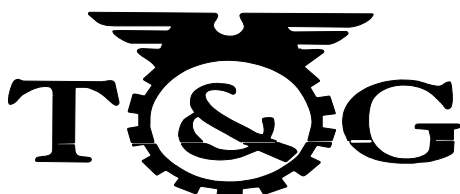


A Step Forward in Fairness and Flexibility

The collective agreement reached in
partnership and as part of the developing
Single Status Agenda

September 1999



PRE-AMBLE

The Conditions / Flexibility Group Sub Group met on the 28th September to finalise agreement in relation to the conditions of service and flexibility package for Solihull Council.

The package is the culmination of many month's work by a group comprising both management representatives (from all departments) and employee representative from all trades unions party to the Single Status Agreement. The approach taken has been one of working partnership; an approach which sets an important tone for the future development of employment relations within the Council and the continuing development of the Single Status Agreement.

The collective agreement has been developed in accordance with the common principles as set out below:-:

- the pursuit of one set of conditions for all employees and the removal of unnecessary and unjustifiable differences
- the pursuit of greater flexibility in the design of working arrangements and in the provision of services.
- the need to update terms and conditions to meet changing needs and to protect jobs and services.
- the need to contribute to the wider Single Status Agreement.

The package represents a framework agreement for the development of greater flexibility at a local level. The terms will clearly affect individual employees in different ways but should be judged "in the round" and in the context of the above important principles.

This collective agreement should be seen as a first step in the continuing review of terms and conditions to meet the ever changing needs of the Council. More specifically, the terms of this package will contribute to the wider Single Status agenda and "dovetail" with the terms of the developing pay and grading structure.

APPLICATION OF THE AGREEMENT

The terms of this collective agreement will cover all employees covered by the negotiating remit of the National Joint Council for Local Government Services (and Youth and Community Workers). The specific terms will replace existing references set out locally or nationally and will apply from the 1st April 2000 (unless otherwise stated).

It is the expectation of both parties to this agreement that the terms will eventually be extended to employees covered by other negotiating arrangements. This forms part of the concept of one "Solihull Contract" for all staff.

PARTIES TO THE AGREEMENT

Reuben Bergman	CES
Carol Mitchell	SS
Tony Robinson	ES
Jo Lardner	ES
Anne Burrows	FIT
Glen Williams	HPM
Allison Lehky	ELA
Rachel Thomason	HPM



Dilys Williams	UNISON
Gill Butler	UNISON
Dominic Towey	UNISON



Peter Kane	TGWU
Alan Synott	GWU



Rob Kelsall	GMB
Tina Weale	GMB
Paul Weale	GMB
Gary Woodhouse	GMB



HARMONISATION

The fundamental part of the work of this group has been the pursuit of greater fairness in the allocation of terms and conditions and the removal of unnecessary and unjustifiable differences. This process is integral to the pursuit of “one flexible workforce”, the pursuit of equity and fairness and the delivery of Excellence and Best Value.

A summary of the elements of the Agreement are set out below:

MONTHLY PAY FOR ALL EMPLOYEES	
<p>The payment of all employees on the same monthly basis.</p> <p>non schools: 1/7/99 schools: 2/8/99 sessional supervisors 2/8/99 school crossing 1/8/99</p>	<p>completed in accordance with the timescales outlined.</p>
NOTICE PERIODS	
<p>Harmonisation of notice periods ie: employee: up to SCP 28 = 1 month up to SCP 43 = 2 months up to SCP 59 = 3 months employer: as above except where enhanced by statute</p>	
ANNUAL LEAVE	
<p>standardisation of annual leave provision for all employees</p> <p>up to five years service = 24 days more than five years service = 29 days</p> <p>no added leave after 10 years service</p>	<p>former “purple book” employees with 10 years service as at 1st April 2000 to receive 2 additional days leave on a personally protected basis (in lieu of the two days lost for service in excess of 10 years</p>
DESIGNATION OF ESSENTIAL CAR USERS	
<p>Revised criteria for the designation and reclassification of essential car users (see Appendix A)</p>	

