



**DEMOCRATIC AND ELECTORAL SERVICES**

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Dear Councillor

**JOINT APPOINTMENTS AND IMPLEMENTATION COMMITTEE - REVISED AGENDA**

The next meeting of the Joint Appointments and Implementation Committee will be held as follows:

DATE: **MONDAY, 24TH SEPTEMBER, 2012**

TIME: **6.30 PM**

VENUE: **COUNCIL CHAMBER, KING GEORGE V HOUSE, KING GEORGE V ROAD, AMERSHAM**

Yours faithfully

Jim Burness

**Director of Resources**

To: The Joint Appointments and Implementation Committee

Mr Burns-Green  
Mrs Darby  
Mr Harding  
Mr Jones  
Mr Kelly  
Mrs Plant  
Mr Reed  
Mr D Smith  
Mr M Smith  
Mr Spate



## Declarations of Interest

Any Member attending the meeting is reminded of the requirement to declare if he/she has a personal interest in any item of business, as defined in the Code of Conduct. If that interest is a prejudicial interest as defined in the Code the Member should also withdraw from the meeting.

## A G E N D A

	(Pages)
1. <b>Evacuation Procedures</b>	
2. <b>Minutes</b>	
To sign as a correct record the Minutes of the meeting held on 26 July 2012.	(1 - 2)
3. <b>Apologies for Absence</b>	
4. <b>Declarations of Interest</b>	
5. <b>Harmonisation of Terms and Conditions</b>	(3 - 6)
<i>Appendix 1</i>	(7 - 8)
<i>Appendix 2</i>	(9 - 18)
<i>Appendix 3</i>	(19 - 42)
<i>Appendix 4</i>	(43 - 50)
6. <b>Exclusion of Public</b>	
The Chairman to move the following resolution:-	
“That under Section 100(A)(4) of the Local Government Act 1972 the public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in Part 1 of Schedule 12A to the Act.”	
7. <b>Chief Executive's Team</b>	(51 - 52)
<i>Appendix</i>	(53 - 62)
8. <b>Customer Services Post</b>	(63 - 66)
9. <b>Date of Future Meetings</b>	
<b>Proposed Meeting Date</b>	<b>Alternative</b>
Monday 5 November at 6.00 pm at SBDC	No alternative date available due to PCC Elections
Monday 10 December at 6.00 pm at CDC	Friday 14 December at 2 pm

The next meeting of the PAG is due to take place on Date Not Specified

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**JOINT APPOINTMENTS AND IMPLEMENTATION COMMITTEE**

**Meeting - 26 July 2012**

Present: Mr Reed (Chairman),  
Mr Burns-Green, Mrs Darby, Mr P Jones, Mr Kelly and Mr D Smith and Mr Spate.

Apologies for absence: Mr Harding and Mrs Plant

**1. MINUTES**

The minutes of the meeting of the Committee held on 5 July 2012 were confirmed and signed by the Chairman.

**2. EXCLUSION OF PUBLIC**

**RESOLVED** that under section 100 (A) (4) of the Local Government Act 1972 (as amended) the public be excluded from the meeting for the following item(s) of business on the grounds that they involved the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act.

**3. CHIEF EXECUTIVE'S SUPPORT TEAM**

The Committee considered a report setting out progress towards the appointment of two posts of Principal Officer for the Chief Executive's Support Team.

The objectives for setting up the Support Team were to 1) establish an integrated resilient team; 2) to provide support to the Chief Executive and Management Team; and 3) to be cost neutral. The two broad roles identified for the Principal Officer posts were:

- Personnel
- Policy, Partnerships and Communications

and the job descriptions drafted for the posts were set out in Appendix 1 to the report.

It was proposed that the Policy, Partnerships and Communications post should be filled through internal recruitment, ring fenced to existing team members, by October 2012. For the Personnel post it was proposed to appoint an interim experienced Personnel Officer for a six month period from October 2012, with recruitment to the permanent role to follow. The posts had been evaluated using the three different schemes currently in use, enabling a temporary grade, with a fixed salary point for 12 months (depending on the levels and skills of the successful applicant), pending a decision on the evaluation scheme to be adopted for the future.

It was now necessary for the report and proposals to be the subject of formal consultation. The Committee asked a number of questions about the roles, and the timescales and costs for the appointments. The Committee requested that the report to the next meeting should include progress being made with recruitment before final decisions on the appointments are made.

**RESOLVED** that:

- (1) the report and the two proposed roles be the subject of formal consultation with team members and the respective Staff Sides with a view to a final decision being made at the next JAIC; and
- (2) the recruitment process for the interim Personnel Officer be commenced to ensure this resource is in place in a timely manner.

**4. REVIEW AND IMPLEMENTATION OF THE JOINT SENIOR MANAGEMENT STRUCTURE**

The Committee considered a report with an update in relation to revision of terms and conditions for the joint arrangements.

Appointments to the joint senior team had been made on the terms and conditions and salaries agreed by JAIC for the purpose. However posts below this level would be recruited on NJC terms and it would be important to avoid issues with differential terms when compare to the workforce falling outside the scope of the joint arrangements. Appendix 1 to the report contained a schedule which set out the areas of difference in the main terms and conditions of employment that will need to be addressed, including the key issue of the future mechanism for evaluating posts.

The policies which set out how the terms are managed and administered were also different in each Authority and these would need to be reviewed over a longer term period. More particularly, both Councils had reorganisation policies which differed slightly. Appendix 2 contained a draft organisational change policy for the Committee to consider.

The Committee noted that it was important to start to address the issues by getting formal consultation under way. The Chief Executive indicated that it was proposed to commence the broader staff consultation in August, hold meetings with the respective staff sides in mid-August and staff briefings in early September, with a view to reporting back to the next JAIC towards the end of September. Janet Beaumont reported that she had prepared a copy of the Appendix 1 schedule of terms and conditions, with helpful annotations, which would be circulated separately to members.

**RESOLVED** that the choice of evaluation scheme, terms and conditions review strategy and the proposed organisational change policy should be the subject of consultation at the two Councils with a further report to JAIC once this is concluded.

5. **JOINT SENIOR MANAGEMENT STRUCTURE - VACANT POSTS**

The Committee considered a follow up report on the outcome of the recruitment process for Heads of Service.

Recruitment for the Head of Legal and Democratic Services was underway and the process was expected to conclude in September. Officers had reviewed the options for that part of the structure which had not yet been implemented.

Business Support was considered to be a key area as regards transformation and moving the joint working project forward. It was proposed to embark on a new internal recruitment process for the post of Head of Business Support. Customer Services was also considered to be an important part of a balanced service structure, however, further discussions with the relevant postholder at Chiltern indicated that an external appointment for the Head of Customer Services may be necessary and a further report to the Committee would be made when the position was clearer.

The Committee noted Appendix 1 to the report being the financial summary with the business case given the planned exits already agreed (ie excluding Business Support and Customer Services), and Appendix 2 being the financial summary on the basis of a successful internal appointment for Business Support and a redundancy in Customer Services. The Committee requested that the report to the next meeting should contain options for the Customer Services area together with recommendations as to the way forward.

**RESOLVED** to note the position regarding the appointments of the Head of Business Support and Customer Services, with a further report to the next meeting once the outcome is known.

6. **OTHER BUSINESS**

UNISON letter

The Chief Executive tabled a copy of letter from the Chiltern Branch of UNISON addressed to him setting out a number of comments on reports forming part of the agenda for the meeting.

Date of next meeting

The JAIC agreed to hold its next meeting during week commencing 24 September 2012, on a date to be fixed after consultation with members.

The meeting terminated at 7.25 pm

**JOINT APPOINTMENTS AND IMPLEMENTATION COMMITTEE –  
24 SEPTEMBER 2012**

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**HARMONISATION OF TERMS AND CONDITIONS**

*Contact Officer: Alan Goodrum (01494 732001/01895 837363)*

**RECOMMENDATIONS**

- (1) JAIC note the outcome of the informal staff consultation, and note and comment on the revised organisational change policy.**
- (2) JAIC consider the proposed way forward of engaging in a dialogue with the staff representatives: Staff Side and UNISON, of the two organisations.**

**Purpose of report**

- 1 To update Members in relation to the process for reviewing terms and conditions for the joint arrangements

**Introduction**

- 2 The JAIC on 26 July agreed the need to review terms and conditions for posts below Head of Service level to avoid issues with differential terms when compared with the workforce falling outside the scope of the joint arrangements.
- 3 This report sets out the progress to date and the outcome of the initial consultation period.
- 4 Unison at Chiltern (CDC) and Staff Side at South Bucks (SBDC) have received papers proposing a draft organisational review policy, the comparison of terms and conditions and, in relation to Unison only, a discussion paper addressing augmentation. These papers were all based on those submitted to the last JAIC and Chiltern's Personnel Committee on 4 July and were developed as a basis for a conversation with Staff Side and Unison in order to develop a joint action plan and agree a timescale for addressing the differences. The documents for what effectively form an informal consultation were made available for transparency purposes via the intranet to all employees.

**Terms and Conditions**

- 5 The reaction from Staff Side at SBDC, Unison at Chiltern and individual employees has raised concerns in relation to potential loss of benefits and a perception voiced that the joint arrangements are leading to an undermining of employee benefits overall rather than harmonisation.

- 6 A first meeting with Unison at Chiltern on 15 August only addressed augmentation though it was suggested that Terms and Conditions would be handled at the regular MT/Staff Side meetings.
- 7 A summary of staff comments are attached at **Appendix 1** which highlights that augmentation for Chiltern and salary protection for both are major concerns – depends on staff briefings and further comments received. Detailed comments are included in **Appendix 2** and the UNISON/Staff Side comments received are included in **Appendix 3**.
- 8 Staff briefings are scheduled at CDC on 13 and 18 September and at SBDC on 12 September when the issues raised by individuals will be addressed, and assurances given that both Councils continue to wish to be seen as good employers. To this end harmonisation is about fairness and consistency along with simplification of administration rather than about undermining individual terms and conditions.
- 9 A key point highlighted at the sessions will be the fact that the salaries of the shared posts to date and the terms offered have compensated for any perceived loss. Once we can agree a JE scheme, we can begin to look at new shared posts in a consistent manner and many of the issues raised will potentially be addressed through the new pay policy.

#### **Organisational Change Policy**

- 10 This has been the subject of detailed comments and a further draft is at **Appendix 4**. It will need further amendments depending on the outcome of the negotiations on augmentation at Chiltern. What is now needed is a dialogue with staff representatives considered in the next steps.

#### **Job Evaluation Scheme**

- 11 Although this has been given an initial airing in terms of the consultation, the volume of the material means that staff will need further time on this and the same comment in terms of setting up a dialogue applies.

