

**NORTHAMPTON BOROUGH COUNCIL**

**GENERAL PURPOSES COMMITTEE**

Your attendance is requested at a meeting to be held at the Jeffery Room on Monday, 16 March 2009 at 6:00 pm.

**D Kennedy**  
**Chief Executive**

**AGENDA**

1. APOLOGIES
2. MINUTES
3. DEPUTATIONS / PUBLIC ADDRESSES
4. MATTERS OF URGENCY WHICH BY REASON OF SPECIAL CIRCUMSTANCES THE CHAIR IS OF THE OPINION SHOULD BE CONSIDERED
5. PROPERTY MAINTENANCE PAY & PRODUCTIVITY UPDATE REPORT  
Report of the Director of Housing.
6. UPDATE ON THE EQUAL PAY REVIEW/PAY AND GRADING PROCESS  
Verbal report of the Head of Human Resources
7. EXCLUSION OF PUBLIC AND PRESS  
THE CHAIR TO MOVE:  
"THAT THE PUBLIC BE EXCLUDED FROM THE REMAINDER OF THE MEETING ON THE GROUNDS THAT THERE IS LIKELY TO BE DISCLOSURE TO THEM OF SUCH CATEGORIES OF EXEMPT INFORMATION AS DEFINED BY SECTION 100(1) OF THE LOCAL GOVERNMENT ACT 1972 AS LISTED AGAINST SUCH ITEMS OF BUSINESS BY REFERENCE TO THE APPROPRIATE PARAGRAPH OF SCHEDULE 12A TO SUCH ACT."

## General Purposes Committee

### AGENDA STATUS: PUBLIC

<b>Report Title</b>	<b>PROPERTY MAINTENANCE PAY &amp; PRODUCTIVITY LOCAL AGREEMENT – IMPLEMENTATION PROGRESS REPORT</b>
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<b>Date of Meeting:</b>	16 March 2009
<b>Directorate:</b>	Housing
<b>Ward(s)</b>	ALL

### 1. Summary

- 1.1 This report provides an update on progress made in implementing the new Property Maintenance Pay & Productivity Local Agreement, as resolved at General Purposes Committee on 28 October 2008.

### 2. Recommendations

- 2.1 The Committee are asked to note and comment on progress made as detailed in this report.

### 3. Report Background

- 3.1 The development of a new Pay & Productivity Local Agreement for the Trades staff within Property Maintenance was a key recommendation from the 2007 APSE Review of Direct Services Street Scene and Property Maintenance. Negotiations began in Spring and concluded in October 2008 on a new Local Agreement designed to improve performance and restore value for money. This Agreement was brought to and approved by General Purposes Committee on 28 October 2008. The final Agreement is attached at Appendix A.
- 3.2 Following Committee approval, consultation was undertaken with all Trades staff, at the end of which a ballot was held on 11 November 2008, with the result that staff voted 43 to 11 to accept the Agreement.
- 3.3 Between November and March, members of the Scheme Management Group have been negotiating ancillary elements of the Agreement to enable successful implementation on 1 April 2009.

## **4. Structure**

- 4.1 Through implementing the new Property Maintenance structure, all 4 Team Leader and 8 Supervisor posts have been filled by internal recruitment. A number of Trades staff have been successfully appointed to these positions, thus demonstrating the Unit's commitment to providing development opportunities for existing staff and retaining skills in-house.
- 4.2 Of a total of 96 Trades posts on the establishment, currently 60 are filled on a permanent basis. It is the intention to recruit only to 72 of these posts to ensure the Council does not commit to more permanent resources than may prove necessary as performance and productivity increases.
- 4.3 One of the Agreement's objectives was to reduce reliance on Agency workers. Already, since the previous report to Committee in October, the number of Agency workers in the Unit has reduced by ten, generating savings equating to approximately £250,000 per annum.

## **5. Ancillary Elements Agreed to Date**

- 5.1 The Scheme Management Group has agreed the approach to placement of Trades staff within the new pay bands with effect from 1 April 2009. All staff will transfer over on their current pay and pay band, with the exception of a small minority who are at present paid below the bottom pay point of the bottom band. These staff will transfer over on the lowest pay point of this band, which will resolve the pay inequity within this group. Following transfer, a skills audit will be undertaken to assess whether staff are appropriately trained and qualified to meet the requirements of the band they are in. Staff with identified skills gaps will be prioritised for training to enable them to reach the appropriate level.
- 5.2 The first performance review under the new scheme will be undertaken on 1 October 2009, following which staff may move up or down their respective pay bands, dependent on their performance both in terms of productive hours and quality of work over the preceding six months. It should be noted though that any staff whose pay reduces will be protected for a limited period in accordance with NBC's Pay Protection Policy.
- 5.3 The Scheme Management Group has agreed the definition of the ratings, ranging from 5 (excellent) to 1 (poor) for the seven elements within the scheme's Quality Scoring Criteria, which forms 35% of the available 100% performance review score.
- 5.4 An Appeals Procedure has been designed, with all parties agreeing this needed to be clear to understand and simple to operate, to enable any appeals by individuals to be heard and resolved without delay and without recourse to formal grievance.

