

**Joint Negotiating Committee
for
Local Authority Craft & Associated Employees**

**National Agreement
on
Pay & Conditions of Service**

**Employers' Secretary:
SIMON PANNELL**

**Address for correspondence:
Local Government Association
18 Smith Square
London SW1P 3HZ
020 7187 7373
info@local.gov.uk**

**Employees' Secretary:
JIM KENNEDY**

**Address for correspondence:
Unite
Unite House
128 Theobald's Road
London WC1X 8TN
020 7611 2500**

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PROVINCIAL EMPLOYERS' SECRETARIES

There is a standing arrangement for the Employers' Secretary of the Provincial Councils to act as agent and to liaise with opposite numbers in the craft field. It would be helpful if enquiries from local authorities were made to the appropriate Provincial Employers' Secretary in the first instance. Their name and addresses are set out below:

EAST OF ENGLAND REGIONAL ASSEMBLY

Ms M Kirk
Flempton House
Flempton
Bury St Edmonds
Suffolk IP28 6EG
Tel: 01284 728151

SOUTH EAST EMPLOYERS

Mrs J McNeill
Newfrith House
21 Hyde Street
Winchester
Hants SO23 7DR
Tel: 01962 840664

EAST MIDLANDS REGIONAL LGA

Ms S Maher
The Belvoir Suite
Council Offices
Nottingham Road
Melton Mowbray
Leics LE13 0UL
Tel: 01664 502555

SOUTH WEST REGIONAL ASSEMBLY

Mr R Symons
Dennett House
11 Middle Street
Taunton
Somerset TA1 1SH
Tel: 01823 270101

LONDON COUNCILS

Mr S Pannell
59½ Southwark Street
London
SE1 0AL
Tel: 020 7934 9999

WELSH LOCAL GOVERNMENT ASSOCIATION

Ms A Freeman
WLGA
Local Government House
Drake Walk
Cardiff, 10 4LG
Tel: 029 2046 8600

NORTH EASTERN REGIONAL EMPLOYERS' ORGANISATION

Mr M Brodie
Guildhall
Quayside
NEWCASTLE UPON TYNE
NE1 3AF
Tel: 0191 261 3976

WEST MIDLANDS LOCAL GOVERNMENT ASSOCIATION

Ms D Hill
Regional Partnership Centre
Albert House
Quay Place
Edward Street
Birmingham, B1 2RA
Tel: 0121 678 1010

NORTH WEST EMPLOYERS' ORGANISATION

Mr D Campbell
6th Floor, Delphian House
Riverside
New Bailey Street
Manchester M3 4AA
Tel: 0161 834 9362

LOCAL GOVERNMENT YORKSHIRE AND HUMBER

Mr S Walmsley
18 King Street
Wakefield
WF1 2SQ
Tel: 01924 331631

Details of the Trade Union Side Provincial Council can be obtained from the JNC.

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CRAFT IMPLEMENTATION AGREEMENT

1. This provides for the implementation of the agreement between the national Employers and the craft trade unions (a) to introduce a new National Agreement in place of the Building and Civil Engineering, Engineering Craftsmen and Standing Conference for Electricians agreements and (b) to merge the existing negotiating machinery for these agreements.

2. From 1 April 1998 the National Agreement for Craft and Associated Employees will consist of a new handbook to be known as the Red Book. It will comprise the following four parts.

Part 1	Principles
Part 2	Key National Provisions
Part 3	Other National Provisions
Part 4	Joint Advice

3. The status of the provisions in Parts 2 and 3 is explained in Part 1. Part 2 contains key national provisions while Part 3 contains other national provisions that may be modified locally, by negotiation between the authority and the unions. A procedure is set out in Part 1 for dealing with local failures to agree over proposals to modify a Part 3 provision. However, the national negotiators urge the local parties to approach such local negotiations with an open mind, not determined from the outset either to veto or impose change but instead to negotiate with a view to reaching agreement.

4. Employees within scope of the Red Book are all craft and associated employees of local authorities or other authorities of equivalent status in the UK, except those for whom other national negotiating machinery already exists.

5. Where contracts of employment incorporate National Agreements, references to the former Craft and Associated Employees' agreements will now be to the new Red Book. Employees need to be notified individually, accordingly, at a suitable opportunity.

6. The new National Agreement does not of itself alter existing local and provincial arrangements that differ from the existing National Agreements.

7. Single-table bargaining will operate nationally from 1 April 1998 as part of the agreement to wind up the former national craft Joint Negotiating Committees for Building and Civil Engineering and Engineering craftsmen, and the standing Conference for Electricians and to establish a new national Joint Negotiating Committee (JNC) for Local Authority Craft and Associated Employees. The Constitution of the new JNC is attached as the Annex to Part 1 of the Red Book. The national negotiators call upon their provincial and local counterparts

to follow through the principle of craft single-table machinery, where this has not already been done.

8. The remainder of this section deals with detailed transitional arrangements on:

Working Time Arrangements
DLOs and CCT
Method and Frequency of Payment
Bonus
Continuous Service.

WORKING TIME ARRANGEMENTS

9. From 1 April 1999 the standard weekly hours of all full-time employees will be 37. For part-timers there will be corresponding increases in hourly basic rates from the date of the reduction in standard hours for their full-time counterparts. The standard in London will be 36 hours from a date to be negotiated in the London provincial machinery, but will not be more than 37 from 1 April 1999.
10. The JNC believes that it is in the interests of both local parties to cooperate in minimising the costs of reducing the working week so as to protect jobs and services and the JNC would encourage that co-operation.
11. From 1 April 1999 new premium rates as set out in section 1 of Part 3 of the Red Book will apply, except where inclusive rates are introduced locally using the procedures laid down for the purpose in Part 3. From that date, employees who regularly work shifts and receive a shift allowance will continue to receive that allowance.
12. Between the date of this agreement and 1 April 1999 the status quo will apply on standard hours and premium rates, except where it is agreed to introduce the new arrangements earlier.

DLO's AND CCT

13.
 - 13.1 **Contracts operative before 1 October 1997**
From 1 April 1999 the standard weekly hours of all full-time employees will be 37 (36 in London from a date to be decided) except for DLO employees subject to CCT contracts operative before 1 October 1997, where implementation can be delayed to 2001 if agreed locally with the recognised craft unions. For part-timers there will be corresponding increases in hourly basic rates from the date of the reduction in standard hours for their full-time counterparts.
 - 13.2 **Contracts operative after 1 October 1997**

For DLO contracts starting on or after 1 October 1997, tender specifications will incorporate the provisions of the National Agreement and the nationally agreed implementation date.

METHOD AND FREQUENCY OF PAYMENT

14. Any changes to existing arrangements should be by local agreement.

BONUS

15. Existing local bonus schemes/arrangements are not affected by this agreement. The JNC has agreed, however, to establish a joint working group to examine craft bonus and associated issues with particular reference to equal pay. It is intended that guidance will be issued on craft bonus systems in the near future.

CONTINUOUS SERVICE

16. Employees in post at 31 March 1998 will retain their entitlements with relation to continuous service as set out in the former National Agreements operative at that date.

PART 1: PRINCIPLES

1. The Joint Negotiating Committee (JNC) represents local authorities in England and Wales and other authorities of equivalent status and their craft and associated employees. We are jointly committed to the local democratic control of services to the community as the primary role of local government. Our principal role is to reach agreement, based on our shared values, on a national scheme of pay and conditions for local application throughout England and Wales. The Constitution of the JNC is **annexed** to this Part.
2. The JNC's guiding principles are to support and encourage:
 - (a) high quality services delivered by a well trained, motivated workforce with security of employment. To this end local authorities are encouraged to provide training and development opportunities for their employees;
 - (b) equal opportunities in employment; equality as a core principle which underpins both service delivery and employment relations; and both the removal of all discrimination and promotion of positive action;
 - (c) a flexible approach to providing services to the community, which meets the needs of employees as well as employers;
 - (d) stable industrial relations and negotiation and consultation between local authorities as employers and recognised trade unions.
3. The JNC has a strong commitment to joint negotiation and consultation at all levels, and to this end encourages employees to join and remain in recognised unions. Co-operation between employers, employees and unions will help ensure the successful delivery of services. Local authorities are therefore encouraged to provide facilities to allow Trade Unions to organise effectively for individuals and collective representation.
4. In addition to this Part, the National Agreement consists of:

PART 2

Key national provisions that are for application by all local authorities to all employees covered by the JNC. They are basic provisions that constitute a standard throughout England and Wales.

PART 3

Other national provisions which may be modified by local negotiation. The party proposing change must state in writing what changes are

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

PART 4

Joint Advice - this covers agreed guidance on good practice on a variety of issues.

ANNEX: CONSTITUTION

1. Title

The Committee shall be known as The Joint Negotiating Committee for Local Authority Craft and Associated Employees.

2. Area

The sphere of operation shall be England and Wales

3. Scope

The functions of the Committee shall relate to all craft and associated employees (including labourers) of local authorities in England and Wales where they are not covered by other national negotiating machinery.

4. Membership

(a) The Committee shall consist of 24 members of whom 12 shall be appointed to represent the employees.

(b) The Employers' representatives shall be appointed as follows:

Local Government Association(LGA)	9
Welsh Local Government Association	1
N Ireland Local Government Association	1
National Association of Local Councils	1
TOTAL	12

(c) The Employees' representatives shall be appointed as follows

UCATT	6
CSEU	1
GMB	2
Unite	3
TOTAL	12

These are the recognised trade unions for this agreement.

(d) If any one of the bodies referred to in paragraphs (b) and (c) fail to appoint the number of representatives provided for by the constitution, such failure to appoint shall not invalidate the decisions of the Committee.

(e) In the event of any member of the Committee or any of its sub-committees being unable to attend any meeting, the body represented by such member shall be entitled to appoint

another representative to attend as a substitute, provided that a substitute for a member of a sub-committee shall be appointed only from amongst the remaining members of the Committee.

5. Functions

The functions of the Joint Negotiating Committee are as follows:

- * To negotiate collective agreements on pay and conditions and any other related matters that the two Sides of the Joint Negotiating Committee agree to negotiate on.
- * To urge all local authorities, recognised unions and employees to apply National Agreements.
- * To promote co-operation between employers and recognised unions throughout local government.
- * To make advice available to local authorities, recognised unions and employees on industrial relations and personnel issues.
- * To settle differences of interpretation and/or application of the National Agreement that cannot be resolved locally or provincially.
- * To assist where required in the resolution of disputes that cannot be resolved locally or provincially.
- * To undertake any activity incidental to the above.

6. Settlement of Differences

The Committee has agreed that the good offices of the Provincial Employers' Secretariat and the Regional Officers of the Trade Unions should be used in facilitating the settlement of differences between local authorities and their employees prior to a dispute hearing, should the parties concerned so desire.

CONDUCT OF BUSINESS

7. Sub-Committees

The Committee may appoint, from its own members such sub-committees as they may consider necessary. Reports from these sub-committees shall be submitted to the Committee for approval. Such approval may be given with or without modification. The Committee may delegate special powers to any such sub-committee. Reports in these cases shall be submitted for information

8. Other Members

The Committee or a sub-committee may invite the attendance of any persons whose special knowledge would be of assistance. Such persons shall not have the power to vote.

9. Chair and Vice-Chair

The Committee shall appoint from amongst its members a Chair and Vice Chair. The Chair shall be held in alternate years by a member of the Employers' Side and a member of the Employees' Side.

In the absence of the Chair, the Vice Chair shall preside at the meetings of the Committee. If neither the Chair or Vice Chair is present a Chair shall be elected for the meeting. The Chair shall have a vote but not a casting vote.

The Chair and Vice Chair shall be ex officio members of any sub committees.

10. Officers

The Committee shall appoint joint secretaries and such other officers, if any as it may think fit.

11. Meetings

The annual meeting of the Committee shall be held during the month of October.

Ordinary meetings of the Committee shall be held as often as may be necessary.

The Chair shall call a special meeting of the Committee if so requested by either side of the Committee. The requisition, and also the notice summoning the meeting, shall state the nature of the business proposed to be transacted, and no other matters shall be discussed. The meeting shall take place within fourteen days of such a requisition being received by the joint secretaries.

