

## WITHOUT PREJUDICE

### LOCAL COLLECTIVE AGREEMENT

**AN AGREEMENT** made on the 15<sup>th</sup> day of October, 2015 **BETWEEN**, :-

- (1) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, West Yorkshire, LS1 1UR, (hereafter referred to as “the Council”); and
- (2) **GMB** of Grove Hall, 60 College Grove Road, Wakefield, WF1 3RN (hereafter referred to as “GMB”); and
- (3) **Unite** of Transport House, 55 Call Lane, LS1 7BW, (hereafter referred to as “Unite”).
- (4) **UCATT** of Winwaed House, 64/66 Crossgates Road, Leeds, LS15 7NN, (hereafter referred to as "UCATT")

**IT IS AGREED** as follows:-

- (i) Unless stated otherwise, references to “the Trade Unions” refers collectively to GMB, Unite and UCATT.
- (ii) Both the Council and the Trade Unions recognise the benefit of positive industrial relations and are committed to continuing to work together.
- (iii) This Agreement outlines the main areas on which the Trade Unions and the Council are agreed. This agreement replaces any previous local agreement for employees in scope including a local agreement dated 2003
- (vi) 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 employees of the Council within the scope of this Agreement.

#### **1. Background**

- 1.1 In October 2013 the direct construction service which was formerly part of East North East Homes Leeds (ALMO) returned to the Council. Following the transfer of the service into the Council there are now two providers of direct construction services, both operating from depots in East Leeds. Property Maintenance sits within Civic Enterprise Leeds (CEL) and reports to the Chief Officer. CEL Functions include, the corporate property management function transferred from the Director of Development in January 2014 to Property Services, which now manages statutory landlord functions for council buildings and planned and responsive maintenance.

- 1.2 Construction Services sits within the Directorate of Environments and Housing and is based with the Chief Officer Property and Contracts. Construction Services delivers the repairs and maintenance function to council housing stock in a third of the City and also assists in the delivery of the Council's Housing Capital Programme as well as delivering major adaptations on a city wide basis.
- 1.3 Given that over 70% of a future combined Construction Services turnover would be Council house related, a decision has been taken that the management of this function would be best placed sitting within the Directorate of Environments and Housing. Given this decision the service has been transferred to the Chief Officer Property & Contracts, who is to develop a model to fully integrate the delivery of a single, internal construction service. This will allow the service to build on the joint internal expertise that already exists in the City and to move the service forward in a positive way in line with the Council's Key Objectives.

## **2.0 Scope of the agreement**

- 2.1 This Agreement applies to all operatives directly employed by the Council within the new Construction Services (to be renamed Leeds Building Services) within Environments and Housing and includes employees formerly based in CEL and Housing Leeds.

## **3.0 Changes to contractual terms relating to Pay**

- 3.1 The Council and the Trade Unions have negotiated on and agreed new pay terms for employees in scope. It is agreed by all parties that the following pay provisions will apply to staff within scope and will form part of their individual contracts of employment from the Implementation Date set out in this Agreement.
- 3.2 For the avoidance of doubt from midnight on the day before the Implementation Date all previous pay rates and conditions will cease, including but not limited to any performance related pay scheme payments and or additional payments and will be replaced from the Implementation Date by the new pay provisions noted below. Where an operative commences a shift the day before the Implementation Date which ends on the Implementation Date they will be paid the previous rate applicable before the Implementation Date for that shift
- 3.3 The majority of staff in scope will either benefit from or be unaffected by the new pay terms. Some staff in scope will be disadvantaged. For all staff in scope, the new pay terms will be immediately effective from the Implementation Date including in relation to staff in scope who may be disadvantaged, without further notice. In line with the Council policy on this there will be no pay protection for those staff who suffer a financial loss.

## 4.0 The new pay terms

- 4.1 The new pay terms for basic pay are based on a 37 hour working week and a voluntary flexible working pattern between 8.00am and 6.00pm with core hours being between 8.00am and 4.00pm Monday to Thursday and between 8.00am and 3.30pm on Friday .
- 4.2 Annual leave entitlement will be 24 days, plus an extra 5 days after 5 years continuous service.
- 4.3 There are 5 new job descriptions to reflect the proposals for pay:

General operatives = SCP 24 (£21,530)

Single trade operatives (incl. Data Comms Engineers) = SCP 27 (£23,698)

Multi-skilled operatives = SCP 29 (£25,440)

Specialist trades = SCP 31 (£27,123)

Commercial Gas Service Engineers = SCP 33 (£28,746) \*

\*(This relates to 7 commercial gas engineers who were previously based in CEL who also hold an appropriate electrical qualification.

On production of the relevant dual qualifications these staff will be paid at the appropriate rate as stated above. Any operative that only holds a single qualification will be paid SCP 31, and supported to achieve their dual qualification if requested. Any staff currently undergoing training will be paid SCP 31 subject to the completion of the dual qualification requirements to become Commercial Gas Service Engineers.

