 2004



SINGLE STATUS AGREEMENT

1. Principles
2. Pay and Grading
3. Training and Development
4. Assimilation and Protection of Earnings
5. Appeals
6. Standard Working and Pay definitions
7. Non- standard Working
8. Changing Working Hours
9. Acting-up Arrangements
10. Excess Travel
11. Public and Annual Holidays
12. Pensions
13. Flexible Working Schemes

Appendix 1 – Employment Policies List

Appendix 2 – Compensation Scheme (Back Pay)

Appendix 3 – list of allowances ended

INTRODUCTORY STATEMENTS

1. Ballot Note

These jointly prepared and negotiated proposals are subject to a ballot of Trade Union members from the signatory Trade Unions (UNISON, TGWU, GMB). If there is a vote in support of the proposals and a collective agreement signed by all parties, changes will be made by variation of contracts of employment with effect from 1 January 2005.

2. Schools

Once agreed the non-pay sections of this agreement will need to be formally adopted by school governing bodies. For Voluntary Aided schools the whole agreement will require formal adoption from the school.

3. Timescales

The agreement, with exception of changes to annual and public holidays will be implemented for existing employees from 1st January 2005. New starters to the Council will commence from the 1st November 2004 or whichever date before January best suits the terms of their recruitment.

Compensation payments (back pay) – December 2004
Minimum protection £100 – December 2004
New annual holiday contracts - 1st April 2005
New public holiday closure dates will come in from Easter 2005.

4. Term Time Only Contracts

Term time only contracts will be subject to a review over a 3-month period and the Council will respond to any recommended changes arising from the National Joint Council in respect of term time only contracts.

5. Working Practices in City Services

There will be a review of working practices in relation to chargehand and supervision arrangements in order that jobs can be properly established with the correct evaluation.

6. Funding of Single Status

	£m
Ongoing Resources	
Overall Paybill effect	5.5
Additional Holiday	<u>0.4</u>
Total	<u>5.9</u>
One-Off Resources	
Compensation payment	2.75
Buy out proposal	0.12
Early Implementation 04/05	0.4
2005/06	<u>0.6</u>
Total one –off resources	<u>3.88</u>

1. PRINCIPLES

1. Introduction

- 1.1 Single Status allows for local determination of conditions within part 3 of the National Agreement and gives us an opportunity to develop conditions of service which will provide for flexible working and improved services for customers, within the needs of the organisation and employees.
- 1.2 Within the document are the detailed benefit and payment arrangements applicable to all employees of the Council. (Currently excluding Craft, Youth and Community, Soulbury and Teachers)
- 1.3 This agreement acknowledges the relevant national agreement as the National Joint Council for Local Government Services (Green Book) as amended by this local agreement, or as varied, altered or amended from time to time by local collective agreements and rules made in conjunction with Coventry City Council and/or any of the Council's Directorates and recognised trade unions.
- 1.4 This agreement and its appendices overwrites previous Council and service level agreements which refer to the pay and conditions of the Council employees identified within the scope of the national agreement, with the exception of the Council Employment Policies negotiated in accordance with the negotiating schedule set out in Appendix 1.
- 1.5 To ensure that there is equality in pay and conditions there is an interim assessment of the impact of this agreement, to be followed by a full joint equality audit in the spring of 2005, after which there will be joint annual monitoring.

2. Principles

- 2.1 The conditions of service will operate within a set of guiding principles, which will inform local agreements:
 - €# Assist new ways of working by collective agreement which work to the benefit of both parties and which best deliver the range and quality of services for customers
 - €# High Quality Services delivered by a well paid, trained and motivated workforce with security of employment.
 - €# Improve aspects of equality and diversity by the removal of all discrimination and promotion of positive action.
 - €# High quality services delivered courteously, timely and efficiently.
 - €# Meets the needs of employees at different life stages and supports life long learning and development.

- €# Meets requirements for equal pay for like work and work of equal value.
- €# Improves the recruitment and retention of employees with the right skills, organised in the right ways.
- €# Complies with the Council's finance and planning processes and are properly and equitably funded.
- €# Clear, consistent simple and easy to administer conditions of service.
- €# Stable industrial relations and negotiation and consultation between local authorities as employers and recognised trade unions.
- €# An open and transparent process
- €# Facilities to allow Trade Unions to organise effectively for individual and collective representation

2. PAY AND GRADING

Sp Pt	Annual Salary	Hourly Rate	303 G1	352 G2	415 G3	458 G4	497 G5	535 G6	569 G7	615 G8	669 G9	+670 G10
55	41.055	21.28										
54	40.353	20.92										
53	39.663	20.56										
52	38.976	20.20										
51	38.265	19.83										
50	37.560	19.47										
49	36.921	19.14										
48	36.147	18.74										
47	35.358	18.33										
46	34.566	17.92										
45	33.750	17.49										
44	33.009	17.11										
43	32.217	16.70										
42	31.434	16.29										
41	30.654	15.89										
40	29.865	15.48										
39	29.100	15.08										
38	28.173	14.60										
37	27.372	14.19										
36	26.625	13.80										
35	25.938	13.44										
34	25.407	13.17										
33	24.708	12.81										
32	24.000	12.44										
31	23.313	12.08										
30	22.599	11.71										
29	21.867	11.33										
28	21.033	10.90										
27	20.370	10.56										
26	19.713	10.22										
25	19.092	9.90										
24	18.507	9.59										
23	17.922	9.29										
22	17.409	9.02										
21	16.968	8.79										
20	16.371	8.49										
19	15.795	8.19										
18	15.225	7.89										
17	14.931	7.74										
16	14.586	7.56										
15	14.244	7.38										
14	13.953	7.23										
13	13.701	7.10										
12	13.344	6.92										
11	13.071	6.78										
10	12.279	6.36										
9	12.027	6.23										
8	11.673	6.05										
7	11.316	5.87										
6	10.962	5.68										
5	10.809	5.60										
4	10.560	5.47										

1. The Grading Structure

- 1.1 The grading structure has 10 bands that allow for incremental progression in each grade. The grades are simply numbered 1 to 10 with 1 being the lowest and 10 the highest.
- 1.2 Incremental progression will be automatic at 1 increment per year, which would apply from 1st April each year within the following conditions.
 - €# Accelerate – there is the facility to reward exceptional effort by accelerating incremental progression. There will be no acceleration on merit through a gateway.
 - €# Pause – there is the facility to pause incremental progression whilst additional training assistance is given to enable employees to achieve development plan targets and objectives identified in the Employee Development Review (see full scheme); or, whilst capability issues are being managed (see full scheme). The employee resumes progression once achievement is satisfactory. Normal grievance procedures apply

2. Development

- 2.1 The grading structure has been developed to link strongly with the Council's Training, Development and Learning Strategy. Those links are further explained in Section 3 (Training and Development)

3. Implementation and Funding

- 3.1 For existing employees assimilation on implementation will follow the assimilation rules laid out in Section 4.
- 3.2 The overall structure has been funded on the assumption that incremental progression will be achieved. This will be fed into budgets. With the exception that gateway progression (see section 3 Training and Development), accelerated increments and managerial changes leading to re-evaluations will have to be met from existing budgets.

4. Compensation for Back Pay

- 4.1 Within the overall agreement funding has been set aside to address potential back pay claims that employees may have as a result of the changes made to payments they receive as a result of their employment.
- 4.2 There is a detailed matrix on payment levels at appendix 2. Uplift describes the level of gain by the move into the new structure in bands set down the left hand column. Across the top is the multiplier reflecting between 0 and 6 years service. Service is as a 31st December 2004. This payment will be made as a tax-free compensation payment in December salaries.

3. TRAINING AND DEVELOPMENT

1. The Training, Development and Learning Strategy

The Training, Development and Learning Strategy is a separately agreed document that provides the detail around the Council's policy and strategy for training and development. The principles are repeated here to re-inforce the links with the overall Human Resource Strategy of which Single Status is such a key part. The target training days for each employee for is 3 days per year off the job training.

1.1 Key Principles

The Training, Learning and Development Strategy will play an essential part in helping to provide the framework to support corporate, service and individual development. It is based on the following principles:

- ⌘ Without a well-trained, flexible committed workforce, nothing can be achieved - each individual member of staff is critical to our continued success.
- ⌘ Every individual within the organisation has a right to equal and fair access to appropriate training and development, which is provided in line with corporate objectives and within available resources and the constraints of delivering the Service.
- ⌘ The need constantly to respond to central government's requirements of local government, as well as to the needs of our local communities, means that we have to seek continuous improvement in all that we do.
- ⌘ The Training, Learning and Development Strategy and the resulting programmes that are developed will be driven and informed by the Council's desire to achieve Best Value in everything that it does.
- ⌘ We will seek to work with our Partner organisations and the wider community - in particular the Learning Plan of the Coventry Partnership.
- ⌘ Effective learning will take place at all levels in the organisation that reflects both Corporate and Service perspectives.
- ⌘ We will nurture the concepts of self-development and life long learning.

