

**To: Council**

**Date: 22/04/2013**

**Item No:**

**Report of: Head of Human Resources**

**Title of Report: Collective Agreement on Pay and Pay Policy Statement**

### Summary and Recommendations

**Purpose of report:** For Council (to note and approve  
(1) the collective agreement on Pay dated February 2013, including its non-pay elements;  
(2) the amendments to the Council's annual Pay Policy Statement 2013.

**Report Approved by:**

**Finance: Nigel Kennedy, Head of Finance**

**Legal: Dan Rawstone, Solicitor, Law & Governance.**

**Policy Framework: An efficient and effective Council**

**Recommendation(s): Council are recommended to:**

1. approve the Collective Agreement on Pay dated February 2013, including its non-pay elements;
2. approve the amendments to the Council's annual Pay Policy Statement 2013; and
3. authorise the Head of Human Resources and Facilities Management to make any changes other than pay; to collective terms and conditions and the Council's employment policies in accordance with the Collective Agreement.

**Appendices to report:**

Collective Agreement on Pay – Appendix 1

Pay Policy Statement 2013 – Appendix 2

Risk Register – Appendix 3

Equalities Impact Assessment – Appendix 4

#### **1. Background**

Determining the terms and conditions on which staff hold office is a full Council function under the Local Government Act 1972 (s.112) and Schedule 1 of the Local Authorities (Functions and Responsibilities) (England) Regulations 2000.

The Chief Executive is authorised under the Council's constitution and delegated powers to determine pay on behalf of full Council, but the non-pay terms and conditions of employment of staff need to be determined by full Council. The collective agreement contains collective terms including pay (e.g. basic pay and the partnership payment) but also non-pay elements such as flex leave, annual leave, staff discounts, staff travel to work, cycle to work and transport/casual user 145 page payments (as detailed below).

## **Collective Agreement on Pay**

- 1 The Council's [third] collective agreement was agreed by the Chief Executive and Council's recognised union representatives in February 2013. A copy of the full agreement is attached at Appendix 1.
- 2 The main elements of the 5-year agreement are:-
  - Cost-of-living pay rise
  - Incremental Progression
  - Partnership Payment
  - Low Pay (removal of Grade 2)
  - Changes to Allowance Rates
  - Travel to work discounts and transport
  - Staff discount scheme
  - Changes to annual leave and flextime

The details are set out below.

### **Cost-of-living pay rise**

- 3 A 1.5% pay rise on 1<sup>st</sup> April each year from 1<sup>st</sup> April 2013 for a 5 year period.

### **Incremental Progression**

- 4 Bi-annual incremental progression will be introduced from 1<sup>st</sup> October 2013. The progression will apply to NJC employees on the bottom salary point of their grade and will be subject to satisfactory performance and attendance.
- 5 On each incremental progression date the bottom point of the grade will be removed so that each grade range will decrease by two salary points over the period of the agreement.

### **Partnership Payment**

- 6 An annual non-consolidated 'partnership payment' will be payable to those employees not receiving an increment and who achieve acceptable levels of performance and attendance (conditional upon the Council achieving its budget each year).

### **Low Pay**

- 7 The removal of grade two from the Council pay grade so that the lowest grade is Grade 3 (starting on spinal column point 16) from 1<sup>st</sup> April 2013.

### **Changes to Allowance Rates**

- 8 Overtime, weekend enhancements and other pay attracting enhancements will be paid at plain time for new staff. Existing staff will continue to be paid at the existing rates of enhancement unless they opt for a lump sum buy out of these rights.

### **Staff Travel to Work Discounts and Transport**

- 9 wherever possible casual car user allowances will be withdrawn. Alternative forms of transport will be actively encouraged or provided.
- 10 Employees who commute to work using public transport will be able to claim a 20% discount (up to a maximum of £150 per annum) on their season tickets.

### **Staff Discount Scheme**

- 11 The Council is joining a national discount scheme on 1<sup>st</sup> April 2013 run by Vectis which allows employees to benefit from discounts on high-street goods and services. These will be available from national and local companies via an online or telephone facility or a discount card.

### **Changes to Annual Leave and Flextime Scheme**

- 12 All offices will be open during the period between Christmas and New Year (apart from bank holidays). Staff will therefore no longer be required to keep three days of their annual leave entitlement to take during this period. The Leave Policy is amended to remove all references to compulsory leave and office closures.
- 13 In the last month of the leave year employees may bring forward up to 5 days leave from the next leave year if there is an urgent need for the leave. This has been added to the Leave Policy.
- 14 The flextime arrangements will revert back to the previous arrangement, whereby employees will only be able to take up to one day of flex leave in any four week period and the maximum carry-over of hours will revert back to ten hours. The Working Hours Policy and Procedure is amended to reflect these changes.

### **Pay Policy Statement**

- 15 The Council is required to publish a Pay Policy Statement annually. The statement has been reviewed and amended to reflect the details of the collective agreement on pay. It is attached at Appendix 2.

### **Risk Assessment**

- 16 A risk assessment covering employment policies and procedures generally is attached at Appendix 3. More specifically the risks of not having a pay agreement in place are those that come from budget uncertainty. A future national pay deal may be unaffordable leading to budgetary pressures that may have to be mitigated in other ways and which could have an adverse impact on services. Also not having the pay agreement may lead to employment relations issues and difficulties in staff recruitment and retention.

### **Climate change / environmental impact**

- 17 The initiatives relating to discounts on public transport and minimising the use of casual car allowances should contribute to the Council's climate change and carbon reduction priorities.

### **Equalities Impact**

- 18 An analysis of the impact of incremental progression was undertaken and the table is attached at appendix 4. It is not anticipated that this agreement will have any adverse equalities impacts. We will, however, monitor the impact of changes to annual leave and flextime and review in 6 months.

### **Financial implications**

- 19 The financial implications of the deal on pay have been fully considered and factored into budgets. By having a 5 year agreement the Council can plan and budget accordingly. Employees also have security and certainty which should have the benefits of increased motivation and morale leading to increased productivity.

20 By having legally compliant policies the risk of any financial compensation claims is minimised.

**Legal implications**

21 The collective agreement on pay and other collective terms will be incorporated to form part of the terms and conditions of employment for Council staff. Contractual terms and conditions will be amended accordingly.

22 The Council has a legal obligation to produce and publish a pay policy statement annually.

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**List of background papers:**

**None**

**Version number:**

## Collective Agreement on Pay – Appendix 1

Local Collective Agreement January 2013 reflecting Oxford City Council's new pay deal 2013/14 to 2017/18.