12. Voting

The voting on the Committee and on all sub-committees shall be by show of hands or otherwise as the Committee or sub-committee shall determine. No resolution shall be regarded as carried unless it approved by the majority of the members present and voting on each side of the Committee or sub-committee.

13. Quorum

The quorum shall be one third of the members of the Committee divided equally between the two sides.

In the absence of a quorum the chair shall declare the meeting closed and the business then under discussion shall be the first business to be discussed at the next meeting of the Committee.

The quorum of a sub-committee shall be determined by the Committee.

14. Notice of Meetings

All notices of meetings of the Committee and of any sub-committee will be sent to the respective members at least seven days before the meeting.

15. Finance

The expenses of representatives shall be met by the respective sides.

16. Amendment

The constitution may be amended only with the assent of the Organisations referred to in paragraph 4 (b) and the Unions referred to in paragraph 4(c).

17. Arbitration

In the event of a dispute over terms and conditions of employment arising between the two sides of the Council, the dispute shall, if requested by either side, be referred for settlement by conciliation, mediation or arbitration. An arbitration award shall be accepted by both sides and shall be treated as though it were an agreement between the two sides.

PART 2: KEY NATIONAL PROVISIONS

1. Equalities
2. Official Conduct
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PART 2 **APPENDIX 2: Guaranteed Minimum Bonus**

PART 2 **APPENDIX 3: Extra Payments and Allowances**

PART 2 **APPENDIX 4: Tool Allowances**

PART 2: KEY NATIONAL PROVISIONS

1. EQUALITIES

- 1.1 Employees will be afforded equal opportunities in employment irrespective of disability, gender, race, religion, age, sexuality, and marital status, parental status, caring responsibilities and hours of work.
- 1.2 Local authorities will ensure that discriminatory practices are identified and removed and non-discriminatory practices introduced in all areas of employment including recruitment, training and promotion. Lawful positive action initiatives should be taken to achieve and maintain a representative workforce.
- 1.3 The JNC has endorsed an Equal Opportunities Guide that is intended for use in all local authorities. The Guide is reproduced in Part 4 of this National Agreement.

2. OFFICIAL CONDUCT

- 2.1 Employees will maintain conduct of the highest standard such that public confidence in their integrity is sustained.
- 2.2 Local codes of practice will be developed to cover the official conduct and the obligations of employees and employers.

3. TRAINING AND DEVELOPMENT

- 3.1 Authorities will develop local 'Workforce Development Plans,' closely linked to their service delivery plans, which will provide the focus for the establishment of training and development priorities. Training and development should be designed to meet the corporate and service needs of authorities both current and in the future, taking into account the individual needs of employees. Local schemes on training and development should enable authorities to attain their strategic objectives through development of their employees. Training and development provisions should be shaped to local requirements and take account of the full range of learning methods. Such an approach should enable access to learning for all employees. The needs of part time employees and shift workers need particular consideration.
- 3.2 Employees attending or undertaking required training are entitled to payment of normal earnings; all prescribed fees and other relevant expenses arising. Employees are also entitled to paid leave for the purpose of sitting for required examinations. When attending training courses outside contracted daily hours, part-time employees should be paid on the same basis as full-time employees. (Assistance for

other forms of learning, for example that directed at individual development, will be locally determined). Some training can be very expensive and authorities may require repayment of all or part of the costs incurred should an employee leave the authority before a reasonable time period has expired. The authority's policy in this regard should be made explicit.

3.3 Objectives for training and development programmes should include the following:

- To enable Councils to attain their strategic objectives via investment in their employees.
- To promote equity of access to learning.
- To encourage employees to develop their skills and level of responsibility to the maximum of their individual potential.
- To widen and modernise the skills profile of employees to maximise their versatility, employability and so, job security.
- To enable employees to raise productivity, quality and customer service in pursuit of sustainable improvement

3.4 Authorities should establish local partnership arrangements, to include recognised trade unions, to develop their local workforce development plans.

3.5 The JNC endorses partnership provision such as the "Return to Learn" scheme. Authorities and the recognised trade unions shall encourage and support employees taking on the statutory Union Learning Representative (ULR) role. This will include agreeing facilities and paid release in accordance with statutory provisions. ULRs should be enabled to play a full part in promoting and implementing local training and development programmes.

3.6 **Apprentices and Young Trainees**

In particular the JNC recommends that for entrant trainees and apprentices, the best interests of local authorities and the individuals will be served if the relevant industry's training schemes are adopted by local authorities rather than independent schemes being established.

Note: The terms and conditions of employment of the apprentice or trainee should be in accordance with those prescribed by the JNC.

4. HEALTH, SAFETY AND WELFARE

4.1 Authorities have a duty to comply with the law governing the health, safety and welfare of employees, including the conditions under which they work and the provision and maintenance of necessary protective clothing.

4.2 Employees have a duty to take care of themselves and others affected by their activity at work and to co-operate with employers' actions taken to meet their duties under the relevant Regulations.

4.3 Guidance is set out in Part 4.

5. PAY

5.1 A craft employee is one who has served a recognised craft or trade apprenticeship or has gained such experience as is accepted by the local authority and the appropriate craft or trade union as being equivalent.

5.2 The pay for craft and associated employees is set out in **Appendix 1**.

5.3 A guaranteed minimum bonus will apply at local level. The details are set out in **Appendix 2**.

5.4 Extra payments for continuous skill or responsibility and intermittent responsibility are set out in **Appendix 3**.

5.5 Tool allowances are set out in **Appendix 4**.

6. WORKING TIME

6.1 The standard working week for full time employees is 37 hours (36 in London). This may be calculated over a period other than a week in accordance with the provisions of Part 3.

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

6.3 Variations to the established working week or patterns of work will be reasonable and subject to adequate notice.

6.4 Working arrangements will comply with relevant Health and Safety legislation, including the European working time directive and its associated UK legislation.

7. LEAVE

7.1 Public Holidays

Employees shall, irrespective of length of service, be entitled to a holiday with a normal day's pay for each of the statutory, general and public holidays as they occur.

7.2 Annual Leave

- (a) The minimum paid annual leave entitlement is twenty-one days with a further five days after five years of continuous service. The entitlement as expressed applies to five day working patterns. For alternative working patterns an equivalent leave entitlement should be calculated.
- (b) The annual leave entitlement of employees leaving or joining an authority is proportionate to their completed service during the leave year.

7.3 Extra Statutory Holidays

- (a) Employees shall have an entitlement to two extra statutory days holiday, the timing of which shall be determined by the authority in consultation with the recognised Trade Unions with a view to reaching agreement, or added to annual leave by local agreement.
- (b) At the discretion of authorities, works departments may be closed for the period between Christmas and New Year. Those authorities wishing to do so will utilise the two existing extra statutory days plus one day of annual leave entitlement.

7.4 Public Duties

Paid leave of absence will be granted for employees undertaking jury service or serving on public bodies or undertaking public duties. Where an allowance is claimable for loss of earnings the employee should claim and pay the allowance to the employing authority.

7.5 Maternity Support Leave

Maternity support leave of 5 days with pay shall be granted to the child's father or the partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

7.6 Time off for Medical Screening

Necessary paid time off will be granted for the purpose of cancer screening.

7.7 Adoption Leave

Authorities are recommended to introduce adoption leave schemes for employees adopting children.

7.8 **Special Leave**

Additional leave with or without pay may be granted in special circumstances, for example bereavement, at the discretion of the employing authority.

Authorities shall give particular consideration to granting reasonable paid time off for dependants as defined under the Employment Relations Act 1999.

7.9 **Calculating Leave Entitlement**

For the purpose of calculating leave (annual and public and extra statutory holidays) entitlements may where necessary be expressed in hours over the leave year.

7.10 **Normal Pay**

Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.

7.11 In accordance with the arrangements for parental leave under the Maternity and Parental Leave etc Regulations 1999 authorities are recommended to agree a local scheme.

8. PART TIME EMPLOYEES

8.1 Part time employees shall have applied to them the pay and conditions of service pro-rata to comparable full time employees in the same authority, except for:

- (a) training and development where part time employees should have access equal to that of full time employees and when on training courses outside their contracted daily hours shall be paid on the same basis as full time employees;
- (b) the car allowance scheme which applies to part time employees in full on the same basis as full time employees.

9. TEMPORARY EMPLOYEES

9.1 Temporary employees shall receive pay and conditions of service equivalent to that of permanent employees.

10. SICKNESS SCHEME

10.1 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.

10.2 Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of

or in the course of employment with a local authority. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under the scheme. Employees are entitled to receive sick pay for the following periods:

During 1 st year of service	1 month's full pay and (after completing 4 months service) 2 months half pay
During 2 nd year of service	2 months full pay and 2 months half pay
During 3 rd year of service	4 months full pay and 4 months half pay
During 4 th and 5 th year of service	5 months full pay and 5 months half pay
After 5 years service	6 months full pay and 6 months half pay

Authorities shall have discretion to extend the period of sick pay in exceptional cases.

- 10.3 The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
- 10.4 In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
- 10.5 In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
- 10.6 Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis as defined in circular CR 1/01 (30 January 2001), as follows:

Both Sides of the JNC for Craft and Associated Employees interpret 'regular' as being the same as in previous Craft Agreements. Detailed below is a summary of the items that constitute regular payments:

- The normal weekly wage shall be the weekly wage ordinarily payable to the employee for a normal working week. For this purpose it will include:

- (a) the rates for-
- (i) shift work
 - (ii) night work
 - (iii) split duty
 - (iv) work on a Saturday and/or a Sunday which would have been worked as part of, the normal working week or roster and;
 - (v) unsocial hours payments.
- (b) Plus rates for extra skill or responsibility or for abnormal working conditions which are regularly paid as part of the weekly rate.
- (c) Payments for regular, scheduled (as opposed to occasional) standby duty provided the employee would have been standing by at the time and, shall exclude payment for overtime, including extra hours worked on account of staff shortage and other occasional or abnormal payments.
- Where an employee is conditioned to work more hours than the normal working week as defined in the Craft Implementation Agreement Para 9, the normal weekly wage shall be the weekly rate ordinarily applicable to him or her in respect of such a working arrangement.
 - Where an employee is contracted to undertake conditioned overtime as a normal feature of employment his or her earnings will include the average of the extra hours worked. This is to be determined by reference to the average overtime worked over the preceding three months or any other period agreed locally.
 - Where an employee on the date immediately prior to absence due to sickness is, and has been, receiving for a period of not less than four consecutive weeks, a group or grade rate of wages which is higher than his or her normal rate of wages, such higher rate shall be taken as the normal weekly rate.
 - In respect of absence on account of sickness or industrial injury a bonus earner shall be entitled as part of normal earnings to a sum equal to his or her average bonus earnings. This is to be determined by reference to the average bonus earned per hour over the preceding three months or any other period agreed locally. For an employee in receipt of a self-financing lead in payment there shall be paid as part of normal earnings a sum equal to his/her lead-in payment.

The Joint Secretaries would like to emphasise that the interpretation of “regular” does not include casual overtime or other casual non-contractual payments.

- 10.7 The social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:
- (a) the conditions for the reporting of sickness as required by the authority;
 - (b) the claiming of benefits;
 - (c) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.
- 10.8 An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against the employees entitlements under this scheme.
- 10.9 If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee’s own misconduct or neglect or active participation in professional sport or injury while working in the employee’s own time on their own account for private gain or for another employer sick pay may be suspended. The authority shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the authority. If the authority decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure. The JNC encourages local authorities and the craft unions to cooperate on the monitoring of sickness.

11. MATERNITY SCHEME

11. Maternity Scheme

11.1 Who This Scheme Applies To

The occupational maternity scheme shall apply to all pregnant employees regardless of the number of hours worked per week.

11.2 Initial Obligations on the Employee

An employee shall notify her employing authority at least 28 days before her absence begins or as soon as is reasonably practicable:

- (a) that she is pregnant;

- (b) of the expected week of childbirth (EWC);
- (c) of the date of the beginning of her absence.