## 6. Ancillary Elements Under Negotiation

### 6.1 Multiskill Levels

- 6.1.1 At the time of writing this report, the key issue under negotiation is the definition of Multiskill Levels 1 and 2 and the associated training requirements. Management have presented to the Trade Unions their proposals for levels based on achievement of Trades related NVQs, with NVQs 1 and 2 relating to Multiskill Level 1 and NVQ 3 to Multiskill Level 2.
- 6.1.2 Aligned to these definitions is the need for a Training Plan to enable staff to progress through the levels by the achievement of relevant NVQs, (whether through formal training or accreditation of competence). Discussions are underway with a range of training providers and it is anticipated that external funding will be available to part-fund the Plan, through for example the Government's Train to Gain scheme.
- 6.1.3 This approach will not only enable clear and objective assessment of individuals within the bands, but will also provide Trades staff with industry-recognised qualifications, which in turn should help the Council in its recruitment and retention of key staff.

### 6.2 Call-out/Standby Rates

- 6.2.1 Criticism of the current arrangements and associated pay for call-out/standby had been made through the APSE review, as a result of which an internal audit has been undertaken of NBC's current arrangements and a range of recommendations made, some relating to processes and some to staff. A report on the findings of this audit is in preparation for presentation to Management Board but, in the meantime, initial analysis of the practices used by neighbouring Councils Corby and Kettering (who have similar housing stock retained in-house), indicates that NBC's scheme is cost effective in terms of service delivery.
  - 6.2.2 This does not however offer any equality assurance in terms of call-out and standby payments made to this group of staff and others across the Council who receive similar payments. After discussion with the Head of Human Resources, it is suggested that the rates of pay for Trades staff undertaking call-out and standby should be reviewed by the Scheme Management Group alongside the review of additional payments for all groups of staff that will form part of the Council's current Pay & Grading Review.
  - 6.2.3 Two of the internal audit recommendations in respect of staff have been actioned: (1) The additional contracts previously in place for supervisory call-out duties have been withdrawn and these duties incorporated into the role of Property Maintenance Supervisors, generating a saving of approximately £25,000 p.a. (2) The Trades rota for call-out/standby, which until now has been restricted to a few individuals, will be widened to all Trades staff who wish to participate and so will provide all with the opportunity to enhance their earnings by undertaking these duties.
- 6.3. The remaining ancillary elements to the Agreement; namely Tools & Equipment Protocol, Apprenticeship Scheme and Incorporation of Drivers and Labourers into the Agreement, will be negotiated by the Scheme Management Group over the coming months in accordance with the planned schedule.

## **7. Implications (including financial implications)**

### **7.1 Resources**

- 7.1.1 The Training Plan mentioned in 6.1.2 above will require ongoing funding to ensure the Agreement's success. One of the main reasons previous local agreements for Trades staff failed was as a result of necessary training not being provided.
- 7.1.2 An analysis is currently underway to assess the optimum number of staff within each of the Agreement's pay bands, based on the needs of the business and how the service will be delivered going forward. This, coupled with the skills audit to determine the training requirements of existing staff, will enable a fully costed Training Plan to be developed.
- 7.1.3 At present a sum of £20,000 p.a. has been allocated for Trades training within the Property Maintenance Business Plan. All avenues for external funding will be explored to supplement this but any shortfall will need to be bid for through the Council's annual training bid process.

### **7.2 Legal**

- 7.2.1 There are no legal implications other than those reported to Committee on 28 October 2008.

### **7.3 Other Risks**

- 7.3.1 Slower than expected progress with the Housing IBS system had proved a threat to the successful planned implementation of the Agreement on 1 April 2009. In response to this, dedicated resources have been directed to setting up a paper based system aligned to existing IT systems to ensure that implementation can proceed as planned. These interim systems will mirror the processes that will in the future be undertaken electronically.

