



# *Single Status Agreement*

## About this document

### Purpose

This is the Single Status Agreement drawn up by The Learning Trust and The London Borough of Hackney.

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## 1. Introduction

This document has been drawn up by The Learning Trust and The London Borough of Hackney, following negotiation with Unison, Unite and the GMB. This document covers the local arrangements relating to the implementation of the National Joint Council (NJC) for Local Government Services – National Agreement on Pay & Conditions of Service for former Administrative, Professional, Technical & Clerical (APT&C) and Manual Workers employees (Part 3 of the Green Book) and the local arrangements for implementing the 2000 Greater London Provincial Council (GLPC) London Agreement.

The agreement covers all school-based support staff including retained employees and nursery nurses and excludes those on Teachers', Soulbury and Youth and Community Workers' terms and conditions of employment.

It is the intention of The Learning Trust and The London Borough of Hackney that this agreement is incorporated into the contracts of employment of all employees within the scope of this agreement. Employees will be notified individually of the changes. Any future variations will be subject to further consultation arrangements.

This agreement and its appendix supersede previous Trust and council agreements which refer to the pay and conditions of schools-based employees identified within the scope of the national agreement.

## 2. Scope

This agreement applies to all school-based support staff on National Joint Council for Local Government Services terms and conditions who are affected by the changes to pay and conditions resulting from the Single Status Agreement. It will be deemed that all school-based support staff in community schools are party to this agreement. Voluntary Aided schools are recommended to adhere to this agreement also.

It is the intention that the terms and conditions of school-based support staff are harmonised with the terms and conditions of other London Borough of Hackney employees.

The implementation date of this agreement is set at 1<sup>st</sup> April 2011.

## 3. Principles

Single Status allows for local determination of conditions within part 3 of the National Agreement. In reaching this agreement The Learning Trust and The London Borough of Hackney have kept to the following guiding principles to:

- have a modern pay and reward strategy;
- have open and transparent pay systems;
- harmonise sets of terms and conditions for all employees;
- provide fair and equitable pay arrangements for employees; and
- not treat any groups disproportionately.

## 4. Areas covered in the agreement

In line with the 1997 national Single Status Agreement, this local agreement covers the following areas:

- Pay and Grading.
- Working Arrangements.

## 5. Pay and grading

### 5.1. Job evaluation

All school-based roles will continue to be evaluated under The Greater London Provincial Council Job Evaluation Scheme (GLPC). This scheme is recognised s being able to provide a common basis for the grading of jobs in accordance with prevailing equal pay legislation.

### 5.2. Allowances

In order to ensure equality and fairness and also compliance with equal pay/value legislation, the tasks and responsibilities previously associated with some allowances have been taken account of in the job evaluation process. There are certain allowances that have been removed where there was no objective justification to continue to pay them. Allowances will only be paid, where they can be objectively justified in line with prevailing employment case law and where they continue to address service needs. All such allowances should be regularly monitored and reviewed.

Following discussions with the trade unions, the following allowances will be deleted:

- London/Local Supplement.
- Additional Pay.
- In-Charge Allowance.
- Spilt Duty.
- Hackney Factor.
- Extra Increment.
- Fixed Allowance.
- Personal Allowance.
- TNP Allowance.
- ILEA Bonus.
- Personal and SS Nurse Allowance.
- Bonus.
- Teaching Responsibilities.
- CT Allowance.

All deleted allowances will remain protected as per section 5.5 of this agreement.

First Aid payments will continue to be paid to designated First Aiders who have completed the appropriate first aid training at a rate of £120 per annum (pro rata where applicable), where this duty is **not** incorporated in the job description and person specification of the role.

Current contractual overtime payments will be considered on a case-by-case basis otherwise any hours worked over the contractual hours will be dealt with under premia payments.

Honorarium payments will be paid where there are individual justifications to continue with these and payments are for a defined period of time.

### 5.3. Residential Caretakers

This agreement covers the entitlements for Residential Caretakers. All Residential Caretakers must have a Service Occupancy Agreement. Any entitlements will be in line with current Her Majesty's Revenue and Customs (HMRC) regulations and may be subject to change if the HMRC regulations change. Staff in residential accommodation will be exempt from paying the following aspects:

- Rent.
- Council Tax.
- Water and Sewage.

Residential Caretakers will be responsible for paying all other ancillary costs such as electricity, gas, telephone bills and any other bills that are not on the exempt list.

Where possible all bills for residential accommodation will be addressed to the Residential Caretaker and settled in full by them. In schools where due to meter arrangements the bills for residential accommodation cannot be separated from the school, then the school will agree a proportion of the overall sum that will be recharged to the caretaker which is designed to reflect their consumption. The Learning Trust will provide advice on assessing charges.

Where a Residential Caretaker is made redundant, retired on medical grounds or retires due to an age retirement then one reasonable offer of alternative accommodation will be made by London Borough of Hackney in accordance with The London Borough of Hackney's applicable housing policy.

