

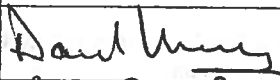
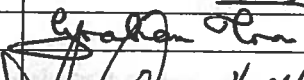
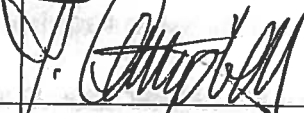
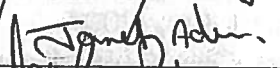

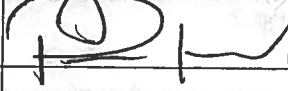
ABEDERDEEN CITY COUNCIL

CRAFT WORKERS AGREEMENT – IMPLEMENTATION AGREEMENT

APRIL 2007

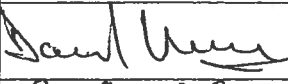
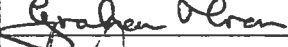

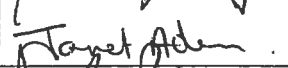
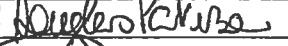

1. This document provides agreed clarification of and the implementation arrangements for the Collective Agreement reached between Aberdeen City Council (the employer) and the Trade Unions that have been recognised by the employer for negotiating on behalf of Craft Workers (i.e. TGWU, GMB, AMICUS and UCATT) in respect of new working arrangements, terms and conditions of service, pay frequency and other issues all as set out in the Agreement appended hereto.
2. The Craft Workers Agreement referred to at paragraph 1 above will take effect from 1 May 2007 for ALL staff employed on Craft Worker Terms and Conditions of employment. The pay rates quoted in the agreement will be updated to reflect the 2006 Craft Workers pay award.
3. In recognition of the changes that will be effected from 1 May 2007 on the implementation of the Collective Agreement the Council will make a Transitional Payment. The Transitional Payment will be to a maximum value of £500.00 net to each employee covered by the provisions of the Agreement. This payment will be pro-rated to the number of contractual hours for a part-time worker.
4. All staff employed on Craft Workers terms and conditions will move to the revised terms and conditions with effect from 1 May 2007.
5. To qualify for the Transitional Payment an employee requires to:
 - Be an employee of Aberdeen City Council under the SJNC Craft Operatives Scheme of Pay and Service Conditions on 1 May 2007.
 - Have been an employee of Aberdeen City Council under the SJNC Craft Operatives Scheme of Pay and Service Conditions since 1 February 2007 and continue to be employed until 1 August 2007.
6. Any employee that leaves the Council employment before 1 August 2007, except for the reason of early retirement approved by the Council (including ill-health retirement,) will forfeit the full entitlement to the Transitional Payment. The employee will have deducted from their final salary a sum pro-rated to the time not worked. For example, if an employee leaves on 1 June 2007 they will have only worked 1/3rd of the entitlement period and 2/3^{rds} of the £500.00 i.e. £333.33 will need to be repaid.
7. One key aspect of the new working arrangements, which is integral to the Agreement, is the flexibility and mobility of employees. For the sake of clarity this means an employee will be required to drive a Council vehicle when provided. An employee will not have the option to drive their own vehicle when a Council vehicle is provided and the requirement to drive a vehicle provided by the Council is a reasonable management instruction.

8. In accordance with para 4.8 of the Collective Agreement those Craft Workers who are provided with a Council vehicle will be required to undertake the agreed vehicle check before setting off for their first job on shift. They will be permitted to work and claim up to an additional 15 minutes before every shift to undertake this check. The additional 15 minutes vehicle check time will be paid at basic hourly rate provided the time is worked.
9. All employees covered by the Agreement will comply with the requirement to have all job tickets signed off by the tenant where-ever possible.
10. Arrangements regarding changes to pay, terms and conditions (including the move to monthly pay) will be circulated to all affected staff.
11. Revised contracts of employment will be issued to all staff to reflect the new working arrangements.
12. This Agreement is not indicative of the employer's position on any matter other than the subject matter of this agreement.

| Name | Signature | Date | Position | Organisation |
|------------------|-------------------------------------------------------------------------------------|----------|-------------------------------------|--------------|
| David Murray |  | 23/4/07 | Regional Organiser | UCATT |
| Graham Tran |  | 26/4/07 | Regional Officer | AMICUS |
| Thomas Campbell |  | 25.4.07 | Regional Industrial Organiser | TGWU |
| Janet Adams |  | 24.4.07 | Regional Organiser | GMB |
| Douglas Paterson |  | 23/4/07 | Chief Executive | ACC |
| Pete Leonard |  | 27/04/07 | Corporate Director | ACC |

CRAFT WORKERS COLLECTIVE AGREEMENT

This is the Agreement referred to in the Implementation Agreement dated of even date herewith

| Name | Signature | Date | Position | Organisation |
|------------------|-----------------------------------------------------------------------------------|----------|-------------------------------------|--------------|
| David Murray |  | 23/4/07 | Regional Organiser | UCATT |
| Graham Tran |  | 26/4/07 | Regional Officer | AMICUS |
| Thomas Campbell |  | 23/4/07 | Regional Industrial Organiser | TGWU |
| Janet Adams |  | 24.4.07 | Regional Organiser | GMB |
| Douglas Paterson |  | 23/4/07 | Chief Executive | ACC |
| Pete Leonard |  | 23/02/07 | Corporate Director | ACC |

ABERDEEN CITY COUNCIL

CRAFT WORKERS

INTRODUCTION & VISION

Aberdeen City Council recognises the need for committed employees in delivering a customer-focused service, which prides itself on continuous improvement. The importance of work-life balance, flexible working, affording employees dignity at work and attaining the highest standards of service delivery is also recognised by the organisation.

Aberdeen City Council is totally committed along with the employees to providing a service, which has a positive Health and Safety culture as a primary and over-riding objective.