1. Introduction
2. Incorporation
3. Implementation Date
4. Scope
5. New Pay Grades and Cost of Living
6. Incremental Progression
7. Partnership Payment
8. Assessment of Performance & Attendance
9. Staff travel to work
10. Staff discounts
11. Cycle to work
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14. Transport/Casual user Mileage payments
15. Allowances
16. Compulsory redundancies

### 1 Introduction & Background

- 1.1 Subject to prevailing legislation or imposition by government, and Council's approval for the non-pay elements, this Third Collective Agreement (The "Agreement") reflects the City Council's new pay deal for all staff for the period 2013/14 to 2017/18. This Agreement proceeds and amends:
  - 1.1.1 the local pay review required by the 1997 and 2004 Implementation Agreements contained in the National Joint Council for Local Government Services National Agreement on Pay and Conditions for Service (the "Green Book");
  - 1.1.2 the Council's [first] local Single Status Collective Agreement (SSCA) of 23 September 2009;
  - 1.1.3 The Council's [second] Collective Agreement of 17 February 2011, which expires on 31 March 2013.
- 1.2 This Agreement has been arrived at following negotiations initiated in September 2012 with the local representatives of the recognised trade unions, Unison and Unite the Union.
- 1.3 The background to this agreement is explained in the *"New pay deal for all – A guide for staff to Oxford City Council's new pay deal"*.
- 1.4 In January 2013 all directly employed staff were invited to a series of road shows held across the Council's main sites and presented by Unite and Unison representatives, the Council's Chief Executive and the Head of HR, who each explained and answered questions on the proposed new agreement.
- 1.5 Papers for ballot were provided to Union members (Unison and Unite the Union) in mid-January 2013, with the closing date for Unison's midday on 28 January 2013 and Unite the Union's midday 30 January 2013.

### 2 Incorporation

- 2.1 In accordance with the Council's collective bargaining arrangements, this Agreement is incorporated into the terms and conditions of employment of all employees covered by:
  - 2.1.1 NJC (the Green Book).
  - 2.1.2 JNC for Craft and Associated workers (Red book) (save as specified in clause 4.2),
  - 2.1.3 JNC for chief officers.
- 2.2 All other NJC terms and conditions, including other unaffected Green or Red book conditions (e.g. maternity, sickness), remain unchanged.

### 3 Implementation Date

- 3.1 Unless stated otherwise, all the terms of the Collective Agreement come into effect on the Implementation Date, which is 1 April 2013. This agreement constitutes 3 months' notice of a

change to affected employees' employment contracts (for the avoidance of doubt this notice period will be deemed to have been given on signature of this Agreement).

#### **4 Scope**

- 4.1** This Agreement applies to all employees directly employed by Oxford City Council on the implementation date until the end of the financial year of 2017/18. For the avoidance of doubt, at the end of this Agreement and in the absence of a further local collective Agreement, it is not intended that the national scheme will have any retrospective effect during the period of this Agreement.
- 4.2** Clause 5.2 (inclusive), 5.3 and 6 **only** however do **not** apply to Craft workers (including those operational staff in Direct Service) who continue on their three-spot productivity-based scheme ("Pay Scheme for Operational Staff" [Appendix 2]). Craft workers are therefore eligible for the partnership payment subject to meeting the qualifying criteria.
- 4.3** This Agreement shall however apply indirectly to agency workers in accordance with the Agency Worker Regulations 2010, including to the extent that the Agency worker has worked in the same role at the Council for 12 continuous calendar weeks on or following the implementation date. This entitles the agency worker to the same basic working and employment conditions for doing the same job had s/he been recruited by the hiring Council. Terms and conditions for these purposes are defined as pay, rest breaks and periods, annual leave and any partnership payment (but do **not** include any occupational sick pay, pension, family friendly payment or redundancy payment).

#### **5 New Pay Grades and Cost of Living**

- 5.1** Subject to prevailing legislation, over the course of the next five years, all employees will receive a 1.5% cost-of-living award each year on 1 April (based on their current pay at the time) which will be applied to the New Pay grades set out below and current Craft Worker Pay Grades.
- 5.2** From the implementation date:
- 5.2.1** The New Pay grades applicable until 2017/2018 will be those set out in the "*New pay deal for all*" which replaces the existing grades (Appendix 1).
- 5.2.2** Employees' salaries will move from the existing pay scales to the New Pay grades. Employees can expect to be paid from April 2013 at the New Pay grades.
- 5.2.3** The current lowest pay grade (Grade 2) will be removed on 1 October 2013. Those on Grade 2 will move to the lowest spinal column point on grade 3 (and then they will be subject to clause 6)
- 5.3** At each effective incremental progression date (i.e. 1 October of 2013, 2015 and 2017), pay differentials within the same pay grade will be reduced.

#### **6 Incremental Progression**

- 6.1** For those NJC employees who are on the bottom of each pay grade:
- 6.1.1** Incremental progression will be reintroduced from 1 October 2013, subject to an assessment of performance, behaviours and attendance. 1 October is the new effective date for increments.
- 6.2** Increments will then be available (subject to an assessment of performance, behaviours and attendance) every other year (October 2015 is the next incremental progression date, then October 2017) until an employee's pay reaches the "mid point" of the grade (NB the grade is that as described before this Agreement comes into effect on 1 April 2013). A true 'mid-point' will be introduced for any grade without a mid-point. Staff not eligible for an increment will be eligible for a Partnership Payment subject to the same assessment of performance, behaviours and attendance. For the purposes of determining eligibility for an increment, (and not in respect of any other aspect of managing attendance), all employees will be deemed to commence the financial year in question with an assumption that they have not been sick previously
- 6.3** There will not therefore be any increments in Oct 2014, or October 2016, or Oct 2018, unless an eligible employee is unsuccessful in achieving an increment in the preceding year but reaches the criteria the following year.
- 6.4** At each effective incremental progression date, the lowest point within each pay grade will be removed. Over a period of time this is intended to reduce the range within each grade by at least two spinal column points (as outlined in 6.2 above) at which time further discussions are intended.

- 6.5** Incremental progression as detailed above will not apply to Craft workers (including those operational staff in Direct Service) who will continue on their three-spot productivity-based scheme ("Pay Scheme for Operational Staff as set out at [Appendix 2].

