



**CABINET: 1 AUGUST 2001**

**Proposed Amendment to Local Agreement 13 – Commercial Services (Craft and Manual Workers)**

**1. INTRODUCTION AND BACKGROUND**

- 1.1 In March 2001 a Single Status Working Group was formed to deal with the remaining Single Status issues.
- 1.2 The group consists of 6 Employee Side representatives (including representatives from GMB/TGWU/UNISON), Personnel Services representative, Commercial Services General Manager and Assistant Director of Leisure Services (Service Development). Regional officers from GMB, TGWU and UNISON are also invited to the meetings.

**2. SINGLE STATUS ISSUES**

- 2.1 The Working Group has identified a range of Single Status issues and is currently working its way through them. It is anticipated that the majority of issues will be agreed for implementation after 1 April 2002.
- 2.2 One issue which Employee Side specifically requested for early amendment is the current Attendance Allowance scheme within Local Agreement 13 (Commercial Services, Craft and Manual Workers).
- 2.3 Under this scheme, employees who are absent due to sickness receive only 80% of their gross pay, the remaining 20% being deducted as an Attendance Allowance. Prior to 1 April 2000 the deduction was 30%.
- 2.4 However, Local Agreement 13 also reflects the Council's commitment to equal opportunities and an incremental approach towards Single Status for all employees.
- 2.5 To reflect this commitment Employee Side, working with Commercial Services General Manager, have agreed to amend Local Agreement 13 to ensure that in normal circumstances employees who are absent due to sickness receive 100% of their gross pay, effective from 30 July 2001.
- 2.6 This agreed change, together with an amended procedure for managing sickness levels for individual employees where their levels exceed reasonable limits, is included as para. 9.0 in the amended Local Agreement 13. This is attached as appendix 1.

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### **3. FINANCIAL IMPLICATIONS**

- 3.1 The change to the current Local Agreement is in line with the Council's commitment to progressing on an incremental basis towards Single Status for all employees. While no specific budget provision has been provided, allowance for the implications of Single Status has been made within the Contingency Fund.
- 3.2 The exact cost of the proposed amendment to Local Agreement 13 is difficult to forecast, as current sickness levels within the workforce reflect the impact of the current Attendance Allowance scheme.
- 3.3 Based on historic sickness levels the additional annual cost within Commercial Services is estimated at £24,000. This is an ongoing annual cost and if sickness levels increase then this figure will clearly be higher.

### **4. ENVIRONMENTAL IMPLICATIONS**

- 4.1 There are no specific environmental implications arising from this report.

### **5. CRIME AND DISORDER IMPLICATIONS**

- 5.1 There are no crime and disorder implications arising from this report.

### **6. EMPLOYEE SIDE COMMENTS**

- 6.1 The Employee Side support the amendments to Local Agreement 13.

### **7. INDUSTRIAL RELATIONS COMMITTEE COMMENTS**

- 7.1 The Committee discussed amendments to this local agreement which had come forward as part of the process of harmonisation of conditions of service under the Single Status negotiations. They were advised of a proposed amendment to paragraph 9.3 which strengthened an employee's right to have union or other representation at meetings where management were discussing an individual's level of sickness which had exceeded reasonable limits.
- 7.2 Subject to this amendment, the Committee supported the revised local agreement, which will be submitted to you for adoption, and authorised their Chairman and Vice-chairman to sign the agreement to signify that support.

### **8. RECOMMENDATIONS**

- 8.1 That Cabinet approve the amendments to Local Agreement 13 which are supported by Industrial Relations Committee, attached as appendix 1. The effective date of the agreement has been altered since Industrial Relations Committee and will now for operational reason be from 30 July 2001 (previously 6 August).

- 8.2 That Cabinet approve corporate financing in the sum of £24,000 to cover the current estimated additional Single Status costs.

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**Background Papers**

Review of Terms and Conditions  
(IRC - 2 August 2000)

## **New Forest District Council**

### **LOCAL AGREEMENT NO. 13**

#### **COMMERCIAL SERVICES – CRAFT AND MANUAL WORKERS**

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##### **1.0 SCOPE**

- 1.1 This Agreement covers Craft and manual employees who are engaged over the whole range of activities within New Forest Commercial Services and whose pay is determined by reference to either weekly or hourly wage rates.
- 1.2 The Agreement will be effective from 30 July 2001 and supersedes all previous local agreements relating to manual workers and Craft within New Forest Commercial Services.
- 1.3 The Agreement contains a number of amendments to the Locally negotiated conditions of service as laid down by the New Forest District Council.
- 1.4 Where not amended within the Agreement, existing NFDC Terms and Conditions will be retained.

