



Bolsover District Council Pay Agreement

Proposals for Pay and Conditions of Service

For Craft & Associated Employees

November 2009
(Version 6)



SOCIAL INCLUSION



STRATEGIC ORGANISATIONAL
DEVELOPMENT

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1. Implementing Equal Pay

1.1 In 1997 the Joint National Council (JNC) introduced a new National Agreement for Craft & Associated Employees (The Red Book). This agreement replaced the terms and conditions of service in the Building and Civil Engineering, Engineering Craftsmen and Standing Conference for Electricians Agreements. Single Table Bargaining commenced from 1st April 1998, but the first impact on terms and conditions commenced on 1st April 1999, with the reduction to a 37 hour working week.

1.2 In 1999 the Council reached a local agreement with the trade union for the repairs and maintenance employees to remain on a 39 hour working week in exchange for 5 extra days leave. This local agreement also included a number of other local terms and conditions including all-inclusive salaries to replace pay and bonus. A multi-skilled tool allowance was also introduced in addition to the all-inclusive salaries. **It is proposed as part of this agreement to reduce the working week to 37 hours and remove the 5 extra days leave which were granted under the 1999 local agreement, as well as removing tool allowance and moving to providing tools for employees.**

1.3 The Red Book contains guiding principles in relation to pay and conditions of service which state:

'Pay and conditions of service, at both national and local level, should seek to ensure consistency, transparency and equality.'

Ensuring that equal pay and equal treatment initiatives are extended to casual, temporary, full-time and part-time staff.

The local authority's pay structure should comply with the 1984 Regulations on 'Equal Pay for Work of Equal Value'.

1.4 To be able to comply with these principles the Council has undertaken a desk top assessment of the knowledge, skills and demands of existing Red Book employees using the NJC Job Evaluation Scheme. The results of this assessment have been provided separately to each Repairs and Maintenance employee. Employees have a right of appeal should they feel that:

- The desktop evaluation has not taken into account the full duties and responsibilities of the job in determining the individual factor levels and therefore the total number of points for the job. The Appeal will be limited to specific factor levels, which the employee must identify and evidence in support of their Appeal. All factors will not be reviewed as part of the Appeal process.
- It is believed that an equivalent job is more highly graded and paid.

Details of appeal procedures and appeal registration forms will be enclosed with your job evaluation score notification letter.

- 1.5 A review of the 1999 Local Agreement and Part 3 of the Red Book (terms/conditions for local negotiation) is necessary to ensure compliance with the principles outlined in paragraph 1.3.
- 1.6 We have tried to make this package of proposals as easy to understand as possible. But it does cover a number of aspects of your terms and conditions of service, and so a detailed explanation of how it works has to include some technical expressions and phrases that may be new to you. We have included a list and explanation of some of the more common words and phrases used – you can find this on page 19. We hope this is helpful.
- 1.7 At the heart of the National Agreement is the principle of fairness and equality for all employees; equalising pay and conditions across the council that have existed for decades means that some jobs will be graded higher than before, some will be graded lower than before and some allowances will change or stop.
- 1.8 We recognise how difficult this will be for affected employees, so we have developed a salary protection scheme. Details of the salary protection scheme can be found on page 24.
- 1.9 A full Equal Pay Audit will be conducted in the autumn of 2009. The Council will investigate the validity of the identified claims and may make an offer of compensation to the individual employee(s) by using a standard procedure agreed by ACAS to settle such claims. The Council accepts that the Trade Unions will have to advise their members of their employment rights in relation to any offer made, and the Unions may support their members in taking equal pay claims.
- 1.10 Regular Equal Pay Audits will be carried out jointly between management and the trade unions and action plans produced.
- 1.11 This booklet aims to cover the key aspects of the potential agreement and what it means to you. It focuses on explaining:
 - Pay and grading structure
 - Incremental Progression
 - Market Supplements
 - Assimilation into the new pay structure
 - Protection
 - Implementation date and proposals for backdating
 - Proposed terms and conditions of service
 - Reimbursement of Expenditure
 - Flexible working
 - Process for future changes

This documentation is also available on the Council's Intranet site (ERIC). Your manager, trade union representative and human resources team will also have copies of this booklet and will be able to answer the questions you raise. As well as this booklet you will also receive information on your job evaluation result and the assimilation process. This information explains your new pay grade and spinal column point.