- 4.4 There may be a small number of operatives, formerly based across both Property Maintenance and Construction Services, who may undertake an element of multi skilled work. If any individuals are identified the Council will undertake an individual assessment of these cases in conjunction with the operative's supervisor to assess the work that is being undertaken, and if appropriate will pay these individuals SCP 29 on the understanding that they obtain the relevant QCF level 2 qualification within a 12 month period, from the commencement of the training and that they are fully engaged in the training programme at all times during this period. Failure to do so will see the operative revert to SCP 27.
- 4.5 The Council would be willing to fully support general operatives and single trade operatives, as appropriate, if they wish to undertake any training and appropriate formal qualifications to assist with their career advancement.

If there are a significant number of operatives that wish to undertake a formal qualification to assist their career advancement the Council

would ask for expressions of interest in the first instance and then consider the number of requests that could be supported on an annual basis taking into account business needs and the impact on overall resource availability.

Any initial training plan will be agreed with the Trade Unions with progress reported through an appropriately agreed process. If the Council receives more requests on an annual basis than can be supported from a business perspective, it will agree an appeals process with the TU's for any unsuccessful expressions of interest

Any subsequent requests would be captured through the formal appraisal process.

4.6 Both lift engineers and stair lift engineers will be classed as specialists working to the new specialist trades job description and will be paid SCP 31.

4.7 Prior to the amalgamation the two services on 1<sup>st</sup> August 2015 7 operatives were covering the role of a charge hand, 2 individuals were formally employed as charge hands with the remaining 5 being paid for additional duties with their substantive post being a trade operative. These individuals will be paid the new rate for their substantive rate and then an individual business case signed off to make an additional payment up to SCP 33 until the further management review, which will include discussions around the role of supervisors. Consultation about any changes arising out of the review will include the two individuals employed as a charge hand

4.8 Trackers

- Trackers will continue to be used for the allocation of work and where required the location of stolen vehicles
- No additional trackers will be installed on any vehicle being operated by the newly named Leeds Building Services, subject to the Tracker Policy being developed as below
- All on line access to tracker information will be restricted to supervisors and planners as deemed appropriate following consultation with the Trade Unions.
- Trackers will not be used to commence any disciplinary action
- A formal Tracker policy will be developed as part of the corporate discussions with the Trade Unions

4.9 Overtime will be paid based on the national rates of time and a half and double time.

4.10 Out of Hours scheme.

- Out of hours scheme will operate between 6.00pm and 8.00am Monday – Friday and from 6.00pm Friday – 8.00am Monday and Bank Holidays

- A weekly standby allowance of £171.66 will be paid. This is based on 1/3 of the proposed electricians rate (SCP 31).
- The daily standby allowance equates to;
  - £17.17 Monday to Friday
  - £34.33 Saturday
  - £51.50 Sunday
- Overtime will be paid for the duration of the call out, from receipt of the call to returning home.
- Overtime rates will be;
  - Time and a half Monday to Friday 6.00pm – 8.00am
  - Time and a half Saturday 8.00am to midnight
  - Double time from midnight Saturday night to 8.00am Monday morning and Bank Holidays.
- 8 statutory bank holidays, and substitute bank holidays if applicable for Christmas Day, Boxing Day and New Year's Day, will be paid at double time plus a day off in lieu.
- Sleep time will be calculated from 12 midnight and will be based on time for time allowance
- Preference will be given to the existing employees who currently undertake standby duties.
- All operatives will be invited to express interest in providing standby cover as and when additional capacity is required.

4.11 Following the signing of this Agreement, the Council will enter into further consultation with the Trade Unions in order to re-align the management staff that have been realigned within the Environments and Housing Directorate as part of this process.

## **5.0 Conditions of Service**

5.1 Any issue not covered by this Agreement, will be subject to the terms of the Joint Negotiating Committee for Local Authority Craft and Associated Employees, as supplemented by Leeds City Council's Local Conditions of Service.

## **6.0 Implementation date and process.**

6.1 The implementation Date has been agreed as 1<sup>st</sup> October 2015

6.2 Changes to pay will be reflected in November 2015 salaries backdated to the implementation date of 1<sup>st</sup> October 2015. Backdating to the implementation date will not result in a financial detriment for staff for the month of October 2015

**Signed :** \_\_\_\_\_

Neil Evans  
For and on behalf of the Council.

**Dated :** \_\_\_\_\_

**Signed :** \_\_\_\_\_

Dave Noble  
For and on behalf of the GMB.

**Dated :** \_\_\_\_\_

**Signed :** \_\_\_\_\_

Dick Banks  
For and on behalf of Unite

**Dated :** \_\_\_\_\_

Andy Jones  
For and on behalf of UCATT

**Dated :** \_\_\_\_\_

