

HAVERING LONDON BOROUGH COUNCIL

COLLECTIVE AGREEMENT: TERMS & CONDITIONS OF EMPLOYMENT

XX July 2017

DRAFT v06

DRAFT

CONTENTS

- 1. INTRODUCTION**
- 2. JOB EVALUATION/GRADING STRUCTURE/PAY LINE**
- 3. ALLOWANCES**
- 4. OTHER CHANGES RELATING TO TERMS AND CONDITIONS OF EMPLOYMENT**
- 5. FORMAL ACCEPTANCE**

APPENDICES

- A. Equality Assessment**
- B. List of Community/Voluntary Controlled Schools**
- C. GLPC Job Evaluation Scheme**
- D. LGE Job Evaluation Scheme**
- E. GLPC Outer London Pay Spine (1/4/17)**
- F. Local Senior Management Pay Spine (1/4/17)**
- G. Performance Based Progression Scheme**

DRAFT

INTRODUCTION

Status of the Agreement

This Agreement is between Havering London Borough Council (“the Council”) and its recognised Trade Unions (Unison, GMB, Unite, NUT and NASUWT) covering the relevant employee groups. It has the status of a local Collective Agreement and forms part of the individual contracts of employment of all employees within its scope. The revised terms and conditions supplement or supercede those in the current national/provincial terms and conditions and those in the Council’s HR policies.

This Agreement makes direct reference to many individual Terms and Conditions of Employment all of which meet or exceed the minimum statutory requirements. Where the Agreement is silent on any specific item then the provisions of the current national/provincial terms and conditions will apply as varied by the Council’s HR policies.

This Agreement does not apply to any employees who at the date of actual implementation have left the Council’s employment, including those whose contracts of employment have been TUPE transferred to another employer.

Implementation

All employees within the scope of this Agreement will be individually notified in writing in advance of implementation how the changes will affect them personally.

Implementation Date

The effective dates of implementation of this Agreement are as follows:

- Corporate Directorates 1st September 2017
- Community/Voluntary Controlled schools 1st September 2017

Background and Objectives of the Terms & Conditions Review

The Council, like many across the country, is facing an ever increasing demand for services coupled with an ever decreasing budget. Government funding cuts, inflationary costs and the pressures of providing services to a growing elderly population means the Council will have lost a third of its budget by 2018. This is despite the Council’s excellent track record of managing its budget effectively and already delivering more than £40m in savings through making the Council more efficient.

Total savings of £30.3m were approved as part of the 2015/16 budget strategy. Further savings of £24.1m are proposed which balance the budget for the first three years, leaving a gap of £2.4m by 2018/19.

Identifying these savings is more difficult than previous years as the Council has already found and made the easier savings so the Council is now looking at all options available and included in this is the review of Terms and Conditions of Employment (T&C).

T&Cs are the rules, regulations and details of the various different working arrangements that apply to each position and each employee. They include details about basic pay and overtime, enhancements, shift pay and other allowances.

The Council's Corporate (ie non-schools) pay bill totals £95m each year and annual corporate savings of at least £500,000 (0.5% of the corporate pay bill) will help close the Council's funding gap and continue to protect key services. However, a pressing need to make savings is only one of the driving forces behind the T&C review.

The review also provides an opportunity to modernize the Council's working arrangements, pay structures and job evaluation schemes so they are in line with the needs of a modern council. It will also ensure we are meeting our obligations with regard to equalities and equal value.

External Advisers

The Council retained the services of (Northgate Arinso UK Ltd) to provide independent consultancy advice in relation to job evaluation, grading structure and pay modelling.

The Council retained the services of an independent consultant (Ruth Phillips and Associates Ltd), jointly selected by the Council and the Trade Unions, to carry out an Equality Analysis on the Council's proposals.

Equality Analysis and Future Equal Pay Audits

The independent consultant's Equality Analysis carried out on the Council's proposals is attached at Appendix A.

The Council is committed to undertaking future Equal Pay Audits on a regular basis.

Changes to the Agreement and Interpretation Issues

Where variations from the arrangements in this Agreement are needed any proposals for such variations will be subject to agreement by the Employer and Employee Side Secretaries.

Any interpretation issues arising from this Agreement must be referred to the Employer Side Secretary who will determine such matters in consultation with the Employee Side Secretary.

Scope of the Agreement

The Agreement applies to all Council positions and employees in the corporate (ie non-schools) part of the organisation including those who have transferred by way of

the Transfer of Undertakings (TUPE) legislation into the Council before the date of implementation (except those on School Teachers Pay & Conditions).