Signed on behalf of the Employer on this date

E. Watts
Leader of the Council

W. Lumley
Chief Executive Officer

Signed on behalf of UNITE/UNISON on this date

S. Sambrooks
UNITE

C. Hirst
UNISON

2. Pay and Grading Structure

2.1 Grading Structure Explanation

2.1.1 The chart (Appendix 1) illustrates the grading structure. The grading structure has 12 grades. The first two grades have fixed salary points. The remaining grades allow progression by steps (known as increments) within each grade. The grades are numbered from 1 (the lowest) to 12 (the highest). Down the left hand side of the chart are the figures showing the minimum and maximum points for each grade. For instance, grade 1 shows up to 300 points. This means if you have a job evaluation score up to and including 300 points you will be placed within this grade for your basic salary.

2.1.2 There will be no multi-graded posts. Movement to another grade means a move into a higher evaluated job.

2.1.3 Funding for the new pay structure has been made assuming that employees will progress through increments, and budgets will be adjusted to reflect this. **Any changes to jobs will need to be agreed with the Chief Executive Officer and re-evaluated prior to implementation of any changes. Any proposals which may result in a change in grade will need to be agreed by the Chief Executive Officer and Council where necessary.**

2.1.4 You can determine your hourly/weekly rate of pay as follows:

Hourly rate

Annual Salary \div 365 x 7 \div 37

In the above example an annual salary of £21,461 (top of grade 5) gives an hourly rate of £11.12.

This compares with the current national minimum wage rate for adults of £5.80 per hour (figure based on 1.10.09 rate).

2.1.5 If you are a part time employee you can determine your annual salary by dividing the full time annual salary by 37 and multiplying by your part time hours per week.

2.2 Incremental Progression

2.2.1 From the implementation date, with the exception of the first 2 grades, incremental progression will happen automatically – as it does now for some employees. If you are assimilated into the new grading structure below the top point of your new grade, incremental progression will commence 12 months from the implementation date and then every 12 months until the top of the grade is reached.

2.2.2 Recruitment will normally be to the first point of the grade, or in **exceptional circumstances** (as agreed with the Head of Human Resources/Payroll) will reflect a level commensurate with candidates existing skills and experience in the job.

2.2.3 From the introduction of this agreement, new recruits or existing employees who apply for and are appointed to a new post at a higher grade (including secondments), will receive an increment from the 1st of the month following completion of 12 month's service with the Council/from appointment to post. Following this future increments will be awarded automatically on the anniversary of the first increment until the top of the grade is reached.

2.3 Market Supplements

2.3.1 You have been placed in the new grading structure based on the evaluated score for your job. At certain times some types of jobs are very scarce either because of national shortages or high demand for certain skills. The consequence of this is recruitment and retention problems in the service. In these circumstances market supplements can be paid in order to attract good candidates.

2.3.2 Market supplements will be shown separately in the Contract of Employment and be subject to an annual review by Senior Management Team. Market supplements will be increased by the percentage increase agreed through the national pay award.

2.3.3 The full criteria for payment of market supplements are set out in the Recruitment and Retention (Market Supplements) Procedure, which can be found on the Intranet (ERIC).

2.4 Apprentices

2.4.1 Craft Apprentices will be paid the following percentage of the bottom of the qualified grade for their specialist trade.

Age at Entry	1 st Year	2 nd Year	3 rd Year	4 th Year
16	55%	70%	90%	95%
17	55%	80%	90%	95%
18+	80%	85%	90%	95%

3. Terms and Conditions

3.1 Changes to Allowances

3.1.1 Since the 1999 Local Agreement a small number of allowances have been stopped. These are:

- Priced Works Payments
- Standby
- Profit Share

As part of this agreement it is intended to remove the Team Leaders allowance, as this will not be required under the new mobile working arrangements.

3.1.2 Where allowances were paid these will not be part of the protection of earnings.

3.1.3 Allowances which have been changed and are not part of protection of earnings (see p10-11) are:

First Aid Allowance
Protective Clothing Allowance
Tool Allowance

As an alternative to payment of Tool Allowance the Council will instead purchase tools for each operative. Operatives may choose to use their own tools (except power tools) but no allowance will be paid for their use.

Each trade will be issued with a standard set of tools; these will be replaced when required with the old tools being returned.

