



Private and Confidential

«Title» «FirstName» «Surname»  
«AddLine1»  
«AddLine2»  
«AddLine3»  
«AddLine4»  
«PostCode»

27<sup>th</sup> August 2008

Dear «Title» «Surname»

### **Pay and Grading Structure – Employment Package**

I write to confirm to you that the Council is now in a position to advise you of the outcome of the pay and grading review. This therefore means the new employment package including the new pay and grading structure.

I enclose a pack of information relating to the introduction of the new employment package. Some of the documentation is specific and applies to your individual circumstances only.

The documents include:-

- A letter advising you of the job evaluation outcome for the post within which you are currently working. This will show you your new grade and salary. (If you are not currently in your substantive post, you may also have another job evaluation outcome letter regarding your substantive position).
- Your new contract of employment for your substantive post. Most of your terms and conditions of service remain the same, but there are some new terms. Some of the new terms and conditions of employment include salary, hours of work, annual leave, and where applicable, additional allowances.
- A supplementary information pack providing more details on the employment package, along with the answers to a number of frequently asked questions.
- A letter giving notice on the bonus scheme which is currently applied to your pay.

Please take the time to read these documents carefully as they provide important information and will help to answer many of the questions you may have about the employment package.

The Council has introduced the employment package to achieve equality and fairness in valuing and rewarding jobs. In meeting these objectives the Council has also fulfilled its obligations as set out in the Single Status Agreement which we have had to legally comply with.

The Council has worked hard to minimise disruption to employees and attempted to retain the existing salary levels of employees wherever we have been legally able to.

One of the Council's objectives has been to minimise the number of employees who will incur a salary reduction as a result of the review wherever possible.

Also included in this pack are details relating to the Council's job evaluation appeals process for those employees who wish to appeal against the outcome of job evaluation.

You are being offered a new contract of employment; a copy of this contract is enclosed. Please carefully read this contract and if you wish to accept the new contract of employment, please return the acceptance form.

I appreciate that there is a great deal of information for you to read and consider and you may wish to discuss the outcome with your line manager and/or Human Resources section.

Yours sincerely

A handwritten signature in black ink on a light yellow background. The signature is cursive and appears to read 'Alan Rudge'.

**Councillor Alan Rudge**  
**Cabinet Member for Human Resources and Equalities**

Enclosed:

- Job Evaluation outcome letter
- Job overview
- Contract letter
- Information pack
- Appeals procedure
- Bonus termination letter



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«PostCode»

27<sup>th</sup> August 2008

Dear «Title» «Surname»

«Heading»

Further to the Cabinet meeting on the 10<sup>th</sup> September 2007 and the subsequent meeting on 8<sup>th</sup> October 2007, approval was given to implement a new pay and grading structure for employees of Birmingham City Council. Part of the decision also included the requirement to further review the bonus schemes and associated payments operated by the Council. This to include additional payments that have derived from bonus arrangements and do not form part of basic pay.

The City Council has now completed its review of such schemes and payment arrangements and has determined that bonus schemes and associated payments as a method by which the Council makes additional payments to certain groups of employees are no longer sustainable. Such payments could be deemed as potentially unlawful having regard to Equal Pay legislation. There is no justifiable evidence to support the retention of such payments.

The above Bonus Schemes, together with a number of other City Council Schemes has been the subject of meaningful consultation with the recognised Trade Unions since May 2006. As such, and in line with the above, the City Council has now determined it must give three months' notice of withdrawal from the Schemes and of termination of the agreement. The notice to commence on 1<sup>st</sup> October 2008 and expiring on 31<sup>st</sup> December 2008 at which time your current pay and working arrangements associated with the bonus scheme will cease.

The payment for all job roles, including those previously attracting bonus, such as your own, will be determined by the Birmingham City Council pay and grading review in which employees have had their jobs assessed using the NJC for Local Government Services job evaluation mechanism. The design of the Pay and Grading Review is established on the basis of ensuring that payments for jobs within the City Council are determined in a fair, transparent and legally robust manner.

The City Council has included this letter of notice within the package which offers you your new employment contract. Your acceptance of this contract acknowledges that in future your pay will be determined by the Pay and Grading mechanisms operated by the Council.

The Authority is constrained in terms of paying protection on bonus or associated payments arising from bonus. This position has recently been re-enforced by an Appeal Court decision.

An Employee Assistance and Loan Facility is available to support employees who may need advice on financial related matters. The Facility also makes provision for employees to apply for a short term loan. If you require financial advice this is available through Staffcare by calling 0121 464 0999. If you wish to consider applying for a loan, please contact your Directorate Human Resources to request further information.

Please contact your Human Resources Section if you have any particular queries regarding the content of this letter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'AAL', with a small horizontal line at the end.

**ANDY ALBON**  
**Director of Human Resources**



Private and Confidential

27<sup>th</sup> August 2008

«Title» «FirstName» «Surname»  
«AddLine1»  
«AddLine2»  
«AddLine3»  
«AddLine4»  
«PostCode»

Dear «FirstName» «Surname»

### **Pay and Grading Review – Job Evaluation Outcome**

This letter notifies you of the outcome of the job evaluation result for your role and details of your new rate of pay which will be applicable from 1<sup>st</sup> January 2009.

The following job evaluation result applies to the role you are currently working in. If this is not your substantive role you will need to contact your Directorate HR team who will be able to advise you of the outcome for your contractual/substantive role.

Payroll Number «EmpNo»

Job Evaluation reference number «JERef»

Post title «PostTitle»

Job Evaluation Score «JEScore»

New full time equivalent basic Salary £«MinSalary1» (pro-rata for part time hours)

Grade Band «Grade» SCP«MinSCP» - SCP«MaxSCP»

Salary Range £«MinSalary» - £«MaxSalary»

(For information on progression through this grade, please refer to the supporting information pack)

Your Job has been evaluated or matched to «JobTitle» job role.

For information on the matching process please refer to question 12 of the supporting information pack. Please note it is usual for job titles to differ in the matching process, however the relative job content and levels of responsibility are the basis of matching and not job title, therefore you should focus on the content of the job overview attached.

The job overview provides you with the factor level scored for each of the 13 job evaluation factors and a summary of the levels of responsibility applicable for the level you have scored.

**The City Council is pleased to advise you that your basic salary has increased.**

**What should you do next in respect of your Job Evaluation outcome?**

You now need to consider the outcome of job evaluation and discuss the result with your manager, colleagues, HR Section and trade union as appropriate. Please take this time to read carefully all the documentation provided and consider your response.

If you wish to appeal against the job evaluation outcome you have until 31<sup>st</sup> October 2009 to submit the appeal documentation. Included in the pack of information is the job evaluation appeals process and form.

If you accept the job outcome, you need take no further action.

Please note that regardless of whether you lodge an appeal or not, you will still be assimilated to your new pay grade. Any necessary changes to your salary will be made as appropriate once the outcome of the appeal is known.

**What should you do next in respect of your new Contract of Employment?**

Also enclosed is a new contract of employment which details a number of terms and conditions of employment applicable to your post in addition to this salary and grade change. You should read through this carefully along with the supporting information supplied before completing the attached contract acceptance form.

Please note that acceptance of the contract does not affect your right to appeal against the outcome of job evaluation.

If you have any questions about the above information you should contact your Line Manager and/or your Directorate HR Team.

Yours sincerely



**Stephen Hughes**  
**Chief Executive, Birmingham City Council**

«EmpNo» «FirstName» «Surname»

Gauge - Job Overview Evaluation Ref: «JERef»

Job Title: «JobTitle»  
Post Number: «PostNo»

Knowledge Factor Level: «tblJEsKSKnowledgeLevel»  
Score: «Knowledge»

«tblJEsKSKnowledgeExpText»

Mental Skills Factor Level: «tblJEsKSMentalLevel»  
Score: «MentalSkills»

«tblJEsKSMentalExpText»

Interpersonal Skills Factor Level: «tblJEsKSCommunicationLevel»  
Score: «InterpersonalSkills»

«tblJEsKSCommunicationExpText»

Physical Skills Factor Level: «tblJEsEffPhysicalLevel»  
Score: «PhysicalDemands»

«tblJEsKSPhysicalExpText»

Initiative and Independence      Factor Level: <<tblJEsEffInitIndepLevel>>  
Score: <<InitiativeIndependence>>

<<tblJEsEffInitIndepExpText>>

Physical Demands      Factor Level: <<tblJEsEffPhysicalLevel>>  
Score: <<PhysicalDemands>>

<<tblJEsEffPhysicalExpText>>

Mental Demands      Factor Level: <<tblJEsEffMentalLevel>>  
Score: <<MentalDemands>>

<<tblJEsEffMentalExpText>>

Emotional Demands      Factor Level: <<tblJEsEffEmotionalLevel>>  
Score: <<EmotionalDemands>>

<<tblJEsEffEmotionalExpText>>

Responsibility for People      Factor Level: <<tblJEsResPeopleLevel>>  
Score: <<ResponsibilityPeople>>

<<tblJEsResPeopleExpText>>

|  |  |
|--|--|
| Responsibility for Supervision<br>Level: «tblJEsResSupervisionLevel» | Factor<br>Score: «ResponsibilitySupervision» |
|--|--|

«tblJEsResSupervisionExpText»

|   |   |
|---|---|
| Responsibility for Financial Resources<br>Score: «ResponsibilityFinancialResources» | Factor Level: «tblJEsResFinancialLevel» |
|---|---|

«tblJEsResFinancialExpText»

|   |  |
|---|--|
| Responsibility for Physical Resources<br>Score: «ResponsibilityPhysicalResources» | Factor Level: «tblJEsResPhysicalLevel» |
|---|--|

«tblJEsResPhysicalExpText»

|  |  |
|--|--|
| Working Conditions<br>Score: «WorkingConditions» | Factor Level: «tblJEsEnvWorkCondLevel» |
|--|--|

«tblJEsEnvWorkCondExpText»



Issue 1.