## **7 Partnership Payment**

- 7.1** For all employees **not** eligible for an increment in any given year, they will be eligible for an annual Partnership Payment, subject to an annual assessment of performance, behaviours and attendance.
- 7.2** All partnership payments and exact amounts paid will be conditional upon the Council achieving its budget each year.
- 7.3** For the purposes of determining eligibility for the partnership payment (and not in respect of any other aspect of managing attendance), all employees will be deemed to commence the financial year in question with an assumption that they have not been sick previously.
- 7.4** Payments will be made on reduced/pro-rata basis (i.e. to hours worked as a proportion of the standard full time working year) for part-timers or new starters or those having taken authorised absence. The payment is payable to staff in post on the payment date, which will be the first normal pay day following written confirmation by the Council's Chief Finance (Section 151) Officer of the financial year end outcome. On the assumption that payments will be made, it is anticipated the payment dates will be in July 2013 and annually thereafter.

## **8 Assessment of Performance & Attendance**

- 8.1** From 2013/14 onwards it is expected there will be three levels of overall appraisal rating, of which those appraised at the top two levels will receive **either** the Partnership Payment **or** an increment (but not both). Where an increment is less than the equivalent Partnership Payment based on the level of performance, behaviours and attendance the balance will be payable as a one off payment to the employee.
- 8.2** In addition to the performance and behaviour criteria, in order to be eligible for a partnership payment or increment, minimum levels of attendance are required as follows, which will be adjusted for those working on a reduced/pro-rata basis (i.e. to hours worked as a proportion of the standard full time working year) or new starters or those having taken authorised absence:

2013/14 = 8 days maximum  
2014/15 = 7 days maximum  
2015/16 = 6 days maximum  
2016/17 = 6 days maximum  
2017/18 = 6 days maximum

## **9 Staff travel to work**

- 9.1** The Council will fund a discount to those employees using a season ticket for travel to work by bus or train. The discount will be capped at 20% or £150 per annum (index linked), whichever is the smaller.

## **10 Staff discounts**

- 10.1** Employees will benefit from a number of discounts on high-street goods and services via an online or telephone facility

## **11 Cycle to work**

- 11.1** Subject to prevailing legislation, the Council will continue to offer the tax-efficient cycle loan/purchase scheme whereby employees can benefit from significant savings on bicycles and equipment until such time that the government withdraws the concession should that fall within the period of this Agreement.

## **12 Flexitime**

- 12.1** Paragraph 4.26 of the current Working Hours Policy and Procedure will be amended, so that one day of flex-leave (reduced from two days) is available to be taken per four week flex period (i.e. reducing the two days flex per month available under the previous arrangements).

## **13 Leave.**

- 13.1** Annual leave is maintained at the levels (set out in clause [3]) of the standard employment contract.
- 13.2** As from the leave year commencing 1 October 2013 all Council offices [and works] will remain open during the period between Christmas and New Year. Therefore 3 days will no longer be designated to

be taken as annual leave on those weekdays normally falling between Boxing Day and New Year's Eve bank holidays. Clause 4.7 of the Council's Leave Policy will be amended accordingly. Employees may however apply for leave, and dependant on business needs, such requests may be granted, during that period in accordance with the Leave policy. This Christmas period arrangement constitutes a permanent change beyond the 5 year period of this collective agreement, subject to a review in January 2015.

**13.3** The annual leave calendar will continue from 1 October to 30 September, except where local arrangements apply. The Council may also seek to move the leave year anniversary (e.g. to the individual employees date of employment) in consultation with trade unions, during the course of this agreement. In the last month of any leave year, employees can request to bring forward up to five days from the next leave year into the current leave year, subject to the line manager's agreement.

**13.4** Employees will still be able to buy up to an additional 24 days of annual leave per year, subject to the Leave Policy.

**14 Transport/Casual user Mileage payments**

**14.1** Where-ever possible and appropriate, casual user car allowances are intended to be withdrawn and alternative forms of transport used instead.

**15 Allowances**

**15.1** For newly appointed staff: overtime, weekend enhancement and any other pay currently attracting enhancements will be paid at the plain time rate regardless of how many hours are worked or when they are worked.

**15.2** For existing staff: overtime and weekend enhancement will continue at the existing rates (1.33 and 1.66 x normal hourly rate) for the duration of this Agreement. Employees will be able to opt for a lump sum buy-out of their rights to current enhanced rates of pay, if they so wish. The sum is not negotiable with trade unions and may be offered by management at any time during the period of this agreement.




**16 No compulsory redundancies to front line staff**

**16.1** On the basis that Unison and Unite comply in full with the provisions of this agreement, and subject to prevailing legislation, the Council agrees that during the currency of this Agreement there shall be no compulsory job losses to front line staff, provided that:

**16.2** There are no material changes to the Council's current responsibilities, or

**16.3** There is no material change in central government funding arrangements for local authorities (for example a significant funding cut or the imposition of a cap on Council tax increases being set at 0%).).

This Collective Agreement has been reached between Oxford City Council and the recognised Trade Unions, Unison and Unite. This Agreement is signed below on behalf of the parties

For and on behalf of the Council:	Signature:
Name: Peter Sloman, Chief Executive	
Date: <u>13</u>	
For and on behalf of Unison:	Signature:
Name: Caroline Glendinning	
Date: <u>7/2/13</u>	
For and on behalf of Unite the Union:	Signature:
Name: Steve avis	
Date: <u>7 2</u> ....	







**OXFORD CITY COUNCIL**  
**DIRECT SERVICES**

**PAY SCHEME FOR THE OPERATIONAL STAFF**

**1. Summary**

This pay scheme is based on the following principles:-

- To provide a fair days pay for a fair days work.
- To achieve service targets.
- To achieve value for money.
- To provide appropriate harmonisation/single status improvements.
- To stabilise the organisation and provide long term job security.
- To give a fair reward for work undertaken, irrespective of the task.
- To deliver a high quality service to our customers.
- To ensure that staff work a minimum of 37 hours per week.
- To be competitive in the construction industry market.

**2. Effective Date**

This pay scheme took effect from 1 July 2004.

**3. Pay**

(a) Staff are paid a fixed annual salary, at one of the seven salary bands in operation. There are three salary bands for each trade/skills group. The purpose of three bands is to recognise the different level of skills and experience between staff (both trade and specialist), the different levels of productivity between staff and also the range of duties being undertaken.

(b) The bands, skills groups and annual salaries are shown in the following chart:-

Band					Annual Salary
B	Semi-Skilled				£21,915
C					£23,602
D		General Trades			£26,130
E			Multi Trades		
F				Plumbers	Electricians & Gas Engineers
G					
H					£36,243

(c) The annual salaries are reviewed on 1 April each year and updated for inflation, based on the annual wage settlement percentage increase determined by the Joint Negotiating Committee for Local Authority Craft and Associated Employee's.

