

SINGLE STATUS / PAY STRUCTURE COLLECTIVE AGREEMENT

DECEMBER 2011



SINGLE STATUS / PAY STRUCTURE

COLLECTIVE AGREEMENT

1. PURPOSE

This document sets out the terms of a collective agreement between the Vale of Glamorgan Council and its recognised trade unions; UNISON, GMB and UNITE. The agreement covers terms relating to the outcomes of a job evaluation exercise and the implementation of a new pay and grading structure.

2. SCOPE

The collective agreement applies to all Vale of Glamorgan Council employees who are employed under the terms and conditions of the National Joint Council for Local Government Services (the "Green Book"). The terms set out in this agreement will supercede the existing pay and grading arrangements for such employees unless stated otherwise. All other terms and conditions remain unchanged.

3. PRINCIPLES AND OBJECTIVES

A number of important principles have been used in the design of the new pay structure following the completion of the job evaluation exercise. These principles have included the need for a structure which:-

- Is based on the principle of equal pay for equal work and the notion of single status between former manual and APT&C workers
- Is based on the outcomes of a job evaluation process undertaken in partnership with the signatory parties to this agreement and using the Greater London Council Scheme (GLPC).
- Helps to ensure a consistent approach to the remuneration of staff, both in terms of basic pay and the payment of additional allowances.
- Is simple, easy to understand and supports an "inclusive" approach to pay
- Underpins service delivery and helps to protect existing services.
- Recognises pay progression within occupational groups and grades
- Is workable in terms of maintaining appropriate hierarchies and differentials.
- Helps to maintain good employee relations, as far as possible, by balancing the number of those who "gain" with those that may be adversely affected.
- Is affordable in the context of increasing budget pressures within the Council.

4. IMPLEMENTATION DATE

On the basis of this collective agreement the revised terms and conditions set out in this document will be implemented on the 1st March 2012.

5. PROPOSED PAY STRUCTURE

The proposed new pay structure is as set out in table 1 below.

TABLE 1

Grade	Job Evaluation Score		SCP Range		Minimum Salary	Maximum Salary
A		249	4	6	12,145	12,489
B	250	289	6	9	12,489	13,589
C	290	326	9	13	13,589	15,444
D	327	357	13	17	15,444	16,830
E	358	400	17	21	16,830	19,126
F	401	444	21	26	19,126	22,221
G	445	481	26	31	22,221	26,276
H	482	527	31	36	26,276	30,011
I	528	577	36	41	30,011	34,549
J	578	627	41	45	34,549	38,042
K	628		45	49	38,042	41,616

The key features of the new pay structure are summarised below. The structure:-

- Is made up of 11 grades replacing the current 6 manual worker grades, the 6 clerical/admin grades (scales 1-6), the 2 senior officer grades and the 6 Principal Officer grades (or combinations thereof).
- Uses the same spinal column points (ranging from 4-49) as those currently nationally negotiated.
- Provides for incremental progression within all grades subject to satisfactory performance.
- Provides for an “all inclusive” approach to pay absorbing many of the additional allowances paid as part of the existing pay structure
- Moves away from the current practice of linking pay grades (for example, grades such as Scale 3/4 and PO1/2).

6. HARMONISATION OF TERMS AND CONDITIONS

A key part of the single status exercise has been the need to review many of the allowances that are part of the current pay arrangements. The revisions set out in this agreement have been formulated in accordance with the need to:-

- Ensure the fair, transparent and consistent application of allowances
- Reduce/streamline the number of allowances and support a more “inclusive” approach to pay
- Recognise the changing demands on services and the need for a more flexible approach to meet client expectations

In accordance with the above the following changes will be made to key terms and conditions with effect from the 1st March 2012.

7. UNSOCIAL WORKING ALLOWANCES

(i) *Weekends/Nights/Evenings/Bank holidays*

From the 1st March 2012 payments for employees who are required to work at weekends, evenings, nights and bank holidays will be made in accordance with the atypical working map as set out in Appendix 1 and the payments outlined in table 2 below. This will supercede all existing payments for such work.

TABLE 2

	WORKING PATTERN			PAYMENT KEY	
	Monday to Friday	Saturday	Sunday and Statutory Holidays	Zone	Payment
12.00am - 06.00am	Zone 2	Zone 4	Zone 6	1	Plain Time
06.00am - 10.00 pm	Zone 1	Zone 3	Zone 5	2	Time and 1/3
10.00pm - 12.00am	Zone 2	Zone 4	Zone 6	3	Time and ¼
				4	Time and ½
				5	Time and ½
				6	Time and ¾

(ii) *Overtime*

All employees who are authorised by their manager to work additional hours beyond the 37 working week (or beyond their contractual working pattern) are entitled to receive enhancements in accordance with the above table. An agreed protocol for overtime working is set out in Appendix 2

(iii) *Standby and Call-out Payments*

Payments for employees who are required to be on standby will be paid in accordance with standardised scheme as set out in Appendix 3.

(iv) *Shift Payments*

Shift payments for working rotating, alternating and split shifts will cease to be paid with effect from 1st March 2012. Irregular and unsocial hours payments will be paid in accordance with the table set out in table 2 above.

(v) School Lettings Allowances

The payment conditions relating to overtime (see ii above) will also apply to school lettings arrangements (where lettings are undertaken outside of contracted hours). No separate allowance will apply.

(vi) Building Maintenance Inspection Rates

The payment conditions relate to out of hours/emergency inspections (outside of contracted hours). As part of this collective agreement such payments will be made as part of the standby and call out arrangements (see iii above). No separate allowance will apply.

(vii) Sleeping in Duties

Employees who are required to sleep in on the premises will be paid a fixed national rate allowance per night (currently £32.94). This allowance covers the requirement to sleep in and up to 30 minutes call out per night, after which overtime rates will apply as set out as in ii/ above.

