

# SINGLE STATUS

Negotiating single status  
—the new national  
agreement for  
Local Government



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# Section a: what to do

## Introduction

This guide is designed to support branches and regions in negotiations with local employers and in ensuring that the new agreement is applied effectively.

It is in two sections. The first section is a checklist of what needs to be done at branch level.

The second section deals with other issues that may arise in the course of negotiations.

This UNISON Guide supplements the joint union commentary on the new national agreement, published in March 1997.

## Getting started

The key to successful local negotiations on single status is strategy. Branches must be clear about objectives. Work out what you want to achieve and an achievable timescale. Bear in mind the central objectives of single status:

- single table bargaining with UNISON as the majority union
- new conditions of service
- ending discrimination between former APT&C and manual employees
- pay and grading in line with equal pay legislation
- grading review
- national conditions for all local authority workers, including DSOs
- the minimum wage
- the 37 hour week, or less
- new training schemes.

## The employers' agenda

Remember the employers have their own agenda for the implementation of single status. They will be aiming at:

### ■ Keeping costs down

The employers are worried about the extra cost of single status caused by the new minimum wage, local grading reviews and job evaluation, equal pay requirements and the impact of the 37 hour week.

This may lead employers to attempt to:

- find ways of paying some employees below the £4 minimum wage
- refuse to carry out a local grading review
- refuse to use the nationally agreed job evaluation scheme
- adopt an excessively long timescale for local grading reviews
- keep control of pay levels for jobs, even where the local grading review has shown the need for change
- fail to meet equal pay requirements, even though it may leave them open to legal challenge
- keep different pay structures (single points and incremental scales) for former manual and APT&C employees
- delay the 37 hour week, especially for some groups such as DSO workers
- increase the working week of employees currently working less than 37 hours

## ■ Changing conditions of service

Because the new agreement offers both sides locally the opportunity to change some conditions of service (but only in accordance with the strict procedures laid down) employers may try to:

- change conditions of service without using the procedures laid down
- persuade the unions that there is no need to use the procedure
- bring about changes in Part 2, which are not permitted in the national agreement
- offer a package deal of grading and conditions changes, some of which may be unacceptable

The arguments and national requirements which will help you to fight off these approaches are set out in this guide.

## Getting organised

You will find it useful to set up a team of branch officers and stewards to work on the local negotiations and support local bargaining. The team should be representative of ex-Manual and ex-APT&C employees, with a balance of men and women. Make sure you consult members regularly. Ensure that your strategy includes a plan to recruit non-members. Liaise closely with the regional office to help resolve problems and share information about what is happening elsewhere in the region.

So,

- Step 1 : Set up a small single status team
- Step 2 : Identify your objectives
- Step 3 : Assess the employers' strategy
- Step 4 : Use this guide to develop your own action checklist of what you need to do

### Scope of agreement

**Remember that the new agreement also applies to employees in the voluntary sector, GM schools and others who have a contract which says they were employed under the former APT&C or Manual agreements.**

### DSOs

**DSO employees are covered by the whole of the new agreement. Any attempt by the employer to exclude DSO workers from the new agreement should be reported immediately to the regional office.**

## Local single table : what to do

(implementation agreement para 7)

### ■ agree composition of the local trade union side and arrangements for local bargaining (the 'single table')

The national employers' advice to local authorities is that the single table must be established before further negotiations take place. A difficulty might arise where representatives of other unions are reluctant to enter into the single table. Where any difficulties of this sort cannot be resolved locally, they should be referred to the regional office.

Ideally, agreement on a single table for local bargaining **must** be agreed first, before other negotiations take place. In exceptional cases where this is not possible, however, other negotiations should not be delayed. It will in these circumstances be necessary to adopt a 'twin track' approach: negotiations on the single table **and** on implementation of the agreement should continue simultaneously.

This approach should only be undertaken after consultation with the regional office. In these circumstances there will have to be temporary arrangements for the recognised unions to work together in negotiations. These arrangements might be the amalgamation of the existing trade union

sides or the nomination of representatives from each of the unions. In extreme cases, UNISON may have to negotiate as the majority union, without the cooperation of the other unions.

Everybody should be quite clear however that a single negotiating body, with a trade union side reflecting membership, must be established as part of the local agreement on implementing single status. The sooner this is done the better.

- **composition of local trade union side should reflect local membership, recognise majority and minority trade union rights, but need not reflect the composition of the national trade union side**

The balance of seats at national level was the outcome of extended negotiations which had to address the problem of merging two separate national bargaining bodies. It is not therefore a model for local bargaining arrangements. Unions with no - or very few - members locally should not be represented, even if they are nationally recognised.

At local level the trade union side should, as a minimum, guarantee a UNISON majority while ensuring that the interests of minority unions are protected.

- **ensure no local recognition of unions not recognised nationally**

Local recognition arrangements should include only those unions which are recognised for national bargaining purposes. These are UNISON, GMB and TGWU. For certain employers within Northern Ireland, NIPSA is also recognised.