The vision will be provided through a commitment to Best Value, by working together with the tenants and their representatives, other occupiers of buildings, management, employees and their representatives, also by working flexibly to remove barriers of employment status and demarcation.

The Agreement is based on the premise that basic pay will rise. The modernisation of working arrangements will improve efficiency and it is necessary that work output levels will improve.

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3. Hours of Work and Working Arrangements
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1. INTRODUCTION

1.1 Collaborative Working

The employer and trade union representatives agree to work collaboratively in order to develop the highest quality services to the customer that are efficient, cost effective, customer focused and utilise modern working methods and deliver best value.

Joint working has long been a feature of craft workers relationship with the Council. These revised terms and conditions recognise the important role that craft workers play in delivering and improving services within the **aberdeen** *futures* environment.

1.2 Modernisation

The employer, trade union representatives and the employees agree to work together in order to introduce modern operating methods including the use of new technologies which will facilitate more efficient methods of working e.g. using portable computer equipment and computerised communication systems The appropriate training will be provided.

The modernised service has been designed around the needs of our customers based on information from Tenants' groups, Elected Members and members of staff. Ongoing market research will measure how well the redesigned service meets our customers' needs and will inform improvements to the service on a continuous basis.

1.3 Flexible working

The Agreement incorporates a requirement for all employees to adopt a more flexible approach to work, both in terms of availability and working patterns but also in the development of their personal skills and the tasks that they can be expected to undertake.

1.4 Implementation

The new Terms and Conditions of Employment and Annual Salary increases will be implemented when:

- i) it can be demonstrated that all necessary structural changes have been made and
- ii) all flexible rotas are filled to the required level.

It is envisaged that implementation would be no more than two months after the date of this agreement being signed off by all parties and ratified by Committee.

1.5 Agreement Review

The agreement will be subject to ongoing and regular review, the first review meeting shall take place within 3 months of the date of implementation.

2. TERMS AND CONDITIONS

These local terms and conditions are those that have been determined as those that will apply to all Craft Operatives employed by Aberdeen City Council.

For the sake of clarity these new local terms and conditions replace and supersede any detailed agreements, working arrangements or custom and practice. Where this agreement is silent the provisions of the Scheme of Conditions determined by the Scottish Joint Negotiating Committee for Local Authority Services in respect of Craft Operatives will apply.

2.1 Salaries

Core to these terms and conditions is the fact that the rate for the job is an all inclusive rate taking account of all aspects of the job.

The rate of pay recognises the multi-tasking requirement (i.e. "bolt-on" skills) within areas of competence in related fields, which form part of this agreement. These are detailed in Appendix D.

Other than the allowances detailed in this local agreement, the Council will NOT make any other payments as allowances for special working arrangement or practices.

The all-inclusive rates are set out in Appendix A.

Employees will continue to receive nationally negotiated pay awards which are normally effective from 1 July each year.

3. HOURS OF WORK AND WORKING ARRANGEMENTS

3.1 Hours of Work

The standard working week will be 37 hours. This is the calculator for pay purposes. Employees will be offered the flexibility to be contracted to work up to a maximum of 45 hours per week. Any variation of contracted hours will be agreed on an annual basis. To enable the needs of the service and those of the individual to be managed effectively, the actual hours to be worked will be mutually agreed and a system will be implemented to record this. For example this may take the form of monthly or quarterly work patterns for each individual.

The Council seeks to promote flexible working arrangements which promotes every employees' own work life balance but such working arrangements can only be agreed when service needs can be met.

Arrangements for flexible working will include the following:

- Flexible Working Hours Scheme
- Term-time only Contracts
- Annualised Hours Contracts
- Compressed Working Week
- Home, Remote working

As every employee will be paid at an hourly rate the working week of individual employees may be varied by agreement from the standard 37 hours, provided that the individual's average hours over a 17 week period does not exceed an average of 48 hours, except by agreement

3.2 Day-service delivery hours

Day-service delivery hours for all employees subject to this agreement is:

| Day | Times |
|-----------------|--------------|
| Monday – Friday | 0800 to 2400 |
| Saturday | 0800 to 1600 |
| Sunday | None |

All employees will be required to work Monday – Friday between 0800 and 1600. Where possible employees can work flexibly in accordance with the working arrangements detailed above. In addition, to meet service delivery needs, it will be necessary to offer more flexible working arrangements requiring staff to cover service delivery commitments between 0800 and 2400 Monday-Friday and between 0800 and 1600 on a Saturday.

The normal standard hours of work will be 0800 to 1600 Monday to Thursday and 0800 to 15.30 on Friday. A half-hour for lunch will be taken each day. These working times can be varied by local arrangement.

Employees will only be required to work five days out of any six but any hours worked on day six in a working week (where the employee has worked their contracted hours within five days) will be paid at overtime rate.

3.3 Additional Hours, Overtime and Premium Payments

For the purposes of overtime the working week will be counted as Monday to Sunday.

The normal hourly rate will be paid where an employee works hours additional to their contracted amount when the 'additional hours' are worked within "Day-service delivery hours." Day-service delivery hours are only for the purpose of determining the rate of pay an employee is due when working hours within this period which are additional to their contracted amount.