8. OTHER ALLOWANCES

As part of the new pay and grading structure a number of allowances will be deleted on the basis that they have been reflected in the overall job evaluation process or that they may not be applied consistently across the Council. This includes the following: -

- Laundry Allowance
- Retainer Payments
- Boiler Allowances
- Bonus/Productivity Schemes
- Qualification Allowances
- Responsibility/Supervisory Rates

A full list of deleted, retained and changed allowances is set out in Appendix 7. Any allowances which do not appear on the list will be not paid as part of the new pay and grading structure.

9. BANK HOLIDAYS AND ANNUAL LEAVE

As part of the new single status agreement the 4 extra statutory days will be removed from the calendar (as from 1st April 2012) and added to the basic leave entitlement for all employees.

10. PAYMENTS FOR ADDITIONAL DUTIES

Payments for employees who are asked to undertake part of or all of the duties of a higher-level post will be paid in accordance with the revised "Acting Up" and Honorarium scheme as set out in Appendix 4 and 5 of this agreement. All existing honoraria and acting up arrangements will be reviewed prior to the implementation of the new pay and grading structure.

11. TIED HOUSING

As part of this agreement the current tied accommodation arrangements throughout the Council will be reviewed to ensure consistency and equity of future provision. Such a review will be concluded prior to 31st March 2012.

12. TELEPHONE ALLOWANCE

As part of this agreement the arrangements for the payment of telephone allowances will be reviewed to ensure consistency and to consider alternative arrangements (i.e. the provision of mobile telephones).

13. ASSIMILATION TO THE NEW PAY STRUCTURE

A. CALCULATION OF ASSIMILATION PAY

As part of the agreement employees will be assimilated to the new pay structure on the basis of the calculation of their assimilated pay value. This will determine where an employee will be transferred to on the new pay structure. In most cases this will simply be the employee's current basic pay.

For some employees the assimilation pay value will also include an amount to reflect the value of any fixed and contractual allowances that will be lost as a result of the new proposals (see table 3)

TABLE 3

Calculation Date	Scale Point	Salary	Assessed Payment to reflect lost allowances	Assimilation Pay
29 th February 2012	SCP 13	£15,444	£500	£15,944

The current scale point will be that point which the employee will have been due to be paid immediately before the implementation of the new pay structure.

The assessed allowances payment will reflect the net value of those allowances which are considered to be a fixed/contractual part of an employees pay but will not be paid as part of the new pay structure. This will include the following:-

- Retainer payments
- Laundry allowance
- Boiler allowance
- Qualification allowance
- Supervisory/Chargehand allowances
- Responsibility allowances
- Bonus/Productivity allowances
- Payments for Evenings as part of the normal working week
- The reduced enhancements for Saturday, Sunday, Night and Bank Holiday working (paid as part of the normal working week).

B. ASSIMILATION PRINCIPLES

Assimilation to the new pay structure will be subject to the following principles: -

- Employees will be assimilated to the bottom of the new JE grade where their assimilation pay is below that prescribed by the evaluation process (gainers). Such employees will then progress through the incremental range until the maximum of the new pay grade is reached.
- Employees will be assimilated within the new JE grade at the point of their assimilation pay where that amount is within the range of the new grade (neutrals). Assimilation will be to the next nearest/highest point within the new JE grade where the assimilation pay includes an element of lost contractual/fixed allowances. Such employees will then progress through the incremental range until the maximum of the new pay grade is reached.
- Employees will be assimilated to the top of the new grade where their current assimilation pay is higher than that prescribed by the evaluation process. The difference between the assimilation pay and the top of the new pay grade will be subject to support/hardship arrangements for one year from the date of implementation (see Support/Hardship arrangements below).

All currently employed staff (i.e. employed with the Council at the point of implementation) will be assimilated to a salary point no lower than Spinal Column Point 5 (currently £12,312)

14. IMPLEMENTATION/COMPENSATION ARRANGEMENTS

The new pay structure and related arrangements will be implemented through a collective agreement with effect from 1st March 2012.

Employees who gain a salary increase from the assimilation process will be entitled to a 12 month compensation payment based on the difference between their current assimilation pay (on the day before implementation) and their new pay point on the new pay grade.

Employees in receipt of such compensation will be expected to sign a legal agreement compromising any claims relating to the outcome of the single status agreement.

15. REVIEW CLAUSE –ADVERSELY AFFECTED EMPLOYEES

The Council believe that it is important to safeguard and support those employees who will be adversely affected through assimilation to the new pay structure and will put in place the following arrangements: -

- Consideration of the use of the market forces policy where there are recruitment and retention problems resulting from the implementation of the new pay structure.

- Consideration of job redesign/job enrichment opportunities where appropriate (for example in the development of broader/ more flexible “job family” type job roles).
- Consideration of appropriate training opportunities to support the movement between roles within the same job family.
- The provision of full redeployment opportunities for all employees who are adversely affected by the new pay structure. This will mean that all such employees will be given “prior consideration” for vacant posts, time off to attend interviews and general redeployment support/advice.
- The provision of “hardship” payments to help cushion any reduction in salary as a result of the new structure (subject to the signing of an appropriate legal agreement)
- The prioritisation of appeals and job evaluation review applications from those employees who are adversely affected
- Signposting arrangements for financial support/assistance.

All efforts will be made to pursue the above measures within the period covered by the hardship payments in order to seek to minimise the adverse effects of the new pay structure. It is proposed that the above measures are pursued in consultation with the trade unions and in accordance with an agreed work programme. An amount of £100,000 will be put aside to support the review process and contribute to the outcomes of that process.

As indicated above, hardship/support arrangements will be offered to employees for a period of 12 months from the date of implementation of the new single status agreement. The hardship payment will be based on the difference between the assimilation salary and the top of the new pay grade for the employee concerned.

The support/hardship arrangements are aimed at supporting all employees who suffer financial detriment as a result of assimilation to the new pay structure. It is not in place to protect and therefore continue to pay over the job evaluated rate for the job.