#### **Risks**

- 12 If the Councils are to avoid increasing the risks of change (disputes, litigation, employment tribunals, slowing down of the programme etc), then we should seek to achieve agreement with the respective staff organisations on harmonisation. At Chiltern this is UNISON, at South Bucks there are staff representatives who are regularly consulted but are not a negotiating body. Ideally we would combine these to take the discussion forward.



- 13 There will be inevitably some staff on different terms and conditions for some time, and the new Terms and Conditions will be brought in progressively as shared services are introduced. At a date in the future we will reach a critical mass point where it is worth moving all staff on to the new Terms and Conditions.

### **Next Steps**

- 14 Whilst any changes to Terms and Conditions are emotive, it is important that an action plan is agreed jointly to ensure fairness and equity of approach across both Councils.
- 15 The augmentation policy will be addressed at a further Member/Staff Side meeting on 20 September and by CDC Personnel Committee on 24 October.
- 16 The best way forward for the remaining Terms and Conditions, Organisational Change Policy and choice of Job Evaluation scheme would be for Management Team (with personnel advice), Staff Side and Unison to be established to:-
- agree terms of reference for the group;
  - review the proposal for a joint organisational change policy;
  - compare key differences in Terms and Conditions and propose a basis and timetable for harmonisation;
  - compare the existing JE schemes (Hay at SBDC and GLPC at Chiltern) and make proposals for a future scheme.
- 17 Soundings have taken place with the respective Staff Side/Unison representatives which will be reported to the meeting.
- 18 Final decision-making would rest with the JAIC subject to any decisions that have to be taken back to the individual Councils (eg augmentation).
- 19 Member support for the transparent approach taken and the ethos behind the review:-
- resilience
  - fairness
  - consistency
  - good employer

will be crucial to the impact on staff morale and the success of the joint approach.

## Agenda Item 5

20 The report will be updated at the meeting as further comments are expected w/e 21 September.

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## Summary Comments Received (17.09.12)

- A lot of information to take in
- What is the consultation about
- Issues re timescales
- Clarification sought re whether this is informal or formal consultation
- Concerns raised re perception that SBDC staff are on higher salaries
- Concerns that SBDC have better leave provisions
- Comments that staff briefings are welcome as employees unclear of what is intended with the review
- Removal of pension augmentation will lead to more redundancies as it will be cheaper
- Majority of staff feeling alienated from the review processes
- A protection period for augmentation to 2014 would help alleviate worries(timed to National changes)
- Management have the support of external consultants- staff should be afforded the same support to help them through the implications of the changes
- Concerns that the drive for change is at the expense of current long serving employees
- Staff briefings welcomed and important
- Will the removal of augmented pensions mean that the overall package will lag – based on the work undertaken in 2009
- Confusion re local pension arrangements and protection as opposed to national changes which propose protections as part of the 2014 implementation
- There is a need to slow the pace to ensure full consultation
- Face to face rather than emails and intranet to allow a full exchange of views
- Employees are assuming that benefits at one Council which are not available at another will be cut- protection or some assurance needed

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## DETAILED COMMENTS (To 17.09.12)

1. This does not feel to have been a true consultation exercise as we have not been presented with proposals or asked any questions for comment on.
2. Information was issued in a difficult format and at a time when many senior staff are on leave and not available to discuss issues.
3. Staff briefings are scheduled for the end of the consultation period. This gives the impression to staff that this is a box ticking exercise and not a true consultation of staff views.
4. In order to deliver effective and high quality services staff need to be motivated and enthusiastic and ready for change. We are entering a period with significant change with fundamental changes to benefit legislation, joint working on the waste contract and service reviews across Chiltern and South Bucks. This is at a time where staff are concerned about proposed changes to terms and conditions and cuts in the benefits they may receive as the councils and members seek to fundamentally reduce costs.
5. Are there to be similar proposed changes to members' terms and a reduction in the number of members across the two councils?  
**Not all change and reduction in costs should be expected from staff with members being protected.**
6. These changes are being consulted upon and we have been told they will be implemented as joint services are implemented. We do not know when services are to be reviewed or if that programme will ever be completed. For many staff this will not feel fair or equitable.
7. Staff fears with service reviews are that there will be redundancy and so changes to policies or terms and conditions in advance of reviews across the organisations are seen as threatening and with a total disregard of staff who have been committed to working for the organisations.
8. Significant potential for unfairness to staff if services are 'protected' from service review.
9. Do contracts have to change? Other organisations continue to operate with staff on different contracts. We already have staff that have been TUPE'd and they remain on other organisations terms and conditions.  
  
If staff are de-motivated and feel of no value to the organisation we are likely to suffer increasing sickness leading to operational difficulty in delivering services.
10. We have been given information on terms and conditions to compare but the major part of all our packages is the salary we are offered. **We have been given no salary range for similar jobs across the two organisations to compare the differences across the whole package employees receive across the two organisations**
11. If terms are based on the lowest common denominator across the two organisations staff will be de-motivated.
12. When taking employment we look at the whole package – salary, benefits and leave. These are weighed up against other employment opportunities and terms and conditions. Our lifestyles – standard of living, mortgages, and rental agreements are all based on the offer of employment.

13. Regular breaks from work throughout the year enable staff to have a more balanced lifestyle enabling them to be committed and proactive at work. Where holiday entitlement is low sickness is often high – through stress, tiredness, family difficulties i.e. elderly parents, issues with children or grandchildren.
14. Many staff have worked consistently for many years. Any proposed changes to conditions or enforced redeployment through change, should have protections. Where there are existing protections these should not be cut but phased in over a number of years or with phased in with new starter's contracts.
15. Changes to pension augmentation must be fair and transparent and not subjective to individual cases or subject to member whim!
16. There should be pension augmentation protection for existing and long serving staff.
17. Chiltern salary levels are known to be lower than other authorities in the area, the PRP scheme helps to redress some of the differentials.
18. If PRP is changed, there needs to be salary enhancement or long term protection for staff as salaries would reduce significantly. We already have had 3 years where salaries have not increased with the cost of living, significantly reducing employees' income over the period.
19. Historically the additional elements to our contracts were introduced due to the high cost of housing in the area and the council's inability to attract and retain staff in a high cost area. Elements included:
  - Additional 4 increments
  - Car cash
  - Health scheme
  - Professional premiumsStaff have taken employment with the council because of the offered salary and these benefits. Despite economic change, housing costs remain high in the area.
20. Hours should not be increased beyond the current 37 hours.
21. On the comparison table Chiltern's hours are shown as 9.00 – 5.00 Mon – Thurs and 9.00 - 4.30 Fri. This would give a false impression to SBDC staff. The given hours are for visitors to the offices only. The hours that we have to operate are 8.30 - 5.30 Mon – Thurs and 8.30 – 5.00 Fri.
22. Arrangements for Christmas holidays and a complete shut down at SBDC are very different between the two organisations. Any change in policy needs to be notified to staff at the earliest opportunity.
23. Salary, PRP, parking and leave are the prime concerns for normal terms and conditions. To date the redundancy package has not been a main concern but is likely to be in the future.
24. When a shared management team and opportunity for joint working were proposed and discussed we were told that we would remain as two distinct organisations with separate agendas and member accountability. The agreement was for a given period of time. If this is still the case why do we need harmonisation?

25. Why is there a need to rush to harmonise terms and conditions at all if – as in an earlier document the two Councils are to stay as separate identities?
26. Concerns that the worst conditions of the two Councils will be used.
27. Concerns about the possibility of losing PRP. Bearing in mind that pay rates at South Bucks appear to be higher at South Bucks loss of PRP would in effect be a cut in pay.
28. Concerns about Annual Leave allowances and fixed days – we currently get less leave than South Bucks.
29. Concerns about the future role of Customer Services in the reorganisation. Will we still exist in the long term?
30. Will members of staff that have their jobs downgraded have their pay protected?
31. I am hoping to reduce my hours and go on flexible retirement next year and am a little concerned at whether this will still be possible.
32. Will staff be expected to move between the two Councils and will there be financial help if more travelling is involved.
33. Any change to contractual terms can only be achieved by agreement, if the council is not to be exposed to serious risk. New Ts and Cs can be developed, in agreement for use in the new shared services (or across the board if preferred),but we still have people on different terms because they have been transferred here via TUPE.
34. If new structures resulting in changed staff numbers are brought in, even the TUPE'd people could be included, albeit that they would probably seek to retain any more favourable conditions from their previous contracts, such as higher multiples for redundancy pay.
35. If someone from CDC accepts a post with lesser Ts and Cs as an alternative to redundancy their current contracts entitle them to 4 years full protection. That still applies even if the contractual change itself is to reduce the period of protection, as seems to be suggested in your circulated documents. So the reduced protection period for subsequent changes would only kick in after 4 years.
36. This principle would also apply to augmentation, as it has been accepted that the current local conditions form part of staff contracts. So as a minimum current staff would have augmentation for at least 4 years. That minimum period of certainty would reassure them as you move forward with the changes. (Of course many will argue that as a contractual term, it should remain in place indefinitely.)
37. One step members could reasonably take is to withdraw augmentation from new appointments to the council (appointments to new posts of existing CDC staff would mean protection as described above).That would mirror what you have done re PRP.
38. There is a stated commitment by members to "harmonise" terms and conditions across the two councils. In the past this would have been a relatively simple exercise, taking a "swings and roundabouts" approach, ending up with one unified set of terms. However employment legislation now makes this very challenging if not entirely impracticable, without the risk of successful legal challenge. There will be costs and significant potential risks in undertaking such harmonisation. For example, any change to job evaluation schemes may result in the same number of staff being upgraded as downgraded, but the

upgrades take effect immediately and the downgrades only after a period of salary protection, giving a net cost in addition to the cost of the revaluations themselves. Chiltern has the majority of its staff on its own conditions as well as several (following TUPE transfers) on Paradigm conditions and currently one employee on WDC terms, which will shortly increase substantially with the transfer of WDC Waste staff.. As they have TUPE protection, there is little chance of total harmonisation in the short to medium term at Chiltern let alone with SBDC. The proposed harmonisation needs to be scoped out as a project, with a proper business case, with aimed-for benefits, costs, risk log etc, together with ensuring the involvement of key people and an agreed plan, milestones etc. Many very large private companies operate successfully with multiple different terms and conditions, as a result of TUPE following successful tenders for work. It is not a major problem. It just needs managing, so a robust analysis is needed as to whether the anticipated benefits of harmonisation are achievable, in light of the certain costs.