## Local grading review : what to do

(part 2 paras 5.1-5.2  
part 3 paras 1.1-1.3  
implementation agreement paras 9-12.2)

**This section should be read in conjunction with “Local Government Single Status: UNISON Guide on Achieving Equal Pay in Local Grading and Pay Reviews” (Local government circulars ULG/74/97 and ULG/79/97)**

- **Agree method of grading review and job evaluation scheme**

The first step is to agree method of the grading review and adoption of NJC Job Evaluation Scheme indicating that implementation cannot take place until agreement is reached on all aspects including protection.

The new agreement requires that jobs are graded on the basis of equal value and equal pay so each job or group of jobs will have to be evaluated because this has not been done before on a common basis. If the employer does not do this they could be the subject of equal value claims because they may be applying discriminatory pay rates and structures.

As part of the new national agreement the employers and the trade unions have developed a new local government job evaluation scheme based on equal pay. Joint training material on the scheme is now available.

**The new national agreement recommends the new job evaluation scheme and we must press for its application in every local authority.** The national employers' position is that, while they encourage the use of the new job evaluation scheme, they are pointing out to local authorities that they do not need to use it and indeed that the local grading review itself is not compulsory. Nevertheless they do warn strongly that employers who fail to undertake a review of grading would be laying themselves open to the unions taking equal pay cases.

**Branches and regions should therefore press in the strongest terms for local adoption of the NJC job evaluation scheme. Currently no other scheme covers all jobs in local government and meets the requirements of equal pay law.**

**Separate union guidance on the application of the job evaluation scheme is being produced.**

## ■ Agree grading structure

Agree a new grading structure, using the national pay spine and a common system of scales or single pay points (and any mix only where there is any "objective justification").

Current grading systems will have been developed over many years and affected by a number of factors:

- national grading prescriptions
- old job evaluation schemes
- management judgment
- grading appeals to provincial or national level
- disputes and industrial action

### Equal pay

Equal pay law, and the new national agreement, require that jobs are looked at afresh and fair relationships established between the grading of different jobs.

Each local authority will use either a system of incremental scales or single pay points. UNISON is generally recommending **incremental scales of no more than four points.**

Paragraph 5.2 of Part 2 of the new agreement says that a common system for all employees should be adopted, because paying some employees on incremental scales and others on single pay points is likely to breach equal pay law. The only exception is where there is an “objective justification” which allows a particular job or group of jobs to be paid differently. In each local authority therefore the employer and trade unions will have to decide whether everybody will be paid on single pay points or incremental scales; and whether there are any “objective justifications” for particular groups to be paid differently.

In the UK workforce as a whole more women than men have breaks in employment for child care or other domestic reasons. They are therefore unlikely to accrue as much continuous service as men from an incremental scale based on length of service. Incremental scales based purely on length of service could therefore lead to a breach of equal pay law unless the employer can show “objective justification”.

The European Court has established that increments can be used where they reflect developing experience but not on the grounds of length of service alone. This means that it is necessary to examine the length of service required to achieve competence in a job for each occupational group in order to determine the length of incremental scales.

In general, equal pay experts consider that most employees would have reached that point after three years’ service. An incremental scale of greater length would need careful justification. **This means that normally there should be no more than three or four incremental points to each grade.**

It is also important to avoid gender based assumptions about the experience required to achieve job competence. For example, some employers may assume that the domestic and caring skills of some workers take very little time to develop and this could lead employers to introduce shorter incremental scales or none at all for these groups.

**A guide to equal pay and grading will be in Part 4 of the agreement and a full guide from UNISON has been issued.**

## ■ Agree timescale for implementation

The timescale must be agreed at the earliest stage. Depending on the size and style of the authority, the grading review should be completed in 1-3 years.

In all cases pressure should be brought on the employer to ensure that the local grading review is fully carried out in accordance with the national agreement and on an agreed timescale. Employers should be made fully aware that failure to do so will lead to the union bringing equal value cases.

The trade unions nationally have said that negotiation is better than litigation. Where employers fail to agree to abide by the national agreement, or delay unnecessarily, it should be made clear that they are opening themselves to equal pay challenges.

## ■ Agree arrangements for translating grades to pay

The local grading review will put jobs on to grades. These grades will be given a pay level.

Although the national agreement says that the trade unions must be ‘fully involved’ in all aspects of the local grading review, employers will want to keep control of pay levels to themselves in order to keep costs down and because they believe it is the employers’ right to decide overall pay levels.

Branches should ensure that they have maximum possible involvement in the translation of grades into pay levels, to ensure

- fairness
- the adoption of equal pay principles
- consistency of treatment for ex-APT&C and ex-manual jobs

## ■ Agree protection arrangements

This is a key feature of the overall arrangements for local grading review. **The trade unions and the local authority must agree protection for anyone who may be adversely affected by the grading review.** The national agreement does not lay down terms on which there should be protection against any down grading which may arise from grading review.

**Paragraph 12.2 of the implementation agreement states that:**

**“in conjunction with local grading reviews the authority and the unions shall agree on the terms on which there should be protection against loss of remuneration”.**

Where the grading of a particular job is reduced **protection needs to be applied so that individual employees’ earnings are protected for a reasonable period**, while ensuring that protection generally is not applied in a way which perpetuates gender discrimination. The trade unions want to ensure that protection (or “red circling” as it is sometimes called) is applied for a period of years to ensure that the individual employee does not lose out.