The standard set of tools will be agreed between managers and operatives, this will be reviewed regularly.

3.1.4 For the avoidance of doubt any allowance not listed in 3.2 of this agreement will be considered and dealt with as part of a separate negotiation.

3.2 New Allowances and Allowances which are continuing:

3.2.1 Who is Eligible?

The new allowances which are listed below are currently in line with the Pay Agreement for Green Book employees, which was implemented on 1st April 2009. By implementing these for Red Book employees the new allowances will be applied to all eligible employees across the Council, except where specifically stated. If you are unsure whether or not you qualify – ask a member of the Human Resources Team.

3.2.2 Saturday and Sunday Working

If weekend working is part of the normal working week (that is regular rostered weekend working) then no additional allowance will be paid.

For all other employees on SCP16 or below, where required by their Head of Service to work on a Saturday/Sunday (excluding home working), you will receive payment for all hours worked in accordance with paragraph 3.2.4 (Overtime).

This allowance is not payable to employees on SCP17 or over.

3.2.3 Bank Holiday Working

Any employee rostered to work on a bank holiday will be paid, in addition to their normal pay for that day, payment at plain time rate for all hours worked. For the purposes of this agreement the following are designated bank holidays:

New Years Day
Good Friday
Easter Monday
May Day
Spring Bank Holiday Monday
August Bank Holiday Monday
Christmas Day
Boxing Day

Additional annual leave will be granted as follows:

Less than half normal hours worked – half day
More than half normal hours worked – full day

3.2.4 Overtime

When requested by your manager, and once the full time hours have been completed, i.e. 37 hours, employees may receive overtime payments.

Overtime is not guaranteed.

For employees conditioned to the Council's Flexi Time Scheme for Repairs and Maintenance, overtime will be subject to the following conditions:

- It must be pre-programmed and pre-authorized by their Manager
- A budget must exist to pay for the overtime
- 37 hours must have been worked in each week that overtime is payable
- When 37 hours have been worked and an employee's flexi balance is in credit there will be the opportunity to earn overtime, at basic pay, for hours worked between Monday to Friday 7.00 a.m. to 8.00 a.m. and 6 p.m. to 7 p.m. Alternatively this time could be credited to their flexi balance as per the Council's Flexi Time Scheme
- Any other credit hours between Monday to Friday 8 a.m. and 6 p.m. must be added to the flexi balance up to and including 15 hours credit

- Where an employee's flexi balance is above 15 hours then overtime will be paid at time and half of basic pay on all additional hours worked regardless of the time of day
- For overtime worked outside these hours the following rates will apply:

Monday to Saturday	Time and half of basic pay
Sunday	Double time

For employees on or above SCP17 enhanced rates will not be paid. In normal circumstances these employees are expected to accrue and bank approved additional hours as time off in lieu. Managers have a responsibility under health and safety legislation to ensure that excessive hours are not worked and that accumulated TOIL is taken on a regular basis.

In exceptional circumstances Senior Management Team may agree that overtime at plain time rates may be paid, to employees on SCP17-36, in order to clear backlogs, catch up on projects, or specialised business requirements, subject to the expenditure being contained within existing budgets.

Overtime payments are full settlement and are not enhanced by any other allowance.

3.2.5 First Aid Allowance

Voluntary first aiders will receive a monthly payment of £8.41 per month, with pro rata payments to part timers.

Payments will be suspended following three months of continuous sickness absence or maternity/paternity leave and will recommence upon an employee's return to work.

3.2.6 Call Out/Disturbance Allowance

All employees on SCP1-36, called out to deal with emergency situations 'out of hours', will be paid a plain time hourly rate based on SCP16 for time taken to deal with the emergency, including travelling time to/from the location.

Employees required to deal with an emergency over the telephone will receive the above payment where they have spent a considerable time on the telephone and carrying out the necessary action(s). A considerable time is defined as a minimum of one hour.

3.2.7 Enhancements in lieu of annual leave

Where part time employees/casual employees are required to work ad hoc hours over and above their contractual hours, they will receive the following enhancements on the hourly rate in lieu of annual leave:

Less than 5 years service	12%
5 years service or over	14%

Any hours worked in excess of 37 hours will not attract this enhancement.

This payment will be shown separately in your contract of employment and on your pay slip. It does not offset your entitlement to take annual leave and managers must ensure that a minimum of 25 days annual/concessionary leave (excluding bank holidays) is taken by every employee (pro rata for part timers).

