

## Equal Pay & Conditions Review – ‘Single Status’

### 1. Package arrangements

The proposals contained within this document are a single package. If changes are made to any item this may result in a change to another item. Changes proposed to single items are not to be negotiated separately.

This package will only apply to those staff within the scope of Equal Pay & Conditions project – All staff including Youth workers, craft workers, former manual and officer staff, social workers, day nursery staff, support staff working in schools, but excluding Teachers and Soulbury staff. The implementation date of this Agreement is 1 April 2007 unless otherwise stated.

### 2. Pay Structure

A proposed pay structure is attached at Appendix A1.

The principles are:

- Introduces two new grades at the bottom of the structure
- Retains the existing structure from Sc2 to SO1
- Introduces new grade structure changes at SO2-PO2 level to delete the existing PO1 grade. This will result in the current SO2 grade being re-titled and called PO1. This change will take effect in line with the agreement to re-evaluate jobs in the SO2-PO2 range in line with the timetable outlined below in para 4.

Greater flexibility will be introduced to allow for the potential for additional non consolidated increments in recognition of good performance and adjustment of grade anchor points to take account of recruitment and retention difficulties.

### 3. Range Grades

There are currently a number of range grades that exist across the council. A range grade is a number of grades linked together e.g. PO1-3. Range grades will not be restricted in their application, so in theory can apply to any range of grades within the pay structure.

It is important to review range grades and their progression criteria to comply with equal pay legislation. Therefore they need to be justified to the Head of HR. A review period for the range grade will be built in so that the reasons for justifying the range grade are updated. It may be that the reasons are no longer justified, in which case the range grade will need to cease.

Where range grades apply each grade within the range needs to be justified. Therefore the specific differences that apply to the job to justify payment of each grade must be identified in the job description and person specification/ competency profile.

Progression from one grade to the next level needs to be justified by way of a record (this may be performance appraisal or a letter) that outlines how the employee meets the requirements to justify payment at the next level. Progression within grades will be by normal annual increments.

Range Grade Criteria are attached at Appendix A5.

#### **4. Job Evaluation Proposals**

The new GLPC job evaluation scheme will be used to evaluate all jobs evaluated after the date of the agreement.

Any resulting grade adjustments will take account of the Assimilation, Protection and Pay Justification arrangements detailed below.

HR advisors will conduct the evaluations but we will send the results to the unions in advance of releasing the result to staff. This will give the unions the opportunity to query any job evaluation issues that might arise. Any union review must be conducted within a short timescale e.g. 5 working days, to ensure HR service delivery is maintained. This will help to resolve any issues with a job evaluation before it is raised with the employee. It will also help to reduce the number of job evaluation appeals. This process will only apply for the purpose of the initial evaluation on the new GLPC job evaluation scheme.

Following the initial job evaluation on the GLPC job evaluation scheme the practice that will apply is that HR advisors will conduct the evaluations and then will notify the manager of the result. The unions can request a copy of the evaluation if they wish to (this is same process as present.)

It is proposed that job evaluation using the new GLPC scheme will be carried out in accordance with the following timetable.

##### **Phase 1**

Phase 1 will evaluate all Manual graded jobs plus a number of jobs identified jointly by a panel of Council representatives and trade union officers on the basis of a risk assessment and equal pay impact assessment. The assessment identified jobs to be evaluated using the following criteria

- Manual occupation based jobs
- those jobs on national based grades e.g. social workers;
- jobs with a disproportionate number of one gender compared to the Council gender profile (this is approx 70% women, 30% men).

In total all these categories of jobs cover 4321 staff. The list of jobs identified as a result of this risk assessment are outlined in Appendix A2.

The effective date of these regrades will be 1 April 2007.

## Phase 2 and 3

As a result of the risk assessment and equal pay impact assessment of jobs jointly undertaken by Council representatives and trade unions the Council intends to deal with the job evaluation of the following staff groups on a different timetable to those staff identified above.

The Council is satisfied that an appropriate risk and equal pay impact assessment has been done of these jobs to justify implementing a different timescale for these.

