LOCAL COLLECTIVE AGREEMENT
BETWEEN DURHAM COUNTY COUNCIL (THE COUNCIL)
& GMB, UNISON AND UNITE UNIONS (THE UNIONS)
REGARDING SINGLE STATUS & PAY & GRADING

DECEMBER 2012
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INTRODUCTION - SCOPE OF AGREEMENT

1. This agreement currently covers:
   - all jobs up to and including spinal column point 49 covered by the National Joint Council (NJC) for Local Government Services Agreement (referred to as Green Book employees for the purposes of this agreement).

2. The following employee groups are not within the scope of this agreement:
   - Officers paid above spinal column point 49 covered by the National Joint Council (NJC) for Local Government Services Agreement (referred to as Green Book employees for the purposes of this agreement).
   - Chief Officer Terms and Conditions
   - Soubury
   - JNC Youth and Community Workers
   - Craft Workers (Red Book)


4. This agreement replaces all existing pay arrangements (including allowances), covering all employees referred to in paragraph 1 above, employed under Green Book Terms & Conditions.

EFFECTIVE DATE OF AGREEMENT

5. The effective date of this agreement is 1 October 2012 with the following caveats:
   - Where an individual's rate of pay has increased as a result of Job Evaluation they will be paid a backdated increase in respect of their contractual basic pay from 1 October to 31 December 2012.
   - This means no backdated increase will be payable in respect of any overtime or any additional plain-time hours.
   - There will be no retrospective adjustments made to 'Part 3' elements and allowances paid for the periods worked prior to 31 December 2012.
   - Where employees have a reduction in basic pay as a result of this agreement they will receive protection of basic contractual pay up to 31 December 2014.

AIMS OF THE AGREEMENT

7. To ensure that all pay & allowances arrangements within the scope of this agreement fulfill the Council's obligations in respect to Council Policy, its public sector equalities duties and avoid any form of unlawful discrimination or inequality in pay.

PRINCIPLES OF THE AGREEMENT

8. The principles of this agreement are to ensure, and maintain, equal pay and to do so in a way that modernises and simplifies the Council's approach to pay & reward. The agreement seeks to achieve this with the minimum impact on those employees covered by the agreement. In doing so the Council and the Trade Unions will negotiate in the wider context of the Council's affordable resources, the cost of existing equal pay claim settlements, removal of bonus payments and the cost of protection of earnings. Whilst doing this, the Council and trade unions both recognise the difficulty of implementing a new pay and grading structure in general and, in particular, the circumstances created by historical pay and allowances practices.

JOINT CONSULTATIVE FORUM

9. A Joint Consultative Forum has been established with its own agreed constitution.

PAY POLICY

10. Key Principles
   - To ensure fairness in demonstrating that all employees are valued equally and receive appropriate financial recognition for their work.
   - To ensure the application of pay and reward is consistent, transparent and meets the objectives of equal pay legislation.
   - To provide a framework which balances the need for competitiveness with the need to ensure value for money and cost effectiveness.
   - To modernise and simplify the Council's approach to pay and reward.
   - The approach to pay and grading will be subject to consultation with recognised Trade Unions and will be reviewed by the Head of Human Resources on an annual basis.

JOB EVALUATION SCHEME

11. The Council have used the Local Government Single Status Job Evaluation Scheme (Gauge) to construct a new pay & grading structure for all posts within the scope of the Green Book.

12. The job evaluation scheme will be used to evaluate all new jobs and any changes to existing jobs within the scope of all Green Book employees during the lifetime of this agreement.

13. All new jobs and changes to jobs will be evaluated under the agreed joint job evaluation scheme.
NEW PAY & GRADING STRUCTURE

14. There will be a new single pay & grading structure for all jobs covered by the Green Book, with the following key features:
   
   • The structure will comprise of 14 grades
   • There will be no "spot" salaries
   • All employees are eligible for progression within their grade band subject to the agreed rules for progression paragraph 25.

