

Collective Agreement

1. Background

The principle of the Single Status Agreement is that employees have the right to have equal pay for work of equal value.

The 1997 Single Status Agreement was negotiated by the National Joint Council for Local Government Employees to ensure that employees covered by the agreement enjoy the same basic conditions of employment and differences in pay can be objectively justified. All Councils in England and Wales were required to implement the Single Status Agreement from 1 April 2007.

2 Principles

The principles under which this collective agreement have been negotiated and agreed are summarised below in the form of joint commitments:-

- (a) To openly share information, views and opinions in the spirit of partnership working to achieve an agreement that both parties feel they can support.
- (b) To put forward a non-discriminatory, transparent pay and grading structure and conditions of service that fully comply with the Equal Pay Act and any other anti-discriminatory legislation that both parties believe is both affordable and sustainable.
- (c) To carry out an Equality Impact Assessment of all the proposals.
- (d) To ensure that the proposals meet the needs of the employees at different life stages and supports life long learning and development.
- (e) To continue to work jointly to achieve a better work-life balance for all employees.
- (f) To monitor the agreement and carry out regular equal pay audits to ensure, there is no drift away from these fundamental commitments over time.

3 Parties to the Agreement

The parties to this collective agreement are Torfaen County Borough Council and the recognised trade unions, UNISON and GMB.

4 Employees Covered by the Agreement

The employees covered by the agreement are those employed under the NJC for Local Government Services, National Agreement on Pay and Conditions of Service (Green Book) inclusive of school based employees plus mechanics/fitters who prior to this agreement had their pay determined by the Joint National Committee for Local Authority Craft and Associated Employees, National Agreement on Pay and Conditions of Service (Red Book).

5 Scope of the Agreement

5.1 The Agreement covers, amendments and additions to:-

- (a) The National Agreement on Pay and Conditions of Service (Green Book)
- (b) The Torfaen County Borough Council Local Terms and Conditions
- (c) Address past potential equal pay liability
- (d) The withdrawal of the bonus schemes and payments
- (e) Introduction of an Employee Support Scheme
- (f) Introduction of Equalities Monitoring

6 Basis of the Agreement

The Agreement is the result of the Council's review of its existing pay and grading structure using the GLPC Job Evaluation Scheme to determine the relative size of all posts and the review of conditions of service both of which have been carried out in conjunction/partnership with the local trade unions.

10 Withdrawal of Bonus Schemes and Payments

To minimise the risk of Equal Pay liability, any bonus payments still being paid to employees when they transfer to the new pay and grading structure will cease being paid, this includes any allowances e.g. drag out.

New Pay and Grading Structure

1. The new pay and grading structure will maintain the current link with the national pay negotiations for local government employees and resulting settlements. The new pay grades will use the NJC spinal column points of SCP 4-49 and the Councils local spinal points of SCP 50-59.
2. In designing the pay structure the strategic aims in relation to human resources pay and workforce development were a key factor. These are:
 - Effective recruitment and retention strategy
 - To retain essential skills
 - To reinforce corporate values
 - To motivate people to add value to themselves and the organisation
 - To improve performance and efficiency
3. To meet these strategic aims a grade range salary has been developed. The features of this pay model are:-
 - Can be performance linked
 - Motivates staff
 - Reduces job evaluation maintenance
 - Transparent
 - Performance bars can be introduced to manage the employees expectations
 - Opportunity for all staff to progress
 - Will have a robust system to assess competency
4. **The Structure**
 - 4.1 The new pay and grading structure has been developed by considering the factors under the Greater London Provincial Council Job Evaluation Scheme and assessing the competencies to establish where the grade lines should be. The following is an analysis of the grades, the minimum and maximum salary together with the job evaluation break points for each of grade:-

Grade	Point Score Minimum	Point Score Maximum
1	0	261
2	262	295
3	296	339
4	340	393
5	394	447
6	448	499
7	500	553
8	554	607
9	608	663
10	664	729
11	730	803
12	804	880

