This document forms part of the Collective Agreement with effective date of changes being 1 December 2025

# Pay & Allowances December 2025

### **Document forms part of the Collective Agreement**

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#### 1.1. Purpose Statement

- **1.1.** This policy provides clarification and consistency to managers and colleagues on pay and other allowances including:
  - Pay protection
  - Overtime
  - Bank Holiday/Public Holiday Working
  - Standby and Call out
  - Weekend Work
  - Night Work
  - Shift Work
  - Sleeping in Duty
  - Eye tests
  - Recruitment and Retention supplements
  - Acting up Arrangements
  - Career Grades

#### 2. Who the policy applies to

- 2.1 The policy applies to all colleagues of BCP Council including Chief Executive, Chief Officers, Youth Workers, and colleagues in support roles in maintained schools where BCP Council is the employer.
- 2.2 The policy on additional allowances (excluding salary supplements or recruitment and retention payments) does not apply to colleagues at Band 12 and above (unless by exceptional circumstance, and only with evidence of business rationale and approval from the Corporate Director).
- 2.3 The policy excludes teaching staff within schools where separate national and local agreements apply and excludes colleagues employed by Bournemouth Buildings Maintenance Limited (BBML), Tricuro, BH Live, Seascape, Local Authority schools where BCP council is not the employer, Academies and Councillors.
- **2.4** Colleagues on Soulbury pay and grading terms will continue to be paid under the Soulbury nationally negotiated pay structure, however all other elements of this policy will apply to those colleagues.
- **2.5** Youth and Community Workers and Tutors have eligibility to join the Teachers Pension scheme.

#### 3. This policy replaces

3.1 This policy replaces any national or local agreements that have been reached prior to the implementation date of this policy and any contractual arrangements that have been superseded by the 2025 Collective Agreement on Pay and Reward.

#### 4. Approval process

4.1 The terms of this policy have been agreed in conjunction with the 2025 Collective Agreement on Pay and Reward which has been subject to approval by Corporate Management Board and the recognised trade unions.

#### 5. Links to Council Strategies

- 5.1 This policy supports the People and Culture Strategy.
- 5.2 During the preparation of this policy document due consideration has been given to the following key council strategies:
  - Corporate Strategy
  - Sustainable Transport Plan
  - Digital Strategy
  - Workforce Strategy
  - Health & Wellbeing Strategy
  - Equality & Diversity Strategy

#### 6. The Policy

#### 6.1 **BCP Council pay structure** (Appendix 1 – Pay structure)

The proposed pay structure will be introduced at the point of Pay and Reward's implementation, over a four-year phased period. To move to a pay structure that does not allow for overlap in bands, each year (from April 2026 to April 2029) the bottom Spinal Column Point (SCP) of some pay bands will be deleted.

In April 2026, all bands except 1, 14 and Directors, will see the bottom SCP deleted. In April 2027 the bottom SCP of bands 2 to 12 will be deleted. In April 2028 the bottom SCP of bands 2,4,5,6,7,8, 10, 11 will be deleted.

This means that by April 2029 there will be no overlap of pay bands. This will become the permanent pay structure.

The salaries for SCPs between SCP 5 and SCP 43 are nationally negotiated in accordance with the National Joint Council (NJC) Green Book conditions of service and are subject to a nationally agreed pay award on an annual basis. This will be applied automatically to all colleagues (subject to pay protection arrangements – see section 6.5), except for colleagues on Soulbury pay and grading terms. Rates for SCP 44 and above are agreed locally.

The BCP Council pay structure ranges from Band 1 to Band 20. This leads on to a pay structure ranging from director level 1 to 7 and will be used for only Director roles, these are paid at spot rates rather than Band ranges.

The lowest Band on the pay structure is in line with the Real Living Wage, which will be reviewed annually.

Appointment into new roles where an employee is joining BCP Council should always be offered the lowest point of the Band unless there are exceptional circumstances which should be discussed with the Reward team in People and Culture.

#### 6.2 Incremental progression

Until April 2029 when the pay band no longer overlaps, all colleagues, regardless of their start date who are impacted by the deletion of the bottom pay point of their band, will be entitled to their next annual increment on 1 April each year.

Where a new starter is appointed after April 2029 the following approach will be taken, subject to performance criteria being met (as outlined and agreed with the Trade Unions in the Performance Management Framework):

Start date between April to October – increment the following 1 April Start date between October to March – increment after 6 months (and thereafter on 1 April of each year until the top of the band is reached).

Incremental progression within the Band for colleagues who are not at the top SCP, will be continuous (no bars) and automatic subject to meeting the minimum performance criteria. Incremental progression will continue until such time as the individual reaches the top SCP within the Band. Further progression is only possible thereafter for those on linked bands as part of a career grade.

Casual workers will be appointed on a spot point equivalent to the bottom of the corresponding job evaluated pay band, and therefore are not eligible for incremental progression.

#### 6.3 Job evaluation

All jobs are mapped to a role profile. Role profiles are evaluated under the Hay job evaluation methodology. The final score given to a role profile following an evaluation, will determine the Band of that post.

It is acknowledged that for certain roles, skills are scarce, and the local labour market may not easily allow the recruitment or retention of certain skills. The law requires employers to give equal pay for like work unless there is a material factor defence that can evidence a justified pay difference. Where this evidence exists, a recruitment and retention payment may be payable for a temporary period within a defined timescale to assist with recruitment and retention issues – refer to the relevant paragraph below.