Residential Caretakers are required to attend to school emergencies that may arise from time to time; this underpins the requirement for them to be resident on site. In an emergency the school's emergency planning procedure must be adhered to. An emergency can be defined as an event which could have the following consequences:

- Loss of staff through death or injury.
- Damage to the buildings e.g. fire, flood, theft and vandalism.
- Loss of IT systems, records, communications and other facilities.
- Unavailability of staff because of disruption to transport or their unwillingness to travel.
- Adverse psychological effects on staff, including stress and demoralisation.
- Disruption to other organisations and businesses on which you may depend.
- Damage to reputation.

Residential Caretakers are required to attend to emergencies to minimise the impact and to liaise with the Headteacher, officers of The Learning Trust/The London Borough of Hackney and the emergency services.

It is recognised that a school may experience an extended emergency, or may suffer frequent emergencies in a short period of time. In these circumstances the Headteacher will determine with the Caretaker what is reasonable in terms of payment for additional hours worked which, by virtue of their extended duration or frequency, fall outside of the scope of the role of the Residential Caretaker.

## 5.4. Overtime and premia rate payments

All overtime to be worked must be authorised by the appropriate senior manager prior to commencement of the overtime.

Overtime is paid for any hours worked in excess of 36 hours per week.

### Up to spine point 28

- Monday – Saturday – Time-and-a-half for hours worked over 36 hours per week.
- Sunday and Public and Extra Statutory Holidays - Double time for hours worked over 36 hours per week (min 2 hours).

### Point 29 and above (Planned overtime rates for hours worked over 36 hours per week)

Rate	Grade	Amount
Rate A	SO1/2	£19.18
Rate B	PO1 – PO3	£20.54
Rate C	PO4 – P06 (and above in Hackney)	£22.29

Rate A and B should be equivalent to at least plain time rate for the additional hours worked.

### 5.4.1. Part-time employees

Part-time employees will only qualify for enhanced overtime rates once they have completed 36 hours in a week i.e. part-time workers must complete the same 'qualifying' hours as full-time employees. Hours worked in addition to the part time hours (but fewer or equal to 36), will be paid at the normal rate.

Full-time worker	Part-time worker
Up to 36 hours paid at normal flat rate	Normal part-time hours paid at normal flat rate.
	Additional Hours (up to 36) paid at flat rate.
More than 36 hours worked - Additional Hours paid at enhanced overtime rates.	

### 5.4.2. Normal working hours on a public holiday

Employees required to work on a public holiday in addition to normal pay for that day will be paid at plain time rate for all hours worked for that day.

In addition, at a later date, time off with pay shall be allowed as follows:

- Time worked less than half the normal working hours on that day – Half day.
- Time worked more than half the normal working hours on that day – Full day.

## 5.5. Pay protection

Employees whose terms and conditions change to their detriment will be entitled to pay protection for 24 calendar months from the date of implementation of the single status agreement. For the 24 month protection period, affected employees will continue to be paid according to their terms and conditions prior to the implementation of this agreement.

Pay protection will include employees current weeks paid and a current full time equivalent of 35 hours per week. On cessation of pay protection, pay will be calculated on the new salary point based on the term time calculation in this agreement and full time hours of 36 hours per week as per this agreement.

Pay protection will also apply to allowances that cease under this agreement.

Pay protection will cease at the cessation of the pay protection period agreed or sooner where:

- the employee is appointed to another role with the employer at a higher grade and where the revised salary point exceeds the protected salary; or
- the post is re-evaluated to a higher grade and where the revised salary point exceeds the protected salary; or
- the employee is redeployed to a role with the same employer at a higher grade and where the revised salary point exceeds the protected salary; or
- the employee voluntarily applies for a different role (regardless of the grade of the new role); or
- in the event that a pay award lifts the employee's new contractual pay above their old contractual pay; or
- on termination of employment.

All staff that experience a reduction in grade following evaluation under the job evaluation scheme (paragraph 5.1 refers) will assimilate to the top of the evaluated grade.

Any agreed pay award will not be implemented for staff on a protected salary during the pay protection period unless the application of the award would lift the employee's new contractual pay above their old contractual pay.

## 5.6. Nursery Nurses

Pay protection will apply to those on former Purple Book, section 3, paragraph 28, Nursery Staff in Educational Establishments conditions. This Single Status Agreement supersedes the Purple Book conditions. Pay protection for this group will for the protection period also protect the current weeks and full time equivalent hours. After the protection period the term time weeks and hours per week will be as determined in this agreement. After the protection period assimilation for those roles that have increased in grade will be to the nearest spinal column point based on length of service.



## 5.7. Assimilation arrangements

Where the job evaluation exercise has resulted in an increase in grade the individual employee will be assimilated to the new grade based on their length of service up to the maximum point of the evaluated grade.