However **equal pay law does not permit protection where it would simply maintain previous pay discrimination or inequality.** Indefinite protection cannot be based on any justifiable factors allowed under equal pay law and could be open to challenge.

Protection arrangements should include other elements of pay, such as unsocial hours working and allowances (see under relevant section).

## ■ Ensure grading protection until completion of local grading review

These are the grading provisions from the old APT&C and Manual agreements which are protected until new arrangements have been implemented satisfactorily under local grading reviews.

**Protected conditions on grading****APT&C paras 25, 26, 27, 28 and 36****plus day nursery workers and registration officers****Manual Workers:****Section 2: A, B, C, D****Section 4: 3 & 4 and Appendix A****5 & 8 and Appendix B****10****The full text of these paragraphs is being produced jointly with the employers in a separate booklet to accompany the main green book.****Further advice will be issued in the future on the application of some of these protected paragraphs.**

These grades and scales will remain in place until a local grading review is complete and until then employees will continue on their current scale or grade. If an employee is on a scale, they will continue to receive annual increments until they reach the top of the scale. Nationally agreed grades for manual workers continue to apply as will the nationally prescribed grades for particular groups of APT&C employees.

## Grading appeals: what to do

(Part 2 Para 5.3)

Implementation Agreement Paras 13, 14, 15)

### ■ Negotiate new appeals procedures

The national agreement gives a right to an appeal against an existing grading. There are no restrictions on that right. For example, employees can claim a regrading on the grounds of increased duties or responsibilities, comparability, equal pay, or that the job was improperly graded when it was first established.

For those authorities adopting the national job evaluation scheme there is a model appeals procedure to be followed.

Appeals procedures must be agreed locally and the trade unions and employers will be issuing a joint circular advising on appeals procedures shortly. The implementation agreement states that locally agreed procedures should be in place by 31 December 1997, but the protected arrangements should be extended if the employer will not agree to acceptable new procedures.

Although the national agreement is silent on the process of appeals, UNISON believes that any appeals procedures must have three stages:

- an application to management
- an appeal at local authority level
- an appeal to an outside body such as a panel of the provincial council

**Branches should consider whether all levels of appeal should be considered by a panel made up of employer and trade union representatives.**

Time scales should be written into any appeals process and there should be standard forms available throughout the authority. The appeals procedures should also lay down that where an appeal is successful, it will be backdated to the date of application.

**Until new procedures are agreed, existing local appeals procedures will continue.** In addition, employees on APT&C scales will continue to have the right to appeal to the provincial council until new arrangements are agreed. This means branches should not be pressurised by employers to agree new appeals procedures unless they give a right to appeal beyond the authority.

**Any APT&C members who registered an appeal before 1 April 1997 will retain the right to a national hearing of their appeal if there is a “failure to agree” at provincial level.**

## Working time: what to do

(part 2 paras 6.1-6.4  
part 3 paras 2.1-2.2  
implementation agreement paras 17-18)

### ■ **Agree implementation date: 1 April 1999, or earlier by agreement**

The new working week of 37 hours must come into effect by 1 April 1999 at the latest. If the local authority and the trade unions agree it can be introduced earlier. Any current working week of less than 37 hours (where there is a local agreement) will continue in place.

The national employers draw attention to the possibility for local authorities to harmonise all their employees to a 37 hour week, even if some of them are currently working less than that. This should be fiercely resisted. The trade union objective would be to harmonise working hours around the current lowest working week.

## Employees in DSOs

**DSO employees are covered by the whole of the new national agreement, including the introduction of the 37 hour week in April 1999 or earlier, except where there are local agreements or arrangements, which are unaffected by the new national agreement. (See paragraph 6 of the Implementation Agreement.) Any attempt by the employer to exclude DSO workers from the new agreement should be reported immediately to the regional office.**

**Branches should also ensure that the relevant terms of the new national agreement are incorporated in new contracts (including Joint Venture Partnerships and voluntary out sourcing).**

**The particular arrangements for the standard working week in DSOs are as follows:**

**All contracts operative on or after 1 October 1997 will be covered by the new national agreement including the reduced working week.**

**However, for contracts operative before 1 October 1997, the introduction of the standard 37 hour week (36 in London) may be phased in, only by local agreement, where it is agreed that to bring in the reduced working week on 1 April 1999 would cause a contract to default.**

**Any such phasing must therefore be with the consent of the trade unions and will in any case only apply for up to two years from 1 April 1999 or until the end of the contract, whichever is the sooner.**

## Non-standard working

(part 2 para 6.2  
part 3 paras 2.3-2.4  
implementation agreement paras 19-20)

### ■ Agree implementation date (1 April 1999 or earlier)

All existing arrangements for overtime and unsocial hours working continue until the date on which the new 37 hour standard working week is introduced.

The latest possible date for the introduction of the new rates for non-standard working must be the same as that for the new standard working week (i.e. 1 April 1999). Whatever date is agreed, the new standard working week and the new non-standard working rates will come into effect.