(d) The annual salaries are all inclusive and no additional payments will be made for tool allowances, dirt money, specialist skills and qualifications etc. The only exception will be for those staff who act as Qualified First Aid Officers which will attract an additional payment.

#### **4. Movement between Salary Bands**

- (a) New employees are appointed to the lowest salary band appropriate to their skills for the first three months of their employment. During these three months, the new employees normal level of productivity will be assessed and appropriate adjustment made to that employee's pay from the first full calendar month thereafter.

**NOTE: Upward movement of salary bands need not be incremental.**

- (b) There is on-going monitoring of actual productivity against the productivity expected of staff for the pay band in which they are appointed.

There will be formal reviews on a six monthly basis (i.e. every January and July) and staff who have consistently over achieved in that six month period, may be moved to a higher band, subject to the top band for the trade/skills groups not being exceeded. The reviews will be undertaken by a board comprising of two managers and one trade union representative. Adjustments in salary bands agreed by the board will be effective from the first of the month following the review, unless there is an appeal.

Staff will have the right of representation by their trade union or other representative at any review/appeal meeting.

There will be a right of appeal against the review board's decision and that appeal will be heard by an Appeals Panel comprising the Head of Direct Services and a member of the corporate People and Equalities Team. Any appeal must be received by the Head of Direct Services within fourteen calendar days of the review board's decision. In instances where the Appeals Panel endorses the review board's decision, any downward movement in salary band will take effect from the first of the month following the Appeals Panel hearing. The decision of the Appeals Panel will be final.

- (c) When staff are appointed to a salary band, they are contracted to undertake a level of productivity consistent with that salary band (i.e. it is not optional). Therefore it is not anticipated that staff will consistently under achieve in terms of productivity.

If, however, any member of staff regularly does not meet the level of productivity consistent with their current salary band, without good reason, then he/she is at risk of being moved onto a lower band or skills group. By participating in this scheme, employees consent to such movement. In exceptional cases, the Council also reserves the right to deploy the Performance Improvement Policy or appropriate disciplinary sanctions.

In instances of staff being moved to lower band, a review of productivity will be undertaken six months after the effective date of the downgrading.

Where employees find it impossible to achieve their contracted level of productivity due to a disability or declining physical health (e.g. a long term medical problem), the Council will consider making reasonable adjustments to accommodate them, including movement to a lower salary band or skills group.

#### **5. Multi-Trade Staff**

For staff to be appointed as a Multi-Trade Staff member, they will need to fulfil the following criteria:-

- (a) They are qualified in one trade (either by formal qualification, time-served apprenticeship/training or 10 years practical experience).
- And (b) They are competent in the main skills of at least one other trade. This will be tested by means of a practical assessment undertaken by an independent assessor. The independent assessor will be a senior manager within Direct Services who has a trade background in the skills that need to be assessed.
- And (c) They undertake a comprehensive range of repairs across a number of trades.

**NOTE: It is recognised that an NVQ Level 3 in Building Maintenance (Multi-Skilled Work) exists and anyone who has this qualification, fulfils criteria (a) and (b) above for appointment to a Multi-Trade post.**

## **6. Productivity**

The pay package detailed in this document, together with the conditions of service that also apply, represent market rates. Therefore, the productivity levels that will be expected also reflect market productivity. There will be no precise measure of workload, since the type of work undertaken by Direct Services is not identical from site to site. Flexibility needs to be built in to take account of both routine and non-routine jobs. The exact productivity expectations will be determined by the Line Manager, aided by a management guide detailing job values. This guide has been produced following discussions with appropriate trade union/trade representatives. Operational staff must complete all tasks allocated to them each day unless they have the agreement of their Line Manager to vary it as a result of problems experienced. Productivity expectations include all staff working a minimum of 37 hours per week. The Line Manager will take account of the type of work undertaken, e.g. emergencies, when determining appropriate workloads. These expectations will vary as time goes on to take account of capital investment made by the Council to improve productivity, such as hand-held technology, vehicles etc.

The key principle is that the higher the salary band for the trade group, the greater will be the productivity requirement.

## **7. Pay Period**

Staff are paid on a monthly basis (one twelfth of their annual salary for each completed calendar month with appropriate reductions for working only part of the month) by credit transfer to a bank or building society account.

## **8. Hours of Duty**

All employees are required to work a minimum of 37 hours per week. Flexible working hours will apply, but attendance will be required 5 days each week, Monday to Friday inclusive, with both mornings and afternoons being worked on these days.

Flexibility in working hours is essential to ensure good customer care and customer needs must be the key driver to hours worked. Therefore access to properties outside standard hours, i.e. 8.00am – 4.00pm Mondays to Thursdays, 8.00am to 3.30pm Fridays, will be subject to agreement with tenants. The range of flexible working hours will be 7.30am – 6.30pm Mondays to Fridays inclusive.

Lunch breaks are flexible between 30 minutes (minimum) and 1 hour 30 minutes (maximum) with the latest start time for lunch being six hours after work commenced. Staff who wish to take lunch breaks of 1 hour or more, must agree this in advance with their Line Manager so that work arrangements, appointments etc, can still be fulfilled.

7.30 a.m. is the earliest start time and the earliest finish time will be 3.30 p.m. Mondays to Thursdays, 3.00 p.m. Fridays.

Start time is the time arriving at the first job (or depot if essential) and the finish time will be the time leaving the last job. The only exceptions to these arrangements will be when travel to the first job or from the last job is outside the normal work area for that member of staff. These exceptions must be agreed, in advance, with the Line Manager.

**9. Annual Leave**

- All employees in post on 31 March, 2010 will have a standard annual leave entitlement of 29 working days, plus three days over the Christmas period, in other words a total of 32 days overall.
- New employees who join the Council after 31 March, 2010 will have an annual leave entitlement of 25 working days, plus three days over the Christmas period making a total of 28 days. This will be increased to 32 days after five years' service.
- In addition to annual leave, as detailed above, the normal public and bank holidays will apply (currently eight days).
- The leave year runs from 1 October to the following 30 September.
- Annual leave of no more than 5 days may be carried forward from one leave year to another. In these instances the carry forward leave must be taken by 31 December and any days not taken by that date will be forfeited. More than a 5 day carry over of leave will only be allowed in exceptional circumstances, such as long term sickness absence, and must be authorised by the Head of Direct Services.