The employer can request that the notification of the beginning of the absence is given in writing and that the employee produce a certificate from a registered medical practitioner or a registered midwife stating the expected week of childbirth.

11.3 Health and Well-being

(a) Ante-natal Care

Any pregnant employee has the right to paid time off to attend for ante-natal care and must produce evidence of appointments if requested by her employing authority.

(b) Health and Safety

Consideration must be given to any health and safety implications for pregnant or breast-feeding employees identified in the Workplace Risk Assessment carried out in accordance with Part 2, Paragraph 4.

11.4 Maternity Leave Entitlement

(a) All employees are entitled to 26 weeks' ordinary maternity leave followed by 26 weeks' additional maternity leave, giving a total of 52 weeks' continuous leave, 'the maternity leave period'.

(b) Maternity leave shall commence no earlier than 11 weeks before the EWC, or from the day following childbirth if that is earlier.

Within 28 days of receipt of the initial notification the employing authority will write to the employee informing them of the last day of their maternity leave and the expected date of their return.

11.4.1 Keeping in Touch (KIT) Days

(a) Keeping in touch (KIT) days are intended to facilitate a smooth return to work for women returning from maternity leave. Before going on leave, the employer and the employee should discuss and agree any voluntary arrangements for keeping in touch during the employee's maternity leave. An employee may work for up to 10 KIT days during OML or AML without bringing her maternity leave to an end. An employee may not work during the two weeks of compulsory maternity leave immediately after the birth of her baby.

(b) The work can be consecutive or not, and can include training or other activities which enable the employee to keep in touch with the workplace. Any such work must be by agreement and neither the employer nor the employee can insist upon it.

(c) Authorities are recommended to adopt policies for KIT days that have regard to DTI guidance (Maternity Entitlements and Responsibilities: A guide - babies due on or after 1 April 2007) and therefore should include arrangements for payment for working on these days.

11.5 Maternity Pay

(a) Payments for employees who have less than 1 year's continuous local government service at the beginning of the 11th week before the EWC shall be the employee's entitlement to Statutory Maternity Pay (SMP), where eligible.

(b) Payments for employees who have completed 1 year's continuous local government service at the 11th week before the EWC shall be as follows:-

(i) For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.

(ii) An employee who declares in writing that she intends to return to work will for the subsequent 12 weeks' absence receive half a week's pay plus SMP, where eligible, without deduction except by the extent to which the combined pay and SMP (or MA and any dependant's allowances if the employee is not eligible for SMP) exceeds full pay. Alternatively the equivalent amount (i.e. 6 weeks' pay) may be paid on any other mutually agreed distribution.

For the remainder of the maternity leave period the employee will receive their entitlement to SMP (currently 39 weeks in total), where eligible.

(iii) For employees not intending to return to work payments during their maternity leave period following the first 6 weeks will be their entitlement to SMP (currently 39 weeks in total), where eligible.

(iv) Payments made by the authority during maternity leave under (ii) above shall be made on the understanding that the employee will return to local authority employment for a period of at least three months, which may be varied by the local authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the employee by way of SMP are not refundable.

11.6 Right to Return To Work

(a) Subject to (b) to return to the job in which she was employed under her original contract of employment and on terms and conditions not

less favourable than those which would have been applicable to her if she had not been absent. "Job", for this purpose, means the nature of the work which she is employed to do and the capacity and place in which she is so employed.

(b) Where it is not practicable by reason of redundancy for the authority to permit her to return to work in her job as defined in (a) above the employee shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.

(c) Suitable alternative employment may also be offered if exceptional circumstances other than redundancy (e.g. a general reorganisation), which would have occurred if the employee had not been absent, necessitate a change in the job in which she was employed prior to her absence.

The work to be done should be suitable to her and appropriate to the circumstances and the capacity and place in which she is to be employed and her terms and conditions of employment should not be less favourable to her than if she had been able to return to the job in which she was originally employed.

11.7 Exercise of the Right to Return to Work

(a) Return before the end of the maternity leave period

(i) An employee shall notify the authority in writing if requested, at least 21 days before the day on which she proposes to return if this is before the end of the maternity leave period. Where the notice given is less than 21 days the employer may postpone the return to ensure 21 days' notice, but not beyond the end of the maternity leave period.

(ii) If an employee changes her mind about the day she proposes to return, she must give her employer 21 days' notice of the new date, if this is **earlier** than the original date (see 11.7(a)(i)) she notified **or** if she is now proposing to return **later** than the original date, she must give notice of the new return date 21 days before the original return date.

(b) All employees

(i) Where an employee is unable to return on the expected day due to sickness the absence will be covered by the sickness scheme in the normal way.

(ii) For an employee where, because of an interruption of work (whether due to industrial action or some other reason), it is unreasonable to expect her to return on the due date, she may instead return when work resumes, or as soon as reasonably practicable thereafter.

(c) Return to work - Flexible Working arrangements

Authorities should consider the full range of flexible working arrangements and support facilities for employees returning to work. The needs of breastfeeding employees should be taken into account. The Health & Safety Executive has produced guidance that employers should refer to if a facility for breastfeeding is requested.

11.8 Relationship with Sickness and Annual Leave

(a) Maternity leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness leave.

(b) Ordinary maternity leave and additional maternity leave shall be regarded as continuous service for the purposes of the National Joint Council's sickness and maternity schemes and annual leave. Annual leave continues to accrue during both ordinary and additional maternity leave.

11.9 Definitions

(a) **A Week's Pay**

The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the authority to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

(b) **Childbirth**

Childbirth means the live birth of a child, or a still birth after a pregnancy lasting at least 24 weeks

(c) Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

12. CAR ALLOWANCES

- 12.1 Where an employing authority authorises an employee to use a private car on official business, the employee will receive an allowance in accordance with the provision set out in Part 3.

13. REIMBURSEMENT OF EXPENDITURE

- 13.1 Employees necessarily incurring additional expense in the course of their work in respect of travel, meals or overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced, in accordance with local arrangements.
- 13.2 Employees will be reimbursed the additional costs arising from a compulsory change in their place of work, according to locally negotiated schemes establishing approved items of expenditure and periods of reimbursement.
- 13.3 Where an authority requires an employee to possess a Heavy Goods Vehicle, Passenger Service Vehicle and/or other special driving licence, the authority shall meet the renewal costs.

14. CONTINUOUS SERVICE

- 14.1 For the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme continuous service will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies.
- 14.2 Where an employee returns to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependants he or she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break in service does not exceed eight years and that no permanent paid full time employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years time limit does not apply provided that no permanent full time employment has intervened.
- 14.3 Where an employee is transferred to an organisation not covered by the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999, continuity of service is protected under the TUPE Regulations where there is a TUPE transfer. Where an employee returns in such circumstances, without a break between employments, all previous continuous service will be recognised for the purposes of calculation of entitlements to annual leave, occupational maternity leave/pay and occupational sick pay. This is subject to the return to service being within five years of the original transfer.

Note: This agreement applies to all employees who have returned to local government service since 1 April 1998 however the calculation of the resulting benefits, such as additional leave, will only take effect as and from 1 April 2002.

15. PERIOD OF NOTICE TO TERMINATE EMPLOYMENT

15.1 **Employer**

The minimum periods of notice to be given by an employer are governed by the Employment Rights Act 1996:

Continuous Service	Period of Notice
One month or more but less than two years	Not less than one week
Two years or more but less than twelve years	Not less than one week for each year of continuous service
Twelve years or more	Not less than twelve weeks

15.2 Employee

The minimum period of notice to terminate employment given by an employee shall be the ordinary period from one pay period to the next.

16. GRIEVANCE PROCEDURES

- 16.1 The employing authority should ensure that all employees are aware of the person to whom they should apply in the event of their having a grievance and of the procedure to be followed in that instance. These procedures should accord with ACAS guidance.

17. DISCIPLINARY PROCEDURES

- 17.1 The employing authority should ensure that all employees are aware of the disciplinary rules and procedures that apply. All employees should also be aware to whom they can apply if they are dissatisfied with any disciplinary decision. These procedures should accord with legal requirements and with the ACAS Code of Practice and guidance.

18. TRADE UNION FACILITIES

- 18.1 Authorities shall in accordance with the ACAS code provide the recognised trade unions with facilities necessary to carry out their functions, including paid leave of absence to attend meetings concerned with the work of the JNC and Provincial Councils and the operation of a check off system whereby, with the consent of the individual, trade union dues are deducted from pay.

19. LONDON AND FRINGE AREA ALLOWANCES

- 19.1 London and fringe area allowances will continue to be paid in those authorities where they apply at 1 April 1998 and will be uprated in line with subsequent national pay settlements. This provision will apply until alternative arrangements are formally agreed by the relevant provincial councils. Likewise all national provisions relating to London and Fringe Area Allowances existing at 31 March 1998 will continue to apply unless they are changed by agreement in the appropriate negotiating body. These allowances will also apply as outlined above to all employees appointed in the authorities concerned after 1 April 1998.

PART 2 APPENDIX 1: PAY FOR CRAFT AND ASSOCIATED EMPLOYEES

1. CRAFT & ASSOCIATED EMPLOYEES

Pay for craft & associated employees from the pay week including **1 April 2008** are as follows:

Designation	1 Apr 08 Per Week	1 Apr 08 Per Annum
Building Labourer	240.82	12,557
Heating & Ventilation Mate	272.17	14,192
Building Craft Operative	274.51	14,314
Plumber	293.98	15,329
Engineer & Electrician	303.45	15,823

2. CHARGEHANDS AND TRADES SUPERVISORS

2.1 The minimum differentials for Chargehands and Trades Supervisors above the craft basic rate are:-

Chargehands	+7 per cent
Trades Supervisor (Single Trade)	+15 per cent
Trades Supervisor (Multi Trade)	+20 per cent

2.2 These rates do not constitute the rate for the calculation of bonus, but should be added to the rate for the calculation of overtime and other premium payments. The definitions to be used for these categories are detailed below.

2.3 A **Chargehand** is a working operative with a measure of responsibility for the work of a number of craft operatives and/or apprentices and/or labourers within his/her own discipline, who takes routine decisions regarding the organisation of work, materials, plant and employees.

2.4 A **Trades Supervisor (Single Trade)** is an employee who rarely if ever works with tools; who is employed as a supervisor of one discipline; and who has significant responsibility in one or more of the following areas:

- (a) allocation of work in such a way as to maximise output;
- (b) organisation of work in such a way as to make best use of resources;
- (c) monitoring the quality of the work carried out and drawing appropriate attention to defective or substandard work;
- (d) determination of logical work programmes within the priorities defined by the employer.

2.5 A **Trades Supervisor (Multi-Trade)** is an employee who is qualified as a Trades Supervisor but who supervises two or more disciplines

3. APPRENTICES & TRAINEES

RATES LINKED TO RESPECTIVE CRAFT RATES EXPRESSED IN PERCENTAGE EQUIVALENTS OF THE FULLTIME CRAFTWORKERS RATE OF PAY.

3.1 Building & Civil Engineering Apprentices (excluding plumbers)

(a) Building Industry Apprentices following a recognised training course. Rate per week and rate for calculation of overtime and other premium payments from the pay week including **1 April 2008** are as follows (percentage of full time rate is denoted in brackets).

Age at Entry	1 st Year	2 nd Year and Until Skills Test or NVQ Level 2 is Passed	On Passing Skills Test or NVQ Level 2
	1 Apr 08	1 Apr 08	1 Apr 08
16 Years	£150.99 (55%)	£192.17 (70%)	£260.80 (95%)
17 Years	£150.99 (55%)	£233.35 (85%)	£260.80 (95%)

(b) Building and Civil Engineering entrants over 18 years of age. Normal period of three years. Rate per week and rate for calculation of overtime and other premium payments from the pay week including **1 April 2008** are as follows (percentage of full time rate is denoted in brackets).

Age at Entry	1 st Year	2 nd Year	3 rd Year
	1 Apr 08	1 Apr 08	1 Apr 08
Entrants over 18 Years	£233.35 (85%)	£247.07 (90%)	£260.80 (95%)

(c) Young Labourers. When 16 and 17 year olds are not fulfilling the full duties of a Building Labourer locally determined rates will apply.