All additional incremental points will reflect one full year for the purpose of calculating back pay i.e. if the individual employee moves up to the top of a 4 point salary scale, then that would be equivalent to 4 years for the purpose of any back pay calculation.

Any employee who has been assimilated to the top of the evaluated grade and has additional years' continuous service will receive a further one off compensatory award, calculated according to the following formula:

An amount equivalent to the maximum spinal point of the evaluated grade **less** the amount equivalent to the 'ante penultimate' spinal point of the same grade (i.e. the two points from the maximum of the scale).

Multiplied by the number of additional years of continuous service (\*\*) = **Payment Amount (paid pro rata)**.

- (\*) **Illustrative example for definition of 'ante penultimate' spinal point.** This is shown in bold italics below. The amount paid per additional year on this example would be £20,127 - £19,353 = £774 pro rata (which will be paid in accordance with HMRC guidance on equal pay settlements).

### Scale 3

£20,127	<b>Scale 3</b>
£19,731	
<b>£19,353</b>	
£19,032	

- (\*\*) a maximum period of six years will be set, and the numbers of years will be offset against the number of years already covered through the agreed assimilation process.

## 5.8. Incremental progression

All staff assimilated to their new grades will receive an annual increment to the top of their grade where there is incremental headroom. The assimilation point at the 1<sup>st</sup> April 2011 will place employees on their new pay point (the new salary point factors in incremental progression where applicable). The next annual increments will be due on the 1<sup>st</sup> April 2012 where qualifying service periods have been met.

## 6. Working arrangements

The standard working week will be 36 hours and pro rata calculations will be based on this.

The working week will run from Monday to Saturday as per The London Borough of Hackney policy on working hours.

### 6.1. Annual leave

The annual leave entitlement for all employees, irrespective of grades within the scope of this agreement is set at 27 days. After five years' service the annual leave provision would increase to 32 days.

Unless full time, the annual leave entitlement will be prorated to reflect the actual hours and weeks worked per annum.

Unless full time, the eight bank holidays will also be prorated to reflect the actual hours and weeks worked per annum.

The annual leave year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

### 6.2. INSET days

Schools are strongly recommended to include all support staff in the in service training provided for teaching staff. Support staff attending the training would be entitled to be paid for the training days attended (pro rata where applicable). The aim of including support staff in training is to:

- Ensure there is consistent training across the whole school workforce.
- Ensure there is no differentiation between teaching and non-teaching staff.
- Follow best practice.
- Provide CPD opportunities.
- Ensure that the workforce is trained and motivated.
- Recognise the valuable role all staff in schools play.

**NB** The term time calculation (para. 6.3 and Appendix 1 refer) include the INSET days within the formula.

### 6.3. Term time calculation

The revised term time calculation is in Appendix 1. The calculation is based on a minimum of 39 weeks and would increase on a pro rata basis where the weeks worked exceed 39 weeks per annum. The term time calculation shows the correct calculation for prorated leave and bank holiday entitlement for those with less than five years' service and those with greater than five years' service.

## Appendix 1 – Term time only calculation

The 'Local Government' formula has been adopted when calculating the weeks per year payable to staff working 39 weeks per year. This depends on whether the employee is entitled to long service leave for five years' service.

### Employees with no long service leave entitlement

The calculation for employees with no long service leave entitlement is:

#### Annual leave entitlement:

Annual Leave	Bank Holiday	Long Service Leave	TOTAL
27 days	8 days	0 days	35 days

#### Weeks per year payable:

	Calculation	TOTAL
Days per annum	52.14 multiplied by 5	261
Days per year (excluding annual leave)	Days per annum less leave entitlement	226
Annual leave (as proportion of annual days)	Leave entitlement divided by days per year	0.1549
Actual days worked	Based on 39 week multiplied by 5	195
Pro rata annual leave		30.20
Total paid days	Actual days worked plus pro rata annual leave	225.20
Percentage of days per annum	Total paid weeks divided by days per annum	86.28%
<b>TOTAL WEEKS PER YEAR</b>	52.14 multiplied by percentage of days per annum	<b>44.99</b>

## Employees with a long service leave entitlement

The calculation for employees with a long service leave entitlement (after five years' service) is:

### Annual leave entitlement:

Annual Leave	Bank Holiday	Long Service Leave	TOTAL
27 days	8 days	5 days	40 days

### Weeks per year payable:

	Calculation	TOTAL
Days per annum	52.14 multiplied by 5	261
Days per year (excluding annual leave)	Days per annum less leave entitlement	221
Annual leave (as proportion of annual days)	Leave entitlement divided by days per year	0.1810
Actual days worked	Based on 39 week multiplied by 5	195
Pro rata annual leave		35.29
Total paid weeks	Actual days worked plus pro rata annual leave	230.29
Percentage of days per annum	Total paid weeks divided by days per annum	88.24%
<b>TOTAL WEEKS PER YEAR</b>	<b>52.14 multiplied by percentage of days per annum</b>	<b>46.01</b>