



GREAT YARMOUTH
BOROUGH COUNCIL

SUPPLEMENTARY AGENDA

for the

COUNCIL (AND CABINET)

on

28 November 2007

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COUNCIL (AND CABINET)

28 November 2007

SUPPLEMENTARY AGENDA

2. REPORTS TO COUNCIL FOR DECISION

(e) Local Collective Agreement for Implementation of Single Status

... The Service Manager (HR)'s report is attached (pages 7 - 21).

* * * * *

Subject: LOCAL COLLECTIVE AGREEMENT FOR IMPLEMENTATION OF
SINGLE STATUS

2(e)

Report to: CABINET – 28 NOVEMBER 2007

Report by: SERVICE MANAGER – HUMAN RESOURCES

SUBJECT MATTER/RECOMMENDATION

The 'final version' of the Local Collective Agreement for Implementation of Single Status is submitted to Cabinet for agreement, before being referred to UNISON for approval.

1. BACKGROUND

- 1.1 Members may recall that a report was submitted to Cabinet and Council in August, requesting approval of the draft Local Collective Agreement for Implementation of Single Status. UNISON's national office has now responded to the draft Agreement. At a joint meeting of the Single Status Working Party and the Human Resources Working Group held on 12 November, it was agreed that certain changes needed to be made to the draft Agreement in light of some of UNISON's comments.

2. THE PROPOSED AMENDMENTS

- 2.1 It is suggested that amendments are made to the following parts of draft Agreement. The revised papers are included as appendices to this report.
- The commentary, which sets out (amongst other things) the effective dates and the salary assimilation/pay protection arrangements – the revised wording appears in **bold**.
 - Appendix A – Pay Structure. The 'break points' between Band 1 and Band 2 have changed from 237/238 to 222/223. The opportunity has also been taken to update the financial amounts in this chart in light of the recent pay award.
 - Appendix B – Job Evaluation Implementation and Appeals Procedure. A footnote now appears under No. 7.
- The remaining parts of the Agreement as approved in August are unaffected.

3. PROCESS

- 3.1 The 'final version' of the draft Collective Agreement now needs to be:
- Agreed by Cabinet.
 - 'Signed off' by Unison nationally.
 - Put to a ballot of the local membership of Unison.
- 3.2 Employees have already been notified of their points, grade and salary under the new pay structure. Around 90 appeals have been lodged and hearings will have commenced by the date of this meeting.

4. RECOMMENDATION

- 4.1 That the Local Collective Agreement for Implementation of Single Status (as amended) be agreed and referred to UNISON for approval.

Dept Reference: HR / Single Status

Date: 16 November 2007

Background Papers: Held in Human Resources

Does this report raise any legal, financial, sustainability, equality, Crime and Disorder or Human Rights issues and, if so, have they been considered?	Issues	
	Legal	√
	Financial	√
	Sustainability	
	Equality	√
	Crime and Disorder	
	Human Rights	

LOCAL COLLECTIVE AGREEMENT FOR IMPLEMENTATION OF SINGLE STATUS

1. Status

- 1.1 This Agreement constitutes a local agreement between Great Yarmouth Borough Council and UNISON, developed through a recognised collective bargaining process. As such it forms part of the Contract of Employment of the employees within its scope.

2. Effective Dates

- 2.1 The new pay structure is effective from 1st April 2007 and implemented retrospectively (see paragraph 6.2 of this Agreement). The revised Local Conditions of Service are effective from the date that this Agreement is signed by both parties (although the new long service leave arrangement will apply from the start of the current leave year – for most employees, this will mean that the arrangement is backdated to 1st April 2007).

3. Employees Covered

- 3.1 All employees who are subject to the National Joint Council for Local Government Services' National Agreement on Pay and Conditions of Service (commonly referred to as the 'Green Book'). Paragraph 9.3 of this Agreement and the revised Local Conditions of Service also apply to the Council's Managing Director, Executive Directors and Heads of Department.

4. Principal Purpose

- 4.1 To set out Great Yarmouth Borough Council's new pay and grading structure for 'Green Book' employees, specifying how it will be implemented and incorporating an element of protection for employees who are detrimentally affected.