3.2 Apprentice Plumbers

Plumbing Apprentices following a recognised training course. Rate per week and rate for calculation of overtime and other premium payments from the pay week including **1 April 2008** are as follows (percentage of full time rate is denoted in brackets). * Plumbing Apprentices with no ACS

Age at Entry	1 st Year	2 nd Year	3 rd Year	4 th Year*	4 th Year
	1 Apr 08	1 Apr 08	1 Apr 08	1 Apr 08*	1 Apr 08
16 Yrs	£161.69 (55%)	£205.78 (70%)	£264.58 (90%)	£270.45 (92%)*	£279.27 (95%)
17 Yrs	£161.69 (55%)	£235.17 (80%)	£264.58 (90%)	£270.45 (92%)*	£279.27 (95%)
18 Yrs +	£235.17 (80%)	£249.88 (85%)	£264.58 (90%)	£270.45 (92%)*	£279.27 (95%)

3.3 Apprentice Engineers & Electricians

Engineering and Electrical Apprentices following a recognised training course. Rate per week and rate for calculation of overtime and other premium payments from the pay week including **1 April 2008** are as follows (percentage of full time rate is denoted in brackets).

Age at Entry	1 st Year	2 nd Year	3 rd Year	4 th Year
	1 Apr 08	1 Apr 08	1 Apr 08	1 Apr 08
16 Yrs	£166.90 (55%)	£212.42 (70%)	£273.11 (90%)	£288.28 (95%)
17 Yrs	£166.90 (55%)	£242.77 (80%)	£273.11 (90%)	£288.28 (95%)
18 Yrs +	£242.77 (80%)	£257.94 (85%)	£273.11 (90%)	£288.28 (95%)

4. LONDON & FRINGE AREA ALLOWANCES

4.1 Agreement has been reached for increases in the London and Fringe Area Allowances. The new allowances, to operate from the pay week including **1 April 2008** are as follows:

	1 Apr 08
Greater London Area	£2,381
Inner Fringe	£788
Outer Fringe	£548

4.2 Existing Allowances – Merging

Employees in receipt of local allowances exceeding the allowances set out above will continue to receive such allowances on a personally protected basis, subject to the excess merging in any future increases in fringe area allowances.

4.3 Calculation of Bonus, Overtime and Other Premia

The allowances set out above will not be taken into account in the calculation of bonus, overtime, shift and other premium payments with the following exception: employees whose place of employment falls within an area which prior to the date and terms of this settlement previously attracted the London or any similar allowance will be entitled to have bonus, overtime and other premium payments calculated on the amount of the previous allowance (if any) taken into account for this purpose before the date of this settlement.

PART 2 APPENDIX 2: GUARANTEED MINIMUM BONUS

1. The National Agreement provides for a Guaranteed Minimum Bonus to apply at local levels as follows:-
 - (a) Employees covered by incentive schemes and/or productivity agreements and thereby in receipt of bonus earnings will, from the pay week including 1st September 1988, be subject to a guaranteed minimum bonus level of the appropriate nationally agreed basic rate.
 - (b) Employees not covered by incentive schemes and/or productivity agreements fall into one of two categories:-
 - (i) those whose work as organised does not lend itself to inclusion in a scheme;
 - (ii) those who, for any other reason, have not been subject to incentive arrangements (for example - because an authority has not attempted to introduce an incentive scheme or productivity agreement).

For employees in category (i) there has to be local agreement that the employees cannot be brought within the scope of a scheme. If there is local agreement then the guaranteed minimum bonus does not apply. If there is no local agreement then, from the pay week including 1st March 1989, these employees will be subject to a guaranteed minimum bonus of 12.5% of the appropriate nationally agreed basic rate.

For employees in category (ii) they will, from the pay week including 1st March 1989, be subject to a guaranteed minimum bonus of 12.5% of the appropriate nationally agreed basic rate.

2. The following conditions will apply to the application of the guaranteed minimum bonus:
 - (a) the guaranteed minimum bonus will not count for overtime calculation or other premium payments;
 - (b) the guaranteed minimum bonus may, by agreement at local level, be expressed as the average weekly amount over up to eight weeks;
 - (c) the guaranteed minimum bonus will count for holidays, including public holidays;

- (d) the guaranteed minimum bonus will count for absence due to sickness;
- (e) the guaranteed minimum bonus will apply for absence due to industrial disease or accident;
- (f) the guaranteed minimum bonus will apply pro-rata on a daily basis where full weeks are not worked;
- (g) the guaranteed minimum bonus will be set off against all other bonus and/or productivity payments and will not be paid in addition to them.

PART 2 APPENDIX 3: EXTRA PAYMENTS AND ALLOWANCES

1. EXTRA PAYMENTS FOR CONTINUOUS EXTRA SKILL OR RESPONSIBILITY

- 1.1 The extra payments set out below form part of the operatives basic rate and will be used for the calculation of overtime.
- 1.2 The under mentioned classes of operatives engaged and employed whole time in occupations specified shall receive respective extra payments prescribed (in each case above the labourers basic rate). The code letters appended to the classes of operatives cross refer to the following schedules of extra payments.
- 1.3 With effect from the pay week including **1 April 2008** the following extra payments will apply:
- 1.4 **Building & Civil Engineering**

Code Letter	Above Labourers' Basic Rate Per Week
	1 Apr 08
	£
A	£11.38
B	£12.30
C	£14.57
D	£20.49
E	£22.32
F	£23.23
G	£25.95
H	£27.32
I	£32.33
J	£33.23
K	£36.43
L	£37.79
M	£39.16
N	£43.71

Designation	Code Letter
Timber Operative Timber operative, recognised as such, not less than	F
Compressors Diesel (portable) or petrol air compressing machine Driver of	B

Concrete Mixers

Operative employed in and actually responsible for operating a concrete mixer up to and including 10/7 capacity, or mortar-pan or barrow hoist (to apply to one operative per machine only) A

Operative employed in and actually responsible for operating a mixer over 10/7 but not including 21/14 capacity (to apply to one operative per machine only) D

Mechanical Drag Shovel: Operator of C

Cranes, Hoist and Fork Lift Trucks

Power - driven travelling crane and overhead traveller: Driver of F

Banks operative appointed to attend crane and to be responsible for fastening or slinging loads and generally to direct crane driver (This extra payment is not directly payable to a signal operative) D

Power-driven crane or hoist up to and including 2 tons (2000kg) capacity: Driver of C

Over 2 tons (2000kg) capacity: Driver of D

Smooth -terrain fork-lift truck or side-loader; up to and including 3 tons (3000kg) capacity: Driver of C

Over 3 tons(3000kg) capacity: Driver of D

Rough terrain fork-lift truck driver; up to and including 3 tons (3000kg) capacity: Driver of D

Over 3 tons (3000kg) capacity: Driver of H

Self-propelled Mobile Crane on road wheels or caterpillar tracks: capacity over 30 cwts (1500 kg) and up to and including 2 tons (2000kg) Driver of F

Over 2 tons (2000kg) capacity: Driver of J

Travelling or Climbing Tower Cranes; up to and including 2 tons (2000kg) capacity: Driver of F

Over 2 tons (2000kg) and up to 5 tons (5000kg) capacity: Driver of J

Over 5 tons (5000kg) capacity: Driver of M

Derricks

Power-driven derrick; up to and including 5 tons (5000kg) capacity:
Driver of I

Over 5 tons (5000kg) capacity: Driver of L

Dumpers

Dumper up to and including 2 tons (2000kg) capacity: Driver of C

Over 2 tons and up to and including 7 tons (7000kg) capacity Driver
of F

Over 7 tons (7000kg) capacity: Driver of K

Excavators

Excavator with rated capacity up to and including three eighths
of a cubic yard: Driver of D

Over three eighths of a cu yd and up to three quarters cu yd capacity:
Driver of J

Over three quarters cu.yd capacity: Driver of N

Pumps

Power -driven pump: Attendant of Road Rollers A

Hand Roller (power driven): Operator of A

Power-Roller
Under 4 tons (4000kg): Driver of C

4 tons (4000kg) and over: Driver of F

Tractors

Calf-dozer: Driver of C

Rubber-tyred tractor towing trailer: Driver of C

Wheeled or tracked tractor (other than above) or shovel-loader up to
and including 70hp: Driver of G

Over 70hp: Driver of J

Winches

Power-driven winch: Operator of E

Mechanical Barrow

Operator of A

Elevators

Mechanical Elevator: Operator of A

Pipelayers and Jointers

Pipes up to but not including 12in (300mm) diameter:
Layer of C

12in (300mm) diameter or over: Layer of D

Pipe-jointer (stoneware or concrete pipes) C

Trenching Machines

Trenching Machine up to and including 30hp: Operator of D

Over 30hp: Operator of J

Concrete Workers

Concrete leveller or vibrator operator A

Concrete surface finisher (working off forms or other datum, e.g.
road-form concrete haunch, edge beam or wire) C

(Note: the extra payments described above are not intended to apply to Concrete Finishers required to use hand and/or power tools to provide a fine finish who normally receive the equivalent or the craft operatives' rate).

1.5 Plumbers & Engineering Craftsmen

(a) Where a plumber who has met the appropriate ACOP standard and holds a Registration Card, is required by the local authority on a regular and ongoing basis to use those skills on gas installation, he/she will be paid a supplement as shown below from the pay week including **1 April 2008**.

1 Apr 08

£9.50

(b) With effect from the pay week including **1 April 2008** Plumbers/Welders and Heating & Ventilating Engineers required by an authority to possess one or more current certificates of competency in welding who are designated as plumbers/welders or Heating & Ventilating Engineers/Welders by an authority shall be paid the following supplements:

	1 Apr 08
Gas or ARC Certificate	£0.39
Gas and ARC Certificate	£0.78

The certificate is that issued on behalf of the Joint Conciliation Committee (Heating & Ventilating). Particulars of the certification scheme are obtainable on application to the aforementioned body.

1.6 Electricians

In addition to the rates set out in Appendix 1 Para 1.1 the plus rates shown below will be payable hourly with effect from the pay week including **1 April 2008** are as follows: and are to be taken into account for all purposes. They shall be paid to electricians who are required to perform exacting diagnostic work over a wide range of modern electronic and control equipment, in addition to more usual maintenance or new work. This payment when made to an electrician shall absorb any existing payment to him related to the exercise of higher skills. It will be for the authority to determine, after consultation, which electricians, if any, shall receive the plus rate. In the event of disagreement the signatories to this agreement will be available for advice.

1 Apr 08
£0.48

2. Extra Payments for Intermittent Responsibility

With effect from the pay week including **1 April 2008** the following extra payments will apply:

	1 Apr 08
Labourer erecting, altering or dismantling simple access scaffolding with a working platform no higher than 5 metres	£0.14
Operatives, other than craft operatives, employed on dry-cleaning stonework by mechanical process for the removal of protective material and/or discoloration. (Employers to provide suitable masks)	£0.65

3. MISCELLANEOUS EXTRA PAYMENTS

3.1 Extra Payment for Work in Discomfort And Inconvenience

General Note:

The extra payments provided are simple additions to basic plain-time lost through causes beyond the control of the parties. With effect from **1 April 2008** the following extra payments will apply.

3.2 Extra Payment for Work in Discomfort & Inconvenience

With effect from the pay week including **1 April 2008** falls the following extra payments will apply.