15. The job evaluation score for a job will determine into which of the new pay grades that the job will fall. Each pay grade spans a number of spinal column points. The relationship between scores and grades, and the current rates of pay are set out in Appendix 1.

TRANSFERRING ONTO THE NEW GRADE

16. If an employee's basic salary falls within the new grade, they will be transferred to the spinal column point that matches their current basic salary. If the salary maximum of the new grade is higher than their previous grade, the employee will progress to that new salary maximum through the annual progression process.

17. If an employee's new grade means that their basic salary is increased, they will be transferred to the minimum spinal column point on the new grade that will ensure the employee receives a salary increase.

18. If an employee's new grade means that their basic salary is to be reduced, they will be transferred onto the maximum spinal column point of the new grade.

BASIC PAY

19. In accordance with the definition within the NJC 'Green Book' 'the basic pay of each employee will consist of points on the Local Government pay spine'.

PAY PROTECTION

20. Where employees have a reduction in basic pay as a result of the introduction of this agreement, they will be covered by the Council's Pay Protection Policy. In relation to the implementation of Job Evaluation, this provides protection of contractual basic pay up to 31 December 2014.

ANNUAL PAY AWARD

21. The Council will remain within the National Bargaining arrangements for all Green Book employees.

22. The Council will apply annual pay awards in accordance with NJC National Agreement.
EMPLOYEES NEW TO THE COUNCIL

23. Employees new to the Council would normally be appointed at the bottom of the grade; however Managers have the discretion to increase this by one spinal column point. Any additional increase will require agreement of the Head of Human Resources or delegated representative in consultation with the appropriate Head of Service.

EMPLOYEES APPOINTED WITHIN THE COUNCIL

24. Following implementation, where existing employees are appointed to a new higher graded post they will normally be paid at the minimum of the grade. However if this does not result in a salary increase, one increment above their existing salary will be paid.

PROGRESSION

25. All employees, including temporary staff, who are not at the salary maximum for their grade will be eligible for progression within their new grade with effect from 1st April 2013 on the following basis:

- Employees must have been at the existing grade level for a minimum of 6 months from 1 October 2012.
- Employees will then move up one increment within a grade from 1 April each year until they reach the top of their grade.
- For employees taking up a new appointment, increments will be paid in April each year unless they commenced after 1 October when they will receive an increment 6 months after their date of commencement. They will then receive annual increments in April each year until they reach the maximum of the grade.

MARKET SUPPLEMENTS

26. Market supplements will be covered by the Council’s Market Supplement Policy and may be considered where:

- Evidence is provided of recruitment and retention difficulties in the Council for that type of job.
- Evidence is provided to demonstrate that the supplement equates to the average or norm within the market for that job type.
- Market supplement payments can only be made with the agreement of the Head of Human Resources or delegated representative in consultation with the appropriate Head of Service.

27. Any supplement(s) will be temporary, and will be outside of the normal rate of pay i.e. not subject to any premium, overtime or cost of living increases and will be reviewed against the local labour market on a regular basis. As a minimum an annual review should take place.
CAREER GRADES

28. These will only apply in exceptional circumstance and must have the agreement of the Head of Human Resources or delegated representative in consultation with the appropriate Head of Service.

29. Progression through the grades will be determined by locally set competencies and additional duties and responsibilities applied. The grading of progression points will be subject to job evaluation.

PAY POLICY AND RESOURCES

30. Council pay policy and the proposals for the new pay structure including allowances have been agreed at a level that balances affordability for the Council and with our ability to attract and retain staff.

OTHER TERMS AND CONDITIONS (ABOVE BASIC PAY)

PUBLIC HOLIDAYS

31. Rates of pay for Bank Holiday working will remain in accordance with the provisions of the NJC as detailed within the "Green Book".

