

# **Perth and Kinross Council**



## **The Environment Service Vehicle Workshop**

**Craft Local Agreement  
Implementation Date  
1<sup>st</sup> July 2011**

**New Ways of Working**

## **INTRODUCTION**

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## **1. Proposal**

The principal aims of this Local Agreement are to:

1. Reduce the Fleet Management overspend caused by an increasing reliance on external contractors for ad hoc maintenance work.
2. Provide support to their main customer; Operations by extending workshop maintenance availability to 7 days a week, and provide the provision for breakdown cover which mirrors the 7 day working of users vehicles.
3. To increase the operating hours that will provide maintenance availability out with their main customers vehicle operating hours
4. To enable the recruitment of additional staff that will increase the time availability and operational effectiveness of the Vehicle workshop
5. For ease of reference the relevant paragraphs from the existing 'Craft Employees Local Agreement 1<sup>st</sup> October 2007' have been incorporated into this agreement.

## **2. Assessing Options**

The new working pattern was assessed against the following criteria:

1. Asset utilisation, under principles of asset management, maximise the use of the workshop facility
2. Optimising and increasing the amount of available workshop hours that extend out with customers operating hours
3. Extending workshop maintenance availability to 7 days a week, and provide the provision for breakdown cover which mirrors the 7 day working of users of their service.
4. Must comply with the Working Time Directive
5. Minimise financial implications with regard to expenditure pressures.
6. Seek consistency with Single Status proposals.
7. Fair remuneration to Operatives for hours worked.
8. Provide adequate resources to be flexible enough to cover sickness, holiday and training leave. This is consistent with the promotion of work life balance.

### **3. Working Pattern and Hours of Work**

#### **Workshop staff**

Under this agreement workshop staff will be contracted to work an average 36 hour week spread over a four week period that would comprise of four static working shifts; alternating on a weekly basis over the four week period. Each individual will be issued a working schedule. Hours of Work will be recorded on individual's contracts of employment (SEP's).

Working pattern and hours of work are in accordance with Appendix A

The workshop staff will be deployed into two sections to accommodate the working pattern.

The Council reserves the right to amend or vary the working pattern subject to consultation with the Craft Trade Unions.

#### **Workshop Charge Hands**

Under this agreement existing and new Charge Hands will be contracted to work an average 36 hour week spread over a three week period that would comprise of three static working shifts; alternating on a weekly basis over the three week period. Each individual will be issued a working schedule. Hours of Work will be recorded on individual's contracts of employment.

Working pattern and hours of work are in accordance with Appendix B

The workshop technician staff will be deployed into two sections to accommodate the working pattern. The Charge Staff will be deployed to provide cover to each shift

**During the early shift and back shift there is a requirement to work additional time (additional hours payment) at the start and finish of shift for hand over and opening and closing duties**

The Council reserves the right to amend or vary the working pattern subject to consultation with the Craft Trade Unions.

### **4. Lunch and tea breaks**

There is no change to the standard staggered 10 minute paid break before the 30 minute unpaid meal break and the staggered 10 minute paid break after the 30 minute unpaid meal break. All breaks should be staggered into two separate breaks to provide operational cover

If planned overtime working is required during the week an additional unpaid 30 minute break will apply between normal finishing time and the start of the overtime period. No other breaks (including smoking breaks) are allowable out with those stated above.

## 5. Rest day and free day

Rest and Free days are normally allocated to the first two days after the end of the working weekly period. Example; last working day is a Friday, Saturday and Sunday would therefore be classified as the rest and free day and would attract premium rates; Example last working day is a Sunday; off on the Monday; back at Work Tuesday till Friday, off on the Saturday and Sunday; therefore the Monday and the following Saturday would be classified as the rest and free days and would attract premium rates. The Sunday would be classified a Non working day.

Additional hours worked on a “Non working day” will come within the core working week of 41 hours before any premium rates would be paid

## 6. Overtime

Work in excess of the normal hours of duty should be discouraged and employees should not be required to consistently work overtime. However on occasions where it is operationally required to complete a job or to cover for staff shortages; employees are required to be flexible in meeting this objective. Additional hours worked will be paid as overtime or available as TOIL if preferred:

*(As an alternative to payment, compensatory leave (time off in lieu) may be granted for hours worked in excess of contractual requirements. This will be calculated on the same equivalent basis as payment.)*

Day	07.00–21.00 up to 41 hrs/week	07.00–21.00 over 41 hrs/week	21.00-midnight	Midnight- 07.00
<b>Normal Working Day</b>	Plain time	Time and a half	Time and a half	Double Time
<b>Rest and free Days (rest and Free days normally follow the end of the working week )</b>	Time and a half	Time and a half	Time and a half	Double Time
<b>Non working day</b>	Plain time	Time and a half	Time and a half	Double Time
<b>Local/Public Holidays</b>	Time and a half	Time and a half	Time and a half	Double Time

## **7. Local/Public Holidays**

To ensure operational cover there will be a requirement to work on a public holiday (e.g. two in December, two in January or Good Friday/Easter Monday) Staff will be required cover these dates on a rota basis.