## **8. Background Papers**

- 8.1 APSE Review of Direct Services Street Scene and Property Maintenance – November 2007
- 8.2 GP Committee Report: Property Maintenance Pay & Productivity Local Agreement – 28 October 2008

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Northampton Borough Council  
Property Maintenance Unit

Pay and Productivity Agreement

December 2008

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## Preface

This document is the product of an extended period of discussion and negotiation between Northampton Borough Council and its Trade Union representatives from GMB, UCATT, UNITE and UNISON, held over the period March to September 2008.

The initial trigger for the work was the Audit Commission progress report of February 2007 which concluded that the authority had not advanced from the "Poor" rating given in 2004. In order to progress matters, a report was commissioned from the Association for Public Service Excellence (APSE) in June 2007 to look in some depth, and with an operational perspective, at the activities within Street Scene and Property Maintenance.

The APSE report identified a number of significant weaknesses, within the functions and indeed corporately, and made recommendations as to how these might be addressed. An interim report made in August 2007 recommended that Property Maintenance should become part of an integrated housing services department. The final APSE report was delivered in September 2007, and made comment upon the local agreements within Property Maintenance, identifying this as one, of a sizeable number of key areas, which required to be addressed to restore value for money, including:

- Structure
- Systems
- Management
- Operating Culture
- Finance
- Performance Management

All captured within a clear Business Plan for the Unit.

Throughout the process leading to this document, a shared understanding has always been that a revised local agreement, of itself, would not turn around the fortunes of the Property Maintenance Unit. Rather, a revised local agreement should be seen as one important element of an entirely new approach to organising, delivering and managing the service to tenants.

This local agreement, which replaces agreements of 2004 and 2006, is therefore built on a strong, shared set of principles and aims. One principle is that this agreement must be seen as a dynamic document, actively managed and developed to meet the evolving circumstances of the Property Maintenance Unit as apart of a new housing services directorate. A mechanism to take the agreement forward is thus an integral component of this agreement.



At the time of finalising this Agreement, 30<sup>th</sup> September 2008, the new corporate structure within Northampton Borough Council is in the process of implementation. The Director of Housing Services will not take up post until a later date. Senior posts within the department, including the Head of Landlord Services and the Property Maintenance Manager, will also not be filled until a later date.

This Agreement therefore looks forward to full implementation from 1st April 2009, but with preparatory work underway from October 2008, including:

- changes to systems
- introduction of new working practices
- budgeting and accounting development work
- recording of performance at Unit and individual level
- development work on this agreement through the Scheme Management Group

## **1.0 Introduction**

- 1.1 This agreement sets down the terms, conditions and levels of remuneration for craft and manual employees within the Property Maintenance Unit, including revised working practices.
- 1.2 The aims of this local agreement are
- To implement a fair and affordable pay system which enables the Unit to achieve its Business Plan
  - To reward employees for modern working practices, for taking on additional skills and responsibilities
  - To achieve a direct and transparent link between individual performance and pay banding and thereby
  - To achieve a sustainable system of working which secures employment for NBC craft and manual staff.
- 1.3 This document replaces and renders void all previous local agreements with common content, including the 2004 local agreement and the 2006 version for electricians.
- 1.4 It is recognised that the Craft employees' Terms and Conditions are seen as coming within the scope of the national agreement (The Red Book). This agreement is seen as enhancing the Red Book conditions.

## **2.0 Employee Pay: Base Levels**

### **(a) Employees**

- 2.1 Employees will be placed within one of five core pay bands according to their craft skills with minimum annual salary as shown in the table below:

A Craft Employee	£22,500
B Multi-skill Level 1	£24,500
C Multi-skill Level 2	£26,500

- 2.2 The salaries shown in the above table apply from 1st April 2009, but will be adjusted for that year by the applicable national Red Book pay award for 2009.
- 2.3 All other forms of remuneration including additional responsibilities, standby allowances, call out payments and overtime are not included within the annual salaries shown above. as these have yet to be negotiated and will form part of this Agreement in the future.

- 2.4 This Agreement is based on a standard 37 hour working week.
- 2.5 Overtime rates will be based on the hourly rate times the appropriate multiplier for the period worked. Overtime rates will be based upon an hourly rate calculated from the annual salary divided by 365, multiplied by 7 and then divided by 37.