**10. Non-Productive Time**

Good organisation by the Line Manager and operational staff should ensure that non-productive time is kept to a minimum. However, it is recognised that some non-productive time will be incurred for reasons such as attendance at meetings, wet time, undertaking shop steward functions etc. and the Line Manager will adjust productive work expectations to take account of legitimate non-productive time.

**11. Payment for Non-Working Days**

Full pay applies to the following:-

- Annual Leave
- Public Holidays
- Approved Special Paid Leave (compassionate leave etc.)
- Sickness Absence (subject to entitlement)
- Industrial Injuries (subject to entitlement)
- Lieu Days

No pay applies for the following:-

- Special Unpaid Leave
- Unauthorised Absences

**12. Additional Hours Working**

Where staff are requested to work additional hours in order to achieve business targets, the following pay rates will apply: -

<u>Band</u>	<u>Hourly Rate</u>
B	£11.36
C	£12.23
D	£13.54
E	£15.73
F	£16.60
G	£17.48
H	£18.79

These rates are reviewed on 1 April each year and increased by the same percentage as the annual salaries, as detailed in paragraph 3 (c).

**13. Overtime Working**

Where staff are required to work overtime due to business needs, the following rates will apply:-

<u>Band</u>	<u>Time</u>	<u>Time and One Third</u>	<u>Time and Two Thirds</u>
B	£11.36	£15.11	£18.86
C	£12.23	£16.27	£20.30
D	£13.54	£18.01	£22.48
E	£15.73	£20.92	£26.11
F	£16.60	£22.08	£27.56
G	£17.48	£23.25	£29.02
H	£18.79	£24.99	£31.19

These rates are reviewed on 1 April each year and increased by the same percentage as the annual salaries, as detailed in paragraph 3 (c).

**14. Standby Duty**

A separate agreement exists to cover standby/call out duties undertaken outside of normal working hours. A fixed daily payment is made to reflect the need to be available and the hours worked.

**15. Quality of Work and Rectification**

It is important that all work is completed to a professional quality standard. All completed work has a warranty period of six months from completion (12 months in the case of new central heating installations). Any problems that occur during the warranty period, which are not due to tenant abuse or material failure, are classed as rectification work and are the responsibility of the member of staff who undertook the work.

Where the member of staff is required to go back and rectify his/her own work due to poor quality and/or omission of part of the job, then this rectification must be undertaken in addition to the normal workload assigned to that member of staff.

Where the tenant refuses to allow a member of staff back to undertake the rectification work, then another member of staff will be sent back as part of their normal workload. The member of staff who originally produced the poor quality of work will be required to undertake the workload which the person undertaking the rectification work would have been allocated, in addition to their normal workload.

The quality of work is regularly monitored and employees who are frequently required to rectify their work will render themselves liable to formal action. This will equally apply in a single incidence where the quality of work is particularly poor.

All rectification work must be completed within 3 working days of the work being allocated to the appropriate member of staff.

**16. Shortages of Work**

Since the service provided by Direct Services is largely responsive, there may be periods when work in a particular trade is short. In such instances staff will be redeployed to other duties within Direct Services and their pay will be protected. Whilst undertaking other duties it is recognised that productivity levels may not be as great as for normal duties and the Line Manager will adjust his/her expectations as a consequence.

**17. Time Recording and Claims**

All time recording and claims required by the Line Manager must be completed fully, accurately and submitted in accordance with the timescales prescribed by the Line Manager.

Any employee who submits false time records/claims in respect of hours/times worked, work undertaken/completed or expenses incurred will render themselves liable to dismissal, since the Council considers such action to fall within the category of gross misconduct under the disciplinary rules.

**18. Superannuable Pay**

The annual salary shown in paragraph 3 (b) is superannuable. All other earnings will be non-superannuable.

**19. Apprentices**

(a) The annual salaries for Apprentices are as follows :-

<u>Trade</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
General Trades	£7,868	£9,553	£15,171	N/A
Plumbers	£8,429	£10,114	£15,734	£17,419
Electricians and Gas Engineers	£8,709	£10,396	£16,015	£17,982

(b) The annual salaries are reviewed on 1 April each year and updated for inflation, based on the annual wage settlement percentage increase determined by the Joint Negotiating Committee for Local Authority Craft and Associated Employees.

(c) Apprentices are only required to work 37 hours per week. The actual times of duty will vary in order to fit in with the hours worked by the skilled employees with whom they are working, but apprentices will not be required to work for more than their contracted 37 hours per week.

(d) It is acknowledged that learning and development are key aspects of apprenticeships and that in the first two years of apprenticeships these tasks will dominate the working week. Consequently in the first two years of each apprenticeship, there are no measurable productivity outcomes expected from apprentices. However, in the final year for General Trades Apprentices and the final two years for Apprentice Plumbers, Electricians and Gas Engineers, there are productivity expectations which are fundamental to the development of the



apprentices in their progression to full trade status and pay. These productivity expectations are percentages of the productivity requirements for skilled employees in the lowest pay band for their appropriate trade.

The percentage of work to be undertaken by an apprentice (added to the skilled employees workload) are the following percentages of a skilled employee in the lowest pay band appropriate to their trade:-

<u>Trade</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
General Trades	-	-	50%	N/A
Plumbers	-	-	25%	50%
Electricians and Gas Engineers	-	-	25%	50%

## 20. Improvers

When apprentices have finished their apprenticeships, they will go onto an Improver rate for the first 12 months. This will give the opportunity to build up their experience, skills and confidence, in order that they can achieve the productivity targets of the bottom band of the skilled employees pay band.

During this 12 month period Improvers will be paid the following percentage of a skilled employee's annual salary and will also be required to achieve the same percentage of a skilled employee's productivity level.

If productivity targets are not achieved each quarter, progression to the next incremental stage will be withheld. Consistent under achievement will be dealt with under the Performance Improvement Policy or appropriate disciplinary sanctions.

**Note: Upward movement in pay need not be incremental.**

<u>Trade</u>	<u>1st 3 Months (75%)</u>	<u>2<sup>nd</sup> 3 Months (82.5%)</u>	<u>3<sup>rd</sup> 3 Months (90%)</u>	<u>4<sup>th</sup> 3 Months (95%)</u>
General Trades	£17,701	£19,471	£21,241	£22,422
Plumbers	£22,758	£25,034	£27,310	£28,827
Electricians and Gas Engineers	£24,023	£26,425	£28,827	£30,427

Subject to satisfactory performance, at the end of the twelve months, the Improver will be appointed as a skilled trade employee (appropriate to their skills) and paid accordingly.