5. Appendices

- 5.1 This document has the following appendices, which form part of the Collective Agreement:

Appendix A – Pay Structure

Appendix B – Job Evaluation Implementation and Appeals Procedure

Appendix C – Summary of revisions to the Council's Local Conditions of Service.

6. Pay Structure

- 6.1 The new pay structure will retrospectively take effect on 1st April 2007 and will consist of the 'Green Book' salary spine and local spinal column points (SCPs). At Great Yarmouth Borough Council, the salary spine begins at SCP 6 and ends at SCP 51. Points 6 to 49 are the 'Green Book' points and points 50 and 51 are local points (adjusted by the percentage pay award to SCP49 that is awarded nationally from time to time). All staff below Chief Officer level will be placed on a grade within this salary spine. The spine and the grades within it are shown at Appendix A.
- 6.2 All 'Green Book' employees will be assimilated on to a new grade as a result of the job evaluation exercise. Employees will be assimilated on the SCP they held under the Council's old pay structure on the day before the new pay structure is implemented (anticipated to be **1st March 2008**), except in the following circumstances:
- (a) Where the first SCP of their new grade is higher than their existing SCP, they will be assimilated to the first SCP of the new grade.
 - (b) Where the top SCP of the new grade is lower than their SCP under the old structure, they will be assimilated to the top SCP of the new grade (the protection arrangement that will apply is set out in section 9 of this agreement).
 - (c) Where an employee did not receive an increment on 1st April 2007 because they had reached the top of their grade (or because they were barred from doing so) under the old pay structure, and their new grade allows them to move on to the next SCP, they will move on to that new SCP with effect from 1st April 2007.
- 6.3 With regard to incremental progression after assimilation, employees will normally receive an annual increment subject to the top of the new grade not being exceeded. Where employees are appointed to a new post with a higher maximum salary during the course of a year, the following general principles shall continue to apply:
- (a) for appointments taking place between 1st April and 30th September, the next increment will be paid on the following 1st April, subject to the top of the grade not being exceeded;

- (b) for appointments taking place between 1st October and 31st March, the next increment will be paid six months after the date of appointment with subsequent increments paid annually on 1st April, subject to the top of the grade not being exceeded.

7. Job Evaluation Implementation and Appeals

- 7.1 A Procedure for implementing the outcome of the Job Evaluation exercise and for progressing appeals associated with this has been agreed. A copy of this Procedure can be found at Appendix B.

8. Equality Audit of Job Evaluation Rankings

- 8.1 Following completion of the Job Evaluation exercise, an equality audit of the rankings was undertaken and the findings forwarded to UNISON. The findings are available for inspection from UNISON and Human Resources, if requested.

9. Pay Protection Arrangement

Great Yarmouth Borough Council and UNISON are committed to eliminating sex discrimination and ensuring equal pay compliance. Therefore pay protection will be applied in line with the following provisions and will cease no later than 31st March 2010.

- 9.1 Where it is required (see paragraph 6.2 (b) of this Agreement), pay protection will be applied on the following basis:
 - (a) Salaries will be frozen until 31st March 2010, at the level as applicable under the old pay structure (including any that are paid on a personal basis, unless they have been specifically frozen with time limited protection to a date after 31st March 2010);
 - (b) Any outstanding increments that may ordinarily have been awarded under the old pay structure will not be protected and therefore will not be applied;
 - (c) Any 'cost of living' increase for 2008/09 and 2009/10 will not be applied;
 - (d) From 1st April 2010 onwards, any employees previously in receipt of pay protection under the terms of this Agreement will be paid in accordance with the top SCP of their new grade (unless the frozen salary figure reaches this point before the end of the protection period);