**(b) Apprentices**

- 2.6 Apprentices will be included within the scheme and will be paid as shown in the table below:

Year	Annual salary £
1 <sup>st</sup>	10125
2 <sup>nd</sup>	13500
3 <sup>rd</sup>	15750
4 <sup>th</sup>	19125

- 2.7 Apprentices whose time is out, have passed the relevant skills test and are offered permanent posts will be paid in accordance with the appropriate group rate.
- 2.8 Annual rises for Apprentices from 2009 onwards will be based upon the agreed percentage for craft and manual workers as per the Joint National Council. That percentage will be applied to all figures within this Agreement.

**(c) General**

- 2.9 The Property Maintenance Unit requires a fully mobile, self-reliant workforce. All new starts will be required to hold a full UK driving licence as a condition of employment.
- 2.10 All of the above apply equally to existing employees and to new employees of Northampton Borough Council.

**3.0 Employee Pay: Enhancements**

The Framework Agreement

- 3.1 This agreement is founded on the principles of rewarding employees who take on and use additional skills, and who deliver high performance.

- 3.2 The framework therefore has enhancements for multi-skilling and for performance as assessed through the Performance Review (PR) scheme.
- 3.3 The salaries within the framework (at 1st April 2009 subject to Red Book annual adjustment) are as shown in the table below.

ALL figures £ per annum from April 2009

<b>CRAFT</b>		<b>MULTISKILL 1</b>		<b>MULTISKILL 2</b>	
PR score	Salary	PR score	Salary	PR score	Salary
0 - 20	22500				
21- 40	23500				
41 - 60	24500	0 – 20	24500		
61 – 80	25500	21 – 40	25500		
81 +	27000	41 – 60	26500	0 –20	26500
		61 – 80	27500	21 – 40	27500
		81 +	29000	41 –60	28500
				61 – 80	30000
				81+	32250

#### **4.0 Payment**

- 4.1 Payment will be made monthly by BACS transfer.
- 4.2 It is a condition of employment under this Agreement that all existing and new employees within the Property Maintenance Unit must have access to a bank or building society account which can receive payments by BACS transfer, and must notify the employer in writing with immediate effect of any changes to their individual banking arrangements.

#### **5.0 Hours of Work**

- 5.1 The hours of work will be 37 hours per week.
- 5.2 These hours will be worked on a flexible basis to suit the needs of the service and its customers, and where possible to accommodate the personal preferences of employees within the Council's Family Friendly employment policy. Where individual employees are prepared to work outwith the times listed below, to suit their personal circumstances, then they will be able to arrange appointments and programme their work accordingly: this may include Saturdays.

- 5.3 Employees will be required to work flexibly between 8am and 6pm Monday to Friday to meet the needs of customers. Employees engaged on responsive repairs will contact tenants/customers by phone to make appointments, and to diagnose problems in as much detail as possible to ensure a “right first time” approach to repairs. Employees will also complete works with the minimum of inconvenience and disruption to customers. Where jobs can be undertaken and completed by working more than the standard daily hours then employees will be expected to complete the jobs on a flexi-time basis, and reduce the length of another working day accordingly.
- 5.4 Changes may be made to expand the range of flexible hours quoted above. This will depend upon establishing, from a pilot exercise, that there is sufficient demand from tenants for appointments outwith the hours quoted. The standard period for lunch break will be 30 minutes.
- 5.5 Employees will work with their team leaders and other colleagues to ensure that the time resource is most efficiently and economically utilised in the delivery of a quality service to customers. The operational management of the working week will be agreed locally to meet service demand.
- 5.6 Employees will be able to accumulate hours to be taken as time off within the same pay period. As a general rule, it will be the aim to balance out hours within each pay period. However, some flexibility between one pay period and the next is allowed, where this is of mutual benefit.
- 5.7 For avoidance of doubt, overtime is defined as working more than the standard 37 hours in any week, and the working week is defined as starting 8am Monday.
- 5.8 Overtime will be undertaken only on the express instruction of the authorised manager. Management must be advised at the earliest opportunity when a need for overtime working is identified.
- 5.9 However, it is recognised that safety and regulatory requirements will be predominant, and employees will undertake work to these requirements in the event that management cannot be contacted for authorisation. Premium rates will be paid as detailed in the table below. These periods and rates will be applicable when the standard working week has been achieved, and overtime has been approved. Any hours worked as overtime will be allocated to times within the boxes shown below, for the purposes of calculating overtime payments.