##### **2.0 REVIEW**

- 2.1 Central to this Agreement is the accepted bi-lateral approach of continuing commitment to equal opportunities and progress towards single status for all employees; combined with the clear need to maintain the commercial viability of business units operating within a competitive environment.
- 2.2 The organisational culture of incremental review of conditions of service to maintain an accepted balance between employment terms and continued viability of business units will continue.
- 2.3 Opportunities to review elements within this Agreement will occur when existing CCT based contracts expire and when major services are subject to review under the Best Value process.
- 2.4 Subject to overriding factors in paragraph 2.3, a review of conditions of service will be carried out as and when required, or if there is a change to NFDC Terms and Conditions.
- 2.5 In cases where implementation of working arrangements within this Agreement give rise to dispute, the matter will be referred to the General Manager of New Forest Commercial Services whose decision, following consultation with the employee and/or Employee Side Representative, will be final.
- 2.6 Notwithstanding paragraph 2.5, nothing within this Agreement will take precedent over the Council's agreed Disciplinary and Grievance Procedures.

### **3.0 WORKING ARRANGEMENTS**

- 3.1 An essential ingredient within this Agreement is the recognition of the need for flexibility in working arrangements to ensure the effective and efficient utilisation of resources.
- 3.2 Basic hours of work for all employees will be 39 per week, on which rates of pay will be based.
- 3.3 The normal working week will consist of any 5 days in 7 for pre-programmed work. For employees engaged in building cleaning and street cleansing operations, the normal working week may be extended to meet operational requirements.
- 3.4 In relation to the flexible working week, Sunday will only be worked to meet operational or contract requirements.
- 3.5 Normal working hours will fall within the range commencing at 06.00 hours and finishing at 18.00 hours. The lunch break will be half an hour.
- 3.6 Working hours will be flexible to meet contract conditions and operational requirements, with reasonable notice being given of any necessary changes. This may include the requirement to work within a differential hours scheme during summer and winter periods. Regardless of the working period, the weekly wage will be based on an average 39 hour week throughout the year.
- 3.7 Where planned overtime is necessary, there will be a contractual obligation for employees to work as required.
- 3.8 Overtime rates for working outside the basic hours of work will be as follows:-
- |            |                 |
|------------|-----------------|
| Day 1 to 6 | Time and a half |
| Day 7      | Double time     |
- 3.9 Notwithstanding paragraph 3.8, where overtime working is by mutual agreement then the option will be available to agree payment at plain time rates or time off in lieu as appropriate. This will only apply where agreement is reached in advance.
- 3.10 Where New Forest Commercial Services is required to provide an emergency response or standby service for out of hours situations, there will be a contractual obligation for employees to participate in any scheme, as required.

- 3.11 For operations and sites within the New Forest District Council boundary the normal work base for employees will be the appropriate Council Depot or work site, as directed from time to time. Employees will report, as required, to any of the Council Depots or direct to site for the commencement of the working day.
- 3.12 For operations and sites outside the New Forest District Council boundary, due allowance for additional travelling time for the return journey will be made. In normal circumstances employees will be expected to travel to site in their own time.

#### **4.0 PUBLIC AND EXTRA-STATUTORY HOLIDAYS**

- 4.1 All employees will be allowed, irrespective of length of service, a holiday with a normal day's pay in respect of the eight public holidays.
- 4.2 All employees receive one extra-statutory holiday, which is incorporated into the Christmas public holiday entitlement.