- (e) Any employees in receipt of pay protection under the terms of this Agreement will lose that protection if they voluntarily apply for and are appointed to a post on the Council's establishment that is graded at a lower level.
- 9.2 Employees in receipt of pay protection who are members of the Local Government Pension Scheme are encouraged to contact Norfolk County Council's Pension Team if they have any particular concerns about how this may affect their pension.
- 9.3 Future instances of frozen salary pay protection that apply at this Council (e.g. in redundancy situations) will be for a maximum period of three years.
10. Market Supplements
- 10.1 It is accepted that, in certain circumstances, the downgrading of a post may ultimately create recruitment and/or retention difficulties, because that salary is below the 'market rate'. The Council's 'Protocol for Payment of Market Supplements' will be followed when this is appropriate.
11. Back Pay
- 11.1 This Agreement does not make any collective provision for Equal Pay compensation which may be due to individuals with Equal Pay claims under the Equal Pay Act 1970 as amended, Article 141 of the EU Treaty, the Equal Treatment Directive and all other domestic and EU provisions relating to equality of pay ("the Equal Pay Provisions"). "Equal Pay Claims" shall mean any and all such claims as any employee has or might have under the Equal Pay provisions and which relate to the period of employment prior to 1 April 2007, which is the effective date of implementation of the pay and grading review.
- 11.2 Any equal pay claim must be in writing and be made to the Council's Head of Central Services. The Head of Central Services will meet with the employee following receipt of their letter (normally within seven days) and the employee may be accompanied by a trade union official or a work colleague at this meeting. Following this meeting, the Head of Central Services will make a decision on the employee's claim. The decision will be given to the employee, orally, as quickly as possible and normally within 14

days of receipt of the employee's letter. The employee will also receive written confirmation from the Head of Central Services of his decision, normally within one week of the decision being given orally.

- 11.3 If the Head of Central Services considers that the equal pay claim should be allowed this will be actioned as appropriate and an offer of compensation made to the individual member(s) of staff concerned. The council accepts that the UNISON will have to advise its members of their employment rights in relation to any compensation offer made and that UNISON may support its members in pursuing equal pay claims through an Employment Tribunal where UNISON judges these have a reasonable prospect of success.
- 11.4 If the Head of Central Services does not consider that the claim should be allowed, the employee may (within 14 days of receipt of the letter from the Head of Central Services) request that the matter is placed on the agenda of the Council's Appeals Committee. The procedure used at the appeal hearing will follow, as far as practicable, Schedule C of the local Disciplinary Procedure and the employee may again be accompanied at the meeting by a trade union official or a work colleague. The decision of the Appeals Committee will be final within the Council's procedure and will be communicated in writing to the employee.
- 11.5 Employees who are not satisfied with the outcome of a claim for compensation have the right to pursue a claim through an Employment Tribunal without compromise. The Council accepts that UNISON may support its members in pursuing equal pay claims where UNISON judges these have a reasonable prospect of success.

12. Local Conditions of Service

- 12.1 The Council's Local Conditions of Service has been revised as part of the exercise to implement Single Status. A document summarising what has and hasn't changed can be found at Appendix C.
- 12.2 The review of the Local Conditions of Service was driven by equality. Changes of significance have been made to that document at:
- Paragraph 4.3.3 – where long service leave is awarded much earlier.
 - Paragraph 5.2.2 – where the protected payment of mileage allowances

(based on the 'Green Book's' 1200 – 1450cc band) that applies to some employees will cease on 31st March 2010.

- Paragraph 5.3.1 – which includes reference to a joint annual review of essential car user designations and personal car park passes.

12.3 Part 3, Paragraph 2.2 of the 'Green Book' advises that local pay reviews will consider the issue of premium rates under the existing provisions of the National Agreement. As part of the negotiations during the preparation of this document, it was agreed that Part 3, Paragraphs 2.6 and 2.7 of the 'Green Book' would continue to normally apply at this Council.

12.4 Regrading applications will continue to be accepted, but consideration will be postponed until all the appeals arising from the implementation of Job Evaluation have been heard, unless both **management and UNISON agree otherwise and will be backdated from the date of application.**

12.5 Anomalies which have been created in the past whereby certain employees receive allowances / benefits (or similar) that would ordinarily not apply, will be identified and rectified.

12.6 As part of the review of the Local Conditions of Service, it has been agreed that the Council will move to the subsistence rates notified by the East of England Regional Assembly (EERA) with effect from the date that this Agreement is signed by both parties and then uprate them with effect from 1st January each year in line with EERA's notification.