#### 6.4 Apprenticeship pay structure

New Apprenticeship Appointments – Colleagues recruited to apprenticeship posts will receive 80% of the substantive salary for the role in which they are training. After 12 months in post, where the National Minimum Wage (NMW) or National Living Wage (NLW) exceeds the 80% rate, pay will be adjusted to the nearest spinal column point to the appropriate NMW/NLW.

**Existing colleagues Undertaking Apprenticeships –** Colleagues undertaking an apprenticeship as part of their development within their current substantive role will continue to receive their existing full contractual salary.

#### 6.5 Pay protection

6.5.1 The pay protection period as a result of Pay and Reward implementation, will be 18 months from 1 December 2025. The amount will be based on the salary as at 30 November 2025.

The following circumstances arising after the date of, and not connected to, Pay and Reward implementation that warrant pay protection will be managed according to the subsequent paragraphs:

- where a colleague accepts an offer of reasonable alternative employment as a result of redundancy or organisational change, or
- where after appropriate support and following advice from Occupational Health a colleague is unable, for reasons of ill health, to continue in their previous role and is offered and accepts a lower banded role that is within their capabilities

Where a colleague's pay is reducing, pay protection arrangements will not apply in either of the following circumstances:

- where a colleague makes a personal choice to apply for a post at a lower band
- where, following formal procedures to address issues of conduct or capability, the colleague is offered and accepts a role that is evaluated at a lower band e.g., as an alternative to dismissal.

6.5.2 **Protected pay** – This applies only to existing contractual basic rate of pay (not other allowances or additional hours). This rate is frozen at the commencement of the pay protection and will not be enhanced by any nationally agreed pay award. Any additional salary supplements or other additional temporary payments previously payable will not be protected.

Any Pay awards agreed after 30 November 2025, for the year 2025/2026 will be back dated for the period prior to 30 November 2025, for those that were on different T&Cs prior to the implementation of Pay and Reward

6.5.3 **Length of protection period** (not connected to Pay and Reward implementation) – Pay protection will be for a maximum period of 12 months for all colleagues except for those colleagues redeployed from short-term contracts, where the protection will be for the period of the initial contract.

**Start of protection period** - The protection period starts from the date the lower band work is commenced.

**End of protection period** – At the end of the protection period, the colleague will be paid at the top SCP of the evaluated Band for the position.

6.5.4 **Cost** – Any pay protection costs will be met by the originating service.

#### Pay protection will cease before completion of the protection period where:

- Subsequent pay awards result in the rate of pay attached to the substantive band of the post becoming equal to or exceeding the protection "frozen" pay level.
- The colleague is redeployed or promoted to a post where the pay level is at or above the protected salary.

Colleagues who work overtime whilst in pay protection – colleagues must claim the new hourly rate for any hours worked above contractual hours, not the protected rate of pay.

#### 6.6 Additional pay allowances

Equal Pay legislation dictates that all the working arrangements set out in this policy are paid at prescribed rates across BCP Council. There is no flexibility for managers to make their own local agreements and pay outside of these rates. All non-standard working arrangements/patterns of work must adhere to the Working Time Regulations 1998.

Any enhancements to basic pay for non-standard working patterns are paid in recognition of the inconvenience of the time of day/week that these hours are worked. Payment does not take account of the level or types of duties that are being worked, as these have been considered and assessed within the basic grading of the post.

Allowances that are paid at a fixed flat rate will be subject to annual review to determine whether these will be increased in line with the national pay award for that year.

The policy provides clarification on the practical arrangements and payment of the following:

- Overtime/Additional Hours
- Standby and Call out
- Bank Holiday Working
- Night Work
- Sleep in / Disturbed Waking Night
- Tool Allowance

No enhancements other than the above are recognised by BCP Council and are claimable other than those set out in the protection arrangements under the Pay and Reward Collective Agreement 2025.

#### 6.7 General principles

Part time workers are entitled to enhancements only at times and in circumstances in which full time workers would qualify.

Allowances cannot be accumulated. The maximum enhancement claimable at any one time is double time.

The inconvenience factor that working some of these non-standard patterns brings and therefore payment for, is the same for everyone, regardless of Band.

Colleagues must not claim more than one rate for the same period of work (e.g. where a colleague works at night on a bank holiday, one rate is claimed, not both). Where there is a difference between rates, the higher rate can be claimed.

#### 6.8 Summary of payments

A summary of the rates payable is shown below. Refer to the relevant section of this policy for full details and conditions.