39. As members do wish to pursue this, is the aim to develop an agreed “joint” set of terms for use following the establishment of a shared service, with, ultimately, all employees moving to that model? If so the issue of salary protection increases in importance for potentially affected staff. If not, you are simply increasing the variety and number of different terms applying in both councils.
40. Would the aim be to produce, by agreement, a brand new set of local terms (supplementing the national ones), then move staff to them as and when appropriate, or, alternatively, is the intent to deal with individual items within the present conditions which are of most concern to members? It would seem most sensible, and most likely to achieve agreement with staff, if a holistic approach is to be taken. Otherwise it simply looks like the councils are attempting to cut contractual terms unilaterally on an item by item basis. (Please see the updated 2012 ACAS guidance on changing contracts of employment, previously sent to you.)
41. Most fundamentally, the councils could benefit from firstly establishing a joint workforce strategy. From that would flow policies and terms and conditions, reflecting what kind of employers the councils want to be, and embodying that in contractual terms. For information, I am in process of updating and rewriting CDC’s workforce strategy, in outline, reflecting the changed landscape, with the aim of providing a platform for future development of a joint strategy. That might be a useful starting point for consideration by members and discussion with staff, to give a proper context to the project plan referred to in 1) above.

**A) General comments about the process:**

42. There is a lot of documentation, and it is not clear what is being asked/requested for us to consult on. With respect I would suggest the discussion documentation for such important matters that are being discussed should meet the crystal mark standard for Plain English. One reading of the current tranche of documentation would not be possible for the majority of us (I had to fish out my calculator when looking at the supplementary documentation provided by LGG on their redundancy/compensation report, to check the statistics – possibly something some staff may not be able to)
43. Also, what is the consultation procedure/process for staff? A vote? What are the questions that are to be voted on? There is no clarity (apart from the progress meetings and the discussion documents at regular intervals) as to what the formal consultation process for staff is.
44. Where is Chiltern’s staff representation in all of this (Unison)? Staff side is not an organisation that Chiltern has membership in, is my understanding, why are they (staffside) the only organisation involved in the process?



45. The pace of change with no clear (and agreed) boundaries/procedures/process in place for the consultation is a serious concern.
46. As commented by another member of staff who was at the discussion today, all the changes being discussed are a shifting of the goal posts at a time when large redundancies are likely. A more equitable process for all employees concerned would be to allow the existing schemes across both authorities to run, until all changes are in place and then review T&C, JE schemes and pension issues across the 'new/restructured' teams. The business case would need to be reviewed and ROI/savings reforecast as a result.
47. It is a concern that no percentage savings have been estimated and forecast, or if they have, none have been made available to staff. Where is the financially costed business case?
48. Whatever schemes are eventually adopted, a short term focus on ensuring costs via redundancy are minimised (which this certainly seems to be) risks future retention/recruitment at Chiltern (and probably South Bucks) being successful. The various conditions already available to CDC are part of what attract employees to work here, in addition to public service (given that this is an expensive region). Watering down the JE scheme, pensions provision and T&C's will exacerbate what is already a problem.

**B) Pension Augmentation:**

49. The statistics provided indicate that 50% of shire districts responded to LGG survey. The total survey had 46% representation across all LG authority types. This is not representative of a majority view.
50. Hence it is not clear what % of Districts like Chiltern are within the 4% that currently have augmentation. This is a small sample.
51. As discussed at the meeting today, 13 September, only 9% of organisations who responded are allowing augmentation on a discretionary basis. This is still a very small sample; again the breakdown at Shire District level is not clear.
52. If augmentation as it currently stands cannot remain in the future, whilst 88% are not undertaking augmentation, they/some may be following other processes or procedures in line with the regulations, hence are there other alternatives to discretionary augmentation, why are they not on the table for consideration? They should be.
53. CDC recognised union should be involved.

**C) JE schemes and T&C for new posts going forward:**

54. As pointed out by another staff member at today's discussion. It is not possible to make an informed decision (when consultation does occur) without knowing what the two schemes offer in terms of salary ranges against existing/established pay scales/grades.
55. I do not agree with undertaking harmonisation before the reviews of service areas etc. have taken place. Again it seems that this is being done in order to avoid/reduce the cost to the Council of potential redundancies.

**D) Reorganisation Policy:**

56. CDC recognised staff union only, should be involved.
57. It is not clear from this and the many other documents made available to staff whether this stage of the consultation process is about, **(1)** the principles of future formal

consultation on the proposed harmonisation of Terms and Conditions or **(2)** the details of the harmonisation process in terms of the most favourable terms and conditions to staff at Chiltern.

**(1) the principles of future formal consultation on the proposed harmonisation of Terms and Conditions**

58. If this stage of the consultation is about (1), the principles and criteria of the deciding how the harmonisation process will take place should have been outlined at this stage so that the views of staff can be fed into the formal consultation process. For example, will harmonisation seek to achieve the best Terms and Conditions for staff at Chiltern OR will it seek to choose the cheapest?

**(2) the details of the harmonisation process in terms of the most favourable terms and conditions to staff at Chiltern**

59. If this stage of the consultation is about (2), there is one Term and Condition not include in Appendix 3 document referred to above, namely the pay scheme. On the Chiltern intranet "Remuneration Policy" states,
60. "The Council has always supported the principle of National Conditions of Service providing a 'core' of conditions of employment, with national pay bargaining providing an annual pay award increase across a simple "spinal column" salary points structure. This should then be capable of local adaptation to suit local needs, especially local market forces."
61. I understand that South Bucks has a local remuneration policy?
62. The consultation is not clear on this with the only reference being to the different evaluation processes at the two Councils. There is no direct mention of harmonisation of the 'remuneration policies' unless this is implicit under the heading evaluation?
63. In terms of the details of harmonisation of T&Cs currently in existence at each Council, I have stated below which T&C I consider to be most beneficial with a commentary where appropriate.
64. At the outset I understand from speaking to staff at South Bucks (some of whom have worked at both Councils) that the seemingly more favourable T&Cs at Chiltern compensate for a lower basic salary for comparable jobs at South Bucks. Three examples are PRP, car cash and private health care. This has to be taken into account when deciding which T&C is most beneficial to Chiltern staff.
65. Without details of the grading of posts of both Council's it is not possible to make a true comparison between the T&Cs at both Council's

**Details of T&Cs**

66. Harmonisation of T&Cs should not be a 'race to the bottom'. It should apply the T&Cs from the both Council's that are most beneficial to staff, both financially and quality of the working environment. Staff at Chiltern are always being told that they are the most important asset to the Council. This should be shown by actions that support this.
67. It was interesting hear at your staff presentation on 13 September that current Phase 2 of the shared services process, which includes a review of T&Cs, should be '**cost neutral**'.

T&C	CDC or SBDC	Comment
Pay	i) <b>Remuneration policy</b> - not possible to comment. ii) <b>Increment</b> - CDC	i) <b>Remuneration policy</b> - No reference is made to the local pay scheme at SBDC and the National Conditions of Service at CDC. <b><u>This is a fundamental difference between the councils. Without further details of the two remuneration schemes it is not possible to comment.</u></b>  ii) At CDC opportunity to accelerate through grade. At CDC 4 additional increments plus some market based enhancements
Performance Related Pay	CDC	The removal of this incentive would severely damage working relationships with <b>existing</b> staff at CDC. It must be retained for all existing staff until they leave employment with CDC
Market Supplements	CDC	Should continue to be applied where required
Car Allowances	CDC	Car Cash appears to be more beneficial to staff at CDC. As no staff at CDC have opted for the 'Essential User scheme, the 'Car Cash' must be retained for all existing staff who currently receive it until they leave employment with CDC.
Holiday Entitlement	SBDC leave with CDC carry over of 5 days to be used by end of May.	SBDC offer more leave with smaller carry over amount and period of use
Hours of work	Neutral	SBDC has a shorter working week but longer office opening hours
Flexitime Scheme	iii) I) flexi form / clocking in & out - CDC iv) ii) start and finish time - CDC v) lunch time – CDC vi) flexi leave - SBDC	i) At CDC staff are trusted to complete flexi form and not abuse scheme. How would this affect staff who work at home – quite common in

		<p>ii) Planning? No details are given about SBDC. Ability to start at 7:30 at CDC welcomed</p> <p>iii) CDC more flexible particularly with lunchtime meetings / finishing work etc.</p> <p>iv) Not a personal issue but SBDC more flexible</p>
Sickness Absence	CDC	Less onerous on staff at CDC
Occupational Sick Pay	The same	
Professional Training	Appear to be the same	
Company Loans	CDC	Longer repayment period at CDC
Crèche Allowance	SBDC	CDC do not have such an allowance
Government Childcare Vouchers	The same	
Cycle Hire Scheme	SBDC	CDC do not have such a scheme
Private Healthcare Scheme	CDC	Says this was 'discontinued in 2005 at SBDC' but goes onto to say, 'We reimburse single cover' Should it be 'we reimbursed....'
Professional Fees and Subscriptions	The same	
Expenses and Subsistence Allowance	CDC?	Not possible to comment without more detail of allowances at SBDC
Eye Test and Glasses	SBDC	More flexible and financially beneficial
Home phone allowance	CDC	
Out of Hours Payments		It is assumed no staff at CDC take out of hours calls under this condition
Overtime and TOIL	CDC	More flexible at CDC as TOIL is given to part time staff who work more than their contracted hours to attend meetings etc
Relocation Expenses	CDC?	Without details of Grade 5 at SBDC and residency conditions it is not possible to make a fair comparison. The existence of an equity share scheme at CDC is beneficial
Maternity Pay	The same	
Paternity Pay	The same	

EAP	Parts of CDC and SBDC	24 hrs confidential counselling line available to all staff (SBDC) + face-to-face counselling support of up to 10 sessions (CDC).
Redundancy /Restructure	i) – see comment (I) ii) CDC	iii) Notice period to be whichever is the longest iv) Augmentation – subject of separate consultation
Membership of Trade Union	CDC	Recognition of UNISON and before that NALGO for collective agreement, consultation or representation, has long been part of the Chiltern culture. This should not be lost.
Pensions	i) LGPS – the same ii) augmentation	ii) Augmentation – subject of separate consultation
Other Benefits	<p>Other local benefits at Chiltern not included are:</p> <ul style="list-style-type: none"> <li>• Group Life insurance</li> <li>• Long service and retirement awards</li> <li>• Car parking on official business</li> <li>• Grievance procedure</li> <li>• Personal accident insurance</li> <li>• Practising certificates</li> <li>• Early and flexible retirement</li> </ul> <p>All should be retained for CDC staff.</p>	

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# CHILTERN BRANCH



*the public service union*

Chiltern Branch of UNISON  
Council Offices  
King George V Road  
Amersham  
Bucks  
HP6 5AW

Dear Mr Goodrum

## **Shared Services Consultation**

Thank you for allowing UNISON to comment on the consultation documents, however it is exceptionally unclear as to what is being consulted on, be it the future formal consultation, the criteria that will be used to harmonise terms and conditions, or detailed comments on individual terms & conditions, or possibly all of them. Indeed following a request for all staff comments and a UNISON hosted meeting, that is the overwhelming view of the employees as well.