(a) Work at Heights

Detached Work Calculated from the Point of Control	1 Apr 08
Above 15m and up to 30m	£0.05
Above 30m and up to 45m	£0.08
Above 45m and up to 60m	£0.30
Above 60m and up to 75m	£0.39
Above 75m and up to 90m	£0.47
'Exposed Work' at Height on Buildings	
Above 40m and up to 50m	£0.03
Above 50m and up to 60m	£0.05
Above 60m and up to 75m	£0.08

The extra payments to be increased by 2.0p per hour for each 15 metres above 75 metres

Operating a Free-Standing Tower Crane from a Control Platform Above Ground Level	1 Apr 08
Control platform over 15m and up to 30m above ground level	£0.03
Control platform over 30m and up to 45m above ground level	£0.05
Control platform over 45m above ground level	£0.08
Work in Swings, Cradles or Boats, or Boatswains Chairs	£0.36

(b) Furnace Firebrick Work & Acid-Resisting Brickwork

	1 Apr 08
Furnace or similar hot work up to 49°C (120°F)	£0.05
For brickwork involving the use of acid-resisting bonding material	£0.08

(c) General

Exceptional kinds of work lasting more than 1 hour in conditions that involve:

1 Apr 08

work in water and/or close contact with dirt or filth and/or prolonged exposure to dust or spray or particles of a kind likely to cause irritation and/or prolonged exposure to the special conditions met in confined underground spaces (such as tunnels or deep basements) and in trenches, pits and wells 6 metres or more below ground level, namely poor ventilation or light, dampness, dust or the noise resulting from the use in such spaces of mechanical plant tools and/or work in artificially low temperatures below 5°C (41°F) such as in refrigerated or cold stores	£0.10
repair or active independent sewers or cleaning out independent: sewage plants, filter beds septic tanks and cess pools	£0.20
Labourers when using in the course of their normal work mechanically driven compressed air or percussive drills, picks, spades, rammers, tampers or hammers	£0.10
When using a cartridge operated rivet gun	£0.10
Painters using in the course of their normal work air supplied or airless paint spray machines	£0.10

PART 2 APPENDIX 4: TOOL ALLOWANCES

1. Engineers & Electricians

Agreement has been reached for increases in Tool Allowances. This allowance will apply only where tools are not provided by the Authority. The new allowances, to operate from the pay week including **1 April 2008** are as follows:

1 Apr 08
£6.81

2. Builders

The tool allowances have been increased in line with other allowances from the pay week including **1 April 2008** are as follows:

	PER WEEK
	1 Apr 08
Carpenters	£6.30
Bank Masons	£4.94
Mason Fixers	£3.21
Plasterers	£3.21
Bricklayers	£3.21
Painters (overall allowance)	£3.21
Wall and Floor Tilers	£3.21
Street Masons and Paviours	£3.21
Plumbers	£7.25
Carpenters and Joiner Apprentices	£6.30
Mason (banker of fixer) Apprentices	£3.21
Painter Apprentices (overall allowances)	£3.21
Plasterer Apprentices	£3.21
Bricklayer Apprentices	£3.21
Plumber Apprentices	£7.25

3. Storage of Tools & Clothing

- 3.1 Where practicable and reasonable on a site or job or in a shop, the employer shall provide adequate lock-up or lock-up boxes where tools can be left at the owner's risk. In instances where employees are required to visit a number of sites on a regular and ongoing basis as part of their normal duties the vehicle designated for this purpose shall also be used for locking up tools. These requirements provide always that the employer shall accept liability as shown below for the pay week including **1 April 2008** for any losses caused by fire or theft to tools properly secured by an employee in such lock-up or lock-up boxes;

1 Apr 08

£1,305

and

- 3.2 Where an employee leaves clothing in accommodation provided by the employer as required by Regulation II of the Construction (Health and Welfare) Regulations, 1966, the employer shall be liable up to a maximum of £30 loss of such clothing through fire.

PART 3: OTHER NATIONAL PROVISIONS

1. Working Arrangements
2. Travelling Time
3. Working Conditions
4. Training and Development
5. Sickness Scheme
6. Child Care and Dependants
7. Car Allowances
8. Payments to Employees in the Event of Death or Permanent Disablement Arising from Assault

PART3 APPENDIX 1: Car Allowances

PART 3: OTHER NATIONAL PROVISIONS

1. WORKING ARRANGEMENTS

- 1.1 The arrangement of the working week shall be determined by the authority in consultation with the recognised unions with a view to reaching agreement. The working week of individual employees may vary from the standard of 37 hours (36 in London) provided that the individual's average over a pre-determined period does not exceed the standard working week over the same period.
- 1.2 In determining working arrangements to suit the needs of the service, authorities will take into account the circumstances of individuals and groups of individuals. Working time arrangements should avoid (a) short notice changes to rostered or expected patterns of work (b) excessive hours in any particular week and (c) unnecessarily long periods over which the weekly hours are arranged.
- 1.3 Employees who are required to work (a) beyond the full-time equivalent hours for the week in question or (b) on Saturday or Sunday or (c) at night or (d) on public holidays or (e) other non-standard working arrangements are entitled to compensation as set out in sub-paragraphs (a) below.
- 1.4 As an alternative, an inclusive rate of pay to recognise these requirements may be negotiated locally in accordance with the arrangements for modifying Part 3 provisions.

(a) **Additional Hours**

Employees who are required to work additional hours beyond their working week are entitled to receive enhancements on the following basis:

Monday to Saturday	Time and a half
Sundays and Public and Extra Statutory holidays	Double time (min 2 hours)

(Part-time employees are entitled to these enhancements only at times and in circumstances in which full-time employees in the establishment would qualify. Otherwise a full working week for full-time employees shall be worked by a part-time employee before these enhancements apply).

(b) **Saturday and Sunday Working**

Employees who are required to work on Saturday and/or Sunday as part of their normal working week are entitled to an enhancement.

Saturday	Time and a half
Sunday	Double time

(c) **Night Work**

Employees who work at night as part of their normal working week are entitled to receive an enhancement of time and one third for all hours worked between 8.00 p.m. and 6.00 am.

(d) **Public and Extra Statutory Holidays**

Employees required to work on a public and extra statutory holiday shall, in addition to the normal pay for that day, be paid at plain time rate for all hours worked within their normal working hours 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
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Time worked more than half the normal working hours on that day	Full Day
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(e) **Other non-standard working patterns**

Where employees are engaged in non-standard patterns of work other than those covered by (a) to (d) above, local arrangements for compensation will be negotiated. This will include, for example:-

- (i) shift working
- (ii) free and rest day working
- (iii) evening working
- (iv) recall to work (including travel time)
- (v) standby duty
- (vi) unavoidable split shift or split duty working.
- (vii) irregular hours working

2. TRAVELLING TIME

- 2.1 Payment of daily travelling time allowances and reimbursement of travelling expenses shall be made to employees who start and/or finish work at normal starting and finishing times on jobs other than on sites or depots to which they normally report for work on the following basis:

- (a) Travelling both ways in transport provided by the local authority in time for which wages are paid:
No payment
- (b) Travelling both ways in transport provided by the local authority in time for which wages are not paid:
Plain time rates on the basis of a time allowance of five minutes per mile one way beyond the fringe area
- (c) Travelling both ways by public or other conveyance in time for which wages are not paid:
 - (i) Plain time rates on the basis of a time allowance of five minutes per mile one way beyond the free area
 - (ii) Fares both way beyond the free area

2.2 The free area shall be the area within the mileage radius operating under local building trade arrangements around the site or depot to which the employee normally reports to work. The allowance shall not be payable where an employee on his first engagement is set on at the job. This agreement shall be without prejudice to any mutually acceptable arrangements which have been made locally.

3. WORKING CONDITIONS

- 3.1 The rates of pay cover the working conditions normal to the work of a particular craft or trade. Where conditions are abnormal or obnoxious to an extent which is not normally inherent in the craft or trade additional payments may be made.
- 3.2 The JNC agreement covers a number of specific conditions and the additional payments are set out in Part 2 Appendix.3. In other such conditions local additional payments may be determined.
- 3.3 As an alternative, an inclusive rate of pay may be negotiated locally to recognise the specific conditions, where they occur on a more regular basis.

5. SICKNESS SCHEME

- 5.1 An employee shall not be entitled to claim sick pay under the scheme unless:
 - (i) notification is made immediately to the person identified for this purpose by the authority;
 - (ii) further notification is made as required by the authority; a doctor's statement is submitted to the authority not later than the eighth calendar day of absence;
 - (iii) subsequent doctor's statements are submitted as necessary;

- (iv) in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to the authority a final statement as to fitness to resume duties;
 - (v) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.
- 5.2 An employee shall, if required by the authority at any time, submit to a medical examination by a medical practitioner nominated by the authority, subject to the provisions of the access to Medical Reports Act 1988 where applicable. Any costs associated with the examination should be met by the employing authority. Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee.
- 5.3 Where, for the purpose of qualifying for sick pay under the scheme, an authority requires a doctor's statement from an employee, the authority will reimburse the employee the cost of such a statement on the provision of a receipt.
- 5.4 An employee who falls sick during the course of annual leave shall be regarded as being on sick leave from the date of a doctor's statement
- 5.5 Where an employee is receiving sick pay under the scheme, sick pay should continue if a public or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday should be given.
- 5.6 Widows and married women exercising their right to be excepted from the payment of full rate National Insurance Contributions shall be deemed to be insured in their own right for all National Insurance benefits.

6. CHILD CARE AND DEPENDANTS

- 6.1 Authorities should take reasonable steps to ensure adequate support for employees with responsibilities for children and dependants.

7. CAR ALLOWANCES

- 7.1 Employees required to use their vehicles for the efficient performance of their duties will receive allowances for the use of their vehicles on business only after being so authorised by the local authority. The local authority may determine whether the use is casual or essential and the cubic capacity of car considered appropriate.

- 7.2 Essential users are those whose duties are of such a nature that it is essential for them to have a car at their disposal whenever required. If the employee uses a private car in carrying out those official duties then they shall be entitled to receive the lump sum allowance and mileage rates set out below.
- 7.3 Where a car is not in use as a result of either a mechanical defect or the absence of the officer through illness;
- (i) The lump sum payments should be paid for the remainder of the month in which the car first went out of use, and for a further three months thereafter. For the following three months, payment should be made at the rate of 50% of the lump sum payment.
 - (ii) During the period when a car is off the road for repairs, reimbursement in respect of travel by other forms of transport should be made by the employing authority.
- 7.4 Casual users are those for whom it is desirable that a car should be available when required.
- 7.5 An authorised car user may apply to the authority for financial assistance to purchase a car.
- 7.6 The allowances are contained in **Appendix 1** and will be reviewed each year to take effect from 1 April or during the year as necessary.

Notes. (a) *Where a local authority authorises the use of a car in excess of 1450 cc it should fix an allowance not lower than that prescribed for the category 1200 to 1450 cc. The lowest category of allowance (451 to 999 cc) shall be payable only to employees actually using a vehicle with an engine falling into the 451 to 999 cc category.*

The scale of allowance to be paid to authorised employees of a local authority for the casual use of private motor cars whilst engaged on official duties operates so that a casual user does not at any mileage figure receive more than would have been received under the essential user allowance.

8. PAYMENTS TO EMPLOYEES IN THE EVENT OF DEATH OR PERMANENT DISABLEMENT ARISING FROM ASSAULT

- 8.1 Employing authorities shall make payments in accordance with subparagraph (8.2) hereof to any employee or, in the event of death, jointly to the dependants of any employee whose contract of service incorporates this Scheme of Conditions of Service as amended from time to time, in the event of death or permanent disablement of the

employee arising from a violent or criminal assault suffered by an employee in the course, or as a consequence, of their employment.

8.2 The amounts payable under sub-paragraph (8.1) are as follows:-

- (i) In the event of death within twelve months from the date of the assault and, in the opinion of the employing authority, by reason thereof, where the employee has left one or more dependants, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000, whichever is the greater. Where the employee has left no dependants, the sum of £950 shall be payable.
- (ii) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out in this Scheme of five times gross remuneration applying at the date of the assault or £35,000, whichever is the greater; provided that such payments shall, at the discretion of the employing authority, be reduced by the amount of any damages, or compensation recoverable in respect of the particular injuries.

Note: "Dependants" in this paragraph means (a) spouse residing with the employee at the date of death or, if not residing, wholly or substantially supported by the employee: and/or (b) a child who was wholly or mainly dependant on the employee at the date of death and who has either not attained the age of 17 or who has since attaining the age of 17 has been engaged continuously in full time education or in training for a trade, profession or vocation; and/or (c) where they are wholly or substantially supported by the employee, a parent, brother or sister, or a son or daughter in excess of the limits referred to in (b) above.