PAYMENT FOR UNTAKEN ANNUAL LEAVE	
<p>to harmonise the provisions in accordance with 5.1.4.1 of the Employment Handbook:-</p> <ol style="list-style-type: none"> 1. Everyone should be expected to manage their leave appropriately and in accordance with existing practices. 2. If leaving the authority then staff will be expected to use their leave entitlement during their notice period . 3. In exceptional circumstance payment in lieu may be granted when it has not been possible for the leave to be taken 4. Payment would only normally be made for outstanding entitlement for the current year 5. Leave taken in excess of entitlement will be deducted from final pay (subject to discretion in cases of redundancy) 	
FLEXIBLE WORKING ARRANGEMENTS FOR ALL	
<p>See Flexibility Operating Principles - Appendix B</p> <p>The document promotes the development of flexible working arrangements across all service areas and for all employees</p>	
ANNUAL LEAVE CARRY OVER	
<p>Harmonised “carry over” provisions in accordance with section 5.1.3 of the Employment Handbook</p> <p>In cases of return from sickness absence the provisions are limited to the leave that is outstanding (and theoretically possible) to take in the current leave year.</p>	
REVIEW OF TERMS FOR TEMPORARY, PART TIME AND CASUAL EMPLOYEES	
<p>A fundamental part of the “harmonisation” principles of Single Status and impending employment legislation.</p>	<p>An ongoing project in conjunction with the trades unions</p>

FLEXIBILITY

One of the guiding principles of the National Single Status Agreement is the encouragement of **a flexible approach to providing services to the community which meets the needs of employees as well as employers.**

Many elements of the agreement seek to promote the above and to provide an initial platform for increased flexibility at a local level. The approach forms part of the Council's family friendly and staff care policies encouraging a better balance between home and work commitments. Details as follows:-

FLEXIBILITY OPERATING PRINCIPLES	
<p>A copy of the scheme is attached at APPENDIX B.</p> <p>The agreement will provide a framework for the development of flexibility arrangements to meet differing service needs and the harmonisation of "flexi-working" across all service areas</p>	<p>The scheme promotes:</p> <ul style="list-style-type: none"> ● a move away from the "standard" working week ● annualised hours "type" contracts ● consultation in pursuing flexibility ● a better balance between home and work ● the extension of "flexi-working" for all ● increased TOIL and carry over provision ● the use of "bank" hours for carers
NORMALISATION OF CONCESSIONARY DAYS	
<p>The four concessionary days to be regarded as normal working days and the balance to be transferred into basic annual leave entitlement (see annual leave)</p> <p>Work on concessionary days would be paid in accordance with basic pay rates. If employees are not required to work on concessionary days then their annual leave will be deducted accordingly.</p>	<p>The agreement:</p> <ul style="list-style-type: none"> ● increases accessibility of council services ● increases the level of choice in the taking of annual leave
OVERTIME	
<p>Reduced reliance on overtime working in accordance with agreement @ 1/4/99.</p> <p>1st Default = toil 2nd Default = special arrangements 3rd Default = plain time overtime</p>	<p>The agreement:</p> <ul style="list-style-type: none"> ● encourages the non reliance on overtime working ● compliments the flexibility framework contained within the Flexibility Operating Principles

SPECIAL LEAVE	
To continue principles as set out in Employment Handbook (Appendix E2, page 5.8)	
BANDED MILEAGE SCHEME FOR ESSENTIAL CAR USERS	
<p>An “inclusive salary” approach to the payment of essential car users. A fixed payment based on the expected level of mileage for that post.</p> <p>Scheme is summarised in Appendix C</p> <p>1/ Allocation to the band will be based on the needs of the job. Reference will be made to the average mileage over the last two years</p> <p>2/ In the first year, allocation will be subject to a six month review</p> <p>3/ Thereafter the allocation will be reviewed by line manager on a yearly basis. During each year an employee can request a review of the banding allocation should they feel that circumstances have substantially changed</p>	<p>The scheme will:</p> <ul style="list-style-type: none"> ● contribute to the green commuter agenda ● reduce the level of administration associated with the claims process ● help towards a fairer allocation of essential users ● dovetail with the “all inclusive” approach to pay and grading ● reflect the original rationale of the mileage scheme
REVISION OF CASUAL USER RATES	
A new all embracing casual rate of 28.4 pence per mile based on the lower national essential rate.	<p>The new rate:</p> <ul style="list-style-type: none"> ● will be revised annually in accordance with rates prescribed nationally ● will apply to both in and out of borough mileage
LONGER TERM RESEARCH ON FLEXIBILITY ISSUES	
<p>A commitment to joint research and promotion of good practice on flexible working. (including home-working, broader job description, annualised contracts etc)</p> <p>The shorter term development of operating principles on flexible working methods and practices (as opposed to hours)</p>	To be discussed and promoted up to and beyond 1 st April 2000

