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THIS COLLECTIVE AGREEMENT is made the 4th day of August 2005

BETWEEN

- (1) THE BOROUGH COUNCIL OF NEWCASTLE-UNDER-LYME of Civic Offices, Merrial Street, Newcastle-under-Lyme, Staffordshire, ST5 2AG ('the Employer')
- (2) GMB, GMB/APEX, UNISON ('the Unions')

WHEREAS:

1. The Employer with the support and agreement of the Unions has carried out a job evaluation exercise under the Local Government Single Status Job Evaluation Scheme whereby every post within the establishment of the Employer covered by the National Agreement on Pay and Conditions of Service has been evaluated and graded in accordance with the scheme developed by the National Joint Council for Local Government Services (known as the Green Book)
2. The Employer with the support and agreement of the Unions has drawn up a new pay and grading structure based on the results of the job evaluation exercise
3. The Employer with the support and agreement of the Unions has also revised various terms and conditions in accordance with the provisions of Parts 2 and 3 of the National Agreement
4. The Unions have carried out a ballot of their members to seek their agreement to the new terms and conditions set out in the Schedule to this Agreement

IT IS HEREBY AGREED that:

- 1) This is a Collective Agreement within the meaning of Section 178 of the Trade Union and Labour Relations (Consolidation) Act 1992 intended by the parties hereto to be a legally binding contract; and
- 2) The terms and conditions of all employees of the Employer employed under the terms and conditions of the National Agreement for Pay and Conditions of Service of the National Joint Council for Local Government Services (known as the Green Book) shall with effect from the 1st October 2005 be changed to incorporate the terms and conditions set out in the Schedule to this Agreement including assimilation into the new pay and grading structure

IN WITNESS this Agreement has been signed by the parties the

4th

day of

August 2005



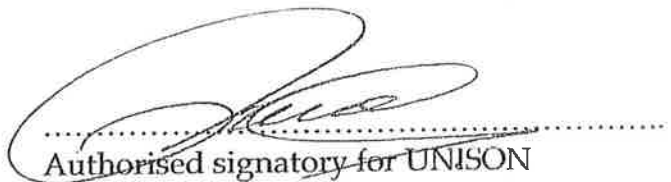
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Authorised signatory for GMB



Authorised signatory for GMB/APEX



Authorised signatory for UNISON

Schedule to the Collective Agreement made on *4th August 2005*
 between Newcastle-under-Lyme Borough Council and
 the GMB, GMB/APEX and UNISON

**PAY AND GRADING STRUCTURE AND
 CONDITIONS OF SERVICE APPLICABLE FROM 1 OCTOBER 2005**

1. Pay and Grade

JE Points Score	New Grade	SCP Range	Salary £	JE Points Score	New Grade	SCP Range	Salary £
Up to 247	0	4	10,872			14	14,364
248-285	1*	4	10,872			15	14,664
		5	11,127	381-420	5	16	15,015
		6	11,286			17	15,372
		7	11,649			18	15,675
		8	12,018			19	16,260
						20	16,854
						21	17,469
286-310	2*	4	10,872			19	16,260
		5	11,127			20	16,854
		6	11,286	421-458	6	21	17,469
		7	11,649			22	17,922
		8	12,018			23	18,450
		9	12,381			24	19,053
						25	19,656
311-345	3*	8	12,018			23	18,450
		9	12,381			24	19,053
		10	12,642	459-486	7	25	19,656
		11	13,458			26	20,295
		12	13,737			27	20,970
		13	14,106			28	21,654
346-380	4	11	13,458				
		12	13,737				
		13	14,106				
		14	14,364				
		15	14,664				
		16	15,015				
		17	15,372				

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JE Points Score	New Grade	SCP Range	Salary £	JE Points Score	New Grade	SCP Range	Salary £
487-532	8	27	20,970	640-686	12	40	30,747
		28	21,654			41	31,557
		29	22,512			42	32,361
		30	23,265			43	33,168
		31	24,000			44	33,984
533-580	9	32	24,708	687-730	13	45	34,746
		30	23,265			44	33,984
		31	24,000			45	34,746
		32	24,708			46	35,586
		33	25,437			47	36,402
581-605	10	34	26,157	731 + above	14	48	37,212
		35	26,703			49	38,010
		36	27,411			50	38,817
		37	28,179			51	39,645
		38	29,004			52	40,491
606-639	11	33	25,437			47	36,402
		34	26,157			48	37,212
		35	26,703			49	38,010
		36	27,411			50	38,817
		37	28,179			51	39,645
		38	29,004			52	40,491
		39	29,958				
		40	30,747				
		41	31,557				

SCPs not in bold are phasing points – to be removed 31/3/06

* Chief Officer discretion to offer accelerated increments removed (was Scale 1/2 – now Grades 1-3)

Increments will be automatically payable on 1 April each year – not limited to time in post (but see 2.7 re temporary/casual employees).