2. Linking the Grading Structure with Development

- 2.1 For each grade there are two development points (shown as darker shades on the chart in section 2 Pay and Grading)).
- 2.2 The first development point represents the induction and training in the first year of employment necessary to develop competence in the job. Recruitment will normally be to the first point of the scale. Once that assessment is satisfactorily completed, as part of the annual employee development review process, the employee moves into automatic increments. This first full development review must include the training plan that the employee will need to follow to develop full competence over the ensuing year(s).
- 2.3 The second development point is also a full assessment that the employee has reached full competence in accordance with the agreed development plan criteria as shown in 3.2 below.
- 2.4 Achievement of the second development point will have one of 3 broad outcomes:-
 - (i) A managerial assessment and decision that the employee has reached the competence level to progress to the final point of the grade. (Normal Grievance procedures apply)
The employee's development achievements will also be evidence for the employee who wishes to apply for promotion opportunities available on the higher grades. (Normal grievance procedures apply)
 - (ii) A managerial decision that the employee has reached the competence level necessary to pass through the 'gateway' to the next grade where a higher evaluated career post exists, e.g. Level 1 Social Worker to Level 2 Social Worker; assistant cook to cook
 - (iii) Gateway progression as part of a pre-defined career pathway to a different career e.g. pathways into teaching.

There is a national requirement to develop clearer career pathways over the next three years to enable employees to move in to different types of jobs through the attainment of new skills and competencies.

3. Development Plans and Criteria for Gateways

- 3.1 Development plans for each type of job will be different in particulars and will be developed as part of service level consultation on the implementation of the training strategy. They will link strongly with the Councils new training strategy
- 3.2 The following core criteria will be included in development plans (within grade) and will be monitored as part of the annual development review, some of these will come on stream over the next three years, this will not delay normal annual incremental progression to the top of the grade band:-

- €# Mandatory core skills training
- €# Achievement of national standards (where they exist)
- €# Working as part of a team to meet service objectives
- €# Competence to cover absence of immediate supervisors and colleagues on sickness or holiday
- €# Attainment of any NVQ/national/ professional/post graduate/qualification necessary to operate at a fully competent level
- €# Contributing to 'on the job' training and induction for new employees.

Gateway Progression:-

- €# Attainment of any NVQ/national/ professional/post graduate/qualification necessary to operate at the more senior evaluated level
- €# Undertaking the more senior roles in relation to responsibility factors as defined in the higher evaluated job

Where necessary progression may depend on a vacancy being available.

4. ASSIMILATION AND PROTECTION OF EARNINGS

1. Scope

This agreement is between Coventry City Council and the three signatory Trade Unions UNISON, TGWU, GMB.

The agreement will apply only to employees covered by the National Joint Council for Local Government Services (green book) who are affected by the changes to pay and conditions resulting from the Single Status agreement.

2. Principles

The application of the agreement is subject to agreement being reached on those aspects of the Single Status conditions, included in the attached schedule, which require the formal agreement of the signatory Trade Unions.

The Council and the three signatory Trade Unions will ensure that the earnings level of those adversely affected by new pay and grading structures is maintained over a five-year implementation period.

3. Definitions

For the purpose of this agreement, the earnings level to be protected is that which applies immediately prior to the implementation date, and includes all basic and contractual allowances but excludes any casual earnings.

From that implementation date further pay awards, increments or allowance changes will not be applied until the new earnings catch up with the protected earnings level for that job or for a period of not less than five years.

Protected earnings remaining after five years will be subject to a joint review in year four of the five-year period, with a view to reaching agreement.

The Council will seek to reach agreement with the signatory Trade Unions to determine the implementation date for the new pay and grading structure.

4. Criteria for Assimilation

The definitions refer to the substantive job evaluated post. A substantive post is one which the jobholder is contractually bound to return to after the ending of a secondment or acting-up period. Honoraria paid in these circumstances will need to be re-calculated based on the new grades. Consideration may need to be given to individual circumstances where long-term acting up positions are in place.

The principal is to most closely match the former earnings, which may be basic pay or a combination of pay and allowances

Employees whose current annual salary (SCP) matches a spinal column point within the new grade will move directly across into the new grade.

- €# Employees who currently receive protected allowances which are discontinued will be assimilated at the point in the new grade band which matches the former earnings level or is rounded up to the SCP which most closely matches former earnings.
- €# Employees who have a new basic pay and new allowance will be assimilated to that point in the scale where the total earnings most closely matches the former earnings or is rounded up to the SCP which, together with the new allowance, most closely matches former earnings.

5. De Minimus Disregard

Employee who are identified as having a potential loss of earnings of £200 or less per annum will be disregarded for protection purposes (as the protection would only be in place for 3 months, until the first pay award, in any event) but will receive a flat rate payment of £100 in December 2004 salary as compensation for the changes to their contract of employment.

6. Criteria for Protection

- €# Employees whose annual salary or annual salary plus protected allowances are above the new grade band (and outside of the de minimus criteria) will have the level of earnings as of 31st December 2004 protected from 1st January 2005 in accordance with the terms of the protection agreement
- €# For employees with variable earnings the protected level will be the average of a previous representative 12 week earning period, less any unprotected allowances or allowances which continue to be paid e.g. sleeping-in.
- €# The protected earnings will be frozen until NJC pay awards on the new grading structure bring those earnings within the new grade.
- €# At the point protection ends or falls out the employee will be assimilated to the top point in the structure regardless of any progression rule which may apply to the new structure.

(i) Protected Allowances

Protected allowances are those that combined with the annual salary form the level of earnings to be matched within the assimilation or protection schemes as defined above. (See Section 7 for new allowances)

- €# Shift allowances
- €# Bonus schemes and policy payments
- €# Qualification allowances

- €# Weekend enhancements (where part of the normal working week)
- €# Market Supplements
- €# Special Needs Allowances
- €# Time limited excess travel
- €# Contractual overtime (this being a specific addition to the normal 37 hour week)

If there are allowances that are not identified in appendix 3 in this category they will be reviewed by the Joint Negotiating Group and an agreement reached regarding protection.

(ii) Allowances that continue to be paid

- €# Sleeping-in (as the existing NJC rate continues to be paid)
- €# Standby and callout (as the locally agreed rate continues to be paid)
- €# Acting-up after 4 weeks

(iii) Allowances not protected

- €# Casual overtime
- €# Casual additional hours
- €# Acting up arrangements

(iv) A complete list of discontinued allowances is at appendix 3 to this agreement, any not identified are covered by paragraph 1.4 of this agreement.

4. Moving out of protection – For those employees wishing to move job in order to move out of protection, arrangements will be made for them to be considered for vacancies which are appropriate to their skills and abilities, or would be so with an appropriate level of training. Consideration, will be given by the Redeployment Monitoring Group, of all employees who register themselves as interested in alternatives. Registration will be arranged by the HR service once the agreement is in place. Consideration for alternative jobs will only be after redundant and medical redeployees are placed.

5. APPEALS

1. AIM

This Procedure is to be used by employees appealing against the job evaluation results arising from the Single Status project.

It is the intention to continue the joint process so adequate trade union facility time will be made available.

The Joint Negotiating Group will monitor the Appeals Process for Single Status.

2. SCOPE

This appeals procedure is for those jobs evaluated as part of the single status project. These will include new jobs, redesigned jobs and vacant jobs, which are submitted for evaluation before **30th September 2004**.

New jobs and vacant jobs to be evaluated after this date will be outside of the project and will be covered in the newly agreed evaluation process and appeals procedure, which will continue to use the National Job Evaluation scheme with the agreed local conventions. This will enable these jobs to be advertised within the new pay and grading structure.

Existing jobs undergoing changes requiring re-evaluation will continue to fall within the scope of the project until 31st December 2004 for protection purposes only, so that existing employees are covered within the agreed protection arrangements.

3. GENERAL GUIDANCE

Appeals can only be submitted on the basis of a disagreement with the level given under any of the thirteen job evaluation factors in the National Scheme. At all stages employees will be expected to provide substantial evidence to support their application and/or be able to demonstrate that existing evidence is incomplete or inaccurate.

The evidence must show, under each relevant factor, where the evaluation did not reflect the demands and/or requirements of the job.

Appeals will not be accepted on the basis of comparison with other jobs within the Authority where the only case is a view about differences in point scores.

The timescale for resolution appeals lodged within the single status project will be dependent upon the number of appeals lodged.

4. PROCEDURE

Unless there are exceptional circumstances employees must abide by the timescales stated. The Head of Human Resources will consider exceptional circumstances but generally appeals will be dismissed if they fall outside the time scales.

4.1 **Informal Stage**

Trade Union members are advised to seek advice from their Trade Unions before they submit an Appeal. At all stages of the procedure the employee may seek support from one of the signatory trade unions or a colleague. Support will be offered to employees who experience problems completing the form.

4.2 **Stage One**

(a)The intention to appeal must be registered with the line manager and a copy of the registration form must be sent to the Employment Strategy Unit (address on the back of the form). The intention to appeal must be registered by the date advertised on the form. Copies will be made available to the signatory trade unions.

(b)If the jobholder believes, after advice, that sufficient evidence is available to proceed with the appeal then Standard Appeal Form must be completed which can be with the support of a Trade Union Representative. The Job family manager must sign the form and verify the additional information being submitted. The appeal must be submitted by the date advertised on the form.

4.3 **Stage Two**

A joint independent appeal panel will consider the information in the appeal form together with the information from the original evaluation.

(a)The appeal panel will consist of the following (all jointly trained in the national job evaluation scheme and the computerised job evaluation process) a Human Resources representative(s)and a representative(s) from the recognised Trade Unions. Technical experts will be available in support, who will undertake the formal re-evaluation, if this is judged appropriate by the Appeals panel. To be quorate the panel must be balanced a minimum of one HR and one TU.

