

Annexe 1

January 2008

NATIONAL JOINT COUNCIL FOR LOCAL GOVERNMENT SERVICES

ANNEXE TO COLLECTIVE AGREEMENT RELATING TO THE PAY AND CONDITIONS OF SERVICE OF EMPLOYEES OF SHROPSHIRE COUNTY COUNCIL, IN ACCORDANCE WITH PART 3 OF THE NATIONAL AGREEMENT

1. Preamble

1.1 This Annexe to the existing Collective Agreement (The Agreement) is between the County Council (the Employer) and Unison, the Transport and General Workers Union, and the General, Municipal and Boilermakers' Union, (the trade unions) representing the employees. This Annexe to The Agreement is to deal with the specific issues arising from the evaluation of posts graded Grade 5 to Grade 10 (formerly SO2) inclusive.

2. Scope of the Annexe

2.1 The effective date of the provisions of the Annexe will be 1 March 2008. The date of implementation will be 1 March 2008.

2.2 This agreement includes staff on school establishments, but excludes staff whose posts were covered by Phase 1 of Job Evaluation and those covered by the Remodelling Project.

2.3 As in the previous agreement, the application of the terms of this annexe to the agreement to posts included on the establishment of a school will be subject to decision by the Governing Body of each school on the basis of advice from the Local Education Authority.

3. Future Job Evaluation Process

3.1 For all posts covered by Phase 1 and 2 of job evaluation where the grade maximum does not exceed Grade 10 (SO2) and which do not form part of a school's establishment, changes to gradings of posts (either existing posts or changes as part of re-structuring) and the grading of new posts has been undertaken, jointly with the trade unions, using the NJC Job Evaluation Scheme.

3.2 The application of the NJC scheme for posts graded PO1 and above, which will come within Phase 3, will be subject to joint review. In principle the NJC job evaluation scheme will be used as far as is practicable within the PO grades.

3.3 PO grades above the agreed cut off point for evaluation using the NJC job evaluation scheme will be evaluated using an alternative scheme, which is yet to be determined. A degree of overlap will occur therefore, evaluations will be made using both evaluation schemes to ensure there is 'best fit' between the two schemes and therefore avoiding any discontinuity between the schemes. An equality impact assessment will be undertaken on those posts that fall within the boundary of Phase 2 and Phase 3.

- 3.4 A timescale will be agreed between parties in respect of Phase 3. It is recognised that a further annexe to the agreement will be required at the conclusion of Phase 3.
- 3.5 The evaluation of some posts within Job Evaluation Phase 2 will result in them being evaluated above Grade 10. These will not be implemented until the grading structure above Grade 10 has been agreed, although priority will be given to these posts. Increased payment for these posts will be implemented as soon as possible but in any event by 1st October 2008 and effective from 1st September 2005 in line with other Phase 2 posts.

4. Grading Structure

- 4.1 The grading structure and job evaluation score for Phase 2 will be as follows:

Grade	SCP Range	Points Range
5	14,15,16,17	453 – 513
6	18,19,20,21	514 – 568
7	22,23,24,25	569 – 623
8	26,27,28	624 – 678
9 (SO1)	29,30,31	679 – 719
10 (SO2)	32,33,34	720 - 760

The former grades, SO1 and SO2 become Grade 9 and Grade 10 in line with Single Status.

Scp 25 is being deleted from Grade 8 to remove overlap with Grade 7.

- 4.2 Spinal column point ranges and job evaluation points for Grade 11 and above will be determined as part of Phase 3.

5 Linked Grades

- 5.1 A linked grade is one which spans more than one grade but with no career development justification ie Grade 1 - 5 which covers scp 4 – 17.
- 5.2 All posts will be job evaluated at grade maximum. Jobholders which are on linked grades will be assimilated initially onto a linked grade of 2 grades maximum and placed on the bottom of the linked grade unless they are already part way through the 2 grades in which case they will remain on their existing point. The grade will reduce to a single grade once the individual(s) move on to the bottom step of the linked grade's top grade.
- 5.3 New appointments to linked graded posts will be appointed at the level of the lowest graded employee in the job group or if it is a single occupancy post, to the job evaluated grade (single grade).

6 Career Graded Posts

- 6.1 Career graded posts are linked grades which allow employees to progress through a number of grades whilst undertaking formal training and/or taking on more responsible duties. Progression through the grading structure is determined by objectively justifiable criteria such as progression through a professional or vocational qualification or satisfying defined levels of increased responsibility or competence.
- 6.2 Posts subject to career grade will be determined in accordance with the Career Grade Policy (see Appendix 1)

7. Former Nationally Prescribed Grades

- 7.1 The grading of some social care posts e.g. Social Workers, Residential Social Workers were based on prescribed Nationally Agreed grades which do not align to Shropshire County Council grades. These posts will be assimilated to Shropshire County Council grades based on their job evaluation score and current scp. In cases where these grades are also either linked or career grades then the arrangements in paragraphs 5.2 or 6.2 will also apply.