Period	Applicable rate
17.00 – 23.59 Monday to Thursday	Time and a half

16.00 – 23.59 Friday	Time and a half
00.00 – 8.00 Monday to Saturday	Double Time
08.00 – 23.59 Saturday	Time and a half
00.00 Sunday to 08.00 Monday	Double Time

## **6.0 Public Holidays**

- 6.1 The dates of craft and manual workers public holidays will be those set by Northampton Borough Council as public holiday dates.
- 6.2 Payment for work on fixed public holidays will be based on an employee's individual weekly rate relevant for the period of leave
- 6.3 Employees will be paid at a rate of double time for all hours worked on a public holiday. At a later date, time off with pay shall be allowed as follows:
- (a) When the time worked on the fixed public holiday is less than 4 hours – half a day
  - (b) When the time worked is 4 hours or more – a full day
- 6.4 Standby agreements for work on fixed public holidays will be as detailed below.

## **7.0 Standby Scheme/ Call Out Rota**

- 7.1 This section will be negotiated by the Scheme Management Group in the light of the audit review of this aspect of the service.

## **8.0 Annual Leave**

- 8.1 Annual leave will be in accordance with National agreements as adopted by the employer.

## **9.0 First Aid Payments**

- 9.1 All employees required by the Council to hold a current First Aid Certificate will be paid a yearly allowance as negotiated between management and the joint Unions.

## **10.0 Corporate Clothing**

- 10.1 Corporate clothing will be supplied by the employer, after consultation.
- 10.2 Employees whilst at work will abide by the Code of Conduct applicable to clothing.

## **11.0 Vehicles**

- 11.1 Employees will ensure that all daily, weekly and other checks are carried out in accordance with the employer's requirements for any vehicle that they drive.
- 11.2 Employees will complete any records required by the employer with regard to vehicle use.
- 11.3 Employees are required immediately to notify the employer of any changes to their driving licence e.g . penalty points, fines, disqualifications. Failure to comply with this requirement may be regarded as serious misconduct and dealt with accordingly.

## **12.0 General**

- 12.1 All employees are required to abide by the Code of Conduct appended to this agreement
- 12.2 All employees are required to have a trade/skill competence suitable for the work for which they are employed. All employees are required to participate in training scheme covering statutory, policy and awareness issues provided by the employer to improve and broaden skills and other competencies.
- 12.3 All employees are encouraged to take jobs from inception to completion ensuring best use is made of all resources, including their time. This will include such tasks as requisitioning materials and plant, pre measuring the work, liaising with supervisory staff and others over the delivery of goods and programming of works. Employees with MS1 and MS2 grades are required to take jobs to completion where their skills so allow.
- 12.4 Employees will be provided with mobile phone for works use in order to make appointments with customers to meet the targets set by the employer, and to be flexible in the use of their time to meet and complete all appointments as quickly as possible.

- 12.5 Employees are required to demonstrate a flexible and modern approach to their employment, and to undertake all reasonable tasks within their skills and abilities. Employees taking MS1 and MS2 training will in addition to their core duties, carry out complementary works of other trades where this will provide improved customer service, better utilisation of resources and enhanced productivity.
- 12.6 Employees are required to complete all necessary paperwork, IT Input data in an accurate and timely manner. Appropriate training will be provided by the employer as necessary.
- 12.7 Employees are required to comply with all Health & Safety legislation, and to ensure that safe systems of working are in place – for themselves and for others. When in doubt, employees have a duty to seek advice and direction from their line manager. As required, additional training will be provided and changes will be made to working practices.
- 12.8 Employees may be required to requisition and organise the supply of materials and plant from the stores or elsewhere to allow for the completion of works. Employees who have stocked vans will be required to ensure that appropriate stock levels are maintained whilst the van is in their possession.
- 12.9 Employees are required to liaise with their line manager to ensure that works are completed efficiently and effectively. Employees are responsible for ensuring that all records are completed accurately and submitted in good time to allow management information systems to be updated.
- 12.10 A protocol on van use will apply. This will be agreed locally through the Scheme Management Group to reflect the needs of the business and to take account of tax implications for employees.
- 12.11 Employees are generally required to demonstrate a flexible approach to the timing of tea breaks, lunch breaks when necessary to meet operational requirements.

### **13.0 Transitional Arrangements - Pay**

- 13.1 The framework for pay within this agreement takes effect from 1st April 2009. Until that time, all employees will remain on their current salaries, allowing for any national settlements.
- 13.2 The PR scheme (see section 14) will be commenced from 1st October 2008 i.e. the performance of each employee will be recorded, to allow a



PR score to be compiled for each employee at 1st April 2009 based on their performance over the previous 6 month period.