(b)The appeal panel will firstly determine whether or not there are grounds for appeal. Where there is insufficient information or evidence the appeal will be dismissed.

(c)The appeal panel will evaluate the additional evidence and through the National Job evaluation Scheme (Green Book), using its computerised format with the local conventions, will re-evaluate the

job. During the course of this process the panel may find it necessary to ask the jobholder and the job family manager further questions. The job family manager must be able to verify any further information submitted.

(d)The appeal process will have one of 3 outcomes:

- ☞ Appeal upheld with a higher revised job evaluation score
- ☞ Appeal dismissed with the evaluation result unchanged
- ☞ Appeal resulting in a lower revised job evaluation score

(e)The decision of the Panel will be communicated in writing with the question trace and job overview within 14 days of the Appeal Hearing.

(f)The Panel will seek a consensus decision on the outcome of the hearing based on the information presented and advice taken where appropriate. Failing a consensus decision the evaluation result will default to the result originally notified.

(g) Failing a consensus decision the employee can take an appeal to the West Midlands Provincial Council.

5. PAY AND GRADING DURING THE APPEAL PROCESS

During the Appeal process and pending the outcome of the appeal employees will remain on the grade designated as part of the original evaluations.

Should the appeal be successful and result in a change of grade then an appropriate adjustment to their salary will be made, backdated to the actual implementation date, 1st January 2005.

Should the appeal be unsuccessful, and the initial evaluation result remains unchanged and there will not be any resultant change to salary.

Should the job be evaluated at a lower level upon appeal and result in a reduction in grade the evaluation will be backdated and if necessary the single status protection agreement will apply and no back pay will be recovered.

6. STANDARD WORKING AND PAY DEFINITIONS

A. STANDARD WORKING

1. The standard working week is 37 hours. The working week of individual employees may vary from the standard of 37 hours provided that the individuals average over a pre-determined reference period does not exceed that standard working week over the same period.
2. The period for averaging working hours is determined by the Working Time Regulations as detailed in the Policy and Collective Agreement published in October 2002.
3. Employees who are required to work non-standard patterns of work shall be compensated in accordance with the provisions set out in section 7 of this agreement.
4. Variations to the established working week or patterns of work , including options for a 9 day fortnight or 4.5 day week (provided service requirements are met) may be considered and negotiated as part of a service level agreement

B. PAY DEFINITIONS

1. Employees basic pay is the spinal column point reached on progression (or assimilation) and is the basis from which calculations on allowances will be made.
2. The annual salary or normal pay is the basic pay plus any fixed allowances, these are shift allowances and Saturday/ Sunday working.
3. Normal pay is paid for periods of approved absence for example, sickness, holiday, all forms of approved paid leave of absence, maternity leave and redundancy payments.
4. Excluded from the calculation for normal pay are casual additional hours, overtime payments and irregular variable allowances such as on-call, standby and sleeping-in, as these are only paid when worked.
5. All payments made within the definition of normal pay are pensionable as are some variable allowances.

7. NON-STANDARD WORKING

1. Non-Standard Working

1.1 Employees, who are required to work

- €# (a) beyond the full-time equivalent working for the week in question or
- €# (b) on Saturday or Sunday or
- €# (c) at night or on other shifts
- €# (d) sleeping-in or
- €# (e) standby or call-out or
- €# (f) Public Holidays or
- €# (g) Lettings Arrangements

are entitled to compensation as set out below.

1.2 In determining working arrangements to suit the needs of the services, managers will take into account the circumstances of individuals and groups of individuals. Working time arrangements should avoid where possible (a) short notice changes to expected patterns of work (b) excessive hours in any particular week and (c) unnecessarily long hours over which the weekly hours are arranged.

(a) Overtime or Additional Hours

(i) For work over a 37 hour week employees on or below SCP 29 are entitled to receive

Monday to Saturday – time and half

Sunday and Public Holidays (extra statutory days) – double time

(ii) For non-standard workers overtime allowances are payable only for work over the averaged 37 hour week.

(iii) Part-time employees are entitled to these enhancements only at times and in circumstances in which full time workers would qualify. Otherwise a part-time employee shall work a full working week before these enhancements apply.

(iv) The Local Agreement provides for the payment of overtime up to the overtime limits specified. Locally, and subject to mutual agreement, any over time worked by employees above or below that limit may be banked in accordance with time banking scheme arrangements to be taken as holiday as an alternative to payment.

(v) Overtime payments are in full settlement of the overtime worked and do not attract other forms of premium payments.

(vi) In exceptional and planned periods of excessive work Chief Officers may authorise payments for additional hours to be made at plain time rates to employees above SCP 29.

(b) Saturday and Sunday Working

(i) With the exception of employees in receipt of a shift allowance, work on Saturday and/or Sunday as part of the normal working week will be part of a wrap around grade which pays between 1 and 4 additional increments for varying levels of rota.

Payments will be determined by the total number of Saturday and Sundays worked thus:-

- £# Total of 45 – 53 Saturdays and/or Sundays per annum = 4 increments (representing a 1 in 2 weekend arrangement)
- £# Between 34 – 44 Saturdays and /or Sundays per annum = 3 increments
- £# Between 23 – 33 Saturdays and/or Sundays per annum = 2 increments
- £# Between 10 - 22 Saturdays and/or Sundays per annum = 1 increment
- £# Less than 10 Saturdays and/or Sunday – no premium payment (unless overtime applies)

(ii) These payments are calculated on the basic salary and are part of the normal weeks pay as defined in 6.B.2 above. Overtime hours at plain time or premium rates do not attract any form of shift payment.

(c) Shift Working

(i) Patterns of work falling into the definitions below attract premium shift payments at various levels. Shift payments are calculated on the basic salary and are part of the normal weeks pay as defined in 6.B.2 above

(ii) A shift worker is an employee who works in the same job over a regular rostered pattern of work, within the following definitions. To attract the shift payment the employee must be rostered into all of the shift sessions over the period of the roster. Overtime hours at plain time or premium rates do not attract any form of shift payment.

Night Rate

The night rate of (33.3%) applies to employees who work at nights as part of their normal working week. Night work must include the hours 12 midnight to 5,00 am - the core night. If the night shift exceeds the 8 hours the one-third rate is paid to all of the hours on the shift, whatever the start and finish of the shift. The unpaid break must be taken if the shift exceeds 6 hours and must be taken during the shift, not at either end.

Night rate is paid for casual or temporary cover in the defined night shift.

Shift level One (Rotating)

Hours are worked over the full 24 hours in shifts of five or less in seven days, or averaging shifts of five or less in seven over a reference period not exceeding one year.

The shift premium is 20% on the basic salary.

Shift Level Two (Alternating)

Hours are worked within 19, and more than 15, hours per day (excluding the core night) in shifts of five or less in seven days, or averaging five or less in seven over a rostered reference period not exceeding one year.

The shift premium is 14% on the basic salary.

Shift Level Three

Hours are worked within 15 and more than 11 hours per day (excluding the core night) in shifts of five or less in seven days, or averaging five or less in seven over a rostered reference period not exceeding one year.

The shift premium is 10% on the basic salary,

Split Shifts

Employees whose shift working pattern predominantly features a return to work after a break of four hours or more between morning and evening shifts. Other split shift arrangements may also be eligible. The split shift premium is 1.5% on the basic salary.

(d) Employees required to sleep on the premises shall receive an allowance as determined annually by the NJC for Local Government Services. This allowance covers the requirement to sleep in and up to 30 minutes call out per night, after which the provisions in respect of overtime will apply.

(e) **Standby And Call Out**

(i) Standby:

A payment of £25 per session (night) will be made to employees who are on rostered standby duty to provide services out of hours;

Or to

Employees who are on rostered standby duty to provide telephone support, advice and guidance out of hours, where appropriate in liaison with other agencies and services and must: remain available at all times during the standby period the standby payment covers calls amounting to less than 1 hour.

All stand by employees must be

☞ be directly contactable;

☞ remain fit and capable to return to work to undertake duties required;

☞ be immediately available to return to work;

☞ be able to arrive at work within 30 minutes of being notified.

(ii) For standby on a public holiday a day in lieu will be allowed. Overnight standby will be the period from the end of the normal working day to the commencement of the next working day. For standby periods over weekends and public holidays standby period will constitute 12 hours per standby session. Two payments are made for a full 24-hour session.

(iii) Employees who are key holders or who are asked to respond to calls only if available to do so, are not entitled to a standby payment but will be eligible for call-out payments.

(iv) Call-out

☞ Call-out payment will be made employees who are required to return to work as a consequence of being on a standby duty roster or

☞ called-out on an ad hoc basis because they are available or

€# employees on rostered standby duty or contacted because they are available who are required to provide telephone support, advice and guidance out of hours and who do so for response times in excess of one hour.

(v) A minimum payment of two hours at plain time rate will be made for the first call-out. Travel time payment of up to 30 minutes for each call out will be paid. Travel time will be accumulated and paid to the nearest quarter hour (rounding up/down rules). Employees living on site or adjacent to site will not be paid travel time.

(vi) Payments of time and one half will be made for:-

For work after the first two hours of call out;
For second and subsequent call outs;
For standby telephone responses exceeding one hour.