The proposed timetable and groups of jobs are identified below.

<b>Evaluation Group</b>	<b>Evaluation Timetable</b>	<b>Effective date of regrade</b>
Remaining Sc1-6 jobs and SO1 – PO2 jobs not identified in the lists referred to paragraph 4a above.	During financial year April 2008 to March 2009	1 April 2008
PO3 – PO8 jobs	During financial year April 2009 to March 2010	1 April 2009

Where job evaluations are undertaken earlier than the scheduled timetable the effective date of regrade will be dependant upon when the evaluation date falls. For example, if a PO3 job is evaluated in June 2008 it will be effective from June 2008. However, if the same PO3 job is evaluated in September 2009 (during it's scheduled timetable) the effective date will be 1 April 2009.

If it can be shown subsequently by a joint panel of unions and management that a job should have been included the first phase of evaluation under the GLPC scheme by reason of the disproportion of one gender within that group, and that the employee has been the subject of unequal treatment by reason of their gender and who are upgraded in the latter phases of the evaluation, they will have an effective date of 1 April 2007 applied to their evaluation.

### 5. Job evaluation (JE) Price tag

It is proposed to adopt a Haringey Price tag. This is attached at Appendix A3.

This shows the difference between the existing GLPC price tag and the proposed price tag.

Adjustments to the GLPC price tag have been agreed and we have undertaken a thorough impact assessment on the new price tag.

### 6. Job Evaluation Appeals

Employees will be allowed to appeal against the job evaluation the first time the post is evaluated using the new GLPC scheme.

Subsequent job evaluations for the post will be on the following basis.

Employees will be able to appeal against job evaluations where their grade goes down. Employees whose grade remains the same or increases may request a review of the evaluation by a different officer in HR than involved in the original evaluation.

It is recommended that the GLPC job evaluation questionnaire, or similar questionnaire based on this, is used when undertaking a job evaluation review or appeal.

Appeals should be submitted within 10 working days of the grade notification to the employee. Where a number of employees are appealing and are in the same job these will be grouped together in a class action appeal.

An Appeal Panel will be convened to re-evaluate the job. The Appeal Panel will consist of an experienced job evaluator from HR, a Senior Manager independent from the service where the post is based and two experienced job evaluators from the union side independent from the case being appealed.

Appeals will be conducted within reasonable timescales depending on availability of resources, but usually within 2 months of the appeal notification.

Representations about the job will be heard from the manager and employee (in class action appeals up to 3 employees will be able to make representations). The purpose is to better understand the job and not too debate the evaluation being appealed.

The role of the Appeal Panel is to act as a model of good evaluation practice. Therefore the Appeal Panel may re-evaluate all elements of the job, and not just those items disputed by the appellant, if it views the initial evaluation as being wrong. It needs a majority of 3 panel members to agree to change the grade. If there is stalemate on grade evaluation then the original evaluation will stand.

## **7. Assimilation Arrangements**

It is proposed that where jobs are evaluated using the GLPC scheme and Haringey price tag that they be put onto a minimum point on the new grade in the pay structure that is at least equal to their previous pay grade increment. Where the new basic pay exceeds the old total pay – basic pay plus allowances (but excluding overtime) – those allowances that have been agreed to go (see attached list at Appendix A4) will cease to be paid.

Where an evaluation results in a loss of basic pay the individual will be put on the top spine point of the grade. This will not apply to range grades, although the principle of this point will be applied in spirit.

Where the new basic pay does not exceed the old total pay, the allowances that have been agreed to go will still cease but appropriate compensation/ transition arrangements will apply.

For the remaining staff these will retain their existing grade structure and there will be no change until after job evaluation.

New grade structure changes at SO2-PO2 level will become effective following evaluation of these posts. The revision will delete the existing PO1 grade. This will result in the current SO2 grade being re-titled and called PO1. For staff in grades SO2 – PO2 they will be assimilated onto revised grades as and when they have been evaluated in accordance with the job evaluation timetable outlined above.

