

MANCHESTER CITY COUNCIL
REPORT FOR RESOLUTION

COMMITTEE: PERSONNEL

DATE: 13 JANUARY 2010

SUBJECT: PART 3 – FRAMEWORK AGREEMENT

REPORT OF: HEAD OF CORPORATE PERSONNEL

PURPOSE OF REPORT

1. To seek approval and authorisation for implementation of the overall Part 3 package – which includes the payment of competency based increments for staff to progress to the maximum point of each grade, together with further local “Part 3” working arrangements and payments to be applied across the “Green Book” staff employed by the City Council.
2. To seek approval and authorisation for implementation of arrangements to harmonise annual leave entitlements for “Green Book” staff and all Chief Officers, including Strategic Directors and Heads of Service.

RECOMMENDATIONS:

The Committee is recommended to:

1. Approve the adoption of the further local Part 3 working arrangements and payments to be applied across the Green Book workforce.
2. Approve the adoption of harmonised annual leave entitlements for new entrants, and transitional ‘protection’ arrangements for “Green Book” staff and Chief Officers.
3. Ratify the adoption for competency based increments for staff to progress to the maximum point of each grade.
4. Agree the arrangements for undertaking Equality Impact Assessments on the completion of pay and grading implementation.
5. Note the arrangements for the review of the Flexible Working Hours.

FINANCIAL CONSEQUENCES FOR THE REVENUE AND CAPITAL BUDGET

Based on current and projected working arrangements, the incorporation of flexibility allowances into contracts of employment would result in an immediate increase in costs. However, these costs would be foreseeable and manageable and over time would be mitigated by “smarter” working, including rationalisation of out of hours working rotas and reductions in overtime.

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BACKGROUND DOCUMENTS

Minutes of the Joint Secretaries to the Local Joint Consultative Committee for Employees within the purview of the NJC for Local Government Services – 14 December 2009.

WARDS AFFECTED

All

IMPLICATIONS FOR:

ANTI POVERTY	EQUAL OPPORTUNITIES	ENVIRONMENT	EMPLOYMENT
No	Yes	No	Yes

1. BACKGROUND

- 1.1 In 2005 the Council reached an Agreement with the three signatory trade unions (Unison, GMB and Unite, formerly TGWU) on the Implementation of Single Status and Job Evaluation. The 2005 Agreement further committed all parties to jointly look at a number of terms and conditions set out in Part 3.
- 1.2 This 2005 Agreement also adopted a new system of pay and grading with ten new grades – each containing an additional increment at the top of the grade that would be awarded when the employee could demonstrate that they could carry out the full range of duties for their post. Whilst the 2005 Agreement enshrined this principle, it was agreed that the criteria for this would be jointly developed between the Council and the signatory trade unions as part of the discussions on Part 3 terms and conditions.
- 1.3 At the meeting of the Local Joint Consultative Committee (JCC) on 12 November 2008, it was agreed that management and the recognised trade unions would commit to complete implementation of Job Evaluation by 31 March 2009 and carry out an Equality Impact Assessment on the completed pay and grading package.
- 1.4 It was also agreed that the overall package would include reaching agreement on payment of competency based increments for the staff to progress to the maximum point of each grade, together with further local “Part 3” working arrangements and payments to be applied across the 18,000 “Green Book” staff employed by the Council.

2 SINGLE TABLE NEGOTIATIONS

- 2.1 Single table negotiations have been ongoing with the three trade unions since November 2008 around an integrated package of measures as set out below:
 - Criteria for progression to the final spinal column point of each grade in the Manchester pay structure – the ‘Competency Increment’.
 - Rationalisation of shift allowances and application of consistent Out of Hours premium payments across the whole Green Book workforce.
 - Rationalisation of overtime premium payments.
 - Harmonisation of annual leave entitlements.
 - Standardising payments for staff who are on standby/call-out.
- 2.2 Following further discussions and balloting of members by the signatory trade unions a Joint Consultative Committee was convened on 14 December 2009 which endorsed Joint Secretaries report and accepted the recommendations

on the Part 3 proposals with the motion being carried out by a majority of the unions present. The elements of the agreement are set out in more detail at paragraphs 3 – 6.

3 COMPETENCY INCREMENT SCHEME

- 3.1 An in-principle agreement was reached with the trade unions in 2005 that progression to the maximum spinal column point of each of the new pay grades would be subject to employees achieving agreed competency criteria. It was agreed that these detailed criteria would be subject to further discussion and agreement.
- 3.2 The introduction of the competency assessment process supports the broader skills management agenda for the City Council and will be further developed over time to encompass on going work relating to organisational culture and the development of generic competencies for the organisation.
- 3.3 An agreement has now been reached on a scheme to set out criteria for progression to the final spinal column point of each grade in the Manchester pay structure which will be implemented in time for April 2010. Given the timescales for implementation the trade unions were agreeable to the implementation prior to reaching agreement on the other components of the Part 3 package. The Competency Scheme along with guidance documents is detailed in Section 5 of the Framework Agreement on Part 3 attached as Appendix 1, however the mechanics of the scheme are as follows:
 - 3.3.1 The Competency Assessment only applies to employees who are currently on the penultimate SCP and is completely separate from the annual appraisal process which will continue. In order to move to the maximum salary point of their grade, employees will be required to demonstrate that they are carrying out all the tasks required in their job and demonstrate all the skills and abilities as set out in the Person Specification.
 - 3.3.2 There will be an initial meeting to establish criteria for assessment followed by a further assessment meeting with the line manager to establish whether the employee can perform the full range of duties of their post.
 - 3.3.3 All employees who can demonstrate an acceptable level of competency will progress to the final incremental point within their grade when this increment becomes due in the following April.
- 3.4 Post-April, There will be a review of progress achieved during the past 6 months, in implementing the scheme fully.