8.3 This recommendation is not intended to prevent an employing authority from paying amounts exceeding those specified in sub paragraph (8.2) if it is considered to be reasonable to do so or from providing also for circumstances other than assault if the authority is satisfied that such a provision can lawfully be made.

8.4 **Scale of Compensation**

- (i) Death total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within twelve months from the date of the assault.....100%
- (ii) Permanent total and absolute disablement (other than as stated at Item 1) from engaging in or giving attention to any

profession or occupation of any kind.....100%

(iii) Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:

(a)	Total loss of hearing in both ears	40%
(b)	Total loss of hearing in one ear	10%
(c)	Complete loss of use of hip or knee or ankle	20%
(d)	Removal of the lower jaw by surgical operation	30%
(e)	Fractured leg or foot with established non-union	25%
(f)	Fractured knee-cap with established non-union	20%
(g)	Shortening of a leg by at least 3 centimetres	15%
(h)	Loss by amputation or complete loss of :	

	Right	Left	
	To be reversed if insured person is left handed		
(i)	one thumb	20%	17.5%
(ii)	one index finger	15%	12.5%
(iii)	any other finger	10%	7.5%
(iv)	one big toe	10%	10%
(v)	any other toe	3%	3%
(i)	Complete loss of use of shoulder or elbow	25%	20%
(j)	Complete loss of use of wrist	20%	15%

PART 3 APPENDIX 1: CAR ALLOWANCES

The rates of car allowances with effect from **1 April 2008** are set out below:

	451 – 999cc	1000 - 1199cc	1200 - 1450cc
<u>Essential Users</u>			
Lump sum per annum	£753	£849	£1,095
per mile first 8,500	34.0p	36.9p	45.8p
per mile after 8,500	13.3p	13.6p	15.8p
Petrol Element	9.227p	9.804p	10.695p
Amount of VAT per mile in petrol element	1.203p	1.278p	1.395p
<u>Casual Users</u>			
per mile first 8,500	42.9p	46.9p	58.7p
per mile after 8,500	13.3p	13.6p	15.8p
Petrol Element	9.227p	9.804p	10.695p
Amount of VAT per mile in petrol element	1.203p	1.278p	1.395p

These allowances are based on a price of **103.52p per litre (470.6p per gallon)** for unleaded petrol (based on actual pump prices in the first two weeks of January [as surveyed by the Automobile Association on behalf of the Society of Motor Manufacturers and Traders] in accordance with the jointly agreed formula for calculating the allowances each year).

PART 4: JOINT ADVICE

PART 4.1: EQUAL OPPORTUNITIES GUIDE

INTRODUCTION

The Joint Negotiating Committee believes that it is important for public bodies such as local authorities to give a lead on good equal opportunities practice. Both local authorities and trade unions intend to be at the forefront of work on equal opportunities and this Guide is part of that commitment. If local councils are to retain the confidence of all the communities they aim to serve they should reflect the make-up of these communities within their workforce. And, as a focal point of community opinion, they should lead the drive for equal opportunities by example. As employers they are covered by the sex discrimination legislation and the legislation aimed at improving the employment opportunities of people with disabilities. Additionally local authorities have a specific duty to promote racial equality in employment.

Equality of opportunity makes good business sense. Making equal opportunities a cornerstone of their work helps councils to:

- use resources efficiently and effectively to deliver quality services;
- combat discrimination against particular groups in the workforce and the community;
- make the most of their greatest asset - the workforce;
- recruit and retain quality staff;
- improve motivation and performance;
- reflect the composition and diversity of the local community at all levels of the workforce;
- break down the barriers of discrimination and nurture cooperation.

Although steps have been taken to reduce direct discrimination in recent years, indirect discrimination is still a major problem. Inferior conditions of service for part-time workers (who are mainly women), access to employment and services for disabled people and other less obvious but no less important areas of discrimination exclude groups of people from the workforce or deny

them equal employment rights, opportunities for advancement and career progression.

This Guide is intended to be a reference document which sets out practical principles local authorities can adopt as employers to further equal opportunities. It is also written as guidance for elected members, managers, employees (and potential employees), and trade unionists. Personnel managers, equal opportunities specialists and other experts who need to implement personnel policies have their own sources of advice. It is not the purpose of this Guide to supplant those sources, and a list of publications which develop practical approaches to the detailed aspects of implementing equal opportunities is included as an **Appendix**.

Each Section of the Guide is set out to convey a range of actions to achieve each aim. However, the National Council acknowledges that there is a wide variation between the size of authorities, the make-up of their populations and the committee systems and management structures authorities have adopted to pursue their policies. The National Council therefore acknowledges that local councils will need to select the appropriate measures to match their circumstances - a single approach by all authorities would not be sensible.

THE EQUAL OPPORTUNITIES POLICY AND ITS IMPLEMENTATION

AIM

To produce a framework for equal opportunities practice across the authority and the means of implementing it.

ACTIONS

- Develop a policy which suits the needs of the authority, by consulting senior managers, trade union representatives and local community organisations along with the recognised sources of advice;
- Establish effective mechanisms for putting the policy into effect. Whatever the mechanism chosen there should be a requirement to present an annual progress report;
- Decide on targets which promote equality of opportunity. These will vary between authorities as no two authorities will start from the same position or have the same challenges. This may require an equalities audit done in consultation with the trade unions;
- Set realistic deadlines to achieve the targets. The disciplines of a timetable are important but the deadlines must be achievable;
- Build in ways of monitoring progress;

- Identify those accountable for implementing the elements of the plan. No one should be in doubt about who is doing what;
- Write into the plan review dates and criteria. As targets are achieved or other issues arise, the action plan may need to be modified and other priorities set.

COMMENTS

The Equal Opportunities Policy

The policy will contain a statement of commitment which sets out its scope and can be used as a summary of the council's position. It will describe clear objectives and priorities and include measurable targets. The commitment of the council, its top managers and its trade unions must be demonstrated. Finally the policy needs to be publicised to managers and supervisors, to staff, potential employees and the local community.

The Measures Covered by the Action Plan

The targets within the action plan are aimed at measures to promote equal opportunities which generally fall into two categories -

Authority-wide measures directed at the workforce as a whole, for example running training courses, seminars etc. to raise awareness of equal opportunities and equalities issues; assembling the data on which to plan for equality; recruitment and selection procedures.

Measures aimed at specific groups, for example, eliminating problems of access for disabled people, introducing flexible working conditions for employees with caring responsibilities; adopting HIV policies; providing prayer rooms; setting equality targets. Authorities should consider using the positive action provisions of race and sex legislation, for example in training for women, which can promote equality and increase the participation of particular groups in the workforce in areas where they are under-represented.

The measures taken by authorities need to be appropriate to the size of the organisation and make-up of the population served by the authority.

RECRUITMENT AND SELECTION PROCEDURES

AIM

To ensure that there are no discriminatory barriers to the employment and promotion of members of any group.

ACTIONS

- When a post becomes vacant an accurate job description, either a new one or an existing one which has been reviewed, should be drawn up before the job is advertised. No unnecessary duties should be included.
- Person specifications should be written to cover only the qualities essential to the post. Unnecessary physical or language requirements should be avoided. The value of skills gained through non-traditional work e.g. voluntary work should be considered. The competence gained through experience should be balanced against that gained through more formal routes.
- Application forms should elicit the information about the applicant's suitability for the job. Where other information is collected for equal opportunities monitoring purposes it should be in a form which ensures anonymity. Special provision for those unable themselves to complete a form should be considered e.g. whether a recorded application might be acceptable for someone with a visual handicap.
- Advertise the vacancy so as to promote equal opportunities. Generally this will mean advertising internally and externally at the same time. Make use of media which reach all parts of the community.
- Ensure recruiting agencies, if they are used, operate to the same standards as the authority and comply with the authority's policy.
- Avoid stereotyping in recruitment literature.
- Criminal offences should not be in themselves a reason for debarring an applicant from equal treatment in the recruitment and selection process where the offence is irrelevant to the duties of the individual as an employee. The only consideration should be whether the offence is one that makes the individual unsuitable for his or her type of work.
- Shortlisting should take place against the criteria in the person specification.
- Record reasons for rejecting/selecting applicants.
- Interviews should be carefully structured around a common core of questions and only relevant questions should be asked. Where tests are used, these should be non-discriminatory and should be ones that have been shown to be appropriate to the task. Facilities for people with disabilities should be provided for interviews and tests where appropriate.
- Record the reasons for decisions taken by the interview panel.
- Ensure that a confidential feedback procedure is available for candidates and that they are aware of it.

- Authorities should consider setting up a confidential procedure to deal with complaints of discrimination in recruitment;
- Medical screening should concentrate on health factors pertinent to the tasks.

COMMENT

Most authorities practice the above measures according to the LGMB's 1993 survey of local government's equal opportunities record. However, as with other aspects of equal opportunities, the importance of reviewing existing practice should be recognised to ensure that procedures have developed along with best practice and to ensure that all employees regardless of employment status are included.

TRAINING

AIMS

- To develop greater understanding of equal opportunities issues and the council's policy among members and the workforce generally.
- To ensure those staff the council have identified as needing to implement the equal opportunities measures are capable of doing so.
- To encourage and train members of groups who are under-represented in the workforce or who have been traditionally excluded from training programmes, e.g. part-time and temporary workers.

ACTIONS

- The appropriate department e.g. central personnel, chief executive's, should be made responsible for a programme of courses which address discrimination, so that all of the council's workforce is reached;
- The programme of courses will need to be prioritised;
- Induction courses for new employees should include training on the local authority's equal opportunities policy;
- Those who need a more detailed knowledge of the anti-discrimination measures the authority has adopted, for example, those with a part to play in recruitment and management of staff, should be given appropriate training;
- Pre-employment training, which is directed at the long-term unemployed where disadvantaged groups are often over-represented should be investigated. (Grants are available from the Employment Service for such courses);
- A programme of positive action training for employees of an under-represented racial group or sex should be developed;

- Local authorities should facilitate training for disabled people to open up opportunities for employment and career advancement for which grants may be available;
- In designing occupational and career progression courses the needs of disabled people should be borne in mind. As well as accessibility, there is the question of the format of materials, for example in braille or on tape.

COMMENTS

A programme to raise awareness of equal opportunities issues and thus combat discrimination is a long-term project and is often best achieved if participation is voluntary. The priorities the council sets in this programme will depend on the make-up of the local community and its own progress along the equal opportunities path.

The law provides for positive action in training for areas where one racial group or one sex is under-represented. Positive action training to develop potential supervisors or managers, or to develop specialist skills or provide for special needs (for example, an English language course for speakers of a different language) benefits both employees and the local authority alike as well as sending strong--signals about commitment to equal opportunities. To avoid legal pitfalls, however, authorities need to be sure that the group targeted by the positive action is under-represented and are advised to consult their legal advisers before implementing their proposals.

Equal opportunities awareness training should be available to all employees and arrangements made to ensure that they can participate fully.

PAY AND CONDITIONS OF SERVICE

AIM

Pay and conditions of service, at both national and local level, should seek to ensure consistency, transparency and equality.

ACTIONS

The aim may be achieved by:-

- using criteria for assessing salary at appointment which are consistent and non-discriminatory
- including pay and grading in the equal opportunities monitoring process and reviewing on a regular basis
- training managers and personnel involved in decision-making on pay, grading, appointment and promotion to be aware of potential direct and indirect discrimination

- ensuring that equal pay and equal treatment initiatives are extended to casual, temporary, full-time and part-time staff.

COMMENTS

Pay

The local authority's pay structure should comply with the 1984 Regulations on 'Equal Pay for Work of Equal Value'. Bonus schemes and merit payments must be free of sex and race bias. Alongside these issues authorities will want to consider reviewing the content of low-paid jobs traditionally done by women to introduce more variation, making them more rewarding.

Conditions of Service

Conditions of service are generally expressed in equal terms but they should also be non-discriminatory in their application. The provision of fringe benefits such as removal expenses, car leasing and performance related pay should be on the basis of non-discriminatory criteria. Access to overtime, bonus and other enhanced payments should be reviewed in the light of good equal opportunities practices.