13. Future Arrangements

13.1 If any question should arise in the future concerning this Collective Agreement or its implementation, then it shall be referred to the Council's Human Resources Working Group in the first instance. This Agreement may be varied subject to the consent of both parties.

14. Signatories

Union: Michael Chillingworth, Branch Chair, UNISON

Signed:

Date:

Management: Richard Packham, Managing Director

Signed:

Date:

GYBC AGREED PAY STRUCTURE

Appendix A

Spinal Column Point	Annual FT Rate April 2007	Pay Bands w.e.f. 1/4/2007	Break Points	Former ('Option 3') Grade	2007 Hourly Rate
4	£11,577			A	£6.0007
5	£11,737			A	£6.0836
6	£11,907	Band 1	Band 1	A	£6.1717
7	£12,291	Band 1	Up to 222 points		£6.3708
8	£12,678	Band 1		A	£6.5713
9	£13,062	Band 1			£6.7704
10	£13,336	Band 1	<u>Band 2</u>	A	£6.9124
11	£14,197		223 to 279 points	A	£7.3587
12	£14,492			A	£7.5116
13	£14,882			A B	£7.7137
14	£15,153	Band 3	<u>Band 3</u>	B	£7.8542
15	£15,470	Band 3	280 to 321 points	B	£8.0185
16	£15,842	Band 3		B	£8.2113
17	£16,217	Band 3		B C	£8.4057
18	£16,536	Band 3	<u>Band 4</u>	B C	£8.5710
19	£17,154		322 to 363 points	C	£8.8914
20	£17,781			C	£9.2164
21	£18,430			D C	£9.5528
22	£18,907	Band 5	<u>Band 5</u>	D C	£9.8000
23	£19,463	Band 5	364 to 417 points	D	£10.0882
24	£20,099	Band 5		D	£10.4178
25	£20,736	Band 5		D E	£10.7480
26	£21,412	Band 5		D E	£11.0984
27	£22,122		<u>Band 6</u>	E	£11.4664
28	£22,845		418 to 471 points	E F	£11.8412
29	£23,749			E F	£12.3097
30	£24,545			E F	£12.7223
31	£25,320			G F	£13.1240
32	£26,067	Band 7	<u>Band 7</u>	G F	£13.5112
33	£26,835	Band 7	472 to 527 points	G F	£13.9093
34	£27,594	Band 7		G H	£14.3027
35	£28,172	Band 7		G H	£14.6023
36	£28,919	Band 7		G H	£14.9895
37	£29,728		<u>Band 8</u>	H	£15.4088
38	£30,598		528 to 577 points	H	£15.8598
39	£31,606			H I	£16.3822
40	£32,436			H I	£16.8124
41	£33,291			H I	£17.2556
42	£34,140	Band 9	<u>Band 9</u>	I	£17.6957
43	£34,991	Band 9	578 to 632 points	I	£18.1368
44	£35,852	Band 9		J I	£18.5830
45	£36,657	Band 9		J I	£19.0003
46	£37,543	Band 9		J I	£19.4595
47	£38,404		<u>Band 10</u>	J	£19.9058
48	£39,258		633 points and above	J	£20.3485
49	£40,101			J	£20.7854
50	£40,842			J	£21.1695
51	£41,619			J	£21.5722

GREAT YARMOUTH BOROUGH COUNCIL**Job Evaluation Implementation and Appeals Procedure**

Following a decision of the Authority to introduce a new grading structure and the National Job Evaluation Scheme to posts within Great Yarmouth Borough Council, this Implementation and Appeals Procedure has been agreed. It applies only to evaluations carried out as a result of the single status review. It is not to be applied once this process has concluded, for which separate arrangements will apply.

1. Notification of Results of Job Evaluation

All individual employees will be given their total number of points and the individual scores (level awards) allocated to each of the thirteen Job Evaluation Factors. They will be told details of the new grading structure to be adopted by the Authority, and specifically to which new grade their own post applies. They will also be given a copy of this Procedure and the standard job evaluation appeal statement.

Employees will be advised that the scores of all posts, a copy of the Job Evaluation Scheme (including local conventions) and the standard job evaluation appeal statement have been placed on the Council's I-drive, for information / use.