Payroll Number: «EmpNo»

Post Number: «PostNo»

27<sup>th</sup> August 2008

«Title» «FirstName» «Surname»

«AddLine1»

«AddLine2»

«AddLine3»

«AddLine4»

«PostCode»

Private & Confidential

Dear «FirstName» «Surname»

**Notification of Written Statement of Particulars of Employment – Employment Rights Act 1996**

**Job Title:** «PostTitle»

**Grade:** «Grade» (SCP«MinSCP») £«MinSalary» - (SCP«MaxSCP») £«MaxSalary»

Following the introduction of the City Council's new Pay and Grading Structure (including Single Status), this statement of particulars details your new contract of employment with Birmingham City Council with effect from 1<sup>st</sup> January 2009.

You have until **19<sup>th</sup> September 2008** to decide whether to accept this new contract of employment.

Please complete the attached form to confirm your acceptance or non-acceptance of this offer.

The City Council believes that this contract specifies the substantive post that you have previously and continuously been contracted in. You have an obligation to advise the City Council if the post detailed in this document is not your substantive post (i.e. the post is a seconded post or you are a casual employee etc).

## **Salary**

Your salary as detailed in the job evaluation outcome letter is £«MinSalary1» per annum within grade «Grade». This salary is effective from **1<sup>st</sup> January 2009** and this does not include any National pay award for this year 2008/09, this matter is still to be resolved. If you work part time or on a job share basis this salary will be a pro-rata of the full time equivalent.

If you operate a non working day within the working week but undertake full time hours each week, then full time equivalent salary applies.

To bring you in line with other groups of staff in terms of incremental progression you will be assimilated on to the second spinal column point within the new grade. You will then receive a further increment on 1<sup>st</sup> April 2009. Progression from 1<sup>st</sup> April 2010 will be subject to a progression criteria based assessment.

Please refer to the supporting information for full details of the new pay and grading structure including incremental progression information.

You should also refer to the Directorate specific contract attachment which details any relevant allowances, work patterns or enhancements for certain groups of employees along with the Statement of Additional Allowances.

## **Payment of Salary**

Employees who have been in receipt of weekly pay will continue to be paid on a weekly basis. However the City Council intends to move all employees to monthly pay. You will be written to in advance of this occurrence, with details of the change and the transitional arrangements to be actioned.

## **Continuous Employment**

Your period of continuous service for statutory employment rights dates from «LoSDate».

Any previous continuous service with any organisation covered by the Redundancy Payments (Local Government Modification Orders for local authorities and related bodies) will be included in calculating your entitlement to:

- A redundancy payment
- Sickness allowance
- Maternity allowance
- Annual leave
- Notice period (at half rate)

With the exception of any entitlement to redundancy payment, the above will also apply if you were made redundant from an organisation covered by the orders listed above in the last two years before joining Birmingham City Council.

This would also apply if you left this type of organisation for maternity reasons within the previous eight years and had not been in permanent full-time paid employment since. In this case the eight year time limit for calculating annual leave does not apply, provided no permanent full time employment has intervened

### **Political Restriction (if SCP 44 or above or special role)**

If your salary is SCP 44 or above your post is politically restricted and you should, therefore, adhere to the requirements contained within the guidelines on political restrictions which can be found in the Birmingham City Council People Solutions Intranet Site or by contacting your Directorate Human Resources Team.

### **Work Location**

Your work location (office base) is «Location». This is the address to use for calculating travel expenses.

The terms of this appointment mean that, if the job demands it, you might be transferred to work in any Directorate or location at the discretion of Birmingham City Council. Any job transfer would be commensurate with your current grade and level of experience. The transfer would be made in accordance with your conditions of service and following a period of meaningful consultation.

This appointment is offered subject to the City Council's mobility clause, which provides for the movement of staff to alternative work locations for business reasons and the reimbursement of any additional travelling costs for up to a 4 year period.

### **Hours of Work**

The core working week is defined as 36.5 hours each week (pro rata for part time working) from Monday to Friday, with a minimum of 30 minutes lunch break each working day. Salary payment will be aggregated on a plain time basis over 37 hours as per the current arrangement.

Your working week is «ContHrs» hours per week.

All such hours to be worked within the various contracted agreements that currently exist within Birmingham City Council. This may include working within the parameters of the various flexible working arrangements that exist. Such parameters cover a maximum operation period of between 7.00 am and 7.00 pm Monday to Friday. For certain groups of employees there is a requirement to work on any five days which would include weekend working requirements as part of the normal working week.

The business needs of the organisation define the requirement for particular groups of employees to work outside the core working week as defined above.

Where there are variations to the working week requirement then this will be clearly defined. Such working arrangements that operate at present will continue to be worked and will remain in place. Any future change to the requirements will be subject to a full consultation process.

The City Council is committed to a full consultative process, with negotiations as deemed necessary on any proposals to review working arrangements to meet future business needs. A detailed business case will be presented for the specific groups of employees in question and will be fully consulted on before change is implemented.

The City Council endorses the principles of a work/life balance and will consider requests for changes to working arrangements subject to operational needs. Such matters will also be considered as part of any consultation with employees on proposed changes to existing working arrangements.

### **Overtime**

You will be entitled to receive overtime payments if you are in grades GR1, GR2 or GR3 within the pay and grading structure and are required to work outside of normal working hours. Staff in these categories will normally be paid at time and a half for additional working in the evening and on Saturday, and double time for Sunday working, and unsociable hours payments. If employees have received enhancements for weekend working as part of their normal working week then enhanced rates of pay will not be paid for working on rest days.

Some groups of employees are subject to contractual overtime arrangements. These will remain in place with any requirements for change consulted on at a local level.

The position of staff graded GR4 and above undertaking planned overtime is that additional payments can be made at plain time rate, by agreement, but staff should in the first instance seek to take time back in lieu.

Where particular groups have regularly undertaken overtime for sound operational reasons and have been subject to existing overtime payment arrangements for staff up to spinal point 28, but have now fallen within the new grade GR4, overtime rates can continue to be paid, subject to regular review.

### **Dual Employment**

You must inform your Manager of any other type of employment and the number of hours worked. This includes if you have more than one City Council job as well as any hours worked within that employment so as to ensure compliance with the Working Time Regulations and the Inland Revenue.

If your employment with Birmingham City Council is your primary contract then your manager reserves the right to refuse permission for other employment where:

- A conflict of interest exists

- The number of hours worked have implications for the Health and Safety of Birmingham City Council clients and services
- Significant implications for Birmingham City Council's duty of care to its employees

Subject to the above, If you work, or have agreed to work more than an average of 48 hours a week with more than one employer including Birmingham City Council, you will need to sign an opt out agreement with Birmingham City Council. This will be available through your manager or from your Human Resources Team.

**Criminal Records Bureau**

It is a statutory requirement that anyone applying to work with children or vulnerable adults has Criminal Records Bureau (CRB) clearance before they are permitted to commence their work (including positions enabling access to personal client records). You will be required to complete a CRB application form and produce identity documents on a periodic basis in line with the appropriate regulatory body.

**Disclosure of Criminal Convictions whilst in employment**

You are required to disclose details to your manager if you are arrested, charged or prosecuted for any offence whilst in employment with Birmingham City Council. Failure to disclose any such convictions may result in disciplinary action being taken against you.

In respect of road traffic offences, if your employment is subject to a CRB check, and or you are required to drive as part of your work with the City Council, then you should also inform the Council accordingly.

**Collective Agreements**

You are employed under the National agreement on pay and conditions of service for Local Government Services as adopted and varied by Birmingham City Council from time to time, subject to appropriate consultation and negotiation processes (variation of statement for Red Book employees).

**Annual Leave**

Leave entitlement related to periods of continuous service is as follows: -

| <b>Period of Continuous Service</b> | <b>Annual Leave Entitlement</b> |
|-------------------------------------|---------------------------------|
| Up to 5 years                       | 25 days                         |
| 5 years                             | 28 days                         |
| 10 years plus                       | 30 days                         |

Leave will be on a pro rata basis for employees who work on a part time basis. Leave can only be taken in agreement with your Manager who has to take account of service needs.

During the remainder of the 2008/09 leave year you will receive additional leave which will equate to a quarter of any difference between your current annual leave entitlement and the new entitlement.

### **Public Holidays Entitlement**

The annual public holiday entitlement for full-time employees, as approved by Birmingham City Council, is currently 8 days for public holidays, 2 extra statutory days, and 2 concessionary days. These days are in addition to the leave entitlement outlined above.

Birmingham City Council has determined that the 2 extra statutory days and extra concessionary days will be added to the annual leave total as defined above. This will commence from 1<sup>st</sup> April 2009 on the basis that the entitlement to these days has already been taken in the current leave year and no concessionary or extra statutory days fall between 1<sup>st</sup> January and 31<sup>st</sup> March 2009.

If you are a part-time or job share employee your annual leave and public holiday entitlement will be proportional to your hours of work and will be calculated by your Line Manager.

Employees required to work on a public holiday shall, in addition to the normal pay for that day, be paid plain time rate for all hours worked for that day. In addition, at a later date, time off with pay shall be allowed as follows:

- Time worked less than half the normal working hours on that day - half day
- Time worked more than half the normal working hours on that day - full day

Further details of the arrangements for public holidays are available from the Birmingham City Council Intranet site or by contacting your line manager or Directorate Human Resources Team.

### **Leave Year**

The leave year has until recently run from 1<sup>st</sup> April until 31<sup>st</sup> March, however all new starters and some existing employees are now subject to anniversary based leave with the 12 month period operating from the month in which employment commenced

Leave that is not taken in the leave year cannot be carried forward to a following leave year other than for operational reasons or other exceptional circumstances. Sickness is not regarded as an exceptional circumstance for this purpose. You may however be able to exchange some periods of sickness for annual leave where half pay or no pay situations arise dependant upon circumstances. Payment is not given for any leave that is untaken.