Payment will be based on an employee's basic hourly rate. These rates apply to both part time and full time employees.

(vii) Where the call out occurs two hours or less before the normal starting time the employee will be paid at time and one half to complete the call-out work and, if they remain at the work place, thereafter at plain time until the commencement of the normal shift.

(viii) Where the time spent at work breaches the statutory unpaid rest period entitlements defined in the Working Time Regulations, the line manager will provide compensatory, unpaid time off.

(f) Employees required to work on Public Holidays (Council Closure Days) shall in addition to the normal pay for that day be paid at plain time rates for all hours worked within their normal working hours for that day. Work on the 25th December will be paid at double time in addition to normal pay for that day (triple). In addition, at a later date, time off with pay shall allowed as follows:

Time worked less than half the normal working hours on that day - Half Day

Time worked more than half the normal working hours on that day - Full Day

(g) An agreement on lettings must be reached with the Education Service.

8. CHANGING WORKING HOURS

1. New working patterns and arrangements must be agreed with employees and their union representatives at a directorate or service level.
No payment arrangements outside of this agreement can be agreed at a directorate or service level.
2. Achieving change through mutual consent, consultation and collective agreement will maintain morale and gain commitment for the service improvement.
3. The Council uses collective bargaining to achieve change through well-established and effective industrial relations so that there are;
 - €# Joint approaches to solving business and personal problems.
 - €# Implementing change through involvement of employees
 - €# Emphasizing shared values and shared learning opportunities
 - €# Using flexible working arrangements that meet employer and employee needs
 - €# Recognising and understanding the rights and responsibilities of both managers and employees
 - €# Using external help with developments and ideas
 - €# Offering protections and transitional arrangements to existing employees
 - €# Enabling growth and development through new ways of working
 - €# Empowering self-determination for team rosters.

9. ACTING UP ARRANGEMENTS

- 1 The new grading structure will recognise the development of employees through progression within the band. Part of that development will be acting up to cover the absence of managers and supervisors for periods of holiday or sickness of up to 1 calendar month.
2. If acting up extends beyond one month then employees will be paid the difference between their own rate and the job-evaluated rate for the job being covered, backdated to the beginning of the period of cover. If across grades, a minimum of one spinal column point higher will be paid. A percentage of the difference in rate may be made to reflect a lesser range of responsibilities being covered. Percentage acting up allowances may be paid to more than 1 member of a team if responsibilities are being shared,
- 3 Acting up allowances will generally be paid for temporary and unforeseen absences (as defined in 2 above). Where an absence is likely to be lengthy, e.g. maternity leave, managers must consider making an appointment to the temporary vacancy through advertisement to a wider field of potential applicants.

10. EXCESS TRAVEL

1. Employees on or below SCP 35 incurring additional travel costs as a result of their re-location to a new place of work will be re-imbursed that expense for a period of four years. The reimbursement will be the excess cost between travel to their old place of work and travel to their new place of work up to the value of a monthly bus pass. Employees required to use their car for work can be paid the excess mileage on the mileage scheme.

11. PUBLIC AND ANNUAL HOLIDAYS

This element will apply from 1st April 2005

1. Public Holidays (Council closure days)

Good Friday	1	
Easter Monday	1	
May Day Monday	1	
Spring Bank Holiday Monday	1	
August bank Holiday Monday	1	
Christmas Day	1	
Boxing day	1	
New Years Day	1	Total 8

2. Christmas closures, drawn from the annual holiday entitlement, may be negotiated at directorate or service level for those services where customers are unlikely to require a service over the Christmas/New Year period.

3. Employees from all faiths are entitled to a 'celebration' or 'faith' day drawn from their Annual Holiday to join in their own religious or cultural celebrations.

4. Annual Leave entitlement for employees from 1 April 2005

All Spinal column Points	
Annual Leave	27
Bank Holidays	8
TOTAL	35
5 years +	
Annual Leave	32
Bank Holidays	8
TOTAL	40

⚡ Employees who are currently in receipt of 24 days holiday (under 5 years) and who accept the new closure days will be protected at 36 days (28 + 8) until 5 years service is achieved.

⚡ Term time only rates will be adjusted to take account of the additional holidays

€# Existing employees may retain their existing holiday arrangements (i.e. no entitlement to additional days) and continue to take the former closure days as holiday. If this is the option chosen then the only change will be that the employee cannot work *Good Friday in the closed services.

Spinal column Point	à Scp 11	Scp 12-21	Scp 22-28	Scp29+
Annual Leave	20	21	22	24
Bank Holidays	12*	12*	12*	12*
TOTAL	32	33	34	36
5 years +				
Annual Leave	25	25	25	25
Bank Holidays	12*	12*	12*	12*
TOTAL	37	37	37	37
10 years +				
Annual Leave	25	25	25	27
Bank Holidays	12*	12*	12*	12*
TOTAL	37	37	37	39

5. Employees leave year would be from the anniversary of starting thus allowing entitlement to the 32 days to start earlier in most cases and relieving the pressure on traditional leave year end dates. For existing staff there would be a transitional year to enable this to be brought into place.
6. Annual leave untaken, which is in excess of the statutory 20 days, cannot be carried over or paid unless the organisation has prevented leave from being taken. In this case up to 5 days may be carried over to be taken in the first quarter of the next leave year. As part of health and safety requirements and to ensure employees get proper breaks Managers must ensure that annual leave is regularly monitored.

12. PENSIONS and RETIREMENT

1. If pensionable earnings are reduced as a result of this agreement employees will be issued with a 'Certificate of Reduction Earnings' as part of the Local Government Pension Scheme (LGPS). This certificate enables an employee who is due to retire to choose the best earnings year out of the previous five years. Alternatively, the average of the best three consecutive years in the final thirteen years of service may be chosen.
2. The chosen year is then updated for annual inflation and forms the basis of the pension calculation.
3. For this agreement the Council intends to change its current pension policy from an 'opt in' arrangement for new starters to an 'opt out' arrangement from January 2005. This will encourage more part time and young employees to join the LGPS.
4. The council also intends to mount a campaign to encourage more of existing employees, particularly part time women, to join the pension scheme.

NB point one is subject to the rules of the LGPS not the Council

13. FLEXIBLE WORKING ARRANGEMENTS

1 Aim

- 1.1 This flexible working policy is the result of partnership working between Management, the Trade Unions and Elected Members working jointly to provide a framework for flexible working throughout the Council to the mutual benefit of employees, service users and the local community.
- 1.2 The cornerstones of this policy are:
 - €# Partnership working with trades unions and managers.
 - €# Accessibility by all employees within service requirements
 - €# Continue to mainstream equalities in line with the Equalities standards.
 - €# Following guidance in section 8 of this agreement
 - €# Regular review of the schemes to respond to national and local changes

2 Scope

- 2.1 This policy applies to all Coventry City Council employees within the scope of this agreement.
- 2.2 To make a request for flexible working an employee must have worked for the Council continuously for 26 weeks at the time of application.
- 2.3 Applications for flexible working should not be dependent on criteria such as age or caring responsibilities.

3. Principles

- 3.1 This policy will be used to support the Council in securing continuous improvement in service delivery, with a view to reaching the standard of service provision prescribed in the best value legislation.
- 3.2 The Employment Act 2002 provides the statutory right for qualifying employees to request flexible working to care for a child. Employers retain the right to refuse on business grounds. Qualifying employees are those with parental responsibility for children under six years of age or Disabled children under 18. This can be:
 - €# A mother, father, adopter, guardian or foster parent,
 - €# or married to such a person or living with the child
 - €# or Partner of such a person and has or expects to have responsibility for the child's upbringing.

- 3.3 Any flexible working arrangements agreed between a manager, the relevant TU and individual employees will normally constitute a permanent change to the employee's substantive terms and conditions of employment with no contractual right to revert back to former work patterns if childcare/personal circumstances change. A mutual agreement to revert back may be reached before or after the change.
- 3.4 Flexible working arrangements agreed with groups of employees may be implemented on a trial basis with appropriate reviews taking place in consultation with employees and trade union representatives.
- 3.5 Employees should be aware that arrangements reducing their normal contractual working week will affect their Local Government Pension entitlement.
- 3.6 Any flexible working arrangement must be fair and equitable to all employees within the relevant workgroup. Whilst no employee has an automatic entitlement to flexible working arrangements, the policy sets an open and transparent framework for introducing flexible working arrangements on an agreed basis.

4. **Main Arrangements**

- 4.1 **Flexi-time** - Averaging working hours over 4 weeks. Working up to an extended 11 hour day between 7.30 am and 6.30 pm with a core time of 10.00 am to 12 noon and 2.00 pm to 3.30. There is the ability to debit and credit hours within certain limits. The flexi time bandwidths can be adjusted at service level to meet the needs of the service.
- 4.2 **Term time Working** - Term-time working enables employees to work during school term-time only. The annual salary is a percentage of the full time salary as holiday entitlement is pro rata to the shorter worked year and paid in 12 monthly salary payments. Annual leave periods are based around school closure and leave may not normally be taken during term time.
- 4.3 **Annualised Hours** - Where an employee's hours are defined on an annual or seasonal basis, and there may be significant variations in weekly/monthly/quarterly hours and where flexibility is required. Annualised hours are normally applied to a whole work group and may be introduced initially on a temporary trial basis for a group of employees.
- 4.4. **'V-time' (Voluntarily Reduced Hours) working** -Where it is agreed that the employee works reduced or variable hours on a defined short term temporary basis (note – reductions in working hours affect pension entitlements).