4. ANNUAL LEAVE

- 4.1 Under existing arrangements, employees' leave entitlement is linked to grade and length of service. It was agreed at the JCC meeting on 18 November 2009, that annual leave entitlement annual leave entitlements for "Green Book" staff and all Chief Officers, including Strategic Directors and Heads of Service, will be harmonised across all grades at 25 days on entry, plus an additional 5 days for 5 years service for all staff; with no further service and/or grade-related increases thereafter. It is contended that this proposal provides equity and fairness across the workforce and the entitlements offered would continue to support recruitment and retention of employees.
- 4.2 In terms of protection, the proposal is that existing staff who, at 1 April 2010, have more than the annual leave entitlement as proposed, would have their existing leave 'protected', except where they were to accept a new contract of employment of their own volition, or agree to a variation in their contract of employment. Changes to annual leave will be implemented from 1 April 2010, therefore, the protection of annual leave will start from that date.

5 PART 3 MEASURES

- 5.1 **Rationalisation of shift allowances and application of consistent Out of Hours premium payments across the whole Green Book workforce:**
- 5.1.1 It has been acknowledged that a wide variety of working patterns exist across the Council and analysis has been shared over the course of the joint discussions, to demonstrate that there are variations in allowances and instances of inconsistent application.
- 5.1.2 At present the only 'standard' flexibility payment of 6.7% was intended to cover only those employees who are contractually required to work scheduled hours between 06.00 – 22.00 hours Monday to Sunday as part of their normal working week, however how this has been applied in practice, together with emerging requirements in other services has demonstrated that the original parameters established are not broad enough to embrace the range and frequency of non-traditional working arrangements required. Other non-standard working requirements are organised and rewarded in equally unsatisfactory ways.
- 5.1.3 To replace the outmoded Out of Hours premium payment arrangements, a framework to capture and reward flexible working has been developed on the basis that shift working in itself is not inconvenient if it is regular and/or predictable and therefore there is no allowance per se for working shifts – the proposal places emphasis on a reward system which only takes account of the degree of inconvenience of particular working patterns linked to planned service requirements.

5.1.4 The framework only covers regular working patterns and does not provide for any ad-hoc or occasional late and/or weekend working. The framework also excludes any pure night working patterns. It is believed that the flexibility payments framework offered, is an achievable, balanced solution to rationalising and rewarding flexibility which is fair and reasonable, administratively easy to manage thereby reducing the scope for errors, easy to understand and apply, affordable and finally, linked to the needs of the service and capable of accommodating future changes in service needs.

5.1.5 To support the transition to the new the flexibility payment framework, a one-off pay protection arrangement has been agreed in limited circumstances (as in paragraph 6.1).

5.1.6 The 4 flexibility “bands” and the corresponding allowances are set at:

LEVEL 1 - Up to 50 weekend/inconvenient occurrences	6.7%
LEVEL 2 - 51 – 100 weekend/inconvenient occurrences	10%
LEVEL 3 - 101 -150 weekend/inconvenient occurrences, or other 'highly inconvenient' rota short of 24/7	15%
LEVEL 4 - 24/7 ('continental' shift)	20%

5.2 **Rationalisation of overtime premium payments:**

5.2.1 Both parties have agreed that the sensible use of work scheduling coupled with the introduction of the new framework to capture and reward flexible working, should mitigate the need for overtime paid at premium payments. Nevertheless there will be emergencies and unforeseen circumstances which will require additional out of hours working, which is recommended should be rewarded on the following basis:

- Time and a half for weekdays and Saturdays;
- Double time for Sundays and Bank Holidays.

5.2.2 The current bar on overtime is set at SCP 28, however to complement the current grading structure, it is recommended that the bar on overtime payments be set at Grade 6 (SCP 31) and those above that point receive time off in lieu equivalent to time worked.

5.3 Standby duty/call-out arrangements

5.3.1 It has been agreed in principle and is commended to the personnel Committee that the current, disparate standby payments be standardised across all grades at £1.25 per hour of standby, with the prevailing overtime rates applied (as set out above) for actual work done when called out. The generic standby rate proposed is a marginal improvement on the average of the rates being paid currently.

5.4 Details of all the above provisions are captured in the Part 3 - Framework Agreement which is attached as Appendix 1.

6 IMPLEMENTATION ARRANGEMENTS

6.1 Following further discussion it was agreed by both parties that to enable a smooth transition to the agreed flexibility payments framework, a one-off pay protection will be granted to identified groups of staff who are notable losers on a direct comparison basis due to application of the new flexibility model subject to the provision that:

- they carry on working the identical shift pattern as before; or
- where their 'shift' pattern, under the revised scheme, no longer meets the criterion of inconvenient working. i.e. weekends and lates.