You will be paid at your normal rate of pay for all authorised absence on annual leave.

If you have taken more leave than you have accrued, either at the time of leaving employment or for other specified reasons, the City Council has the right to deduct payment from your final salary. This will be the equivalent for each day of excess leave taken.

### **Term-time workers only**

All leave is arranged in negotiation with your Line Manager. Should you be based at a local site which is closed for periods during the year, the expectation is that leave will normally be taken when the unit is closed and that there is minimum disruption of service. Advance approval from the Line Manager is required for leave dates in all cases.

### **Notice Period**

If you want to end your employment at any time, you should confirm this in writing to your manager. The notice periods are based on Grade as follows:-

|                   |                             |
|-------------------|-----------------------------|
| Grades 1, 2 and 3 | 1 month's notice in writing |
| Grades 4 and 5    | 2 months' notice in writing |
| Grades 6 and 7    | 3 months' notice in writing |

If Birmingham City Council gives you notice that your employment will be terminated, the statutory notice period will be as follows or contractual notice whichever is the greater.

### **Period of Continuous Service**

1 month or more but less than 2 years  
2 years or more but less than 12 years  
12 years or more

### **Minimum Notice**

1 week  
1 week for each year of continuous service  
12 weeks

### **Sickness Absence**

It is important that you familiarise yourself and comply with the requirements of Birmingham City Council's Managing Attendance Procedure in order that you are aware of what actions you should take when absent due to sickness.

The Managing Attendance Procedure, details of pay and allowances due to illness or injury at work when carrying out normal duties, Statutory Sick Pay (SSP) and Occupational Sick Pay (OSP) are available from the Birmingham City Council Intranet site or by contacting your line manager or Directorate Human Resources Team.

In the event that you are absent from work as a result of an accident in respect of which damages are receivable from a third party, and receive a sum not exceeding the sickness allowance provided under the Council's sick pay scheme, you hereby undertake to refund to the Council the total amount of such allowances or the proportion thereof represented in the amount of damages received

Your allowances during any absence due to sickness are set out below:

|   |  |
|---|--|
| During 1 <sup>st</sup> year of service                      | 1 month's full pay<br>Upon completion of 4 months' service, 2 months' half pay |
| During 2 <sup>nd</sup> year of service                      | 2 months' full pay and 2 months' half pay                                      |
| During 3 <sup>rd</sup> year of service                      | 4 months' full pay and 4 months' half pay                                      |
| During 4 <sup>th</sup> and 5 <sup>th</sup> years of service | 5 months' full pay and 5 months' half pay                                      |
| After 5 year's service                                      | 6 months' full pay and 6 months' half pay                                      |

Further details are available from the Birmingham City Council Intranet site or by contacting your line manager or Directorate Human Resources Team.

### **Pensions**

Birmingham City Council's policy is to promote and support the Local Government Pension Scheme. Details of the benefits available from the scheme, including immediate death cover, are set out in the information pack available from the Pensions office.

The Local Government Pension Scheme is a contracted out scheme under the Social Security Pensions Act 1975. Further details are available from the Birmingham City Council Pensions office.

### **Maternity Rights**

Rights of pregnant women to time off and to pay are in accordance with the Maternity Scheme adopted by the City Council, subject to compliance with notification requirements. It is, therefore, important that employees who are or become pregnant understand the maternity leave and pay rules and they should contact their Human Resources Team early in the pregnancy for appropriate assistance and guidance.

### **Paternity Rights / Adoptive Parents**

Qualifying employees are entitled to Maternity Support Leave, Adoptive Parent Support Leave, and/or statutory Paternity Leave. Please contact your Human Resources Team for appropriate assistance and guidance.

### **Retirement Age**

Birmingham City Council's normal retirement age is 65. Once you reach the normal retirement age you may apply to work beyond this age, you will be contacted by Human Resources at least 6 months before the date you are due to retire to discuss your options. Individuals may make an application to retire earlier than 65 as laid down in the rules of the Pension scheme and at the discretion of the Local Authority.

There are however, certain variations within the Pension scheme arrangements that may allow for earlier release, e.g. Retirement at 60+, 85 year rule for existing employees.

Further details on the scheme are available from the Birmingham City Council Intranet site or by contacting your line manager or Directorate Human Resources Team.

### **Code of Conduct**

As an employee of Birmingham City Council you are expected to follow personal and professional standards set out in the Code of Conduct. Failure to do so may result in disciplinary action.

You may also be subject to a Professional Code of Conduct or professional association rules or ethical standards which you will be required to observe. Failure to do so may result in notification of your misconduct to your professional body.

### **Disciplinary Procedure**

The disciplinary rules applicable to you are set out in Birmingham City Council's Disciplinary Policy and Procedures document.

### **Grievance Procedure**

If you wish to raise any grievance relating to your employment you should do so initially with your Manager within 14 days of the event. Details of the process are set out in the policy document.

### **Managing Performance**

Birmingham City Council operates a Managing Performance Policy which is designed to set and monitor acceptable standards of performance of its employees.

### **Equal Opportunities**

Birmingham City Council has an agreed Equal Opportunities Policy which applies to all employees. Failure to comply with or adhere to Birmingham City Council's Equal Opportunities Policy will be treated as a disciplinary offence.

If you consider that you have been subjected to discrimination, victimisation, bullying or harassment by another employee, you have recourse to Birmingham City Council's policy and procedures on racial and sexual harassment.

### **Birmingham City Council Policies and Procedures**

Full details of the various Birmingham City Council policies and procedures can be viewed on the Council's intranet site. Hard copies of these policies and procedures can also be made available to you through your line manager or Directorate Human Resources team.

## **Employee Benefit Fraud**

If you are currently in receipt of Housing or Council Tax Benefit, it is strongly recommended that you check with the Benefit Service before commencing employment that the information used to calculate your Benefit is accurate and complete. If you have failed to declare details, such as earnings, then your claim could be fraudulent and could lead to your dismissal and/or prosecution.

This is in line with Birmingham City Council's Audit procedures, which include a requirement to investigate benefit fraud perpetrated by Birmingham City Council employees and for disciplinary action to be taken.

Further details are available from the Birmingham City Council Intranet site or by contacting your line manager, Directorate Human Resources Team. Audit procedures can be viewed online.

## **Overpayments / Underpayments**

If you become aware that you have received payments that you are not entitled to, you must immediately notify your Directorate Human Resources team both verbally and in writing.

Knowingly continuing to receive such payments is a disciplinary offence.

Overpayments will normally be reclaimed over the same period of time in which the overpayment took place, but cases will be considered on an individual basis, taking into account personal circumstances.

Consultation will take place with the employee on recovery of overpayments, however where the amount requires only a minimal adjustment to salary, this may be actioned prior to any discussion.

Should you be underpaid, the City Council will pay any monies owed to you in a lump sum payment and will cover any additional bank charges occurred as a direct result of the underpayment.

## **Safety**

A copy of the Safety Policy Statement is available via the Intranet or in hard copy from your Directorate Human Resource Team. It contains information regarding the Council's and your personal responsibilities towards achieving a safe and healthy working environment.

## **Data Protection Act 1998**

In line with the requirements of the Data Protection Act 1998, Birmingham City Council will keep personal information relating to you.

In formally accepting this offer of appointment you expressly consent to Birmingham City Council holding and processing “sensitive personal data” (as defined in the Act) relating to you. You are also required to observe and comply with the provisions of the Act with regard to your actions in dealing with or the processing of sensitive personal data of others.

### **Other Terms and Conditions**

Your employment is subject to the policies and procedures of Birmingham City Council. Copies of all Birmingham City Council policies and procedures are available on the Birmingham City Council’s Intranet site, or by contacting your line manger or Directorate Human Resources Team for a hard copy.

### **Updating**

Birmingham City Council will advise you of any future changes to the reference documents referred to in this written statement of particulars or any other changes that have implications for your employment with the Authority.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S. Hughes', written in a cursive style.

**Stephen Hughes**  
**Chief Executive, Birmingham City Council**

## **Birmingham City Council: Statement of Additional Allowances**

As a conclusion of the Pay and Grading and Single Status consultation process, this document sets out the terms and conditions of employment for employees of Birmingham City Council, employed under the National Joint Council for Local Authority Services (variation to statement for Red Book employees).

These conditions may be varied from time to time subject to appropriate consultation, and negotiation processes. They will subsequently be incorporated into a staff handbook for City Council employees.

The Council has worked towards achieving standardisation of terms and conditions for its employees covered by the NJC for Local Authorities.

Throughout the process, the Council has recognised that for certain groups of workers, local agreements may remain necessary to deliver service requirements. Where this applies such agreements will be included in the relevant contracts of employment.

However, over time such local agreements will need to be reviewed at a Directorate level to ensure they meet the principles of the harmonisation agenda. Any change required will be actioned through a formal consultation and negotiation process.

The City Council is committed to a full consultative process, with negotiations as deemed necessary, on any proposals to review working arrangements to meet future business needs. A detailed business case will be presented for the specific groups of employees in question and will be subject to full consultation and negotiation, with a view to reaching agreement, before change is implemented.

### **1. Working Week**

The core working week is defined as 36.5 hours each week (pro rata for part time working) from Monday to Friday, with a minimum of 30 minutes lunch break each working day. Salary payment will be aggregated on a plain time basis over 37 hours as per the previous arrangement.

All such hours to be worked within the various contracted agreements that currently exist within Birmingham City Council. This may include working within the parameters of the various flexible working arrangements that exist. Such parameters cover a maximum operation period of between 7.00am and 7.00pm Monday to Friday, or work on any 5 days which would include a weekend working requirement as part of the normal working week.