GENERAL CONDITIONS

The third element of the agreement has focused on the updating of general conditions of employment. Key changes have been agreed in relation to the priority areas of **the management of change** and **the management of attendance** policies. Details as follows:-

PROTECTION FOR DISPLACED EMPLOYEES	
<p>redeployment arrangements will be pursued at the earliest possible opportunity once decisions (even in principle) are taken which may effect the employment of individual employees</p>	<p>An agreement to protect employees who are effected by change brought about by the Single Status Agreement.</p>
MANAGEMENT OF CHANGE PROTECTION	
<p>A revised scheme which is based on total salary protection for a limited period (capped at 2 years)</p> <p>Agreed scheme as set out in Appendix D</p>	<p>The scheme places a greater emphasis on the support for employees effected by change rather than simply protecting salary. This includes access to the “at risk” register for the length of the protection period.</p> <p>The application of the scheme for employees receiving existing salary protection (ie prior to 1st April 2000) to be discussed and agreed with the trades unions</p>
SICKNESS SCHEME	
<p>Revisions to the sickness scheme as set out in Appendix E.</p> <p>Future changes to be tied to the sustained achievement of corporate management of attendance targets (ie at or below the CBI National average)</p>	<p>The scheme to be complemented by:</p> <ul style="list-style-type: none"> • more focused support and management of employees on long term sickness (see below) • existing discretion for extending sick pay in exceptional circumstances
MANAGEMENT OF ATTENDANCE POLICY	
<p>Time related targets for action / support to be included in the Management of Attendance Policy and in respect of the long term absence procedure</p>	<p>The detail to be agreed with the trades unions</p>
PAYMENT OF ENHANCEMENTS WHEN ON SICK LEAVE	
<p>recommendation that this issue be considered at the Pay and Grading Sub Group and in respect of the appropriateness of payment in such circumstances</p>	<p>referral to the Pay and Grading Group</p>

SUBSISTENCE	
<p>Review of scheme to focus on the need to reimburse expenditure that is genuinely “additional” and unanticipated</p> <p>see Appendix F</p>	
REVIEW OF LONG SERVICE AWARD SCHEME	
<p>To recommend and support a review of the Council’s Long Service Award Scheme in consultation with the trades unions</p>	
A NEW STATEMENT OF TERMS FOR ALL EMPLOYEES	
<p>To reflect the principles of the “Solihull Contract” and the harmonisation of terms and conditions for all employees.</p> <p>Agreed framework as set out in Appendix F</p>	

APPENDIX A

CRITERIA FOR REVIEW AND RE-CLASSIFICATION OF ESSENTIAL CAR USERS

- a/ Essential car users are those whose duties are of such a nature that it is operationally essential (and contractually necessary for them) to have a motor car at their disposal whenever required.
- b/ Designation should be made (and continually reviewed):
 - (i) strictly in accordance with the operational needs of the job
 - (ii) on the basis that other alternatives have been considered
 - (iii) where the operational requirements of the job require the postholder to do more than 2000 miles per annum.
- c/ In rare and exceptional circumstances designation may be contractually necessary for posts requiring less than 2000 business miles per annum. Designation in these circumstances will be appropriate where the frequency of car usage is particularly high (ie official journeys are required on an almost daily basis).
- d/ It will be particularly important in the circumstances (as set out in c/ above) for Chief Officers to ensure that the criteria as set out at b/ (i) and (ii) have been satisfied.
- e/ In all other circumstances the authorisation of essential user status for newly created posts will be required from the Administrative Officers Group.
- f/ The Council reserves the right to review and if necessary alter the car user designation from “essential” to “casual” depending upon the need for a motor vehicle for work purposes and/or the business mileage likely to be covered. In the case of c/ above this review should be carried out on an annual basis.

Flexible Working Time/Hours

Operating Principles

Flexibility in responding to service needs is an important part of the Council's pursuit of Excellence and the delivery of "Best Value" The Single Status Agreement supports this and provides for "a flexible approach to providing services to the community, which meets the needs of employees as well as employers"

In accordance with the above service managers, in consultation with employees and trades unions, must explore the potential for innovative working patterns, methods and practices. This approach will enhance the quality of council services whilst also helping employees to better balance work with the rest of their lives.