During periods of annual leave employees will be paid in accordance with their contractual hours.

3.2.8 Protective Clothing Allowance

Protective clothing will be issued via the Stores service, and the previous monetary value limit of £90 will be removed.

New employees will be issued with a standard set of protective clothing, including safety boots, which will be replaced as and when required with the old clothing being returned before new clothing can be issued.

4. Reimbursement of Expenditure

4.1 Meal Allowances

- 4.1.1 Reimbursement of expenditure for meals (subsistence) will not be paid.
- 4.1.2 Exceptionally, where attendance at a seminar or similar does not include the provision of meals, reimbursement of reasonable expenses, subject to submission of receipts, may be made subject to the prior approval of the appropriate Head of Service/Director.
- 4.1.3 No reimbursement of expenditure is payable for employees attending qualification training courses.

4.2 Overnight Accommodation

- 4.2.1 For employees, overnight accommodation is currently booked through HR as part of the training and seminar booking procedure. There is no current limit on overnight accommodation, but the Manager who signs the booking form must ensure that the expenditure is reasonable.
- 4.2.2 Overnight accommodation connected with a seminar/training event must be booked through HR as part of the Learning & Development Procedure.
- 4.2.3 In exceptional circumstances, where the Council is not being invoiced directly by the hotel, payment of expenditure will be in arrears, subject to the prior approval of the appropriate Head of Service/Director and subject to submission of receipts. The expenses should be deemed to be reasonable in the circumstances.

4.3 Car Parking

- 4.3.1 Fees will be paid at actual costs but they must be supported by receipts.

4.4 Travel Fares

- 4.4.1 In determining the mode of transport to be used for business journeys, employees must take into account economic and environmental issues.
- 4.4.2 The rate for public transport should not exceed the ordinary fare, or in the case of rail travel, the second class fare rate. In exceptional circumstances, first class rail fare may be permitted with the prior approval of the appropriate Director. Receipts and/or tickets must support all retrospective claims for travel fares.
- 4.4.3 Claims for car mileage should be made in accordance with the nationally agreed scheme.
- 4.4.4 Reimbursement of expenditure will not be paid in relation to mileage incurred in relation to qualification training courses.

4.5 Special Licences

- 4.5.1 The cost of renewing an LGV, PSV or other licence which is required as part of the employee's duties can be reclaimed.

4.6 Medical Expenses

- 4.6.1 Medical expenses incurred in connection with employment will be made in accordance with the relevant Council Policy, e.g. Safety Glasses, Eye Tests.

4.7 Change in Place of Work

- 4.7.1 Whilst employees may be based at one place of work, they can be required to work at any location within the District. Where an employee is required to relocate to a different location within the District **no payment** will be made in terms of additional costs relating to travel or additional travel time.

5. Other Terms and Conditions

5.1 Introduction

5.1.1 As well as a new pay structure, these proposals also cover other important parts of your working life. These aim to make sure that all employees are treated fairly across the organisation.

5.2 Acting up arrangements

5.2.1 The Council recognises its responsibility in providing employee learning and development opportunities and our approach is set out in the Council's Learning and Development Policy, which is available on the Intranet (ERIC).

5.2.2 Part of this development is acting up to cover the absence of higher graded employees for periods of up to one month. For acting up for a period of one month or over (e.g. maternity leave) the first point of the relevant grade will normally be paid, (a minimum of two increments above the employees current rate), and this will be retrospectively backdated to the date the acting up commenced. Please note that as this agreement will move Red Book employees from fixed points to incremental rates they will not receive a change of rate for acting-up for periods less than one month.

5.2.3 Where acting up involves the sharing of duties between two/three employees, or only part of the duties of the higher graded post are being undertaken, the Head of Service can seek the approval of their Director to determine the amount of the increase based on the percentage of duties covered.

5.2.4 Where the 'acting up' payment can be contained within current budgets, approval can be given by the Director. If the additional expenditure cannot be contained within budgets, approval of the Chief Executive Officer is required.

5.3 Annual leave

5.3.1 Annual Leave for full time employees is set out in the table below. Entitlements for part-timers will be pro rata. The leave year runs from 1st April to 31st March.