- 13.3 That PR score will be used to assess the placing of each employee within the agreed framework at 1st April 2009.
- 13.4 Where this shows that employees are entitled to move to a higher salary band, then this will be implemented from 1st April 2009.
- 13.5 Where protected employees have not achieved a higher annual salary through the 6 month review, then pay protection will take effect at 100% for 12 months and 50% for a further 6 months, in line with NBC policy. This means that pay protection will cease as at 30th September 2010 for all Unit employees.

#### **14.0 Performance Review Scheme**

- 14.1 Employee pay is linked to performance within each pay band.
- 14.2 Performance will be assessed on a 6 monthly basis, with a score out of 100 points.
- 14.3 Salary placing for the following 6 months will be determined by the score obtained.
- 14.4 The score is made up of two parts:
  - A score of 65 as measured by annual productive hours
  - A score of 35 for service quality
- 14.5 The score for productivity shall be based on the table below:

<b>Annual Productive Hours</b>	<b>Score</b>
Up to 1400	0
1401 to 1500	10
1501 to 1600	20
1601 to 1700	30
1701 to 1800	40
1801 to 1900	50
1901 to 2000	65

#### **Notes**

- 1. *Standard times for jobs will be in accordance with national schedules such as the National Housing Federation schedule of rates.*

2. *For avoidance of doubt, in each six month period an employee will be required to meet half of the total in the left hand column to achieve the score shown in the right hand column e.g. 820 productive hours in a 6 month period equates to 1640 in a year and gets a score of 30 points.*
2. *The annual 1400 hours base level makes allowance for public and annual holidays, unavoidable down time, and normal levels of sickness absence.*
3. *The Scheme Management Group will keep this productivity aspect of the Agreement under regular review.*

14.6 The score for service quality will be assessed from seven elements, each with a maximum score of 5 points.

14.7 The seven service quality elements are:

- Customer Ratings
- Systems Input
- Post Inspections
- Absence of missed appointments
- Avoidance of second tradesman/visit (where applicable)
- Avoidance of rectifications
- Adherence to the Code of Conduct

14.8 The Scheme Management Group shall devise criteria for the award of scores 1 to 5 within each of the seven elements on the following bands:

Excellent	5
Satisfactory	3
Poor	1

14.9 Where one or more elements are agreed to be inappropriate for a given employee, then the scores for the applicable elements will be averaged to produce a score out of 35.

14.10 Training for line managers will be undertaken to ensure consistency in the application of the Performance Review scheme.

14.11 The regular (bi-monthly) appraisals will be signed off by the employee and line manager, in line with corporate PDP principles.

## **15 Assimilation into the Scheme**

- 15.1 Trades staff currently working under the Terms and Conditions of the Local Agreement 2004 and Electricians currently working under the Terms and Conditions of the Local Agreement 2006 will assimilate into this Agreement at 1 April 2009 by way of the assessment process detailed under Section 13.0.
- 15.2 This Agreement recognises that some former Roads DLO employees are now part of the Property Maintenance Unit, although currently within pay protection which will expire at 31st December 2008.
- 15.3 Such employees will be assimilated into the Local Agreement from 1st January 2009.
- 15.4 Their assimilation will operate as follows. The PR scheme will be applied to these employees with effect from the date of this Agreement. The scheme will be used to assess the salary band for each employee from 1st January 2009, and each will be paid that salary from 1st January 2009 until the next scheduled application of the PR review for all employees.

## **16.0 Training**

- 16.1 The development of a motivated, highly skilled, productive Unit which delivers value for money lies at the heart of this Agreement.
- 16.2 This Agreement therefore commits both parties to work within available resources to allow all employees to develop their skills and achieve the best possible performance and earnings.
- 16.3 Management will ensure that the Business Plan for the Property Maintenance Unit contains an adequate budget to allow such training to take place. All craft employees will have the opportunity to progress to Multi-Skill level 2 provided they have performed satisfactorily at their current level.
- 16.4 The Scheme Management Group shall develop definitions of the criteria for Multiskill Levels 1 and Level 2. The progression from Multiskill Level 1 to Multiskill Level 2 shall apply only to time-served tradespersons and shall identify more advanced skills.
- 16.5 Northampton Borough Council is also committed to the development of apprentices across the range of relevant trades, and to the uptake of any external finance to promote training, whether for school leavers or older persons. This agreement recognises that a sound training scheme must take account of the capacity of the organisation to manage

apprenticeships effectively, in order to provide a sound training experience within available resources, human and financial.

- 16.6 The remit of the Scheme Management Group (see section 16 and appendix) and its standing agenda allows for joint working and oversight of training in all its aspects.