Overtime	Rate Payable		
Monday to Sunday	Claim Plain time for hours up to 37 or accrued hours Time and a half (1.5) for hours worked above 37 or accrued hours equivalent to number of hours worked.		
Bank Holiday	Claim Plain time pay plus additional plain time pay (Double Time) (2) or plain time pay plus accrued hours equivalent to number of hours worked.  If bank holiday entitlement has been added at the start of		
(only applies when worked as overtime)	If bank holiday entitlement has not been added to leave year, a further day off (maximum of 7.4 hours, pro rata for part time workers) can be agreed with line manager.		
Night work (between the hours of 8pm and 6am)	Claim Time and a third (1.33) for hours worked <b>up to</b> 37 or accrued hours equivalent to number of hours worked		
(only applies when worked as overtime)	Claim Time and a half (1.5) for hours worked <b>above</b> 37 or accrued hours equivalent to number of hours worked		
Bank holiday working	Rate Payable		
Where part of the standard working week and hours are worked	Plain time already paid. Claim additional plain time pay (Double Time) (2).  If bank holiday entitlement has been added at the start of the leave year, no further day off is due  If bank holiday entitlement has not been added to leave year, a further day off (maximum of 7.4 hours, pro rata for part time workers) can be agreed with line manager.		
Where it is not part of the standard working week and hours are not worked	No additional pay  If bank holiday entitlement has been added at the start of the leave year, colleagues must book the day off using annual leave  If bank holiday entitlement has not been added to leave year, and normal hours exceed 7.4 colleagues must book the hours above 7.4 as annual leave		
Call out	Rate Payable		
Hours outside of normal working day except for below	Claim Time and a half (1.5)		
Bank Holiday	Claim Plain time pay plus additional plain time pay (Double Time) (2) or plain time pay plus accrued hours equivalent to number of hours worked.  If bank holiday entitlement has been added at the start of the leave year, no further day off is due		
	If bank holiday entitlement has not been added to leave year, a further day off (maximum of 7.4 hours, pro rata for part time workers) can be agreed with line manager		

Night work (between the hours of 8pm and 6am)	If hours fall within the working week, claim a third (0.33) If hours fall outside of the working week – refer to overtime section	
Standby	Rate Payable	
Type 1 (On call and required to leave home to provide an essential service if called)	£153.02 per week (£21.86 per day)	
Type 2 (On call and able to coordinate response from home if called)	£82.46 per week (£11.78 per day)	
Night work/disturbed waking night (between the hours of 8pm and 6am)	Rate Payable	
Where part of the working week	Plain time paid. Claim a third (0.33)	
Where not part of the working week	Claim Time and a third (1.33 total) for hours worked <b>up to</b> 37  Claim Time a half (1.5 total) for hours worked <b>above</b> 37	
Sleep in	National Minimum Wage	
Tool Allowance	Rate Payable	
	A maximum of £31.26 per month is available to purchase tools, as determined by post	

#### 6.9 Overtime

Overtime is defined as hours worked by a colleague within a one-week period over and above their agreed weekly contracted hours and at the request of their line manager to meet particular circumstances.

BCP Council aims to minimise the requirement for colleagues to work over their weekly contracted hours wherever possible but recognises that in some circumstances this may be necessary, to meet operational needs.

#### 6.10 Principles

BCP Council is committed to ensuring that colleagues maintain a healthy work-life balance and will try to ensure that the need to request overtime is kept to a minimum.

- Managers must undertake effective service planning and resource management to minimise the need to request overtime.
- When seeking a colleague to work overtime, the Working Time Regulations 1998 will be considered. These regulations state that an individual should not work more than 48 hours per week on average. (Further guidance on the application of the regulations is available from People and Culture).
- There is no contractual entitlement to overtime. Equally, there is no contractual obligation for a colleague to take up an offer to work overtime.
- Hours exceeding 37 in any one week for those on Annualised Hours contracts will not be considered as overtime.

#### 6.11 Payment conditions

- Overtime must be requested and agreed by a line manager, prior to being worked.
- Managers will determine, subject to budgetary pressures, whether overtime is
  offered as accrued hours or authorised payment, and this will be agreed with the
  colleague prior to being worked.
- Part time colleagues are entitled to the same conditions as full-time colleagues.
- Claims not submitted within a month of being worked are unlikely to be paid.
- Colleagues are not entitled to paid overtime for home to work or work to home travel time.

#### 6.12 Accrued hours

- Accrued Hours will only be given on an hour for hour basis i.e., one hour will be awarded for each actual hour worked.
- Accrued hours should be taken back at a mutually agreed time between the colleague and their manager.
- Accrued hours will not usually be paid, but in the event that the demands of the service make it impossible for the colleague to take back accrued time within three months from the date those hours were accrued, then payment may be authorised.

#### 6.13 Standby

A standby arrangement will apply when a colleague, either as part of their contracted employment, or on a voluntary basis, undertakes to be available outside of their normal contractual working hours to be available to work if called upon.

The standard duration of a standby period will be seven days however Service Units will determine the duration requirements in accordance with service requirements.

There are two types of standby:

- **Type 1**: The colleague is on call and required to leave home to provide an essential service if called.
- **Type 2**: The colleague is on call and able to coordinate response from home if called.

Managers are required to determine which standby type is required for the service provided and colleagues should be notified in advance.

Different standby payments are payable for each type.

#### 6.14 General principles

 Colleagues on standby or who are called out must be easy to contact and be able/fit to work/attend work within one hour of being called, if required.  Colleagues must ensure their contact details are up to date and they carry a mobile device with them.

#### 6.15 Contractual standby

Where the Service requires a colleague to undertake standby on a regular basis this will be an ongoing contractual requirement of the role. The colleague must make themselves available and be fit for work to attend at the time specified in the standby/call out rota.

#### 6.16 Voluntary standby

Volunteers are members of staff who agree to be available to be called upon to undertake agreed duties once their standard working pattern has been completed. This is not a contractual requirement, and colleagues will have discretion as to their participation in any rota which may be drawn up by their manager.

A standby payment will be made for the period the member of staff is required to be available and able to work.