- 4.5 **Team/Self determined rota's** – Outside of a formal shift arrangement teams and individuals can propose the patterns they want to work, within agreed service parameters. Employees may also 'swap' shifts as long as service needs are covered.
- 4.6 **Working Compressed Weeks/fortnights** - The same weekly basic hours are worked over, for example, four or four and a half days, or nine days out of ten in a fortnight. The effect of working compressed weeks/fortnights is to increase the length of days to extend services to customers and enabling employees the opportunity for a long weekend every fortnight (e.g Mondays or Fridays off).
- 4.7 **Banked Hours Scheme** - The employee works additional hours when the service demands/allows it with agreement from the manager and the additional hours are recorded and 'banked' up to a maximum of 5 days per year. The 'banked' hours are then used to take additional leave at a time agreed with management. TOIL hours can be formally banked thus extending the carry over of TOIL.
- 4.8 **Home working/hot desking** - Where an employee works some of their hours at home, or operates on a mobile basis, where it is not necessary for them to have a permanent office base, and where shared desks/accommodation is appropriate. Home working/hot desking may be introduced on a trial basis initially for groups of employees or for individual employees.
- 4.9 **Alternative locations** - Employees with children under the age of six or with disabled children under the age of eighteen have the statutory right to request to change the place they work including home working
- 4.10 **Job Share** - Where two employees share a full time post, typically working half the week each, but other proportional arrangements may apply up to the maximum hours of a full-time post.
- 4.11 **Career breaks** - Employees may wish to take a career break for up to a maximum of 6 years from the date the employee joined the scheme. This can be for various reasons including care of dependants, study, or voluntary service overseas. This scheme provides for an employee who has taken a career break to return to suitable employment with Coventry City Council without the need to apply in competition. During the period of the career break the employee will not have a contract of employment except during periods of training/work experience.
- 4.12 **Flexible Retirement** - All employees have the opportunity to benefit from a flexible retirement period from 60 to 75 years old. They can also take advantage of flexible working arrangements in the run up to retirement enabling a more gradual transition from working to retirement.
- 4.13 **Approved absence schemes** – There are a range of schemes available to employees to take approved absence from work these include;-

- ☒ parental leave
- ☒ paternity/maternity leave
- ☒ adoption leave
- ☒ leave for special purposes (e.g. territorial army)
- ☒ Compassionate leave of up to two weeks
- ☒ Study leave
- ☒ Extended leave scheme

APPENDIX 1
Policies and Procedures Which Provide Details of Schemes mentioned within the Single Status Agreement OR Schemes Unchanged by the Single Status Agreement

All of the attached are available in the City Council intranet or Human Resources Sections

<u>Employee Relations</u>	<u>Fees, Expenses and Liabilities</u>	<u>Health, Safety and Welfare</u>
<p>Capability Procedure Complaints against employees Disciplinary Procedure Disputes Procedure Grievance Procedure Managing grievances Whistleblowing</p> <p><u>Leave Schemes</u></p> <p>Annual Leave (as amended) Adoption Leave Banked hours scheme (as amended) Career break scheme Compassionate leave Extended leave scheme Maternity Leave Maternity support leave Parental leave Paternity leave Special purposes leave</p>	<p>Assisted Car Purchase Scheme Claims for Loss and Damage Payment of Subscriptions Professional liabilities of employees Retention of fees Travel and Reimbursement</p> <p><u>Pay and Benefits</u></p> <p>Injury allowance Long service gifts Single Status Agreement</p>	<p>Corporate Health and Safety Indemnification of employees Occupational Health and Counselling Promoting Health at work No Smoking Policy Sickness absence</p> <p><u>Recruitment and Selection</u></p> <p>Recruitment of Agency Workers Asylum and Immigration Disclosure of criminal records Recruitment and selection complaints Rehabilitation of offenders</p>

<p><u>Terms and Conditions</u></p> <p>Code of Conduct for Employees Contracts of employees Flexitime scheme (as amended) Job Descriptions Job Share Scheme Office Hours Overtime working (as amended) Periods of notice Probation service Retirement age Security of Employment Termination of employment Time Records Private use of telephone facilities Working Time Policy and Collective Agreement</p>	<p><u>Training and Development</u></p> <p>Corporate Appraisal Scheme Corporate Training Programme Training and Development Strategy Grading structures (as amended) Shift Allowances (as amended) Weekend Allowances (as amended) Standby and Call out (as amended)</p>	
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APPENDIX 2

Total Payment [£]

Uplift band £	Service (Years).							Total
	Less than 1	1	2	3	4	5	More than 5	
0 to 499	7,420	23,850	35,100	24,250	27,160	25,940	233,050	376,770
500 to 999	6,360	10,300	13,810	9,090	8,170	15,910	175,100	238,740
1,000 to 1,999	6,960	17,980	35,260	29,900	24,480	51,900	664,580	831,060
2,000 to 2,999	3,870	10,320	16,900	15,570	21,600	23,310	226,500	318,070
3,000 to 3,999	580	11,500	13,840	16,100	14,400	10,380	173,290	240,090
4,000 to 4,999	2,160	7,200	8,640	5,760	3,600	8,640	151,200	187,200
5,000 to 5,999	2,580	3,460	7,770	13,840	8,640	5,180	217,800	259,270
6,000 to 6,999	1,010	8,080	6,040	0	0	0	127,080	142,210
7,000 to 7,999	2,300	0	10,380	9,220	17,280	6,910	46,680	92,770
8,000 to 8,999	0	0	0	0	0	0	36,280	36,280
9,000 to 9,999	1,440	0	4,320	0	0	0	0	5,760
10,000 to 10,999	0	0	0	0	0	0	11,090	11,090
11,000 and above	0	0	0	0	0	0	12,100	12,100
TOTAL								2,751,410

Payment matrix [£]

Uplift band £	Service (Years).						
	Less than 1	1	2	3	4	5	More than 5
0 to 499	50	100	150	200	250	300	350
500 to 999	100	200	300	400	500	600	700
1,000 to 1,999	290	580	860	1150	1440	1730	2020
2,000 to 2,999	430	860	1300	1730	2160	2590	3020
3,000 to 3,999	580	1150	1730	2300	2880	3460	4030
4,000 to 4,999	720	1440	2160	2880	3600	4320	5040
5,000 to 5,999	860	1730	2590	3460	4320	5180	6050
6,000 to 6,999	1010	2020	3020	4030	5040	6050	7060
7,000 to 7,999	1150	2300	3460	4610	5760	6910	7780
8,000 to 8,999	1300	2590	3890	5180	6480	7780	9070
9,000 to 9,999	1440	2880	4320	5760	7200	8640	10080
10,000 to 10,999	1580	3170	4750	6340	7920	9500	11090
11,000 and above	1730	3460	5180	6910	8640	10370	12100

No. of Employees

Uplift band £	Service (Years).							Total
	Less than 1	1	2	3	4	5	More than 5	
0 to 499	148	238	234	121	109	86	666	1603
500 to 999	64	52	46	23	16	27	250	477
1,000 to 1,999	24	31	41	26	17	30	329	498
2,000 to 2,999	9	12	13	9	10	9	75	137
3,000 to 3,999	1	10	8	7	5	3	43	77
4,000 to 4,999	3	5	4	2	1	2	30	47
5,000 to 5,999	3	2	3	4	2	1	36	51
6,000 to 6,999	1	4	2				18	25
7,000 to 7,999	2		3	2	3	1	6	17
8,000 to 8,999							4	4
9,000 to 9,999	1		1					2
10,000 to 10,999							1	1
11,000 and above							1	1
TOTAL								2940

Bonus Payments**APPENDIX 3**

All bonus payments come within the protection rules excepting payments made on casual overtime in dicated by (N)

Payroll Code	Description
M240	Grounds Permanent Bonus
M241	Treemen Permanent Bonus
M246	HLS Bonus
M295	Street Cleaning Driver Bonus
M318	Street Cleaning Fixed Bonus
M325	Bonus
M326	Bonus
M339	Cov Award & Time Worked Bonus
M358	HLS Gritting Bonus
M366	Misc' Fixed Bonus
M371	Personal Permanent Bonus
M373	Public Lighting Bonus
M378	Fixed Bonus
M382	HRR Binman Driver Fixed Bonus
M383	Bulk Bins Fixed Bonus
M384	Bulk Bins driver Bonus
M385	Street Cleaning Fixed Bonus
M386	HRR Binmen Fixed Bonus
M390	General Service Fixed Bonus
M407	H&ES Permanent Incentive Bonus
M408	Grounds Bonus
M409	H&ES Bonus
M415	Social Services Drivers Bonus
M440	Permanent Bonus
M443	BS Cleaning Bonus
M540	Grounds Bonus on Overtime (N)
M546	HLS Bonus on Overtime (N)
M595	Street Cleaning Driver Bonus on Overtime (N)
M626	Bonus on Overtime (N)
M671	Personal Bonus on Overtime (N)
M678	Fixed Bonus on Overtime (N)
M685	Street Cleaning Bonus on Overtime (N)
M689	Garage Bonus on Overtime (N)
M690	General Service Bonus on Overtime (N)
M707	H&ES Incentive Bonus on Overtime (N)
M715	Social Services Drivers Bonus on Overtime (N)
M740	Bonus on Overtime (N)
M743	BS Cleaning Bonus on Overtime (N)