**17.0 Management of the Agreement**

- 17.1 Both parties recognise that this agreement requires to be monitored and actively managed in the interests of building a successful Property Maintenance Unit which secures long-term employment for its staff.
- 17.2 Both parties also recognise that this agreement will, and should, evolve, over a period of time to reflect changing internal and external circumstances.
- 17.3 To this end, a Group will be formed called the Scheme Management Group.
- 17.4 Terms of reference of the Scheme Management Group are appended to this agreement (see Appendix 2).

**18.0 Date of Commencement**

This agreement shall take effect from 1<sup>st</sup> December 2008.

**19.0 Signatories**

<b>Party</b>	<b>Signature</b>	<b>Name</b>	<b>Date</b>

**Dated:** .....

**CODE OF CONDUCT**

*Foreword*

*This Code of Conduct forms part of the revised local agreement for craft and manual employees within the Property Maintenance Unit of Housing Services. It also extends to all employees of the Unit who will have direct contact with tenants and other customers/service recipients.*

1. All Unit employees will carry their ID at all times, and show this when introducing themselves to tenants and others before entering their premises.
2. All Unit employees will treat tenants and customers in a proper manner in their use of language and general demeanour.
3. Employees will wear the corporate clothing provided at all times while on duty, and maintain a clean and tidy appearance which reflects well on the organisation.
4. Employees will maintain the vehicles provided in a safe and tidy manner, undertaking all routines checks as required, and will not attach badges, stickers etc. to vehicles save for those provided by management.
5. Employees will not pass comment to tenants on their homes, practices or life style.
6. Employees will remove all waste materials and debris arising from work carried out immediately upon completion of work, or arrange collection where needed
7. Notwithstanding the NBC Disclaimer, employees will make every effort to protect tenants' properties and belongings, and will leave all properties in at least the same condition of cleanliness as they found them.
8. Employees will report any accidental damage to their line manager at the first opportunity and will take instruction on appropriate action.
9. Employees will complete all paperwork or electronic equivalent as instructed by their line manager, to ensure the smooth administration of the service.
10. All employees will make every effort to contact tenants and other customers by phone prior to visiting their properties. For repairs work, the calls will be used to make or confirm appointments and to ensure the best diagnosis of

reported faults so that repair work can be completed in a single visit whenever possible.

11. Employees have a responsibility for their safety and those of others at work. Safe working practices must be adopted at all times. Where employees have concerns over safe working they should contact their line manager.
12. Where employees feel at personal risk, they should withdraw from an area or premises at the first opportunity and contact their line manager for advice/instructions.
13. Employees should not use any tools or items belonging to householders or other customers, including items such as stepladders, vacuum cleaners and the like.
14. Employees should not use vehicles provide to carry any materials or persons other than connected directly with the Unit.
15. Where householders advise of other repair work other than that on the job ticket, then employees may proceed with such work where the total value is £100 or less, or where it can be accommodated without impacting on other appointments. For larger requests, advice should be taken by phone from the line manager whilst the employee is still on site. Employees must not commit the Council to repair work which may not be within scope or affordable, and should give tenants no undertakings that such requests will be met.
16. Employees must at all times ensure that Council resources (including their own working time) are used solely for their intended purpose.
17. When in any doubt, employees should always seek advice from their line manager.

<b>Scheme Management Group: Remit</b>
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*Foreword*

*All parties to the negotiations on a revised local agreement for craft and manual employees within the Property Maintenance Unit agreed on 30<sup>th</sup> June 2008 that a group should be established to manage the new Agreement to be concluded by 30<sup>th</sup> September 2008. This decision recognised that a revised Local Agreement would need to evolve over time, to adjust to changing circumstances of the Property Maintenance Unit. The group will be known as the Scheme Management Group. The Group shall operate by consensus, however if issues of fundamental principle arise, then either side may request a full review of the Agreement.*

*This document, which is intended as one appendix to the revised Local Agreement, sets out the Terms of Reference for the Scheme Management Group (hereinafter “the Group”).*

**1. Membership**

The Group shall comprise of 6 members as follows:

- The Head of Landlord Services or his/her nominee
- The Business Support Team Leader or his/her nominee
- A representative of Human Resources section
- A nominee of GMB
- A nominee of UCATT
- A nominee of UNITE

Both parties shall strive to have continuity of membership of the Group as far as is possible and practicable.

By agreement of the Group, other persons may be co-opted onto the Group at any time. Full-time Union officers and the Director of Housing may also attend the meetings. Co-opted members do not have the right to participate in voting.