Employees in receipt of support/hardship payments will be expected to sign a legal agreement compromising any claims relating to the outcome of the single status agreement.

16. APPEALS PROCEDURE

Employees will be able to appeal the outcome of the job evaluation exercise if they have concerns about the outcomes of the job evaluation process either in terms of the application of the scheme, the job evaluation score or the assimilation arrangements. A copy the scheme is attached at Appendix 6.

17. EQUAL PAY CLAIMS

An important part of the single status agreement will be the consideration of settlement options in relation to equal pay claims. Such consideration will be undertaken in consultation with the Green Book trade unions, subject to appropriate legal advice and undertaken on a “without prejudice” basis.

18. WIDER ISSUES – WORKFORCE PLANNING

As part of this agreement the Council will undertake to investigate areas of potential gender segregation and formulate and pursue plans for tackling such issues. This will be undertaken as part of the Council's evolving workforce planning work and to ensure that both men and women maximise their full potential. The plans to include:

- The review of training courses to ensure they are accessible to staff with childcare responsibilities
- The review and where appropriate extension of the range of jobs suitable for flexible working arrangements
- Working with other agencies to promote career opportunities and provide training in occupations where there is under-representation
- The review of recruitment policies, including the channels used to advertise jobs
- The training of managers in diversity issues
- The introduction of mentoring schemes
- The review and where appropriate extension of the range of family friendly policies

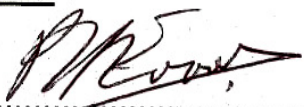
19. RECRUITMENT AND RETENTION

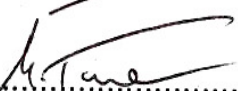
It is recognised that there will be exceptional occasions where the market rate for certain jobs is higher than that provided for by the new pay and grading structure. In these circumstances the grading for the post will be reviewed in consultation with the recognised trade unions and in accordance with an agreed market forces policy.

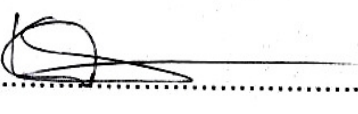
20. JOB EVALUATION MAINTENANCE

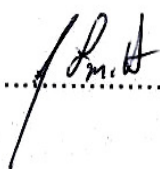
All new posts will need to be evaluated prior to advertisement. Posts resulting from directorate re-structures will also need to be evaluated where job descriptions change in order that the objectivity established by the job evaluation process (as reflected in the new pay and grading structure) is not compromised.

21. SIGNATURES

Signed..........VALE OF GLAMORGAN COUNCIL 23-12-11

Signed..........UNISON MARK TURNER 20.12.11

Signed..........GMB Kelly Andrews 20.12.11

Signed..........UNITE GRAHAM SMITH 20.12.11

ATYPICAL WORKING MAP

	Mon	Tues	Wed	Thurs	Friday	Sat	Sun	Stat Hols
24.00								
23.00			ZONE 2			ZONE 4	ZONE 6	
22.00								
21.00								
20.00								
19.00								
18.00								
17.00								
16.00								
15.00								
14.00			ZONE 1			ZONE 3	ZONE 5	
13.00								
12.00								
11.00								
10.00								
09.00								
08.00								
07.00								
06.00								
05.00								
04.00			ZONE 2			ZONE 4	ZONE 6	
03.00								
02.00								
01.00								

PAYMENT FORMULA

		Normal Working Week	Overtime
ZONE 1	Monday to Friday	TIME	TIME
ZONE 2	Monday to Friday (nights)	TIME & THIRD	TIME & THIRD
ZONE 3	Saturday	TIME & QUARTER	TIME & QUARTER
ZONE 4	Saturday (nights)	TIME & HALF	TIME & HALF
ZONE 5	Sunday/Statutory Holidays	TIME & HALF*	TIME & HALF
ZONE 6	Sunday/Statutory Holidays (nights)	TIME & THREE QUARTERS*	TIME & THREE QUARTERS

* PLUS TIME IN LIEU FOR TIME WORKED ON EACH OF THE EIGHT STATUTORY HOLIDAYS

**VALE OF GLAMORGAN
PROPOSED OVERTIME PROTOCOL**

1. Introduction

- 1.1 Wherever possible managers should discourage the use of overtime or working arrangements which involve the regular attendance of employees at their place of work outside the Council's standard working hours of 37 hours per week. All alternative arrangements should be explored including the use of flexi-time arrangements, time off in lieu provisions and annualised hours arrangements.

2. Scope

- 2.1 The overtime arrangements as set out within the "Atypical Working Map" will apply to all staff who are employed under Single Status [NJC terms and conditions for Local Government Services].

3. Application

- 3.1 Overtime can only be worked with prior agreement of the employing Line Manager, and will only be paid for hours worked over 37 hours per week or beyond the employee's normal working pattern.
- 3.2 Extra time of less than half an hour on any day shall not rank for overtime.

4. Payment

- 4.1 Payment for all employees will be paid in accordance with the agreed atypical working system adopted by the Council on the implementation of Single Status, and will be paid at the substantive rate of pay for the post duties being performed. This is set out below:-

	WORKING PATTERN			PAYMENT KEY	
	Monday to Friday	Saturday	Sunday and Statutory Holidays	Zone	Payment
12.00am - 06.00am	Zone 2	Zone 4	Zone 6	1	Plain Time
06.00am - 10.00 pm	Zone 1	Zone 3	Zone 5	2	Time and 1/3
10.00pm - 12.00am	Zone 2	Zone 4	Zone 6	3	Time and 1/4
				4	Time and 1/2
				5	Time and 1/2
				6	Time and 3/4

4.2 Agreed overtime hours must be worked on site or at the workplace. Payment will not be made for hours worked at home unless supported by the employing Chief Officer and agreed by the Director of Finance, ICT & Property Services.

4.3 Those employees who have access to the Flextime scheme may be eligible to claim overtime for hours worked outside of the flexible working hours of the scheme/provision within the service area.