The business needs of the organisation define the requirement for particular groups of employees to work outside the core working week as defined above. Where there are variations to the working week requirement then this will be clearly defined within the contract information for the relevant groups of staff.

Such working arrangements that operate at present will continue to be worked and will remain in place. Any future change to the requirements will be subject to a full consultative process.

The City Council endorses the principles of a work/life balance and will consider individual requests for change to working arrangements subject to operational needs. Such matters will also be considered as part of any consultation with employees on proposed changes to existing working arrangements.

## **2. Weekend working as part of normal working week**

Employees who are required to work on Saturday and/or Sunday as part of their normal working week are entitled to time and a half for Saturdays and double time on Sundays.

Chief Officers have discretion to pay employees above Grade 3 either enhanced pay for Saturday / Sunday working as part of the normal working week or agree to time off in lieu.

## **3. Working Outside of Normal Working Week**

Employees who are required to work additional hours at the weekends beyond their working week are entitled to receive enhancements at time and half for Saturdays and double time for Sundays (minimum of 2 hours payment).

## **4. Overtime working**

On completion of contractual full time hours employees in Grade 1 - 3 can receive overtime payments when required to work outside of their normal hours.

In order to receive overtime, employees must work a minimum of 37 hours (as per local agreement on working week) in that week, and only hours worked in excess of 37 hours will be paid as overtime. For part time or job share employees overtime pay is plain time until they have reached 37 hours. Once they have worked 37 hours they get paid time and a half.

However if the employee is requested to work overtime either on a Saturday or Sunday they will be paid time and a half for Saturday and double time for Sunday regardless of whether they have completed 37 hours.

Overtime working outside of that which is contractual is with the agreement of the employee concerned and is not compulsory.

Where particular groups of employees have regularly undertaken overtime for sound operational reasons and have been subject to the existing overtime payment arrangements for staff up to spinal column point 28, but have now fallen within the new grade GR4, overtime at enhanced rates can continue to be paid, subject to regular review.

For employees in Grade 4 and above additional hours worked as part of a planned working arrangement agreed payments can be made at plain time rates. However, employees in the first instance should seek to take time back in lieu.

The City Council will issue a mission statement to reinforce with managers and employees the principles of the Working Time Directive. Employees should not be working a total of more than an average 48 hour maximum in any one working week.

Under the City Council's duty of care to the people it employs, Birmingham City Council aspires to work within the Working Time Directives and would discourage both managers from rostering employees or employees themselves from working in excess of 48 hours in any working week.

Where a shift worker works overtime at a time which is more than 3 hours before the commencing time of the next normal day shift, the rate payable for all hours worked after midnight up to the next normal day shift shall be double time.

### **5. Night working**

Employees who are required to work during the night (8.00pm - 6.00am) as part of their normal working week will receive an enhancement of time and a third for all hours worked between 8.00pm and 6.00am.

This is not payable to employees when working irregular hours or employed on shift work as other enhancements apply.

### **6. Working on public holidays**

Employees required to work on a public holidays shall, in addition to the normal pay for that day, be paid plain time rate for all hours worked for that day. In addition, at a later date, time off with pay shall be allowed as follows:

Time worked less than half the normal working hours on that day - half day

Time worked more than half the normal working hours on that day - full day

### **7. Sleeping in duty**

Ensuring consistency across the Authority all employees required to sleep in on the premises shall receive an allowance of £30.08 per session as per the National Agreement. This covers up to 30 minutes call out per night, after they shall be paid the appropriate rate for the time and day the employee is working. Compensatory rest time will be given for hours actually worked during a call out.

Currently sleeping in duty is paid inconsistently across the Council, leaving us open to challenge as it cannot be justified. This standardisation would alleviate this risk.

This is subject to any National agreement currently being worked on.

## **8. Shift working**

**Alternating shift:** allowance is paid where:

- the total period covered by the shifts is 11 hours or more;
- there are at least four hours between the starting time of the earliest and latest shifts; and
- the number of normal office hours shifts does not exceed one half of the total number of shifts in the rota i.e. one shift in two.

The following allowances are payable where two shifts on a rota basis not including a night shift are worked over 4,5 or 6 days a week:

Where the total period covered by the two shifts is between 11 and 14 hours - 12.5% of salary

Where the total period covered by the two shifts is more than 14 hours - 14% of salary.

**Rotating shift:** allowance is payable where the total period covered by the shift is 18 hours or more and at least four hours are worked between 8.00pm and 6.00am.

The following allowances are payable:

Three shifts on a rota basis including a night shift over 5 or 6 days a week - 17% salary.

Three shifts on a rota basis including a night shift over 7 days a week - 20% salary.

These allowances are paid in addition to weekend working enhancements, either through current local agreements or paragraph 2 of this document.

## **9. Employees called upon to return to work (recall to work)**

This payment does not apply to employees who are on standby duty and receive a standby payment and call out rates.

To qualify for this payment a shift worker must have completed a shift and left his/her place of work and been recalled to work or have been notified before completing a shift to return to work not less than 2 hours after the completion of the shift.

Where the recall to work is at a time which is more than 3 hours before the commencement of the next shift, payment shall be as follows:

- Return to work and required for less than 2 hours - A minimum payment as for 2 hours at the rate of time and a half or the rate appropriate to the day and time, whichever is greater.
- Time worked up to and including 3 hours - time and a half or the rate appropriate to the day and time whichever is greater.
- Time worked in excess of 3 hours - double time for hours worked in excess of 3 hours up to normal commencing time.
- Return to work on a second or third occasion during the same period - time and a half or the rate appropriate to the day and time, whichever is greater, for the time worked, subject to the total payment for the hours actually worked on the several recalls to work being not less than the amount which would have accrued if the recall had been for the same number of hours on a single occasion (i.e. 3 hours or more).
- Work after midnight - double time for all time worked up to normal commencing time of the next normal day shift subject to the minimum payment outlined above.

Where the return to work is 3 hours or less before the commencement of the employee's next shift, a shift worker shall be paid time and a half or the rate appropriate to the date and time, whichever is greater, for the hours worked and plain time in respect of any period between the finish of the work and commencing time of the next shift. This is known as "deemed time".

### **10. Standby duty and call out**

The following elements address both frequency of undertaking emergency standby related arrangements and principles of compensation for callout.

Employees who are required to be part of an emergency standby arrangement must make themselves available for contact and callout during the duration of the defined session of the callout. (The session relates to hours worked outside of the normal working day).

All such hours will be paid at £24.92 per session (as of April 2006 but subject to cost of living award in line with 2007 pay award).

For Saturday's and Bank Holidays, the following payments apply

Standby payment: Bank Holiday / Sunday £49.84  
Saturdays: £37.38

On callout during the session, (excludes normal office hours) staff will receive the appropriate overtime rate for the hours worked. This will be paid at:

- Time and a half for evening and Saturday working

- Double time for Sunday and Bank Holiday's

For employees who are on a non service specific general rota to be contacted in case of emergencies i.e. disaster duty there will be an annual payment of £250.

The above arrangements will stand where there are no other local arrangements implemented after the implementation of the Pay and Grading Review. However where specific local arrangements are required subsequently these local arrangements will be consulted on separately.

### **11. Split duty**

Employees who are required to have more than one attendance at work where the break between attendances is not less than 2 hours, shall be paid at 5p extra per hour (this subject to the payment being merged or abated where rate of pay includes this as a normal daily duty).

This payment is not taken into account in calculating payments in respect of overtime or any other enhanced payments and shall not apply to:

- Employees called upon to return to work (see above)
- Employees engaged in night work
- School caretakers, home helps, shift workers or school crossing patrols.

### **12. Notice periods**

If an employee wishes to terminate their employment, there is a requirement to give notice in writing to the line manager.

Notice periods to be given by employees are, based on grade, as follows

|                   |          |
|-------------------|----------|
| Grade 1 - 3       | 1 Month  |
| Grade 4 - 5       | 2 Months |
| Grade 6 and above | 3 months |

Employees will be given the opportunity to complete an exit questionnaire and undertaken an exit interview if requested. Managers may give consideration to an employees request to rescind notice up to five days of the date of submission

### **13. Sickness Absence**

The City Council's Managing Attendance Procedure, together with the Occupational Sick Pay Scheme continues to operate in line with defined policies and procedures.

### **14. Sick Pay**

Normal pay for the purposes of calculating sick pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis. Normal pay will include all such contractual requirements for additional hours worked in excess of the standard working week and the regular additional payments relating to stand-by, shift working and night working.

### **15. Annual Leave and Sickness**

If an employee is off sick on any day designated as a bank holiday, the day(s) are not now reclaimable following return to work.

Annual leave can be reclaimed from the date of a doctor's certificate.

### **16. Car / Motorcycle Allowance**

Scheme to be maintained in accordance with the current policies and procedures.

### **17. Reimbursement of Expenditure**

Employees necessarily incurring additional expense in the course of their work in respect of travel, meals and overnight accommodation will be reimbursed approved expenses, subject to appropriate evidence of expenditure being produced and VAT receipt.

### **18. Employees Personal Accident Scheme**

To be maintained in line with current policy

### **19. Industrial Injury Allowance (top up)**

Existing payments of Top up Injury Allowance are reviewed on a case by case basis in light of changes made by the Pay and Grading review. Payments to continue prior to the case reviews.

### **20. Disturbance Allowance**

To be maintained in line with current policy

### **21. Recruitment Incentive Scheme**

To be maintained in line with current policy

### **22. Language Increments**

Employees who have language skills that are of demonstrable benefit to their current job roles, although not a requirement of their current job role shall receive an allowance of £1200 per annum to reflect the use of their skills.

### **23. Laundry Allowance**

For routine washing of standard overalls / uniform belonging to an employee, there is a weekly allowance of 60p per week.