8. Enhanced payments for Sunday working

- 8.1 In line with the original collective agreement this confirms changes to enhanced payments for Sunday working will come into effect from 1 March 2008. Any employee appointed to a post where the maximum of the grade does not exceed Grade 10 (SO2 in the existing pay structure), when working on a Sunday (by way of additional hours or within the normal working week, or for any other reason) will be paid at time and a half.
- 8.2 Employees in posts whose maximum of the grade does not exceed Grade 10, at 1 March 2008, and receiving double time for work on Sundays, will continue to be paid at that rate for such work on a protected basis, for a period of 4 years from 1 March 2008 to 29 February 2012.
- 8.3 Employees in posts whose maximum of the grade does not exceed Grade 10, not involving Sunday work, who voluntarily transfer to a post involving Sunday working to any extent, will be paid at time and a half for any such work, from the date of appointment.
- 8.4 Posts where evaluation results in them being evaluated above Grade 10, the results of which will not be implemented until Phase 3 of Job Evaluation, who are in receipt of enhanced payments for Sunday working, will continue to be paid for any Sunday work in accordance with arrangements in place at 29 February 2008. Once the results are implemented, the protection arrangements outlined above will be applicable for these posts.

9. Market Supplements

- 9.1 Where there is objective justification to apply an additional supplement to a post or posts by way of a "market supplement" to manage recruitment or retention then a bi-annual review will be undertaken of market rates. The additional supplement will be removed if recruitment and retention factors cease to provide objective justification for the supplement in each individual case. A Market Supplement Policy has been developed to manage this in a transparent and equitable way, (see Appendix 2)

10. Protection

10.1 For the purpose of this agreement, the earnings level to be protected is that which applies immediately prior to the implementation date i.e. 29 February 2008.

10.2 Protection of those employees whose salary at 29 February 2008 is more than the maximum of their new grade at 1 March 2008 will receive a compensation payment for variation to contract which reflects the difference between their salary at 29 February 2008 and the maximum of their job evaluated grade at 1 March 2008, equivalent to a period of 2 years.

11. Implementation

11.1 The agreement will be implemented on 1 March 2008.

11.1 The parties to this agreement have considered the question of “back pay” in the course of discussions leading to the implementation of the job evaluation results. In coming to this agreement consideration has been given to:

- The financial position of the council and interests of key stakeholders, council tax payers and service users.
- The desire by the trade unions to remove pay inequality and to secure a balance between an equitable structure going forward and pay protection for those employees who face reductions in salary/grade.
- Analysis of the risk associated
- The need to arrive at an equitable pay structure to promote morale and retention.

11.2 In recognition of the time taken to deliver the review and in the light of these competing demands, an element of compensation is included. The amount of compensation will be calculated using a Matrix which takes account of the uplift (the difference in salary immediately before and after the effects of Job Evaluation) and the period of service in the job (back to a maximum of 1 September 2005). Compensation will be paid to jobholders who, on 1st March 2008, are immediate winners and have had a grade maximum increase. The Matrix for Phase 2 winners (including the matrix for those spilling into Phase 3) is attached at Appendix 3.

11.3 The trade unions reserve the right to take equal pay claims on behalf of their members, having, in their ballot drawn attention to the Equal Pay legislation and the right of employees to make a claim where appropriate.

12. Status and Incorporation

12.1 The Annexe to The Agreement, agreed at the Employees Joint Consultative Committee (EJCC) on 30 January 2008 is made in accordance with S.178 of the Trade Union and Labour Relations (Consolidation) Act 1992 and S.235 (1) of the Employment Rights Act 1996.

12.2 In accordance with S.179 of the Trade Union and Labour Relations (Consolidation) Act 1992, it is intended that the Annexe be legally enforceable and remain so until re-negotiated between the parties or until one party serves notice on the other to terminate the Agreement.

12.3 The Annexe is made under the provisions of Part 3 of the National Joint Council for Local Government Services, National Agreement and Pay and Conditions of Service. It is open to either party to serve notice on the other of proposed changes in accordance with Part 1 Paragraph 4 of the National Conditions of Service.

13 Reviewing Progress Towards Equal Pay

13.1 In view of the risk assessment undertaken, there is no requirement to carry out a further equal pay impact assessment for a further 18 months. In accordance with Equal Opportunities Commission Guidelines, bi-annual equal pay audits will be carried out.

Signatories to the Agreement

..... Date
(on behalf of County Council)

..... Date
(on behalf of Unison)

..... Date
(on behalf of UNITE -Transport and General Workers Union)

..... Date
(on behalf of the General, Municipal and Boilermakers Union)