The Agreement also applies to all Council positions and employees in Community & Voluntary Controlled (C/VC) schools detailed at Appendix B (except those on School Teachers Pay & Conditions).

NJC Local Government Services

All positions and employees employed and/or graded and/or paid under the provisions of the NJC Local Government Services (“Green Book”) as varied by the GLPC London Agreement (“Gold Book”), the NJC Local Authorities’ Administrative, Professional, Technical & Clerical Services “Purple Book”, the NJC Local Authorities’ Services (Manual Workers) “White Book” and the JNC Local Authority Craft & Associated Employees “Red Book” will be subject to the job evaluation/grading structure/pay line and allowances provisions set out in this Agreement. This includes positions and employees that are paid at a spot salary grade rate.

JNC Chief Executive and JNC Chief Officers

All positions and employees employed and/or graded and/or paid under the provisions of the JNC Chief Executive or the JNC Chief Officers will be subject to the job evaluation/grading structure/pay line and allowances provisions set out in this Agreement. This includes positions and employees that are paid at a spot salary grade rate.

Soulbury Committee and Youth & Community Workers Employees

All positions and employees employed and/or graded and/or paid under the provisions of the Soulbury Committee or the Youth & Community Workers agreements will not be subject to the job evaluation/grading structure/pay line provisions set out in this Agreement but will be subject to the allowances provisions set out in this Agreement.

Other Employees

All Election, Door to Door Canvasser, specific sessional teacher positions, National Management Trainee Programme and Apprentice employees will not be subject to the job evaluation/grading structure/pay line provisions set out in this Agreement but will be subject to the allowance provisions set out in this Agreement.

JOB EVALUATION/GRADING STRUCTURE/PAY LINE

Job Evaluation

All positions previously job evaluated under the Greater London Whitley Council (GLWC) Job Evaluation Scheme have been and will in future be job evaluated under the Greater London Provincial Council (GLPC) Job Evaluation Scheme (Appendix C)

All positions previously job evaluated under the Hay Job Evaluation Scheme have been and will in future be job evaluated under the Local Government Employers (LGE) Job Evaluation Scheme (Appendix D).

Both the GLPC and the LGE JE Schemes assess the Job Profile (JP) against a number of different factors. Each factor is made up of a number of different factor levels, each scoring a certain number of job evaluation (JE) points. The total number of JE points is then used to determine the grade for the position according to the grading structure detailed below.

A Grade 12 evaluation will apply only to large/senior 3rd tier positions (4th tier on an exceptional basis) operational/specialist positions that score both 724 or more GLPC JE points and 800 or more LGE JE points. Such positions (and employees occupying such positions) will continue to be subject to the NJC Local Government Services as varied by the GLPC London Agreement.

Job Evaluation Appeal

As part of the consultation process (on the proposals to apply the GLPC and LGE JE Schemes) all employees have been provided with details of the job evaluation of the JP of their substantive position and have been provided with the opportunity to appeal against that evaluation.

Grading Structure and Pay Line

All positions job evaluated under the GLPC and LGE will be graded in relation to their total JE points under the Grading Structure Table detailed below.

Each Grade will comprise 5 spine points.

All positions graded Grade 1 to Grade 12 will be paid in accordance with the GLPC Outer London Pay Spine plus the addition of the new local spine point 71 (current spine point values detailed at Appendix E). Future amendments to local spine point 71 (including pay awards) will be the same as future GLPC amendments to spine point 70.

All positions graded Grade 13 to Grade 18 will be paid in accordance with the local Senior Management pay line (current spine point values detailed at Appendix F). The spine point values of Grade 13 to Grade 17 will be adjusted in accordance with JNC Chief Officer pay awards. The spine point values of Grade 18 will be adjusted in accordance with JNC Chief Executive pay awards.