ALLOWANCES AND ENHANCEMENTS

32. Allowances/enhancements will only be applicable in the following circumstances:

- Single Premium payment for Hours Worked Outside of the Standard Working Week
- Reimbursement of Expenditure
- Acting Up Arrangements – Honoraria
- Designated First Aid Payments
- Stand-By
- Call Out
- Residential ‘Sleep-in’ Allowance
- Schools Lettings Allowance
- Car Allowance
- Practice Teacher Payments for Social Workers
- Emergency Duty Allowance
- Secure Unit Allowance
- Bat Survey Allowance
- Eye Test Contribution

33. No other additional payments, enhancements or allowances will be made to employees covered by the implementation of the new pay and grading arrangements.
34. The need for any new allowances in the future will be reviewed and agreed by the Joint Consultative Forum if and when necessary.

35. Consistent procedures and guidance to describe the method of operation of these new allowances will be drawn up jointly.

STANDARD WORKING WEEK AND SINGLE PREMIUM RATE

36. The standard working week will be hours worked Monday to Friday between 6.00am – 8.00pm.

37. Applicable only to Grade 8 and below, a single premium rate of time and a third will be paid for those hours worked outside of the standard working week.

38. In order to improve work life balance for all employees and make required efficiency savings, it is planned to reduce overtime working as far as practically possible. This will be achieved by improved management practice and greater use of flexible working patterns.

39. However, when overtime is absolutely necessary the following provisions will apply:

   i. Time off in lieu (TOIL) will be considered in the first instance.
   ii. Where TOIL is not appropriate then overtime will be paid in line with the single premium rate for hours worked beyond the standard 37 hour week, subject to qualifying criteria.

40. Overtime will not usually be paid for employees that use the flexible working scheme (flexi-time) or for those employees graded above Grade 8. Any exception to this will be subject to agreement with the relevant Head of Service and the Head of Human Resources and will only be paid at plain time rate.

REIMBURSEMENT OF EXPENDITURE

41. Reimbursement of Expenditure will be paid in line with the NJC as described in the “Green Book” and in accordance with existing local arrangements.

ACTING UP ARRANGEMENTS - HONORARIA

42. Acting up payments may be available for employees who are temporarily carrying out some or all of the duties of a higher graded post. They will be paid the minimum level of the higher grade.

43. All honoraria payments will be made from the date of the arrangement being approved and will be subject to regular review. Payments will not extend beyond a 6 month period, without the agreement of appropriate Head of Service and Head of Human Resources.
DESIGNATED FIRST-AID PAYMENTS

44. First aid payments will be paid in accordance with the NJC rates.

STANDBY

45. Where regular and frequent standby duty is a requirement of the job, it will be via a contractual rota with the standby payments being made on a monthly basis. Standby will be paid at £26.50 per agreed stand by period for all employees.

46. The Single Table Bargaining Group will agree any exceptions to this, for example in emergency situations where pro-rata standby payments may need to be made to employees on a short term basis and where they are not contracted to receive it.

47. Winter Maintenance standby and call out will continue in accordance with the local agreement currently in place.

CALL OUT

48. Where employees are in receipt of a Standby payment, the first two hours of Call Out will not be paid and the remainder will be paid at the appropriate hourly rate for the job.

49. Where employees are not in receipt of a Standby payment, call out will start from the time of the request to attend work and end at the time employees return home. Payment will be at the appropriate hourly rate with a minimum payment of one hour, time beyond one hour will be rounded up to the nearest 15 minutes.

RESIDENTIAL ‘SLEEP IN’ ALLOWANCE

50. For posts that require the post-holder to sleep-in as part of their job, an additional payment will be made. The sleep-in duty will be contractual and will be paid at the rate of £32.94 per sleep-in regardless of how many hours the sleep-in is for. If called upon during the sleep in the employee will receive payment at the appropriate rate for any work carried out after the first half hour.