However UNISON has received what it believes are pertinent comments which are summarised below:

- 1) Why is there a need to rush to harmonise contracts as whilst accepting there is increasing financial pressure a number of potential savings options have already been identified that could realise savings of approx £1m over the next 4 years meaning the budget gap is matched by potential savings. This money does not include any savings that may arise from phase 2 of the shared services project.
- 2) There are some concerns that the rush to harmonise CDC's terms and conditions with SBDC's will mean the Council who are apparently looking for savings, which UNISON believe are not actually required, then the Council choose the lowest common denominator. This will lead to staff feeling deflated, de-motivated and could lead to a worsening service delivery.
- 3) UNISON is exceedingly concerned that rather than having an overall look at terms and conditions for all staff, it is being done on a piecemeal basis with each service area review. We are extremely concerned that this will prove to be divisive. UNISON is also perturbed that some service area's may never be reviewed. This disjointed approach is unsettling, ill conceived and continues the uncertainty surrounding the first phase of the shared services project.
- 3) Looking at both the current Job Evaluation systems and comparing them with the NJC scheme there is no doubt neither of the current schemes are acceptable and therefore as the Heads of Services jobs used the NJC evaluation scheme it seems to UNISON it is fair and equitable for all staff to have their jobs evaluated using the same scheme.

## Appendix

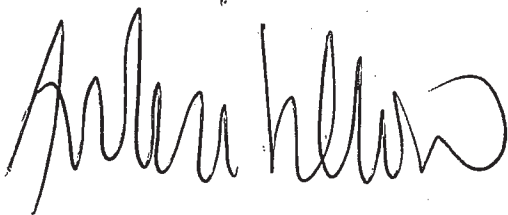
4) Members have consistently stressed the importance and need to invest in the Council's assets however this constant attack on staff's terms and conditions leads UNISON to believe that the council really do not care about the staff's hard work, dedication and good will.

5) No remuneration appears to be taken into account concerning the possible loss of local terms & conditions which seems to be inequitable considering that over the past couple of years staff have worked innovatively which has produced savings of approx half a million for each of the past 2 years. Again there appears to be a lack of understanding on behalf of the Council on how this has a detrimental affect on staff morale.

6) UNISON would wish to make the Council aware that there is huge staff resistance to any change in the augmentation policy as the feeling is once removed it would appear to make it a lot more likely that it will be easier to make staff redundant.

All of this means that UNISON is prepared to engage in constructive consultation and look forward to being actively engaged in the negotiating process.

Yours sincerely



Alan Whichelow

UNISON Chiltern LG Branch Chair



## SBDC

**From:** Tony Brown  
**Sent:** 14 September 2012 15:34  
**To:** Alan Goodrum  
**Subject:** FW: Updated - Feedback From Staff Reps: Initial Consultation  
Dear Alan

### Terms & Conditions, JE and Organisational Change

Further to our meeting on Monday, and recent discussion, I am now able to provide you with initial responses from staff, on the above issues. I gather these are by no means complete, particularly with regard to T's & C's simply because no specific proposals have to my knowledge been generated. I should be grateful if you could kindly present this letter with the attachments as the formal initial response from the Staff Representatives, in advance of the forthcoming JAIC meeting.

I think it fairly likely, certainly from my conversations with staff, that many of these responses are based upon a notion that our terms and conditions will be "watered-down" to the lowest common denominator; in other words crudely if one authority excludes a particular benefit, then it should be withdrawn.

Moving away from the more generic comments on T & C's, there is a very real concern from staff of having to compete alongside immediate colleagues for their existing roles. The tenor of the wording in the Organisational Change Policy, in particular at **clause 4.2** appears fairly decisive in the minds of many of our colleagues. This is also felt to be detrimental to staff, especially after what is perceived to have been a fairly smooth transition for the recently appointed senior management posts. Particular issues referred to us are:-

with senior management having less involvement with more day-to-day working issues, many complex tasks will have to be fulfilled by staff at departmental level, many of whom are already over-stretched,

linked to this, there is no clear mention of any likely reward for taking on additional work, which may well be of a far more complex nature than current post-holders are required to undertake at current job levels,

senior management, whilst having to undergo an interview process for the posts they now hold, and having been given 'at risk' letters were not in reality faced with an overburdening prospect of job loss and all those who applied have thankfully been appointed; the draft proposals suggest the remainder of the staff body are unlikely to have that level of security

those at senior management level have received a range of financial benefits for additional responsibilities and no one I think would necessarily balk at that - however, the inference with regard to the Job Evaluation process is that many of us below that level may indeed have to face our posts being down-graded, notwithstanding the comments in **(b)** above.

Some of my comments above may well be referred to elsewhere within these attachments. However, those I have high-lighted are clearly so fundamental to the general concern from colleagues that I believe they need to be emphasised separately rather than members of JAIC and Management having to possibly sift through reams of commentary tucked up elsewhere in separate attachments. I hope these will provide a useful barometer of the general tenor of staff concern as we embark on what I think must be the most extensive range of proposals probably since the 1974 re-organisation programme.

Please find attached:

**[Staff Comments Joint Structure Doc](#)**

**T's & C's SBDC Staff - Grid for Desired Staff Outcomes**

**Closer Working Doc**

Kind regards

Tony Brown

Staff Side Chair

**Anthony Brown**

**Principal Legal Executive  
South Bucks District Council**

**Capswood, Oxford Road**

**Denham UB9 4LH**

**Tel: 01895 - 837231**

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**Consultation on Review of Terms and Conditions, Proposed Organisational Change Policy, Pay Schemes and overall concerns on the progression of the Joint Working Journey**

**FAO: Joint Chief Executive - Alan Goodrum**

**Introduction**

1. This response has been compiled in consultation with SBDC staff. This is Staff Sides' initial feedback as requested prior to a more detailed proposal document being supplied. Please refer to the attached Terms and Conditions Grid which has been updated with an additional column highlighted in blue for our desired outcomes on the harmonisation of Ts & Cs. We wish to add, what ever terms and conditions are agreed they need to be completely fair and no reduction in salary should occur as a result. For Terms and Conditions to be fair, they need not necessarily be identical at both Councils.
2. At this time of significant change, staff are keen to work with MT and the JAIC. There exists an opportunity to be innovative in the approach rather than seeking to adopt what other similar Councils have undertaken to do. One size does not fit all. We believe SBDC staff (and those at CDC) are committed and driven to achieve the best for their residents and to this end it is at this delivery level of the Council where staff must feel valued and supported by management and members.
3. We note at the staff briefing on 12<sup>th</sup> September it was made clear that 'Terms and Conditions' would need to be harmonised; we would like to draw attention to the fact that this process was done for the recent Heads of Service, Directors and Joint Chief Executive posts and therefore a model should already be in place. If a workable model does exist then could we have sight of these conditions as a slide rule going forward?

**Immediate Concerns**

1. Staff were again disappointed that Management Team/Members of the JAIC have not presented a proposal document with some detail for consultation at this crucial stage. We refer to the short 'Terms and Conditions Review – Discussion Paper' which highlights that Members of both Councils support an open and transparent approach to a review of terms and conditions, however no mention of harmonisation or a review of terms and conditions was made until the circulation of briefing note 6 on 27<sup>th</sup> July 2012. Staff feel that this has been on the agenda from the outset and that stealth measures have been used. To serve as a reference point, a previous feedback document is attached titled 'Closer Working.' The pattern of stealth along this journey, is demonstrated in this feedback document at item 1. To note: 'staff are not encouraged by the way in which this issue has been handled. Most staff spoken to have expressed feelings of deflation, exhaustion and increased stress, worry and tension.' We are very disappointed that we do not seem to have moved on since that feedback was given and subsequently staff are still feeling under valued and not listened to and the above statement is as true today.

## Staff Reps SBDC Initial Feedback Sept 2012

2. Any change to our Ts & Cs are actually subject to *negotiation* not consultation – unless the loophole is used whereby jobs change by more than 30%, we have to apply for them and if we do they will be subject to new terms & conditions, PLUS pay redundancy if we choose not to apply as the old jobs would cease to exist. With this in mind we would appreciate some clarity as to which posts and in particular which service areas are to be subject to the intended service reviews. Is it the case that all existing staff terms and conditions are under review or just those roles considered to be joint posts?
3. Staff feel very strongly that these hugely sensitive issues have up to now not been handled appropriately and that sufficient information on the detail of what we are being consulted on has not been provided. Instead, we are being asked to put forward our desired options without knowing what is within our gift to request.
4. Following the last meeting of the JAIC 26<sup>th</sup> July, we feel there needs to be a slow down in pace to allow for a proper and meaningful consultation with staff bearing in mind the wide ranging areas that are being considered and much of which were not anticipated by staff in the short term. We note the record states staff will be fully consulted and papers will appear on respective Council intranets but we consider that as harsh and not a productive way to consult when forums for such work exist i.e. SBDC Staff Reps and CDC Union Side.

### **The way forward:**

We are in agreement with MT that the best way forward at this stage is to have a proper consulting mechanism which would benefit all sides. We envisage this would take the shape of face to face representations to the JAIC or Management Team or both on behalf of staff at SBDC and preferably with Union Representation.

We would still wish to establish a workable time frame going forward on what is a huge area of change.