If other items are washed, then a payment per item is applicable up to the maximum of £4.34 (excluding the routine laundry allowance) per month.

Working attire which requires dry cleaning will attract a maximum payment of £6.46 per month, on production of a receipt.

#### **24. First aid/Fire marshal duty**

The annual payment of is increased to £120 for employees who following necessary training will undertake first aid duties at work as needed.

Fire Marshals, who have the required Fire Marshal Training certificate, are also to be paid for their responsibility at a similar rate to first Aiders. The rate is also £120 per annum.

#### **25. School Crossing Retainer Allowance**

School crossing employees will receive £8.18 per week retainer allowance. This payment is to recompense casual employees who are called to work at minimum notice.

#### **26. Tool Allowances**

Tool allowances to be paid in accordance with existing agreements for craft workers

Engineers and Electricians - £6.10 per week

Carpenters - £5.64 per week

Street Masons and Paviours - £2.89 per week

(Rates quoted as at April 2005, increases to be paid in line with national agreements)

#### **27. Dog handling duty**

Currently there are Patrol Officers in Local Services who as part of their normal duties are expected to be accompanied by a dog at work. As part of this role, they are expected to undertake caring responsibilities for the dog.

Employees will be recompensed to cover maintenance costs. This is set at £70 per month to be reviewed on an annual basis in line with cost of living increases.

#### **28. Approved Social Workers**

Approved Social Workers to continue receiving a set payment the value to be taken from the highest level of payments currently received by staff (£1,800) and applied at all levels.

#### **29. Social Workers - Post Qualification Allowance**

Employees in receipt of incremental payments for attaining General Social Care Council (GSCC), post qualifying awards will retain these payments and will be assimilated onto the new pay and grading structure on this basis.

Post implementation of the pay and grading review, the City Council intends to introduce additional payments, based on an equivalent value.

This recognises post qualifying awards for new starters and also existing employees who attain awards.

### **30. Travelwise Co-ordinators**

Travelwise co-ordinators to be paid a flat rate annual supplement of £450.

### **31. LGV and Additional Driving Duties**

Employees asked to utilise their LGV licence for additional driving duties will be paid the difference between their current pay and the grade for drivers on a session by session basis.

## FORM OF ACCEPTANCE

«ReturnTeam»  
«ReturnAddLine1»  
«ReturnAddLine2»  
«ReturnAddLine3»  
«ReturnAddLine4»  
«ReturnPostCode»

### WRITTEN STATEMENT OF PARTICULARS OF EMPLOYMENT

I «FirstName» «Surname»  
Payroll number: «EmpNo»  
Post Number: «PostNo»  
Post Title: «PostTitle»

Accept the change in terms and conditions of employment as detailed in the  
Written Statement of Particulars dated 27<sup>th</sup> August 2008

Do not accept the change in terms and conditions of employment as detailed  
in the Written Statement of Particulars dated 27<sup>th</sup> August 2008

**Please ensure you have ticked one of the above boxes, forms incorrectly  
completed will be returned back to sender**

Please note that acceptance of this offer of employment does not prevent you from  
appealing against the job evaluation score applied to this post. Your right of appeals  
remains.

Please note that you do not have a right of appeal within Birmingham City Council to the  
terms and conditions of employment offered in this contract.

If you decide not to accept the offer of employment the City Council is likely to terminate  
your existing contract and re-offer this new contract of employment to you. Please refer  
to the supporting information pack for further information.

**SIGNED:** .....  
**PRINT NAME:** .....  
**DIRECTORATE:** .....  
**DATED:** .....

***On completion please return to the address at the top of this form by no later than  
19<sup>th</sup> September 2009***

## **Pay and Grading Employment Package**

### Supporting Information

#### **About this supporting information pack**

This supporting information pack is intended to help answer some of the questions you may have about the pay and grading review and associated employment package and to help explain the information enclosed.

If you have a query about the pay and grading employment package please refer to this pack of information in the first instance. Contact telephone numbers are also available at the end of this pack if you require more information or advice about how the pay and grading employment package affects you.

#### **1. Why has the Council undertaken a pay and grading review?**

The law requires that the Council, as your employer, provides a pay structure that is fair and equitable.

The Council has to ensure it complies with the Single Status Agreement which requires that local authorities in England and Wales conduct a review to harmonise the pay and grading and service conditions for all employees who work to National Joint Council (NJC) for Local Government Services terms and conditions.

The Council also has to comply more effectively with equal pay legislation which gives a person the right to the same pay and benefits as a person of the opposite sex if they are employed by the same employer and if they carry out work which is of equal value or work rated as equivalent by a job evaluation scheme.

#### **2. Which employees are covered by the pay and grading review?**

All jobs, from Scale 1 to PO11, covered by National Joint Council (Green Book) terms and conditions, are included in the pay and grading review.

The Council is also taking the opportunity to extend the pay and grading review to other job groups such as posts covered by the Joint National Council for Local Authorities Craft and Associated Employees.

#### **3. Which employees are NOT covered by the pay and grading review?**

The following employees are not covered by the pay and grading review:

- Teachers
- Staff employed on Soulbury terms and conditions
- Youth and community workers
- JNC officers

- Casual workers as they are not contracted employees of Birmingham City Council
- Registrars

#### 4. What does the new pay and grading structure look like?

The new structure:

- Is based on existing national pay spines (spinal column points)
- Has 7 grades, replacing the existing 24 grades.
- Has 9 Spinal column points within each grade, with the exception of GR1 which has 7

| Grade | Job Evaluation Score |       | Salary  |         | Spinal Column Points (SCP) |     | No. of Spinal Column Points |
|-------|----------------------|-------|---------|---------|----------------------------|-----|-----------------------------|
|       | From                 | To    | Min     | Max     | Min                        | Max |                             |
| GR1   | 167                  | 324   | £11,214 | £13,035 | 4                          | 10  | 7                           |
| GR2   | 325                  | 399   | £13,590 | £16,740 | 11                         | 19  | 9                           |
| GR3   | 400                  | 480   | £17,352 | £22,293 | 20                         | 28  | 9                           |
| GR4   | 481                  | 577   | £23,175 | £29,010 | 29                         | 37  | 9                           |
| GR5   | 578                  | 684   | £29,859 | £36,636 | 38                         | 46  | 9                           |
| GR6   | 685                  | 798   | £37,476 | £46,845 | 47                         | 55  | 9                           |
| GR7   | 799                  | 1,000 | £48,201 | £62,559 | 56                         | 64  | 9                           |

#### 5. Where will I find the factor levels and definitions for each factor?

All jobs covered by the review have been measured by using the local Government Scheme that has been developed jointly by the National Joint Council, which consists of trade union and employer representatives. It is the only scheme that has been designed with the explicit purpose of covering the full range of jobs within the Council. The factor levels and descriptions can be found on Inline. If you do not have access to a computer, please ask your line manager to print off a copy or contact your Directorate Human Resources Team.

#### 6. How have I been moved ('assimilated') on to the new pay and grading structure?

It is important to understand that your job evaluation score determines what grade you are placed in on the new pay structure.

The job evaluation score alone does not affect where you are placed (assimilated) within the grade. You will be assimilated onto the new Pay and Grading Structure as follows:

Employees who have **no change in pay** will join their new grade at the same level of pay as before, for example:

*Employee A's salary before the pay and grading review was £15,825*

Employee A's job evaluation score is 375 placing them in GR 2 which has a salary band of £13,590 - £16,740

*Employee A's new salary within GR 2 will be £15,825 (same level of pay as before).*

Employees who have **an increase in pay** will join at the lowest point of the new grade, for example:

*Employee B's salary before the pay and grading review was £14,544*

Employee B's job evaluation score is 425 placing them within GR 3 which has a salary band of £17,352 - £22,293

*Employee B's new salary within GR3 will be £17,352 (which is the lowest point of the grade).*

Employees who have **a decrease in pay** will join at the highest point of the new grade, for example:

*Employee C's salary before the pay and grading review was £25,437*

*Employee C's job evaluation score is 470 placing them within Grade 3 which has a salary band of £17,352 - £22,293*

*Employee C's salary within GR3 will be £22,293 (which is the highest point of the grade).*

## **7. If my pay is reduced through the pay and grading review, will my pension be protected?**

Under the new Pension Regulations from the 1st April 2008, where an employee chooses to continue in employment following a reduction or restriction in their pay and the reduction occurs on or after the 1st April 2008, they can opt to use the average of the best three consecutive years in the last 10 years of employment in the calculation of your pension benefits. However, for the purpose of this new Regulation only, the pay years end on the 31st March each year instead of on the anniversary of the date of leaving the Scheme. As with the previous Regulation, the pension benefits will be adjusted in step with inflation if the pay figure being used in the pension calculation is an old one.

If you need specific information about the effect of the pay and grading review on your pension, please contact the Pensions Office helpline on 0121 464 6800

## 8. How does job evaluation link to pay and grading?

Job evaluation is critical in assessing the 'value' of jobs to help identify and overcome inequalities in the pay structure. The information it provides helps the council to rank jobs by assigning a score to each job. Allocating scores to each job helps develop a ranking of jobs and this determines its position within the new pay and grading structure. The score is calculated from measuring the different types of skills, knowledge and experience required to perform the job.

Line managers were responsible for signing off those job evaluation questionnaires completed by the job holder to confirm the information reflected the true content of the job. Job Analysts contacted either the job holder or line manager if there were any completed parts of the questionnaire which were unclear.

The job evaluation system called 'Gauge' is operated by Job Analysts from the Human Resources Single Status Development Team.

## 9. What are the job evaluation factors?

There are 13 job evaluation factors which measure the different types of skills, knowledge and experience used to perform each job.

Refer to your job overview (enclosed) for further details of how your job has scored against each of these factors.