5. **Monitoring and Review**

5.1 The overtime arrangements will be subject to a two year review and Equality Impact Assessment to ensure compliance with legislative and best practice requirements. In addition to the two year review it is important to ensure that managers undertake ongoing/regular reviews and regular monitoring of the use and incidence of overtime in order to ensure workload management, the wellbeing of employees and the appropriate use of resources.

VALE OF GLAMORGAN

PROPOSED STANDBY / CALL OUT / RETURN TO WORK ARRANGEMENTS

1 General Principles

- 1.1 The principles set out in this document guide the compensation arrangements for employees who undertake formal and informal standby responsibilities outside their contracted working hours / work pattern to respond to emergency situations.
- 1.2 The application and eligibility to access these provisions will remain solely with the Council. Similarly, the arrangements may be applied / withdrawn at the sole discretion of the Council. Any disagreements or complaints in the access / management / provision of these arrangements will be determined by the employing Chief Officer. There will be no further right of appeal / complaint.

Employee Obligations

- 1.3 Employees in receipt of Standby and / or undertaking Call Out must be able to carry out all their duties and responsibilities in accordance with the Council's normal procedures and policies. This will include being in a fit and sober condition in line with all appropriate policies and holding the necessary skills, licences, qualifications and any statutory checks.

Council and Joint Obligations

- 1.4 The Council acknowledges its Health and Safety duties and responsibilities and will require both managers and employees to comply with Health and Safety legislation including the Working Time Regulations in addition to local Council policies. In this regard, Lone Working risk assessments along with provision of adequate breaks / rest periods should be maintained for all employers engaged in the operation and provision of Standby / Return to Work and Call/Recall Out arrangements.

Scope

- 1.5 These arrangements will apply to all employees employed under the NJC for Local Government Services terms and conditions handbook.

2 On Duty Formal Standby**Application Requirements and Reward**

- 2.1 Formal Standby arrangements require an employee to be contactable and available when required to respond at short notice to a variety of service requirements outside their normal contracted working hours / pattern or over an agreed rota.

- 2.2 Employees undertaking “Formal Standby” will be required to remain available and ready to provide an immediate response to attend at their workplace / on site throughout the predefined period of Standby. Employees must therefore remain within a reasonable travelling distance of any location that they may reasonably be required to attend.
- 2.3 The Formal Standby payments will only be applied where the employee is available to attend and therefore will not be considered for the purpose of calculating pension, annual leave / flex leave or sickness allowance.
- 2.4 To ensure the availability and continuity of communication lines, employees will be contacted at appropriate intervals by the Council’s Contact Centre (C1V) and / or the manager.
- 2.5 Although it is expected that Formal Standby rotas will be agreed in advance, the need for flexibility will apply to deal with unexpected situations. On such occasions unscheduled/last minute standby arrangements may occasionally be required to provide an immediate response to an emergency or unforeseen circumstances / situations which will attract payment as set out within Paragraphs 2.7 – 2.14 below.
- 2.6 The Council will provide appropriate equipment to assist contact and response of employees undertaking Formal Standby for example Mobile phone, laptop, transport, tools etc as determined by the service requirements.

Payment

- 2.7 Employees required to undertake Formal Standby will be paid the appropriate Standby payment as set out within the attachment to this document (Standby and Call Out Map) and as set out within this document.
- 2.8 The Standby and Call /Recall Out Map within this document reflects a traditional standard Standby period of twelve (12) hours for which the appropriate payment will be paid. Where additional / fewer hours are performed under the Standby arrangements the appropriate Formal Standby payment will be paid on a pro rata basis, commensurate with the hours undertaken / performed.
- 2.9 A Call/Recall to Work that requires the actual attendance of the employee to their place of work or alternative work location for less than two hours will attract a minimum payment of two hours paid at the appropriate rate as defined within the Atypical Working Map provisions.
- 2.10 Where the Call/Recall to Work exceeds two hours the appropriate Atypical Working Map rate will apply.
- 2.11 Employees experiencing multiple Call/Recalls to work in one period of Standby will not receive payment higher than they would have had they, had worked continuously for the same period.
- 2.12 The rate of Formal Standby payment will be increased in accordance with any percentage increase in the NJC for Local Government Services pay/salary award.

- 2.13 On each occasion where an employee in receipt of Formal Standby is called out the payment formula as contained within the Council's Atypical Working Map will apply including time incurred travelling time to and from work / incident.
- 2.14 A maximum 17 weeks / 119 days Formal Standby Duty may be performed / paid to an employee in any rolling twelve month period. In exceptional circumstances the duration may be extended at the discretion of the employing Head of Service in consultation with the employee.

3 Informal Standby

Application Requirements and Reward

- 3.1 There will be occasions, short term or ad hoc circumstances where an employee may by prior agreement be prepared to be included in an informal call out / contact rota or provide a general confirmation that they may be contacted by their managers under an informal arrangement.
- 3.2 In the above circumstances the employee may supply their contact details and agree to being contacted albeit there is no expectation / requirement that the employee will be ready at all times to respond to a call out and they may decline any such opportunity.
- 3.3 It will remain the decision of the employee if they are able and willing to accept to respond / attend work / perform the duties or to decline the offer given their circumstances (e.g. within a reasonable distance to perform the work call in a fit and sober condition. If contacted an employee will need to:-
- Consider if they need the approval to respond or to refer the issue to their manager or other predetermined contact point another employee
 - Decide to attend work or other work location if necessary
 - Consider if someone else should attend instead or in addition to the employee
 - Advise / Contact Manager / Contact officer to access any necessary approval and notify of their intentions and estimated timescales (lone worker notification).
- 3.4 If the employee is unavailable under the Informal Standby arrangement they should advise their manager / contact officer to enable the work to be redirected .The responsibility for making alternative arrangements will rest with the manager / contact officer where the employee is unavailable / unable to respond.
- 3.5 These arrangements will be deemed solely voluntary on the part of the Council and employee.