**TORFAEN COUNTY BOROUGH COUNCIL
SALARY SCALES
2013/14**

<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>
12,435 5 12,614 6	12,614 6 12,915 7 13,432 8	13,321 8 13,725 9 14,013 10 14,880 11 15,189 12 15,598 13
<u>Grade 4</u>	<u>Grade 5</u>	<u>Grade 6</u>
15,598 13 15,882 14 16,215 15 16,604 16 16,998 17 17,333 18 17,980 19	17,980 19 18,638 20 19,317 21 19,817 22 20,400 23 21,067 24 21,734 25	21,734 25 22,443 26 23,188 27 23,945 28 24,892 29
<u>Grade 7</u>	<u>Grade 8</u>	<u>Grade 9</u>
24,892 29 25,727 30 26,539 31 27,323 32 28,127 33 28,922 34	28,922 34 29,528 35 30,311 36 31,160 37 32,072 38 33,128 39 33,998 40	33,998 40 34,894 41 35,784 42 36,676 43 37,578 44 38,422 45
<u>Grade 10</u>	<u>Grade 11</u>	<u>Grade 12</u>
38,422 45 39,351 46 40,254 47 41,148 48 42,032 49 42,926 50 43,833 51	43,833 51 44,695 52 45,583 53 46,472 54 47,359 55 48,246 56	48,246 56 49,133 57 50,020 58 50,908 59

Soulbury Pay Scale

- 1.1 This appendix sets out remuneration for staff in the education department who undertake the role of school advisers or education psychologists.
- 1.2 The Soulbury Committee determines the salaries and service conditions of the following categories of officers:
 - (i) Educational Improvement Professionals (EIPs)
 - (ii) Educational Psychologists (EPs)
 - (iii) Young People's/Community Service Managers
- 1.3 The salary scale chosen for each level of post within each category should take account of the relative weight of duties and responsibilities allocated to individual posts within the local authority, having regard to the need to recruit, retain and motivate staff of the required quality. Remuneration upon recruitment is determined by an assessment based upon experience and responsibility with appointments made within a four point grade.
- 5.1 The conditions of service of Soulbury officers shall not be less favourable than those prescribed for the local government services staff of the authority. The NJC for Local Government Services have agreed that officers within scope of the Soulbury Committee should be allowed to pursue appeals relating to conditions through the appropriate Local Government Services machinery.
- 5.2 The Soulbury Committee has reached agreement on conditions of service relating to local consultation and facilities for recognised unions, a grievance procedure and a collective disputes procedure in the following:
 - Local consultation and facilities for recognised unions
 - Grievance procedure
 - Collective disputes procedure
 - Appeals against salary grading

Torfaen CBC is able to comply with these requirements through the existence of appropriate machinery, policies and procedures for resolving individual and collective disputes.

6.0 New Appointments

- 6.1 An officer appointed under the Soulbury Report for the first time shall be placed at the minimum of the scale deemed appropriate by the employer. Where previous and relevant experience exists, the LA is able to determine a higher incremental point up to the maximum.

SALARY RATES

1. EDUCATIONAL IMPROVEMENT PROFESSIONALS (EIPs)

Spine point	Salary from 1.9.13
1	32,677
2	33,847
3	34,952
4	36,071
5	37,185
6	38,299
7	39,470
8	40,594*
9	41,906
10	43,075
11	44,230
12	45,348
13	46,614**
14	47,742
15	48,988
16	50,116
17	51,246
18	52,355
19	53,499
20	54,090***
21	55,226
22	56,215
23	57,305
24	58,282
25	59,328
26	60,346
27	61,389
28	62,445
29	63,505
30	64,563
31	65,611
32	66,676
33	67,742
34	68,833
35	69,920
36	71,040
37	72,141
38	73,254
39	74,352
40	75,449
41	76,553
42	77,654
43	78,755

44	79,862
45	80,966
46	82,078
47	83,180
48	84,280****
49	85,384****
50	86,488****

Notes:

Salary scales to consist of not more than four consecutive points, based on the duties and responsibilities attaching to posts and the need to recruit and motivate staff.