The chart below shows the maximum job evaluation scores that can be gained through the Gauge job evaluation scheme.

Further information on the job evaluation factors is available in the 'pay and grading' section of people solutions, on InLine.

| Job Evaluation Factor                      | Maximum Score |
|--|---------------|
| 1. Knowledge                               | 163           |
| 2. Mental Skills                           | 78            |
| 3. Communication Skills                    | 78            |
| 4. Physical Skills                         | 65            |
| 5. Initiative and Independence             | 104           |
| 6. Physical Demands                        | 50            |
| 7. Mental Demands                          | 50            |
| 8. Emotional Demands                       | 50            |
| 9. Responsibility for People               | 78            |
| 10. Responsibility for Supervision         | 78            |
| 11. Responsibility for Financial Resources | 78            |
| 12. Responsibility for Physical Resources  | 78            |
| 13. Working Conditions                     | 50            |

**10. I have not received a Job Evaluation Questionnaire – how can an informed decision about the pay and grading of my post be reached?**

There are a number of common roles across the City Council that are filled by a large number of people and therefore only a sample of employees in these roles have gone through the job evaluation process. The results will then be applied to all people working in the same or similar roles, this process is known as 'matching'. These roles are known as 'benchmark posts'.

It is also recognised there are other unique posts or posts with a small number of job holders and these are commonly known as 'non-benchmark posts'. For these individuals it is normally necessary for job evaluation to be applied to each post. This may not happen if, for instance, the non benchmark job can be suitably matched against another job.

**11. What if I disagree with the outcome of the job evaluation process?**

You will be able to appeal on one of the following grounds:

The level determined as described in the job overview on one or more of the 13 job evaluation factors for the job group is incorrect.

The information upon which the original evaluation was based was incomplete / incorrect.

The job has been incorrectly or inaccurately matched into a job group.

The role has changed substantially because new responsibilities have been introduced since the original evaluation/matching process. (This appeal right exists only in circumstances where the line manager does not agree with the changes to the job role, see appeals procedure). However, if your line manager agrees to the substantial change within the job, a new Job Evaluation Questionnaire will be issued.

Further information on timescales and the process to be followed can be found within the Appeals Procedure and Stage 1 Appeal Form included in this pack.

**12. Can a group of employees doing the same job make a joint appeal?**

Yes, collective appeals can be submitted by a group of employees who undertake the same job. This does not affect an individual's right to appeal.

**13. Will my salary remain unchanged while my appeal is going through?**

No, you will be assimilated onto the new pay and grading structure as determined by your job evaluation score. If as a result of your appeal your grade changes, your pay will be backdated to the date of implementation.

It is worth bearing in mind that appealing may result in increasing the job evaluation score, decreasing the job evaluation score or it may remain unchanged.

Even if the job evaluation score changes as a result of an appeal this may not necessarily mean that the grade for the post will change. For example if the job evaluation score for a post is 420, placing it in GR3, the job holder appeals with an outcome of the score changing to 440. The post will still remain in GR3 with no change in salary as the post must score 481 or more for it to move in to GR4.

A further outcome from appeal could be a reduction in the score to 390 which would result in the post being downgraded to GR2 with a reduction in salary (see below).

| Grade | Points |     | Salary  |         |
|-------|--------|-----|---------|---------|
|       | From   | To  | Min     | Max     |
| GR3   | 400    | 480 | £17,352 | £22,293 |
| GR4   | 481    | 577 | £23,175 | £29,010 |

**14. What should I be aware of in considering whether to make an appeal?**

Using the information provided above about the number of points that can be scored against each of the 13 factors it is worth looking at the points your job has scored and whether or not realistically you believe that enough points can be scored against any of the factors which would result in an increased number of points and possibly an increase in grade.

It is also worth noting the number of points scored and where that score falls within the grade. This is because if your score is near to the bottom of the grade (e.g. 410 points on GR3) it may be unlikely that the score could be increased through re-evaluation by the 71 points needed to move into GR4.

Also using this example, re-evaluation could result in the loss of 11 points which would mean the grade would drop to GR2 with a resultant decrease in salary.

If your score is near the top of the grade (e.g. 470 points on GR3) it is more likely that the score could be increased through re-evaluation by the 11 points needed to move into GR4.

**15. What are market supplements?**

These are additional payments to address recruitment and retention difficulties caused by external market factors. These supplements will help the council to recognise skill shortages for posts which are difficult to recruit to.

Where market supplements apply, they will be paid for a set period, to be determined in each case. It is also important to note that market supplements will not be consolidated into basic pay.

If your post has been identified as a post where market supplement payment will be paid, you will be written to separately. Any such payment will be pensionable for the duration of the supplement.

**16. How will the pay and grading employment package affect those on secondment?**

You will be advised about how pay and grading affects both your substantive and secondment posts. This information may be included already in this pack, if not your Directorate HR team will write to you separately.

Having considered your situation you may wish to return to your substantive post. If this is the case the following rules apply:

Where the substantive post remains vacant, you can return (a period of notice will need to be provided). Where the substantive post is occupied, you will need to remain in secondment until the substantive is vacated but the seconded salary level will be protected.

**17. What will happen to future increments to progress through the pay grade?**

Previously most employees would automatically move up the spinal column points of their grade on an annual basis up to the maximum point. There are a number of reasons why this is no longer desirable such as the organisation's desire to reward performance and also the age discrimination legislation that came into effect in October 2006.

To bring you in line with other groups of staff in terms of incremental progression you will be assimilated on to the second spinal column point within the new grade. You will then receive a further increment on 1<sup>st</sup> April 2009.

Progression from 1<sup>st</sup> April 2010 will be criteria driven (meeting objectives and targets set on performance and competency)

**18. How will competency-based progression be assessed?**

A criteria driven progression framework is currently under development and should be effective from 1<sup>st</sup> April 2010. As this is currently under development there are no further details available at this point in time.

**19. What other changes are there to my terms and conditions?**

The main changes are:

- The introduction of a standard 36.5 hour week
- Weekly/fortnightly to monthly pay.
- Changes to Annual Leave Entitlement and extra statutory / concessionary days arrangements (see below)

**Annual Leave**

Leave entitlement related to periods of continuous service is as follows:

| <b>Period of Continuous Service</b> | <b>Annual Leave Entitlement</b> |
|-------------------------------------|---------------------------------|
| Up to 5 years                       | 25 days                         |
| 5 years                             | 28 days                         |
| 10 years plus                       | 30 days                         |

In addition to the above, the current 2 extra statutory days and 2 concessionary days will be added to the annual leave entitlement outlined above.

Leave will be on a pro rata basis for employees who work on a part time basis. Leave can only be taken in agreement with your Manager who has to take account of service needs.

**20. When will the new annual leave entitlements come into effect?**

The annual leave entitlement (without the addition of extra statutory and concessionary days) will be effective from 1<sup>st</sup> January 2009. This will mean that for the 2008/09 leave year you will receive additional leave which will equate to a quarter of any difference between your current annual leave entitlement and the new entitlement without the addition of extra statutory and concessionary days.

The addition of the extra statutory and concessionary days to your annual leave entitlement will take effect from 1<sup>st</sup> April 2009 (on the basis that the entitlement to these days has already been taken in the current leave year and no concessionary or extra statutory days fall between 1<sup>st</sup> January 2009 and 31<sup>st</sup> March 2009).

If you are an employee with anniversary based leave, your leave will be adjusted accordingly.

If you work part time, your leave will be calculated on a pro-rata basis. Further information is available on People Solutions on Inline.

**21. My continuous service date is incorrect on my contract. Who do I contact?**

Please contact the pay and grading helpline. This also applies to any other inaccuracies on personal information detailed in your pack.

**22. What about Additional Allowances?**

The City Council has made a number of changes to some additional allowances. Further details of the arrangements for additional allowances can be found on the Birmingham City Council Intranet site or by contacting you line manager or Directorate Human Resources Team.

**23. Why is the Council seeking to change all weekly/fortnightly paid employees to monthly pay?**

Currently the council has approximately 17,000 employees who are paid weekly or fortnightly. This is costly in terms of administration and is inconsistent with the overall aim of harmonising terms and conditions.

It is anticipated this process will be completed no later than April 2009.

**24. What is the 'Employee Bargain' and how does it relate to the pay and grading employment package?**

The 'Employee Bargain' is the term to represent the vision for the future relationship between the council and its employees. The council aims to create greater flexibility within the workforce to support changing business needs in return for having an effective reward strategy and security of employment.

The Council will seek to develop opportunities within the workforce to promote choice, training, internal resourcing, competency and skills development and career paths. This will be supported by InSource.

**25. What is InSource**

The Council is committed to developing a mobile and flexible workforce that can meet both its immediate and long term business needs. At the same time the council wants to offer job security together with enhanced job and careers opportunities to its employees - it's most valuable resource. As part of this commitment, the Council offers various placement opportunities.

Further information about InSource can be found on the Birmingham City Council Intranet site or by contacting your line manager or the People Resourcing Team.

**26. I am currently receiving top up injury allowance, how will I be affected?**

Top up injury allowance is paid when an employee has an injury or disease sustained or contracted through their work which means they can no longer undertake a particular job and you have to work in a lower graded job. You receive a top up payment that reflects the difference between your old and new post.

If through the pay and grading review, the grades of either of those posts change your top up payment will be reviewed accordingly on a case by case basis.

**27. Can I appeal against the new terms and conditions?**

No, there is no right of appeal against the new terms and conditions. You have the choice either to accept or refuse them.

This does not affect your right to complain to an employment tribunal.

**28. What happens next?**

Within this pack you have a contract of employment containing the new terms and conditions of employment and you are asked to confirm your acceptance or rejection of the contract.

If you do not return this acceptance/rejection form or if you reject the contract offered, your existing contract will be terminated and you will be offered re-engagement on the new contract.