Shift Payments

Shift payments come within the protection rules excepting where paid on casual overtime indicated by (N)

Payroll Code	Description
M228	Unsocial Hours Market Attendant 4%
M230	Shift Allowance Personal %
M233	Shift Allowance 12.5%
M235	Shift Allowance 14%
M237	Emergency Duty Team Shift Allowance 15.0%
M238	Shift Allowance 20.0%
M243	SS Ambulance Driver Split Shift
M257	Shift Allowance 14%
M263	Unsocial Hours Personal %
M265	Shift Allowance 6.0%
M280	Shift Allowance 7.0%
M285	Shift Allowance 3.5%
M288	Shift Allowance 10.0%
M340	Nights Personal Allowance
M360	Split Shift Sessional rate
M363	Split Shift Permanent Payment
M365	Split Shift Permanent Payment
M379	Alternating Shift
M380	Alternating Shift
M391	Unsocial Hours 20% Rate
M396	Unsocial Hours Personal %
M398	Unsocial Hours 20%
M457	Shift Allowance 12.5% rate
M543	SS Ambulance Driver Split Shift Overtime Rate (N)
M552	Overtime at time plus 20% unsocial (N)
M679	Alternating Shift Overtime rate (N)
M691	Unsocial Hours Overtime Rate 20% (N)
M698	Unsocial Hours Overtime Rate 20% (N)
MO12	Overtime at time plus 20% unsocial (N)

Enhancements

Weekend payments come within the protection rules.

Payroll Code	Description
M226	Personal Enhancements
M236	Weekend Enhancement Saturday Hours
M250	Weekend Enhancement 9.5%
M252	Weekend Enhancement 5.0%
M254	Weekend Enhancement 7.5%
M255	Weekend Enhancement 10.0%
M266	Weekend Enhancement 12.97%
M310	Weekend Enhancement Personal %
M335	H&ES Weekend Enhancement 17.5%
M353	ES Security Enhancement 14.86%
M354	ES Security Enhancement 19.59%
M445	Monitoring Assistants Enhancement
M456	Weekend Enhancement Sunday Hours

Foreman / Chargehand Payments

Foreman/ chargehand payments come within the protection rules.

Payroll Code	Description
M315	Chargehand 2 Hourly Rate
M316	Chargehand 3 Hourly Rate
M317	Chargehand 1 Hourly Rate
M346	HLS Grounds Trade Foreman
M421	Chargehand 1 Permanent Payment
M422	Chargehand 2 Permanent Payment
M423	Chargehand 3 Permanent Payment
M424	Chargehand 4 Permanent Payment

Qualification Payments

Qualification payments come within the protection rules

Payroll Code	Description
M218	Lab' Technician
M219	Lab' Technician
M220	Lab' Technician
M261	Residential Care
M300	Quals – Term Time Only Rate
M341	Nursery Nurse
M369	Lab' Technician

Standby / On-call Payments

Standby payments are replaced by a single payment for all standby purposes

Payroll Code	Description
M239	Special Fostering On-call
M267	SDO Gritting Standby
M273	M/E Standby @ 1.5
M274	M/E Standby @ 2.0
M283	Frost gritting
M284	EWS Standby
M297	SS & Housing Standby
M413	SS Senior Staff On-call
M448	Bailiff Monday – Thursday On-call
M449	Bailiff Friday On-call
M450	Bailiff Saturday On-call
M458	HLS Garage Gritting Standby
M469	Bereavement Services Standby
M482	CDD – Emergency Phone Holder
M597	SS & Housing Standby
M656	HLS Gritting Standby

Call-out Payments

Call out payments are replaced by a standard payment level based on overtime rates

Payroll Code	Description
M251	Treemen Call-out
M282	Winter Gritting Call-out
M586	M&E Call-out @ 1.0
M587	M&E Call-out @ 1.5
M589	M&E Call-out @ 2.0
M620	Disturbance Payment
M657	HLS Gritting Call-out
M662	Garage gritting Call-out

Acting Up / Additional Hours at "Other" Rates

Acting up payments are replaced by new honorarium rules

Payroll Code	Description
M303	Grade 1 Basic Hours
M304	Grade 2 Basic Hours
M305	Grade 3 Basic Hours
M308	Grade 4 Basic Hours
M309	Grade 5 Basic Hours
M311	Grade 6 Basic Hours
M603	Grade 1 Overtime Hours
M604	Grade 2 Overtime Hours
M605	Grade 3 Overtime Hours
M608	Grade 4 Overtime Hours
M609	Grade 5 Overtime Hours
M611	Grade 6 Overtime Hours

Miscellaneous Payments

Payments included in protection excepting where overtime indicated (N)

Payroll Code	Description
M210	Education "MW" Coventry Award
M234	Cash
M307	Retainer 10.0%
M327	Education Officer Coventry Award
M330	Dirt Money
M370	Market Related Supplement
M452	Special Educational Needs Payment
M472	Sewer Work Hourly Rate
M473	Sewer Work Permanent Payment
M581	Overtime Paid at Top of Scale 6 (N)
M773	Sewer Work Overtime Rate (N)



SINGLE STATUS – AMENDED PROPOSALS (as at January 2005)

Trade Unions are asked to put these proposals to their membership.

The final proposals for single status are those advised in the package in September 2004 with the following amendments and additions.

1. The payment of the 2005 2.95% pay award to all employees, including those whose earnings will be protected. They will be protected at the higher rate for 5 years from the date of implementation with a review in year 4 – 2009. The new pay levels are shown on the attached chart.
2. Those employees who were expecting an increment under the old grading structure in April 2005 will receive it.
3. The investment of a further £1.1 in the pay bill with the following effect (as at October 2004 payroll):

	Sep 04	Oct 04	Jan 05
Gainers	3597	3659	3528
Assimilated	4329	5175	5375
Protected	2091	1490	1637

4. The increase of the compensation payment to those losing £200 or less as follows: - From £1 to £100 = £100) Previously £100
From £101 to £200 = £200)
5. The review of the Job Evaluation Scheme by independent consultant(s) to be completed by as soon as possible
6. A small change to allowances to enable those working shifts, which finish after midnight to be paid night rate on all hours within the shift (time and third).
7. The introduction of the weekend increments for employees working weekends only.



Coventry City Council

Appendix 3

FINAL PROPOSAL

SINGLE STATUS - PROTECTION AGREEMENT

Scope

This agreement is between Coventry City Council and the three signatory Trade Unions UNISON, TGWU, APEX(GMB).

The agreement will apply only to employees covered by the National Joint Council for Local Government Services (green book) who are affected by the changes to pay and conditions resulting from the Single Status agreement.

Principles

The application of the agreement is subject to agreement being reached on those aspects of the Single Status conditions, included in the attached schedule, which require the formal agreement of the signatory Trade Unions.

The Council and the three signatory Trade Unions will ensure that the earnings level of those adversely affected by new pay and grading structures is maintained over a five-year implementation period.

Definitions

For the purpose of this agreement, the earnings level to be protected is that which applies immediately prior to the implementation date, and includes all basic and contractual allowances but excludes any casual earnings.

From that implementation date further pay awards, increments or allowance changes will not be applied until the new earnings catch up with the protected earnings level for that job or for a period of not less than five years.

Protected earnings remaining after five years will be subject to a joint review in year four of the five-year period, with a view to reaching agreement.

The Council will seek to reach agreement with the signatory Trade Unions to determine the implementation date for the new pay and grading structure. It will not, as a matter of principle, involve any backdating. Both sides would expect any pre Single Status grading appeals to be concluded prior to the implementation date. A minimum of three months notice of the implementation date will be provided.

In order to maintain continuity of jobs and services, and to allow for five years protection for those adversely affected by the implementation of the Single Status Agreement, both management and the signatory Trade Unions will seek to resolve these issues by funding the gainers increases over a period of time. This will be agreed once costs are known.

Details of the costs each year will not be known until the pay and grading structure is finally determined. As evidence of the Councils' commitment, the Council will identify £500,000 in the 2001 PPR to be available for the Single Status Agreement in the 2002/3 financial year.

This was attached to the Protection Agreement

Agreements to be reached as part of the Single Status Protection Agreement

1. Appeals procedure for Job Evaluation
2. Definition of normal pay
3. Pro rata arrangements for part time nursery staffs (as part of pay and grading structure)
4. Relocation (excess travel) expenses.
5. Temporary additional duties – honoraria
6. Equality and Flexibility Principles
7. Training and development Strategy
8. Saturday and Sunday working and inclusive grades
9. Non standard working patterns – part 3

It was also noted that a joint review of the bonus schemes had been undertaken in accordance with the national advice. The outcomes from this review are accepted. The issues of bonus schemes are to be addressed within the pay and grading structure except that any detriment in pay to employees on bonus schemes falls within the remit of this protection agreement.

Appendix 4

Chief Executive's Office

Stella Manzie OBE
Chief Executive
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Earl Street
Coventry
CV1 5RR

Trade Union Representatives

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stella.manzie@coventry.gov.uk

6 January 2005

Dear Colleague

Single Status Management Proposal January 2005

I am writing following our meeting of 23 December when on behalf of the Management side I set out our current position in relation to Single Status and our amended proposals that we would like to take forward with Trade Unions.