2. Timetable

On an agreed date, all employees will be sent notification of the week during which the results will be published and the timescale for lodging an appeal. Any employee wishing to lodge an appeal must do so within two months of the date that the results are published. This initial notification will state that if any employee believes s/he will be unable to comply with the two months timescale for lodging an appeal s/he must set out a request for an extension of the timescale to the Service Manager – Human Resources within one month of the results being published. Requests for a deferment will only be agreed in exceptional circumstances. The request for deferment must state a revised date by which the appellant will be able to lodge an appeal if they wish to. Requests must be made in writing to the Service Manager – Human Resources, marked "For the attention of the Service Manager – Human Resources, deferment request".

The Service Manager – Human Resources and a member of UNISON's Branch Executive will decide on requests for an extension of the appeal timescale, normally within 7 working days. The employee will be informed in writing of the result of their request.

In submitting their appeal, appellants must give dates when they are unavailable for the hearing to take place. The reasons for being unavailable must be reasonable, and it is incumbent upon the appellant to notify of any changes to availability. Appeals must be lodged with the Service Manager – Human Resources, marked "For the attention of the Service Manager – Human Resources, Job Evaluation Appeal".

Once the deadline for receipt of appeals has passed, the Council will arrange for appeals panels to be set up. The Council will aim to deal with appeals in a reasonable time, and appellants will normally be given at least five working day's notice of the date of an appeal hearing.

3. Content of the appeal case

An employee may lodge an appeal against the evaluation on one or more of the following grounds:

- Where their job has changed significantly (e.g. in Knowledge and Skills, Demands, Responsibilities or Environmental Conditions) since the evaluation was carried out.
- Where jobs that appear to be similar to the appellant's job are on a higher grade.
- Where the appellant considers that a factor or factors have not been given sufficient weight in the evaluation.

There are no other grounds for making an appeal.

In lodging their appeal, the employee must specify their grounds for appeal in writing by means of a written statement, using the standard provided. The appeal can only relate to the most recent job evaluation carried out. Any scores and comments relating to evaluations carried out under previous exercises are null and void, and cannot be included in the appeal.

Where the appeal concerns an evaluation for a group of identical posts (a 'generic' group), the postholders within the generic group should ideally provide one written statement agreed by the whole group.

It is insufficient for the purposes of a valid appeal for the appellant to state solely that the total number of points awarded is incorrect or felt to be unfair. If an employee constructs their appeal solely on this basis the Panel will not hear it.

4. Information available from the job evaluation panel

The Council recognises that employees may wish for information about how their individual factor levels were arrived at. Therefore, two members of the job evaluation panel will make themselves available to provide this after employees' results have been notified. This will be one of the trade union representatives and one of the management representatives of the panel, meeting with employees in a 'surgery' style format. Only one surgery meeting will be available for each group of generic posts, regardless of the numbers of staff in the generic group.

Discussion at this meeting will be limited to the rationale behind the award of individual scores and relativities between factors. The panel will not advise on how to construct/present an appeal, but will provide a factual discussion only. The employee may bring a notetaker with them, but the members of the panel must be given a copy of any notes if the employee intends to use these in evidence at any appeal. (The members of the panel will have the right to comment on any notes relied upon in this way at an appeal.)

The Council strongly advises employees to discuss their evaluation with the panel representatives prior to attending any appeal hearing. This will ensure that employees have an understanding of how the job evaluation process has been applied to their job. If both the management and union representative at the surgery meeting agree that a fresh evaluation of a post is appropriate because

the job has changed significantly, this will be undertaken before any appeal is heard.

5. Attendance and representation at the appeal hearing

An employee (or group of employees in the case of a generic post) lodging an appeal does not necessarily have to attend the appeal hearing, but may do so if they wish to. As part of the written appeal, appellants must state whether they intend to attend the hearing.

An employee may be accompanied by a trade union official or a colleague of their choice at an appeal hearing (who may also address the hearing). This representative may not be the employee's line manager, a Service Manager, a Head of Department or a member of the Executive Board. Relevant witnesses may be called to address the hearing at the discretion of the Appeals Panel.