If you do not accept re-engagement and fail to attend work on implementation of the pay and grading review, the notice issued on your old contract will expire and you will no longer be considered an employee of Birmingham City Council.

If you do not accept re-engagement but do attend work as normal from implementation date, the Council will assume that you accept the new contract and you will be bound to the revised terms and conditions.

This does not affect your right to complain to the Employment Tribunal.

**29. If I sign the new terms and conditions how will this affect my job evaluation appeal?**

If you accept your new terms and conditions you can still make an appeal against the outcome of job evaluation. If an appeal results in an increase in grade, this will take effect immediately and be back dated to your date of implementation, therefore accepting the new terms and conditions has no impact on this.

**30. How do the timescales in relation to the acceptance of the new contract and the timeline for the Appeal process impact on me?**

The 2 timelines are separate, but run at the same time.

**31. The timeline in relation to acceptance of the new contract of employment is as follows:**

New contract of employment issued

You have until 19<sup>th</sup> September 2008 to consider and accept / reject the new contract of employment

If you accept the new contract of employment, this will be effective from the date of implementation (1<sup>st</sup> January 2009). If you do not accept the new contract of employment, you will be issued with a notice of termination (90 days' notice period) for your existing contract, whilst still retaining the opportunity to accept the new contract of employment that is being offered.

At the end of the 90 day notice period, those employees who have accepted the new contract of employment will have that implemented from the implementation date (1<sup>st</sup> January 2009).

If you do not accept the new contract of employment you will in effect have been dismissed

If you continue to work, following this 90 day notice period, but have not signed your new contract of employment, it will be assumed that you have accepted the new contract of employment, and are working to the terms and conditions of the new contract.

**32. The deadline in relation to the Appeals process is as follows**

The deadline for receipt of appeals is 31<sup>st</sup> October 2008.

### **33. More information and advice**

Please call your Directorate HR team.

### **34. What other help and support is available to me?**

Staffcare is the counselling service for the employees of the Council. You can access this service by calling 0121 464 0999.

However you are affected by the Pay and Grading review, Staffcare may be able to help you manage the emotional impact of it. They won't be able to advise you on the practicalities or advocate on your behalf, but can help to reduce the anxieties and help you to think clearly about your situation.

### **35. Can I get any financial advice?**

If you are affected financially by the pay & grading review, you could receive some free, independent advice.

This telephone access to financial advice is through specialist financial advisors and provides **guidance** on a wide variety of personal financial matters.

You can access this service through Staffcare by calling 0121 464 0999. When you call you **MUST** clearly state that you work for BCC and need financial advice because of the pay & grading review.

Employees can call at anytime (24hrs). However, Positive People Company (PPC) will arrange a fixed telephone appointment with a financial advisor no more than 48 hours after the initial call. That telephone appointment could be agreed between 7am - 9pm on any work day.

## **JOB EVALUATION IMPLEMENTATION APPEALS PROCEDURE**

### **1 INTRODUCTION**

This procedure has been consulted on with the recognised Trades Unions. It applies to all employees covered by The Pay and Grading Review (including the National Joint Council Single Status Agreement).

#### **1.1 Purpose**

The purpose of this procedure is to deal with appeals arising from the implementation of the outcomes of the job evaluation exercise.

This procedure applies only to appeals directly arising from evaluations conducted as part of the implementation of the Pay and Grading Review (including Single Status Agreement). The appeals procedure will be monitored jointly with the Trade Unions which will include equality monitoring.

**Employees are entitled to be represented by their Trade Union or accompanied by a work colleague at any meetings which are held under the procedure.**

#### **1.2 Collective Appeals**

A collective appeal can be submitted by a group of employees who undertake the same job and have the same job evaluation score. It may be in the interests of the job group to appeal collectively. This does not affect the individual's right to appeal.

Directorate Human Resources and the Trade Unions will facilitate the selection of a representative sample of employees who will submit evidence in support of the appeal.

In the event that a collective appeal results in a change in score, where the appellants represent 30% of the job group (or a maximum of 100 job holders from the job group) all employees in the same job group will be subject to any change in grade.

#### **1.3 Late Appeals**

In all cases if appeal forms are submitted after the relevant deadlines, appeals will not be considered from employees other than in the following circumstances:-

- Long term authorised absence from work.
- Where the employee has a disability or learning difficulty or other capacity issue which directly impacts on their ability to comply with the deadlines.

## 1.4 Trade Union Representation

In all cases Trade Union members are encouraged to discuss the grounds for their appeal with their respective Trade Union representative.

Initial queries regarding appeals should be made via the Pay & Grading Helpline.

## 1.5 Review of the Process

The Council, with the Trade Unions, agree to review time-scales generally and those specifically relating to the completion of the appeal forms once the appeals process is underway.

## 2 SCOPE

This procedure applies to those jobs evaluated as part of the Pay and Grading (including Single Status) exercise.

Job evaluation is carried out using 13 JE factors. An appeal under this procedure must identify which of the 13 factors an employee wishes to challenge.

Appeals will be admissible based on the following grounds:-

1. The level determined as described in the job overview on one or more of the 13 job evaluation factors for the job group is incorrect.
2. The information upon which the original evaluation was based was incomplete/incorrect.
3. The job has been incorrectly or inaccurately matched into a job group.
4. The role has changed substantially because new responsibilities have been introduced since the original evaluation/matching process.

This 4<sup>th</sup> appeal right is to be used only in circumstances where the line manager does **not** agree with the changes to job role. (See note below).

In respect of the 4<sup>th</sup> appeal right above, where there is agreement between the employee and the line manager that the role has changed significantly because new responsibilities have been introduced since the original evaluation/matching process, the appeal process will end as a new job evaluation will be completed. If the employee is dissatisfied with the result of the new evaluation and wishes to appeal on grounds 1 or 2 they may do so. The 3<sup>rd</sup> right of appeal is not relevant in this instance.

In the event of any re-evaluation as a result of an appeal the original factor score(s) may be increased or lowered. As a consequence of this there is a possibility that a job may increase in grade or be down-graded through the appeals process.

A change in factor level and job evaluation score will not necessarily lead to a change in the grading of the post unless sufficient additional points are awarded to enable a move to a higher band.

Regardless of the reason for appeal (i.e. whether the appeal is made under appeal right 1, 2, 3 or 4), employees will need to provide supporting information as to why, in their opinion, the scores for any of the factor level(s) do not reflect the specific demands/requirements of the job.

Employees submitting an appeal therefore will be required to provide clear evidence to support their appeal submission against each of the factor level scores they are appealing against. Simple statements like "I disagree with the factor level(s)" will not be accepted as the basis for an appeal.

Priority will be given to handling appeals from individuals whose earnings have decreased as a result of the job evaluation process.

### **3 APPEALS PROCEDURE**

There are two stages to the procedure and there are four potential steps within Stage 1.

#### **3.1.1 STAGE 1 - Step 1 - Employee submits Appeal**

The employee must submit the grounds for appeal in writing on the Stage 1 appeal form. Appeals will not be processed until after a period of six weeks from when the employee receives notification of their score. This six week period will allow for informal discussion on any issues with the line manager and Trade Union representative.

If after this six week period the employee wishes to pursue an appeal the following process will apply:-

- The employee submits their completed appeal form to their line manager within ten weeks.
- On receipt of the appeal the line manager has one calendar month within which to meet with the employee in order to discuss the information submitted within the appeal.

#### **3.1.2 STAGE 1 - Step 2 - Line Manager considers Appeal**

##### *Line Manager verifies Appeal*

Where the line manager verifies the information submitted by the employee they will complete the necessary section on the appeal form to indicate that the information set out in the appeal is agreed.

The employee will then send the completed form to the Directorate HR Team (keeping a copy for their own records and also sending a copy to their Trade Union if appropriate).

The Directorate HR Team will acknowledge receipt of the form and forward it to the Job Evaluation Team for processing.

#### *Line Manager disputes Appeal*

In circumstances where a line manager is unable to verify the information submitted by the employee, they will need to indicate on the appeal form where the information remains in dispute in the relevant section on the appeal form.

If the employee wishes to appeal against the line manager's decision not to verify the appeal, then the employee will send the completed form to the Directorate HR Team having indicated on the form that they wish to appeal to Chief Officer (or designated officer).

### **3.1.3 STAGE 1 - Step 3 - Employee appeals against Line Manager's decision to Chief Officer or designated officer)**

The Directorate HR Team will arrange for the Chief Officer (or designated officer) to review the manager's decision and within one calendar month of receipt of the appeal documentation. The Chief Officer (or designated officer) will either support the appeal or reject it.

The Directorate HR team will notify the employee of the Chief Officer (or designated officer's) decision.

#### **Chief Officer Verifies the Appeal**

If the Chief Officer (or designated officers) supports the appeal, Directorate HR will send the appeal documentation to the Job Evaluation Team for processing. Ideally any re-evaluation will take place within six months, however timescales will be dependant upon the number of appeals being handled at any one time.

Directorate HR will notify the employee and the line manager of the result of any re-evaluation ideally within five working days.

#### **Chief Officer rejects Appeal**

If the Chief Officer (or designated officer) rejects the appeal, there will be a final right of appeal to the Job Evaluation Appeals Panel.

If the employee wishes to appeal to the Appeals Panel they must confirm in writing to their Directorate HR Team within ten days of receiving notification of the Chief Officer's decision that they wish to pursue an appeal application to the Appeals Panel.

### **3.1.4 STAGE 1 - Step 4 - Employee submits appeal to Appeals Panel**

The Appeals Panel's role at Stage 1 is only to decide whether or not a Stage 1 appeal should be allowed to proceed (i.e. go the Job Evaluation team for processing).

The Appeals Panel will consider the application to appeal and make a decision on whether to support or reject it.