Employees will normally be contracted to work a given number of hours per week. Where an employee agrees to work more than their contracted hours within a working week they shall be paid as per table below:

| Situation | Rate of Pay |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Additional hours exceeding 45 hours per week, where contracted. | Time and a half |
| Additional hours during standard day-service delivery hours over 37 hours per week, where not contracted | Time and a half |
| All hours worked between 1600 and 2400 on Saturday and all hours worked on Sunday | Time and a half |
| All hours worked between 24.00 and 0800 hours the following morning in addition to the minimum 37 hour week | Time and a half |
| Where an employee works on a public holiday nominated by the Council | Double time, plus a day off in lieu. |

3.4 Working Patterns

There is a requirement to meet the service need. Defined working patterns are required to be undertaken by Craft Operatives. The patterns are as follows:

- Standard is Monday to Friday, 0800 – 1600 (All Operatives)
 - Part-flexible is Monday to Friday, 1200 – 2000
 - Fully- flexible is in addition to the part-flexible working pattern also committing to work Monday to Friday, 1600 – 2400 and Saturday, 0800 – 1600 (working contracted hours 5 days from 6)
- Standard working pattern attracts no premium payment.
 - The part-flexible pattern attracts a flexible working payment allowance of 4% payable in addition to the salary level
 - The fully flexible pattern attracts a flexible payment allowance of 8% payable in addition to the salary level.

All arrangements for Call-out/Stand-by must be compliant with the Council's obligations as an employer under Health & Safety legislation, including the Working Time Regulations.

Where there is a need to provide services outwith normal working hours, where practicable, appropriate staff will be contracted for such duties.

3.5 Standby Duty:

At least one employee in each trade will be required to cover each period outwith the hours of the standard day service. The working hours will be designed to provide compliance with the Working Time Directive i.e. An 11-hour rest period will apply between time completing one working period and commencing the next period.

Stand-by is not classed as working time in accordance with the workforce agreement on working time. Only when an employee is called out to provide a service will this be deemed to be working time.

All payments in respect of standby duty are in recompense for the employee being contractually available for work. Failure to respond whilst on-stand

by may be viewed as a disciplinary matter.

The periods of standby duty operated by the Service in accordance with the above definition are therefore as follows: -

| | |
|------------------|-------------------------------------------|
| Monday to Friday | 2400 hrs to 0800 |
| Saturday | 1600 hrs to 0800 hrs on the following day |
| Sunday | 0800 hrs to 0800 hrs on the following day |

Payment for actual hours-worked on standby duty will be made at the following rates: -

- i) Time and a half
- ii) On public holidays – Double time
- iii) The minimum payment in respect of any period of standby duty will be two hours at the appropriate rate.
- iv) Where an operative on standby duty returns home after completing a call-out and the period for the next call received extends beyond two hours or more from start time of the previous call, then this subsequent period will be subject to a minimum payment of two hours at the appropriate rate. If however, the following call is received less than two hours after the first, then the hours claimed will match the attendance hours.
- v) The maximum claim for any 8 hour period of stand-by is 8 hours at the appropriate rate.

In considering the foregoing, it should be noted that all claims are in respect of actual attendance hours worked within a period of stand-by and are not related to individual jobs or calls.

- vi) All operatives must obtain a signature from the tenant confirming the time the work was undertaken.

At least one employee in each relevant trade will be contracted to cover each stand-by period. The working hours will be designed to provide compliance with the Working Time Directive

4. ALLOWANCES

4.1 First Aid Payments

Payment for being a designated first aider will only be made where the employee has:

- i) a current valid recognised first aid certificate
- ii) where first aid is NOT integral to the duties of the employees role
- iii) where the Council has designated the employee to be the first-aider for a given location or area of work

4.2 Car User Allowances

The Council will operate Inland Revenue Car User rates and reimburse any evidenced increased cost for changing car insurance to include use for business purposes.

The Council will not approve any new essential user allowances. It will actively work to reduce the number of staff with "essential car user" status.

4.3 Tool Allowance

Tool allowances will continue to be paid by the Council in accordance with SJNC rates.

4.4 Acting Allowance and Higher Duty Honorarium

Where for a period of more than a week, an employee is temporarily required to undertake the **full** duties of a post, which has been assessed at a higher grade; the employee shall be paid the basic rate of the higher graded role. This Acting Allowance will only be paid if the employee undertakes the full duties of the post for a continuous period exceeding one week. Once the qualifying period has been satisfied the allowance will be paid from the date the employee commenced the full duties of the higher post. Acting Allowance will not be made for employees undertaking the full duties of a higher graded post for less than one week.

Where an employee does not undertake the full duties of a higher graded post, but a substantial part – the minimum must be at least 25% - a Higher Duty honorarium payment may be granted in accordance with the extent of the additional duties. The duration for qualification of the Higher Duty honorarium payment will be four weeks.

Corporate Directors may make recommendation to the Head of Service (Human Resources) to award an ex-gratia payment to recognise the contribution an employee has made to the Council which must be over and above the role and responsibilities of their job. Ex-gratia payments will only be granted in exceptional circumstances.

4.5 Sickness Provisions and Allowances

4.5.1 Sickiness Allowances

The provisions relating to sickness allowances which are payable by the council are set out in sub-clause 4.5.2.4. These allowances are complementary to the statute based payments which an employee may receive and are subject to a range of conditions, many of which are additional to those applying to the statute based payments.

4.5.1.1 An employee is not entitled to receive sick pay under the scheme unless:

- (i) notification is made immediately to the person identified for this purpose by the council;
- (ii) further notification is made as required by the council;
- (iii) a doctor's statement is submitted to the council not later than the eighth calendar day of absence;
- (iv) subsequent doctor's statements are submitted as necessary;
- (v) in cases where the doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary, the employee must, before returning to work submit to the council a final statement as to fitness to resume duties;
- (vi) on return to work the employee signs a statement detailing the reasons for absence for all absences up to and including seven days.

4.5.1.2 Where, for the purpose of qualifying for sick pay under the scheme, a council requires a doctor's statement from an employee, the council will, with exception of 4.5.1.1 iii-v above, reimburse the employee the costs of such a statement on the provision of a receipt.

4.5.1.3 An employee who falls sick during the course of annual leave will be regarded as being on sick leave from the date of a doctor's statement.