As we are all aware, trade union colleagues ran a ballot of their members in October on the package outlined below. This package was agreed by recognised trade unions to be the best that could be negotiated. It included:

- A new pay and grading structure negotiated with trade unions and based on a management proposal enhanced by trade unions
- Five year protection agreement already collectively agreed (ensuring that the majority of employees who suffer salary loss as a consequence of the Single Status agreement will have their salary frozen until the new salaries catch up with their current level; for the now smaller number of employees (466) whose salary will not catch up in that time, the protection position and numbers of employees involved will be reviewed four years into the agreement)
- For those people on protection, support will be offered to retrain and acquire new skills where appropriate, and prior consideration will be given for redeployment opportunities
- Estimated numbers of those gaining salary 3597, those being assimilated on the same salary level 4329 and those being frozen at their current salary level (losers) 2091
- A set of pay and conditions offering rationalised allowances and an increase in leave for almost every employee
- Investment of £5.5 m ongoing into the pay bill in addition to the one off costs of implementing package

- Cash compensation payment to those losing £200 or less
- A back pay compensation scheme for those gaining a salary increase.

As we are all aware there was a clear rejection of that package by the majority of trade union members who voted in October.

Since that time management and trade unions have jointly worked on

- resolving genuine anomalies which had emerged in the job evaluation system
- agreeing changes to job evaluation help text and local conventions
- nominated appeals panels and commenced training
- terms of reference for an independent review of the job evaluation process, run jointly by the council and trade unions.

Perhaps most importantly however, since October we have shared with you that:

- Actual application of the pay and grading scheme part of the package on which consultation took place in October, has demonstrated that there are significantly fewer (601 less) employees who will lose out under the scheme. The majority of these will now be part of the group who will be assimilated onto a new grade and whose salary will continue to receive cost of living and incremental increases (Increase in assimilated members of staff from 4329 to 5175). There is also an increase of 62 in the number of gainers (now 3659 employees, formerly 3597). This increases the original cost of the package by a further £1.1 million, and this will increase further with the inclusion of anomalies and successful appeals
- We are proposing that the package proposed in October can now be applied from April 2005 meaning that all employees will receive the 2005 2.95% pay award before being assimilated, protected (salary frozen) or receiving a salary increase
- We propose that all employees who were expecting an increment in April 2005 will receive it so again this will impact positively on the level at which they will be protected compared to what was being proposed in October
- We propose that there should be an increase in the proposed cash compensation payment to those losing £101 to £200, to £200 (those losing from £1 to £100 would still receive a payment of £100 as per the October package).
- We are proposing some changes in response to concerns about particular staff groups namely - a change in the allowances for staff in Kilo 2 leading to their highest loss becoming just over £8000 instead of just over £10,000 (we recognise that this is still a significant sum), and that employees working weekends only should receive a revised weekend allowance. This particularly affects part-time library staff.

We have pointed out to you that the changes to the October 2004 position, with the increase in those being assimilated onto the new grade and grading structure, plus the other points set out above, add to the paybill, as detailed in the table below:

Ongoing Costs	October Package - £ million	Changes £ million	Cost April 2005 Implementation £ million
Pay	5.5	1.1	6.6
Holidays	0.4		0.4
Change to allowances		0.02	0.02
Total	5.9	1.12	7.02
One off costs			
Compensation payment	2.75	0.05	2.80
Buy out payment	0.12	(0.01)	0.11
Early implementation			
04/05	0.4	(0.4)	0
05/06	0.6	0.6	1.2
Carry forward from 04/05		(0.3)	(0.3)
Total	3.87	(0.06)	3.81
Total Cost	9.77	1.06	10.83

The overall costs have increased, however there are £60,000 less one-off costs because we didn't implement in January 2005 as planned. These costs do not take account of recent decisions over anomalies or the effect of successful appeals which would increase the costs yet further.

As you know the Council is very concerned to meet the terms of the agreement made nationally by local government employers and trade unions in 1997, to achieve equal pay for work of equal value in our workforce. As you know trade unions have been very anxious to see this implemented, but here have been no extra funds allocated by the government to cover the additional costs. To achieve this important goal the Council is prepared to bear this cost, despite the difficult budget position which faces us, which will undoubtedly result in losses of jobs in some parts of the council and a council tax increase.

In the light of the changed position since October I am formally asking you to use whatever procedures apply in your union to re-ballot your membership, on a timescale which enables the Council to implement the package in April 2005. In relation to the independent review to which both management and trade union side have signed up, your latest proposal was that this review could only be completed by the end of February. I would hope that the review, which is a check on the way in which the whole process has been run, not an appeals process, can be completed sooner than the end of February and I am happy to give the commitment that management will respond to any reasonable finding of that review and deal with it in within the overall process. It will be perfectly possible to deal with any important finding in parallel with re-presenting the package described above to your membership and the rest of the workforce.

The management side have already indicated that

- We have a duty not to delay any further the payment of the appropriate salary increases to those intended to benefit through Single Status
- The Council has (with trade unions) expended many years of effort in providing the fairest package possible given the difficult context of delivering single status
- There are now considerably fewer employees losing out than was the case in October and we already have a collective agreement providing a very reasonable level of salary protection to those employees who are negatively affected.
- We are not willing to consider further adjustments to the pay and grading structure given the impact of the improvements in the position since October, ie increase in gainers and reduction in losers and resolution of anomalies etc.
- We consider the package on offer following the adjustments described above to be reasonable and are not prepared to increase costs further given the difficult balance between rewarding our vital workforce fairly and appropriately, meeting equal pay legislation and providing quality public services in the city at an acceptable cost to the Council Tax Payer.

I would ask you to give careful consideration to these points and take them back to your members again with a recommendation that this is the best position which can be negotiated. I would also ask that management and trade unions jointly work on a communication process explaining the changes which have taken place and making a commitment to factoring in any relevant findings from the review.

I look forward to receiving your response after you have met with your reference groups at the beginning of next week.

Yours sincerely



Stella Manzie
Chief Executive

Appendix 5

Ms. A. Lee
Employers Side Joint Secretary
West Midlands Provincial Council
c/o West Midlands LGA,
The Regional Partnership Centre,
Albert House,
Quay Place
Edward Street

18th January 2005

Stella Manzie, O.B.E.
Chief Executive
The Council House
High Street
Coventry
CV1
Coventry

Please contact Stella Manzie
Direct line 02476 831100
stella.manzie@coventry.gov.uk

Dear Ms Lee,

Single Status – Implementation of the National Agreement

You are aware that Coventry City Council has worked with the signatory trade unions for some years now to reach a local agreement on the implementation of Single Status.

The first attempt at developing single status proposals, involving a full-scale job evaluation exercise, was undertaken between July 1997 and March 2000. The workforce rejected the proposals in April 2000. In May 2000 the Council recognised as valid some of the concerns raised by the Unions, particularly the cost-neutral approach and the implications for protection. A formal decision not to impose implementation was made in August 2000, although there were pressing business reasons for implementation i.e. the significance of the potential equal pay claims. The Council did implement the 37-hour week, backdated to April 1999 in line with the national agreement at a cost of £0.9 million.

At that time the City Council undertook an equal pay review with the Trade Unions and identified those aspects of basic pay and allowances which were (a) an equality issue (b) a job evaluation issue. In this first attempt a complete joint review of bonus schemes was undertaken using the national guidance it was identified that all of the Councils bonus schemes failed to meet the equality principles.

The Council entered into a new negotiation phase with the Trade Unions from May 2000. Initially it was planned that the job evaluation results from the first exercise would stand, pending joint appeals panels. With the introduction of changes to the national scheme and the computerised version the Council finally agreed to embark on a new job evaluation process using the nationally gauge computerised format.

In November 2001, after a ballot of their membership, the Trade Unions signed a collective agreement on the protection arrangements to apply once the final agreement was implemented. A copy of this agreement is attached.

The benchmark phase of the job evaluation project commenced in September 2001, with the main phase commencing in April 2003, concluding in August 2004, except for the appeal phase.

In the spring of 2004, after considerable discussion, both sides saw the value of seeking a local collective agreement through a ballot, for reasons of TU democracy and to obtain employees views, which is why we did not pursue 12.2 of the National Implementation Agreement at this stage. This paragraph states: -

"Local Authorities should review their local grading structures, including whether or not to operate a system of pay scales as opposed to single pay points. In conducting such a review, representatives of the recognised trade unions should be fully involved. In conjunction with local grading reviews the authority and the unions shall agree the terms on which there should be protection against loss of remuneration. Once such a review has been completed, the local grades, using the national spinal column points, will supercede the existing national grading provisions and scales referred to in Appendix 1 to part 3"

Over this period a new pay and grading structure was developed using a jointly agreed NJC consultant and various changes to allowances were negotiated. The Trade Unions accepted the outcomes of the earlier review of bonus schemes since they had not changed, except to be increased in two instances. However, information on these schemes was re-visited as was the position on all allowances to arrive at a list of allowances to be deleted because of equality issues or job evaluation issues, these were formally notified in the proposal documents of September 2004, copies of which I attach.

Final negotiations were conducted throughout June to August 2004 with the trade unions securing a formula based back pay deal for their members and a change to the management grading structure proposals modelled by the Unions. Some benefits changed in relation to conditions e.g. increased holidays. These changes were secured on the basis that the proposals would be recommended by all of the Trade Unions as the best that could be negotiated.

