

WITHOUT PREJUDICE

LOCAL COLLECTIVE AGREEMENT

AN AGREEMENT made on **xxth** [Month] 2013 **BETWEEN** :-

- (1) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, West Yorkshire, LS1 1UR, (“the Council”); and
- (2) **GMB** of Grove Hall, 60 College Grove Road, Wakefield, WF1 3RN (“GMB”); and
- (3) **UNISON** of Commerce House, Wade Lane, LS2 8NJ (“Unison”); and
- (4) **UNITE** of Transport House, 55 Call Lane, LS1 7BW (“Unite”).

BACKGROUND

- A) Parks and Countryside manage almost 4,000 hectares of parks and green space. This includes 7 major parks; 62 community parks and 95 recreation grounds; 155 hectares of local green space which includes 144 playgrounds and 500 sports facilities ranging from skateboard parks to golf courses and which play host to 600 events annually. The service also manage a nursery which produces over 4 million bedding plants each year; 97 allotment sites; 812km of public rights of way; 156 nature conservation sites; 23 cemeteries and 3 crematoria.
- B) Work outdoors is inevitably seasonal and affected by the natural growth cycle, weather, ground conditions and amount of daylight. There are a number of benefits to the service in adopting seasonal working patterns for relevant staff in addition to protecting front line staff and financial benefits as follows:
 - for parks operations it allows an 11% increase in productivity over the key summer months during the growing season
 - it enables the service to implement a year 2 apprenticeship programme with 6 horticultural apprentices
 - the additional hours over the summer period also provides an opportunity for increased machinery productivity as they can be utilised over longer hours
 - the summer months provide better weather conditions for landscaping operations that include heavy groundwork
 - there would be a greater staff presence in parks to give visitors reassurance and feeling of safety as well as be better placed to deal with day to day issues that arise when equipment and facilities are at peak usage

IT IS AGREED as follows :-

- 1 Unless stated otherwise, references to “the Unions” refers collectively to GMB, Unison and Unite.
- 2 Both the Council and the Unions recognise the benefit of positive industrial relations and are committed to continuing to work together in consultation and in order to maximise the efficiency of the Parks & Countryside Service, the Parties have agreed to the following terms:
- 3 **Scope and effect of this Agreement**
 - 3.1 This Agreement applies to all employees (collectively referred to in this Agreement as “the Employees”) who work (or who may work in the future) in any of the Parks & Countryside services listed below in paragraphs 3.2.1 to 3.2.3.
 - 3.2 Each service referred to in 3.2.1 to 3.2.3 will be referred to individually as “a Service Area” and collectively as “the Service Areas” in this Agreement:
 - 3.2.1 Parks Operations (including East, West, estates, landscape construction playground engineers and public rights of way maintenance);
 - 3.2.2 Nursery; and
 - 3.2.3 Business Development – Monitoring.
 - 3.3 References in this Agreement to specific groups of employees in a Service Area shall be as follows:
 - a. Parks Operations, which includes East, West, estates, landscape construction, playground engineers and public rights of way Maintenance (“the Parks Operations Employees”);
 - b. Nursery (“the Nursery Employees”); and
 - c. Business Development – Monitoring (“the Business Development Employees”).
 - 3.4 At the date of this Agreement, the roles listed in Schedule 1 have been identified as those which are worked in one or more of the Service Areas and therefore within the scope of this Agreement.
 - 3.5 The list of job roles in Schedule 1 is provided to assist the Parties in understanding which job roles will be affected by this Agreement and is provided for indicative purposes only.
 - 3.6 It is understood by the Parties that future changes to services may mean that the titles of the job roles listed in Schedule 1 may change as new job roles are created or existing roles modified.
 - 3.7 The specific hours to be worked by an individual employee will be determined by the which Service Area in which an employee works as set out in paragraphs

7.2 to 9.2 below.

- 3.8 Save where expressly stated otherwise, this Agreement constitutes a legally binding and enforceable agreement by and between the Parties and its provisions shall have contractual effect upon the Employees.

4 Commencement

This Agreement shall come into effect on 2nd January 2014 for the Parks Operations Employees, the Business Development Employees and the Nursery Employees

(5) Terms and Conditions of Service

- 5.1 All terms and conditions of employment including additional payments, as they relate to basic and normal pay, including irregular and overtime working will continue to be in accordance with the National Joint Council (NJC) for Local Government Services Terms and Conditions of Service (“the Green Book”) or as superseded by this Agreement and or any future local collective agreement.
- 5.2 Without prejudice to his or her statutory rights, any request by any of the Employees for either a permanent or temporary variation to his or her working hours will be given full and fair consideration by the Council.

(6) Seasonal Working Rota

- 6.1 The Employees shall work the hours in accordance with the relevant “Seasonal Working Rota” set out in the tables below in paragraphs 7.2 to 9.2.
- 6.2 The working year over which a Seasonal Working Rota applies is between 1st April to 31st March for Parks Operations Employees and Business Development Employees, and from 1st January to 31st December for Nursery Employees.