Any staff working on a Public Holiday between the hours of 07.00 to 24.00 hrs a premium payment of time and half will be applied for all core hours worked and in addition an entitlement to compensatory time off in lieu (at plain time). Working on a public holiday is not in itself deemed to be overtime although any hours worked above the core hours for the day will be paid in accordance with the overtime rates per the table above.

## **8. Shift working allowance**

The Council recognises that shift working arrangements are required in some circumstances to ensure the ongoing provision of Council Services out with non standard working periods. The Council's arrangements for employee who are contractually required to work shifts are as follows:

- The Council pays a weekly flat rate allowance to those employees who are required to work either "alternating" or "rotating" shifts as part of their contracted working pattern. The weekly allowance will be up-rated in line with annual pay awards. Currently the allowance is set at £37.71 per week. The allowance will be pro-rated for part time employees.
- Services will classify posts as qualifying for the Shift Allowance based on their contracted working patterns.
- Shift arrangements must cover a continuous period of 14 hours a day or more over 5 days or more for this payment to be appropriate.
- In the event of an employee being off sick, shift allowance will be paid for employees who are contracted to work shifts. Contractual shift payments will also be made for other forms of paid leave e.g. annual leave, maternity/paternity leave and compassionate leave.
- Posts in receipt of the Shift Working allowance will not be eligible for night working allowances.

## **9. Temporary Higher Duty Payments (THDP's)**

Within the existing structure it is not anticipated that there will be a significant requirement for THDP's however any occasions were THDP is required will be paid in accordance with the Craft agreements which is that as a measure of goodwill any part days will be paid as a full day at 100% of the higher rate.

## 10. Annual and Public Holiday in Hours

### Holidays

Payment during annual holiday entitlement will be paid in accordance with the individuals agreed rate of pay under their contract of employment. Annual holiday and public holidays will be converted to hours and will be taken on that basis, as explained below:

### Public Holidays (PH) and annual leave

Once converted to hours, all time taken off will be dependant on the pattern of work. Hours will be taken from the annual allocation on the basis of the number of hours worked on the days that leave/PH is taken.

*The example below shows how this will work in practice:*

Mon Early	Tues	Wed	Thurs	Fri	Pattern example	Leave/PH example
7.20	7.20	7.20	7.20	7.20	Early	Whole week off = 36.4 hours

Mon	Tues	Wed	Thurs	Fri	Pattern example	Leave/PH example
6.40	6.40	6.40	6.40	6.40	Late	Whole week off = 33.20 hours

Whilst every effort will be made to grant leave requests, in the interests of operational service delivery leave requests especially made at short notice may be refused during periods of high sickness and/or where leave requests conflict with those already approved or operational requirements. A joint commitment from Fleet Management and employees will be required to plan leave requests in advance wherever possible.

## 11. Sickness Absence Management

Sickness absence will be addressed through the Council's current Maximising Attendance policies and procedures. Sickness absence will be recorded in days.

## 12. Salary

Designation	Rates Effective 1 <sup>st</sup> April 2011  37 Hrs per week	Rates Proposed Shift Pattern  36 hrs per week	Shift allowance rate per year  £37.71 per week	Annual Salary & Shift allowance	Different - / + Annually
Charge hand	£24,421.00	£23,760.97	£1,960.92	£25,721.89	£1,300.89
Mechanic	£22,726.00	£22,111.78	£1,960.92	£24,072.70	£1,346.70
Workshop Operative	£19,690.00	£19,157.84	£1,960.92	£21,118.76	£1,428.76

### Allowances

Nominated first-aiders allowance will continue to be paid in accordance with the approved Council rates.

### Apprentice Rates of Pay

The SJNC agreed percentage rates will be applied to the above trade rates in order to calculate Apprentice salaries. Currently, as a percentage of a fully qualified craft mechanic, these are: Year 1 - 50%, Year 2 - 70%, Year 3 – 80% and Year 4 – 85%. The move to 100% pay will be dependant on the availability of and appointment to a fully qualified craft mechanic's post.

*The above Apprentice Rates of Pay and related arrangements are currently under review (May 2011) and may change as a result.*

## 13. Other working arrangements

All pre-arranged appointments and non-emergency appointments (eg doctor, dentist, legal financial etc) will be taken during the employee's own time and remain unpaid. Pre-arranged hospital appointments will be taken in accordance with the approved Council policy.