6.2 Additionally, a protocol for managing changes to working arrangements has been developed for service managers to ensure that this change process is undertaken fairly and the affected employees informed and consulted about the need for change and the impact this will have on them. It is critical, however, that both parties understand that this does not diminish the right of service managers to change working patterns, now or in the future, for sound business reasons.

6.3 The One- off Pay Protection Arrangement is attached as Section 3 of the Framework Agreement

6.4 The Protocol for Managing Changes to Working Arrangements is attached as Section 4 of the Framework Agreement.

7 FLEXIBLE WORKING HOURS SCHEME AND THE TOWN HALL TRANSFORMATION PROJECT

7.1 Reaching overall agreement and proceeding to successful implementation of the changes above would not only mean increased efficiencies and a modernised and fair package of terms and conditions, it would also support a move towards more flexible working. It is intended that the Town Hall Transformation Project will be a key catalyst for changing working practices

and will support a cultural shift away from the use of additional payments as a means to cover hours outside of the standard 9 to 5. The real and perceived inconvenience to employees having to work weekends and evenings is outmoded and is no longer congruent with the modern 24/7 economy and broader societal expectations.

- 7.2 As part of these negotiations, the trade unions also requested a review of the long-standing Flexible Working Hours Scheme. During discussions it has become clear that such a review could be undertaken more productively in a wider context of introducing working practices that help to embrace new technology and the needs of customers as well as other Council priorities. Most significantly, there would include reducing congestion, creating a cleaner environment, access and inclusion and focusing more resources on front line delivery.
- 7.3 In view of the practical and logistical realities of flexible working both parties have agreed in-principle that the work package for reviewing the current scheme for Flexible Working Hours should be rolled into the scope of the Town Hall Transformation Programme.

APPENDIX 1

FRAMEWORK AGREEMENT

December 2009

INTRODUCTION

The Single Status Agreement was agreed by the National Joint Council for Local Government Services in 1997. The City Council made a commitment to implement Single Status in line with the National Agreement in 2004 following which a new Pay Policy and suite of supporting arrangements were approved by the Personnel Committee on 16 February 2005 and subsequently ratified by the 'Green Book' JCC for implementation with effect from April 2005.

Implementation on job evaluation proceeded on a service by service basis and, at a JCC meeting on 12 November 2008, all parties committed to complete Job Evaluation by March 2009 and carry out Equality Impact Assessments on the completed pay and grading package, including competency pay, "Part 3" working arrangements and payments and other matters related to the 2004/5 Implementation Agreements.

This agreement encapsulates the output of the negotiations on Competency Pay, "Part 3" working arrangements and payments and covers:

- Establishment of criteria and mechanism for dealing with Competency (increment) Pay.
- Rationalisation of Annual Leave Entitlement.
- Review of Premium Payments for work done outside of the 'normal' working week
 - a) Overtime Rates
 - b) Standby/call-out
- Review and replacement of Shift Payments and/or payments for work done in the evening or at the weekend, as part of the 'normal' working week ('Flexibility Payments').

The agreement reached is set out as follows:

Section 1 – Agreement on Annual Leave Entitlement

Section 2 - Changes to NJC for Local Government Services National Agreement on Pay and Conditions of Service – Part 3.

Section 3 – Scope of One-off Pay Protection Arrangement

Section 4 - Managing Changes to Working Arrangements

Section 5 – Agreed Scheme for Competency Increment Progression and Guidance.

SECTION 1

ANNUAL LEAVE ENTITLEMENT

With effect from 1 April 2010 annual leave shall be standardised at all grades at 25 days on entry, with an additional five days leave after five years service for all staff; i.e. a maximum of 30 days after five years service.

Existing staff including Chief Officers, will have their leave entitlement as at 1 April 2010 'protected', except where they accept a new contract of employment of their own volition or agree to a variation in their contract of employment.

SECTION 2

Changes to NJC FOR LOCAL GOVERNMENT SERVICES NATIONAL AGREEMENT ON PAY AND CONDITIONS OF SERVICE PART 3

[NOTE: The following replaces Para 2 – Part 3 Working Arrangements (pages 3.2 – 3.6 in the Green Book)]

2. Working Arrangements

- 2.1. The current myriad of shift allowances and weekend enhancements will be replaced by a banding system based on four levels of 'inconvenience' (in terms of early/late/weekend working), which takes account of the real inconvenient characteristics of particular working patterns linked to demonstrable service requirements.
- 2.2. In determining working arrangements to suit the needs of the service, authorities will take into account the circumstances of individuals and groups of individuals. Working time arrangements should avoid
 - (a) short notice changes to rostered or expected patterns of work
 - (b) excessive hours in any particular week and
 - (c) unnecessarily long periods over which the weekly hours are arranged.
- 2.3. The following payments replace all shift allowances and the compensation arrangements set out in Part 3, Section 2, Paragraph 2.3(a), (b) and (f) [i ; iii; iv; v; and vi] of the NJC for Local Government Services, and the historic "Unsocial Hours" payment arrangement for work carried out between 20.00 and 6.00 hours.