Grading Structure Table

| Grade | GLPC JE Scheme Points Range | GLPC Outer London Pay Spine – Spine Points | LGE JE Scheme Points Range | Senior Management Pay Spine – Spine Points |
|-------|-----------------------------|--|----------------------------|--|
| 1 | 0-237 | 7-11 | n/a | n/a |
| 2 | 238-275 | 11-15 | n/a | n/a |
| 3 | 276-326 | 16-20 | n/a | n/a |
| 4 | 327-381 | 21-25 | n/a | n/a |
| 5 | 382-430 | 26-30 | n/a | n/a |
| 6 | 431-483 | 31-35 | n/a | n/a |
| 7 | 484-543 | 36-40 | n/a | n/a |
| 8 | 544-603 | 41-45 | n/a | n/a |
| 9 | 604-663 | 46-50 | n/a | n/a |
| 10 | 664-723 | 51-55 | n/a | n/a |
| 11 | 724+ | 57/58/59/61/63 | n/a | n/a |
| 12 | n/a | 66/67/68/70/71 | 800-999 | n/a |
| 13 | n/a | n/a | 1000-1139 | SM1-SM5 |
| 14 | n/a | n/a | 1140-1279 | SM6-SM10 |
| 15 | n/a | n/a | 1280-1419 | SM11-SM15 |
| 16 | n/a | n/a | 1420-1619 | SM16-SM20 |
| 17 | n/a | n/a | 1620-1819 | SM21-SM25 |
| 18 | n/a | n/a | 1820+ | SM26-SM30 |

Assimilation

On Implementation Date all employees will assimilate (ie move) from their current grade/spine point of their substantive position to the new grade/spine point of their substantive position as follows:

- Employees currently on a lower spine point than the minimum spine point of the new grade for their substantive position, will assimilate at the minimum spine point of the new grade of their substantive position
- Employees currently on a spine point that falls within the range of spine points of the new grade for their substantive position, will assimilate to the new grade of their substantive position at their current spine point
- Employees currently on a higher spine point than the maximum spine point of the new grade of their substantive position, will assimilate at the maximum spine point of the new grade of their substantive position
- For positions on Grades 13 to 18, the monetary values of current and new spine points are different. These employees will assimilate to the new grade for their substantive position in the same way as above with the following amendments:

- Employees currently on a spine point with a monetary value that is lower than the monetary value of the minimum spine point of the new grade for their substantive position, will assimilate at the minimum spine point of the new grade of their substantive position
- Employees currently on a spine point with a monetary value that falls within the range of monetary values of the spine points of the new grade for their substantive position, will assimilate to the new grade of their substantive position at the spine point with a monetary value immediately above the monetary value of their current spine point
- Employees currently on a spine point with a monetary value that is higher than the monetary value of the maximum spine point of the new grade of their substantive position, will assimilate at the maximum spine point of the new grade of their substantive position

Assimilation will only be carried out in relation to an employee's substantive position. Where employees are currently seconded or acting into another position, the secondment/acting arrangements will be reviewed and reconfirmed in the context of the new grading structure.

Pay Protection

In relation to basic pay only (ie the value of the relevant spine point) pay protection (in all organizational change circumstances) will be for a period of six months full pay protection plus three months half pay protection.

Pay protection will not apply to contractual overtime or any other allowance/payment with the following exception:

- Shift Allowance and Enhancement Allowance payments only will be protected for a period of six months following the T&C Implementation Date
- Shift Allowance and Enhancement Allowance payments will not be protected following the implementation of any other organizational change

Performance Based Progression (PBP)

Progression from one spine point to the next within each of the 18 new grades will be based upon individual performance assessed on an annual basis.

For all Corporate positions, the result of the Council's annual Performance Development Review (PDR) process will be used as the sole determinant for progression from one spine point to the next. The PBP process will be as set out at Appendix G.

For all Schools positions, the PBP process will be based upon a model performance assessment process currently being developed in conjunction with Head Teachers and subject to consultation with Trade Unions through the Conditions of Service Working Party (COSWP). That model performance assessment process will produce four possible assessment results (as per the corporate PDR process) in order to ensure a consistent approach to PBP across corporate directorates and schools.

The PBP process will first apply to the 2018/19 performance year ie the result of the 2018/19 corporate and schools' performance assessment processes will first be applied to incremental progression due on 1st April 2019.

Any incremental progression due between 1st April 2018 and 30th September 2018 will be applied as per current arrangements.

Post T&C Review of Community/Voluntary Controlled Schools' Model/Benchmark Job Profiles

A Head Teacher Task & Finish Group has been established to look at the approach to the revision/evaluation of model/benchmark Job Profiles in Community/Voluntary Controlled schools. There will be 2 Trade Union seats included in the terms of reference of this group, with representatives to be determined by the joint trade unions. The Teaching Assistant Job Profiles are the first priority to be dealt with. Arrangements for full and meaningful consultation with affected staff will be agreed by the group. The expectation is that the review of the Teaching Assistant Job Profiles would be complete within 6 months of the Implementation Date.

ALLOWANCES

Allowances relate to a number of working situations where payment beyond the basic pay or the 'normal' working arrangements is required in order that the work is done to meet the needs of the service.