In the case of a group appeal (arising from a generic post) the group should nominate one person to address the hearing, with a representative if required (see above). All other members of a generic group may attend if they wish as observers, but may not contribute to the hearing.

6. Constitution and powers of the Appeals Panel

An appeal by an employee will be considered by a Panel comprising of four persons; two representatives from the management side (Service Managers, Heads of Department, Executive Directors or the Managing Director) and two representatives from the union side. The Panel's quorum will only be achieved if four members are present.

No person will be allowed to sit on an Appeals Panel in a case where either the appellant is employed in the same Service Area or if they have been associated with the evaluation. The same trade union/management chairs of the Job Evaluation Panel will be present throughout the Hearing to explain the rationale for the evaluation. However, if either of the joint chairs of the original Job Evaluation Panel is unable to attend, another member of the original Panel will attend in his/her place, with the proviso that one will be a trade union representative and one will be a management representative.

In determining an appeal decision, the trade union and management members of the Panel will each have one vote. For a decision to be carried, it will need to be unanimous or by majority.

The Panel will have power to allow or reject an appeal (either wholly or in part). The Panel can amend the level awarded appealed against if, on hearing the evidence, it is judged to be appropriate. Outcomes of the appeal process could either be:

- (a) a higher level award is made;
- (b) there is no change to the level awarded;
- (c) a lower level award is made.

This means that there is a potential for the grade of the post to rise, remain the same or fall. Any increase or decrease to salary determined by an appeal under this procedure will be calculated to 1st April 2007 (or later, if the postholder started in their job after this date), regardless of when the appeal takes place. Regardless of the outcome, the date that an appeal

takes place will not alter the date of implementation of the new grading structure.

7. Appeals Procedure at the Hearing

The Panel will have before it the following:

- A copy of the original completed job evaluation questionnaire (if completed);
- A copy of the postholder's job description (as supplied to the Job Evaluation Panel);
- A copy of the postholder's person specification (if supplied to the Job Evaluation Panel);
- The score sheet for the evaluation with any comments made by the Panel;
- A copy of the appellant's written appeal.

The following documents will also be available for reference:

- The Job Evaluation Scheme and the local conventions;
- The scores of all posts (for appeals where appellants consider that jobs similar to their own are on a higher grade).

- (a) If the appellant has chosen to attend, s/he will introduce the written appeal after which the Appeals Panel and the Job Evaluation Panel representatives may question the Appellant. Any witness permitted to address the hearing by the Appeals Panel may also be questioned.
- (b) The appellant's representative may speak on the appellant's behalf, or may act in an advisory capacity to the appellant. Where both parties speak, they should seek to avoid duplication.
- (c) The joint representatives of the Job Evaluation Panel will respond to the appeal to explain the rationale for the evaluation and in particular to respond to the issues raised in regard to the Level Award(s) brought into contention. The appellant may question the Job Evaluation Panel representatives, after which the Appeals Panel may then do so.
- (d) The appellant and the joint representatives of the job evaluation panel may then make short closing statements after which the appellant, any representative and the joint representatives of the job evaluation panel will retire.
- (e) If the Appeals Panel wishes to clarify any points all parties will be recalled, together with any representative.
- (f) The Appeals Panel will then reach a decision[Ⓔ].
- (g) The decision of the Appeals Panel will be confirmed in writing to the appellant, with reasons, but will not be released until all appeals lodged have been considered for consistency. Where the result is a change in the scores for one or more factors a new score sheet will be supplied to the individual concerned who will be advised of any grading implication that the change(s) yield.

[Ⓔ] If, however, a unanimous or by majority decision cannot be reached, the appeal will be remitted – once only – to a fresh Appeals Panel. If the fresh Appeals Panel cannot reach a unanimous or by majority decision, the appeal will be rejected (either wholly or in part).

The decision of the Appeals Panel is final and there is no further right of appeal within the Council. Furthermore there is no right of recourse to the grievance procedure in terms of pay and grading issues. However, if the appellant feels that the process has been handled improperly, s/he may raise a grievance against this via the local Grievance Procedure.