Compensation / Payment

- 3.6 In general, compensatory Time Off in Lieu (T.O.I.L) will be applied unless by prior agreement payment has been formally agreed by the manager such payment will be in accordance with the Call Out / Recall to work provisions as set out within Paragraphs 4.3 below.

4 **Call Out / Return to Work**

Application requirements and Reward

- 4.1 An employee will be considered to have been called out / returned to work outside after normal working day if they are called upon to undertake any work, whether or not they are on standby. This work will be undertaken through:-
- Attendance at a place of work.
 - Attendance at an alternative location.
 - Carrying out work at home will be excluded from these arrangements unless there are clear/exceptional circumstances and subject to the prior approval and agreement of the employing Chief Officer (eg undertaking long periods of emergency ICT system support).
- 4.2 An employee called out/required to return to work will be expected to undertake the full normal range of duties and responsibilities commensurate with their post, in addition to any other duties as necessary and appropriate in the circumstances.

Payment

- 4.3 An employee called out/returning to work to deal with a service demand will be paid for all hours including travel time at the appropriate overtime rate as set out within the Council's Atypical working Map (unless alternative arrangements have been agreed e.g. time off in lieu).

5 **Monitoring & Review**

- 5.1 The Standby / Call Out / return to Work conditions and compensation arrangements will be subject to a three year review and include an Equality Impact Assessment to ensure compliance with legislative and best practice requirements.

STANDBY AND CALL OUT MAP

STANDBY			
Zone see Appendix 1	Period	Disturbance Allowance For 12 hour session *	Payment for Time Worked responding to an emergency call out
3	Saturday during day	£15 PER SESSION	Time and Quarter
2	Week-day nights	£20 PER SESSION	Time and Third
5	Sunday during day	£20 PER SESSION	Time and Half
5	Statutory Holiday during day	£20 PER SESSION	Time and Half
4	Saturday nights	£20 PER SESSION	Time and Half
6	Sunday nights	£25 PER SESSION	Time and Three Quarters
6	Statutory Holiday nights	£25 PER SESSION	Time and Three Quarters

* Payment will be made on a pro-rata basis for standby sessions less than 12 hours

VALE OF GLAMORGAN
ACTING UP SCHEME

1 Purpose

- 1.1 In order to ensure that the quality of services can be maintained during periods of employee absence, the Service manager may request another employee in a lower grade to temporarily undertake the full range of duties and responsibilities of a higher graded post. This will be considered as Acting Up.
- 1.2 The purpose of the Acting Up Scheme is to define the procedure and rules which will apply to new acting up arrangements and will replace all previous arrangements. Ensuring that all acting up requests follow a clear and agreed procedure will help ensure equality of access for such opportunities and a transparent method for calculation. Any disagreements or complaints in the access / management / provision of these arrangements will be determined by the employing Chief Officer. There will be no further right of appeal / complaint.

2 Scope

- 2.1 As part of a commitment to achieve full Single Status, there will be a single Acting Up scheme that will apply to all employees under the NJC for Local Government Services handbook (excluding employees employed by Governing Bodies of schools).
- 2.2 The Scheme is commended to all School Governing Bodies.

3 Key Principles

- 3.1 The Scheme will be administered in a fair, systematic and consistent way and will apply in circumstances where an employee is requested by their manager to act up, thereby temporarily undertaking the full range of duties and responsibilities of a higher graded post providing the arrangement meets the required criteria.
- 3.2 Acting up arrangements will be the exception rather than the expectation and will only apply where services provided cannot function for operational or health & safety reasons without the higher graded post being filled immediately.
- 3.3 Under the provisions of this scheme and provided that the employee, on their manager's request, undertakes the full range of duties and responsibilities of the higher graded post, employees are eligible for an Acting Up payment for all hours worked following a period of 4 weeks / 28 days.
- 3.4 The period of acting up shall not normally extend beyond 6 months with a review required by the manager at 3 months to ensure the continued appropriateness of the acting up or whether some other arrangement should be put in place to cover the duties.

- 3.5 Where the period of absence to be covered is clear from the onset or becomes clear at point following undertaking the work and may be likely to be longer term e.g. long term sickness, career break, maternity, etc, the higher graded post to be covered should be subject to the normal recruitment process for temporary cover e.g. on a secondment basis (unless an agreed rota to share the development opportunity exists).
- 3.6 In order to be able to respond to frequent short term absences within a work environment that meets the urgent service requirements outlined in paragraph 3.2 managers should identify a pool of relevant staff from the immediate team who would be available to undertake the higher graded post, where requested, on a rota basis.
- 3.7 Acting Up arrangements **will not** apply where:
- i. formal deputising duties / responsibilities are reflected in the lower graded post
 - ii. duties of a higher graded post are only partially undertaken or are shared between a number of employees (the Council's Honoraria scheme may be appropriate)
 - iii. the job to be covered is at the same pay grade
- 3.8 Employees temporarily undertaking partial or shared duties / responsibilities of a higher graded post, carrying out specific and time limited project work or additional duties that are exceptionally onerous may be covered by the Council's Honorarium Scheme.
- 3.9 Payments will be pro-rata for part time employees, based on the standard 37 hour working week.
- 3.10 All acting up proposals will need to be agreed by the relevant manager. The manager will be required to retain records of these arrangements for monitoring purposes and should include where practicable, reasons for the arrangements, duration of the acting up, costs and any other staffing implications. The acting up arrangement should be communicated to the team via team briefing and the trade unions at the earliest opportunity.

4 **Basis of Payment**

- 4.1 The amount to be paid is the minimum rate of pay that would apply were the employee promoted to the higher graded post. It must be at least one increment higher. And payment will be effective following 28 days / 4 weeks and backdated to the first day on which the employee was required to undertake the role. The payment will be pro-rata for part-time employees based on the standard 37 hour week.
- 4.2 Payment shall equate to the difference between normal pay, including any contractual payment and the minimum point of the higher grade. Where there is an overlap between normal pay and the minimum point of the higher grade, the employee shall normally be paid at the 1st point on the grade than is higher than their normal pay.