Below 5 years service	Above 5 years service
*22 days + 3 concessionary days	*27 days + 3 concessionary days

* The 3 Concessionary Days referred to above are the 3 days between Christmas and New Year. For employees who are required to work between Christmas and New Year their total annual leave entitlement will be 25/30 days with no concessionary days.

- 5.3.2 All employees are entitled, in addition to the above, to half a day of leave on Christmas Eve or the last working day before Christmas Eve (pro rata for part timers). The half-day will only be granted to those employees who are rostered to work on this day.
- 5.3.3 If an employee is required to provide emergency cover on Christmas Eve or the last working day before Christmas Eve a half-day will be added to their annual leave.
- 5.3.4 If you do not take your full entitlement of annual leave you cannot carry it over to the next year or get paid for the leave unless the Council has prevented you from taking the annual leave. If this is the case you can carry over up to five days. Managers will make sure that employees get proper breaks by monitoring annual leave.

5.4 Public holidays

- 5.4.1 The Council will be closed on the following eight days, so these will be counted as public holidays and a day off for most employees.

Good Friday
Easter Monday
May Day Monday
Spring Bank Holiday Monday
August Bank Holiday Monday
Christmas Day
Boxing Day
New Year's Day

- 5.4.2 Bank holiday enhanced payments will continue to apply to all of these days (see 3.2.4).
- 5.4.3 The three extra statutory days known as Easter Tuesday, Spring Bank Holiday Tuesday and August Bank Holiday Tuesday, have been transferred to make up two of the concessionary days referred to in paragraph 5.3.1, the third concessionary day being the day following Boxing Day. The third Tuesday has been transferred to annual leave to increase your entitlement from 21/26 days to 22/27 days. This means that the Repairs and Maintenance service will be provided to customers on the above three Tuesdays.

6. Future Changes

Any changes agreed at a National Level in respect of Part 2 of the Red Book will automatically amend this agreement.

6.1 Local Changes to Terms and Conditions

- 6.1.1 Managers and Trade Unions wishing to have new arrangements considered must submit proposals to the Human Resources Team for a full equality impact assessment to be made of the implications of any proposal for the whole workforce.

6.2 Grading Review Procedure

- 6.2.1 The Grading Review Procedure and associated forms are available on the Intranet (ERIC) or from Human Resources or the Depot Admin Team upon request. Should additional duties and responsibilities be assigned to their job employees can use this procedure from implementation of this pay agreement.
- 6.2.2 Managers must ensure before assigning additional duties and responsibilities to a job, that any resulting increase in salary can be contained within existing budgets (subject to Financial Regulations). This excludes employees required to 'Act Up' in the absence of a higher graded employee (see paragraph 5.2).
- 6.2.3 Where duties are transferring between departments, Directors and Heads of Service from both departments must be involved in implementing the Grading Review Procedure in the interests of fairness and transparency.
- 6.2.4 Any changes will be evaluated jointly by HR and a Trade Union Representative. If the changes potentially affect the grade this will be brought to the attention of Senior Management Team, following which any agreed changes will be implemented for a trial period of six months from the change to enable the actual impact to be evaluated. Where the trial period demonstrates the change has resulted in a move to a higher grade, the Chief Executive Officer will authorise the change in the establishment and extra expenditure incurred up to a limit of £3,000 basic salary per annum, per employee under his delegated powers.

7. Flexible Working Arrangements

7.1 Work Life Balance

- 7.1.1 Subject to service requirements and fair team working, people can adapt their working patterns to suit their personal needs and that the organisation can offer the kind of service improvements that customers increasingly demand. Flexible working covers a wide range of issues. Some of these are covered by government legislation – the flexibility we offer to new parents, for example. Others have been developed over years to help our employees develop their career and get the right work/life balance that helps create an efficient and motivated workforce.
- 7.1.2 The Work Life Balance Policy has a range of working patterns that ensure that work life balance can be addressed in a variety of ways. To make a request for some statutory aspects of flexible working you must have worked for the Council for 26 weeks continuously. (Information on this is available from the Human Resources Team)
- 7.1.3 Repairs and Maintenance employees will be conditioned to the Council's flexi-time scheme which averages your working hours over 1 month and covers 12 hours of the day (between 7.00 am and 7.00 p.m.). There are no core times within the scheme when employees must be at work, but the needs of the service will determine staffing levels during the main part of the day, i.e. between 9.00 a.m. and 5.00 p.m. An employee who accrues excess hours can take time off up to 2 days per month. The full flexitime scheme is available on the Intranet (ERIC) or from Human Resources or the Depot Admin Team upon request.