### ■ Apply the new provisions where national rates are set

Paragraph 2.3 sets out the new entitlements for anyone whose basic pay is below Point 28 of the new spine and who are required to work:

- more than the standard weekly hours
- on a Saturday or Sunday
- at night

- on public holidays
- on sleeping-in duty
- on other non-standard working arrangements, whatever they may be.

The new arrangements are as follows:

#### Overtime

Paragraph 2.3 provides for time and a half for overtime working on Mondays to Saturdays and double time, with a minimum payment of two hours, for working overtime on Sundays and extra-statutory holidays. These are the same as in the old manual and APT&C agreements.

#### Saturday and Sunday working

Paragraph 2.3 provides for some improvement: Time and a half for Saturday working and for Sunday working double time for employees up to Point 10 of the new scale and time and a half for those above it. This new position maintains old entitlements for all manual and APT&C employees, except that employees on the protected APT&C Scale 1 will now receive double time rather than time and a half for Sunday working.

#### Nightwork

This is the same as the old agreements.

#### Public and extra-statutory holidays

This is the same as the old agreements.

#### Sleeping-in duty

This is the provision from the old APT&C agreement applying to residential social workers, but it now applies to all employees who are obliged to sleep in at their place of work, other than at their home.

#### Inclusive rate

**This is an area where employers may seek major changes**

Paragraph 6.2 of Part 2 makes it clear that

“employees who are required to work non-standard patterns of work shall be compensated in accordance with the provisions of Section 2 of Part 3”.

Paragraph 2.3 of Part 3 states that

“employees, in receipt of basic pay at or below Point 28, who are required to work a) beyond the full-time equivalent hours for the week in question or, b) on Saturday or Sunday or, c) at night or, d) on public holidays or, e) sleeping-in duty or, f) other non-standard working arrangements are entitled to compensation as set out in sub-paragraphs a-f below;

“as an alternative, an inclusive rate of pay to recognise these requirements may be negotiated locally in accordance with the arrangements for modifying Part 3 provisions”.

**This means that some local authorities may seek to negotiate an inclusive**

rate of pay to recognise unsocial hours. They will only be able to do this by negotiation with the trade unions and by following the procedure for changes to Part 3.

The trade unions have no objection in principle to an inclusive rate but should oppose any attempt by employers to pay an inclusive rate which is less than the normal allowances. So any inclusive rate must be equivalent in cash to existing rates; the way it is calculated must be clear; and in any case any changes can only be introduced through the negotiating procedure set out under the arrangements for changes to Part 3 provisions.

Branches should carefully consider any proposal for an inclusive rate. Although inclusive rates should be equivalent to existing rates, there may be advantages to members in consistent payments throughout the year and in the pensionable status of any inclusive rate.

## ■ Negotiate new local rates for

- shift pay
- free and rest days
- evenings
- recall and travel time
- standby
- split shift/duty
- irregular hours
- lettings

Existing payments and arrangements for these categories of non-standard working will continue until new local arrangements have been agreed. The new local arrangements should improve on the existing protected rates and existing rates should be kept unless such improvements are secured.

### Shift pay

Please note in particular that there is indefinite protection for shift allowances paid to any employees who regularly work shifts and receive the shift allowance on or after 1 April 1999. This is effectively a permanent protection.

Local authorities may attempt to introduce new shift rates for employees appointed after 1 April 1999, but they will of course find it difficult to move away from the protected rates because it will be difficult to pay different shift payments to people doing the same job and working alongside each other.

It is the trade union view that this mechanism should ensure the maintenance of existing shift arrangements, although under the agreement the employer and the trade unions are obliged to negotiate payments and other arrangements for shift working. **The national employers' advice is incorrect** in that it claims that the protection only applies to employees in post at 31 March 1999; this needs to be challenged locally (as it has been nationally)

because the wording of Paragraph 19 of the implementation agreement is as follows:

“from that date [1 April 1999], employees who regularly work shifts and received a shift allowance will continue to receive that allowance”.

This means that even if people are appointed after 1 April 1999, they will continue to receive without time limit the shift allowance that was effective at that time.

## Part-time employees: what to do

(Part 2 para 8.1)

### ■ Review existing agreements including training agreements and the car allowance scheme to ensure there is no discrimination

The agreement establishes an absolute right to equality for part-time employees. All conditions should be applied to them equally on a pro rata basis comparable to full-time employees. This includes leave entitlement, sickness entitlement, allowances and pay. The only exceptions are car allowances, where part-time workers should receive the full lump sum and mileage rates and overtime where workers have to work the same basis as full-time workers before qualifying for enhancements (Part 3 Para 2.3(a)).

The training agreement states that, if part-time workers go on training courses outside their contracted hours, they should be paid on the same basis as full-time employees. It also states they should have the same access to training as full-time workers, but this should not be interpreted as meaning that the training availability should be pro rata.

## Temporary employees: what to do

(Part 2 Para 9)

### ■ Ensure that the new agreement will be applied to all non-permanent employees

The new agreement establishes a right to equal treatment for all employees in scope of this agreement, including temporary employees. This means that temporary employees must be given the same pay rates, holiday entitlement, sick pay, overtime rate, allowances, entitlement to use grievance and disciplinary procedures, and other rights and conditions as permanent employees. Branches should now consider the application of local agreements and arrangements to temporary employees.