Robert A. Dineen

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2. Assimilation to the new grades

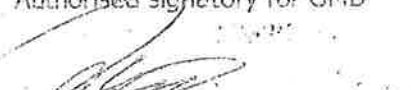
- 2.1 Employees will be assimilated to the appropriate grade on the basis of the Job Evaluation points score for their post (see above).
- 2.2 Employees who are 2 or more incremental points below the minimum of their new grade at the date of implementation (1 October 2005) will move to 2 spinal column points (SCP's) below the new minimum point, rising to the minimum of the new grade on 1 April 2006.
- 2.3 Employees who are 1 SCP from the minimum of their new grade will move to 1 SCP below the new minimum point on 1 October 2005 to the minimum point on 1 April 2006.
- 2.4 Employees who are less than 1 SCP from the minimum of their new grade will be assimilated at the new minimum point and will receive a further increment on 1 April 2006 provided they are not at the maximum of the new grade.
- 2.5 Employees who are assimilated into the new grade on their existing SCP on 1 October 2005 will receive an increment on 1 April 2006 subject to them not being assimilated at the maximum SCP of that new grade.
- 2.6 Employees who are on a SCP above the maximum SCP of the grade to which they have been assimilated on 1 October 2005 will move to the maximum SCP of the new grade and will receive pay protection as detailed below (para 8).
- 2.7 Casual/temporary employees – employees on casual contracts of employment (ie, no fixed hours of work) and employees on temporary contracts of less than 12 months, will be paid at the minimum point of the grade, at the basic rate (no enhancements) for all hours worked – up to 37 hours per week.
- 2.8 From 1 October 2005, the following payments will be removed and incorporated into basic pay for the purpose of assimilation into the new grade:
- bonus
 - attendance allowance
 - flexibility payments
 - first aid payments (where maintaining a First Aid qualification is an essential requirement of the post)
 - wash off*
- *Wash off will continue to be paid only where it has not been included in job evaluation and is carried out outside normal contracted working hours.
- 2.9 From 1 October 2005, all profit share schemes will cease.

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3. Enhancements to basic pay

3.1 Saturday and Sunday working (as part of normal working week).

Time and a half.

3.2 Shift working.

All employees receiving payment for shift working on 30 September 2005 will be entitled to a single Non-Standard Working Hours Payment of 10% of SCP 6.

Shift working patterns and associated payments are to be reviewed to eliminate the need for shift working where possible, simplify working patterns and clarify the criteria for which payments are made.

3.3 Basic standby duty.

From 1 October 2005, all employees on standby are entitled to a flat rate payment of £104.25 per week (increased in line with annual pay award).

All employees are entitled to a day off in lieu of any bank holiday/extra statutory holiday/conditional day worked.

3.4 Call out payments (return to work).

Employees on Grades 1-9 are entitled to call out payments – minimum of 2 hours to be paid if called out.

Time and three quarters to be paid after midnight.

3.5 Night work (as part of normal working week).

Time and one third for all hours worked between 11pm and 6am.

3.6 Payment for work on public and extra statutory holidays, discretionary days and conditional days (as part of normal working week).

3.6.1 Hours worked within the normal working week.

In addition to normal pay for the day, employees required to work to be entitled to payment at plain time rate for all hours worked within their normal working hours for the day. In addition, at a later date, time off with pay allowed as follows:

Time worked less than half their normal working hours on the day Half their normal day

Time worked more than half their normal working hours on the day A full normal working day

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Alternatively, employees can opt to be paid at triple time for the hours worked in total recompense.

3.6.2 Hours worked outside normal working day/week

Employees Grade 1-9

- Paid at double time only in total recompense.

Employees Grade 10 and above

- Paid at single time only in total recompense.

3.7 Evening working (ie, attending meetings, site visits etc).

Time off to be taken in lieu of actual hours worked.

3.8 Employees temporarily undertaking additional duties.

Where an employee undertakes the full duties of a higher graded post for a period of 4 weeks or more, they will be entitled to be paid the higher grade, with the increased payment being backdated to the day on which the duties were first undertaken.