#### 6.17 Payment conditions

- All standby arrangements must be authorised by the manager in advance of the standby period.
- The standby payment is calculated for each period the member of staff is on standby, irrespective of whether the member of staff is called out to work.
- A standby period is calculated over a rolling 24 hours.
- Only one standby payment can be claimed over any 24-hour period.
- Payments for standby sessions of less than 1 week will be paid on a pro rata basis, that is, Weekly amount divided by 7, multiplied by the number of days on standby duty.

#### 6.18 Call out (including work undertaken from home in response to a request)

Call out is usually initiated because of a standby period, however there may be times and circumstances, usually following an emergency, where staff could be asked to work in support of the emergency response. There will be no contractual obligation or expectation that colleagues will agree to this, and all arrangements will be made on a voluntary basis.

When a colleague is required to work during a period of standby, time worked over 30 minutes in any 24-hour period of standby will be paid at time and a half. This payment will be made in addition to the standby payment.

If the colleague is called and required to undertake work of less than 30 minutes, they will receive a standby payment in complete recompense.

#### 6.19 General principles

- Call out time/payment will commence at the point where a member of staff is called, and work commences. This includes any travelling time.
- Travel costs will only be paid between the colleague's normal place of work and the site they are required to attend. If the distance from the colleague's home to the site is a lesser distance than their base to the site, then no payment for travel may be claimed. If multiple call outs occur within the same 24-hour period, only the first and last journeys would require the commute to be deducted.
- Staff volunteering to work in response to an emergency who had not been placed on standby will be entitled to claim the call out rate but will not be entitled to a standby payment.

#### 6.20 Accrued hours

There will be no entitlement to accrue hours <u>in addition</u> to payment made for call out. However, an adjustment to working patterns may be required to ensure that colleagues have an adequate rest period between periods of working – see paragraph below on Working Time Regulations.

#### 6.21 Working Time Regulations

Where a colleague is either contracted or volunteers to be available for work outside their standard working pattern, care must be taken that appropriate breaks are taken and that the colleague does not exceed the Working Time Regulations. In summary:

- It is the managers' responsibility to ensure that the individual does not work on average, more than 48 hours per week.
- Working time excludes standby and not working. However, working time commences at the point where a member of staff is called out. This includes any travelling time.
- Where a member of staff has attended a call out, a suitable break must be taken before they start their next period of work. Further information is available from People and Culture.
- Managers must ensure that they have sufficient staff available to resource the service where staff have volunteered for standby duties to ensure that an appropriate break can be taken.
- It is the managers' responsibility to ensure that a minimum of a 30-minute break after a maximum six-hour duration is taken.

#### 6.22 Bank Holiday working

Staff have a contractual entitlement to the standard eight Bank Holidays/Public Holidays in England, namely (in order of the calendar year):

- New Year's Day normally 1 January
- Good Friday the Friday of the Easter weekend

- Easter Monday the Monday of the Easter weekend
- Early May Bank Holiday normally the first Monday in May
- Spring Bank Holiday normally the last Monday in May
- Summer Bank Holiday normally the last Monday in August
- Christmas Day normally 25 December
- Boxing Day normally 26 December
- Plus, any other day designated as a national holiday from time to time by the Government.

For part-time colleagues, all these provisions are applied pro-rata to the hours worked.

**6.22.1** When the usual date of a Bank or Public Holiday falls on a Saturday and/or Sunday, a 'substitute day' is given, normally the following Monday (and Tuesday where both Christmas and Boxing Day fall on Saturday and Sunday).

BCP Council may require some colleagues to work on Bank/Public Holidays, particularly those working shift patterns or working on a five out of seven-day pattern for work that is ongoing irrespective of the status of the day.

**6.22.2** When seeking colleagues to cover rotas and working arrangements on a bank holiday, managers are encouraged to minimise, where possible, the need or numbers needed to work on a bank holiday and to first seek volunteers wherever the need arises, including from similar services if appropriate.

#### 6.23 Night work

Where an individual is required to work at night, between the hours of 8pm and 6am, they will be entitled to claim an inconvenience enhancement for any hours worked between those times. The hours of the night shift will be determined by the needs of the service whilst considering the requirements of the Working Time Regulations and may differ to the hours claimable at an enhanced rate.

#### **6.24 Working Time Regulations**

There is extra protection under the Working Time Regulations for colleagues classified as night workers (a colleague who regularly works at least 3 hours during the night time (for one week out of every three) as part of their normal working week).

#### 6.25 Night Workers:

- Should not work more than an average of eight hours in each 24-hour period, excluding overtime (which is calculated over the appropriate reference period which is usually 17 weeks for Night Workers).
- Cannot opt-out of this limit (i.e. work more hours).
- Whose job involves special hazards or heavy physical or mental strain cannot work more than eight hours in each 24-hour period (i.e. no overtime can be worked) and working hours cannot be averaged over any reference period.

#### 6.26 Sleep in / Disturbed waking night

A 'sleep in' is defined as the period between the end of the evening shift and the beginning of the morning shift where a colleague, although not working, remains on site in a facility provided by the Council and is regarded as being available for work. There is an expectation that the colleague will commence duties if required.

The colleague will be considered 'on duty' where another staff member or a tenant living in their respective place of residence requests their assistance.

#### 6.27 Disturbed / Waking nights

If the colleague is woken during the night in order to support a person, or for some other house emergency, or if the colleague is unable to retire to bed at the start of the 'Sleep In' and has to support the situation for a period of 30 minutes or more they will be paid at the Disturbed/Waking Night rate below.