This provision is there to ensure temporary workers are not in any way excluded from the mainstream conditions of service. The employers have stated that they see a distinction between “casual” and temporary employees and therefore that they can treat casual employees differently. This distinction

is not made in the national agreement and branches should seek to ensure that all temporary employees, including “casual”, “seasonal” and “occasional” employees are treated on an equal basis to permanent employees.

## Training and development: what to do

(Part 2 Para 3  
Part 3 Para 3)

### ■ Set up joint group to negotiate a local training agreement

The agreement not only states clearly that training and development should be placed firmly in the forefront of the authority’s service delivery plans, it also says that employers and unions **shall co-operate to establish and implement local schemes on training and development**. It replaces the previous training agreements which were part of the old APT&C and manual conditions. A list of nationally recognised qualifications is held by the national Joint Secretaries.

The agreement commits authorities to providing written training and development policy statements and to develop action plans for how the needs of individual employees will be met. The importance of monitoring and reviewing training provision is also stressed in the agreement.

It is also stressed in the agreement that equalities considerations should be placed at the centre of any training schemes and that part-time workers should be given equal access to training.

#### Local training and development provisions

Local training and development provisions should include:

- induction
- job training
- update training
- employee development
- retraining
- foundation courses
- positive action training
- lifetime learning

There are two sections of the training provisions which go well beyond those in the previous national training agreements.

The first of these is that resources should be shared equitably across all categories of employee and occupational groups.

This will ensure that those areas which are traditionally ignored by employers when providing training will be given the right to their fair share of training resources.

The second provision is that all employees should get all their fees and expenses paid when undergoing training and development, including NVQ assessment. This is a Part 2 provision.

Trade union advice on the training and development parts of the agreement have been drafted and will be available shortly.

## Trade union facilities :what to do

(part 2 para 18.1)

- **Implement extension of paid time off to all NJC and provincial council activity**
- **Implement check off facility if not already in place**

This is a key paragraph on trade union rights which builds upon existing provisions providing for recognition, facilities and time off, to include the extension of paid leave of absence to attend meetings concerned with the work of the NJC and provincial councils to all trade union representatives. Previously, this provision was not formally available to manual workers and the general entitlement needs to be reinforced in local facilities agreements.

Care should be taken to avoid opening negotiations which would allow employers to reduce current time off and facilities agreements. No distinction should be made between former manual and APT&C stewards and branches may therefore wish to extend their current arrangements and ensure they apply to all stewards. The definition of the work of the NJC and provincial councils can of course extend to a very wide range of local, regional and national trade union activity. The second provision extends the right to a check off system for deduction of trade union dues to all members.

This paragraph also allows branches to press for additional time off for the work associated with implementing single status, for branch organisation and for self-organised groups.

# Section b : other issues

## Equalities

(Part 1 Principles  
Part 2 Para 1)

Equalities and equal treatment underpin the entire agreement. Equal opportunities is one of the four principles on which the agreement is based. This principle is explained in Paragraph 1 of Part 2. There are a number of measures contained in the agreement which are aimed at preventing or removing discrimination, such as the training and development and part-time workers provisions.

This section guarantees all employees equal opportunities in employment. A number of categories are listed in Para 1.1, however they should not be seen as exhaustive and this paragraph is not intended to restrict protection against discrimination to people covered by the seven grounds listed.

Paragraph 1.2 ensures that employers should take action to prevent discrimination. They must be proactive in identifying discriminatory practices and removing them, rather than wait until a complaint is received. Also employers should take positive action where this is allowed in respect of training and recruitment.

Joint advice, as referred to in Paragraph 1.3, was agreed between the unions and employers in 1995. This is currently being updated to take account of the effects of the Disability Discrimination Act and changes in employment practices that have taken place since the advice was originally agreed.

## Scope

(constitution para 3  
implementation agreement para 4)

The new agreement and the new NJC apply to all local authorities in England, Wales, Scotland and Northern Ireland. They also cover equivalent bodies such as local authorities' joint boards.

All employees of local authorities and equivalent bodies are covered by the new agreement, except where they are on separate negotiating arrangements such as chief officers, youth and community workers and craft workers.

The agreement applies to all DSO employees and to all those working in LEA schools.

The agreement is also used by many employers in the voluntary and private sectors. Any private or voluntary employees previously conditioned to the APT&C and manual should be automatically transferred to the new national agreement. This will also be the case for employees of GM schools, accept where local agreements apply.

In all these cases branches will need to ensure that the new agreement has been applied in full. Further advice will be issued by UNISON in relation to private companies and the voluntary sector.

The new agreement covers all local authorities in Scotland but, because there are different arrangements in Scotland, the Scottish Council may vary the way the agreement is applied (contact the Scottish Regional Office for further information).