The approach to flexible working should be developed in accordance with the following principles:-

- a/ Flexible working arrangements are to be encouraged in all areas of the Council and for all employees.
- b/ The interests of customer service requirements must be of primary importance in the design of flexible working arrangements.
- c/ Flexible working arrangements should be pursued in consultation with the employees concerned. Such flexibility will include the standard requirement for employees to:-
 - work beyond the confines of the traditional "normal working day" ie to include nights, evenings, weekends and bank-holidays where service delivery requires this.
 - work additional hours and if necessary vary work patterns to meet the particular requirements of the post, the service and/or emergency operational demands
 - work differing numbers of hours throughout the year to meet the peaks and troughs of service needs. Employment contracts to be based not on a 37 hour week but on a 148 hour four week period or a 1924 hour year.

- d/ In accordance with the principles of flexible working there should also be provision for employees to:**
- flex and stagger the daily start and/or finish times and the number of hours worked daily. Core times to be agreed on a service by service basis**
 - accumulate credit hours in accordance with individual and service needs and take those hours within a reasonable period. There scheme does not provide the opportunity to accumulate debit hours.**
- e/ In normal circumstances the carrying forward of credit hours from one month (or accounting) period to the next will be limited to 15 hours.**
- f/ In normal circumstances credit hours may be taken either on an hour by hour basis or in the form of up to one day off per four week period. Either way they need to be agreed in advance with the manager.**
- h/ Exceptions to the above provisions may be pursued in certain circumstances and with the agreement of line managers and employees. Examples may include particular service demands or where employees have known caring responsibilities.**
- i/ Additional hours worked need to be authorised in accordance with normal practices and be required as part of the needs of the service.**
- j/ The service to the public and the general efficiency of the work of the Council must not suffer as a result of the above provisions.**

ESSENTIAL CAR USERS ANNUAL PAYMENT 2002-2003

BANDS			mileage for calculation (*1)	lump sum element	mileage payment (*3)	ANNUAL PAYMENT	%age Increase on 2001-2002
6501	plus		6950	735	1953	2688	0.3
5001	6500		5241	735	1473	2208	0.7
3501	5000		3708	657	1042	1699	1.2
2001	3500		2190	657	616	1273	2.0
1001	2000	(*2)	1200	579	338	917	3.1

Notes

- (1*) based on a fixed number of miles at the lower quartile of the mileage band
(2*) a new essential lump sum to embrace essential users less than 2000
(3*) based on lowest engine size (i.e. 451 to 999cc)

APPENDIX D

MANAGEMENT OF CHANGE - PROPOSED PROTECTION ARRANGEMENTS		
length of Solihull Service	level of protection	length of protection
less than 1 year	100%	3 months
1 to 2 years	100%	6 months
2 to 5 years	100%	12 months
5 to 10 years	100%	18 months
over 10 years	100%	24 months

notes

- 1/ this does not relate to job evaluation protection arrangements
- 2/ employees would be encouraged to apply for jobs at the higher substantive grade
- 3/ the at risk register would be available for the length of the protection
- 4/ pay awards would be payable on the protected salary

REVISED SICKNESS SCHEME

scheme as from 1 st April 2000	
During 1 st year of service	2 week's full pay and (after completing 4 months service) 1 months half pay
During 2 nd year of service	1 month's full pay and 1 month's half pay
During 3 rd year of service	2 month's full pay and 2 months half pay
During 4 th and 5 th year of service	3 months full pay and 3 months half pay
After 5 years service	4 months full pay and 4 months half pay

Restoration of the sick pay scheme as set out in the Green Book to be dependant on the sustained achievement of corporate absence targets (ie at or lower than the CBI national average)

Subsistence Scheme:

Employees necessarily incurring additional expense in the course of their work will be reimbursed approved expenses subject to appropriate evidence of expenditure being produced (ie itemised receipts) The Chief Officer will need to approve the expenditure and confirm that it was necessary, appropriate and reimbursement is justifiable.

Reimbursement will normally only be appropriate in relation to expenditure associated with:

- a/ meals and accommodation costs during overnight stays
- b/ the transporting of clients (ie in the Social Services Department)
- c/ expenditure which is unforeseeable and unanticipated

Where possible the details and level of reimbursement will have been discussed and agreed with line managers in advance