In the event of frequent disturbed nights, managers are expected to consider possible strategies to resolve issues.

#### 6.28 Payment conditions

- A minimum of 30 minutes must have been worked before the disturbed/waking night rate will apply. The national minimum wage rate will apply for the first 30 minutes.
- Any disturbance must be recorded accurately to demonstrate: The hours worked, the situation that caused the disturbance and how the situation was resolved
- Colleagues claiming for any disturbed/waking night hours cannot also claim the sleep-in rate for the same period.
- Colleagues claiming for a completely disturbed night will not be able to claim for any of the 'sleep in' rate.

#### 6.29 Tool allowance

A monthly contribution can be claimed towards the purchase of non-powered tools that the colleague purchases and owns but are required for the role.

#### 6.30 Redundancy Multiplier

There are no statutory age bandings for redundancy calculation. A 1.5 multiplier applies for all colleagues. A statutory cap applies where the cost of pension release for those over age 55 exceeds £8,000. A 20-year service cap will also apply.

#### 6.31 Professional subscriptions

There is a requirement in some roles for the postholder to be a member of a professional body, which accord them their professional status and qualification. The cost of subscription or membership fees will be borne by the individual and will not be reimbursed by the Council.

#### 7. Salary supplements

#### 7.1 Pay and Reward Implementation rules

Two temporary changes will be made to recruitment and retention payments as part of the Pay and Reward implementation arrangements so as to mitigate loss to those impacted. The temporary changes are as follows:

7.2 First temporary change - The calculation of recruitment and retention payments. This will apply to all roles with a recruitment and retention payment and will mean that the supplement will be calculated for a fixed period based on the difference between the middle SCP (Pay point) within the applicable band (where the band does not have a middle point the lower point will be used) and the market rate instead of the difference between the top of the band and the market rate which is the policy up to 30 November 2025. This rule can continue until 31 March 2029 (subject to satisfactory market evidence approved by the panel every 18 months).

During the period of phased introduction of the pay structure (until 2029), the SCP point within the band used for the calculation will remain the same for the duration until 2029, even where it is no longer the mid point of the band (as a result of the bottom point of the band dropping away each April during the phased introduction of the pay structure).

Where colleagues SCP pay point is above the mid-point used, the Recruitment and Retention supplement will be adjusted and calculated down to ensure colleagues are not paid above the agreed market rate.

A review of this policy will be undertaken prior to 31 March 2029 with the result that after 1 April 2029, the method of calculating all recruitment and retention payments may change or else revert back to the previous method of calculation. Recognised trade unions will be involved in these considerations.

- 7.3 Second temporary change Existing recruitment and retention payments that that are based upon a market rate that falls within the new pay band on 1 December 2025 for the role, will be ringfenced and permitted to continue and calculated based on to the difference between a colleagues actual SCP pay point and the market rate (within the band range), until 31 March 2029 (subject to the required evidence as described at 18 month reviews).. If the market rate increases, this implementation arrangement will cease and a new application will need to be submitted
- 7.4 Any new (not extended) recruitment and retention supplements agreed by the panel on or after 1 December 2025 must meet the below criteria which states that the market rate must be higher than the top of the band.
- 7.5 As colleagues progress higher in the pay band, the supplement will reduce to ensure that the total pay received is capped and does not exceed the market rate set at the point of implementation (1 December 2025)

#### 7.6 Roles with salary supplements

Where a role has a salary supplement applied to it, a proportionate amount of salary supplement will be applied to the allowances claimed for hours worked.

#### 7.7 Recruitment and Retention supplement

A Recruitment and Retention supplement is a temporary additional payment to the basic salary of an individual job, or specific group of jobs, where market pressures would otherwise prevent the Council from being able to recruit or retain colleagues with a particular skill or group of skills. The payment is reviewed every 18 months to determine if it remains relevant.

Recruitment and Retention supplements are temporary and paid at the sole discretion of the council. Such a payment is lawful under the Equality Act 2010 where there is evidence to justify that market factors are the "material factor" for the post attracting a higher rate of pay than other posts banded similarly.

Recruitment and Retention supplements may be agreed when it can be shown that the salary attached to the band for 'hard to fill or retain' posts are reasonably lower than those offered elsewhere and that this is having an adverse impact on the ability to recruit and/or retain colleagues.

Recruitment and Retention supplements are additional to base salary to aid recruitment and/or retention.

#### 7.8 Principles:

All market supplements shall be objectively justifiable and will be applied according to the following principles:

- Recruitment and Retention supplements will normally only be considered for posts identified as 'hard to fill or retain.'
- Recruitment and Retention supplements are linked to specific posts not individuals.
   Colleagues will receive the payment only whilst they undertake that post and for a fixed period of time.
- Colleagues transferring to a post which does not attract a Recruitment and Retention supplement will cease to receive the payment.
- Recruitment and Retention supplements are not permanent additions to salaries and are designed to address circumstances which may relate to recruitment and/or retention difficulties or shortage occupations.
- When the annual cost of living pay award is applied and/ or incremental pay progression occurs, the Recruitment and Retention supplement will be recalculated (reduced) to ensure total pay is consistent with the agreed market rate.
- Recruitment and Retention supplements will be reviewed every 18 months to determine
  whether the payment should be withdrawn, extended, or changed (a business case and
  evidence will be required for each review).
- Reviews at 18 months and the revised business case should include evidence demonstrating the need for the Recruitment and Retention supplement to continue. It must evidence that the payment has achieved or is starting to achieve the goals set out in the original business case.
- Where a Recruitment and Retention supplement is due to be withdrawn or changed, all affected colleagues will receive a minimum of one month's notice in writing.
- There is no appeal against the change to, or the withdrawal of, a Recruitment and Retention supplement.