4.5.1.4 Where an employee is receiving sick pay under the scheme, sick pay will continue if a public or extra statutory holiday falls during such sickness absence. No substitute public or extra statutory holiday will be given. Where an employee has exhausted sickness allowance entitlement, no payment should be made in respect of a public holiday occurring during the period of absence.

4.5.1.5 Widows and married women exercising their right to be excepted from the payment of full-rate National Insurance contributions shall be deemed to be insured in their own right for all National Insurance benefits.

4.5.2 Exclusion from Entitlement

4.5.2.1 There is no entitlement to sickness allowance if an employee:

- has less than 26 weeks continuous service;
- goes sick during a stoppage of work at the place of employment due to a trade dispute, unless the employee has not taken part in the trade dispute and has no direct interest in it;
- on the first day of sickness has already exhausted or subsequently exhausts sickness allowance entitlement (see sub-clause 4.5.2.4);
- on the first day of sickness is in legal custody or is subsequently taken into legal custody;
- fails to satisfy or to continue to satisfy the notification or certification requirements;
- is absent on maternity leave;
- terminates or has their contract of employment terminated.

Note:

The provisions of this scheme cease to apply to an employee whose contract of employment is terminated in pursuance of the provision of the Superannuation Act applicable to the case, whether by reason of permanent ill health or infirmity of mind or body or by reason of age; this is however without prejudice to the right of an employee whose employment is terminated by reason of permanent ill health or infirmity to receive the period of notice specified in the contract of service where appropriate.

4.5.2.2 Sick pay may be suspended if an employee abuses the sickness scheme or is absent on account of (i) sickness due or attributable to deliberate conduct prejudicial to recovery; or (ii) the employee's own misconduct or neglect; or (iii) active participation in professional sport or (iv) injury while working in the employee's own time on their own account for private gain or for another employer. The council will advise the employee of the ground for suspension and the employee will have a right of appeal to the appropriate committee of the council. If the council decides that the grounds were justified then the employee will forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

4.5.2.3 An employee who is paid any damages as the result of an accident will be required to re-pay any sickness allowance advanced, either in total or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the advance is made in full, will not be treated as sickness absence.

4.5.2.4 Payment and Period of Entitlement

An employee's entitlement to sickness allowance will depend on length of continuous service as follows:

| Service at commencement of absence from duty | Full Allowance for | Half Allowance for |
|-----------------------------------------------------|---------------------------|---------------------------|
| Less than 26 weeks | Nil | Nil |
| 26 weeks or more but less than 1 year | 5 weeks | 5 weeks |
| 1 year but less than 2 years | 9 weeks | 9 weeks |
| 2 years but less than 3 years | 18 weeks | 18 weeks |
| 3 years but less than 5 years | 22 weeks | 22 weeks |
| 5 years and over | 26 weeks | 26 weeks |

In exceptional circumstances there shall be local discretion to extend the period of full allowance or half allowance provided for in this paragraph.

The period during which sick pay will be paid, and the rate of sick pay, in respect of any period of absence will be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence except that neither the aggregate nor the twelve month period shall include any periods of absence on unpaid leave. The aggregate of such previous periods of sickness allowance shall be deducted in the first instance from the full allowance period and the balance from the half allowance period to which the employee is entitled in respect of the latest absence.

4.5.3 Calculation of Allowance

4.5.3.1 In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.

4.5.3.2 In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity benefit receivable, so long as the total sum does not exceed normal pay.

4.5.3.3 Definition of Normal Pay

Normal pay includes all earnings that would be paid during a period of normal working (including basic pay, flexible working payment) but excluding any payments not made on a regular basis (i.e. overtime).

4.5.3.4 The social security benefits to be taken into account for the calculation of sick pay are those to which an employee is entitled on the basis that the employee has satisfied so far as is possible:

- (i) the conditions for the reporting of sickness as required by the council;

(ii) the claiming of benefits;

(iii) the obligation to declare any entitlement to benefits and any subsequent changes in circumstances affecting such entitlement.

4.5.3.5 In the case of employees over 65 years of age, the full allowance shall be a sum which when added to any additional payment (including dependant's allowances), by way of National Insurance benefit or State pension, which the employee receives in consequence of being absent from duty through sickness, shall secure to the employee a sum equal to normal pay.

4.5.4 Sickness or Disablement due to an Accident in the Course of Employment

Absence in respect of normal sickness is entirely separate from absence through industrial disease or injury arising out of or in the course of employment with a council. Periods of absence in respect of one will not be offset against the other for the purpose of calculating entitlements under the scheme.

An absence due to an accident will only qualify for payment under this paragraph when an entry in the Accident Book (Form BI 510) approved for the purposes of the Social Security Act 1975 is appropriate and has been completed, and in the subsequent investigation by the council the facts so recorded are found to be accurate.

Note:

Every effort must be made to ensure that all accidents are entered in the Accident Book (Form BI 510) including those where the employee, as a result of the accident, is unable to make the entry personally. In circumstances where no entry is made at the time of the accident, the council should not unreasonably refuse the payment of industrial injury allowance. The council will still need to carry out the required investigation into the accident to establish the facts. If that investigation establishes that an accident took place arising out of or in the course of employment, the employee will nonetheless be entitled to the industrial injury allowance, despite the fact that no entry has been made in the Accident Book.

4.5.5 Medical Examination

An employee will, if required by the council at any time, submit to a medical examination by a medical practitioner nominated by the council, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. Any costs associated with the examination will be met by the employing council. Where it is necessary to obtain a second medical opinion, it should be provided by an independent medical referee as nominated by the council.

4.5.6 Infectious Diseases

An employee who is prevented from attending work because of contact

with infectious disease will advise the Head of Department immediately and will be entitled to receive normal pay. The period of absence on this account will not be reckoned against the employee's entitlements under this scheme.