Payments for night workers will continue to be made in line with Part 3, Section 2, Paragraph 2.3(c) of the NJC for Local Government Services.

(a) Overtime

- (i) "Overtime" means hours which an employee is required to work beyond the standard working week (or beyond 35 hours, in the case of employees contracted to a 35 hours week or working a 35 hour week pursuant to the 1999 Framework Agreement).
- (ii) In relation to payments for overtime the hourly rate ("time") shall be calculated by dividing weekly pay by 37.

- (iii) Employees who work overtime shall not be entitled to receive enhancements for that overtime except in respect of any hours worked in excess of a 37 hour week.
- (iv) Employees who are required to work overtime so as to increase their weekly hours beyond 37 hours a week shall in respect of such hours beyond 37 be entitled to receive enhancements on the following basis:

Monday to Saturday	Time and a half
Sundays and Public Holidays	Double time

Overtime payment cease at Grade 6 (SCP 31) and those working overtime so as to increase their weekly hours beyond 35 hours a week shall at that point and above receive equivalent time off in lieu.

- (v) This subsection does not apply to Retained Employees or Nursery Employees in Educational Establishments whose conditions in respect of overtime are set out in Part 3 Appendix 2.

[Note: Part-time employees are entitled to these enhancements only at times and in circumstances in which full-time employees in the establishment would qualify. Therefore part-time employees must work 37 hours before the enhancements in (iv) above apply]

(a.1) Additional Hours - Part-time employees

- (i) "Additional hours" mean hours which part-time employees are required to work beyond their contractual hours but not beyond the standard working week (or beyond 35 hours, in the case of part-time employees to whom a 35 hour divisor applies for normal time either by contract or pursuant to the 1999 Framework Agreement).
- (ii) The hourly rate for additional hours shall be calculated by dividing weekly pay by 35.
- (iii) Employees shall not be entitled to receive enhancements for additional hours except as provided in (iv) below.
- (iv) A part-time employee who works additional hours on Saturday or Sunday or at night shall be entitled to the enhancement set out in subsections (b) and (c).
- (v) Where a part-time employee is required to work hours beyond the standard working week (or beyond 35 hours in the case of part-time employees to whom a 35 hour divisor applies for normal time either by contract or pursuant to the 1999 Framework Agreement), the provisions of subsection (a) above on overtime will apply in relation to such hours.

- (vi) This subsection does not apply to Retained Employees or Nursery Employees in Educational Establishments whose conditions in respect of additional hours are set out in Part 3 Appendix 2.

(b) Flexibility Payments

- (i) Where an employee is contractually required to work between 6.00 hours and 22.00 hours, Monday to Sunday, as part of their normal contractual working week, a graduated allowance will be included as part of the basic salary for the job, depending on the degree of inconvenience.

This “flexibility payment” will not be payable to those employees with contracts incorporating a shorter span of hours and/or across a fewer number of days or those subject to the ‘Flexible Working Hours Scheme’.

LEVEL 1 - Up to 50 weekend/inconvenient occurrences	6.7%
LEVEL 2 - 51 – 100 weekend/inconvenient occurrences	10%
LEVEL 3 – 101 -150 weekend/inconvenient occurrences, or other 'highly inconvenient' rota short of 24/7	15%
LEVEL 4 - 24/7 ('continental' shift)	20%

Notes:

A weekend/inconvenient occurrence is either an individual instance of a shift occurring on a weekend day or one week (i.e. five working days) of evening shifts extending beyond 8.00pm.

Where, over the agreed twelve month reference period, employees work in excess of the pattern in a particular level, subject to the ‘buffer zone’ of 5 weekend instances at each level, that employee should move to the next level up. The buffer zone is designed to catch ‘overspills’ from occasional instances of unplanned working (that is not classed as overtime) and should not be incorporated into long-term rotas, without proper recompense.

(f) **Standby and Call-Out Payments**

Employees who are rostered to be on 'Standby' outside of normal working hours can be required to come into work at short notice if the need arises. In recognition of the inconvenience of being ready to attend work at short notice, a standby allowance of £1.25 per hour is payable to employees on a pre-arranged period of stand-by, whether they are required to come into work or not.

Call-out payments are paid to employees on stand-by when they are actually required to attend work at short notice outside of normal working arrangements. When 'called-out', the prevailing overtime rates {currently as set out in (a) above} for actual work done will apply.

The provisions set out in Section 2 must be read in conjunction with the following:

Section 3 – Scope of One-Off Pay Protection Arrangement

Section 4 - Protocol for Managing Changes to Working Arrangements

SECTION 3

SCOPE OF ONE-OFF PAY PROTECTION ARRANGEMENT

To enable the implementation of the agreed flexibility payments framework, a one-off pay protection will be granted in limited situations where staff are losers due to application of the new flexibility payments framework provided:

- they carry on working the identical shift pattern as before,

OR

- their 'shift' pattern, under the revised scheme, no longer meets the criterion of inconvenient working. i.e weekends and lates.

This one-off pay protection will only apply to the 'shift allowance' on a direct comparison basis for working patterns that remain unchanged. Any loss of flexibility payment due to changes in working pattern now or in the future will not attract any pay protection.