## **8. Pay Progression**

Incremental progression for staff on all grades of will remain as at present with progression to the next increment on the grade scale each 1 April unless in post less than 6 months in which case it will be 6 months from start date.

## **9. Future evaluations/Justification for retaining pay levels**

The GLPC Job Evaluation scheme will be used for all future evaluations of grades after the date of this agreement.

The resultant job evaluation may result in a change in grade up, down or at same level as previously. Where the grade changes from what it was previously there will be three options to pursue as follows

- Review or appeal the job evaluation
- Revisit the job description and apply additional duties where there is a service benefit. Any additional duties should be cleared with HR.
- Where justified, determine whether a range grade might be appropriate for the post
- Consider whether Recruitment & Retention allowances are justified. Note -these will only be applied where market pay levels are an issue and they need to be objectively justified and reviewed – see section below.

For staff whose contractual pay entitlements go down the protection arrangements will apply (see below). Please note that any protection will only apply to those staff affected by first time around GLPC job evaluation whose grade goes down. It is not applicable to redeployment situations.

## **10. Recruitment & Retention allowance/Market Supplements**

Recruitment and Retention (R&R) increments can be requested where market issues demonstrate that it is difficult to recruit or retain staff unless an adjustment to pay is made.

Any R&R increment adjustment will have to be justified on the basis of the likely impact on the job group of down grading the staff, i.e. difficulty of retaining staff and recruiting new staff because of the lower pay. This justification will be backed up by hard data/ evidence.

It is important to note that a difference in pay may be justified in equal pay terms where an objective justification can be provided that is not based on gender.

The Head of HR will have to sign off R&R increment adjustments in consultation with Director of the Service and Executive Member. A delegated authority form will need to be completed.

A review period will need to be built into any R&R increment adjustment (no greater than 3 years) and at the time of review the same justification exercise will need to be determined and signed off.

R&R increments will not attract any plus rates e.g. overtime, weekend enhancements, etc.

Additional information about Recruitment & Retention allowances is contained at Appendix A6.

## 11. Compensation proposals

It is proposed that existing manual graded employees be afforded an individually calculated compensation payment not exceeding a value determined using the following formula:

Best average value of comparative bonus for current manual grade comparator × 6 years reduced by 40% (in recognition of the following elements – 25% fee that would be deducted by a no win no fee solicitor, 10% for inflation prior to 2006/07 bonus payments, 5% voluntary nature of the compensatory payment).

Any payments will be pro rated to length of service and hours worked.

In addition compensation will be granted to existing workers whose pay rates have been frozen or 'held back' for a period of time. For example Heads of Kitchens who are one pay award in arrears of other staff. These staff will be afforded a compensation payment based on the loss of the pay award rate x 6 years reduced by 40% as outlined above. Any payments will be pro rated to length of service and hours worked.

This agreement includes provision to award Equal Pay compensation to employees with Equal Pay claims under the Equal Pay Act 1970 as amended, Article 141 of EU Treaty, the Equal Treatment Directive and all other domestic and EU provisions relating to equality of pay ("the Equal Pay Provisions"), and "Equal Pay Claims" shall mean any and all such claims as any employee has or might have under the Equal Pay Provisions and which the council and the relevant Trade Unions identify as being claims **which would have a reasonable prospect of success** before an Employment Tribunal, and which relate to the employment period prior to 31 March 2007, which is the effective date of implementation of the pay and grading review.

Employees who are not satisfied with the outcome of a claim for compensation can still pursue a claim through the Employment Tribunal where such a claim has not been compromised.

## 12. Protection arrangements

These protection arrangements will only apply to those staff affected by first time around GLPC job evaluation whose grade goes down. It is not applicable to redeployment situations.

The effective date for the application of any protection arrangements will apply in accordance with the timetable for the effective date of job evaluation regrade, as outlined above.

It is proposed that 1 year's protection will be given to employees whose grade goes down followed by frozen pay until the pay of the new grade catches up with the frozen pay level.

Pay protection = pay awards and incremental increases retained.