Note: This arrangement applies to Improvers who commenced their apprenticeship after January 2008.

## 21. Communication

Effective communication between the Line Manager and operational staff is essential in order to ensure that the objectives of this scheme are met. All staff must have their mobile phones switched on and with them at all times during the working day and they must be answered quickly, unless it is unsafe to do so, e.g. when driving without the proper hands free kit.

Problems that will affect the work for that day must be notified to the Line Manager urgently. Equally, if staff wish to vary their normal working times or take long lunch breaks, the Line Manager should be advised. These measures will enable the service to our customers to be improved.

**22. Job Evaluation**

This agreement determines appropriate salary bands for Direct Services which are appropriate to the construction industry in order to ensure that market rates apply. Consequently, Direct Services operational staff will not be involved in any job evaluation exercise undertaken by Oxford City Council since local government comparators are not considered to be appropriate.

**23. Surplus Sharing**

Surplus sharing does not apply under the conditions of this pay scheme.

## Appendix 2 - Pay Policy Statement 2013

### OXFORD CITY COUNCIL

### PAY POLICY STATEMENT 2013

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## OXFORD CITY COUNCIL

### PAY POLICY STATEMENT

#### **Aim**

1. Oxford City Council (the Council) makes decisions on pay which are appropriate to local circumstances (such as cost of living in Oxford, the need to compete for talent in the market in challenging areas, etc.) and which deliver value for money for the community. In publishing this statement the Council wishes to give assurance and transparency in its pay decision making processes and overall policy.
2. The Council is committed to the procedures which determine the pay and conditions of employment in that they are fair, free from bias and do not discriminate unlawfully. This includes ensuring that the differences in pay between the lowest and the highest paid employees are not unduly disparate.
3. The Council also seeks to operate a pay system that is transparent and based on objective criteria.
4. The Chief Executive has delegated authority in respect of pay, in accordance with national or local pay award/review schemes other than the Chief Executive's own pay and that of any Directors. Decisions in respect of the pay of the Chief Executive and Directors are made by the Appointments Committee, which is a politically proportionate Committee of Council.

#### **Scope**

5. The Council's Pay Policy Statement covers all employees

#### **Definitions**

6. This statement makes reference to the following:

*'Lowest paid employees'* – for the purposes of this Statement, these are defined as: those employees paid at the prevailing Oxford Living Wage rate (on the basis these are the Council's lowest paid staff) with the exception of those identified at paragraph 20 (below). From October 2013 no Oxford City Council employee will be paid at a rate below grade 3, except those identified at paragraph 20 (below)

*'Pay multiple'* - the ratio between the highest paid employee and the median earnings calculated across the whole Council

*'Remuneration'* – includes salary, expenses, bonus, partnership payment and also severance payments

*'Senior staff / most senior staff'* – either directly employed or hired under a contract for services, which can mean self-employed or via an agency). Specifically these are:

- *Chief Executive*
- *Directors*
- *Heads of Service*

## **Legislation**

7. The Council is required by the Localism Act 2011 to prepare, approve and publish a pay policy statement.

8. The Council must also have regard to the Code of Recommended Practice for Local Authorities on Data Transparency which makes a commitment to follow three principles when publishing data: responding to public demand; releasing data in open formats available for re-use; and, releasing data in a timely way. This includes data on senior salaries and the structure of the workforce.

## **Principles**

### **Remuneration**

9. The City Council currently remunerates all staff through the following elements:

- Salary – the Council has adopted a Living Wage where no employee earns less than £8.01 per hour (reviewable annually in line with cost of living increase). From April 2013 the lowest Council employee rate will be £8.13 (except for those employees identified in paragraph 20 (below), rising to £8.74 in October 2013)
- From April 2013 a new 5-year pay deal has been agreed which introduces a 1.5% cost of living award each year, re-introduced increments (for those on the lowest spinal column point in each grade and subject to an assessment of performance and attendance) and continues the partnership payment.
- Partnership payment - payable to all staff who achieve an acceptable level of attendance and appraisal on the assumption the Council achieves its budget requirements. The Chief Executive and Directors have voluntarily withdrawn from the payment but are nonetheless committed to its provision.
- Various allowances payable where additional duties are undertaken and payment for which is not included through normal salary ((e.g. standby, overtime). There are various rules regarding these payments such as earnings limits over which certain items cannot be claimed.
- A travel concession for all staff travelling to work by public transport and purchasing a season ticket – at a rate of 20% of the cost of the ticket or £150 per year, whichever is lower

10. All staff are automatically enrolled in the Local Government Pension Scheme and are required to specifically opt out should they so wish

11. There are a range of benefits such as flexible working, leisure concessions, childcare vouchers and various discounts on high street goods and services. The Council does not provide any benefits in kind to any staff member (such as company cars). Where required, equipment may be provided in order to assist in the performance of duties, such as a laptop, but any such items are to be returned to the Council on cessation of employment.

## Variations in remuneration

12. Apart from the differences identified in paragraphs 13 & 14, there are no other distinctions made in terms of remuneration. Severance payments are made in accordance with the Council's Organisational Change Policy which applies to all staff.

## Current Pay Schemes

13. Three pay schemes are operated (in agreement with trade unions) as follows:

- 1) National Joint Council (NJC) for Local Government Services. Grades 3 – 11 using NJC SCP points. This covers the majority of staff (Scheme 1)
- 2) Joint National Council (JNC) for Craft & Associated Employees. Grades. This covers approximately 150 employees (Scheme 2)
- 3) Hay grades for certain senior positions as indicated in the bi-annual executive pay review (Scheme 3)

## Current Pay Schemes – more detail

14. Staff are appointed at the bottom of the grade unless there are exceptional circumstances which must be agreed by the Head of Human Resources & Facilities Management. The schemes in more detail are as follows:

Scheme 1 – the principal scheme which is appropriate for the majority of staff and introduced as a result of Single Status and by agreement with trade unions. It consists of 9 grades and was based on the national spinal column points at the point the Council entered a local pay agreement. It is based on an analytical job evaluation scheme with a pay line set at broadly median market rate. Those employees on the bottom of each grade are eligible for bi-annual progression based on an assessment of performance and attendance. In sales related jobs, there is a documented bonus scheme in place payable as a result of new business opportunities realised.

Scheme 2 – the Council has an agreement with trade unions whereby it adopts the national scheme for skilled craft workers with a productivity element determining progression. The scheme recognises the nature of progression through apprenticeships and then once skilled, the reasonably high yet static level of competence needing to be maintained to perform safely and effectively.