## Procedures for any amendment to part 3 provisions

This is a key element which must be in place locally at the earliest stage. The procedure is laid down in Part 1 of the agreement, “Principles”. This states that Part 3 of the national agreement is a set of national agreements which may be modified by local negotiation. The procedure is as follows:

“The party proposing change must state in writing what changes are sought and why and the parties must then seek to reach agreement, normally within three months. Where agreement is not possible, either party may refer the failure to agree to the provincial joint secretaries (or other mutually agreed persons) for conciliation. If the provincial conciliation is unsuccessful, the provincial secretaries may recommend further procedures for resolution of the difference, including external conciliation, mediation or binding ACAS arbitration. The above procedures should, if possible, be completed formally within a further three months.”

This allows both the trade unions and the employer to seek local agreement on changes to the national conditions contained in Part 3 of the agreement. Any changes to Part 3 should be a binding agreement made through the agreed procedure.

This means that all claims by branches for local improvements, and proposals from the employer to change any of these provisions, have to be processed through this machinery. In the event that the procedure is exhausted without mutual agreement, both sides retain their legal rights: for the employer to modify the contract and for the trade union to secure its objectives through approved industrial or legal action.

# Procedures for disputes and differences at local, provincial and national levels

Local procedures should continue as a present. They should include the power to refer matters to provincial and national level.

The functions of the national joint council allow it to “settle differences of interpretation and/or application of the national agreement that cannot be resolved locally or provincially”.

This means that if there is a difference of view over the interpretation or application of the national agreement, either the employer or the trade union can refer the matter to provincial and ultimately to the NJC level.

The functions of the NJC also include the right for it to “assist where required in the resolution of disputes that cannot be resolved locally or provincially”. This means that if there is a local industrial dispute, the sides can agree to refer it to provincial and, if necessary national level for the NJC to assist in resolving the dispute.

The NJC will not normally have the power to impose a particular resolution of a dispute, unless both sides locally agree to it, but in matters of interpretation of the agreement the NJC’s decision will be final.

## Local statements of conditions of service

(implementation agreement para 5)

Most local authorities produce a local statement of conditions of service bringing together the relevant national conditions and any local agreements and arrangements.

These need to be checked to make sure they comply with the new national agreement and to make sure that they refer to “employees” rather than “APT&C staff” or “manual workers” (although these terms will be kept in any of the protected arrangements set out in the agreement).

## Local agreements and arrangements

(implementation agreement para 6)

### Paragraph 6 of the Implementation Agreement

Paragraph 6 of the Implementation Agreement states that “The new national agreement does not of itself alter existing local and provincial/Scottish/Northern Ireland arrangements which differ from the existing national agreements”.

Any local agreements and arrangements are not affected by the new national agreement and continue as at present. “Local agreements” are formal agreements between the employer and the trade union which might provide for a reduced working week or other local change; “local arrangements” are local practices which have developed over a period of time or been imposed by the employer, and which are not a formal agreement between the two sides.

Both categories are unaffected by the new national agreement and remain in place. However both sides may want to seek changes: both the employer and the trade union may wish to use the new national agreement as a reason for doing away with a local agreement or arrangement which they do not like. This will need to be carefully explored through negotiation.

Local “arrangements” which have been objected to by the trade union’s should be examined first.

## Working time: application of the 37 hour week

This is to ensure that the reduction in the working week applies to all employees. There may be a tendency for local authorities to reduce the hours of former manual employees either group by group or to seek to retain a longer working week for others, such as residential workers who currently work 39 hours. This is not permissible under the national agreement and all employees must have a standard working week of 37 hours (except where the working week has been reduced by local agreement, in which case they must still be a common working week for all employees).

## Working time: seasonal variations

The new agreement provides for the working week to be spread over an agreed period where necessary. It can only be varied where such variation meets the requirements set out below.

### Requirement for any variation in working arrangements

- reasonable
- subject to adequate notice
- avoids short notice changes to rostered or expected patterns of work
- avoids excessive hours in any particular week
- avoids unnecessary long periods over which the weekly hours are arranged
- takes into account the circumstances of individuals and groups of individuals

Any such changes to the standard working week can only be made in consultation with the recognised unions “with a view to reaching agreement”. In any period of averaging, the total number of hours worked must not exceed the average normal working hours per week. Any additional hours will be compensated as set out in the section on overtime.

## Calculation of hourly rate

There must be no marginal loss of income due to the particular formula used by the local authority in calculating the hourly rate of pay. Different methods are used in different local authorities and in some cases may show a standard minimum hourly rate of £3.99 rather than £4.

Normally this should be compensated for elsewhere in the calculation, but branches will need to ensure that no employee is disadvantaged.

## Impact of reducing the standard working week

Paragraph 17 of the implementation agreement states that when the 37 hour week is introduced for part-timers

**“there will be corresponding increases in hourly basic rates from the date of the reduction in standard hours for their full-time counterparts”.**

Paragraph 18 states that

**“full-time employees will generally maintain existing output levels when the standard working week is reduced”.**

So the effect should be that part-time workers will continue to work their existing hours, but will be paid a higher hourly rate (increased by 5.4%); full-time employees will work a reduced working week.