All existing allowances (including those set out in "Local Agreements") will cease and will only be replaced by the allowances specifically identified below.

Additional Hours

Additional Hours (for part-time working up to a total of 36 hours per week) will continue to be paid at the current rate of payment ie plain time.

Enhancements (including contractual and public holiday enhancements and unsocial hours but excluding Night Work)

Enhancements (for working outside "normal hours") will be paid at the revised rate of 0.25.

The hourly rate for enhancement calculations will continue to include the £105 Outer London Weighting element.

Any associated Time Off In Lieu (TOIL) provisions will be removed with the exception of rostered working on a public holiday in which case TOIL (in relation to the rostered hours worked) will continue to apply in addition to the enhancement.

Night Work

The Night Work enhancement rate (for work between the hours of 10.00pm - 6.00am) will continue to be paid at the rate of 0.33.

The hourly rate for Night Work enhancement will continue to include the £105 Outer London Weighting element.

Any associated TOIL provisions will be removed with the exception of rostered working on a public holiday in which case TOIL (in relation to the rostered hours worked) will continue to apply in addition to the enhancement.

Overtime (up to and including spinal column point 28) and Contractual Overtime

Overtime (for working hours beyond 36 hours per week) will be paid at the revised rate of 1.25.

The hourly rate for Overtime calculations will continue to include the £105 Outer London Weighting element.

Any associated TOIL provisions will be removed with the exception of Contractual Overtime rostered working on a public holiday in which case TOIL (in relation to the

rostered hours worked) will continue to apply in addition to the Contractual Overtime payment.

Planned Overtime (spinal column point 29 and above)

For positions graded Grade 1 – 10, Planned Overtime (for working hours beyond 36 hours per week) will be paid at the revised rate of 1.25. The hourly rate for Planned Overtime calculations will continue to include the £105 Outer London Weighting element. Any associated TOIL provisions will be removed.

For positions graded Grade 11 -18, no Planned Overtime payment will be made but any associated TOIL provisions will continue to be applied.

Shift Allowance

Shift Allowance (for working on a recognised shift basis) will be paid at the rate of 7% (of basic pay) for day shifts and 10% (of basic pay) for night shifts.

The hourly rate for Shift Allowance will, in addition to the relevant % of basic pay, continue to include the £105 Outer London Weighting element.

Any associated TOIL provisions will be removed with the exception of rostered working on a public holiday in which case TOIL (in relation to the rostered hours worked) will continue to apply in addition to the Shift Allowance.

Standby Allowance

Standby Allowance (where an employee is not working but is required to be available to be “called in” to work if necessary) will be paid a Standby Allowance at the rate of £22 for each Standby session/period of up to and including 24 hours and £100 for each Standby session/period of more than 24 hours (with the exception of Children Social Workers for whom the current rate of £210 will remain unchanged due to the statutory nature of the requirement).

Any associated TOIL provisions will be removed.

Call Out Allowance

Call Out Allowance (where an employee who is not working but is “called in” to work outside of their normal working arrangements) will be paid a Call Out Allowance at the rate equal to the relevant Overtime/Planned Overtime hourly rate for the actual hours called out (including travel time). Call Out Allowance may be paid for positions graded Grade 12 at an hourly rate calculated in the same way as the Planned Overtime rate is calculated for positions graded Grade 11. No Call Out Allowance will be paid for positions graded Grade 13 to 18.

Any associated TOIL provisions will be removed with the exception of any hours actually worked on a public holiday in which case TOIL will continue to apply in addition to the Call Out Allowance.

Gritting Allowance

Gritting Allowance will continue to be paid in accordance with the “Fixed price for gritter drivers when pre salting priority one routes out of hours” Local Agreement.

Car Allowances

The Essential Car User annual lump sum payment will be removed and will no longer be applied.

The Essential Car User and Casual Car User direct mileage payments will be paid at the prevailing HMRC rate (currently 45p per mile).

Honoraria Payments

Honoraria payments will not be applied to recognise the carrying out of a one-off piece of project work.

The facility to extend an existing honorarium payment will be limited to a maximum total period (ie initial period plus extension period) of 9 months.

The Council will look at future reward mechanisms to ensure one off pieces of work of exceptional nature are recognised. Future reward strategies will follow normal consultation processes.

First Aid

First Aid payment will continue to be paid at the current rate.

The Council will review the number and distribution of qualified First Aiders in the corporate directorates to ensure relevant statutory requirements are met but to also ensure they are not unnecessarily exceeded. This may result in a reduction in numbers of First Aiders.