In order to be quorate, the Group shall require at least two members from management and two Trade Union representatives.

## **2. Chairperson and Secretary**

The Group shall be chaired by the Head of Service, who shall issue an agenda of the meeting giving at least 5 working days' notice. The position of chair shall be reviewed after the first 12 months of implementation of the Agreement.

The HR representative shall act as adviser to the Group for employment related issues and will also arrange provision of administrative support.

## **3. Frequency of Meetings**

The Group shall have scheduled meetings on a quarterly basis, with the first meeting held by the end of October 2008. In the initial period, moving to completion of the Agreement (see section 6), it is expected that the Group will meet more frequently.

Other meetings may be convened as required by at least 3 members of the Group so requesting in writing (which includes e-mail) of the chairperson.

## **4. Terms of Reference**

4.1 The first principal purpose of the Group is to have oversight to ensure the full and proper implementation of the local agreement, which covers the aspects listed below

- 4.1.1 Ensuring that all employees within scope are on the correct pay point of the correct salary band in accordance with the progression arrangements covered by the local agreement
- 4.1.2 Ensuring that proper deductions, including pension contributions, are made on all elements of contractual pay
- 4.1.3 Ensuring that all employees are subject to the Performance Review (PR) scheme which forms part of the revised agreement
- 4.1.4 Monitoring the measured productivity of each employee within the scheme to ensure both the efficiency of the Unit and fairness for each employee
- 4.1.5 Monitoring the overall PR assessments to ensure consistent treatment and application of that aspect of the scheme.
- 4.1.6 Monitoring the training needs of the Unit, its line managers and employees, and action to meet these needs, including apprenticeships

4.2 The second principal purpose of the Group is to monitor and manage the Scheme, which covers the aspects listed below

- 4.2.1 Oversight of the general performance and finances of the Unit as they relate to the scheme.



- 4.2.2 Ensuring that all milestones, targets and the like within the scheme are met
  - 4.2.3 Ensuring that all provisions within the scheme are being implemented
  - 4.2.4 Negotiating on any details (but not principles) of the scheme which require elaboration or clarity.
  - 4.2.5 Conducting an annual review, and recommending to the signatories to the scheme any substantive changes required for the better working of the scheme. Any changes will require to be ratified by representatives of the appropriate Trade Unions.
- 4.3 The remit of the Group does not extend to consideration of the circumstances of any employee which would otherwise fall under NBC's corporate policies, including the Grievance and Disciplinary Procedures. Indeed, such matters are expressly outwith the terms of reference of the Group. For this reason, all information relating to employees should be anonymised to prevent identification of individuals.
- 4.4 The remit of the Group does not extend to the making of changes to the principles of the revised local agreement, as these are matters which require to be considered and agreed by the signatories to the agreement. However, the Group may add details to the existing agreement which do not conflict with the aims of the original agreement, but remove areas of doubt: any such changes require the support of a majority of members of the Group

## **5. Standing Agenda Items**

The following should be considered as agenda items for every scheduled quarterly meeting of the Group.

- 5.1 Minute of previous meeting – for approval
- 5.2 Matters Arising
- 5.3 Financial and performance report on Property Maintenance Unit as a whole against Business Plan or other targets
- 5.4 Issues within scope of the scheme for attention to improve performance
- 5.5 Training and development
- 5.6 Any other business

## **6. Initial Workplan**

- 6.1 It is acknowledged that a number of discrete pieces of work are required to provide sufficient detail to support the principles with this Agreement.
- 6.2 The workplan shown below will set the agenda for the initial months of the Scheme Management Group:

<b>Reference</b>	<b>Priority</b>	<b>Action</b>	<b>Target Date</b>
13.8	1	Criteria for scoring quality elements in Performance Review scheme	30th Nov 08
2.13	1	Definition of Multi-skill 1 and MS2 Additional responsibilities	31 <sup>st</sup> Dec 08
App 2	1	Appeals System for Performance Review scheme	31 <sup>st</sup> Dec 08
S 15	2	Training Plan for implementation of Agreement	31 <sup>st</sup> Jan 09
App 1	3	Tools & Equipment Protocol	28 <sup>th</sup> Feb 09
S 6	4	Call-out and Standby Arrangements	31 <sup>st</sup> Mar 09
App 2	5	Assimilation of Drivers and Labours into Agreement	30 <sup>th</sup> Jun 09
App 2	6	Apprenticeship Agreement	30 <sup>th</sup> Jun 09