#### **5.0 ANNUAL HOLIDAYS**

- 5.1 The annual leave entitlement for all new employees and existing employees with less than five continuous years service is twenty days.
- 5.2 The annual leave year commences on 1 April each year. Where an employee reaches the fifth anniversary of their appointment during the annual leave year; they shall receive a pro-rata proportion of the additional leave entitlement for that year.
- 5.3 All employees will submit requests for annual leave at least ten working days in advance, except in exceptional circumstances.
- 5.4 Where employees work within a team or gang, the granting of annual leave will take account of the team/gang's work programme.
- 5.5 To ensure operational efficiency and contract performance are not compromised, the Section Manager will determine and publicise the maximum number of employees who can take annual leave on any particular day within respective service areas.
- 5.6 Likewise, the Section Manager will determine and publicise the proportion of annual leave to be taken during the course of the leave year.
- 5.7 In normal circumstances, no annual leave will be carried over from one year to the next. However, where specifically requested in advance up to 5 days carry over may be agreed by the Section Manager.

#### **6.0 PENSION SCHEME**

- 6.1 Employees' benefits under the terms of the Local Government Superannuation Pension Scheme will be retained.

## **7.0 RATE OF PAY**

- 7.1 With effect from 1 April 2000 the rate of pay for all identified posts will be determined by reference to the Authority's accepted Single Job Evaluation Scheme.
- 7.2 All identified posts will be supported by a Job Description and each post will be integrated within the Authority's Spinal Column Pay Scale, on a fixed point basis.
- 7.3 Notwithstanding paragraph 7.2, in the case of craft/trade employees within the building and engineering trades, a discretionary performance based supplement of up to six spinal column points will be available to qualifying employees, this is subject to an agreed procedure being drawn up.
- 7.4 The award of a performance supplement will be at the discretion of the relevant Section Manager and will be based on an objective assessment of the employee's performance during the preceding review period, utilising a Performance Assessment Scheme to be agreed with the employees' Employee Side representatives, for each Section as appropriate.
- 7.5 The addition or deduction of performance supplement payments will in all cases be discussed fully with the employee concerned, prior to any amendments being made.
- 7.6 The rate of pay is inclusive of all relevant skill, discomfort, inconvenience, unsociable hours, responsibility, tool allowance and vehicle/plant maintenance payments.
- 7.7 In the case of hourly paid Building Cleaning employees, a discretionary recruitment and demographic allowance will be available to reflect operational and demographic requirements. This allowance will be on an individual or site basis, as decided by the Section Manager.
- 7.8 The rate of pay will be reviewed on 1 April each year, in line with the Authority's accepted joint negotiating framework.

## **8.0 ATTENDANCE ALLOWANCE**

- 8.1 With effect from 30 July 2001, the Basic pay and Attendance Allowance will be consolidated into a single rate of pay.

## **9.0 ABSENCE DUE TO SICKNESS (WEEKLY PAID)**

- 9.1 The New Forest District Council Reporting Sickness Procedure applies.
- 9.2 In cases where an individual employee's level of sickness exceeds reasonable limits, the Section Manager may:
- (a) Request an employee to provide a Doctor's Statement for all periods of sickness. The cost of certification will be reimbursed, but in the absence

of a Doctor's Statement employees will receive statutory sickness benefits only, where these apply.

- (b) Place the employee on an Individual Attendance Allowance (I.A.A) scheme. The I.A.A will comprise 30% of the rate of pay and will only be payable for hours worked and during periods of annual leave. The I.A.A will not be paid where an employee is absent due to sickness.
- (c) Withdraw payments which are in excess of statutory sickness benefits, where these apply.

9.3 In all cases the Section Manager will discuss the matter fully with the employee concerned and the employee will be given the opportunity to be accompanied by a trade union representative or work colleague of their choice. Action taken by the Section Manager will in all cases be confirmed in writing and will stipulate the effective time period and review date, this is not to exceed six months.

9.4 Where absence results from industrial disease or accident, sickness benefit will be the normal rate of pay.

#### **10.0 ABSENCE DUE TO SICKNESS (HOURLY PAID)**

10.1 In accordance with existing Local Agreements, the wage rates for part-time employees paid on an hourly basis will be enhanced by 2.5%.

10.2 The enhanced wage rate will be paid for all hours worked and represents an agreed allowance to remunerate employees who are absent due to sickness.

10.3 Employees receiving the enhanced wage rate will not be entitled to further payments when absent due to sickness.

10.4 Employees will be required to adhere to the agreed absence notification procedure, referred to in paragraph 9.1.

10.5 The agreed enhancement will be reviewed from time to time, to ensure it continues to represent a reasonable allowance for monitored sickness levels.

