

BEXLEY COUNCIL – SINGLE STATUS AGREEMENT

**36 Hour Standard Working Week -
Local Agreement to Minimise Implementation Costs**

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Bexley Council - Single Status Agreement

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BACKGROUND TO AGREEMENT

As part of the National Joint Council's 1997 "Single Status Agreement" the standard working week for former manual workers and certain groups of APT&C staff reduced from 39 to 37 hours from 1 April 1999 without a loss of pay. This change was part of a significant longer term package of measures aimed at harmonising the pay, conditions and working arrangements of former APT&C and manual worker employees. The Agreement also required a date for London Authorities to reduce the standard working week to 36 hours. The Greater London Provincial Council determined that the 36 hour standard working week be implemented by no later than 1 April 2004.

This Local Agreement is effective from 1 April 2004, subsumes the Local Agreement of 15 September 1999 and implements a standard 36 hour working week for all employees whose terms and conditions are subject to the NJC for Local Government Services ("The Green Book") plus the following groups specified in the report to the General Purposes Committee of 10 February 2004:-

- Bexley Catering Services
- Bexley Trading Services
- School cleaning staff employed in community and voluntary controlled schools

REVISED WORKING ARRANGEMENTS, PAYMENTS AND ALLOWANCES

SECTION ONE - PRINCIPLES

The Agreement has been developed to help offset the cost of implementing the 36 hour standard working week. The agreement is based on the following principles and is effective from 1 April 2004:

1. The need to offset as far as possible the costs of introducing the revised working week in order to protect jobs and maintain value for money services to the public.
2. The need to reflect current approaches to pay and conditions adopted by other employers in both the public and private sector for particular patterns of work.
3. The need to apply, as far as possible, a consistent approach to pay and conditions issues across the various employee groups in the Council.
4.
 - (a) The need to reduce the standard working week to 36 hours for those currently working more than 36 per week; and
 - (b) The need to maintain the existing contractual working hours of part time employees at their current levels.
5. The need to eliminate outdated elements of pay which are no longer relevant to a modern approach to pay determination.
6. The need to keep options open for ways to minimise costs arising from the future implementation of other aspects of the Single Status Agreement.
7. The need to ensure "no loss of pay" as far as possible in respect of contractual and other regular payments being made to affected employees in accordance with the contract of employment in force immediately prior to the date of this agreement.

SECTION TWO - TERMS AND CONDITIONS OF SERVICE

The following terms and conditions of employment replace existing national and provincial agreements and apply to employees covered by the NJC for Local Government Services:

1. National Agreement Part 3, Section 2.3 - Working Arrangements

Note:-

(i) *This agreement is made in accordance with Part 1, Para 4 (Part 3) of the Green Book to apply from the operative date.*

(ii) *The following definitions apply to the terms used in this agreement:-*

<i>“Basic hourly rate”</i>	<i>is derived from the relevant London spinal column point</i>
<i>“Plain time rate”</i>	<i>is derived from the National spinal column point only</i>
<i>“Standard working week”</i>	<i>is 36 hours for all employee groups whose working week was based on a nationally agreed 37 hour week prior to 1 April 2004. It is 36 hours for all employee groups whose working week was based on a nationally agreed 36 hour week prior to 1 April 2004</i>
<i>“Normal working week”</i>	<i>refers to an employee’s contracted working hours which fall within the standard working week</i>

1.1 Additional Hours (Part 3, para 2.3.(a))

Payment for additional hours worked Monday to Saturday beyond the standard working week up to and including 40 hours will be paid at the basic hourly rate. Additional hours worked Monday to Saturday above 40 per week will be paid at time and a quarter of the plain time rate. All additional hours worked on a Sunday will be paid at time-and-a-half of the plain time rate.

In determining working arrangements to suit the needs of each service, managers may average or aggregate hours over a reasonable period that reflects service needs. Managers will also determine whether in exceptional circumstances a minimum payment needs to be made to an employee in order to ensure that service needs are met.

1.2 Saturday and Sunday Working (Part 3, para 2.3.(b))

Employees required to work on Saturday as part of their normal working week will be paid at the basic hourly rate.

Employees required to work on Sunday as part of their normal working week will be paid at the basic hourly rate plus a half of the plain time rate.

1.3 Night Work (Part 3, para 2.3.(c))

Employees required to work at night as part of their normal working week will receive an enhancement of a third of the plain time rate for all hours worked between midnight and 5 am.

1.4 Public Holidays (Part 3, para 2.3.(d))

Employees required to work on public holidays will, in addition to normal pay for the day, be either paid at the plain time rate for all hours worked that day or be allowed equivalent time off in lieu subject to the exigencies of the service. Additional hours will be paid at double the plain time rate in complete recompense.

1.5 Time Off In Lieu

Where practicable employees will be required to take time off in lieu on an hour for hour basis in preference to being paid for additional hours under 1.1 and 1.4 above.

2. Other Elements of Pay and Allowances

2.1 London Allowance

No part of the London Allowance will be included for the purposes of calculating the plain time hourly rate of pay.

2.2 Excess, Lieu Bonus, Evening Work, Rest and Free Day Provisions, Retainer Fees, Laundry Allowances, Split Duty and Annual Bank Fee Payments

These payments ceased to be made as part of the 1999 agreement.

2.3 Extra Statutory Holidays

The two extra statutory days holiday are added to annual leave entitlement (see Green Book Section 2, Para 7.4).

2.4 Other Non-Standard Working Patterns

Existing arrangements for working patterns not covered above will continue, for example:-

Shift working, recall to work, standby duty, sleeping-in duty, weekend working for salaried staff in residential homes.

Note: The Authority reserves the right to open negotiations at a later date on the question of introducing inclusive rates of pay as an alternative to the arrangements referred to in Section Two of this agreement.

3. Pay Protection

Where an employee would suffer an overall reduction in earnings* as a result of applying the provisions referred to in Section Two of this agreement, the scheme of protection of earnings as previously set out in the 15th September 1999 agreement concerning the implementation of the standard 37 hour working week will apply to protect pay on a personal basis with the substitution of 36 hours for 37 hours.

** Earnings are defined as all contractual and other regular payments to which the employee is accustomed but excluding payments arising from additional ad hoc voluntary, incidental or casual hours and/or working arrangements.*

4. Future Changes to Pay and Conditions

Where opportunities arise as a result of future changes to pay and conditions of service to further offset the cost of the reduction in the working week both parties will endeavour to find ways of achieving such offsets whilst upholding the principles of this agreement.

Note: *The above agreement does not alter existing local arrangements which apply to employees whose principal terms and conditions of employment are not covered by the Green Book.*

Document Ends