5 **Monitoring and review**

- 5.1 All Acting-Up arrangements and payments will be subject to on going monitoring by the relevant Service Area and should be subject to an Equality Impact Assessment to ensure that the Scheme is implemented in a non-discriminatory manner in accordance with the provisions of the Scheme. There will be an annual review of all acting up recipients / payments across the authority in consultation with Trade Unions.
- 5.2 The revised 'Acting Up' arrangements will be applied on a transitional basis for the first 6 months following Single Status implementation. This will enable managers to assess/anticipate the impact of the proposals and put the necessary operational arrangements in place.

VALE OF GLAMORGAN

HONORARIA SCHEME

1 Purpose

- 1.1 In order to ensure that the quality of services can be maintained during periods of employee absence, (other than annual leave) the Service manager may seek to apply specific additional duties and/or responsibilities outside the employees contracted for a temporary duration. This could include temporarily undertaking certain / specific tasks of a higher graded post, additional and specific project work or duties which are for whatever reason are exceptionally onerous in nature and outside the employees existing Job description/Grade. This is referred to as Honoraria.
- 1.2 The purpose of the Honoraria Scheme is to define the procedure and rules which will apply to new honoraria arrangements and replaces the previous arrangements. Ensuring that all Honoraria requests follow an agreed procedure will help ensure equality of access for such opportunities and a transparent method for calculation. Any disagreements or complaints in the access / management / provision of these arrangements will be determined by the employing Chief Officer. There will be no further right of appeal.

2 Scope

- 2.1 In a commitment to achieve full Single Status, there will be a single Honoraria scheme that will apply to all employees under the NJC for Local Authority Services handbook (excluding employees employed by Governing Bodies of schools).
- 2.2 The Scheme is commended to all School Governing Bodies.

3 Key Principles

- 3.1 The Council recognises that particular duties and responsibilities of a post may vary from time to time and that this does not necessarily change the responsibility of the post. The Honoraria scheme will be used where the additional temporary duties temporarily amend the responsibility.
- 3.2 The Scheme will be administered in a fair, systematic and consistent way and will apply in circumstances where an employee is requested to temporarily cover specific additional duties of a higher graded post, temporarily undertake project work of a specific nature or undertake temporary tasks which are for varying reasons exceptionally onerous, for a continuous period of 28 days / 4 weeks or more, excluding annual leave.

- 3.3 The period covered by the awarding of Honoraria payments shall not normally extend beyond 6 months. Managers should undertake a review at 3 months to ensure the continued appropriateness of the arrangements or whether some alternative provision should be made to cover the duties/tasks required.
- 3.4 In recognition of the temporary additional tasks undertaken, the Honoraria payment can either be treated as a one off reward / recognition relating to a particular piece of work and paid as soon as the task is completed or by regular payments where appropriate. The payment of honoraria should be exceptional rather than the expected norm.
- 3.5 Where the honoraria is to cover a period of absence and is likely to be longer term eg maternity, long term sickness, career break, etc, the post concerned should be subject to the normal recruitment process and covered on a temporary secondment basis.
- 3.6 Honoraria arrangements **will not** apply where the additional duties and responsibilities;
- i. are considered to be an increase in workload rather than responsibility (i.e. more of the same)
 - ii. are being undertaken by employees of their own volition and not at the specific request of the manager.
 - iii. where the additional duties / responsibilities are commensurate with the employees existing grade.
- 3.7 Employees fully covering the full range of duties and responsibilities of a higher graded post will be covered by the Council's Acting Up Scheme.
- 3.8. The employee(s) will receive the appropriate remuneration once they have been undertaking the duties for at least a continuous period of 28 days / 4 weeks. Payment will be backdated to 1st day of undertaking the agreed additional duties and responsibilities.
- 3.9 Payments will be pro-rata for part time employees, based on the standard 37 hour working week.
- 3.10 All Honoraria proposals will need to be agreed by the relevant Chief Officer / Senior Nominated Officer and the individual, and supported by a business case, outlining reasons for the proposed arrangements, specific details on the changes to the responsibilities and duties, likely duration of the arrangements, costs and any other staffing implications. Such records will be necessary for monitoring purposes.
- 3.11 Where Honoraria arrangements are agreed, they must be confirmed in writing to the employee(s) concerned, including any extensions to the original period covered. These arrangements should also be communicated to affected teams, via team briefing and trade unions.

4 Basis of Payment

- 4.1 Where an employee is required to undertake additional duties and responsibilities of a higher graded post on a shared/part time basis the difference between the employees existing salary (scp) and that of the minimum salary (scp) of the higher graded post will be paid on a percentage basis commensurate with the responsibility/work being undertaken. Where specific additional task/work/project are to be performed/undertake this should be administered through Job Evaluation assessment with an agreed amount/figure determined and the employee formally advised.
- 4.2 Where these payments are recognised to be substantive/continuous/lengthy duration the procedure as outlined within Para 3.5 should be considered.

5 Monitoring and review

- 5.1 All Honoraria arrangements and payments will be subject to on going monitoring by the relevant Chief Officer and subject to an Equality Impact Assessment to ensure that the Scheme is implemented in a non-discriminatory manner in accordance with the provisions of the Scheme. There will be an annual review of honoraria payments made across the Council with Trade Union involvement.
- 5.2 An employee can raise a grievance in connection with the application of this scheme via the Council's Grievance Policy and Procedure.

**VALE OF GLAMORGAN
APPEALS PROCEDURE**

JOB EVALUATION APPEALS PROCEDURE

1. Introduction

- 1.1 This procedure is to be used for the determination of all concerns and appeals within the remit of job evaluation, including subsequent changes to posts.
- 1.2 The procedure is specific and will deal with concerns/appeals against job evaluation outcomes for employees [including schools] under the NJC Single Status terms and conditions handbook [Green Book]. Similarly, these arrangements will accommodate all concerns/issues relating to job evaluation in terms of the process and/or outcome of the project.