- Recruitment and Retention supplements form part of an employee's pay and will be pensionable.
- The full duties and responsibilities of the role must be undertaken to receive the Recruitment and Retention supplement. Acting-up to partial duties will not warrant the payment of a Recruitment and Retention supplement.
- Payments for sickness and holiday will include the recruitment and retention payment element. Pay will reduce proportionately in line with the attendance and wellbeing at work policy - sick pay.
- Payment during family friendly paid leave will include recruitment and retention supplement element. This will reduce proportionately with the reduction to base pay when absent due to family friendly leave.
- Recruitment and Retention supplements should be clearly indicated in job adverts and the employment terms to prospective or current colleagues.
- Recruitment and Retention supplements are based on the difference between the middle SCP (Pay point) within the applicable band (where the band does not have a middle point the lower point will be used) and the market rate. This rule can continue until 31 March 2029 (subject to satisfactory market evidence approved by the panel).
- During the period of phased introduction of the pay structure (until 2029), the SCP point within the band used for the calculation will remain the same for the duration until 2029, even where it is no longer the mid-point of the band (as a result of the bottom point of the band dropping away each April during the phased introduction of the pay structure).
- Where colleagues SCP pay point is above the mid-point used, the Recruitment and Retention supplement will be adjusted and calculated down to ensure colleagues are not paid above the agreed market rate.
- For part-time colleagues, the amount will be calculated pro-rata to the hours worked.
- The Recruitment and Retention supplement does not alter the grading / sizing of the post determined through the job evaluation process.
- Recruitment and Retention supplements must have an end date.
- Market rate for a Recruitment and Retention supplement must be above the top SCP in a band other than where 7.3 applies.

#### 7.9 Recruitment and Retention supplements are not designed to:

- Reward individual performance
- Address issues of poor working conditions
- Resolve the anticipation of a problem

The potential resignation of a colleague is not enough evidence to warrant a Recruitment and Retention supplement.

#### 7.10 Justification for Recruitment and Retention supplements

In all requests, evidence must be provided and accepted. All Recruitment and Retention supplements will go via the salary supplement panel for approval. Additional approvals may be required as described below in the scheme of delegation. If evidence cannot be provided any existing payments must be removed.

#### 7.11 Recruitment difficulties

Evidence of a poor response to adverts both in terms of quantity and quality of candidates. To qualify, a job will have had to be advertised on a like-for-like basis on at least one previous occasion within the last 12 months with an unsatisfactory response.

The service lead will follow this up to establish the reason for the poor response as this may not be about salary levels – it could be due to other factors.

#### 7.12 Retention difficulties

Evidence of high colleague turnover (higher than the service or council average turnover rate) in the last 12 months demonstrated to be linked to salary levels. This could be evidenced through exit interviews (see guidance for further examples). Recent evidence must be provided if the payment is to be extended.

#### 7.13 'Market un-competitiveness'

Evidence should come from several different sources and may be presented from relevant salary benchmarking exercises (not national surveys), or in the form of advertised jobs in both the public and private sectors (there is an expectation that at least two of the comparators are selected from the public sector) but limited to the geographical area within the Southwest and Southeast. Any specific exceptions to the evidence required will need to be authorised by the salary supplement panel.

Evidence should show salaries for comparable posts in the market being at least 5% higher than those at BCP Council.

Without that threshold being reached, no further consideration will be given to the application of a Recruitment and Retention supplement.

In identifying comparator posts from market data, the posts should be the same, in terms of duties and responsibilities, or broadly similar in terms of the required knowledge, skills and responsibilities. The content of the role profile should be compared and little to no reliance placed on the comparison of the job title.

All elements of earnings should be compared, i.e. total salary and wider benefits package. Equal pay challenges may arise where a claimant considers the market data used is not comparable. Pay data is available from local/national advertisements, neighbouring authorities, regional local government employer networks, HR or profession-specific networks, externally validated pay databases, or salary benchmarking information. This reference data should be up to date to reflect the market position, therefore accurate within the last six months.

#### 7.14 Business case

The Business case should:

- Provide the evidence to show that pay is the primary issue
- Provide details of other attempts to resolve the issue
- Provide market data showing the difference between the salaries offered and the external market rate
- Present a proposal for the amount of supplement to be offered and provide a clear calculation including total oncosts for the payment applied to the post

#### 7.15 Determining amount of a supplement

The starting point is to assess the extent of the difference between the comparators market range (market rate must be above top of band) and the Council's band range for the post, taking account of any additional allowances.

Recruitment and Retention supplements are normally based on the median pay of comparators; however, total remuneration should be considered sufficient to enable the recruitment/retention of colleagues and support attracting suitable candidates.

Recruitment and Retention payments are paid monthly; however, it must achieve or start to achieve the goals set out in the original business case.

#### 7.16 Review

A decision to review and extend a Recruitment and Retention payment at the end of the initial period must be accompanied by a revised business case to include original rationale.

Recruitment and Retention supplements must be reviewed every 18 months.