**Tony Brown for and on behalf of the Staff Side**

**Staff Rep - Joint Staff Consultative Group.**

Pay	<p><b>CDC T&amp;Cs</b></p> <p>Paid on 20<sup>th</sup> month for whole calendar month.</p> <p>London Borough's Job Evaluation scheme</p> <p>Starting salary within the grade is dependent upon experience and qualifications. Increments are normally paid annually on 1st April (subject to satisfactory service) until the maximum of the scale is reached. However new entrants to local government appointed between 1st October and 31st March in any year will be entitled to an increment after six months service, (in subsequent years 1st April increments will apply). In addition Management Team has the authority to accelerate employees through the grade where this is warranted. Grades at Chiltern are extended by 4 additional increments and are also often linked down a grade, to enable the appointment of less qualified/experienced staff, who can be developed in to the role. Some posts may also have market-based enhancements</p>	<p><b>SBDC T&amp;Cs</b></p> <p>Paid on 15<sup>th</sup> Month</p> <p>Hay Job Evaluation Scheme</p> <p>Annual Review 1<sup>st</sup> April</p> <p>Annual increment increase on 1<sup>st</sup> April, ordinarily move up the salary grades until reach top of the grade there is the option for double increment in exceptional cases for outstanding performance and option to withhold the increment for poor performance.</p> <p>Starting salary within the grade is dependent on experience and qualifications.</p>	<p><b>DESIRED OUTCOMES SBDC STAFF</b></p> <ol style="list-style-type: none"> <li>Any redundancy packages should be identical to that of CDC staff, including notice periods, redundancy pay and additional pension augmentation.</li> <li>SBDC staff should get the same augmentation packages available to CDC staff in view of intended harmonisation.</li> <li>SBDC Staff wish to retain the Hay System as both job evaluation schemes are viewed as fair. In addition staff feel Outer London Weighting should be awarded to SBDC staff in line with CDC staff. It is not clear whether we are being asked to adopt one or the other of each current scheme but we would wish to keep the Hay system.</li> <li>We wish to retain the date of our monthly bank payments made on 15<sup>th</sup> of each month in line with staffs' associated monthly personal financial commitments that have been set up.</li> <li>We would appreciate a transparent and meaningful consultation process with regard to pay and suggest examples of levels of pay for comparable officers' roles at</li> </ol>

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
			<p>respective Councils are made available.</p> <ol style="list-style-type: none"> <li>6. What impact would a change of scheme have on staff? Could we be given examples and officer grades and roles.</li> <li>7. Salary protection should remain at 4 years or at the very least match that at CDC at a minimum of 3 years.</li> <li>8. We point out that there is no mention in this document of the Outer London Weighting currently received by CDC staff.</li> </ol>
Performance Related Pay	<p>Excellent- 6.5%-8% Very Good 4.5%-6% Good 2.5%-4% Satisfactory 0%-2% Barely satisfactory and unsatisfactory no payments and systems in place to support or deal with issues (Typically 4%) Performance pay for new starters removed by Chiltern Personnel Committee 4/7</p>	<p>Golf Staff get paid sales incentive for hitting sales targets</p>	<ol style="list-style-type: none"> <li>1. SBDC staff should also receive PR Pay or the equivalent pay, not connected to length of employment and reviewed as some managers harder to please than others.</li> <li>2. SBDC staff should not be disadvantaged by non inclusion in a PR Pay scheme.</li> </ol>
Market Supplements	<p>Market supplements are applied where there has been demonstrable difficulty in filling posts (typically 2 failed recruitment exercises) and/or where there is a national shortage. Currently these only apply to Building Control and some Revenues posts.</p>	<p>Considered on individual and team basis where specific issues have led to difficulties in recruitment and poor performance within service areas Currently phasing out market supplements in Building Control and Development Management. Managers currently receive up to</p>	



CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF																																			
	<p>£4000 per year, paid 6 monthly, dependant on achieving performance targets - will be phased out May 2013.</p> <p>Officers currently receive up to £2000 (pro rata for part timers), again paid 6 monthly and dependant on achieving performance targets - will be phased out May 2012.</p>																																				
<p>Essential car users employed by Chiltern District Council may choose one of the following car benefits: Car Cash + Car Cash mileage, or Essential User Lump Sum and Essential User Mileage under the National Conditions.</p> <p><b>CAR CASH</b></p> <ul style="list-style-type: none"> <li>• A monthly paid allowance based on the number of business miles travelled, calculated in bands of 500 miles.</li> <li>• The allowance is paid with salary and is subject to Income Tax and National Insurance deductions.</li> <li>• The amount of the allowance for each band is subject to annual review.</li> <li>• The allowance paid to each officer is also subject to review each financial year, based on the number of business miles claimed in the previous year. Changes determined by this review will be backdated to 1st April. The allowance may also be reviewed at other times if there is a change in an officers duties affecting his business travel.</li> <li>• Mileage is paid to officers in receipt of car cash to cover the cost of fuel only.</li> </ul> <table border="1" data-bbox="1278 1178 1422 1917"> <tr> <td colspan="2"><b>CAR CASH 2011/12 (to be increased from 1.4.12)</b></td> </tr> <tr> <td>C.E. + Directors</td> <td>£5388</td> </tr> <tr> <td>Head of Service</td> <td>£4488</td> </tr> <tr> <td>Principal Officer Grades Scp 48+</td> <td>£3912</td> </tr> </table>	<b>CAR CASH 2011/12 (to be increased from 1.4.12)</b>		C.E. + Directors	£5388	Head of Service	£4488	Principal Officer Grades Scp 48+	£3912	<table border="1" data-bbox="520 607 1131 1120"> <tr> <td></td> <td>451 - 999cc</td> <td>1000 - 1199cc</td> </tr> <tr> <td><u>Essential Users</u></td> <td></td> <td></td> </tr> <tr> <td>Lump sum per annum</td> <td>£795</td> <td>£906</td> </tr> <tr> <td>Additional Lump Sum Allowance</td> <td>£507</td> <td>£504</td> </tr> <tr> <td>Per mile first 8,500</td> <td>33.6p</td> <td>37.1p</td> </tr> <tr> <td>Per mile after 8,500</td> <td>11.7p</td> <td>12.2p</td> </tr> <tr> <td><u>Casual Users</u></td> <td></td> <td></td> </tr> <tr> <td>Per mile first 8,500</td> <td>42.9p</td> <td>45p</td> </tr> <tr> <td>Per mile after 8,500</td> <td>11.7p</td> <td>12.2p</td> </tr> </table> <p>In addition to an essential car user allowance three HofS have additional travel allowances, these are in place of being paid mileage for travel within the District and or County and range from £1323 to £2902 per annum.</p>		451 - 999cc	1000 - 1199cc	<u>Essential Users</u>			Lump sum per annum	£795	£906	Additional Lump Sum Allowance	£507	£504	Per mile first 8,500	33.6p	37.1p	Per mile after 8,500	11.7p	12.2p	<u>Casual Users</u>			Per mile first 8,500	42.9p	45p	Per mile after 8,500	11.7p	12.2p	<p>1. SBDC staff wish to move to the CDC Car allowance scheme like for like at the existing rates for essential and casual car users. Should be open to all staff that are permanent, especially if the council makes money on the scheme as everyone wins. Promote the scheme more to increase income</p> <p>2. SBDC car allowance has been static for many years therefore to move to the CDC one would be desirable.</p> <p>3. There is current unfairness in the car allowance available to SBDC staff and this is an opportunity to remove that unfairness - i.e. casual users at SBDC get the same mileage rate as essential users, therefore they get no contribution towards maintenance and the upkeep</p>
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<p><i>Car Allowances Continued</i></p>	<table border="1" data-bbox="193 1178 721 1917"> <thead> <tr> <th>Other Designated Essential Users under 3,000 miles</th> <th>Principal Officers and Essential Users under 3,000 miles</th> <th>£3072</th> </tr> </thead> <tbody> <tr><td>3001 - 3500</td><td></td><td>£3420</td></tr> <tr><td>3501 - 4000</td><td></td><td>£3696</td></tr> <tr><td>4001 - 4500</td><td></td><td>£3924</td></tr> <tr><td>4501 - 5000</td><td></td><td>£4200</td></tr> <tr><td>5001 - 5500</td><td></td><td>£4428</td></tr> <tr><td>5501 - 6000</td><td></td><td>£4716</td></tr> <tr><td>6001 - 6500</td><td></td><td>£4932</td></tr> <tr><td>6501 - 7000</td><td></td><td>£5196</td></tr> <tr><td>7001 - 7500</td><td></td><td>£5436</td></tr> <tr><td>7501 - 8000</td><td></td><td>£5700</td></tr> <tr><td>8001 - 8500</td><td></td><td>£5928</td></tr> <tr><td>8501+</td><td></td><td>£6180</td></tr> </tbody> </table> <p data-bbox="759 1290 788 1917"><b>CAR CASH ESSENTIAL USER RATE - FUEL ONLY</b></p> <table border="1" data-bbox="831 1229 1129 1917"> <thead> <tr> <th>Engine Size</th> <th>Petro l</th> <th>Diese l</th> <th>LP G</th> </tr> </thead> <tbody> <tr><td>1400cc or less</td><td>21p</td><td>-</td><td>15p</td></tr> <tr><td>1401cc or greater</td><td>25p</td><td>-</td><td>18p</td></tr> <tr><td>1600cc or less (new band 1.9.11)</td><td>-</td><td>17p</td><td>-</td></tr> <tr><td>1600cc or greater</td><td>-</td><td>21p</td><td>18p</td></tr> </tbody> </table> <p data-bbox="1168 1173 1235 1917">The car cash essential user rates are based on the HMRC advisory rates with a local uplifted adjustment.</p> <p data-bbox="1273 1144 1337 1917"><b>ESSENTIAL USER LUMP SUM + Essential User mileage rates in the National Conditions</b></p> <ul data-bbox="1378 1144 1445 1917" style="list-style-type: none"> <li>Officers receive a lump sum payment based on the engine size of their car as agreed by the National Joint</li> </ul>	Other Designated Essential Users under 3,000 miles	Principal Officers and Essential Users under 3,000 miles	£3072	3001 - 3500		£3420	3501 - 4000		£3696	4001 - 4500		£3924	4501 - 5000		£4200	5001 - 5500		£4428	5501 - 6000		£4716	6001 - 6500		£4932	6501 - 7000		£5196	7001 - 7500		£5436	7501 - 8000		£5700	8001 - 8500		£5928	8501+		£6180	Engine Size	Petro l	Diese l	LP G	1400cc or less	21p	-	15p	1401cc or greater	25p	-	18p	1600cc or less (new band 1.9.11)	-	17p	-	1600cc or greater	-	21p	18p		<p>of their vehicles. An analysis of mileage conducted by HR shows many casual users do more miles than some essential users. The report can be made available on request.</p> <p>4. If Car user allowances were reduced/lost. A significant number of staff would need to consider their posts as it would effectively be a pay drop.</p>
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<p><i>Car Allowances Continued</i></p>	<p>Council. Although the lump sum paid is less than the car cash allowance, the rate paid for business mileage claimed is at a higher rate than the fuel only rate. As no staff member has chosen this option the rates have not been included here.</p> <ul style="list-style-type: none"> <li>The payment is made monthly with salary, and is subject to National Insurance deductions.</li> <li>The lump sum is classed as a taxable benefit to the officer, and his Income Tax code will be adjusted accordingly as advised by the Inland Revenue.</li> </ul> <p><b>CASUAL MILEAGE RATE</b> Casual User Rates as per national conditions which are currently:</p> <table border="1" data-bbox="930 1272 1246 1915"> <thead> <tr> <th>from 6th April 2011</th> <th>First 10,000 business miles in the tax year</th> <th>Each business mile over 10,000 in the tax year</th> </tr> </thead> <tbody> <tr> <td>Cars and vans</td> <td>45p</td> <td>25p</td> </tr> <tr> <td>Motorcycles</td> <td>24p</td> <td>24p</td> </tr> <tr> <td>Bicycles</td> <td>20p</td> <td>20p</td> </tr> </tbody> </table>	from 6th April 2011	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year	Cars and vans	45p	25p	Motorcycles	24p	24p	Bicycles	20p	20p		
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<p>Holiday Entitlement</p>	<p>The leave year is from 1st April to 31st March for all service areas. In a full year employees are entitled to 10 days statutory and local holidays, 2 of which may be taken with annual leave. (This is reduced proportionately for part-time staff). Leave is calculated on the basis of a</p>	<p>23 days 1-5 years 28 days after 5 years 2 Extra Statutory Days (to be taken during Christmas Shutdown along</p>	<p>1. SBDC staff wish to retain the current AL entitlement. 2. SBDC employees that are within a 12 months of reaching their 5 year period of service</p>												