(7) The Parks Operations Employees

- 7.1 The Parks Operations Employees shall work longer hours from April to September and shorter hours from October to March in accordance with the following Seasonal Working Rota:

7.2 Parks Operations Employees

| Day | Summer Rota (41 hours per week) April to September | Winter Rota (33 hours per week on average) October to March | |
|-------|--|---|---------------------------------------|
| | | Oct, Nov, Feb & Mar | Dec & Jan |
| Mon | 07:15 – 16:45 with half hour break | 07:30 – 15:30 with half hour break | 08:00 – 15:30 with half hour break |
| Tues | 07:15 – 16:45 with half hour break | 07:30 – 15:30 with half hour break | 08:00 – 15:30 with half hour break |
| Wed | 07:15 – 16:45 with half hour break | 07:30 – 15:30 with half hour break | 08:00 – 15:30 with half hour break |
| Thurs | 07:15 – 16:45 with half hour break | 07:30 – 15:30 with half hour break | 08:00 – 15:30 with half hour break |
| Fri | 07:15 – 12:15 with no break | 07:30 – 12:00 with no break | 08:00 – 12:30 with no break |

7.3 The hours in the above table will enable Parks Operations Employees to have Friday afternoons off and accrue over 20 additional hours (equivalent to 3 extra days annual leave) in winter which can be taken (These additional hours must be taken between 1st October and 31st March subject to the normal procedures for booking time off.

(8) The Nursery Employees

8.1 The Nursery Employees shall work varying hours through the year (shorter hours of 32 hours a week from January to February (weeks 1 to 7); 37 hours a week in February (weeks 8 to 9) and longer hours of 42 hours a week from February to June (weeks 10 to 24), reverting back to 37 hours a week from June to October (weeks 25 to 44) and shorter hours of 32 hours a week between October to December (weeks 45 to 52) in accordance with the following Seasonal Working Rota:

| Time Period | Hours Worked | Notes |
|----------------------------|--------------|--|
| Weeks 1 to 7 (Jan – Feb) | 32 | 08:00 – 15:00 Mon To Thurs; 14:30 Fri with half hour break |
| Weeks 8 to 9 (Feb) | 37 | 08:00 – 16:00 Mon To Thurs; 15:30 Fri with half hour break |
| Weeks 10 to 24 (Feb – Jun) | 42 | 07:30 – 16:30 Mon To Thurs; 16:00 Fri with half hour break |
| Weeks 25 to 44 (Jun – Oct) | 37 | 08:00 – 16:00 Mon To Thurs; 15:30 Fri with half hour break |
| Weeks 45 to 52 (Oct – Dec) | 32 | 08:00 – 15:00 Mon To Thurs; 14:30 Fri with half hour break |

9 The Business Development Employees

9.1 The Business Development Employees shall work 41 hours a week from April to September and 33 hours per week from October to March in line with Parks Operations Employees as set out at 7.2.

10 Supervisors

10.1 For the avoidance of doubt supervisors shall work the same Seasonal Working Rota as the teams which they supervise.

11 Pay

11.1 The Employees' pay will be averaged to provide 12 equal monthly salary payments regardless of the Seasonal Working Rota worked.

11.2 Managers are responsible for ensuring that each employee works the appropriate number of hours in line with the relevant Seasonal Working Rota.

12 Annual Leave/ Additional Accrued Hours

12.1 All existing total hourly annual leave entitlement will remain the same and shall be taken in hours as at present.

12.2 The number of hours of annual leave to be taken in respect of any particular day will vary with the time of year in which the annual leave is taken in accordance with the relevant Seasonal Working Rota. For example a day's leave taken by a Parks Operations Employee on a Monday in June will use 9 hours, and on a Friday, 5 hours; a day taken on a Monday in October will use 7.5 hours, and on a Friday 4.5 hours. A day's leave taken by a Nursery Employee in weeks 10 – 24 February to June will use 8.5 hours (8 hours on a Friday); a day taken in weeks 45 to 52 October to December will use 6.5 hours (6 hours on a Friday).

13 Implementation Arrangements

- 13.1 The Parks Operations Employees, Business Development Employees and Nursery Employees will work to the relevant Seasonal Working Rota as set out above at [7.2] from the 2nd January 2014.
- 13.2 The Parks Operations Employees and Business Development Employees will however receive pay for 37 hours despite working 33 hours a week for the period from the 2nd January 2014 to the 31st March 2014 only.
- 13.3 The Nursery Employees will receive pay for 37 hours for weeks 1 to 7. In addition, 15 hours leave will be added to Nursery Employees' leave entitlement for the leave year 2013/14. This additional leave time must be taken between weeks 1 to 9 by booking the lieu hours via the normal process with line managers.
- 13.4 For the avoidance of doubt the Parties understand that the arrangement described in 13.2 and 13.3 above is intended to be a one-off temporary incentive, which shall end on the 1st April 2014.

14 Review

- 14.1 Hours worked by Employees who work in Transport and Engineering will be reviewed in autumn 2014, at which point, an addendum to this collective agreement will be made to incorporate any arrangements agreed for these employees.

Signed : _____

[Sean Flesher, Chief Officer, Parks & Countryside]
For and on behalf of the Council.

Dated : _____

Signed : _____

Dave Noble
For and on behalf of GMB.

Dated : _____

Signed : _____

Leon Kirkham
For and on behalf of Unison.

Dated : _____

Signed : _____

Dick Banks -
For and on behalf of Unite

Dated : _____

SCHEDULE 1

Area Officer
Apprentice (Horticultural)
Assistant Gardener
Assistant Horticultural Gardener
Assistant Nursery Manager
Chargehand Estate Worker
Chargehand Gardener
Client Officer
Craft Estate Worker
Estate Officer
Estate Worker
Fitter
Gardener
Gardener – Kirkstall Abbey HLF
General Worker
Head Greenkeeper
Landscape Construction Officer
Landscape Supervisor
Leading Area Officer
Leading Gardener
Leading Hand
Leading Hand Gardener
Maintenance Chargehand
Maintenance Worker
Mobile Engineer
Monitoring & Compliance Officer
Playground Engineer
Senior Chargehand
Senior Chargehand Gardener
Tractor Driver