ANALYSIS, MONITORING AND REVIEW

AIM

To be able to assess the effects of introducing equal opportunities measures and to ensure the policy continues to be relevant.

ACTIONS

- Collect information from the workforce covering age, gender, ethnic origin, registered disability, grade, actual earnings, department. This information provides the database;
- Similar information can be sought from job applicants (although methods should be used to ensure that this is done on an anonymous basis);
- Local authorities seeking to collect other, more sensitive information for the purpose of promoting equality, should do so following discussions with the recognised trade unions and should ensure confidentiality and that the information is not used for other purposes;
- Ensure employees leaving the authority are interviewed to find out why they are leaving and that the details are recorded;
- Update the database regularly to check progress towards equality targets;

- The council should review the equal opportunities policy annually in terms of its scope and the effectiveness of measures taken.

COMMENTS

The basic numerical databases for equal opportunities monitoring purposes will overlap with others the council has established e.g. for training needs.

Other initiatives might require one-off surveys.

The sensitivity of monitoring makes it important for surveys to be developed in consultation with the trade unions.

DEALING WITH HARASSMENT

AIMS

To reduce and prevent harassment and ensure a safe and non-threatening working environment.

To provide employees who believe they have been subject to harassment and/or discrimination with a means to have that complaint addressed and to deal with those employees who are accused of breaching the authority's equal opportunities policy.

ACTION

- Agree between the authority and the trade unions positive and clear policies and procedures to deal with complaints of harassment and discrimination;
- Agree between the authority and the trade unions how harassment on the grounds of any disadvantage can be tackled. Whilst sex and racial harassment procedures are now relatively widespread, they may need adapting to deal with harassment affecting other groups such as older workers, workers with disabilities or lesbians and gay men;
- Consider how counselling of harassed workers can be best introduced;
- Include training in dealing with harassment and accompanying procedures in training given to managers and supervisors;
- In proven cases of harassment decide how subsequent disciplinary action will be proceeded with.

COMMENTS

Harassment can be defined as behaviour or remarks which cause offence and which threaten, humiliate or embarrass. Harassment can be unlawful* and employers may be liable for the behaviour of their staff. All forms of harassment can have an adverse effect on job performance, attendance, staff turnover, morale and health. It is a serious issue which requires recognition and action.

As part of the health and safety risk assessment that employers are obliged by law to carry out in each workplace, any foreseeable sources of harassment should be identified and action taken to deal with them.

All complaints of harassment should be dealt with in a confidential and sympathetic manner.

Employees working in direct contact with the public, sometimes in their own homes, may be particularly vulnerable and procedures should be in place to investigate any complaints. Harassment is not just an issue between employees. Elected members, clients and members of the public may be guilty of harassing staff or may be harassed. Procedures should be designed to deal with these eventualities.

The whole area surrounding complaints about discrimination and harassment is an extremely sensitive one. It is essential to involve the recognised trade unions in agreeing the procedures for dealing with it.

* The Criminal Justice and Public Order Act 1994 created a criminal offence of intentional harassment. As "harassment" is not defined, all forms may be covered by the legislation. Convictions are punishable by 6 months imprisonment and/or up to £5000 fine. Only harassment within a dwelling is exempt, therefore intentional harassment in the workplace would fall within the legislative provision.

PART 4.2

PARENTAL LEAVE MODEL SCHEME

1. Entitlement

- 1.1. Parental leave of 13 weeks shall be granted to employees having or
expecting to have responsibility for a child as defined in the Maternity and Parental Leave etc Regulation 13 (2) 1999. An additional 5 weeks shall be granted to those with responsibility for a child for whom Disability Living Allowance has been awarded.
- 1.2. Authorities should make parental leave available to those with parental responsibilities but who do not fall under the legal definition. This might include foster parents; adoptive parents prior to placement; grand-parents with a significant parenting role and step-parents.
- 1.3. Leave shall be granted for the purposes of caring for a child up to the age of 8; or for eight years following placement for adoption or up to the age of 18, whichever is the soonest; or up to the age of 18 for children for whom disability living allowance has been awarded.

2. Notice

- 2.1 Every attempt will be made by the employee to give as much notice as possible with a minimum of 7 days' notice in writing before the day on which s/he proposes to take the leave.
- 2.2 Parental leave may be granted to employees who have not given the required notice in special circumstances at the discretion of the employing authority. Such discretion shall not be unreasonably withheld.

3. Postponement

- 3.1 Every attempt will be made by the employing authority to avoid postponement. In any event, leave shall not be postponed for more than three months except in exceptional circumstances.
- 3.2 Authorities shall agree guidelines with the recognised unions to deal with the procedures for postponement in exceptional circumstances where the service would be unduly disrupted if the employee took leave during the period identified in his/her notice. The following steps act as a guide:

(i) Consult between authority and the employee with a view to coming to agreement over alternatives. These might include:

- a different pattern of leave – eg part time rather than full time;
- a shorter or longer period of leave;
- alternative dates within the three month period.

Where there is no agreement, authorities must as a minimum, permit the employee to take a period of leave of the same duration and beginning on a date determined in consultation with the employee no later than three months after the originally notified start date.

(ii) Following consultation, and not more than seven days after the employee's notice was given to the authority, the authority shall give the employee notice in writing of the postponement which states the reasons for it and specifies the date on which the agreed period of leave will begin and end.

3.3 Postponement may not be used where employees in the particular circumstances outlined below have requested parental leave:

- Following maternity support leave. The unpredictability of the timing of childbirth will also have implications for notice. It is recommended that employees expecting to take maternity support leave should discuss their likely requirements for parental leave.
- Following maternity leave. Where a mother takes a period of parental leave following on from a period of maternity leave, authorities should give guidance on the new interpretation of Part 2 provision 11.5 (b) (iv). Where parental leave is taken as a full time block of leave following maternity leave, an employee should not be required to refund monies paid under this section unless she does not return to local authority employment for a period of at least three months after the end of the parental leave period.
- At the time of adoption, at times prior to adoption where the parent is required to be at home by the adoption process, or following adoption leave.

4. Flexibility

4.1 Employing authorities shall be sympathetic to flexible parental leave-taking arrangements as requested by employees.

4.2 Parental leave may be taken:

- as a single block of up to 13 weeks, (or 18 weeks for a disabled child)
- as a number of shorter periods of a minimum of a half-day
- in patterns which provide a part time or reduced hours working arrangement for a period of time equivalent to taking 13 weeks leave as a single block (or 18 weeks for a disabled child).

4.3 It is recommended that joint guidelines are drawn up to deal with flexible and part time leave-taking arrangements including by those on part time, variable or annualised hours contracts.

4.4 Guidelines should also include procedures to plan for adequate staffing cover.

5 Return

5.1 Employees on parental leave shall have the same right to return to their job as provided to those on maternity leave under Part 2, Paragraph 11.6 of the Green Book.

5.2 Authorities are recommended to introduce procedures to meet individual requirements for training and a flexible return to work following parental leave.

6 Terms and conditions during parental leave

6.1 Time taken as parental leave shall be treated as continuous service for the purpose of Part 2 Paragraph 14 of the Green Book.

6.2 Employees who fall sick during a period of parental leave and who give the employing authority the relevant notification shall be entitled to pay under the sickness scheme and this period shall not count towards their parental leave entitlement.

Note:

PAY

Where pay is reduced because of parental or other leave paid at less than full pay, authorities shall assist employees in obtaining information regarding the implications of reduced national insurance contributions and the possibility of state support through benefits or tax credits.

PART 4.3: GUIDANCE ON MATERNITY RELATED and WORK LIFE BALANCE ISSUES

- 1.1 **Fertility Treatment**
Authorities are recommended to make reasonable time-off arrangements for employees undergoing fertility treatment.
- 1.2 **Ante-natal Care**
Authorities may grant time off for ante-natal care to fathersto-be, partners or nominated carers. A nominated carer is as defined under Part 2, paragraph 7.5 of the Red Book. Examples could include time-off to attend parent-craft classes or to accompany the expectant mother when undergoing a medical examination. Authorities may request that the employee produce evidence of appointments.
- 1.3 **Miscarriage, Termination, Still-birth and Death of a Baby**
If the baby dies or is still-born after 24 weeks' pregnancy the maternity scheme applies. Where this occurs before 24 weeks (miscarriage) or there is a termination authorities should give sympathetic consideration to the circumstances and where necessary grant special leave or sick leave, as appropriate on the basis of the individual circumstances. The decision should be based on the needs of the employee and medical opinion.
- 1.4 **Premature Birth**
Where a baby is born prematurely authorities should consider each case on its merits and the action required. For example extension of the maternity leave period might be appropriate. The necessary discretion already exists under the scheme.
- 1.5 **Contact Schemes**
Authorities and employees should maintain contact over the maternity leave period. Authorities need to ensure that employees are kept informed of vacancies, any significant workplace developments and training opportunities.
- 1.6 **Information**
Authorities should publish their policies on the above areas and make available good, clear information on maternity, parental and other family-friendly issues to employees in relevant formats and languages.
- 1.7 **Work Life Balance**
Authorities should give a lead on good practice in family friendly forms of working. A local government services NJC guide

“Finding the Balance”, provides guidance on the full range of options.

1.8

Time Off for Dependants

In addition to time off for dependants under section 57A of the Employment Rights Act of 1996, as amended, authorities shall consider events which may be foreseen, but which are of a serious nature such as to make the presence of the employee necessary. For example, time off to settle an elderly relative into a care home or to attend a hospital appointment or planned operation with a child/partner.

PART 4.4: MANAGEMENT OF HEALTH & SAFETY

1. Introduction

- 1.1 The Joint Negotiating Committee (JNC) recognises that effective health and safety management results from proper planning, organising, controlling, monitoring and reviewing and is vital to good employment, the delivery of, and improvement of, services and will reduce loss of resources.
- 1.2 Local authorities and trade unions share the aim of providing safe and healthy workplaces and systems of work. Both Sides will work enthusiastically and in the spirit of cooperation to engender a positive safety culture within the authority. The employers and trade union safety representatives will work in the spirit of partnership to promote health and safety policies and initiatives that will improve the health, safety and welfare of employees. Local authorities in collaboration with all safety representatives will strive to be exemplars of health and safety management practice.
- 1.3 Local authorities are diverse in size, structure and services delivered and a wide variety of hazards exist. The risks posed are to be controlled proactively by the systematic application of preventive and protective measures within a risk assessment framework.
- 1.4 Consultation with the workforce through trade union safety representatives is recognised as one of the key ways in which health and safety performance can be improved. The JNC promotes joint consultation on all matters relating to the health and safety of the workforce. Safety committees are recognised as an effective mechanism to assist in the management of health and safety.
- 1.5 Authorities have a statutory duty under the Health & Safety at Work etc Act 1974 with regard to the health and safety of their employees and others who may be affected by their undertaking. This duty cannot be contracted out. Authorities should ensure that adequate resources are allocated to securing the health, safety and welfare of its employees and those affected by its undertaking.

2. Joint Consultation

- 2.1 The JNC accepts that the development and implementation of other policies, for example, procurement and environmental matters, could impact on health and safety, and must be subject to effective consultation with a view to reaching agreement. The sharing of information and experience between trade union representatives and management in the spirit of cooperation and partnership should be encouraged and is underpinned by regulations especially in the

development of preventive and protective measures, ie. the risk assessment framework.

- 2.2 Full use must be made of safety representatives and safety committees. This will include the provision of information, opportunities for attendance at approved union/TUC training, arrangements to investigate health and safety matters and provision for joint safety committees to review the effectiveness of policies and procedures. Joint safety committees should deal not only with those matters required by regulation but also such other issues as may be agreed.