Frozen pay = pay frozen at a set level with no pay awards or incremental increases until such time as the pay of the new grade catches up to the frozen pay.

Protection/ freezing will apply to contractual pay entitlements that go down and will cover basic pay and any allowances that will cease to be paid as a result of this review. If allowances are still valid for payment then protection/ freezing will only apply to the basic pay since any allowances, if relevant, will still be paid.

In order to ensure that the pay protection arrangements do not perpetuate pay differences that are unsustainable in equal pay terms, pay protection will be limited and subject to review at the end of a three year period by HR and the unions and if it appears that protection has continued beyond the 3 years to any material extent, steps are taken to bring such continuing protection to an end.

## 13 Allowances proposals

The table in Appendix A4 shows the list of allowances, bonus payments etc. that the council currently provide.

The table identifies whether the allowances should be retained, reviewed or go.

Where the recommendation is to go this, in most cases, is on the assumption that the allowance is paid to staff on manual grades only and that it can be subsumed within the new pay grade following GLPC job evaluation.

Where a review is proposed these will be subject of review and further proposal to ensure they meet equal value principles. Proposed changes for overtime, shift pay, irregular hours, etc. are outlined in the table below.

Up to and incl. Scale 6	Current (summary)	Proposed
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Up to and incl. Scale 6	Current (summary)	Proposed
Contractual overtime above 36 hours per week	Mon – Sat = time and half (x1½) Sundays = double time (x2) Stat, Public holidays = double time (x2) plus compensatory day off	No change. Retain current rates for contractual overtime
Additional hours – Overtime above 36 hours per week	Mon – Sat = time and half (x1½) Sundays = double time (x2) Stat, Public holidays = double time (x2) plus compensatory day off	Mon – Sat = time and a third (x1.333) Sunday = time and half (x1½ ) Statutory, Public holidays = x1½ Plus compensatory day off
Saturday & Sunday working as part of normal working week	Saturday = x1½ Sunday – up to SCP11 = x2 Sunday – Scp 11 & above = x1½	Retain current levels. Considered same as contractual overtime.
Night work	8pm – 6am = time and third	No change. 8pm – 6am = time and a third (x1.333)
Shift pay – Total period covered is 11 hours or more	<u>Alternating shifts</u> 2 shifts between 11-14 HR s = 12½% of salary 2 shifts more than 14 HR s = 14% of salary  <u>Rotating shifts</u> 3 shifts over 5/6 days = 17% of salary 3 shifts over 7 days = 20% of salary	Any shift pattern = 10% of salary  Note – any loss of pay will invoke the protection arrangements.



<b>Up to and incl. Scale 6</b>	<b>Current (summary)</b>	<b>Proposed</b>
Irregular hours working –  Qualifying period - A period 1½ hours before or after normal office hours	4 – 8 hours in excess of qualifying period per week = 7½% of salary  8 hours or more in excess of qualifying period per week = 10% of salary	No enhancement refer to night work, overtime and Saturday/ Sunday working rules.  Note – any loss of pay will invoke the protection arrangements.
<b>SO1 and above</b>	<b>Current</b>	<b>Proposed</b>
Overtime	Planned overtime rates set (1/4/07) at SO1 – SO2 = £18.48 PO1 – PO3 = £19.80 PO4 – PO8 = £21.48	No change. Note - Uprated in line with national agreements. (These are not contractual unless specified in the contract)

Currently overtime calculations only include an element of London Weighting in the calculation. This stands at £105 per year for officers and £120 for manuals.

We propose to harmonise the London Weighting element to £120 for all and going forward we will increase this amount by the pay award percentage increase each year starting from April 2008.

#### **14. Notice changes**

To reduce the impact of late leavers notification which cause overpayments it is proposed that employees need to give notice to the end of the month after the month in which the employee resigned. For example, a leaver on 20 November needs to give notice until 31 December.

An earlier termination date can be agreed with Human Resources and the manager.

#### **15. Annual leave**

At present the council gives employees with 10 years local government service between 2-3 additional days annual leave depending on grade/work group.