This arrangement relates to clusters of job holders previously identified within the Part 3 negotiation process and will be time-limited in line with current pay protection arrangements.

SECTION 4

PROTOCOL FOR MANAGING CHANGES TO WORKING ARRANGEMENTS

1 SERVICE PLANNING

Business planning is an essential part of the Council's performance management framework and ensures that services are clear about what needs to be achieved and, in conjunction with workforce plans, how it will be delivered. Heads of services should be communicating with the recognised trade unions during the business planning process so that key stakeholders are aware of the direction of the service. At local level, service managers will need to pick up implementation in consultation with the staff affected including the local trade union representatives.

Outside of the business planning cycle, unforeseen changes can also arise owing to a number of factors such as legislation, stakeholder feedback, the need to fit in with changing requirements of partner organisations such as the NHS etc. Where changing service needs result in operational changes to when and how work is done, the same implementation process will apply.

Whether contemplated through the scheduled business planning process or in response to pressing change, any service contemplating new or revised working arrangements must first establish a clear business case for doing so. The business case explains the reason for establishing a particular working arrangement within the service and gives an overview of how this meets the service/business imperatives. The business case for change should be transparent, justifiable and backed by evidence including the consideration/evaluation of other possibilities including the risks in not achieving service improvements without the proposed working arrangements.

2 IMPLEMENTATION

The fact that the business is faced with an urgent service imperative for change does not lessen the requirement to ensure that this change process is undertaken fairly and the affected employees informed and consulted about the need for change and the impact this will have on them.

2.1 Contractual implications

Changes in working arrangements will involve a variation in the existing contract of employment. Unless there is an express clause in the contract of

employment allowing such changes in working arrangements to be made, contracts cannot be varied except in the following ways:

- a) By mutual consent – where the employer and employee agree the change or the employee carries on working under the revised contract without protest
- b) Through collective agreement which is binding on employees and gets incorporated into individual contracts of employment. However, the employer still needs to write to all affected employees with a revised contract of employment.
- c) Termination and Re-engagement – in the event of a continuing failure by the employee to agree to a change, the employer can terminate the existing contract of employment and offer a new contract in its place which includes the variation.

2.2 Consultation requirements

Managers should consider how and when to consult around the new proposals. It is preferable to consult at an early stage, explaining the need for change and proposals being put forward, making reference to the data upon which such proposals are based.

Collective consultation needs to take place with the local representatives of the relevant Trade Unions. In addition to collective consultation, individual consultation must also be undertaken with affected employees to identify and explore difficulties that staff might have in accommodating the new working arrangements due to personal circumstances. Possible solutions should be considered and accommodated wherever possible for individuals with genuine difficulties and reasonable adjustments made in accordance with the DDA where necessary.

2.3 Failure to Agree

The preferred approach for services in bringing about changes to working arrangements is through collective agreement with the relevant trade unions. Nevertheless where services are faced with an urgent need to implement changes in the face of a continuing failure to agree, provided that they have explored alternative ways of delivering the service, accommodated individual requirements, they might then have to consider termination and re-engagement, being mindful of the legal requirements on consultation and notice periods or other service provision options.

Termination and re-engagement will only be considered by the Council as a last resort when all attempts to reach agreement have been exhausted. If termination and re-engagement is being considered advice should be sought from Corporate Personnel.

3 **REVIEW**

Personnel Advisors can work with managers and provide advice and support to achieve the outcomes their businesses require in terms of managing changes to working arrangements. Additionally, they can assist in reviewing arrangements periodically for lessons learnt going forward.

SECTION 5

SCHEME FOR COMPETENCY INCREMENT PROGRESSION

1. This Scheme is designed to ensure that employees who have been in post for at least 3 years can demonstrate that they have reached an acceptable level of competency in performing the full range of duties for their post.
2. Following progression on to the penultimate spinal column point for their grade (normally in April) the employee will meet with their line manager to establish criteria for assessment based upon the main duties, responsibilities, skills and knowledge as set out in the job description and person specification for their post.
3. The line manager will then meet with the employee to conduct an assessment to establish whether the employee can perform the full range of duties of their post. The outcome of this meeting must be recorded in writing on the assessment meeting proforma and signed off as a correct record by the line manager and the employee, with both parties retaining a copy. Service personnel sections will be notified by the manager of assessment meeting outcomes.
4. All employees who can demonstrate an acceptable level of competency will progress to the final incremental point within their grade when this increment becomes due in the following April.
5. If it can be established that the employee can not perform the full range of duties of their post then the line manager will work with the employee to develop an action plan, to address any shortfall, including the provision of additional support and training where necessary.
6. The action plan is intended to assist the employee to improve competency levels. Where actions are proposed to assist this process, such actions will be linked to reasonable timescales that will allow the employee to improve.
7. It will be the responsibility of the line manager to arrange any additional support or training where such a need has been identified.
8. Progress against the action plan will be jointly reviewed and recorded by the employee and line manager after a further 3 months to ensure that the employee is on target to meeting criteria previously agreed to demonstrate competency in the full range of duties for their post, and to ensure that the employee is receiving the necessary support and training to achieve this.
9. If, at this stage, it is agreed that the employee can demonstrate an acceptable level of competency s/he will progress to the final incremental point within their grade when it becomes due in the following April.