* normal minimum point for EIP undertaking the full range of duties at this level

** normal minimum point for senior EIP undertaking the full range of duties at this level

*** normal minimum point for leading EIP undertaking the full range of duties at this level

**** extension to range to accommodate structured professional assessments.

2. EDUCATIONAL PSYCHOLOGISTS

EDUCATIONAL PSYCHOLOGISTS - SCALE A

Spine Point	Salary from 1.9.13
1	34,273
2	36,013
3	37,752
4	39,491
5	41,230
6	42,969
7	44,607
8	46,244
9	47,778
10	49,313
11	50,745

Notes:

The 11-point scale A provides for up to 3 additional SPA points to be added to the postholder's entitlement on the appropriate 6-point range (see para 4.5 of the Report).

SENIOR AND PRINCIPAL EDUCATIONAL PSYCHOLOGISTS (B)SALARY RANGE

Spine Point	Salary from 1.9.13
1	42,969

2	44,607
3	46,244*
4	47,778
5	49,313
6	50,745
7	51,333
8	52,431
9	53,519
10	54,626
11	55,711
12	56,818
13	57,944
<hr/>	
14	59,031 **
15	60,171 **
16	61,300**
17	62,436**
18	63,571**

Notes:

Salary scales to consist of not more than four consecutive points, based on the duties and responsibilities attaching to posts and the need to recruit, retain and motivate staff.

* Normal minimum point for the principal educational psychologist undertaking the full range of duties at this level

** Extension to range to accommodate discretionary scale points and structured professional assessments

TRAINEE EDUCATIONAL PSYCHOLOGISTS

Spine point	Salary from 1.9.13
1	22,019
2	23,631
3	25,241
4	26,853
5	28,464
6	30,075

ASSISTANT EDUCATIONAL PSYCHOLOGISTS

Spine point	Salary from 1.9.13
	27,067
	28,172
	29,278
	30,377

DISCRETIONARY PAYMENTS UPON TERMINATION, RETIREMENT AND REDUNDANCY

1. Actual Pay
The current Council policy is to base pay redundancy/compensation values up to actual pay, not the statutory limit.
2. Redundancy and Retirement Calculations
Redundancy payment will be based on double the statutory redundancy calculator up to a maximum of 60 weeks. (a multiplier of 2)
3. Augmented Pensionable Service
The Council does not augment pensionable service benefits.
4. Employees who are over 55 and terminate on grounds of redundancy
Employees who are over 55 and in the pension scheme will receive access to their pension upon their termination on the grounds of redundancy and will receive a severance payment of up to 60 weeks with no augmented pension benefits.
5. Employees under 55 or not in the Pension Scheme and who terminate on grounds of redundancy
Employees who are under 55 or not in the Pension Scheme and who terminate on grounds of redundancy will receive a severance payment of up to 60 weeks
6. Termination of Employment on the grounds of efficiency
Employees who terminate their employment on the grounds of efficiency will receive a pension entitlement only in accordance with LGPS Regulations.
7. Employer Consent (Including the so called "85 year rule")
Employees who terminate their employment with employer consent (including the so called "85 year rule") will have their case considered on its individual merits and the prevailing regulations in force. The accompanying Business Case must, in future, ensure that the cost of early retirement in this scenario will be met over a period, normally not exceeding 4 years. (Regulation 40 of the benefit Regulations)
8. Flexible Retirement
Employees who wish to take flexible retirement will have their case considered on its merits having fully considered service delivery and financial implication issues. Applications for flexible/ phased retirement must be supported by a valid business case by the relevant Service Area, is at the discretion of the Council and will normally only be supported where the release of pension benefits impose no cost to the Council. The accompanying Business Case must, in future, ensure that the cost of early retirement in this scenario be met over a period,

normally not exceeding 4 years. Applications for flexible/ phased retirement on a reduced working hours basis will only be considered where contracted hours are reduced by a minimum of 20% and/or there is a change in grade.

ANNUAL LEAVE AND BANK HOLIDAY ENTITLEMENT



1 Annual Leave

- 1.1 Employees leave currently should be commensurate with their local government start date..
- 1.2 Annual leave entitlement is set out below and includes one day in lieu of one of the extra statutory holidays previously granted by the Council.
- 1.3 All requests for leave must be approved by Line Managers and entered on to the Employee's Leave Entitlement Card.