Other Workshop-specific requirements (eg hand washing, showering etc) will be adhered to in accordance with the appropriate Fleet Management policy or procedure.



## **14. Performance**

Regular performance reviews will be undertaken at team and individual level to monitor progress and identify areas of strength and potential weakness. Where performance is below expected levels and has arisen as a result of training and development needs these will be taken forward through the Council's ERD process. Where performance has suffered due to poor attendance and/or capability issues these will be taken forward in accordance with the appropriate Council policies and procedures. Quality assurance checks will be carried out on a regular basis by a combination of internal and external assessors to ensure quality of workmanship is maintained at required levels.

The inclusion of these performance criteria is essential to ensure that the Service continues to provide Best Value and demonstrates a commitment to continuous improvement and the efficient government agenda.

Management information on productivity and quality will be required as part of the performance management framework.

## **15. Health and Safety**

Management, workshop staff and health & safety representatives have a mutual interest and collective responsibility for all health and safety related matters. It is imperative that all operational procedures and practices are carried out in a manner which recognises the importance of health and safety in the workplace. Every member of staff has a duty to themselves and to others in this regard. Where available, adherence to existing health and safety policies and procedures and safe systems of work is mandatory. If a member of staff feels that any operation they carry out is dangerous in any way, this must be relayed to management immediately. A risk assessment of this operation will then take place with remedial action and/or procedures introduced as required. Risk assessments will be prioritised with those areas of greatest perceived risk receiving priority.

## **16. Implementation Date**

The Local Agreement will take effect from 1<sup>st</sup> July 2011.

## **17. SIGNATORIES TO THE AGREEMENT**

**This Local Agreement incorporates New Ways of Working within The Environment Services vehicle workshop in the form of revised working patterns. For ease of reference, relevant paragraphs from the ‘Craft Employees Local Agreement 2007’ are also included.**

**Agreed signatories to this Local Agreement:**

**Perth and Kinross Council  
Jim Irons, Executive Director (The Environment Service)**

**Perth and Kinross Council – Human Resources Service  
Hugh McKenzie, Head of Human Resources**

**Unite the Union  
Colin Coupar, Full Time Official**

## Rota: Workshop Staff

## Appendix A

The four static working shifts would consist of:

Week 1 Early (including Saturday and Sunday)

- Working week Monday 6:00 to 13:50; Tuesday 6:00 to 13:50; Wednesday 6:00 to 13:50, Thursday 6:00 to 13:50, **Rest day Friday**; Saturday 6:00 to 15:30; Sunday 6:00 to 15:30.

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	E	On	On	On	On	Rest day	On	On

Week 2 Late

- Working week; **Rest day Monday**, Tuesday 13:20 to 20:30; Wednesday 13:20 to 20:30, Thursday 13:20 to 20:30, Friday 13:20 to 20:30. **Rest day Saturday**; Non working day Sunday.

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
2	L	Rest day	On	On	On	On	Free day	NW day

Week 3 Early

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
3	E	On	On	On	On	On	Rest day	Free day

- Working week Monday 6:00 to 13:50; Tuesday 6:00 to 13:50; Wednesday 6:00 to 13:50, Thursday 6:00 to 13:50, Friday 6:00 to 13:50. **Rest day Saturday and Sunday.**

Week 4 Late

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
4	L	On	On	On	On	On	Rest day	Free day

- Working week; Monday 13:20 to 20:30, Tuesday 13:20 to 20:30; Wednesday 13:20 to 20:30, Thursday 13:20 to 20:30, Friday 13:20 to 20:30. **Rest day Saturday and Sunday.**

**Rota: Charge hands**

**Appendix B**

The three core time static working shifts would consist of:

Week 1 Early

- Working week Monday 6:00 to 13:50; Tuesday 6:00 to 13:50; Wednesday 6:00 to 13:50, Thursday 6:00 to 13:50, Friday 6:00 to 13:50 **Rest day and free days Saturday and Sunday.**

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	E	On	On	On	On	On	Rest day	Rest day

Week 2 Late (including Saturday and Sunday day shift )

- Working week; Monday, 13:20 to 20:30 Tuesday 13:20 to 20:30; Wednesday 13:20 to 20:30, Thursday 13:20 to 20:30, **Friday rest day** Saturday; 06:00 to 15:30 Sunday. ; 06:00 to 15:30

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
2	L	On	On	On	On	Rest day	On	On

Week 3 Early / late

- Working week **Monday Rest day** ; Tuesday 6:00 to 13:09; Wednesday 6:00 to 13:09, Thursday 6:00 to 13:09, Friday 13:20 to 20:30 to 13:50. **Rest day Saturday Sunday non working day.**

Wk no	Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
3	L	Rest day	On	On	On	On	Rest day	NWD