

# **A Collective Agreement between Epping Forest District Council and the Trade Unions; UCATT, AMICUS and GMB. Building Maintenance Craft Workers**

## **Introduction**

This agreement sets out the Council's commitment to revised pay arrangements for its Building Maintenance Craft Workers as a way of ensuring equality in the ranking of jobs across the workforce, to harmonise conditions of service and to introduce a common pay structure.

- (i) Each job has been assessed either individually or as part of a benchmark group using the Council's scheme which is non discriminatory and transparent. It will be applied to all Building Maintenance Craftworker positions within the Works Unit. Using this scheme a salary is agreed which will be fully inclusive and consolidates all previous plus payments including tool allowance, dirty money, supervisory/responsibility and incentive payments etc.
- (ii) The date of implementation of this agreement will be 1<sup>st</sup> April 2004 for the payment of the new salaries. There will be no recalculation or backdated payments for overtime hours worked during the period 1<sup>st</sup> April 2004 up to the date of implementation. New overtime and standby payments will commence from the date this agreement is ratified by Cabinet.
- (iii) This agreement sets out the implementation arrangements for the new pay structure for Building Maintenance Craftworkers, as agreed between the Council and it's recognised trade unions. The new pay structure applies to all Building Maintenance Craftworkers and all other Council staff. See Appendix 1.
- (iv) The initial grades are subject to appeal (should an individual wish to exercise this right). Any appeal will be in accordance with the Council's appeals process as applied to all Council employees on salary assessment matters. The decision of the Appeals Panel will be final and binding on all parties.
- (v) For negotiating purposes the Terms and Conditions of Service for Building Maintenance Craft Workers the provisions of the Joint Negotiating Committee for Local Authority Craft and Associated Employees (Red Book) will apply, save where they are over-ridden by this agreement. Any future national or regional increase in plus payments (as defined in para (i)) above will not be incorporated into these salaries.

## **Definitions**

Within this agreement certain words/phrases have the following meaning:-

**Craft Workers** - employees within the purview of the Joint Negotiating Committee for Local Authority Craft and Associated Employees.

**Salary** - as an individual's annual pay excluding Inner Fringe London Allowance. For the purpose of this document salary excludes payments such as standby/callout or enhanced hourly rates but incorporates all plus payments. For the avoidance of doubt, an individual's annual salary will be determined by the Council's common salary spine.

## **Appendices**

This collective agreement has the following appendices attached to it:

Appendix 1 Pay Structure

Appendix 2 Maintenance Appeals Procedure

Appendix 3 Pay Protection Policy. (The Council's Pay Protection Policy was implemented as part of the Single Status Agreement in 2003 and will apply to this Agreement. However, the pay protection arrangements will commence on 1 October 2005 (the date of notification) for all staff whose salary is reduced).

These appendices form part of the collective agreement.

## **PART 1 – NEW PAY STRUCTURE**

### **1.1 Pay Structure**

The new pay structure will take effect on 1 April 2004. There will be an annual increment increase on the 1<sup>st</sup> April of each year, subject to the grade not being exceeded and the provisions of para 1.6 (c) in addition to the cost of living increase. Only staff with five years continuous service with EFDC will receive this annual increase to the maximum salary of the salary range. The pay structure is set out at Appendix 1.

### **1.2 Assimilation to the new pay structure**

All Building Maintenance Craftworkers will be assimilated on to a new salary range within the pay structure as a result of this Local Agreement.

### **1.3 Arrangements for assimilation to the new pay structure.**

The salary under the old pay structure of each individual will include the following, for the purpose of assimilation onto the new pay structure;

- (a) spot salary as at 1 April 2004
- (b) salary supplement awarded for conversion to NJC pay scale in 1997 and paid annually thereafter

- (c) total bonus paid for the financial year 2003 – 04
- (d) dirty/tool money pay of £144.00 per annum.

The sum derived from (a) – (d) above will be deemed to be the ‘workers total salary’ and the assimilation will be determined with reference to this figure.

All staff within a specific benchmarked group will be assimilated to a salary which closely matches the highest earner in that group according to the following principles;

- (a) assimilation will be within the assessed salary range of the post
- (b) where the top of the new salary range is lower than the ‘worker’s total salary’ the worker will be assimilated to the top of the salary range and pay protection will apply in accordance with the Council’s pay protection agreement.
- (c) for assimilation purposes the provisions of para 1.6 ( c ) will not apply.

#### **1.4 GLC Supplementary Payments**

GLC Supplementary Payments will be included as part of the ‘workers total salary’ and will not be paid separately.

#### **1.5 Incremental progression after assimilation – general provisions**

Staff will receive an annual increment, subject to the maximum of the new grade not being exceeded and the provisions of 1.6 (c). Where staff are appointed to a new post with a higher salary maximum during the course of a year the following shall apply:

- (a) for appointments taking place between 1 April and 30 September, the next increment will be paid on the following 1 April, subject to the top of the range not being exceeded, and the provisions of 1.6 (c);
- (b) for appointments taking place between 1 October and 31 March, the next increment will be paid six months after the date of appointment, and then subsequently on 1 April until the top of the range is reached, subject to the provisions of 1.6 (c).