(a) Employees covered by the Council's Local Agreement with UNISON and GMB (WEF 1 April 2010)

Basic entitlement	After 5 years continuous local government service	After 10 years continuous local government service	Bank Holiday Entitlement	
23	28	31	11	81.30 hours
22	27	30	12 (where Christmas as shutdown does not apply)	89.00 hours

[NOTE: Extra Statutory Days - Monthly Paid Employees: Where Christmas shutdown applies three of the four extra statutory days will be taken at Christmas meaning that most office based services will be closed between Christmas Day and New Year's Day although emergency standby and call out arrangements will continue. Employees who work under these arrangements, i.e., who work on Bank Holiday Tuesdays, will have the remaining extra statutory day added to the annual leave entitlements shown above.]

2 Part Time Workers

- 2.1 The annual leave and bank holiday entitlement will be reduced proportionately for those employees working 52 weeks per year but less than 37 hours with effect from 1 April 2010 as follows:
 - Leave Entitlement and bank holiday divided by Normal Working week (37 hrs)
 - Multiplied by Hours Worked
 - Multiplied by 7.4 (37 / 5 days)

- 2.2 The annual leave and bank holiday entitlement will be reduced proportionately for those employees working term time only based on the hours worked with effect from 1 April 2010 as follows:
- Leave Entitlement and bank holidays divided by Normal Working Week (37 hrs)
 - Multiplied by Hours Worked
 - Multiplied by 7.4 (37 / 5 days)
 - Divided by 45.2 (weeks worked)
 - Multiplied by the number of weeks actually worked including term time workers.
- 2.3 Holiday entitlement for all employees working less than 37 hours a week and 52 weeks of the year will be calculated in hours

Working Example: Mrs A works 52 weeks per year, 18 ½ hours per week :

Calculation:

Basic Entitlement: 23 days annual leave plus 11 bank holidays
Equates to 34 days in total
Divided by 37 hours (normal working week)
Multiplied by 18.5 contracted hours
Multiplied by 7.4 hours (calculation equivalent to normal working day)
Equates to 148 hours entitlement
(bank holidays to be counted within entitlement in accordance with number of hours worked per day)

3 General Provisions

- 3.1 The leave year commences on 1 April in any year and terminates on 31 March the following year. Additional leave for 5 and 10 completed years of service, as appropriate, comes into effect on the anniversary of the completion of the necessary service, calculated pro-rata to service in that year.
- 3.2 The above entitlements are for a full year of service. Where service for the year is incomplete, proportionate leave entitlement will apply on the basis of one twelfth for each completed calendar month of service.
- 3.3 A new entrant to the Council's service who has not transferred from another recognised Local Authority will be entitled to take paid annual leave proportionate to the completed months' of service during the leave year of entry, following completion of 1 months service. An officer transferring from another recognised Local Authority must use up any unexpired leave entitlement from the previous employing Authority before commencement of employment with Torfaen.
- 3.4 An Officer who leaves the Local Government service shall be allowed one twelfth of his/her annual leave entitlement for each completed month of service in the current leave year, which should be taken prior to the date of termination;

- 3.5 Other than in exceptional circumstances and by agreement with the relevant Chief Officer only 5 days annual leave not taken during a particular leave year may be carried over into the next leave year.

Chief Executive and Chief Officer Pay Scales

Grade	£	Salary Scale Point
13	50,404	59
	51,119	60
	52,452	61
	53,701	62
	54,942	63
14	54,942	63
	56,199	64
	57,279	65
	58,607	66
	59,939	67
15	59,939	67
	61,272	68
	62,606	69
	63,939	70
16	63,939	70
	65,258	71
	66,809	72
	68,357	73
17	68,357	73
	69,905	74
	71,456	75
	73,094	76
	74,926	77
	76,590	78
18	76,590	78
	78,260	79
	79,919	80
	81,216	81
	83,459	82
19	83,459	82
	85,459	83
	87,529	84
	89,563	85
	91,598	86
	93,633	87
20	97,428	88
	100,144	89
	102,857	90
	105,571	91
	108,289	92
	111,278	93