Scheme 3 – like many other public sector organisations, the Council uses the Hay job evaluation scheme and industry leading independent consultants to recommend pay for the Chief Executive, Directors, Heads of Service, and a small number of key corporate roles. Whilst the NJC job evaluation scheme represents best practice in determining relativities between posts for the majority of staff, the scheme does not include the appropriate breadth to include the responsibility factors of senior posts such as corporate leadership, reputation management, major programme delivery, etc. Other than for the Chief Executive and Directors (that process being outlined in paragraph 4 above), senior officer pay is reviewed every 2 years by independent external review and the recommendations considered by the Chief Executive.

There are separate grades for senior officers as follows:

Chief Executive  
Executive Directors

Heads of Service (4 different grades according to level of responsibilities and market factors)

Corporate Lead Officers (in Finance and Planning)

Progression is based on an assessment of competency and performance. The manager in each case determines progression within grades apart from the Chief Executive and Directors which is as set out in paragraph 4.

For all 3 schemes (except for Directors and the Chief Executive) an annual Partnership Payment is payable to eligible staff (i.e. those not receiving an increment) subject to the Council achieving its budget and an acceptable level of individual performance and attendance.

### **Returning Officer**

15. The Council's Returning Officer (for the purposes of elections) is paid a separate fee in addition to normal salary in accordance with the prescribed fee for each election.

### **Leavers, Re-engagement, Pensions**

16. In accordance with the Council's normal arrangements regarding termination and severance payments, no employee leaving under a compromise agreement with a redundancy payment can be re-employed by the Council within a period of 36 months.

17. The same arrangements apply to ex-employees seeking engagement as Chief Officers under a contract for services.

18. The Council will apply the agreed approach on abatement (as outlined in its Discretionary Payments Policy) relating to pensions for all employees working for the authority and already in receipt of a local government pension.

19. In accordance with the Council's Discretionary Payments Policy, the Council does not augment pensionable service for leavers.

### **Lowest Paid Employees**

20. The Council adopted a Living Wage in 2009. In January 2012 the London Living Wage was £8.30, the National Living Wage is £7.20, the Oxford Living Wage is £8.01. No Council employee\* will be paid less than this, apart from JNC Craft Worker apprentices (who are paid in accordance with the JNC Craft and Associated Employees scheme) who initially commence their apprenticeship below the Oxford Living Wage but rapidly progress to rates well in excess of it. The 2013 – 2018 pay deal gives further attention to the lowest paid by increasing the lowest spinal column point to £8.77 per hour from October 2013 (for Council staff only – this is not a new Oxford Living Wage).

*\* No agency worker will be paid less than the prevailing Oxford Living Wage (the hourly rate calculation can include payment in lieu of holiday pay)*

### **Pay Multiple**

21. The Oxford City Council pay multiple is 1:7 which is considered to be appropriate in the context of achieving a reasonable balance between increasing the standard of living for the lowest paid employees (and their having to meet the expense of living in

Oxford), and ensuring we attract and retain the skills and experience required at the most senior level to meet the challenges the City faces.

### **Equal Pay**

22. The Council will periodically undertake an equal pay review in agreement with trade unions.

### **Communication & Data Publication**

23. The Council will publish its annual Pay Policy Statement on its website on or before 31 March each year for the following financial year.

24. Any changes to the Pay Policy Statement may be made by resolution of the Council (including during the financial year to which it relates). Any changes will be publicised on the Council's website as soon as possible after revision.

25. The Council will also publish data annually relating to senior officer remuneration as outlined in the Code of Recommended Practice for Local Authorities on Data Transparency.

### **Monitoring/Review**

26. The Chief Executive, as the Head of Paid Service, has overall responsibility for employees and therefore annual publication of the Pay Policy Statement and pay data produced in relation to it.



### Risk Register – Appendix 3

Risk ID	Risk					Corporate Objective	Gross Risk		Residual Risk		Current Risk		Owner	Date Risk Reviewed	Proximity of Risk (Projects/ Contracts Only)	
Category-000-Service Area Code	Risk Title	Opportunity/Threat	Risk Description	Risk Cause	Consequence	Date raised	1 to 6	I	P	I	P	I	P			
SRR-007-PE	Employment Policy and Procedures	T	Failure to provide a suite of policies that fit for purposes of improving performance and managing risk	Managers not equipped with a revised policy and procedure	Effective employment policies not implemented, consistently and fairly applied	1.1.2010	6	3	3	2	2	3	2	Simon Howick	13.3.13	

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ACTIONS MUST BE 'SMART'										Key	
Specific, Measurable, Achievable, Realistic and Time bound										CLOSED ACTION/Risk	
Risk ID	Risk Title	Action Owner	Accept, Contingency, Transfer, Reduce or Avoid	Details of Action	Key Milestones	Milestone Delivery Date	%Action Complete	Date Reviewed			
SRR-007-PE	Employment Policy and Procedures	Simon Howick	R	Develop and agree policy through internal consultation process to produce final policy documents for approval by Council. To provide appropriate guidance and training to managers and employees on new policies and procedures.	Approval of Collective Agreement on Pay and updated Pay Policy Statement	???	95%	13.3.13			

## Equalities Impact Assessment – Appendix 4

*Prior to making the decision, the Council's decision makers considered the following: guide to decision making under the Equality Act 2010:*

*The Council is a public authority. All public authorities when exercising public functions are caught by the Equality Act 2010 which became law in December 2011. In making any decisions and proposals, the Council - specifically members and officers - are required to have **due regard** to the **9** protected characteristics defined under the Act. These protected characteristics are: **age, disability, race, gender reassignment, pregnancy and maternity, religion or belief, sex, sexual orientation and marriage & civil partnership***

*The decision maker(s) must specifically consider those protected by the above characteristics:*

- (a) to seek to ensure equality of treatment towards service users and employees;*
- (b) to identify the potential impact of the proposal or decision upon them.*

*The Council will also ask that officers consider whether the policy, strategy or spending decisions could have an impact on safeguarding and / or the welfare of children and vulnerable adults*

*If the Council fails to give 'due regard', the Council is likely to face a Court challenge. This will either be through a judicial review of its decision making; the decision may be quashed and/or returned for it to have to be made again, which can be costly and time-consuming diversion for the Council. When considering 'due regard', decision makers must consider the following principles:*