Also under single status manual workers get less basic leave than other staff. Therefore to avoid equal value claims it is important to harmonise leave provisions.

The proposals for leave are as follows.

Leave entitlements are pro rata for part-time employees. Employees qualify for increases in annual leave following completion of X years of local government service and the leave will be applied the following April. See table below for full time entitlements.

No of years service	Old	New Agreed	Current No change	Old	New agreed	New agreed	New agreed
Grades (Spinal point)	1-4 Yrs	1-4 Yrs	5 Yrs	10 Yrs	6 Yrs	8 Yrs	10 Yrs
Scale 1-4 (1-21)	21	21	25	28	26	27	28
Scale 5 (22-25)	24	24	25	28	26	27	28
Scale 6 – SM5	26	26	26	29	27	28	29
Directors/Chef Exec	32	32	32	35	33	34	35
Manual Grades (Sp 1-11)	20	21	25	27	26	27	28
Craft Grades	21	21	26	28	26	27	28

NB. The above does not apply to specific groups of employees, e.g. residential social workers, nursery officers, youth workers.

In addition to annual leave entitlement the following is granted - All Public Holidays; plus two extra statutory days and two additional privilege days which will be fixed or added to the leave entitlement.

It is also proposed that all staff will be able to request to borrow up to 5 days leave from the next leave year subject to senior manager approval. Staff may only borrow leave for 2 consecutive years and then they will be barred from borrowing leave for the next 2 years.

Arrangements for carry over of annual leave will remain as at present with up to 5 days annual leave carry over subject to approval by the manager and exigencies of the service.

## 16. Long service awards

At present the Council gives employees with 25 years local government service a gift of up to £207 in value.

It is proposed to set the gift at a level of £210 for employees with 20 years Haringey service. This will be increased in line with the nationally agreed pay increase percentage.

## 17. Reimbursement of expenses

We propose to adopt a system of reimbursement of reasonable expenses via payroll for travel, meals or overnight stays in place of set allowances.

We propose that:

Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will reimburse approved expenses, subject to appropriate evidence of expenditure being produced, in accordance with local arrangements.

This is in line with national 'Green Book' conditions.

**Meal claims** - It is only expected that expenditure will be reimbursed for meals that would not normally be taken by the employee. It would not be appropriate to reimburse meal expenses where the employee normally buys a meal. For example, if a sandwich and drink is normally bought at lunchtime by the individual and they need to travel to a different location and buy a sandwich and drink then reimbursement will be based on the difference in costs. Where the costs are incurred outside the borough the reimbursement of expenditure will be in full subject to the maximum reimbursement level of £8.00.

A receipt should be produced to validate the expenditure.

It is proposed that claims for meals expenditure will be subject to a maximum reimbursement level of £8, however, it is recognised that for some staff who travel abroad this cut off level may be inappropriate and therefore discretion is granted to the line manager to approve a greater level of reimbursement than £8.00 where they feel this is justified.

### ***Travel and accommodation claims***

For reimbursement of travel and accommodation expenses the parameters for levels of expenditure need to be discussed and agreed in advance with the manager.

## **18. Car Loans**

It is proposed to cease the offer of car loans to staff that qualify for this arrangement.

The council do not have the expertise or systems to comply with requirements of the Consumer Credit Act in terms of giving early settlement advice and loans can be obtained from the high street at better interest rates than the council can give.

In circumstances where an individual is unable to obtain credit due to a poor credit rating, the Council will act as a guarantor with the Council approved bank.

## **19. Staff benefits**

We will link with a provider in a partnership that will promote discounts on shopping, days out and holiday offers, in addition to promoting local business promotions and offers.

We have already introduced Child Care vouchers. We will also consider other staff benefits schemes. These will be via an appropriate provider/agency that can run and manage these schemes.

## **20. Package agreement**

Following agreement between the employers' side and trade unions it is proposed that both groups will consult with staff on the package at the same time.

The trade unions will be seeking a vote from their members on the acceptance or rejection of the package. If a Yes vote is obtained the package arrangements will be incorporated into contracts of employment.