10. If, at this stage, it is assessed that the employee cannot demonstrate an acceptable level of competency in the full range of duties responsibilities, skills and knowledge, for their post, the action plan will be reviewed to determine what additional support can be provided to assist the employee to gain an acceptable level of competency.
11. After a further 3 months (6months after the initial assessment), the employee will again meet with their line manager for a further formal assessment. The outcome of this meeting must be recorded in writing and signed off as a correct record by the line manager and the employee, with both parties retaining a copy of the record of the meeting (and copies sent to service personnel sections).
12. If, at this stage, it is agreed that the employee can demonstrate an acceptable level of competency s/he will progress to the final incremental point within their grade when it becomes due in the following April.
13. If, at this stage, it is assessed that the employee cannot demonstrate an acceptable level of competency in the full range of duties responsibilities, skills and knowledge for their post then the final incremental point will be withheld for that year.
14. If the employee is not satisfied with the outcome of the assessment at this stage they have the right to appeal against the assessment. The appeal will be heard by an appropriate manager. The appeal must be lodged in writing within 10 days of receipt in writing of the outcome of the assessment. The appeal will be heard within 28 days of receipt of the appeal. The outcome of the appeal will be confirmed in writing to the employee. There is no further right of appeal.
15. The employee may be represented at the appeal hearing by a trade union representative or friend.
16. This scheme will be reviewed after its initial year of operation and (over time) will be further developed to encompass future work on generic competencies for the organisation.

COMPETENCY APPRAISAL: ACTION PLAN

(A copy of this form must be forwarded to Departmental Personnel)

1. What are the main objectives for the next 6 months to ensure the employee is meeting all the tasks and skills as set out in the Job Description/ Person Specification?

1.

2.

3.

4.

5.

2. What support/resources/training will be provided to help ensure these objectives are met?

1.

2.

3.

4.

5.

NB: The employee will be assessed again in 6 months to determine whether the employee is then meeting all the requirements of the Job Description/Person Specification. It is recommended a meeting is held in between to monitor whether the employee is improving adequately and objective changed/revised as necessary.



MANCHESTER
CITY COUNCIL

COMPETENCY INCREMENT ASSESSMENT FORM

Name of Employee:	
Personal Number	
Job Title:	
Team / Section :	
Department:	
Date of Competency Appraisal: (Please specify if this is 6 month review)	
Manager:	

Competency Assessment Form cont'd

1. Section 1

<p>Is the employee carrying out the tasks as set out in their Job Description to the required standard?</p>	
<p>If not:</p> <p>Which tasks/duties are not being carried out to the required standard?</p>	
<p>Does the employee demonstrate all the skills and abilities required to do the job as outlined in the Person Specification</p>	
<p>If not:</p> <p>Which skills are not currently being demonstrated?</p>	

Based on the comments above has the employee satisfied the competency criteria and will progress to the final competency SCP?	
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SECTION 2 COMMENTS

Employee Comments to the comments in section 1:

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Additional Managers Comments:

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SECTION 3: SIGNATURES AND ADDITIONAL COMMENTS:

(A copy of this form must be forwarded to Departmental Personnel)

TO BE COMPLETED BY MANAGER:

THE NAMED EMPLOYEE HAS HAD THEIR COMPETENCY ASSESMENT MEETING AND:

- Has satisfied the Competency Criteria and should move to the final SCP in April next year
- A further review will be carried out prior to next April to determine if the employee should progress (Please attach a copy of the Action Plan).
- Has not satisfied the Competency Criteria and should remain on the Penultimate SCP.

Managers Signature:

Dated:

TO BE COMPLETED BY EMPLOYEE:

I agree that I have seen the comments on this form and am aware of the implications to my pay:

Employees Signature:

Dated:

NB: Employees have a right to appeal decisions not to progress them to the Competency SCP after the 6 month review. An appeal should be submitted in writing within 10 working days to their line manager who will pass to an appropriate senior manager.

The Competency Assessment

Guidance for Managers

Introduction of Competency Scheme

As you are aware it was agreed as part of the 2005 Pay and Grading agreement that although progression through a grade would initially be based on length of service, progression to the final spinal column point (SCP) would be determined on the basis of satisfying a competency criteria.

The Assessment consists of a meeting between line managers and staff currently on the penultimate SCP of their grade to discuss overall performance. This is done by comparing current performance against the tasks and duties as set out in the Job Description and all skills and abilities as set out in the Person Specification. In order to pass through the "bar" on their grade, employees must be meeting ALL the requirements of their job.

Negotiations have been ongoing with the Trade Unions to get a suitable assessment scheme in place. A scheme has now been developed and agreed by the unions and the associated guidance and paperwork is attached.

It has been agreed that assessment for staff on the penultimate SCP should now begin for those currently on the penultimate SCP in their grade. Due to the timeframe the scheme will differ in this first year. The arrangements in the documentation attached will be operational from April 2010 onwards.

NB: The purpose of the Competency Assessment is not to replace or defer existing performance management procedures. Furthermore the Competency Assessment is completely separate from the Annual Appraisal which is mandatory for ALL staff and should continue to be carried out.