- 1. **the decision maker is responsible for identifying whether there is an issue and discharging it.** The threshold for one of the duties to be triggered is low and will be triggered where there is any issue which needs at least to be addressed.*
- 2. **the duties arise before the decision or proposal is made, and not after and are ongoing.** They require **advance** consideration by the policy decision maker with conscientiousness, rigour and an open mind. The duty is similar to an open consultation process.*
- 3. the decision maker must be **aware of the needs of the duty.***
- 4. the **impact of the proposal or decision must be properly understood first.** The amount of regard due will depend on the individual circumstances of each case. The greater the potential impact, the greater the regard.*
- 5. **Get your facts straight first!** There will be no due regard at all if the decision maker or those advising it make a fundamental error of fact (e.g. because of failing to properly inform yourself about the impact of a particular decision).*
- 6. What does 'due regard' entail?
  - a. **Collection and consideration of data and information;***
  - b. **ensuring data is sufficient to assess the decision/any potential discrimination/ensure equality of opportunity;***
  - c. **proper appreciation of the extent, nature and duration of the proposal or decision.****
- 7. **Responsibility** for discharging can't be delegated or sub-contracted (although an equality impact assessment ("EIA") can be undertaken by officers, decision makers must be sufficiently aware of the outcome).*
- 8. **Document the process** of having due regard! Keep records and make it transparent! If in any doubt carry out an equality impact assessment ("EIA"),*

*to test whether a policy will impact differentially or not. Evidentially an EIA will be the best way of defending a legal challenge. See hyperlink for the questions you should consider*  
<http://occweb/files/seealsodocs/93561/Equalities%20-%20Initial%20Equality%20Impact%20Assessment%20screening%20template.doc>

1. Within the aims and objectives of the policy or strategy which group (s) of people has been identified as being potentially disadvantaged by your proposals? What are the equality impacts?

The Council has recently agreed a new pay deal with staff via a collective agreement

This new agreement will form part of the terms and conditions of employment for all Council staff and equalities assessment considerations (framed under the Equality Act 2010 obligations to ensure that the Council meets the Public Sector Equality Duty principles and specifically those to advance equality of opportunity when planning learning, development and talent management and employment conditions) were built into the negotiation and evaluation processes. It is not anticipated that there will be any adverse impacts as a result of the collective agreement and subsequent changes.

2. In brief, what changes are you planning to make to your current or proposed new or changed policy, strategy, procedure, project or service to minimise or eliminate the adverse equality impacts? Please provide further details of the proposed actions, timetable for making the changes and the person(s) responsible for making the changes on the resultant action plan

The principal elements of the 5-year agreement cover:

- An annual 1.5% cost-of-living pay rise for all staff
- Phased incremental progressions on a bi-annual basis to apply to all NJC employees on the bottom salary point
- Annual partnership payment eligibility depending on the Council meeting its budgets and staff meeting satisfactory performance and attendance targets (Note: employees receiving an increment will not be eligible for a partnership payment in that year)
- Changes to allowance rates (overtime, weekend enhancements et al) so that all new staff will be paid at plain time, with existing rates continuing to be paid to existing staff
- Staff discount scheme/ travel to work discounts
- Changes to annual leave and flex time

The fundamental changes implemented by this agreement will see the bottom point of each grade removed so that each grade range will decrease by at least two salary points. This will help to tackle issues around low pay, particularly as the removal of the current Grade 2 band will see the lowest paid staff now move forwards on Grade 3

488 staff will receive a pay increment in the first year of the five year agreement; 40.3% of all staff. A detailed analysis of all those staff across protected characteristics receiving a year one increment reveals the following evidence to support confidence that the agreement has not (\* please note further commentary) adversely affected particular groups:

Men: 38.5%  
Women: 43.57%  
BME: 47.01%  
White: 37.55%  
Disabled: 38.6%  
Part-time: 37.28%  
Full-time: 40.79%  
16-24: 72.31%  
25-34: 62%  
35-44\*: 35.4%  
45-54\*: 32.5%  
55-64\*: 24.3%  
65 +: 60%

\*There is some evidence to suggest that staff aged from 35-64 will be the group where initial gains are less likely to be seen. This could be due to periods of long service where staff have already moved up the grade points and are close to or at the top of their respective salary bands. The on-going monitoring of the impact of the second phase of increments will further determine whether these age groups are disadvantaged in some way or indeed have simply benefited already from higher or maximum pay in the grade.

The new raft of staff discounts will embed an additional range of benefits not previously available to staff. 20% discounts for staff using public transport to travel to work (up to a maximum value of £150 per annum) and with the Council joining the national discount scheme run by Vectis will see material value added for staff.

3. Please provide details of whom you will consult on the proposed changes and if you do not plan to consult, please provide the rationale behind that decision. Please note that you are required to involve disabled people in decisions that impact on them

The agreement was a collective one negotiated with the two main local Trade Unions (including regional guidance): Unison and Unite. The proposals were put before a full ballot of all union members where the results saw an overwhelming vote in favour of accepting the agreement in full. The proposals were endorsed by over 90 per cent of Unison members and over 80 per cent of Unite members.

In addition, the Council is planning to undertake an equal pay audit in the 24 months and it is expected that this will identify any hot spots or potential areas of differential impact should any exist.

4. Can the adverse impacts you identified during the initial screening be justified without making any adjustments to the existing or new policy, strategy, procedure, project or service? Please set out the basis on which you justify making no adjustments

As highlighted above there is a possible risk that the broad 35-64 age group may be adversely impacted and further analysis will be undertaken.

Due to the schedule of rates of pension contribution made by staff from salary, changes in the grade boundaries might see staff move into higher contribution categories at a marginal level that could cause some financial pressure (s).

However, the range of additional staff discounts embedded as part of the agreement do offer staff the chance to gain and will help to offset some cost of living rises that budgetary pressures will necessarily restrict the levels of annual pay rises that are economically viable to ensure that the Council can continue with robust recruitment and retention employee relations policies.

5. You are legally required to monitor and review the proposed changes after implementation to check they work as planned and to screen for unexpected equality impacts. Please provide details of how you will monitor/evaluate or review your proposals and when the review will take place

The Collective Agreement will be monitored and reviewed within a six month period of implementation from April 2013. This will be particularly relevant for the impact of changes to annual leave and flex time.

On-going monitoring will be picked up by the Council's Annual Workplace Equalities Report.

Lead officer responsible for signing off the EqIA: Simon Howick

Role: Head of Human Resources & Facilities

Date: 15<sup>th</sup> March 2013

**Name and contact details of author:**

**Background papers:**

**Version number:**