The employers may argue that the new agreement requires existing workloads to be completed within the reduced working week for full-time employees. It is important to remember that Paragraph 18 of the implementation agreement says only that

**“It is the view of the NJC that it is in the interests of both local parties that full-time employees will generally maintain existing output levels where the standard working week is reduced”.**

## Working time: reducing costs

It is vital to note that the introduction of the reduced working week is compulsory and does not depend on any reductions in costs (unlike previous agreements for attempts to reduce the working week). The national agreement simply states that

**“The NJC accordingly advises the local parties to co-operate in minimising the costs of reducing the standard working week in order to protect jobs and services”.**

# Methods of payment

(implementation agreement para 22)

There can be no change to frequency and methods of payment of wages without the agreement of the trade unions.

## Annual leave

(Part 2 - para 7.2)

This provides an entitlement to the extra five days on the completion of five years' service (i.e. on the fifth anniversary of appointment, not after the completion of five full leave years).

## Extra-statutory days

(Part 2 - para 7.4)

Existing extra-statutory days can only be attached to annual leave by agreement with the trade unions. Attachment to annual leave may in some cases lead to a loss of earnings and compensation must be agreed at an acceptable level in these cases.

## Leave for public duties

(Part 2 - para 7.5)

**This paragraph retains the principle of employees being allowed paid time off for public duties, but the description of the duties which qualify for paid time off is more generous than the old agreements and allows for Jury Service or “serving on public bodies or undertaking public duties”.**

Taken literally, this means a general entitlement of employees to take paid time off for any form of service on public bodies or any other public duties. Inevitably the employers put a different interpretation on this paragraph. Their advice states that:

“this provision does not specify how much paid leave of absence should be granted or which public bodies qualify. These will remain matters for local determination”.

Branches will need to respond to this sort of approach from the employer and, while it might be acceptable for example to agree a reasonable upper limit of the amount of time off to be taken and even an extensive list of those public bodies which qualify for this purpose, any such qualification should not impair the general right to have paid leave for public duties as set out in the paragraph.

Branches should also ensure that any statutory entitlement to time off for public duties is not undermined.

Where an allowance is payable to the individual employee for undertaking public duties, the employee should claim that allowance and pay it over to the employing authority. There should be no financial loss to the employee and the purpose of the provision is simply to provide the local authority with any reimbursement which may be available from the public body.

## Time off for medical screening

(part 2 para 7.7)

This paragraph of the national agreement extends the old provision for paid time off only for breast and cervical cancer screening, to cancer screening in general.

## Health, safety and welfare

(Part 2 Para 4)

This section sets down the requirement for employers to comply with their legal obligations on health and safety and employee welfare. It makes particular reference to the need to provide and maintain protective clothing. The employers have made it clear that this includes cleaning and laundering.

The section also highlights the duties of employees.

Joint guidance on health, safety and welfare will be given in Part 4 of the agreement. No timetable for the introduction of this has yet been agreed, but in the interim UNISON produces a number of useful publications on health and safety which are available for branches free of charge.

## Child care

(part 3 para 5.1)

### Negotiate local agreement to reflect national provision

This is a new provision to encourage local authorities to provide support for employees with caring responsibilities for children and other dependants.

While it is a very general provision, it does provide an opportunity for branches to start negotiations to secure improvements in provision for child care and for those with dependants. It should be raised with the employers as a subject for negotiations at an early stage.

## Continuous service

(part 2 para 14  
implementation agreement para 24)

Different provisions applied in the old agreements. These paragraphs

provide common entitlement for any employment with certain public authorities to count as continuous service for annual leave, sick leave and maternity leave. The paragraph also allows a break of up to eight years for maternity reasons without any loss of continuous service.

The new provisions do not retain two special provisions which existed in the old agreements. In the APT&C agreement there was provision for a break in service following redundancy and for periods of notice; and in the manual workers agreement there was provision for a break of up to six weeks (which only applied to sickness and annual leave).

Although these are not in the new agreement all APT&C and manual employees in post at 31 March 1997 retain an entitlement to continuous service as defined in the old agreements on a protected basis.

## Sickness scheme

(Part 2 Para 10  
Part 3 Para 4)

The sickness scheme brings together the previous manual and APT&C sickness arrangements. It is not intended to reduce any existing rights and, given that the entitlement to sick pay is in Part 2 (Para 10.3) the new scheme should assist branches in opposing local employers attempts to reduce rights to sickness pay, in particular for the first period of absence.

The main change is to make clear when sick pay can be suspended and to confirm that the employee has the right to appeal.

Where the employer considers that an employee is repeatedly abusing the scheme (such as through persistent sickness absence when doing other work), local authority employers may claim that they have the right to withhold sick pay in these cases. However, the agreement is clear on this point. UNISON's view is the employers must now deal with these cases through the disciplinary procedures rather than withholding sick pay (Para 10.10).

The agreement also removes the requirement to take a medical examination before being admitted to the scheme which existed for former manual workers.

The Part 3 (Para 4) section of the agreement lays down the procedures that should be followed in implementing the scheme. The main difference in this section is that employers should no longer refuse sick pay to employees who have been in an accident and are entitled to claim damages from a third party.

Part 3 also clarifies that an employer can seek an examination of an employee by a doctor at any time, not only when the employee is on sick leave. This means that employers can seek medical advice on the suitability of an employee to be at work (Para 4.2)

## Maternity scheme

(Part 2 Para 11.1)

There has been no change to the national scheme, which was recently updated. The former manual and APT&C agreements both were worded the same and they have simply been incorporated into Part 2 of the national agreement.