3.9 Application of market supplements

Proposals not yet finalised – trade unions to be consulted.

No other enhancements to basic pay will be paid.

4. **Overtime Working**

Additional hours worked (beyond 37 per week)


Employees Grades 1 to 9:


- Sundays and all hours worked between midnight and 6am – time and three quarters
- All other days/times – time and a half

(Note: See 3.6 for overtime working on bank holidays etc)

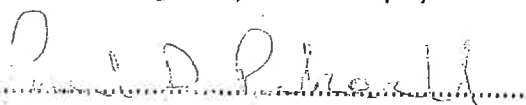
Employees on Grade 10 or above to be paid at single time only and total overtime payments over a 12 month period not to exceed 10% of annual salary.

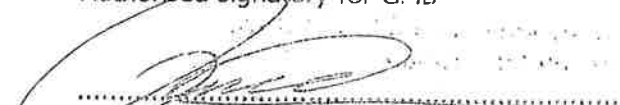
All overtime at Grade 10 or above to be approved in advance by Head of Service/relevant Portfolio Holder.


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Notes: - For employees on the flexitime scheme, overtime can only be worked before 9.30am and after 4.00pm and provided employees have a credit hours balance.

- All overtime working must be authorised in advance by the Head of Service. Where this is not practical (eg, to cover emergency operational situations), authorisation of overtime may be delegated to the officer with responsibility for managing the situation.
- Part-time employees will not be paid an enhanced hourly rate until 37 hours have been worked during that week.
- The calculation of overtime payments for employees receiving pay protection will be based on the maximum SCP of the grade to which their post has been assimilated.

No other enhancements will be paid for hours worked as overtime.

5. Standardisation of Working Hours

5.1 Contractual Overtime

All contractual overtime will be reviewed at the earliest opportunity during the protection period with a view to it ceasing as soon as possible and in any event by the end of the protection period wherever this is operationally practicable.

Employees working contractual overtime following implementation will continue to receive the payments, in addition to the basic pay for their new grade, provided the additional hours continue to be worked.

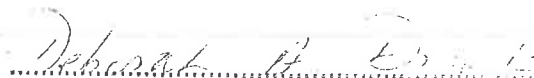
5.2 Conditional Overtime

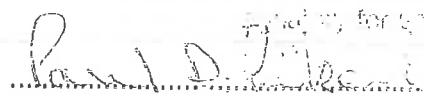
To be consistently applied ie must be worked for a continual 6 week period to qualify as pay for sickness/leave and to be retained only in areas where a service need has been identified and approved.


6. Sickness Pay Industrial Injury

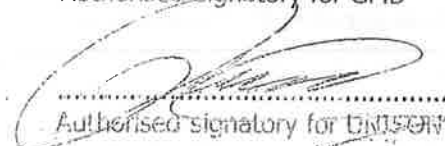
Sickness pay entitlements in respect of industrial injury to be paid on the basis of 5 years' qualifying service, irrespective of actual service in post (ie, 6 months full pay, 6 months $\frac{1}{2}$ pay).

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7. Periods/Methods of Payment

From April 2006, all employees will be paid calendar monthly on 20th day of the month, or the preceding normal working day in the event of the 20th falling on a weekend or bank holiday.

Employees moving from weekly to monthly pay in April 2006 will be paid as follows:

- 7 April - normal week's pay
- 14 April - advance equivalent to 1 week's pay*
- 20 April - full month's pay (April)
- 20 May - full month's pay (May)

* the amount of this advance to be repaid by the employee over 11 months (May 2006 – March 2007) as deductions from monthly pay.

Employees leaving the Council's employment before April 2007 will be required to pay any balance outstanding on termination.

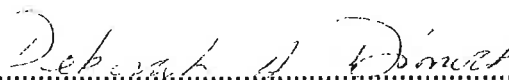
From April 2006, all employees will be paid direct to bank.

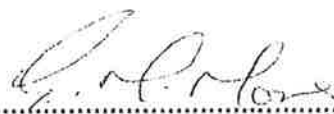
8. Pay Protection Arrangements

Employees whose pay is reduced as a result of the new pay and grading structure being implemented will remain on their current gross annual pay (existing SCP plus bonus, shift payments etc) for a period of 4 years (ie, up to 30 September 2009). At the end of the pay protection period, all such employees will revert to the maximum SCP of the grade to which their post has been assimilated and be paid the relevant rates for any revised enhancements applicable to their post.