2. Grounds for Appeal

- 2.1 For future reference the Pay Modelling/Moderation Group will be referred to as the Job Evaluation Moderation Panel.
- 2.2 There are a number of grounds for submitting a job evaluation concern/appeal as set out below:
- The job has changed significantly since the original evaluation took place
 - The scheme has been wrongly applied e.g. factor levels were wrongly allocated
 - Concerns on a personal basis about the application of the assimilation rules from the old to the new pay structure.
 - Any other issues relating to the procedure or outcome
- 2.3 Appeals will not be permissible in relation to an employee:-
- who is simply dissatisfied with the process
 - who seeks to compare with other post(s) internally or externally
 - who seeks to refer to other employee(s) or performance/ability issues
- 2.4 An appeal must:-
- be in writing
 - set out the criteria for the grounds of appeal using the Appeals form where relevant
- 2.5 Postholders who appeal from within a generic group will be administered and determined on an individual basis.

2.6 Employees should be aware that:-

- The possible outcomes of an appeal are a higher, lower or unchanged job evaluation score or a revised assimilation point.
- When re-evaluating a post, factor levels may change. This will not, however necessarily have an impact on the overall score or the grade of the post or pay for the appellant[s].
- If an employee is appealing against a specific factor level, and recognising that factors may interlink, the reviewer and/or the relevant Panel will need to check all factors which may result in them being amended up/down.
- Timescales have been identified to afford every consideration of an employee's concerns. However on occasion it may not be practical to adhere strictly to these timescales. Should this situation arise the timescales may be changed, following consultation with the employee. In such circumstances an explanation will be provided for the change together with a projected new time estimate.
- Where an appeal leads to a change in pay level for a job it may be necessary to make appropriate adjustments to hardship/compensation payments.

3. Stages of Review and Appeal Procedure

3.1 Appeals will generally be dealt with in priority order as follows:-

Tranche	Employee Who:
Tranche 1	Are adversely affected
Tranche 2	May be subject to transfer arrangements within a year of implementation of Job Evaluation
Tranche 3	Are considered "neutrals" as a result of the outcome of Job Evaluation
Tranche 4	Are positively affected by Job Evaluation

The procedure will have three main stages:-

3.2 Review Stage

3.2.1 If an employee disagrees with the content of the evaluation result (i.e. in terms of their score or assimilation outcome) they should submit their appeal in writing within 12 weeks of implementation date of the new pay and grading structure, to the Job Evaluation team. The submission must also include the appropriate completed forms, full reasons for the appeal and all relevant supporting evidence

3.2.2 The relevant Head of Service/Operational Manager/Head Teacher will make comments, as appropriate on the submission, sign and forward it to the Job

Evaluation team within 2 weeks of receipt where possible.

- 3.2.3 Other concerns about the job evaluation process or outcome should be referred directly to Stage 1 of this appeals procedure.

Questionnaires/Overview

- 3.2.4 The job evaluation team will undertake a review of the relevant documentations and consider any additional relevant evidence submitted.
- 3.2.5 Reviewed posts that result in changes to the original evaluation score will be referred to the Job Evaluation Moderation Panel within 8 weeks of review by the job evaluation team.

Assimilation

- 3.2.6 Concerns in relation to assimilation will be referred to the job evaluation team who will ensure that all relevant pay and allowance details have been correctly considered and the individual assimilated onto the correct spinal column point.
- 3.2.7 Posts that result in changes to assimilation spinal column points will be referred to the Job Evaluation Moderation Panel.

Job Evaluation Moderation Panel

- 3.2.8 The Job Evaluation Moderation Panel will consider all relevant documentation and determine the score/grade/outcome and inform the employee in writing of their decision.
- 3.2.9 The Job Evaluation Moderation Panel members are to have received training in the GLPC job evaluation scheme. The panel will consist of the following members and will not proceed unless there is a quorate of 1 from each party:-
- Head of Finance [or nominated substitute]
 - Operational Manager Human Resources [or nominated substitute]
 - Two Trade Union Representatives

The Panel will be supported by a Job Analyst to respond to any queries on the scheme provisions and local conventions.

3.3 Stage 1 Job Evaluation Appeals Panel

- 3.3.1 If an employee is not satisfied with the outcome of the Review Stage, within 3 weeks [15 working days] of receipt of outcome, the employee must submit in writing their request to take the issue to Stage 1 of the Appeals procedure stating fully the reasons why. The relevant documentation including the questionnaire will then be referred to the Appeals Panel.
- 3.3.2 The Appeals Panel members are to have received training in the GLPC job evaluation scheme. The Panel will consist of the following and will not proceed unless there is a quorate of 1 from each party:-

- Head of Human Resources or the Director of Finance, ICT & Property.
- Head of Service or below (not involved at Review Stage or within their direct service responsibility).
- Two Joint Trade Union Representatives, (not involved at Review Stage or within their direct service)
- Head Teacher if schools post

The Panel will be supported by a Job Analyst to respond to any queries on the scheme provisions and local conventions.

- 3.3.3 The Panel will consider the written representation of the appellant. They will also consider the written report of the job evaluation team and the determination of the Job Evaluation Moderation Panel (if the matter has been dealt with at the Review Stage of this procedure).
- 3.3.4 The Appeals Panel may postpone their decision if they consider that insufficient information has been provided or if the Panel requires any further investigation. If necessary the employee and their line manager may, at the discretion of the Panel, be requested to attend the Appeal meeting.
- 3.3.5 Heads of Service and below and Trade Union representatives are precluded from determining appeals for employees within their direct Service Area or where they have been part of the initial Review Stage.
- 3.3.6 Written confirmation of the Panel's decision will be sent out within 10 days of the Appeal meeting. The decision of the Job Evaluation Appeal Panel is final and there is no further right of appeal.
- 3.3.7 Any change in grade as a result of this procedure will be actioned from the date of implementation of the Single Status Scheme (unless the appeal outcome relates to a change in duties which took effect at a later date).