4.6 All Inclusive Rates of Pay and Other Allowances

Core to these conditions is the fact that the rate for the job is an all-inclusive rate taking account of all aspects of the job.

Other than allowances detailed above in Section 2 or 3 of these local conditions, the Council will **NOT** make any other payments as allowances for special working arrangements or practices.

4.7 Lone Working and Risk Assessment

It is recognised that many Craft Operative work alone in the community. The Council has both statutory and policy commitments to ensure safe working practices at all times. In this regard it will ensure appropriate and robust risk assessment processes are in place. Individuals are responsible for raising any concern, that they may have with their line manager.

4.8. Vehicle Checks

Fifteen minutes will be allowed to operatives to undertake the necessary vehicle checks at the beginning of each working day, where a Council vehicle is provided.

5 GENERAL TERMS

5.1 Annual Leave

The annual leave year for Craft Operatives will be from 1 January to 31 December each year. Where an employee joins the Council and does not have continuous service, their entitlement will be pro-rated for the full number of months they will work during that leave year.

The annual leave entitlement per year is as follows:

| | |
|---------------------------------------------|---------|
| For less than five years continuous service | 25 days |
| For five years continuous service or more | 30 days |
| For ten years continuous service or more | 35 days |

Where an employee has been absent through illness for a period exceeding three months the Council will limit the annual leave to the service given during the leave year or statutory obligations.

Annual leave must be taken in the year for which it is allocated. Only in exceptional circumstances will permission be granted to carry over between leave years. This will be at the discretion of the employee's Corporate Director in accordance with guidance issued by the Human Resources Service. Payment in lieu of untaken holidays will not be made as a 'use it or lose it' rule will be made in all cases. The only exception for paying in lieu of untaken holidays will be where the employee's contract of employment terminates and annual leave is outstanding and there was/is no opportunity to take the outstanding entitlement.

Continuous service for the purpose of calculating annual leave is all previous service with an organisation covered by the Redundancy Payments (Continuity of Employment in Local Government etc.) Modification Order 1999.

5.2 Public Holidays

The Council will have seven recognised Public Holidays per annum. These will be the same day (in some cases different date) per year. The days recognised are:

- Christmas Day (25th December)
- Boxing Day (26th December)
- Hogmanay (31st December)
- New Years Day (1st January)
- 2nd January
- May Day (first Monday in May)
- Autumn Holiday (4th Monday in September)

Where an employee is required to work on a public holiday (s)he will receive pay at the rate of double time and a day off in lieu, which must be taken within three months of the designated public holiday.

Should further public holidays be nominated nationally, these will be added

to the above list.

5.3 Maternity Scheme and Allowance

As per Local Scheme agreed by Resources Management Committee

5.4 Paternity Scheme

As per Local Scheme agreed by Resources Management Committee

5.5 Special Leave and Pay

As per Local Scheme agreed by Resources Management Committee

5.6 Travel & Subsistence Reimbursement

Employees will be reimbursed for all reasonable expenses incurred in the performance of their duties. All travel (excluding mileage) and accommodation should be booked centrally through Resources Management Services. Actual additional expenditure on subsistence needs to be supported by receipts and will be reimbursed to the subsistence limits.

Subsistence is not an allowance and will only be reimbursed on production of receipts.

Travel outwith the City boundaries shall normally be by the most economical method. Where this is by private car authorisation in accordance with the Service's "authorisation of journey" procedure must be obtained before the journey. Where travel outwith the City boundaries is deemed appropriate by car, the out of City Car Mileage rate detailed in the Car User Scheme will apply.

Claims for reimbursement must be in accordance with financial regulations relating to Travel and Expenses.

5.7 Period of Notice to Terminate Employment

The minimum period of notice to terminate employment given by the employee to the Council will be four weeks

The minimum period of notice to terminate employment given by the Council to the employee will be in accordance with the provisions of the Employment Act 1996.

5.8 Pay Method and Date

All employees will be paid by the BACS system into a bank or building society nominated by the employee. The Council will not pay by cash or cheque. For this purpose all employees are required to operate a bank account.

All permanent, fixed-term and employees will be paid monthly on the

second last working day of each calendar month, or if this is a weekend the preceding Friday.

The transition of employees from weekly to monthly pay will be carefully managed. Arrangements will be developed to provide staff with support and assistance, including interest free loans, repayable over a number of pay cycles, where an employee could suffer hardship. This arrangement will be phased in sensitively and support will be provided when required (e.g. financial budgeting/management) for staff affected.

5.9 Protection

Protection of pay will be on a cash conserved basis for a period of three years from the date of moving on to the new rate for the job.

Where a rate of pay for a job is lower as a result of this agreement the Council should seek to review the role with a view to increasing responsibilities. Where a person is on pay protection and their job has not been reviewed within the three year period on protection the period of protection may be extended to five years where approved by the Corporate Director for Resources Management.

Where a post is reviewed and the outcome is the employee remains on pay protection, there will be no provision to extend the 3 year period of protection.

5.10 Mechanism for Equal Pay

This agreement recognises the need for Equal Pay across all Council employees. Any mechanism/scheme will need to take into account any local market rate factors. Both sides are committed to finding an agreed mechanism/scheme for determining equal pay in terms of the issues described above. Any such agreement will require job descriptions and other relevant documentation regarding each role to be updated.

5.11 Single Craft Rate

Notwithstanding the above paragraph, the offer reflects the differentials in skills across the craft trade groups. The Council is aware that some trade unions consider the need for a single rate for all craft employees and considers this to be an issue to be resolved at National level. The Council would adopt future guidance on this matter from any future national agreement.