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF															
<p><i>Holiday Entitlement Continued</i></p>	<p>37 hour week, on a 5 day, 7.4 hours per day pattern. Where the working hours, number of days per week or working pattern differs from this, an individual calculation will be made on a proportionate basis. NB - Management reserves the right to fix the timing of these two days, to suit operational needs.</p> <table border="1" data-bbox="432 1131 917 1915"> <thead> <tr> <th>Service</th> <th>Grades 1-4</th> <th>Grades 5 and above (min pt 22)</th> </tr> </thead> <tbody> <tr> <td>*Under 5 years service</td> <td>21</td> <td>22</td> </tr> <tr> <td>At least 5 years but less than 10 years</td> <td>25</td> <td>25</td> </tr> <tr> <td>At least 10 years but less than 20 years (as at previous 31st March)</td> <td>26</td> <td>26</td> </tr> <tr> <td>20 years + (as at previous 31st March)</td> <td>27</td> <td>27</td> </tr> </tbody> </table> <p><i>*Additional leave, pro rata to service in the leave year anniversary of appointment falls, should be granted.</i></p> <p>Carry forwards into April/May at the Director's discretion.</p>	Service	Grades 1-4	Grades 5 and above (min pt 22)	*Under 5 years service	21	22	At least 5 years but less than 10 years	25	25	At least 10 years but less than 20 years (as at previous 31st March)	26	26	20 years + (as at previous 31st March)	27	27	<p>with one days annual leave)</p> <p>Carry up to 3 days over and use within 6 weeks</p> <p>Holiday year is staggered in Service Directorate and depends on start date, other directorates holiday year starts in April</p> <p>Annual leave and statutory holidays are pro-rated for part-timers</p>	<p>should be ring fenced from any changes so that they still obtain their extra annual leave entitlement</p> <ol style="list-style-type: none"> <li>3. Staff wish to also retain the present Christmas shut down arrangements.</li> <li>4. Suggest that under the interest of equality lower grade staff should have the same AL entitlement as senior staff.</li> <li>5. Holiday entitlement should be the same regardless of grade. It is improper that senior grades receive 31 days.</li> <li>6. If days are lost staff would expect to get pay increase for the extra days to be worked</li> </ol>
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<p>Hours of work</p>	<p>37 hours per week for all employees.</p> <p>Office opening hours are 9.00 a.m. - 5.00 p.m. Monday to Thursday and 9.00 a.m. to 4.30 p.m. on Friday.</p> <p>Rotas for CEOs</p> <p>Unsocial hours working in ICT</p> <p>Individual staff on annualised hours</p> <p>Seasonal working at the Crematorium</p>	<p>Contracted hours 36.5</p> <p>Hours of work Mon - Wed 9-5.30, Thur - Fri 9-5</p> <p>Cover required during office hours</p> <p>Green Keepers contracted hours 39</p> <p>Golf Shop Staff contracted hours 40</p> <p>Car Park Attendants contracted hours 37</p>	<ol style="list-style-type: none"> <li>1. Staff wish to retain current working hours</li> <li>2. Staff wish to retain current opening hours</li> <li>3. We would like to clarify what the difference is between CDC lunch break arrangements compared to ours before commenting on that.</li> <li>4. 30 mins doesn't sound like much difference each week,</li> </ol>															

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
Flexitime Scheme	<p>Staff complete a spreadsheet, no clocking in/out.            Core times are 10.00 a.m. - 12.00 noon + 2.30 p.m. - 4.00 p.m.            13 days flexi per year, may take up to 1 day every 4 week period</p>	<p>Clock in and out            Core time 10am - 12pm and 2pm - 4pm            13 days flex per year            May take up to 2 days every 4 weeks            Staff are asked to make appts for Doctors, Dentist, Hospital where possible outside of core time, where not possible this time is reimbursed.</p>	<p>but it would be a 26 hour a year increase, so would be a pay drop if salary not increased as a result of additional time expected to work</p> <p>1. Given the extensive consultation that has already taken place around SBDC flexible working hours we strongly oppose re visiting this topic and seek to retain our current arrangements. This subject has caused immense upset to staff over the last few years and to start the process again would be very damaging to staff morale which has already significantly dipped.</p>
Sickness Absence	<p>Complete a self certification form for 4 - 7 days            Medical certificate required for over 7 days            Absence management policy in place.</p>	<p>Complete a self certificate from first day            Return to work interview for all sickness            Medical certificate for 8 or more days            Have triggers set to manage sickness absence</p>	<p>1. We are broadly happy with current arrangements but seek to clarify if CDC staff are on similar terms with us i.e. 6 months full pay and then half pay up to 12 months depending on length of service in the event of a long term absence.</p>
Occupational Sick Pay	<p>In accordance with National Conditions of Service</p>	<p>Same as Chiltern</p>	

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
Professional Training	<p>We fund a wide range of qualification and other work related training.</p> <p>It is a condition of the Chiltern District Council Scheme that if an Officer leaves the Council less than two years after completion of approved post-entry training or during approved post-entry training the council are entitled to reclaim expenses paid under the scheme in accordance with the following scale: Up to one year - 100%, More than one year but less than two years - 50%. NB. This applies even if the new employer is also a Local Authority.</p>	<p>SBDC sponsor some staff to obtain qualifications, this requires payback of 100% if the employee leaves within 1 year of completing the training and 50% if leave within 2 years</p>	<p>Professional Training should be available for all staff at both Councils and should be funded. This is not currently available to SBDC staff so therefore is unfair.</p>
Company Loans	<p>Car loans are available to the following staff:</p> <ul style="list-style-type: none"> <li>a) Officers in receipt of authorised car user allowance (lump sum, essential or authorised casual).</li> <li>b) Members of staff regularly required to attend evening meetings of the council and its Committees.</li> <li>c) Employees who either work on a shift rota or on a standby system.</li> <li>d) Any amendments to the above to be decided by Management Team based on the merits of the case.</li> </ul> <p>Maximum loan up to £15,000 Maximum repayment for a new car is 5 years</p>	<p>Offer car loan scheme Maximum loan up to £15,000* Maximum repayment period 4 years* *subject to certain conditions</p>	
Crèche Allowance	<p>Not applicable</p>	<p>Crèche allowance for registered childcare is paid to staff that joined the Council prior to 1<sup>st</sup> April 2011 and have children under school age. The allowance is the lower of 50% of the actual weekly fees or £18.58 per day, per child. This allowance is subject to normal tax and National Insurance deductions. The allowance is repayable if an employee leaves the</p>	<p>1. SBDC staff wish to retain the current crèche allowance for those existing staff who are already receiving it, having made their work life balance choices around this benefit. Any reduction in this benefit would result in some female staff members having to give up work completely.</p>

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF																																						
		<p>Council's service voluntarily within 2 years of commencing employment with the Council, and 50% in the third year.</p> <p>From 1<sup>st</sup> April 2011 staff claiming the Crèche allowance have to take part of their payment as Government Childcare Vouchers. The total childcare allowance is the same.</p>	<p>2. We request an equality impact assessment be carried out should any change be planned.</p> <p>3. We are happy to provide anonymous staff case studies to demonstrate how devastating a change to this benefit would be to those working families currently in receipt.</p>																																						
Government Childcare Vouchers	<p>Available to all staff.</p> <p>The Council has an arrangement with Computershare Voucher Services.</p> <p>NB. This is our only salary sacrifice scheme.</p>	Available to all staff	<p>1. Staff wish to retain the childcare vouchers for the reasons stated above.</p>																																						
Cycle Hire Scheme	Not applicable	Available to all staff																																							
Private Healthcare Scheme	<p>Available to all employees of Senior Officer grade and above. The Council's healthcare provider is Aviva and the intermediary is PMI. The Council pays for single cover and additional cover and benefits are at the employee's own cost.</p> <table border="1" data-bbox="1121 1227 1426 1917"> <thead> <tr> <th colspan="2">SOLUTIONS SCHEME - AVIVA HEALTH UK LTD</th> </tr> <tr> <th>Status</th> <th>Per annum</th> </tr> </thead> <tbody> <tr> <td>Single</td> <td>(£340.66) Council paid</td> </tr> <tr> <td>Married (including partners)</td> <td>£340.66</td> </tr> <tr> <td>Family</td> <td>£510.99</td> </tr> </tbody> </table>	SOLUTIONS SCHEME - AVIVA HEALTH UK LTD		Status	Per annum	Single	(£340.66) Council paid	Married (including partners)	£340.66	Family	£510.99	<p>This was discontinued in 2005 and was only available to staff above grade 10. We reimburse single cover, additional cover is at employee's cost. Rates payable are:</p> <table border="1" data-bbox="1121 629 1458 1122"> <thead> <tr> <th>Age</th> <th>Single parent family</th> <th>Couple Family</th> <th>Single</th> </tr> </thead> <tbody> <tr> <td>16-29</td> <td>£401.19</td> <td>£802.38</td> <td>£682.03</td> </tr> <tr> <td>30-39</td> <td>£434.13</td> <td>£868.27</td> <td>£738.03</td> </tr> <tr> <td>40-49</td> <td>£605.98</td> <td>£1,211.96</td> <td>£1,030.17</td> </tr> <tr> <td>50-59</td> <td>£879.46</td> <td>£1,758.92</td> <td>£1,495.09</td> </tr> <tr> <td>60-64</td> <td>£1,353.79</td> <td>£2,707.58</td> <td>£2,301.44</td> </tr> <tr> <td></td> <td></td> <td></td> <td>£3,384.47</td> </tr> </tbody> </table>	Age	Single parent family	Couple Family	Single	16-29	£401.19	£802.38	£682.03	30-39	£434.13	£868.27	£738.03	40-49	£605.98	£1,211.96	£1,030.17	50-59	£879.46	£1,758.92	£1,495.09	60-64	£1,353.79	£2,707.58	£2,301.44				£3,384.47	<p>1. Staff at SBDC would welcome inclusion in the current CDC healthcare scheme.</p>
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Single Parent	£170.33										
Over 65	£681.32										
Travel Option	£47.93										
Dental/Optical Option	£63.60										
Professional Fees and Subscriptions	Same as SBDC	1 reimbursed where appropriate for their employment.									
Expenses and Subsistence Allowance	<p>National rates/actual, reasonable expenses with prior approval e.g. hotel expenses.</p> <p><b>Rates from 1.4.11</b></p> <p><b>Subsistence Allowances</b></p> <p>Breakfast £6.95 Lunch £9.59 Tea £3.81</p> <p><b>Evening meal £11.86</b></p> <p><b>Out of pocket Expenses</b></p> <p>per night £5.00 Maximum Limit per week £20.00 Maximum Limit</p>	<p>Expenses are paid for mileage, rail, bus, taxi and car park. Reasonable expenses with prior approval e.g. hotel expenses. Subsistence Allowances, same as national and Chiltern</p>									
Eye Test and Glasses	<p>The Council has an agreement with Specsavers. DSE users book an eye test with any branch and before they go, collect a voucher (from Personnel) as payment. The voucher entitles them to an eye test worth £17.50 (every 2 years) plus if it is identified that glasses are required solely for DSE use, they can select a pair from the £45 range or have a £45 contribution towards another range.</p>	Offer reimbursement of eye tests for computer users up to £17.50 every two years + cost of glasses if for VDU use to max of £150 where a new prescription has been issued.	Staff wish to retain the current level of reimbursement i.e. up to £150 and £17.50 for eye tests.								
Home phone allowance	Some posts (mainly in ICT) carry a 100% or a 50% telephone allowance.	£120 per annum where applicable to the person's post and/or working									



