

Without Prejudice

Sefton New Directions Limited

GMB, UNISON, UNITE

Employment

Terms & Conditions

**Collective Agreement
Effective 1 September 2011**

19 September 2011

V4

Background

This agreement is between UNISON, GMB and UNITE and allows for changes in terms and conditions to be incorporated into the contracts of individual employees. This is in accordance with local and national provisions which apply to the employees of Sefton New Directions.

This Agreement has followed extensive consultation with all sides, realising the financial position of the Company.

The Company wishes to continue the partnership approach with UNISON, GMB and UNITE. As such, the partners accept that given the economic situation and the position of the company at the present time, provision will need to be put in place including a pay reduction of five per cent in the current year (2011) and a further reduction of five per cent in 2012 unless the financial situation of the company improves beyond expectation.

The matters agreed in this document, along with the continued commitment to good industrial relations, all parties believe is the basis for a sound Company going forward.

Matters to be incorporated in Terms and Conditions**Pay**

1. All employees with effect from 1 September 2011 will receive a 5% reduction in pay rate for all purposes. This means a reduction in basic rate, salary and/or enhancements which are based on the basic rate and/or salary. In circumstances where the change is introduced after 1 September, the reduction will be backdated to that date and any overpayment will be recoverable in subsequent months. A transitional pay arrangement as agreed, will apply as detailed in Number 32.
2. No incremental progression will take place during the course of this agreement, which shall continue to 1 April 2012.

Annual Leave

3. Current Annual Leave arrangements will no longer apply.
4. All employees from 1 September 2011 to only receive 25 days paid leave plus statutory public bank holidays.

5. New employees who join the Company after 1 September 2011 will receive a total allocation of 28 days (including statutory public bank holidays). This will increase to a total of 25 days plus statutory public bank holidays by an increase of 1 day per full annual leave year worked. The leave year being 1st April to 31st March.
6. Any other additional discretionary and non-statutory arrangements in respect of annual leave are discontinued as from 1 September 2011.
7. All entitlements will be pro-rata for part time employees.

Car Allowance

8. All previous arrangements allowance/entitlements in respect of Car Allowance are to be discontinued as from 1st September 2011 and a uniform rate of 31.13p per mile to be paid for business use in connection with employment.

Excess Travel Expenses

9. The current excess travel policy to be discontinued with effect from 1 September 2011.

Hours of Work

10. No change will be made to the standard working week (i.e. 36 hours). However all parties to this agreement agree the principle that annualised hours arrangements will be put into place with effect from 1 April 2012.
11. Further consultation will take place as to exact arrangements.
12. Until such time as applied the standard working week arrangement will apply.

Enhancements

13. Hours worked as part of the standard working week (i.e. 36 hours) on a Saturday, Sunday and statutory public bank holiday will be at time and ¼ of the standard rate. Hours beyond 36 on Saturday, Sunday and Statutory public bank holiday will also be time and ¼.
14. Hours above 39 hours in period Monday to Sunday (not being a Statutory public bank holiday) will be paid at a rate of time and 1/3. Hours between 36 and 39 will be plain time Monday to Friday (not being a Statutory public bank holiday).

15. No overtime will be paid for posts that are to be paid at existing SCP28 or above. Time off in Lieu will be considered by application to the Service Manager and overtime will only be granted in exceptional circumstances as agreed by the Divisional Manager and authorised in writing prior to its working.

Rest day/free day

16. Existing arrangements will be discontinued with effect from 1 September 2011. Pay rates will apply as to when the time and hours are worked.

Alternating Shifts

17. The existing allowance of 10% is retained (the current contractual criteria will be applied).

Night Work

18. All night work (between hours 8pm to 6am) is to be paid at time and $\frac{1}{4}$ for designated night workers.

Evening Work

19. Plain time will apply for any evening work (except when worked on a Saturday or Sunday or on a public bank holiday or as part of pre-arranged authorised overtime when that rate will apply as to time and hours worked).
20. There will be no evening work supplement.

Sleep in Duty

21. No changes, with the exception that any provision which provides for an hourly rate of payment to apply will be at the rate applicable for the time and hours worked.

Stand By

22. A single stand by payment of £16.47 will apply.

Call Out

23. Call out will be paid for the time taken to work for on a matter and will relate to the hours and time such work takes place.

Split Duty

24. This allowance is discontinued.

Acting Up

25. The existing provisions will apply with the following amendments
- a. Pay grade up to and including 7 – No waiting period
 - b. Pay grade 8 and above – waiting period of 4 weeks to apply.

Pay Protection

26. All existing pay protection provisions are discontinued with immediate effect. No other pay protection will apply.

Pension

27. No change in provisions in accordance with LGPS, however new employees or those commencing employment post 1st September 2011 will receive access to a Stakeholder Scheme.

Sickness Entitlements

28. The existing provisions in respect of sickness entitlement will apply except for new employees after 1st September who in the first year of service with the Company an employee will be entitled to 1 month's pay and (after completing 6 months service) 2 months' half pay. Any amounts will be deemed to include SSP.
29. Payment for days off sick will be at plain time rates.

Applications for Voluntary Redundancy/Early Retirement

30. The Company and Trade Unions recognise that part of the cost saving will mean a reduction in employees. To achieve this, any job losses will be restricted to voluntary arrangements only until 31 March 2012 subject to
- a) No material changes in the services commissioned from the Company
 - b) Sufficient volunteers from the current workforce accepting the redundancy and early retirement package presently on offer from the Company
31. If a business case is present current employees will be receiving entitlements on a basis of entitlements already communicated in accordance with the terms and conditions.

Transitional Pay

32. As part of this agreement it is recognised that current employees will suffer a reduction in pay. To mitigate this for a period from 1 September 2011 to 31 March 2012 no employee will during the period 1 September 2011 and 31 March 2012 have a reduction in pay of more than 5% (as opposed to base figures in 2010-11) when working the same working pattern as before this agreement.

New Employees

33. The Company is committed to the creation of new posts which will involve new starters receiving different terms and conditions to current employees. All parties accept this is necessary in the interest of the services and future of the Company.
34. New employees will receive the following -

Annual Leave

- a. As detailed before.

Pay Rates

- b. To be agreed. To be consistent with the business model shared with the trade unions new starters will be on annualised contracts and receive plain time rates for all work.

Pension

- c. A stakeholder pension will be provided.

Sick Leave

- d. As detailed before.

35. The parties to this agreement agree the principle that arrangements will be put into place with effect from 1 April 2012 for a further 5% reduction in pay rate for all purposes.

36. The Company confirms that it has no intention of making further changes (other than those already disclosed) as long as the financial model discussed is met.

..... for Sefton New Directions

..... for UNISON

..... for GMB

..... for UNITE