The revised business case should include evidence of relative turnover recruitment and retention data and information from exit interviews to evidence that the payment has achieved the goals set out in the original business case.

#### 7.17 Eligibility

All colleagues within the same post should receive the Recruitment and Retention supplement.

Where services want to provide an incentive to agency workers working in a service, to join BCP Council as an employee they can consider a Recruitment and Retention supplement. Please take advice from the Reward team in People and Culture.

Payment will not normally be made where a colleague is returning to the council (having resigned from the same role) within one year of resignation.

Payment may be reviewed if a colleague is subject to a formal capability procedure.

#### 7.18 Authorisation for all Recruitment and Retention supplements

In accordance with Scheme of Delegation all requests for Recruitment and Retention supplement for new payments or extensions to be agreed as follows:

Total Amount of Gross Payment (including on-costs) per year	Authority Required
Under £25,000	Service Director
	Salary supplement panel
Over £25,000	Service Director
	Salary supplement panel
	Corporate Director
	Director of People & Culture
Any proposed payment which cannot	Advice from Reward Lead
be agreed at panel and/or does not comply with the criteria detailed in this policy	Corporate Management Board

Total amount of gross payment should be calculated as annual costs plus on-costs multiplied by the number of colleagues in the post where the payment applies.

#### 7.19 Acting-up Allowance (AUA)

An Acting-up Allowance is a payment for undertaking additional duties for a minimum period of at least four weeks, and maximum of six months, based on eligibility criteria in point 6.3 (below).

An Acting-up Allowance is non-contractual, temporary, and paid at the sole discretion of the council, in addition to the colleague's substantive salary

An Acting-up Allowance can be paid as a one-off lump sum (if for a finite piece of work) or an assessed fixed sum per month.

Acting-up payments should not get confused with secondments. A secondment is where an employee is covering 100 percent of the duties of another role.

#### 7.20 Purpose

The purpose of an Acting-up Allowance is to encourage development opportunities for colleagues, support succession planning, ensure colleagues are appropriately paid for undertaking duties at a higher pay band and to aid services in providing temporary cover arrangements.

#### 7.21 Eligibility

An Acting-up Allowance can be made for:

- a one-off, finite task or project which is outside the normal scope of an employee's duties and pay band
- temporarily carrying out some, but not all, of the duties normally carried out by a colleague on a higher pay band who has been continually absent for more than four weeks (not including planned annual leave) and can include sharing these duties with one or more others
- temporarily taking on additional duties at a higher pay band pending a formal reallocation of work or re-organisation

#### 7.22 Acting-up Allowances do not apply:

- for any periods of less than four weeks
- when a colleague is providing cover for another colleague's standard leave
- when the colleague covers the full duties of a higher banded post. In these circumstances, the manager should refer to the internal secondment scheme
- payments should be reviewed for colleagues who are on long-term sick leave (defined as a period of four weeks or more) or subject to formal conduct or performance procedures
- as a mechanism for rewarding additional hours at the same pay band (this should be paid as overtime or additional hours and must be authorised).

#### 7.23 Calculation

- Acting-up Allowance calculations should be based on the lowest salary point of the
  evaluated pay band for the higher banded post. If the manager can justify the payment on a
  higher pay point, they must submit the relevant evidence. Considerations should be
  consistent and fair regarding the pay point of colleagues in the same and other Directorates.
- If the employee is due an increment during the Acting-up Allowance (e.g., if the period goes past 1 April) this should be considered and articulated on the request when calculating the Acting-up Allowance with two calculations being presented – one for pre-increment and one for post-increment.
- Acting-up Allowances are subject to the local government cost of living (national) pay awards and are pensionable.
- Any payments for approved overtime would be based on the colleague's substantive pay band, where overtime relates to the normal expectations of the post. Where overtime is carried out relating to Acting-up duties, an hourly rate including the additional uplift will be paid, managers will need to be specific when authorising overtime as this will automatically be based on the substantive pay band.

#### 7.24 Duration

Acting-up Allowances are paid for the duration of the increased duties for a maximum of six months.

Managers should review the justification for continued Acting-up Allowance frequently or where a restructure is being planned and implemented.

Where an end date is specified, extensions beyond six months should only be made in exceptional circumstances and must be authorised by the Director of People and Culture.

If there is uncertainty regarding the end date, it must still be specified on the request, but can be subject to review, stating a date and reason for that review (e.g. part of maternity cover, pending restructure etc). This is to avoid any overpayment and to seek appropriate approvals.

The manager must make it clear to the employee that the Acting-up Allowance may end earlier (four weeks' notice) if the work has ceased, or the business needs change (e.g., return of a permanent post holder, changes to or because of a reorganisation).

There is no right of appeal against the ending of an Acting-up Allowance.

Managers need to consider when and how the end of an Acting-up Allowance should be managed so as not to demotivate an employee.

#### 7.25 Authorisation for Acting-up Allowance

In accordance with Scheme of Delegation, all requests for Acting-up Allowance for new requests or extensions to be agreed as follows:

Total Amount of Gross Payment (including on-costs) per year	Authority Required
Under £25,000 and in accordance with rules	Service Director Reward Team
Over £25,000	Service Director Reward Team Corporate Director Director of People & Culture
Acting-up Allowance to continue past six months	Director of People and Culture
Any proposed Acting-up Allowance which does not comply with the rules set out for this payment (excluding those exceeding six months, where Director of People and Culture will authorise)	Salary supplement panel

Total amount of gross payment should be calculated as annual costs plus on-costs multiplied by the number of colleagues in the post where the payment applies,

#### 7.26 Career grades with linked pay bands

Career grades which have linked pay bands represent a basis for progression within or through a career grade structure or hierarchy. They are generally associated with professions or careers within which acquiring of competence and skills adds to the colleagues' potential to contribute to the council.