STEP 1: PREPARATION

- Managers will be contacted by departmental personnel by early October and provided with a list of names of employees on their team on the penultimate SCP and due to be assessed

- Managers should meet with these staff as soon as possible to discuss arrangements for the assessment and provide them with a copy of the assessment form and guidance for staff, as well as an up to date copy of the Job Description and Person Specification for their post. This meeting needs to be well in advance so the employee has as much time to prepare for the meeting as possible.

- Assessments should be held in October of this year, following the format set out in Steps 2 and 3.
- It is imperative employees are made aware of the significance of this meeting and the fact it will impact their pay.

- Employees must be encouraged to prepare for the meeting, in terms of thinking of examples and collecting evidence to support their moving to the final SCP (refer them to guidance for staff for details and examples of evidence they can bring)

- Managers must fully prepare for the meeting. This will involve similar preparation as employees, collecting examples and evidence, particularly if you feel the employee should not progress to the final SCP, you must have examples to back up your assertions. Examples to support an employee not progressing to the final SCP would normally include (though the list is not exhaustive):
 - Copies of past appraisals which show under performance
 - Copies of other action taken to address under performance, for example capability action (formal or informal), management instructions, emails to employee, records of meetings etc.
 - Copies of supervisions which refer to a need to improve performance.

- Where it is not possible to meet with staff (for example due to absence, Maternity Leave) please contact personnel to talk through alternative arrangements.

STEP 2: THE MEETING

The Competency Assessment is a formal documented meeting which is mandatory for all staff sitting on the penultimate SCP (i.e. who will be eligible to move to the Competency SCP in April of the following year) and which must be recorded. Like normal supervision meetings, the employee does not have the right to trade union representation.

Managers should:

- Introduce the meeting, setting out again the purpose and also the potential impact on pay.
- Address each point in the employees Job Description and Person Specification, discussing each in turn in terms of whether the employee meets the requirements/demonstrates the skills required.
- The meeting should be a two way discussion and both you and the employee should have an opportunity to put forward your point of views.
- Where disagreement does arise, the preparation both sides have brought to the meeting becomes key as this will ultimately help decide whether the employee has in fact demonstrated he or she is fully competency.
- Where it is felt the employee does not meet all requirements of the job, which specific areas they are lacking need to be identified and also evidence submitted to back up this decision, (the employee may submit counter-evidence at appeal)
- The employee should be given the opportunity to comment on your feedback and the evidence you have submitted.
- By the end of the meeting after consideration of both yours and the employees point of view and a balanced review of all discussions and information provided, a decision must be taken as to whether the employee should progress to the final SCP in April or they should remain on the penultimate point.

- Whatever the outcome, this should be communicated to the Personnel Shared Service Centre by emailing copies of the completed paperwork to personneladministration@manchester.gov.uk. They will inform payroll. If you wish to post copies then please send them to Personnel Administration, 1st Floor, Pink Bank Lane.
- If the employee is unhappy with the outcome of the Competency Assessment, they have a right of appeal which should be passed to your line manager. This manager should be given a copy of the Competency Appraisal form, the evidence submitted and any further counter evidence the employee feels is relevant.

NB: Attempts to prevent an employee progressing the Competency SCP due to consistent under performance will be severely weakened if there has been no attempt to address under performance in the past. Similarly if the employee has only recently begun to under perform then this should have been investigated prior to the Competency Appraisal also.

STEP 3: FOLLOW UP

Where a decision has been taken that an employee should not progress to the final SCP an action plan (see attached form) must be drawn up by the manager and employee to be reviewed in 6 months time.

This action plan must put steps in place to allow the employee to gain experience in order to develop and hopefully be able to demonstrate in the 6 month review they are now meeting all requirements of their ob Description/Person Specification.

It is recommended that performance against the action plan is monitored at intervals before the 6 month review, either in normal supervision or in separate meetings.

At the 6 month review another meeting should be held between staff and manager following the same procedure as at the initial meeting.

If it is decided at this meeting the employee should move to the final SCP this will be backdated to April 2010. **NB this is for the first year only as from April 2010 onwards the Competency Assessment will be held in May/June, allowing enough time for the review to be held prior to April.**

If after this meeting it is decided the employee should not progress the employee will remain on the same SCP in April and the same process will be followed in the next year.

If after twelve month it is decided the employee should not proceed to the final SCP, referral to the capability process should be considered.

Record Management

- Departmental personnel will send you a list of all staff on your team due to be assessed.
- At the end of the initial meetings you should return the paperwork to the Personnel Share Service Centre and indicate whether the employee should pass to the final SCP or if it has been decided that the employee should not pass and a review date has been set.
- At the 6 month review you must record again whether the employee should progress to the final SCP

NB: It is your responsibility to ensure review dates are adhered to and that the Personnel Shared Service Centre are advised of the outcome.

Personnel will then make the necessary arrangements with payroll

Preparing for Competency Assessment:

DO

- Come to the meeting prepared having thought of examples of where the employee does or does not meet the requirements of their Job Description/Person Specification.
- Bring evidence to the meeting to support your point of view; this is essential where you feel the employee is under performing, for example past appraisals, supervisions, and other management meetings.
- Explain to the employee how important preparing well for this meeting is and the impact the outcome of this meeting will have on their pay.
- Remain positive in the meeting and reassure the employee if they are not meeting all the requirements of the job in May, there is still time to remedy this in time for the 6 month review which will mean they can still progress through the bar in April.