6. APPRENTICES

The Council, the Trade Unions, and the employees are committed to a Policy of employing and developing apprentices. The parties will work together to ensure that apprentices are given every opportunity through training in the workplace and externally. Output requirements will be adjusted where apprentices are being trained. (Allowances for the apprentices' - time first year 100%, second year 35%, third year 25%, fourth year 10%).

All Craft Operatives will be required, as and when necessary, to

providing training, guidance, mentoring and support to apprentices.

Appendices

| | |
|-------------------|----------------------------------------|
| Appendix A | Proposed Salaries |
| Appendix B | Examples of comparison salaries |
| Appendix C | Additional (Bolt-on) Skills |
| Appendix D | Example Rotas |
| Appendix E | Financial Summary |

10.0 Proposed Salaries

| Trade | Annual Salary | Hourly Rate | Hourly Rate |
|----------------------------------|------------------|-------------|-------------|
| Blacksmith | 21,474 | 10.81 | 11.16 |
| Approved Electrician | 21,474 | 10.81 | 11.16 |
| Electrician | 20,169 | 10.16 | 10.48 |
| Joiner | 18,966 | 9.55 | 9.86 |
| Mason | 18,966 | 9.55 | 9.86 |
| Painter | 18,966 | 9.55 | 9.86 |
| Plasterer | 18,966 | 9.55 | 9.86 |
| Advanced Plumber | 21,474 | 10.81 | 11.16 |
| Approved Plumber | 20,169 | 10.16 | 10.48 |
| Slater | 18,966 | 9.55 | 9.86 |
| Semi-Skilled Slater | 16,962 | 8.58 | 8.82 |
| Engineer | 21,474 | 10.81 | 11.16 |
| Scaffolder | 18,381 | 9.29 | 9.55 |
| Lift Engineer | 22,305 | 11.16 | 11.59 |
| Glazier | 18,966 | 9.55 | 9.86 |
| Workshop Joiner | 18,966 | 9.55 | 9.86 |
| Skilled Labourer 1 | 16,962 | 8.58 | 8.82 |
| Skilled Labourer 2 | 16,116 | 8.16 | 8.38 |
| General Labourer | 10,938 | 5.69 | 5.69 |
| Mechanics | 21,474 | 10.81 | 11.16 |
| Trade | % of Salary Rate | Hourly Rate | Rate |
| Building | | | |
| Year 1 | 45 | | |
| Year 2 | 55 | | |
| Year 3 | 67.5 | | |
| Year 4 | 87.5 | | |
| Electricians And Plumbers | | | |
| Year 1 | 45 | | |
| Year 2 | 60 | | |
| Year 3 | 70 | | |
| Year 4 | 85 | | |
| Blacksmiths | | | |
| Year 1 | 55 | | |
| Year 2 | 70 | | |
| Year 3 | 90 | | |
| Year 4 | 95 | | |

| Chargehands | | |
|----------------------|----------------------|--------------------|
| Trade | Annual Salary | Hourly Rate |
| Blacksmith | 22,305 | 11.59 |
| Approved Electrician | 22,305 | 11.59 |
| Joiner | 19,545 | 10.16 |
| Mason | 19,545 | 10.16 |
| Painter | 19,545 | 10.16 |
| Plasterer | 19,545 | 10.16 |
| Advanced Plumber | 22,305 | 11.59 |
| Slater | 19,545 | 10.16 |
| Engineer | 22,305 | 11.59 |
| Lift Engineer | 23,034 | 11.97 |
| Glazier | 19,545 | 10.16 |
| Workshop Joiner | 19,545 | 10.16 |
| Mechanics | 22,305 | 11.59 |

NOTE: All these salaries are based on the ACC Pay Scales appropriate at 1 April 2005.

Appendix B

The following tables give examples of typical paylines for each trade. These show the existing weekly and hourly rates together with the new rates outlined in this agreement.

Example Table 1 shows the payline for individuals who choose to work a standard 37 hours on either the Fixed Pattern (A), Part Flexible Pattern (A + B) or Fully Flexible Pattern (A + B + C).

Example Table 2 does the same as above where individuals choose to contract for 41 hours per week (i.e. an additional 4 hours per week).

Example Table 3 does the same as above where individuals choose to contract for the maximum 45 hours per week (i.e. an additional 8 hours per week).