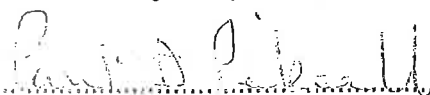
A review will take place before the end of the protection period in relation to those employees who will still be in protection on 1 October 2009.

For employees no longer required to work contractual overtime, contractual overtime payments will be treated as an element of total current gross annual pay for pay protection purposes.


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9. Leave

9.1 Annual Leave

Basic entitlement

<u>Grade</u>	<u>Annual Entitlement</u>
1-5	20 days
6-7	21 days
8-10	23 days
11-14	25 days

On completing 5 years' service at Newcastle Borough Council/5 years' continuous local government service, employees are entitled to 5 additional days.

During the leave year when 5 years' service is completed, the additional entitlement is:

<u>Month</u>	<u>Additional days</u>
April – June	4
July – September	3
October- December	2
January – February	1

Entitlements for part-time and casual employees to be on a pro rata basis.

Employees starting employment are entitled to leave proportionate to the number of completed months during the leave year.

Where leave entitlement has reduced as a result of implementation of new pay and grading structure, previous entitlement will be protected to 31 March 2009 provided the employee remains in their current post.


10. Car Allowances


All employees are designated as 'casual users'.

Journeys to destinations within the boundary of Stoke-on-Trent to be included as 'travel within the Borough' and 'within the Borough' rates to apply.

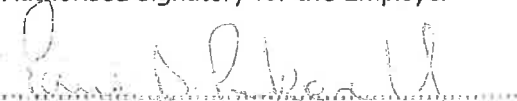
11. Entitlement to subsidised car lease (grade based)


All postholders Grade 10 and above entitled to a car lease on Band 3 of the scheme.


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Where an entitlement to a subsidised lease car has been lost as a result of the new pay and grading structure the entitlement will be protected to 30 September 2009 provided the employee remains in their current post.

12. Subsistence

Subsistence allowances are reviewed annually in line with retail price index on 1 April.

13. Telephone Allowances

£120 per annum where authorised by Head of Service.

14. Professional Subscriptions – Payment of Annual Fees

Maximum of one set of fees is paid per employee – Head of Service to have determined that it is an essential requirement for the postholder to be professionally qualified.

15. New Employees – Probationary Service

All new employees are subject to a 6 month period of probation. Employees will only be confirmed as suitable for appointment if performance is satisfactory.

16. Arrangements re Termination of Employment

16.1 Notice provision

Notice Periods (Employee and employer)

Notice to be given by an employee/the Council* to terminate employment.

Grades 1-9**	1 calendar month
Grades 10-12	2 calendar months
Grades 13-14	3 calendar months

* (or statutory minimum notice periods whichever is the longer)

** (applies to existing weekly paid employees when monthly pay is implemented – ie, from 1 April 2006)

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16.2 Treatment of annual leave entitlement

Employees leaving the Council are entitled to pay in lieu of any untaken annual leave. Employees leaving the Council will be required to refund any leave taken beyond their entitlement by a deduction being made through the payroll.

16.3 Post Entry Training

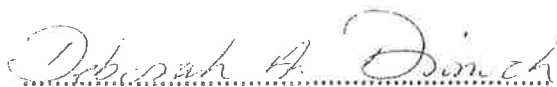
On termination, financial assistance to be repaid in full subject to:-

- (a) the full amount of financial assistance received (including travel and subsistence) being over £500*.
- (b) Heads of Service being given authority to exercise discretion in special cases (eg maternity, ill-health etc).
- (c) Permanent employees – amount payable to reduce by 1/24th for every full calendar month worked following completion of the course.
- (d) Employees on Fixed Term Contracts – required to pay 1/24th of the full amount for each full calendar month between leaving date and contract end date.

* Increased in line with annual pay award.

17. Job Evaluation Scheme Grading Appeals Procedure

This was approved separately by Council on 1 June 2005 and is available via the intranet or from trade union representatives/Personnel Services on request.

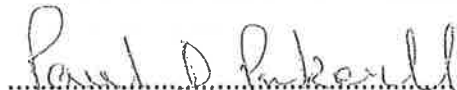


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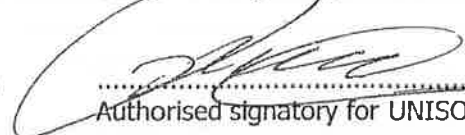


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