7.2 What flexible working means

- 7.2.1 The Council has in place an extensive Work Life Balance Policy which provides the right for employees to request variations to their working patterns. These are detailed below:
- 7.2.2 **Annualised hours** will see your hours defined on an annual or seasonal basis and may be very different over a year. Annualised hours are usually applied to a whole work group and may be introduced initially on a temporary trial basis. The average of annualised hours will be 37 hours per week (pro rata for part time employees). The evaluated annual salary will be paid as 12 equal monthly payments and not vary with changing hours. Annualised working agreements are reached at service level in consultation with the recognised trade unions.
- 7.2.3 **Voluntarily reduced hours working** means you can work reduced or variable hours on an agreed short term and temporary basis. Salary will be paid pro-rata for the agreed period.

- 7.2.4 **Team/self-determined rotas** give teams the opportunity to propose the patterns they want to work outside of formal shift arrangements. Any arrangements (including mutually agreed shift swaps) will only be approved if service needs are met or improved.
- 7.2.5 **Working compressed weeks/fortnights** are where the same weekly basic hours are worked over, for example, four and half days or nine days out of ten. This is useful for services where there are longer working days and for employees who get the opportunity to take a longer weekend. This allows the possibility of an evening or Saturday morning service to be offered to customers.
- 7.2.6 **Job share.** If you share a full time post with another employee you will usually work half the week each, but other proportional arrangements may apply. You may also be required to provide cover in the absence of your job share partner.
- 7.2.7 **Unpaid Career breaks.** You can take a career break for up to five years. This gives you the opportunity of returning to the Council without having to apply for a new job instead you will be offered suitable jobs (as they become available) on the grade you were on when you took the break for a period of up to 12 months. If you are on a career break you will not have a contract of employment except during periods of training or work experience, at least two paid weeks per year to update your knowledge and provide holiday cover for some teams.
- 7.2.8 Any requests from an employee to vary their working pattern must be made on the Flexible Working Requests form in the Work-Life Balance Toolkit – Guidance for Managers and Employees on the Intranet (ERIC) or from Human Resources or the Depot Admin. Team upon request.

7.3 Legislation covering flexible working

- 7.3.1 The Employment Act 2002 gives qualifying employees the right to request flexible working to care for a child, or vulnerable adult, although employers can refuse this request on business grounds.
- 7.3.2 If flexible working arrangements are agreed between yourself and your Head of Service it normally means a permanent change to your substantive terms and conditions of employment. You do not have a contractual right to revert back to former work patterns if your circumstances change, although you may be able to mutually agree to return to former work patterns. If flexible working arrangements reduce your normal working hours, this will affect your local government pension entitlements.

7.4 Compassionate Leave (leave for other dependants)

- 7.4.1 The Council has a compassionate leave scheme to support employees facing personal or family problems. Further details are available on the Intranet (ERIC) under Leave Guidelines or from the Human Resources Team or Depot Admin Team.

8. Glossary of useful terms

Acting-Up

- When an employee formally covers the job, or part of the job, of a higher graded employee

Assimilation

- The means by which a job holder moves from the old pay structure to the new pay structure when their current earnings are rounded up to meet the nearest spinal column point in the new grade

Annual/basic salary

- The total earnings for the year made up of basic pay (excluding any allowances received). This is usually divided by 12 to arrive at the monthly salary

Grade

- A grade may contain one fixed point or a range of spinal column points which define the maximum and minimum pay for the grade

Grading structure

- The relationship of pay grades to job evaluation scores which define the spinal column points for each grade

Increment

- The step in earnings between one spinal column point and the next

Job

- A range of tasks, activities and responsibilities defined in the job evaluation scheme, which is undertaken by one or more job holders

Job evaluation

- The process by which the different requirements within a job are given a points value according to a set of common factors

Job evaluation scheme

- The description of the factors and levels, which determine the job evaluation score.