## Maternity support leave

(Part 2 Para 7.6)

This provides an entitlement to five days with pay for maternity support leave. It is not simply available for the father of the child, but it is open to the expectant mother to nominate who they wish to be available at or around the time of birth. This is a Part 2 provision and therefore branches should ensure that all members are aware of their entitlement.

## Car allowances

(Part 2 Para 12.1  
Part 3 Para 6)

The revised car allowance provisions simplify the previous APT&C agreement and also extend it to all employees.

Certain provisions have been removed. These include the method of calculation, insurance details and various restrictions on the scheme. The APT&C car allowance purchase scheme has also been deleted.

Although the local authority is given the right to determine whether a user is casual or essential, it should do so on the basis of the definitions given in Paras 6.2 and 6.4.

The national formula used to revise the allowances is currently being reviewed by the joint secretaries.

## Payment to employees in the event of death or permanent disablement arising from assault

(Part 3, Para 7)

This is the previous APT&C and manual entitlement. The trade unions have identified the discriminatory nature of the definition of dependant as including 'spouse' rather than 'partner'. This is being raised with the employers nationally.

# Meals and accommodation charges

(Part 3, Para 8)

There is no obligation on branches to agree alternative arrangements as existing arrangements will continue to apply.

## Reimbursement of expenditure

(part 2 para 13)

Previously there was a fixed scale of expenses for APT&C staff and no automatic entitlement to expenses for manual workers. **The new agreement establishes a right to expenditure for additional expenses incurred in the course of work (Para 13.1).**

It is to be decided locally whether this should be done through reimbursing the actual costs incurred or by a scale of set allowances that can then be claimed. Existing arrangements continue in the meanwhile. Any new schemes should be referred to the Inland Revenue for advice on the implications for self-assessment.

The national agreement also covers the situation relating to employees who have to change workplaces because of local reorganisation or redeployment. This means that they will be paid any additional costs arising from the move. Branches should negotiate local schemes which identify which costs will be met and for how long (para 13 point 2).

The employers have also agreed to issue a joint circular with the trade unions continuing the existing agreement for costs relating to the current Local Government Reorganisation.

The agreement also extends the previous manual workers entitlement to reimbursement of the cost of renewing an HGV, PSV, or other special license to all employees (Para 13.3).

## Grievance and disciplinary procedures

(Part 2 Paras 16.1 and 17.1)

The national agreement lays down that authorities must have grievance and disciplinary procedures which should, at the very least, correspond with the ACAS codes and guidance. In practice, most authorities should already have these and no change should be necessary except where different arrangements apply to former APT&C and manual workers. In these cases, the procedures should be harmonised.

UNISON's Education and Training Department run excellent courses in handling grievance and disciplinary procedures. These courses include examples of procedures and how to use them.

# London and fringe area allowances

(Part 2 Para 19.2)

This paragraph outlines that the current London and fringe area allowances will continue to apply, and be updated by the NJC in line with pay increases, until different arrangements are agreed by the provincial councils covering London and the surrounding areas.

At present the fringe allowances are exactly the same for both former manual and APT&C employees. However, within the Greater London area, there is only one allowance for manual workers but two for APT&C (Inner and Outer). This variation will continue to apply to current and new employees in London until alternative arrangements are agreed by the Greater London Whitley Council.

# Retained employees and nursery staff in educational establishments

(part 3 appendix 3)

All employees in educational establishments are covered by the whole of the new national agreement. These paragraphs continue the special arrangements for retained employees (former manual workers) and nursery employees.

## Bonus

Bonus schemes remain unchanged by the new national agreement as they are local agreements. The National Joint Council has set up a joint technical working group to report on bonus issues and further advice will be issued in due course.

## Discontinued provisions

This is to ensure that no old conditions or practices are accidentally continued. In many cases these provisions may already have fallen into disuse, but need to be checked. The list excludes any former provisions which have been retained in a modified form.

Manual workers

Young employees' wages (section 1 para 2b)

Excluded employees (section 1 para 2c)

Locally negotiated variations (section 3 para 1b)

Efficiency (section 3 para 1c)

Agricultural and horticultural workers (section 4 para 2)

New towns employees (section 4 para 6)

Night watchmen and women (section 4 para 7)

Seasonal workers at coastal resorts (section 4 para 9)

Working conditions of school crossing patrols (section 4 para 11)

#### APT&C workers

Recruitment (para 1)

Junior officers (para 2)

University graduates (para 3)

Articled pupils (para 4)

Mobility (para 5)

Relatives of members (para 6)

Canvassing (para 7)

Direct employment (para 8)

Probation (para 9)

Reports (para 10)

Promotion (para 11)

Appointment and promotion (para 12)

Displacement (para 14)

Establishment (para 29)

Increments (para 30)

Emoluments (para 31)

Apportionments (para 34)

Fidelity bonds (para 92)

Publicity (para 93)

Safeguarding (para 96)

Suggestions (para 98)

# Single Status :The New National Agreement for Local Government

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