If the decision is to support the appeal then the appeal form will be sent to the Job Evaluation Team for processing. Ideally any re-evaluation will take place within six months, however timescales will be dependant upon the number of appeals being handled at any one time.

If the Appeals panel decide to reject the appeal their decision will be final and there will be no further right of appeal.

## **3.2 STAGE 2**

**Stage 2 is applicable to employees who are dissatisfied with the outcome of a job re-evaluation result at Stage 1**

### **3.2.1 Employee submits appeal to Appeals Panel**

A Stage 2 appeals form will be completed by the employee stating why they are dissatisfied with the outcome of Stage 1. This should be completed and returned to the Directorate HR Team within a calendar month of receiving the outcome of the Stage 1 appeal.

The Appeals Panel will ideally consider the employees appeal within six months of the submission of appeal forms, however timescales will be dependant upon the number of appeals being handled at any one time.

The Appeals Panel process is based upon the existing moderation process and employee attendance at Panel hearings is not required unless the Panel consider it necessary.

## **4 THE APPEALS PANEL**

A joint Appeals Panel will consider the information in the appeal together with information from the original evaluation.

The panel will comprise of:

- a Manager (selected from a trained pool) who will act as Chair of the panel.
- an HR Officer
- 2 Trade Unions representatives from different Unions (subject to full Trade Union participation) (from the trained TU pool)

Technical advice will be provided by a Job Analyst (this will be a different Analyst from the one that did any re-evaluation at Stage 1).

#### **4.1 Appeals Panel Process at Stage 2**

Having agreed that the appeal has been properly brought, the Appeals Panel will consider the grounds put forward on the appeal forms in light of the job evaluation rationale and the methodology used in the original evaluation/matching.

The panel will assess the appeal information using the NJC job evaluation scheme. The panel will invite the employee and line manager to answer any relevant question(s) when this is considered necessary.

The Panel will not consider evidence of further factors not specified as part of the original appeal.

The Panel will be trained in interpreting and applying the 13 factors and local conventions and have an understanding of equality and diversity. In circumstances where the Panel considers there is the need for clarification on elements of the role or the grounds for appeal to aid their decision making they may get whatever evidence based information they need.

With regard to appeals over incorrect matching into a job group Panels have the right to call in material related to jobs of broadly the same character and can make relevant comparisons before deciding upon an appeal.

Given the relationship between some factors within the NJC scheme, the panel may re-evaluate additional factors over and above those which are in dispute (based upon factor relationships established through local conventions and validated through the moderation panel).

#### **4.2 Appeals Panel Decisions at Stage 2**

The Appeals Panel may:-

- Refuse applications if an appeal has not been properly brought.
- Dismiss an appeal on the basis that the job has been correctly scored.
- Increase or decrease the score within the limitations of the procedure.

The Panel's decision will be final and there will be no further right of appeal.

It is important to note that a change in factor level and job evaluation score will not necessarily lead to a change in the grading of a post unless sufficient additional points are awarded to enable a move to a higher band.

The Appeals Co-ordinator will communicate the Panel's decision in writing (including where relevant, any revised factor level(s)) ideally within 14 working days of the decision being made.

The employee is specifically excluded from lodging a claim under the existing re-grading procedure in respect of the outcome of the Job Evaluation exercise. The existing re-grading procedure will cease on issue of job evaluation scores and the new procedure will take its place.

## **5 GRADING DURING THE APPEAL PROCESS**

The employee's grade as determined under the Pay & Grading Review (including Single Status) will remain unchanged pending the outcome of the appeal.

Successful appeals leading to an improvement in grading will be backdated to the date of implementation.

## **6 LEGAL RIGHTS**

Nothing in this procedure shall prejudice the legal rights of the employee or the employer.

## **7 PROCEDURE REVIEW**

This procedure will be subject to a review at any time as requested by the City Council or any of the recognised trade unions.

Personal Number: «EmpNo», Post Number: «PostNo», JE Code: «JERef»,  
Directorate: «Directorate»

## **JOB EVALUATION IMPLEMENTATION APPEAL FORM STAGE 1**

### **Criteria for submitting an appeal at Stage 1:**

1. The level determined as described in the job overview on one or more of the 13 job evaluation factors for the job group is incorrect
2. The information upon which the original evaluation was based was incomplete or incorrect.
3. The job has been incorrectly or inaccurately matched into a job group.
4. The role has changed substantially because new responsibilities have been introduced since the original evaluation/matching process.

### **Joint Appeals:**

- Employees are encouraged, where appropriate, to lodge joint appeals, however an individual right of appeal still exists.
- Every employee within a job group that wishes to appeal will need to complete an individual appeal form.

### **Established Deadlines:**

- You have six weeks from the date of your job evaluation score notification letter to consider whether you wish to make an appeal.
- You then have a further ten weeks in which to submit your appeal to your Line Manager.
- Your Line Manager has one calendar month from when your appeal is submitted to meet with you to discuss the appeal and verify it (or otherwise).
- Appeals received outside of this period will not be considered except in circumstances outlined in Section 1.4 of the Job Evaluation Implementation Appeals Procedure.

### **Trade Union Members:**

- Please take a copy of this form and send it to your Trade Union Representative.

## Section 1 – Individual Appeal - Your Details

|  |               |
|--|---------------|
| Surname:                                   | First Name:   |
| Division/Location:                         | Line Manager: |
| Home address and contact telephone number: |               |

## Section 1a – Joint Appeals

Is this appeal part of a joint appeal? Please tick ✓

Yes

No

## Section 2 – Grounds for Appeal *(Please indicate as appropriate)*

Please tick ✓

1. Where the level determined as described in the job overview on one or more of the 13 job evaluation factors for the job group is incorrect.
2. Where the information upon which the original evaluation was based was incomplete or incorrect.
3. The job has been incorrectly or inaccurately matched into a job group.
4. The job role has changed substantially because new responsibilities have been introduced since the original evaluation/matching process.

**Section 3 – Detailed information in support of your appeal**

- **Regardless of the reason for appeal you will need to provide supporting information as to why, in your opinion, the scores for any of the factor level(s) do not reflect the specific demands/requirements of the job. It is not sufficient to state that you disagree with a factor level or that your job has been incorrectly matched.**
- **Please attach a copy of your job overview a copy of your current job description (if available).**

**Please complete below what the factor level score is currently and what you propose it should be against the factors where, in your opinion, the score does not reflect the demands/requirements of the job.**

| <b>FACTOR</b>                              | <b>FACTOR LEVEL SCORED</b> | <i>FACTOR LEVEL PROPOSED</i> |
|--|----------------------------|------------------------------|
| 1. Knowledge                               |                            |                              |
| 2. Mental Skills                           |                            |                              |
| 3. Interpersonal & Communication Skills    |                            |                              |
| 4. Physical Skills                         |                            |                              |
| 5. Initiative and Independence             |                            |                              |
| 6. Physical Demands                        |                            |                              |
| 7. Mental Demands                          |                            |                              |
| 8. Emotional Demands                       |                            |                              |
| 9. Responsibility for People               |                            |                              |
| 10. Responsibility for Financial Resources |                            |                              |
| 11. Responsibility for Supervision         |                            |                              |
| 12. Responsibility for Physical Resources  |                            |                              |
| 13. Working Conditions                     |                            |                              |

Please use the space below to provide supporting information against each of the factors where, in your opinion, the score does not reflect the demands/requirements of the job.

|                                       |
|---------------------------------------|
| <i><u>Factor:</u></i>                 |
| <i><u>Supporting information:</u></i> |

|                                       |
|---------------------------------------|
| <i><u>Factor:</u></i>                 |
| <i><u>Supporting Information:</u></i> |

|                                       |
|---------------------------------------|
| <i><u>Factor:</u></i>                 |
| <i><u>Supporting Information:</u></i> |

Please copy this page if you have additional factors to list.

**Section 4 – Line Manager Declaration (to be completed by Line Manager)**

I confirm that I have discussed the ground(s) for appeal with the employee and that:-

Please tick ✓

- I can verify the information submitted is valid
- I cannot verify that the information submitted is valid

If you are unable to verify the information submitted, please use the space below to give your reasons and ensure you discuss these with the employee.

**Line Manager Declaration**

|            |  |      |  |
|------------|--|------|--|
| Print name |  |      |  |
| Signature  |  | Date |  |

**Section 5 – Employee Declaration**

- Once you have completed Sections 1 to 3, attached any supporting documentation as appropriate and your manager has completed Section 4 the form is ready for return.
- Please sign and date the declaration below.
- You should submit the form to the address shown below. It is advisable to keep a copy.

**Employee Declaration**

I confirm that the content of this Appeals Form is accurate and complete.

|            |  |      |  |
|------------|--|------|--|
| Print name |  |      |  |
| Signature  |  | Date |  |

## Section 5a - Trade Union Members

This section is applicable to Trade Union members only and completion is optional.

Please confirm by ticking the box that you have sent a copy of this form plus the job overview and job description (if appropriate) to your Trade Union (addresses shown on page 5).

## Section 6 – What happens next?

### 1. If your Manager has supported your appeal for re-evaluation

If your Manager has supported your appeal, this form will be passed to the Job Evaluation team for processing.

You will be notified of the outcome of the evaluation by your Directorate HR team.

### 2. If your Manager has **NOT** supported your appeal for re-evaluation

If your Manager has not supported your appeal for re-evaluation, you have a right to appeal to Chief Officer (or designated officer) who will review your manager's decision. Please refer to the Job Evaluation Appeals Procedure for further details.

Do you wish to appeal to Chief Officer (or designated officer)?

(Please note, if you do not wish to appeal to Chief Officer the appeals will end).

Please tick ✓

Yes

No

## Where to Send Completed Forms

Completed appeal forms should be returned to:

Human Resources Department

PO Box 14187

BIRMINGHAM

B2 2HH