SCHOOLS LETTINGS ALLOWANCE

51. Existing rates will continue based on current local agreement with single premium payment applied as appropriate.

CAR ALLOWANCE

52. Where an employee uses a private car for official business and this is authorised by the Council, they will receive a single mileage rate as set out below:
- 48 pence per mile for the first 10,000 miles within a financial year
- 25 pence per mile for any miles over 10,000 within a financial year

PERIOD OF NOTICE TO TERMINATE EMPLOYMENT

53. Employee

Minimum period of notice to terminate employment given by an employee as follows:

All Employees - One Month

54. Employer

The minimum periods of notice to be given by an employer are governed by the Employment Rights Act 1996 as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Period of Notice</th>
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<tr>
<td>One month or more but less than two years</td>
<td>Not less than one week</td>
</tr>
<tr>
<td>Two years or more but less than twelve years</td>
<td>Not less than one week for each year of continuous service</td>
</tr>
<tr>
<td>Twelve years or more</td>
<td>Not less than twelve weeks</td>
</tr>
</tbody>
</table>

SCHOOL TERM TIME WORKING

55. The payment of salaries for employees who are paid on a school term time basis will be calculated in accordance with the joint guidance produced by the NJC for Local Government Services.

ANNUAL LEAVE

56. The annual leave entitlement for employees will be 26 days per annum rising to 31 days per annum after 5 years continuous local government service.

APPEALS

57. Refer to the Councils Job Evaluation Appeals Procedure.

ANNUAL REVIEW

58. An audit of equal pay and further equality impact assessments will be undertaken annually, unless otherwise agreed, and reported to Corporate Management Team and the Joint Consultative Forum.
VARIATION OF AGREEMENT

60. This document may be varied with the agreement of the Joint Consultative Forum.

SIGNING OF THE AGREEMENT

The parties have signed below to confirm their acceptance of the terms of this Collective Agreement on Job Evaluation and Single Status. This Agreement supersedes all previous terms and conditions of the Council for the staff identified in paragraph 1.

All Trade Unions have consulted with and received approval from their respective Head Office to enter into this Agreement.

All parties respect the right of Durham County Council to amend the policies within this document at its discretion, following appropriate consultation. All parties agree that the terms and conditions outlined in this Agreement represent those forming a Collective Agreement.

The parties have signed below to confirm their acceptance of the terms of this Collective Agreement on Job Evaluation and Single Status.

Signed on behalf of UNISON
By [Signature]
Date: 19/12/12

Signed on behalf of GMB
By [Signature]
Date: 18/12/2012

Signed on behalf of UNITE the Union
By [Signature]
Date: 19/12/2012

Signed on behalf of Durham County Council
By [Signature]
Date: 19/12/2012
APPENDIX 1

The pay model is derived mathematically from the data in the pay modeller and the proposed 14 grade, 4 increments to a grade, model is outlined below:

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<tr>
<th>Grade</th>
<th>Min Score</th>
<th>Max score</th>
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<th>To SCP</th>
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<th>MAX</th>
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Equality & Diversity
The Council’s vision is of an Altogether Better Durham comprising 2 key components of an Altogether Better Place which is Altogether Better for People. Within this vision are three key equality objectives, set out in the Single Equality Scheme, to provide high quality accessible services to all, be a diverse organisation and work with others to promote equality countywide. These objectives apply both in the delivery of services and in relation to DCC employment practices. The Council is committed to including equalities in everything that it does. This includes the elimination of unlawful discrimination, promoting diversity as a positive force and valuing and celebrating a diverse workforce and community.

If necessary, an equality impact assessment will be carried out in the preparation of this guidance document and the assessment will be reviewed on an on-going basis.

Alternative Formats
Where any alternative format is required, any initial enquiry should be made through your manager or by following the instructions below:

Please ask us if you would like this document summarised in another language or format.

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01913834550 (Internal Ext 4550)

Further Information
If you would like any further advice on this document you can contact the Human Resources Organisational Development, HR Operations Team by email: hroperations@durham.gov.uk or telephone 03000 267256 (Ext 267256)