DO NOT

- Use the Competency Assessment as an alternative to existing performance management tools.
- Wait until the Competency Assessment to inform the employee of their shortcomings, what you convey at this meeting should not be a shock for the employee as under performance should have been addressed before.
- Be negative. Even where there are issues, these should be addressed in a proactive way, i.e. in terms of how these can be tackled and overcome. The employee should not leave this meeting feeling deflated or inadequate.

The Competency Assessment

Guidance for Staff

BACKGROUND:

As part of the 2005 Pay and Grading agreement it was agreed that although progression through a grade would initially be based on length of service, progression to the final Spinal Column Point (SCP) would be determined on the basis of satisfying a competency criteria. The Competency Assessment is a means for managers and staff to have a discussion to make a decision whether an employee on the penultimate SCP progresses to the final SCP.

The Competency Assessment is a meeting held between you and your manager after you have moved to onto the penultimate SCP (i.e before the point before the bracketed SCP in your grade). This information is available on the intranet. The outcome of this meeting will determine whether you move onto the final SCP available in your grade by assessing your overall performance against your Job Description and Person Specification and therefore should be treated very seriously by both yourself and your manager.

The Competency Assessment is completely separate from your annual appraisal which you should still have with your manager. The Competency Assessment is mandatory only for employees who are currently on the Penultimate SCP. If your manager has not spoken to you about your Competency Assessment after your progression to the penultimate SCP, then you should approach them immediately. In order to pass to the final SCP you must be able to demonstrate you are carrying out all the tasks required in your job (as set out in the Job Description for your role) and demonstrating all the skills and abilities required for your job (as set out in the Person Specification for your role).

STEP 1: PREPARATION

- Your Competency Assessment will be held after April of the year you have moved onto the penultimate SCP. Your manager should speak to you at least one month prior to your meeting and provide you with a copy of the form (**[**link to form on intranet**](#)**), and an up to date copy of your Job Description and Person Specification.
- You should use this time before your Competency Assessment to prepare for the meeting, going through each point on your Job Description and Person Specification and thinking of relevant examples of how you perform these duties/demonstrate these skills. It is may be useful for you to bring examples of your work to your meeting.

- You should come to the meeting ready to speak about your accomplishments and how well you feel you are performing in your role. This meeting will affect your pay and therefore it is imperative you do not undersell yourself!

STEP 2: THE MEETING

The Competency Assessment is a formal documented meeting which is mandatory for all staff sitting on the penultimate SCP in May (i.e. who will be eligible to move to the Competency SCP in April of the following year) and which must be recorded.

- At the beginning of the meeting your manager should quickly run through the outline of the meeting, what you will be looking at and how the outcome will affect your pay.
- You and your manager should go through your Job Description and Person Specification in turn and discuss your performance against these. The meeting should be a two way discussion and you should be given an opportunity to reply to your managers point of view
- By the end of the meeting, after consideration of both yours and your manager's point of view, and a balanced review of all discussions and information provided has taken place, a decision must be taken as to whether you should progress to the final SCP in April or you remain on the penultimate point.
- If you are unhappy with the outcome of the Competency Assessment, you have a right of appeal which will be heard by a more senior manager.
- If it is decided you are meeting all the requirements of your role you will move to the final SCP in the April after a 6 month review is carried out.

STEP 3: FOLLOW UP

Where it has been decided you are not currently meeting all the requirements of your role, an action plan must be agreed by you and your manager to address this. This action plan will be reviewed in 6 months, in which time it is hoped by following the action plan you will be able to demonstrate you are meeting all the requirements of your role.

You and your manager are jointly responsible for drawing up your action plan and identifying opportunities to allow you to demonstrate you are capable of all the tasks and skills in your Job Description/Person Specification. It is recommended you meet with your manager within the 6 month review period to monitor your progress against your action plan, either in normal supervision or in a separate meeting.

The review meeting will follow the same format as the initial assessment meeting (with the same preparation necessary). The outcome of this meeting will be that either you remain on the penultimate SCP or progress to the final SCP.

There is a right of appeal after the 6 month review meeting. However, this is the final level of appeal. If at appeal it is agreed you should not progress, you will remain on the penultimate SCP in April.

The process will be repeated in the April of the following year, allowing you another opportunity to progress to the final SCP.

DO'S

- Come to the meeting prepared, with examples and evidence of your performance. This meeting will impact on your pay and therefore should be treated very seriously.
- Remain positive. If it is decided at the initial assessment you are not currently demonstrating all the skills and abilities required for your job, see this as an opportunity to develop. Remember you have a further 6 months to prove to your manager you can fulfil all the requirements of the job.

DON'TS

- Under-prepare, this meeting will impact your pay.
- Leave any issues you are having until your competency assessment. If you are experiencing any difficulties, bring these up with your manager as soon as possible so these can be addressed as soon as possible.
- Be negative. Even where there are issues, these should be addressed in a proactive way.