#### **11.0 FLEXIBILITY**

11.1 Within the limits of operational/driving skills, employees covered within the terms of this Agreement will work on any job within the New Forest Commercial Services.

11.2 Where an employee is engaged on higher graded work than his/her normal job group, then payment shall be made for those hours worked at the appropriate higher grade.

11.3 Where an employee is engaged on higher graded work for more than 50% of the normal working week, then payment shall be made for the whole normal working week at the appropriate higher grade.



11.4 Where an employee is temporarily engaged on lower graded work than his/her normal job group, then payment shall be made for those hours worked at a protected rate based on the normal job group.

11.5 Where an employee is permanently engaged on lower graded work, then payment shall be made at the appropriate grade for the revised job group.

## **12.0 ANNUAL PERFORMANCE PAYMENT**

12.1 Employees engaged within the terms of this Agreement will be eligible to receive an Annual Performance Payment (A.P.P.), directly linked to the financial performance of relevant contracts/trading accounts within their respective trading areas. The A.P.P. is an integral part of this Agreement, in recognition of the amendments contained in relation to both national and NFDC Local Conditions of Service.

12.2 For the purpose of the A.P.P., relevant contracts/trading accounts relate to works and activities performed by direct employees and not those undertaken by sub-contractors or external organisations.

12.3 Financial performance of the relevant contracts/trading areas will be monitored on a monthly basis, utilising trading accounts to summarise income and expenditure. Details of these trading accounts will be available to Employee Side representatives, on a confidential basis.

12.4 At the close of the financial/trading year, an annual trading account will be produced detailing the available surplus for each contract/trading area, which will be appropriated as follows:-

12.4.1 One third will be available as an Annual Performance Payment to be distributed equally amongst participating employees.

12.4.2 Two thirds will be set aside to the Commercial Services Reserve Fund to promote and support identified business needs of New Forest Commercial Services, at Members discretion.

12.5 The maximum payment to an individual employee in any one financial year will be the equivalent of four weeks pay at Spinal Column Point 14. For existing qualified employees within the Vehicle Workshops, the calculation of the maximum payment will be protected at Spinal Column Point 28. Employees within the Vehicle Workshops commencing employment after 1 April 2000 will be subject to a maximum payment based on Spinal Column Point 14. The rate of pay utilised will be that prevailing during the relevant financial year.

12.6 The calculation of the available surplus will take account of variations in contract trading periods and will exclude contract contingency sums, statutory rates of return and such other items not attributable to the performance of direct employees within the respective trading areas.

12.7 To qualify as a participating employee under the terms of this Agreement:-

- an individual must have accrued at least thirteen weeks continuous service with New Forest Commercial Services;
  - an individual must be employed within New Forest Commercial Services at the close of the respective trading/financial year.
- 12.8 A participating employee who commences employment during the trading year will receive a pro-rata proportion of the respective year's performance payment based on the number of whole weeks service.
- 12.9 Where an employee's contract with New Forest Commercial Services is terminated during the contract year, they will forfeit their right to receive any annual performance payment for that year, subject to the provision in Paragraph 12.1.
- 12.10 Where a participating employee works part-time within a respective trading area, the employee will receive a pro-rata proportion of the year's performance payment, based on the standard hours worked during a normal week.
- 12.11 Where an employee retires from employment with, or is made redundant from, New Forest Commercial Services, they will receive a pro-rata proportion of the year's performance payment, based on the standard hours worked during a normal week.
- 12.12 With the exception of employees within the Vehicle Workshops, the annual performance payment paid to an individual will be based on the number of full weeks worked during the respective trading year (i.e. where an employee has one or more days absence during a working week, they will lose that week's annual productivity bonus entitlement). For the purposes of this Agreement, annual holidays and absence due to industrial disease or accident will qualify as days worked.

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**The industrial Relations Committee agree and support the contents of this Local Agreement**

Signed by:

Signed by:

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Chairman of Industrial Relations Committee

Vice-Chairman of Industrial Relations Committee

Date: .....

Date: .....

Signed by:

Signed by:

GMB

TGWU

Date: .....

Date: .....

Signed by:

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Councillor Simon Hayes  
Leader of the Council

Date .....

Signed by:

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Jayne Griffiths  
Personnel Manager

Signed by:

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John Mascal  
General Manager – Commercial  
Services

Date: .....

Date: .....