The decision regarding the numbers of First Aiders in Community/Voluntary Controlled schools to remain a matter entirely for each school to determine.

Market Supplement

Market Supplement payment will continue to be applied subject to an approved business case evidencing current/future recruitment and/or retention issues.

Teaching Assistant 2 (TA2) Allowance

In order to differentiate between the Teaching Assistant 1 and Teaching Assistant 2 roles (both of which have been evaluated at proposed new Grade 2), a new TA2 Allowance will be applied to all Teaching Assistant 2 positions. The allowance will be paid at the rate of £687pa (pro rata to the individual employee's contractual full time equivalent). Future amendments to the allowance (including pay awards) will be the same as future GLPC amendments to spine point 16.

London Living Wage Allowance

A new London Living Wage Allowance will be applied to ensure that hourly basic pay is equal to the prevailing hourly London Living Wage rate. The allowance would be subject to annual rolling approval by the full Council as part of the approval process of the statutory Pay Policy Statement.

Note: Because the effective date of GLPC pay awards and London Living Wage increases are different the level of London Living Wage Allowance may be reduced following each GLPC pay award.

Redundancy Payments

Redundancy payments to continue to be calculated using actual week's pay. A maximum total limit on the amount of any redundancy payment of £30,000 will be applied. This amount will remain the maximum total limit until the statutory maximum redundancy payment (based on the statutory maximum level of weekly pay) reaches £30,000.

From that date the maximum total limit on the amount of any redundancy pay will be determined by the prevailing statutory maximum level of weekly pay but will not be less than the statutory maximum redundancy payment (based on the statutory maximum level of weekly pay).

Local Authority Liaison Officer (LALO) Allowance

Instead of treating the Local Authority Liaison Officer (LALO) responsibilities as a separate job in its own right, continue to pay for the LALO role at £1000pa pro rata through a new allowance in addition to the employee's substantive position.

Special Educational Needs (SEN) Allowance

Special Educational Needs Allowance will continue to be paid at the current rate.

Laundry Allowance

The Laundry Allowance will be removed and will no longer be applied.

Noise Abatement Allowance

The Noise Abatement Allowance will be removed and will no longer be applied.

Tool Allowance

The Tool Allowance will be removed and will no longer be applied.

Dog Money Allowance

The Dog Money Allowance will be removed and will no longer be applied.

Phone Allowance

The Phone Allowance will be removed and will no longer be applied.

Split Duty Allowance

The Split Duty Allowance will be removed and will no longer be applied.

Annual Leave

A consequence of the JE and Grading Structure changes is that employees assimilating from spine point 22 or above to spine point 21 or below would lose 3 days annual leave (if less than 5 years service) or 2 days annual leave (if more than 5 years service).

Current employees affected on Implementation Date will have their current annual leave entitlement protected for as long as they remain in their current position. The protection will continue to apply if the employee is restructured into another position that is graded Grade 1, 2 or 3. This protection does not apply to new starters or existing employees otherwise moving into a Grade 1, 2 or 3 position on/after Implementation Date who will be subject to the annual leave provisions relevant to their spine point.

AMHP and BIA

The current local agreements which provide for 2 extra increments for social workers for accredited Approved Mental Health Practitioner (AMHP) and Best Interest Assessor (BIA) roles will continue to be paid.

Additional Payments

A variety of other allowances/payments are paid under this payroll element (including some that relate to Local Agreements).

Unless specified above, all such allowances/payments will be removed and will no longer be paid.

OTHER CHANGES RELATING TO TERMS AND CONDITIONS OF EMPLOYMENT

Contract of employment documentation

The Council will introduce new contract templates for all employee contracts of employment, including existing employees, to reflect changes included in this Agreement and any other changes necessary to update and simplify contract documents.

HR Policies

The Council will introduce new/revised HR policies to reflect changes included in this Agreement and any other changes necessary to simplify policy documents. The new/revised policies will be subject to normal consultation arrangements.

DRAFT

FORMAL ACCEPTANCE

The following signatories, as parties to this Agreement, agree in good faith to accept the contents of this Agreement on behalf of the Council and its employees.

On behalf of the Council

Signature
Name
Title
Date

On behalf of UNISON

Signature
Name
Title
Date

On behalf of GMB

Signature
Name
Title
Date

On behalf of UNITE

Signature
Name
Title
Date

On behalf of the Havering Teaching Unions

Signature
Name
Title
Date