	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
	<p>The Council pays the cost of initial installation (where necessary) of a basic telephone at the home address, the rental and the cost of official calls made. This is currently £163.20 per annum (100%).</p> <p>Not applicable</p>	<p>arrangements</p> <p>A few staff are paid to take out of hours calls. The person on rota gets paid £15 per unit. Units are charged, 1X Mon - Fri, 2x Sat - Sun, 4x Bank holidays and 6x Christmas Eve, Christmas Day, Boxing Day and New Year Eve.</p>	<p>1. SBDC staff wish to retain current arrangements and would encourage CDC to follow suit. There have been times i.e. when the floods have occurred that it would have been useful for CDC staff to be available out of hours too. We see this as a service to the public as well as terms and conditions of work.</p>
Out of Hours Payments			
Overtime and TOIL	<p>National Conditions but with Management Team discretion to pay individuals above the normal grade limit for overtime payments.</p> <p>Directors and Heads of Service who are regularly required to attend evening meetings are allowed reasonable compensatory time-off in lieu, subject to the exigencies of the service, or payments at a flat rate per meeting. This is currently £38.32 per meeting, and is reviewed annually.</p> <p>For other officers attending evening meetings the following allowances apply: Overtime will be paid as follows:-</p> <p>a) for meetings starting at 6.00 p.m.</p> <p>i) If the Officer continues to work up to 5.30 p.m., payment from 5.30 p.m.</p> <p>ii) If the Officer leaves the office at 4.30 p.m., payment from 6.00 p.m.,</p>	<p>Staff are recompensed for working anti-social hours with Overtime or Toil.</p> <p>Overtime is paid to those below Grade 6 and above grade 6 with chief officer prior agreement.</p> <p>Overtime is paid at time and a half for outside of normal working days hours and Saturday and double time for Sunday and Bank Holiday.</p> <p>Toil is only at time.</p> <p>It is normal to take toil for evening meetings after 7pm. Before 7pm is flex.</p>	<p>1. SBDC staff wish to be able to claim overtime from 5.30 pm for evening meetings in line with CDC staff.</p> <p>2. It would be helpful to know what officer grades are related to the mentioned breakdown of out of hours work.</p> <p>3. SBDC staff would like to take toil for evening meetings starting before 7 pm in line with CDC staff</p>
Overtime			

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
<i>and TOIL continued</i>	<p>b) for meetings starting at 6.30 p.m.</p> <p>i) If the Officer continues to work up to 5.30 p.m., and does not go home, payment from 6.00 p.m.</p> <p>ii) If the Officer leaves the office at 5.00 p.m., payment from 6.30 p.m.</p> <p>c) for meetings starting at 7.30 p.m., payment from 7.30 p.m.</p> <p>(NB Payment for hours up to 7.00 p.m. is at plain time).</p>		
Relocation Expenses	<p>The terms of this scheme will apply to persons appointed to posts which had been nationally advertised, and who had been resident outside the Chiltern District, who as a result of taking up their appointment need to move house. Claims made under the terms of the scheme will not exceed the HMRC maximum figure, currently £8000, of which not more than £500 may relate to incidental expenses.</p> <p>Should an employee to whom any of these allowances are paid leave the employment of the Chiltern District Council, he or she will be liable to reimburse the Council with such monies as have been paid under this scheme, according to the following system:</p> <p>Employee leaving up to and including 24 months - 100% reimbursement</p> <p>Employee leaving after 24 months and up to and including 30 months-50% Employee leaving after 30 months and up to and including 36 months - 25%</p> <p>Employee leaving after 36 months - NIL</p> <p><b>The Council also has an Equity Share Scheme</b></p> <p>For eligible existing and new members of staff who are first time buyers or eligible new members of staff who</p>	<p>For certain posts above grade 5 a relocation allowance is offered, subject to individual circumstances and the available budget. Payments can include removal expenses - 100%, lodging allowance of £110 per week for a max of 6 months whilst maintaining a home in previous area of employment, travelling allowance in lieu of lodging allowance based on actual weekly mileage up to £110 per week, travelling allowance whilst in lodgings of one standard rail fare in 4 weeks, purchasing/selling property allowance, settling in allowance, mortgage subsidy allowance.</p>	

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
	<p>need to sell an existing property in order to take up their appointment. The scheme will help them acquire an equivalent property locally.</p> <p>The Council's contribution will not exceed £80,000 or 50% of the purchase price, whichever is the lower.</p>		
Maternity Pay	National Conditions of Service As SBDC	6 weeks at 90% 12 weeks at 50% plus SMP 21 weeks at SMP then no pay up to 12 months	
Paternity Pay	National Conditions of Service As SBDC	1 week full pay 1 week statutory pay Paternity leave can be taken anytime within 8 weeks of the birth of the baby.	
EAP	As part of its approach to helping ensure the health and safety of employees, the Council will provide access to face-to-face counselling support of up to 10 sessions. Referrals will be made via the Head of Personnel + Performance.	EAP - 24 hrs confidential counselling line available to all staff Face-to-face counselling support available up to 4 sessions initially. Referral by Policy and HR Mgr.	
Redundancy /Restructure	Redundancy pay is calculated according to the statutory scale of compensation to a max of 20 years service using actual salary.  Notice period is contractual entitlement linked to length of service. Augmentation of pension service for redundancy situations	Redundancy pay is calculated according to the statutory scale of compensation to a max of 20 years service using actual salary  12 weeks notice period	

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
<p>Membership of Trade Union</p>	<p>Recognises those trade unions with are part of the National Joint Council. Locally Unison acts as “staff side” for consultative processes for all staff.</p>	<p>Recognise the right of all staff to belong to a trade union  If you are a union member you have the right to be accompanied by a union representative at any grievance or disciplinary meeting  Do not have a formal written agreement with the Union and do not recognise a trade union for the purpose of collective agreement, consultation or representation</p>	<ol style="list-style-type: none"> <li>1. SBDC staff are currently at a disadvantage, we request recognition of the trade union for the purposes of collective agreement, consultation and negotiation in this hugely significant time of change.</li> <li>2. Staff Reps at SBDC are a consultative group and are given no facility time to undertake the duties of staff representation and do so in addition to their normal duties with the exception of attendance at the JSCG meetings prior to the Personnel Committee .</li> <li>3. Staff Reps at SBDC receive no formal training.</li> </ol>
<p>Pensions  <i>Pensions Continued</i></p>	<p>As now required, all staff are enrolled onto LGPS on joining unless an opt out form is received.  The Council has a discretion policy to augment service</p>	<p>On joining SBDC all are enrolled onto LGPS unless an opt out form is received.  This Council will not normally give consent for employees to draw benefits before age 60, with the exception of ill-health retirement or early retirement as a result of redundancy. In cases of redundancy, those over the age of 55 will be entitled to take their pension,</p>	<ol style="list-style-type: none"> <li>1. The Same discretionary policy should apply to SBDC staff i.e. augmentation and additional benefits currently paid to CDC staff.</li> </ol>

	CDC T&Cs	SBDC T&Cs	DESIRED OUTCOMES SBDC STAFF
Other Benefits	A wide range of benefits are available to staff including: Concessions for using the Leisure Centres and corporate gym membership; Free parking; Life Assurance Scheme; etc	without any reductions. It is not the usual policy of this Council to enhance these retirement benefits, however each case will be considered on its merits.  Other benefits include concessions at leisure centres and free parking	<ol style="list-style-type: none"> <li>1. The same other benefits should apply to SBDC staff.</li> <li>2. Can staff be supplied any differences to terms and conditions as contained in this table relating to the new joint posts which are not included herein.</li> </ol>

*The above details are an extract and all references to CE's, Directors and HOS refer to arrangements prior to recent joint appointments.*

29/7/2012

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Draft of September 2012

## **ORGANISATIONAL CHANGE POLICY SOUTH BUCKS AND CHILTERN COUNCILS**

### **1. Principles**

1.1 To ensure on-going efficiency and value for money, both Councils need to remain flexible and responsive to changing national and local priorities and customer needs. They must also make the most efficient use of all resources and as such it is likely that organisational change will be required. The Councils will seek to minimise the effects of any organisational change through the application of fair and equitable procedures.

1.2 Both Councils are committed to the principle of working in partnership with employees and Staff Side in managing organisational change and will seek to achieve changes through appropriate involvement and consultation. Any final decisions will however remain with each Council.

1.3 The Councils will ensure compliance with all related aspects of employment law and will also offer all reasonable support where jobs change or disappear, or alternative employment can be considered.

1.4 Compulsory redundancies will be considered as a last resort, and where all other available options have been explored.

### **2. Minimising the Risk of Redundancies**

2.1 The Councils will consider all realistic alternatives to redundancies, and will consult with staff about these where appropriate. This might include:

- reducing or eliminating overtime
- reducing or eliminating employee allowances
- restricting or freezing recruitment
- TUPE transfers
- reducing expenditure in other ways (or increasing income) wherever possible
- reducing hours
- considering retraining and/or redeployment
- consider flexible retirement options

### **3. Scope**

3.1 This policy will apply to all South Bucks Council employees and all Chiltern District Council employees, and will apply whenever organisational change is necessary. This policy will not apply to third party or partner organisations where employees are not employed directly by either Council.