Table 1

| A) FOR A 37 HOUR WEEK | Existing | | Annual Salary | | | | | |
|----------------------------|----------|----------|---------------|----------|----------|----------|-----------|----------|
| | | | Work pattern | | | | | |
| | | | A | | A + B | | A + B + C | |
| | Per week | Per hour | Per week | Per hour | Per week | Per hour | Per week | Per hour |
| Blacksmith | 367.54 | 9.93 | 412.96 | 11.16 | 429.48 | 11.61 | 446.00 | 12.05 |
| Blacksmith - chargehand | 388.75 | 10.51 | 428.94 | 11.59 | 446.10 | 12.06 | 463.26 | 12.52 |
| Ordinary Electrician | 300.17 | 8.11 | 387.87 | 10.48 | 403.38 | 10.90 | 418.89 | 11.32 |
| Approved electrician | 331.08 | 8.95 | 412.96 | 11.16 | 429.48 | 11.61 | 446.00 | 12.05 |
| Electrician - chargehand | 352.06 | 9.52 | 428.94 | 11.59 | 446.10 | 12.06 | 463.26 | 12.52 |
| Joiner | 307.29 | 8.31 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Joiner - chargehand | 326.37 | 8.82 | 375.87 | 10.16 | 390.90 | 10.56 | 405.93 | 10.97 |
| Mason | 300.49 | 8.12 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Mason - chargehand | 319.57 | 8.64 | 375.87 | 10.16 | 390.90 | 10.56 | 405.93 | 10.97 |
| Painter | 311.51 | 8.42 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Painter - chargehand | 330.60 | 8.94 | 375.87 | 10.16 | 390.90 | 10.56 | 405.93 | 10.97 |
| Plasterer | 304.76 | 8.24 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Approved plumber | 304.49 | 8.23 | 387.87 | 10.48 | 403.38 | 10.90 | 418.89 | 11.32 |
| Advanced plumber | 336.04 | 9.08 | 412.96 | 11.16 | 429.48 | 11.61 | 446.00 | 12.05 |
| Slater | 308.76 | 8.34 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Slater - Semi Skilled | 282.18 | 7.63 | 326.19 | 8.82 | 339.24 | 9.17 | 352.29 | 9.52 |
| Engineer | 340.93 | 9.21 | 412.96 | 11.16 | 429.48 | 11.61 | 446.00 | 12.05 |
| Scaffolder | 333.38 | 9.01 | 353.48 | 9.55 | 367.62 | 9.94 | 381.76 | 10.32 |
| Lift Engineer | 380.36 | 10.28 | 428.94 | 11.59 | 446.10 | 12.06 | 463.26 | 12.52 |
| Lift Engineer - chargehand | 404.15 | 10.92 | 442.96 | 11.97 | 460.68 | 12.45 | 478.40 | 12.93 |
| Glazier | 302.51 | 8.18 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Workshop Joiner | 312.06 | 8.43 | 364.73 | 9.86 | 379.32 | 10.25 | 393.91 | 10.65 |
| Labourer - all trades | 266.63 | 7.21 | 210.35 | 5.69 | 218.76 | 5.91 | 227.18 | 6.14 |
| Mechanic | 332.65 | 8.99 | 412.96 | 11.16 | 429.48 | 11.61 | 446.00 | 12.05 |

1. All of the above existing pay rates are based on 100% performance levels and on current pay rates, effective from 1st July 2005.
2. Earnings shown are based on operatives working 37 hours per week. The remuneration level is dependent upon whether the operative is contracted to work pattern A (fixed), pattern A + B (part-flexible) or pattern A + B + C (fully flexible). Operatives contracting for flexible work patterns will receive the flexibility allowances in equal monthly instalments.
3. Reference should be made to the indicative work pattern arrangements and labour loadings.

Table 2

| B) FOR A 41 HOUR WEEK | Existing | | Annual Salary | | | | | |
|----------------------------|----------|----------|---------------|----------|----------|----------|-----------|----------|
| | | | Work pattern | | | | | |
| | | | A | | A + B | | A + B + C | |
| | Per week | Per hour | Per week | Per hour | Per week | Per hour | Per week | Per hour |
| Blacksmith | 421.61 | 10.28 | 457.61 | 11.16 | 475.91 | 11.61 | 494.21 | 12.05 |
| Blacksmith – chargehand | 446.26 | 10.88 | 475.31 | 11.59 | 494.33 | 12.06 | 513.34 | 12.52 |
| Ordinary Electrician | 345.61 | 8.43 | 429.80 | 10.48 | 446.99 | 10.90 | 464.18 | 11.32 |
| Approved electrician | 381.05 | 9.29 | 457.61 | 11.16 | 475.91 | 11.61 | 494.21 | 12.05 |
| Electrician - chargehand | 405.42 | 9.89 | 475.31 | 11.59 | 494.33 | 12.06 | 513.34 | 12.52 |
| Joiner | 353.40 | 8.62 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Joiner - chargehand | 375.58 | 9.16 | 416.50 | 10.16 | 433.16 | 10.56 | 449.82 | 10.97 |
| Mason | 345.87 | 8.44 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Mason - chargehand | 368.05 | 8.98 | 416.50 | 10.16 | 433.16 | 10.56 | 449.82 | 10.97 |
| Painter | 358.09 | 8.73 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Painter - chargehand | 380.27 | 9.27 | 416.50 | 10.16 | 433.16 | 10.56 | 449.82 | 10.97 |
| Plasterer | 350.60 | 8.55 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Approved plumber | 350.39 | 8.55 | 429.80 | 10.48 | 446.99 | 10.90 | 464.18 | 11.32 |
| Advanced plumber | 386.54 | 9.43 | 457.61 | 11.16 | 475.91 | 11.61 | 494.21 | 12.05 |
| Slater | 355.03 | 8.66 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Slater - Semi Skilled | 324.55 | 7.92 | 361.46 | 8.82 | 375.91 | 9.17 | 390.37 | 9.52 |
| Engineer | 392.13 | 9.56 | 457.61 | 11.16 | 475.91 | 11.61 | 494.21 | 12.05 |
| Scaffolder | 383.35 | 9.35 | 391.69 | 9.55 | 407.36 | 9.94 | 423.03 | 10.32 |
| Lift Engineer | 437.55 | 10.67 | 475.31 | 11.59 | 494.33 | 12.06 | 513.34 | 12.52 |
| Lift Engineer - chargehand | 465.19 | 11.35 | 490.85 | 11.97 | 510.48 | 12.45 | 530.12 | 12.93 |
| Glazier | 348.11 | 8.49 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Workshop Joiner | 353.40 | 8.62 | 404.16 | 9.86 | 420.33 | 10.25 | 436.49 | 10.65 |
| Labourer - all trades | 306.43 | 7.47 | 233.09 | 5.69 | 242.41 | 5.91 | 251.74 | 6.14 |
| Mechanic | 382.78 | 9.34 | 457.61 | 11.16 | 475.91 | 11.61 | 494.21 | 12.05 |