The final proposals were presented to the workforce in September 2004, with individual trade union ballots being undertaken in October 2004. The workforce rejected the proposals.

From October to December we worked through a list of agreed employee and management concerns and finalised some documents and processes. We have kept up the pace during this period since it has been management's clear intention to reach a point where trade union members could again be balloted on the revised proposals, with a target implementation date of 1st April 2005.

The reasons for this are as follows: -

- The proposals represent a financial package which we can sustain in April 2005 against a backdrop of increasing financial difficulty in the Council
- Employees who gain a salary increase deserve to have the pay increases to which they are entitled.
- The process of single status is now proving to be a barrier to organisational progress on a range of service issues
- The Council and the Trade Unions have been working on single status since 1997 (eight years) and we need to bring it to a conclusion; it is not reasonable to continue. Employees need some certainty about their future pay and conditions.

One of the concerns raised was about the job evaluation process; therefore a joint independent review was agreed on. An NJC consultant was nominated, however the trade unions wanted a second alternative, of their choice, and they were unable to secure an alternative expert to undertake this review until the end of December 2004. Despite this delay the Council had no objection to funding another independent person to carry out the review, if that work could be completed by the end of January 05/beginning of February 05. If that review was unable to be completed within that timescale then management has given a commitment to implement any reasonable findings as part of the overall process.

We met again with the Trade Unions on December 23rd 2004 to make some proposals on minor changes to allowances and to feed back our view that we could not accommodate any further changes to the pay and grading structure as the number of protected employees had already reduced by 549, from 2091 to 1542, at a cost of a further £1.1 million. The Trade Unions indicated that they would not be able to comply with the 1st April 2005 timescale given they wished to wait the outcome of the review at the end of February 2005 (their proposed date). This date would mean that the Council could not achieve its target implementation date. They also believed they did not yet have a package which would meet their members requirements.

Management made very clear to the Unions that proceeding with implementation was important given the package, which had been achieved by negotiation and for the reasons stated above. The Council is facing significant budget problems for the medium term, which are likely to result in cuts to services and job losses even in the context of genuine efficiency savings.. The revised proposals represent an increase of £1 million over and above that offered in September 2004. Thus: -

Ongoing Costs	October Package - £ million	Changes £ million	Cost April 2005 Implementation £ million
Pay	5.5	1.1	6.6
Holidays	0.4		0.4
Change to allowances		0.02	0.02
Total	5.9	1.12	7.02
One off costs			
Compensation payment	2.75	0.05	2.80
Buy out payment	0.12	(0.01)	0.11
Early implementation			
04/05	0.4	(0.4)	0
05/06	0.6	0.6	1.2
Carry forward from 04/05		(0.3)	(0.3)
Total	3.87	(0.06)	3.81
Total Cost	9.77	1.06	10.83

The City Council has undertaken its own survey of Single Status packages and has not been able to identify one which covers the whole workforce any better than what Coventry has on offer.

18th January 2005

On the 6th January 2005 I met with the Unions and presented the full and final offer in the form of the attached letter. I asked the trade unions to consider putting these proposals to a ballot of their membership. At that meeting they indicated that they would be having stewards meeting on the 10th and 11th of January but would not be in a position to reply to my letter until the week commencing 17th January. I wrote to them to say they should reply by 14th January 2005. I informed all employees of the position and the final offer on Friday 7th January 2005.

On the 14th January 2005 at a meeting with the Unions I asked them, alongside their discussions on 10th and 11th January, to consider a joint referral to the Joint Secretaries. This was formally put to them in the attached letter inviting them to join with the Council in a joint reference to the West Midlands Provincial Council Joint Secretaries to seek a written response to following question: -

"Does paragraph 12.2 of the National Implementation Agreement allow the Council to implement, without a local collective agreement, its pay and grading proposals which were formulated following substantial consultation with the Trade Unions, given that a collective agreement has been reached on protection against loss of remuneration?"

I am sorry that Trade Unions colleagues have not been willing to join with us in such a referral. In the light of the history described in this letter and the stage of negotiation, which we have reached, the Council would like, independently, to seek the views of the Joint Secretaries on the question in relation to paragraph 12.2 of the National Implementation Agreement.

I would welcome an early response to this letter.

Yours sincerely



Stella Manzie
Chief Executive



**WEST MIDLANDS
PROVINCIAL
COUNCIL**

Appendix 6

26th January 2005

Ms. Stella Manzie O.B.E
Chief Executive
Coventry City Council
The Council House
High Street
Coventry CV1

Dear Ms. Manzie

Single Status – Implementation of the National Agreement

Thank you for your letter of 21st January (received on the 24th) regarding the above in which the authority seeks the views of the West Midlands Provincial Council Joint Secretaries on the following question:-

“Does paragraph 12.2 of the National Implementation Agreement allow the Council to implement, without a local collective agreement, its pay and grading proposals which were formulated following substantial consultation with the Trade Unions, given that a collective agreement has been reached on protection against loss of remuneration?”

For ease of reference paragraph 12.2 of the National Implementation Agreement 1997 is reproduced below:-

“Local authorities should review their local grading structures, including whether or not to operate a system of pay scales as opposed to single pay points. In conducting such a review, representatives of the recognised trade unions should be fully involved. In conjunction with local grading reviews the authority and the unions shall agree the terms on which there should be protection against loss of remuneration. Once such a review has been completed the local grades, using national spinal column points, will supersede the existing national grading provisions and scales referred to in Appendix 1 to Part 3.”

WE HAVE MOVED TO:

The Regional Partnership Centre

Albert House, Quey Place,

Edward Street, Birmingham B1 2RA

Tel: 0121 678 1010 Fax: 0121 678 1049

Email: info@wmlga.gov.uk

Web: www.wmlga.gov.uk

4th Floor, Lombard
Telephone: 1

gham B3 3LS
3.gov.uk

Document2

I note that your letter states that the trade unions declined an invitation from you to consider a joint referral to the Joint Secretaries. I have nevertheless approached the Provincial Council Trade Union Side Secretary, Anita Whittington of UNISON, to explore whether she would feel able to jointly respond with me to a unilateral reference from the employer, but she feels unable to do so. The views expressed in this letter are therefore my views as Employers Side Secretary only, which you have now verbally requested in the absence of a Joint Secretarial response.

There are three questions to be addressed in determining whether the authority is entitled under the terms of paragraph 12.2 to introduce the outcomes of the pay and grading review without a collective agreement:-

- a) Have the unions been fully involved in the review?
- b) Has agreement been reached on protection?
- c) Do all the changes proposed fall within the scope of a pay and grading review?

In relation to question (a) your letter sets out a history of consultation and negotiations with the trade unions stretching from 1997 to the present day, including two full job evaluation exercises, the second of which I understand was a completely joint exercise plus jointly agreed NJC Consultants developing a new pay and grading structure. Clearly, as this is a unilateral reference by the employer, I do not have the perspective of the trade unions on this history and can therefore only comment on the information provided by the employer. In my view the history described in your letter represents full involvement of the trade unions in the grading review and meets the requirements of paragraph 12.2 in this regard.

Turning to question (b), the November 2001 "Single Status – Protection Agreement" attached to your letter clearly represents a collective agreement with the trade unions on "the terms on which there should be protection against loss of remuneration" and therefore meets the requirements of paragraph 12.2.

Finally, in relation to question (c), it is my understanding that the package currently on offer to the trade unions is as represented in the "proposal documents of September 2004" attached to your letter, subject to changes which increase the value of the package. I do not intend to comment on the detailed substance of the package as this does not fall within the terms of reference of the referral, but would simply note that the total cost is described as £9.77m in September 04, later updated to £10.83m; that it includes a back pay formula and that, as stated above, a separate 5 year protection agreement is in place. What is, however, directly relevant to the referral is the scope of the package as the terms of paragraph 12.2 relate to pay and grading reviews only. The parameters of local pay and grading reviews are set out in paragraph 5 of the 2004 Implementation Agreement I have discussed with Janet Sutton the only conditions of service items in your September 2004 package which in my opinion fall outside the scope of a local pay and grading review, ie Excess Travel (Section 10) and Public and Annual Holidays (Section 11). In relation to Excess Travel Janet informs me that the authority is prepared to withdraw the proposed change to the existing Excess Travel provisions, which would introduce a cut off point of SCP 35. In respect of the proposed changes to Public and Annual Holidays, Janet has confirmed to me, that, as indicated in the documentation, the proposed change is voluntary and employees will have the choice of whether to accept the new arrangements or retain their existing conditions.

For all the above reasons it is my view that paragraph 12.2 of the National Implementation Agreement 1997 does allow the Council to implement its pay and grading proposals without a collective agreement. This view is supported by the case of *Griffiths v Salisbury District Council* in which the Court of Appeal found that Clause 12.2 of the Green Book Implementation Agreement regarding local grading reviews formed part of the contract of employment. On this basis the Court found that the results of a re-grading exercise were incorporated into the employees' contracts of employment as a legally binding term, subject to the review having been carried out in consultation with the trade unions and agreement having been reached with the trade unions on the terms of protection.

I hope this response answers your question. Please do not hesitate to contact me if you require any clarification.

Yours sincerely



Ann Lee
Employers Secretary
West Midlands Provincial Council