## 4. ORGANISATIONAL RESTRUCTURING

4.1 There are two stages to any restructure:

- (i) The management approval process for any organisational change and restructure
- (ii) The implementation process once approval has been gained.

### 4.2 Stage 1 – Approval Process

4.2.1 In order to gain approval for any restructure, and prior to any implementation the following stages should be followed:

4.2.2 Prior to any business case being written, the Head of Service should discuss their proposals with their Director. The business case which must consider the following areas:

- the reason for the proposed changes and the outcomes required
- the likely number of posts affected and in what way
- a financial assessment of the potential redundancy and pension costs
- an equalities impact assessment
- the lead officers for any selection and consultation
- the extent of consultation to date and future timetable
- the target implementation date

4.2.3 The business case should also include a draft revised structure, draft person specifications, job descriptions and where appropriate job description questionnaires. Any new posts will be subject to job evaluation and any posts that have been deemed to have had any changes will possibly be subject to job evaluation. When the business case is submitted consideration should be made as to whether job evaluation is required by those agreeing the business case.

### 4.3 Stage 2 - Consultation

4.3.1 The purpose of consultation is to provide as early an opportunity as practicable for all concerned to engage in the changes and explore the options.

#### 4.4 Informal Consultation

All consultation should be carried out by the Head of Service, in conjunction with HR/personnel and the staff side (SBDC) Unison (CDC). The first stage of consultation will outline the change proposed to all affected staff as outlined in the business case and should be carried out on a face to face basis. This consultation stage will be used to consider further options that may not have been considered to deliver the services and savings required.

#### 4.5 Formal Consultation



- 4.5.1 In order to commence formal consultation a consultation document should be completed by the Head of Service for issuing to staff. This document reflects the business case, objectives of the change and takes into account any issues raised at the informal consultation stage. A mixture of consultation processes should be used at this stage, including dedicated email addresses and FAQ intranet pages, cascade of hard copy information, individual and group workshop sessions at relevant locations, and external support and advice where appropriate. Any questions and comments put forward as part of the consultation process should be logged and responses sent as soon as possible after the end of the agreed consultation period.
- 4.5.2 Unison/staff side will be invited to be involved in all stages of the formal consultation process.
- 4.5.3 The length and processes involved in each stage of consultation will depend on the complexity of the proposed change and the number of staff involved, although a minimum of xxxxxweeks must be allowed for this stage of consultation. Timescales should be agreed and made clear within the consultation document and should take into account any peak periods in terms of workloads and holidays as well as staff that may not be at work during any consultation.

#### 4.6 Second Formal Consultation (if required)

A second formal consultation process will be used where there are significant changes or outstanding issues once the initial formal consultation has been completed. This second stage will include the same stages as above but be based on proposals updated following the first consultation.

#### 4.7 Stage Three - Final approval

Any final comments from the previous stage should be included in a final business case and structure (and should include job descriptions, person specifications and gradings where appropriate). At the end of this consultation period, approval from the appropriate Council committees will be sought (to be determined)

#### 4.8 Stage 4 - Implementation

Once final approval of the business case is in place then implementation can commence. The agreed implementation plan should be used to ensure timescales and tasks are undertaken as agreed. The following stages of the process should be considered although not all will be applicable.

##### 4.8.1 Consideration of 'at risk' process

The post(s) affected by any change process will be clearly identified and staff placed 'at risk'. All attempts will be made to find a suitable alternative post within the organisations, and consideration may be given to employment at either Council if this is deemed a suitable alternative. The Human

Resources/Personnel Team will issue letters to staff placed 'at risk' informing them of their personal situation and the process that will follow.

#### 4.8.2 Consideration of invitation for voluntary redundancy and/or early retirement

The Councils need to ensure it maintains skills needed for future delivery whilst recognising that some employees may wish to express an interest in voluntary redundancy and/or early retirement. This option will only be used in areas where work has diminished or no longer exists and those circumstances require the numbers of posts in an area of Council activity to be reduced. Voluntary redundancy will be offered on a case by case basis and agreement to consider this option will be sought from the senior management team during the business case stage.

It will not apply in cases where a temporary secondment is arranged e.g. to take account of fluctuating workloads. It will not normally be used where an employee is being considered for redeployment on health grounds (i.e. medical redeployment) or where action is being taken on the grounds of capability or in cases where the employees themselves request a transfer.

### 5 Redundancy Payments, Pensions and flexible retirement

5.1 Both Councils have agreed policies in relation to flexible retirement and severance payments for employee's whose employment is ended on grounds of redundancy.

### 6 Application Process

To be added once the pensions issues are agreed.

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### 7 Decisions

To be added once pensions issues are agreed.

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### 8 Appointments to new posts within a restructure

8.1 Wherever permanent employees are displaced by a restructuring process the first stage of the appointment process will generally involve an assimilation and/or ring-fenced recruitment exercise internally. This may not apply at very senior levels or in specialist posts, for example some shared posts, where the Council believes it is appropriate to test the external market to ensure the best possible candidate for the post is found.

8.2 Where **assimilation** is used, the affected employee(s) will be asked to complete a matching exercise to demonstrate that the duties of their current post, along with the skills and experience required to carry out that post, are substantively the same as the new post (minimum of 50%) and be within one grade. In this case the appointment will be made without need for further process. The assimilation exercise will be undertaken by the relevant line manager and the HR team in discussion with the employee. If assimilation is agreed the employee will be issued with a new letter and their new job description.

8.3 The extent of the **ring-fence** and the process followed will be adjusted according to the number of people affected but, in general, all those affected will be asked to outline how their skills/competencies/experience matches the post(s) in the new structure. All candidates will be interviewed in accordance with agreed Council selection procedures.

8.4 Where appropriate, employees will be appointed on a trial period and with a training plan to ensure their suitability for the new post. This will normally last for 4 weeks but may be extended by agreement to reflect the amount of training needed or the complexity of the job.

8.5 If there are no internal applicants to the new post or none of the ring-fenced employees are suitable, normal recruitment procedures will apply.

## 9 Redeployment

9.1 Where displaced employees are not placed in new posts as part of a ring-fenced recruitment process or assimilation process, or where their post has ceased to exist and there are no alternatives, attempts will be made to redeploy an employee to a suitable alternative post within the organisation.

9.2 Both Councils are committed to:

- protect, for a set period of time, the salaries of employees who are affected. To be determined or leave as 3 years SBDC and 4 years CDC for existing employees with a new policy for new employees.
- providing appropriate and effective retraining for employees selected for redundancy to facilitate their redeployment, and minimise disruption.

9.3 Employees will not be redeployed to higher graded vacancies but may apply in a competitive process.

## 10. Vacancies and Trial Periods

10.1 During the period when redeployment opportunities are being examined, no vacancy shall be advertised or filled without management team approval. Any possible redeployees will also be identified at this stage

10.2 Any employees who have been selected for redundancy may apply for any vacant post and will, wherever appropriate, be offered an interview. It will be up to the Head of the appropriate service, in consultation with the HR to decide whether it is appropriate to offer an interview. Whilst the selection process will be competitive and there can be no guarantees of success, no external candidates will be invited to apply until the case of all employees selected for redundancy has been considered.

10.3 Employees being redeployed are entitled to a 4 week trial period in an alternative post. This trial period may be extended in exceptional circumstances i.e. where additional training has been identified. However the trial period will not last any longer than 12 weeks.

10.4 Before the start of the trial period (i.e. the date of commencement of employment in the new post), an appropriate training programme for the employee must be drawn up and agreed by both the employee and his/her new Head of Service. Such a training programme could include a mix of coaching, on-the-job training and external courses or seminars as appropriate. Appropriate work objectives should be agreed between the redeployee and his/her manager.

10.5 During the trial period, the redeployed employee's manager must ensure that progress is monitored and reviewed on a regular basis. Regular meetings should take place between the line manager and employee, during which progress must be reviewed and feedback given. Notes of the individual's progress should be kept, including reference to any problems encountered and the action taken to resolve them. After each such meeting, both Human Resources and the individual employee should be given a copy of these notes. Towards the end of the trial period the line manager should hold a final review meeting with the employee. A decision will then be made as to whether the redeployee should be appointed permanently to the post. This decision will be taken by the appropriate Head of Service in conjunction with Human Resources./personnel

10.6 If the employee is to be appointed, an appropriate offer of permanent redeployment will be issued. If the employee is not to be appointed, discussions will take place between the employee and line manager or Personnel regarding other options. If all other options are exhausted, the employee's employment will be terminated on grounds of redundancy.

## 11. What happens if an employee rejects an offer of alternative employment?

11.1 In the event that an employee at risk of redundancy rejects an offer of what management considers to be suitable alternative employment, then that employee could lose their right to receive a redundancy payment and will be

informed of this at the time. This will be on the basis that suitable alternative employment is defined as being employment broadly comparable in terms of:

- range of duties and responsibilities
- knowledge, experience and qualifications required
- conditions of service (e.g. salary grade; working hours; holiday entitlement, place of work)
- status

11.2 If the new post of suitable alternative employment is accepted, the notice of termination previously issued automatically lapses and the employment is treated as being continuous.

## 12 Pay Protection

12.1 If the new post into which the employee is redeployed is graded lower from that of their existing post pay protection will apply for a maximum of 3 to be discussed as per 9.2 above years. (3 and 4 at present) This will apply to all contractual pay including basic pay and allowances. Once pay protection applies incremental progression will not apply and pay awards will also cease. To be discussed- this is intended to avoid a sudden and significant drop in pay after the protection period

12.2 It should be noted that the protection policy referred to above is, at all times, subject to change as a result of amendments to the appropriate legislation, or in the interpretation of existing legislation.

## 13 Redundancy

13.1 Employees selected for redundancy will be invited to a meeting with an appropriate senior manager and HR/personnel to discuss the decision before formal notice of termination of employment is given.

13.2 The employee will be given written notice of the redundancy and the letter will include:

- a statement that the contract is being terminated on the grounds of redundancy
- the last day of employment, having due regard to the notice entitlement stipulated in contracts of employment (this is generally one week for every year of continuous service up to a maximum of 12 weeks). in accordance with existing contract terms
- confirmation that they will be required to work out their period of notice (unless this has been agreed otherwise)
- the financial payment to be made including, where appropriate, pension payments and/or pay in lieu of notice
- their right of appeal
- a statement that in the period leading up to the last day of employment, efforts will continue to be made to redeploy the employee (this would not apply in the event the employee volunteered for redundancy)

- a statement that the employee has the right to reasonable amounts of paid time off work to seek alternative employment
- if appropriate, details of advice and support available, e.g. career guidance, outplacement consultancy

Discussion draft

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