#### **1.6 Increments due at a date other than 1 April – future specific provisions**

Where staff are due an increment at a date other than 1 April (i.e. for appointments taking place between 1 October and 31 March) this will be paid at the due date, subject to the following:

- (a) the maximum of the new range not being exceeded;

- (b) no increment will be payable if the individual is receiving pay protection with effect from 1 April 2005 as a result of the implementation of the new pay structure.
- (c) the top point of each salary grade (with the exception of new grade 1) in the new grading structure is not available by annual incremental progression. This maximum is reserved for staff within the salary range who have completed 5 years continuous service with Epping Forest District Council. Incremental progression to the maximum will take place on the fifth anniversary of joining the Council.

### **1.7 Pay protection arrangements**

Staff whose salary is reduced as a result of this Local Agreement will be entitled to pay protection in accordance with the policy set out at Appendix 3. The pay protection arrangements (i.e. year 1 protection) will commence on 1 November 2005 (the date of notification) for all staff whose salary is reduced.

### **1.8 Appeals against an individual's notified grade**

Appeals will be dealt with under the Council's Appeal Procedure, attached at Appendix 2. Once an individual has exercised their right of appeal, there will be no further right of appeal within the Council. Regardless of the outcome, the date that an appeal takes place will not alter the date of implementation of the scheme for that individual (1 April 2004) or the date of notification for pay protection purposes (1 November 2005).

### **1.9 Arrangements for the determination of salaries in the future**

Following the completion of the implementation and appeals procedure, all new, restructured or substantially changed posts will have their salary determined with reference to the Council's Maintenance policy. (See Appendix 2)

## **PART 2 – CONDITIONS OF SERVICE**

The conditions of service set out below will be applicable to all Building Maintenance Craftworkers. The conditions of service set out in Part 2 of this agreement will apply from the date of notification 1 November 2005.

### **2.1 Bank Holidays**

#### **(a) Entitlement:**

All Building Maintenance Craftworkers will receive paid bank holidays in addition to their annual leave entitlement. Part-time staff will receive an entitlement pro rata to their hours worked. All Building Maintenance

Craftworkers will take their bank holidays on designated public holidays, where their working pattern permits this. If any Building Maintenance Craftworkers are unable to do this due to changes in their working pattern, they will be compensated as set out below, or in accordance with the Authority's arrangements for part-time staff.

**(b) Staff who may be required to work on bank holidays, where it is not part of their normal working pattern:**

These staff will receive double time plus TOIL or a triple time payment. The decision whether to offer double-time plus toil or triple time rests with the individual manager. This arrangement excludes staff participating in standby/callout arrangements, for whom separate arrangements apply.

## **2.2 Working Hours**

The actual working hours for all Building Maintenance Craftworkers are as follows: -

Monday to Thursday - 8.45am to 4.45pm  
Friday - 8.45am to 4.30pm  
Lunch Period - 45 minutes  
Total Working hours - 36 hours

## **2.3 Additional Hours (Overtime)**

**(a) Entitlement:**

This applies to all Building Maintenance Craftworkers.

**(b) Payments:**

All Building Maintenance Craftworkers who carry out overtime working will do so at time plus one half regardless of when worked. (This excludes standby operatives because their working arrangements are covered at paragraph 2.4).

## **2.4 Standby/Call out payments**

**(a) Entitlement:**

All Building Maintenance Craftworkers who participate in formal standby schemes, for which payments are made accordingly.

**(b) Payment and arrangements:**

The standby/call out week will commence at 4.45pm Monday and will continue until 8.45am the following Monday morning. The scheme is only applicable outside normal working hours during this period.

The Standby rota will consist of the following two operatives: -

- (i) One Electrician
- (ii) One Plumber/Handyperson

An all inclusive payment of £40.00 will be paid (subject to deductions for income tax, NI etc) to the appropriate standby operative for every call which they attend regardless of the time of day or the day called out.

Please note that the above "all inclusive payment" replaces the following:

- (i) The weekly Standby fixed payment
- (ii) The actual overtime payments
- (iii) The quarterly standing charge telephone payments

If in an unlikely situation whereby no emergency calls were received by the standby operative whilst on His/Her weekly rota, then a one off payment of £70.00 would be paid to that individual in recognition of their service.

The above payments will be increased on the 1 April each year by a percentage in line with the annual pay award applied to all Council staff.

## **2.5 Sickness Payments:**

### **(a) Entitlement:**

All Building Maintenance Craftworkers will receive standard "Red Book" entitlements.

## **2.6 Annual Leave**

### **(a) Entitlement**

All staff will receive the Council's agreed annual leave entitlements in accordance with the "Red Book".