3.4 **Stage 2 Final Determination following Stage 1**

- 3.4.1 If the Stage 1 panel are unable to reach a consensus, the issue will be referred to the Director of Finance, ICT & Property for final determination. In circumstances where the Director has been involved at previous appeals stages or appeals relating to own Directorate, the issue will be referred to the Chief Executive for final determination
- 3.4.2 No new information can be introduced at the appeal stage over and above that which was detailed in the job evaluation questionnaire and information contained in the submission at Stage 1.

4. **Monitoring of Procedures**

- 4.1 Monitoring of this procedure will be ongoing throughout the appeals process. The Head of Human Resources to report the outcome of Job Evaluation Appeals to Corporate Management Team, Director of Learning & Development and the Single Status/Terms and Conditions group in summary format.

JOB EVALUATION APPEAL FLOW PROCESS

LODGING AN APPEAL

Employee – 12 weeks from the date of the implementation of the new pay structure to lodge their appeal in writing and using the appropriate form.

Human Resources acknowledge receipt of appeal. Manager/Head Teacher make comments, sign and return to Job Evaluation team within 2 weeks of receipt

REVIEW STAGE – MODERATION PANEL

JE team collate appeals and background information and review evaluations/assimilation

Postholders identified within a generic group who appeal will be administered and determined on an individual basis.

JE team refer any changes to evaluation, generic group issues or assimilation to spinal column point to the Job Evaluation Moderation Panel within 8 weeks of determination of review

Determine outcome and confirm Job Evaluation Moderation Panel's decision to employee in writing

STAGE 1 – APPEALS PANEL

Employee to appeal in writing against Stage 1 of process within 3 weeks [15 working days] of receiving determination letter of Review Stage

Appeal Panel meeting held as soon as practicable. Documentation to Appeal Panel Members 5 days prior to meeting date.

Written confirmation of the Appeal Panel decision to be sent out within 10 days of the Appeal meeting.

STAGE 2 – FINAL DETERMINATION FOLLOWING STAGE 1

No consensus at Stage 1 Appeals - final decision rests with either the Director of Finance, ICT & Property or the Chief Executive

SUMMARY OF TREATMENT OF ALLOWANCES IN NEW PAY AND GRADING STRUCTURE

Allowances	Treatment in New Pay Structure		Reference	Used for Assimilation Pay
Night Allowances	Changed Rates	See Atypical Working Map	Page 3 / Appendix 1	Yes. If a contracted part of job
Saturday Allowances	Changed Rates	See Atypical Working Map	Page 3 / Appendix 1	Yes. If a contracted part of job
Sunday Allowances	Changed Rates	See Atypical Working Map	Page 3 / Appendix 1	Yes. If a contracted part of job
Bank Holiday Payments	Changed Rates	See Atypical Working Map	Page 3 / Appendix 1	Yes. If a contracted part of job
Evening Allowances	Deleted	See Atypical Working Map	Page 3 / Appendix 1	Yes. If a contracted part of job
Overtime	Changed Rates	See Atypical Working Map	Page 3 / Appendix 1	Yes. If a contracted part of job
Standby Payments	Changed Rates	Paid in accordance with new scheme	Page 3 / Appendix 3	No
Call out Payments	Change Rates	Paid in accordance with new scheme	Page 3 / Appendix 3	No
Shift Payments	Deleted	Reflected in Atypical Working Map	Page 3	Yes. If a contracted part of job
School Lettings	Deleted	To be paid as part of overtime scheme	Page 3	No
Inspection rates	Deleted	To be paid as part of overtime scheme	Page 3	No
Sleeping in duties	Retained	In accordance with National Conditions	Page 4	No
Laundry Allowance	Deleted	Need to ensure consistency of application	Page 4	Yes. If a contracted part of job
Retainer Payment	Deleted	Need to ensure consistency of application	Page 4	Yes. If a contracted part of job
Boiler Allowance	Deleted	Reflected as part of job evaluation	Page 4	Yes. If a contracted part of job
Qualification Allowance	Deleted	Reflected as part of job evaluation	Page 4	Yes. If a contracted part of job
Responsibility Allowance	Deleted	Reflected as part of job evaluation	Page 4	Yes. If a contracted part of job
Supervision Allowance	Deleted	Reflected as part of job evaluation	Page 4	Yes. If a contracted part of job

Instruction Rates	Deleted	Reflected as part of job evaluation	Page 4	No
Bonus Payments	Deleted	Need to ensure consistency of application	Page 4	Yes. If a contracted part of job
Productivity Payments	Deleted	Need to ensure consistency of application	Page 4	Yes. If a contracted part of job
Vacant job cover pay	Deleted	Need to ensure consistency of application	-	No
Water conservation pay	Deleted	Reflected as part of job evaluation	-	Yes. If a contracted part of job
Energy conservation pay	Deleted	Reflected as part of job evaluation	-	Yes. If a contracted part of job
Acting up payments	Retained	Paid in accordance with new scheme	Page 4 / Appendix 4	No
Honoraria payments	Retained	Paid in accordance with new scheme	Page 4 / Appendix 5	No
First Aid	Retained	In accordance with national rates	-	No
Fire Warden	Retained	In accordance with locally agreed rates	-	No
SEN Allowance	Retained	In accordance with national rates	-	No
Telephone/Broadband	To be reviewed		Page 5	No
Subsistence Allowances	Retained	Not part of current single status review	-	No
Sick Pay Allowances	Retained	Not part of current single status review	-	No
Tool Allowance	Retained	Not part of current single status review	-	No
Travel	Under Review	As part of separate consultation exercise	-	No

NB: Allowances not included in above list will not be paid as part of the new pay and grading structure