The People and Culture team will hold the detail of all roles in BCP Council that have a career grade. Any new career grades should be agreed by People and Culture.

Services are required to set clear, objective, measurable competence criteria enabling colleagues to understand how they progress through the career grades.

Career grade progression must have a sequential increase in pay bands, for example a Social Worker cannot move from Social Worker I to Social Worker III. Colleagues will need to provide clear evidence that they have achieved the skills, knowledge and behaviours to reach the next step in the career pay band. If more than one individual has achieved the relevant level of competence to move up to the next career pay band, then a full and fair recruitment and selection process must be undertaken.

Creation of a career banded structure is subject to the service unit producing a sustainable business case and working with finance colleagues and People and Culture Business Partner to ensure the post fits within the service establishment and budget.

There will be fair and consistent application and management of career grades across the council, and available to both full time and part time colleagues.

#### 8 How to use this policy

8.1 This policy should be used in conjunction with the relevant request and authorisation processes.

#### 9 Roles and responsibilities

- 9.1 Line Managers are responsible for taking full accountability when submitting proposals for payments to ensure claims are accurate and meet the requirements of this policy and remain within service budget.
- 9.2 Directors are responsible for:
  - Ensuring applications meet the requirements of the policy before authorising.
  - Ensuring there is a budget in place to fund the request
- 9.3 People and Culture are responsible for:
  - Reviewing the operation of the policy and updating the policy as required.
  - Undertaking, coordinating, and monitoring Salary Supplement Panels.
  - Processing payments for allowances.

#### 10 Enforcement and sanctions

10.1 Managers will be held accountable for authorising payments in accordance with the policy. Failure to do so may result in disciplinary or performance management policies and procedures being referred to and followed.

# Appendix 1 - New pay structure (from 1 December 2025)

(Salaries on SCP 5-43 based on 2025-26 NJC SCP rates).

2025/26 Salary	SCP		Pay Structure	
24,309	RLW		Delete April 2026	
25,583	5	BCP Band 1	Delete April 2027	
25,989	6		Delete April 2028	
26,403	7	Delete April 2026	B00 0 10	
26,824	8	Delete April 2027	BCP Band 2	
27,254	9		Delete April 2026	
27,694	10	BCP Band 3	Delete April 2027	
28,142	11		Delete April 2028	Delete April 2026
28,598	12			Delete April 2027
29,064	13		BCP Band 4	Delete April 2028
29,540	14			Delete April 2029
30,024	15	Delete April 2026		
30,518	16	Delete April 2027		BCP Band 5
31,022	17	Delete April 2028		DUP Daliu 5
31,537	18	Delete April 2029	Delete April 2026	
32,061	19		Delete April 2027	
32,597	20	BCP Band 6	Delete April 2028	
33,143	21		Delete April 2029	
33,699	22	Delete April 2026		
34,434	23	Delete April 2027	DOD D4 7	
35,412	24	Delete April 2028	BCP Band 7	
36,363	25	Delete April 2029		
37,280	26			
38,220	27	BCP Band 8	Delete April 2026	
39,152	28		Delete April 2027	
39,862	29			
40,777	30			
41,771	31			
42,839	32		BCP Band 9	Delete April 2026
44,075	33			Delete April 2027
45,091	34			Delete April 2028
46,142	35			Delete April 2029
47,181	36	Delete April 2026		
48,226	37	Delete April 2027		BCP Band 10
49,282	38	Delete April 2028		
50,269	39			
51,356	40	BCP Band 11		
52,413	41	DUF Dalid 11	Delete April 2026	
53,460	42		Delete April 2027	
54,495	43			
56,446	44		BCP Band 12	
58,472	45		DOI Danu 12	
60,357	46	Delete April 2026		
62,112	47			
63,868	48	BCP Band 13		
65,625	49	DOF Danu 13		
67,381	50			

## Pay structure (continued)

2025/26 Salary	SCP	Pay Structure	
68,811	51		
69,788	52		BCP Band 14
70,763	53	Delete April 2026	
71,616	54	BCP Band 15	
72,468	55	DUF DAIRU 10	Delete April 2026
73,766	56		BCP Band 16
75,066	57	Delete April 2026	DCF Darid 10
76,625	58	BCP Band 17	
78,182	59		Delete April 2026
79,968	60		
81,752	61		BCP Band 18
83,536	62	Delete April 2026	
84,251	63	PCD Pond 10	
84,966	64	BCP Band 19	Delete April 2026
86,716	65		BCP Band 20
88,466	66		DOF Daild 20

# **Directors pay structure from implementation**

Directors salaries are paid at spot points and the issue of overlap therefore does not apply and will remain consistent from the point of implementation.

2025/26 Salary	SCP	Pay Structure		
103,324	67	Director level 1		
115,894	68	Director level 2		
123,097	69	Director level 3		
127,336	70	Director level 4		
146,572	71	Director level 5		
170,987	72	Director level 6		
211,560	73	Director level 7		