Job holder

- An employee or number of employees occupying a job evaluated as the same job

LGPS (Local Government Pension Scheme) (Superannuation)

- This is the body which manages the pension scheme for all local authority workers (excluding teachers)

Market supplements

- An additional level of earnings usually paid for a particular job in the Council in order to recruit and retain certain skills. Market Supplements will be reviewed annually by Senior Management Team. They are not consolidated into basic pay, and are shown separately in the contract of employment

Normal pay

- The combination of annual salary and regular allowances which are paid through periods of holidays, sickness and other forms of leave

Pay spine

- The list of annual salaries which make up the grades for the pay structure, there are 39 spinal column points on the pay spine each of which represents one increment

Plain time rate

- Plain time rate is the basic hourly rate for the job

Post

- Each job holder occupies a post within the same job, e.g. the job of Electrician is currently occupied by 5 Electricians

Pro-rata

- A proportion of the full time salary or working hours

Recruitment/Retention

- The purpose of any pay scheme is for an employer to be able to recruit and retain the people able to do the jobs required by the organisation

Red Book

- The JNC National Agreement on Pay and Conditions of Service. This incorporates key national provisions as well as those subject to local negotiation

Roster/rota

- The plan for how working hours over a period of time (day/week/month) are to be covered by employees

Spinal Column Point (SCP)

- The pay spine is divided up into money values, each of which is called a spinal column point. There are 39 spinal column points on the new pay spine

Shifts

- Are the periods of time, over 24 hours, during which the service must be provided

Skills

- Techniques gained from knowledge, learning and experience, which enable the job holder to meet the requirements of the job in the most efficient and effective way

Working Time Regulations

- These are the rules, which the Government sets, which limit the amount of work people, can do, with minimum levels for holidays and rest breaks for the health and safety of employees. Information is available from the Human Resources Team

9. Useful contacts

You may have a number of queries or concerns about the changes outlined in this agreement. There are a number of ways you can talk to someone who will be able to give you help and advice on a variety of single status issues.

A dedicated part of the Council's Intranet site includes all documentation around job evaluation and single status,

- You can contact your line manager in the usual way
- You can also ring the Human Resources hotlines:
- Telephone: 01246 242430, 01246 242496 and 01246 242411

These lines are staffed by Human Resources Officers who will try and help you with your query.

You can also contact a representative of UNITE on the following numbers:-

Steve Sambrooks on 07788 505953

Chris Dodsworth on 07766 425294 or 01246 593028

10. Conclusion

This booklet has been designed to give as much explanation as possible about the implications of the new pay arrangements. Inevitably it is difficult in a single communication to cover everyone's situation so please ask for help or advice from one of the contact possibilities above.

Thank you for your co-operation

Wes Lumley
Chief Executive
Bolsover District Council

APPENDIX ONE

GRADING STRUCTURE

Points From	To	Grade	Spinal Column Points	Salary points within each grade
-	Up to 300	1	1	12,353
301	344	2	2	13,669
345	388	3	3	15,756
			4	15,988
			5	16,516
389	432	4	6	17,259
			7	18,036
			8	18,848
433	476	5	9	19,470
			10	20,112
			11	20,776
			12	21,461
477	520	6	13	22,212
			14	22,990
			15	23,795
			16	24,627
521	564	7	17	25,366
			18	26,127
			19	26,910
			20	27,718
565	608	8	21	28,938
			22	30,211
			23	31,540
			24	32,928
609	652	9	25	34,097
			26	35,308
			27	36,561
			28	37,859
653	696	10	29	38,616
			30	39,388
			31	40,176
			32	40,980
697	740	11	33	41,697
			34	42,426
			35	43,168
			36	43,924
741+	-	12	37	44,834
			38	45,744
			39	46,653

IMPLEMENTATION SCHEDULE

1. Moving into the New Pay Structure

1.1 Introduction

1.1.1 The new pay structure will be introduced for all Red Book employees. It will be simpler and fairer across the organisation and aims to standardise a variety of different pay arrangements. In this section you will find a detailed explanation of what this will mean for you.

1.1.2 Your points and new grade means you should be able to work out where you are on the new grading structure and what this means for you financially. As you have an outstanding appeal right, following which a final consistency check will take place, your points and new grade may change.

2.1 Assimilation within the Grade

2.2.1 The method for moving employees onto the new grading structure is called 'assimilation'. In determining the method of assimilation to be used we have sought to ensure the effect upon employees adversely affected by the results will be minimised.