3. Local Authorities should recognise that:

- the health and safety and well being of the workforce is crucial to the proper functioning of the authority and the provision of its services.
- health and safety must be adequately considered in policy development and in the decision making process at all levels by both officers and elected members of the authority.
- commitment to health and safety is necessary from the top of the authority at both elected and officer level. As such there should be a designated person at both elected and director (first or second tier) level with the role of driving up health & safety standards. Employees at all levels must understand and accept their health and safety responsibilities.
- health and safety management should be incorporated in the authority's performance monitoring and reporting arrangements and improvement planning process.
- services are now delivered in many ways eg. by contractors and in partnership with both the voluntary and private sectors. Authorities must have a system in place to satisfy themselves that contractors and partners have the ability and resources for effectively managing health and safety, thus protecting all who may be affected. Health & safety must be incorporated into contracts and partnership agreements and the performance properly monitored. Contracts and partnership agreements should include arrangements for joint consultation and sharing of information. Authorities should recognise the value of safety representatives in maintaining health and safety standards of contractors.
- organisational change can affect the well being of employees; therefore effective dialogue with trade union representatives over health and safety implications is essential to reduce potential risks to health and to promote employee well being.

- a high standard of occupational health provision aimed at ensuring the well being of the workforce coupled with effective implementation of rehabilitation and redeployment policies are important. Occupational health advisers, working in conjunction with other professionals and in consultation with trade unions on general arrangements, can make a major contribution towards this goal.
- training is vital to securing the health and safety competency throughout the workforce. Local authorities should ensure that employees are given adequate health and safety training following recruitment and repeated as required, and in particular:
 - on specific hazards and risks
 - when exposed to new or increased risks due to changes in responsibility, the environment or the introduction or change of technology.
 - for those who supervise and manage service provision.
- training must be reviewed periodically and safety representatives should be consulted in the development and delivery of training programmes to ensure all existing and new risks are addressed.
- the authority must ensure that they have appropriate access to competent advice that is consistent with the size and diverse risk environment of local authorities. The source and nature of the competent advice should be the subject of consultation to ensure that all existing and new risks are adequately addressed.

PART 4.5: GUIDANCE ON LOCAL WORKFORCE DEVELOPMENT PLANS

1. Preamble

1.1 The JNC believes that investment in workforce development is essential to the sustainable improvement of local government services. This guidance is intended to assist in developing and implementing plans for workforce development.

2. Workforce Development Plan Guidelines

2.1 The JNC recommends that plans include:

- Targets and commitments on access to learning.
- The approach to developing Learning Partnerships including any delivery of programmes jointly with the trade unions
- Provisions for ensuring that managers and trade union representatives are jointly trained to deliver the plan
- The approach expected of contractors in relation to workforce training and development.

2.2 The plan should also cover the role of Union Learning Representatives and specify the following in detail:

- Paid time off to attend Union Learning Representative training and accreditation
- Paid time off to attend joint training with managers in connection with developing and implementing the agreement
- Paid time off and facilities to carry out Union Learning Representative duties
- Any paid time off arrangement for employees to consult Union Learning Representatives.

2.3 The following section contains action points that authorities may wish to include as part of their plans:

2.3.1 Corporate strategy:

- Strive to become a 'Learning Local Authority'¹ including seeking and maintaining Investors in People or Public Sector Excellence Model status

¹ Authorities that create a supportive climate and encourage learning for all their employees. For details see the EO website; <http://www.lg-employers.gov.uk/> government occupations and roles.

For details see the EO website at: www.lg-employers.gov.uk/

- Assess the authority's future skill requirements, then examine the age profile and turnover of their current workforce (overall and by occupation) to identify areas that are a priority for action.
- Monitor their workforce in relation to equality and use measures such as positive action training to address under-representation of any groups in relation to the profile of the local community
- Identify external funding opportunities (such as individual learning fund accounts, Learning and Skills Council funds) and other resources such as local school or college facilities that can be used to assist in workforce development.

2.3.2 Investing in the current workforce:

- Give priority to addressing basic skills needs and to providing basic ICT skills development opportunities for employees.
- Explore new methods of learning such as distance learning and e-learning.
- Ensure that all managers have the skills to support their staffs' development, including the ability to organise on the job development opportunities and offer coaching.
- As part of employee benefit packages (to help to recruit and retain learning staff) and to encourage a positive attitude to learning, offer a variety of learning opportunities to enable employees to develop skills and knowledge beyond what they might need for work. (For example: by developing learning partnership arrangements with other local organisations; by finding ways to subsidise or negotiate reduced fees for college courses; or by setting up learning centres).
- Benchmark workforce development spend as a percentage of payroll against other public sector organisations

2.3.3 Investing in the future workforce:

- Contribute significant time and resources to effectively promoting local government careers in local schools, colleges and universities, via Connexions, Learning and Skills Councils and other careers services, etc.
- Devote sufficient resources to marketing the authority as a positive employment choice, eg. pay attention to the quality of advertisements and recruitment materials
- Invest in sufficient progression opportunities and trainee posts to address future skill needs.
- Give appropriate priority to taking on student placements, both supporting the development of those in specific occupations and more general ones eg. for undergraduates and those still at school.
- Set up or participate in schemes to attract groups of young people, such as Apprenticeships or Graduate Trainee schemes.

2.4 Implementation and Measuring Progress:

The Workforce Development Plan should set out:

- Assessment of current performance against the commitments;
- Key targets and performance indicators for improvement;
- Milestones and timetables towards achieving these targets;
- Responsibility for action;
- Methods for monitoring, and reviewing progress.
- Role of any local partnership arrangements

3. General Information and Advice

3.1 Workforce Development Plans can cover all types of learning including:

- Job-related training designed to equip employees to undertake their current job;
- Initiatives designed to develop new skills and knowledge, relating either to their current role or expanding scope for progression;
- Training and development that allows an employee to develop skills and confidence but is largely unrelated to the current role.

3.2 Workforce Development Plans are likely to concentrate on the first two areas of training and development. However authorities may wish to consider ways in which they might promote the third area as part of recruitment and retention initiatives, to promote learning designed to cover skills gaps and to encourage a positive approach to learning.

3.3 Workforce Development Plans should have clearly quantified objectives. These may include targets such as:

- An annual development assessment review for each employee.
- Specifications on access to learning opportunities for all employees.
- A specified level of achievement for nationally recognised qualifications.

3.4 The JNC recognises that quality marks such as Investors in People help to benchmark achievement in training and development and it encourages councils to seek this and other forms of appropriate external benchmarking of their training and development activity. The JNC will track progress, using indicators promoted by the People Skills Scoreboard to include Race, Gender, Age, Disability and Grade.

3.5 Apprenticeships and traineeships

Following a local grading review the local parties may agree apprentice and trainee pay rates and training schemes for individual jobs. Training schemes could provide for:

- Any arrangements for appointment to a permanent post following satisfactory completion of training.
- Training for a nationally recognised qualification where this is available.
- Quality training provided, or supervised by, a reputable training provider.

3.6 Skills Pathways

Skills pathways are an approach to workforce development that focuses on the acquisition of core skills and occupational experience and values needed to enable an individual to perform at a level of competence within an occupational role.

The purpose of skills pathways is to clearly identify and map out opportunities for career progression, against the core competence levels required. These levels of competence are currently defined by the National Occupational Standards framework, however local authorities would be encouraged adapt these to meet regional and local needs.

Skills pathways will provide a clear set of expectations (skills profiles) and the mechanisms that need to be in place to assist employees obtain career progression in an occupational role. Skills pathways are not guaranteed steps to obtaining employment and must not be seen as stand alone approach.

Implementation will ensure that individuals can update their skills and are supported in the drive for continuous learning and improvement.

3.6 Individual Development

Local schemes providing access to funds for individual development may be developed. The following broad characteristics are recommended:

- An account controlled by the individual employee but with a limited range of providers and with rigorous accounting procedures in place
- Administration provided by or funded by the employer or an agreed external agency
- Provision to be funded by any grant support available, an employer contribution, and an agreed employee contribution by deduction from salary

- Links with one or more training providers and/or internal training facilities with an agreed range of learning options.
- A focus on individual development, not usually supported by the employer.

SOURCES AND PUBLICATIONS

GENERAL

A Model Equal Opportunity Policy
EOC (free)

EOC Code of Practice
HMSO for the EOC

Equal Opportunities: A Guide for Employers
EOC (free)

Guidelines for Equal Opportunities Employers
EOC (free)

A Good Equal Opportunities Guide: Policies and Practices in a Sample of
Local Authorities (1992) LGMB

Maximising Human Resources: Through Equal Opportunities (1990) LGMB

Working Together: Good Practice in Equal Opportunities Cambridge Training
and Development Limited

County Councils and Equal Opportunities
LGA (formerly ACC)

Equal Opportunities Review
Industrial Relations Service

Equal Opportunities Statement and Guide
Confederation of British Industry (CBI)

Discriminate on Ability
CBI

City Action - Business, Skills and Jobs
Employment Department

Equal Opportunities Code Institute of Personnel and Development (IPD)
formerly Institute of Personnel Management (IPM)

WOMEN

The Best of Both Worlds
Employment Department

Sexual Harassment in the Workplace - A Guide for Employers
Employment Department

Code of Practice for the elimination of discrimination on the grounds of sex and marriage and the promotion of equality of opportunity in employment
EOC

RACE

Implementing Equal Employment Opportunity Policies - An Information Note for Employers and Employees (1984)
CRE

Race Relations Code of Practice (1984)

Racial Discrimination: A Guide to the Race Relations Act, 1986
CRE (free)

Race Discrimination and Grievance Procedure (1989)
CRE

Indirect Discrimination in Employment: A Practical Guide (1989)
CRE

Equal Opportunity in Employment - A Guide for Employers (1990)
CRE

Race Relations Code of Practice: For the Elimination of Racial Discrimination and the Promotion of Equality of Opportunity in Employment (1981- to be updated 1995) CRE

Racial Equality Means Business. A Standard for Racial Equality for Employers (1995) CRE

Racial Equality Means Quality: A Standard for Racial Equality for Local Government in England and Wales (1995)
CRE

Local Authorities and Racial Equality: A Summary Report
CRE

Young and Equal - A Standard for Racial Equality in Services for Young People (1995)
CRE

PEOPLE WITH DISABILITIES

Code of Good Practice on the Employment of Disabled People (1994)
Disablement Advisory Service, Sheffield (free)

People with Disabilities: Models of Good Practice for Local Authorities
Disability Resource Team

Employment Good Practice Pack
Royal National Institute for the Deaf (RNID)

Employing Disabled People
CBI

Building on Ability - A Guide for Training People with Disabilities
Employment Department

Monitoring People with Disabilities
Employers' Forum on Disability

Disability Etiquette
Employers Forum on Disability

MONITORING

Monitoring an Equal Opportunities Policy: A Guide for Employers (1986)
CRE

A Measure of Equality - Monitoring and Achieving Racial Equality in
Employment
CRE

Why Keep Ethnic Records? Questions and Answers for Employers and
Employees
CRE

RECRUITMENT

Recruitment and Selection: A Good Practice Guide (1993)
LGMB

Fair and Effective Selection
EOC

Selection Tests Free of Sex Bias
EOC

Recruitment Code
IPD (formerly IPM)

The Code on Occupational Testing
IPD (formerly IPM)

TRAINING AND POSITIVE ACTION

Training: The Implementation of Equal Opportunities at Work (Volumes 1, 2
and 3)
CRE

A Guide to Education and Training for the 21st Century
Employment Department/Department of Education and Science

Positive Action and Equal Opportunity in Employment
CRE

Positive Action and Recruitment Advertising
EOC

Positive Action in Vocational Education and Training
EOC

What Is Positive Action? Race Relations Employment Advisory Service
(Department of Employment)

Positive Action - Resource Pack for Trainers, Personnel Officers and
Managers (1991) LGMB

HIV AND AIDS

Developing Services for Gay Men and Bisexual Men (1993)
LGMB

HIV Infection and the Workplace (Confidentiality, employment and
occupational health) (1989)
LGMB

HIV & AIDS: Continued Employment Guidelines for Employers
LAGER (Lesbian and Gay Employment Rights)

SEXUALITY

Equal Opportunities for Lesbians and Gay Men: Guidelines to Good Practice
in Employment.
LAGER

All Things Being Equal?: Local Authority Services for Lesbians and Gay Men
LAGER