Table 3

| C) FOR A 45 HOUR WEEK | Existing | | Annual Salary | | | | | |
|----------------------------|----------|----------|---------------|----------|-----------|----------|----------|----------|
| | | | Work pattern | | | | | |
| | A | | A + B | | A + B + C | | | |
| | Per week | Per hour | Per week | Per hour | Per week | Per hour | Per week | Per hour |
| Blacksmith | 475.68 | 10.57 | 502.25 | 11.16 | 522.34 | 11.61 | 542.43 | 12.05 |
| Blacksmith - chargehand | 503.77 | 11.19 | 521.69 | 11.59 | 542.55 | 12.06 | 563.42 | 12.52 |
| Ordinary Electrician | 391.04 | 8.69 | 471.73 | 10.48 | 490.60 | 10.90 | 509.47 | 11.32 |
| Approved electrician | 431.01 | 9.58 | 502.25 | 11.16 | 522.34 | 11.61 | 542.43 | 12.05 |
| Electrician - chargehand | 458.79 | 10.20 | 521.69 | 11.59 | 542.55 | 12.06 | 563.42 | 12.52 |
| Joiner | 399.52 | 8.88 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Joiner - chargehand | 424.79 | 9.44 | 457.13 | 10.16 | 475.42 | 10.56 | 493.70 | 10.97 |
| Mason | 391.25 | 8.69 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Mason - chargehand | 416.53 | 9.26 | 457.13 | 10.16 | 475.42 | 10.56 | 493.70 | 10.97 |
| Painter | 404.66 | 8.99 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Painter - chargehand | 429.93 | 9.55 | 457.13 | 10.16 | 475.42 | 10.56 | 493.70 | 10.97 |
| Plasterer | 396.45 | 8.81 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Approved plumber | 396.29 | 8.81 | 471.73 | 10.48 | 490.60 | 10.90 | 509.47 | 11.32 |
| Advanced plumber | 437.04 | 9.71 | 502.25 | 11.16 | 522.34 | 11.61 | 542.43 | 12.05 |
| Slater | 401.31 | 8.92 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Slater - Semi Skilled | 366.92 | 8.15 | 396.72 | 8.82 | 412.59 | 9.17 | 428.46 | 9.52 |
| Engineer | 443.32 | 9.85 | 502.25 | 11.16 | 522.34 | 11.61 | 542.43 | 12.05 |
| Scaffolder | 433.32 | 9.63 | 429.91 | 9.55 | 447.11 | 9.94 | 464.30 | 10.32 |
| Lift Engineer | 494.74 | 10.99 | 521.69 | 11.59 | 542.55 | 12.06 | 563.42 | 12.52 |
| Lift Engineer - chargehand | 526.24 | 11.69 | 538.74 | 11.97 | 560.29 | 12.45 | 581.84 | 12.93 |
| Glazier | 393.71 | 8.75 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Workshop Joiner | 399.52 | 8.88 | 443.59 | 9.86 | 461.34 | 10.25 | 479.08 | 10.65 |
| Labourer - all trades | 346.24 | 7.69 | 255.83 | 5.69 | 266.06 | 5.91 | 276.30 | 6.14 |
| Mechanic | 432.92 | 9.62 | 502.25 | 11.16 | 522.34 | 11.61 | 542.43 | 12.05 |

Bolt on Skills

| Blacksmiths | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Small cement/concrete work as part of main task Lift/relay small area of slabs as part of main task | Paint steelwork as part of main task Small joinery works on garage doors as part of main task |
| Electrician | |
| Remove/replace bath panels or pipe boxes as part of main task Fit backing boards for consumer units Small plaster repairs as part of main task | Lifting and relaying flooring and hatches as part of main task |
| Joiner | |
| Small plaster repairs as part of main task Paint repaired/renewed timbers as part of main task | Silicone around sanitary ware Fitting new keepers at door entry systems |
| Mason | |
| Fitting internal vents Remove/refix/renew timber shuttering | Power washing Remove wall tiles |
| Painter | |
| Ease windows as part of main task Small plaster repairs as part of main task Repair small areas of textured coatings | Power washing Remove wall tiles |
| Plasterer | |
| Remove/replace light pendants as part of main task | Remove/replace skirting and facings as part of main task |
| Plumber | |
| Disconnect/reconnect wiring for immersion heaters as part of main task Remove/refix bath panels as part of main task Silicone sealing around sanitary ware Backing board as part of main task | Lifting and relaying flooring and hatches as part of main task Repair tank stools as part of main task Re-instate bonding to sink/bath/wash hand basin as part of main task |
| Slater | |
| Power washing Small concrete works Lead work as part of main task | Painting of guttering/down pipes as part of main task |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Glazier | |
| Renew/refix timber glazing beads Replace/renew faulty ironmongery as part of main task Paint timbers as part of main task | |
| Lift Engineer | |
| Painting small areas as part of main task Plaster and cement repairs of small areas as part of main task Electrical repairs as part of main task | |

The lists are not exhaustive

Appendix E

| Item of expenditure | Current revenue expenditure | Proposed revenue expenditure | (Increase decrease) |
|----------------------------------------------------|-----------------------------------|------------------------------------|------------------------|
| | £000 | £000 | £000 |
| Basic pay | 5321 | 6036 | -715 |
| Overtime | 1015 | 756 | 259 |
| Agency labour | 1361 | 0 | 1361 |
| Travel costs - public transport / car allowances | 128 | 107 | 21 |
| Supervision | 805 | 855 | -50 |
| Job costing, appointments & mobile working systems | 40 | 165 | -125 |
| Protective clothing | 16 | 36 | -20 |
| Marketing - new posts | 0 | 5 | -5 |
| Vehicle tracking system | 0 | 10 | -10 |
| Additional vehicles | 0 | 105 | -105 |
| Additional posts | 0 | 445 | -445 |
| Totals | <u>8686</u> | <u>8520</u> | <u>166</u> |