2.2.2 There are three broad possibilities that arise through assimilation based on the employee's job evaluation score.

2.2.3 For the purposes of illustration, Grade 5 is between 433-476 points, with a salary range of £19,470 to £21,461, with two spinal column points between the top and the bottom of the grade at £20,112 and £20,776 respectively, the following situations could occur:

- If an employee has been scored between 433-476 points but their previous salary was less than the bottom of the new grade, say £17,000, they would move onto the bottom of the new grade with a new salary of £19,470 and rise, by annual increments, to the top of the grade £21,461.
- If an employee is adversely affected they will be assimilated in a slightly different way. They may have between 433-476 points but currently receive a salary of £22,000. To minimise the impact upon them they will receive a salary equivalent to the top of the grade, i.e. £21,461.
- If an employee with between 433-476 points currently receives £19,700 they will be assimilated to the next highest increment, i.e. £20,112.

In determining the nearest spinal column point for assimilation purposes, tool allowance has been included in the current salary.

- 2.2.4 Where your new salary is higher than your current salary you will receive this new salary backdated for 12 months prior to the implementation date at the salary stated on the Grading Chart (Appendix 1).
- 2.2.5 From the implementation date (proposed to be 1st April 2010) you will receive this new salary plus the national pay award for 2010/11.
- 2.2.6 You will then receive your first increment (where applicable) 12 months after the implementation date.

3.1 Protection of Earnings

- 3.1.1 If your total earnings on the new grade are lower than what you receive at the moment, this may seem unfair. The reason for this is that for the first time all jobs across the Council have been evaluated on a consistent basis. The change to the pay and grading system is not; in anyway, a reflection on your individual performance and you should not feel that the work you do is not an important part of the Council's services. It is the effect of the implementation of equal pay that some salaries, move up and some move down. This is why an agreement on protection is a fundamental part of this Local Agreement.
- 3.1.2 If your job is one of those which have been graded at a lower level than before, then this scheme will protect your current earnings for 1 year, from the date of implementation, at their current level (excluding 2010/11 National Pay Award). Once pay protection ends, you will be placed at the top spinal column point of your new grade.

4.1 Multi-skilling

The Council is currently moving towards mobile working for the repairs and maintenance service. In view of this the Council needs to ensure that all employees are working to the same standard in terms of other trades. This change will also require employees to use new technology, e.g. PDA's.

If you are a Plumber, Joiner, Bricklayer or Painter, you will be paid at the top of Grade 5, and during the protection period you will be provided with an opportunity to obtain a NVQ Level 2 in Multi-Skilling.

If you attain this qualification during the pay protection period, i.e. by 31st March 2011, you will move to the bottom of Grade 6. Because this training will have to be undertaken in 'phases' throughout 2010/11, to ensure there is no detriment to those employees in the later 'phases', upon attainment of this qualification the movement to the bottom of Grade 6 will be backdated to 1st April 2010 for all employees who obtain this qualification before 31st March 2011.

Incremental progression will then occur 12 months later.

For employees who attain the qualification after 31st March 2011, you will be paid at the top of Grade 5. The move to the bottom of Grade 6 will take effect from the 1st of the month following notification of attainment.

4.2 Pensions and Retirement

- 4.2.1 Where an employee receives an increase in salary this will result in an increase in their pension due to the fact that the Local Government Pension Scheme is a final salary scheme. Any increase in salary will also lead to an increase in pension contributions where the increase moves the employee to the next contribution banding. Details of the pension contribution bandings are available on the Intranet.
- 4.2.2 For those employees adversely affected by the implementation of the new grading structure, they can choose to have their benefits calculated based on the average of the best three consecutive years pay in the last 10 years service (ending 31 March). This will ensure that those closest to retirement will not have their pension affected by the implementation of the proposed grading structure.

4.3 Annual Leave

- 4.3.1 Paragraph 5.3.1 of the Pay Agreement sets out the revised annual leave entitlement and the amendment of the leave year from January-December to April to March. To prevent any difficulties in the first year of implementation employees will be given the following 15 month leave entitlement from 1st January 2010 to 31st March 2011.

Below 5 years service	Above 5 years service
*28 days + 3 concessionary days	*34 days + 3 concessionary days

* The 3 Concessionary Days referred to above are the 3 days between Christmas and New Year. For employees who are required to work between Christmas and New Year their total annual leave entitlement will be 31/37 days with no concessionary days.

The above entitlements exclude any Public Holidays which will be granted as they fall within the 15 month period.