

## Community Support Service : Collective Agreement : Background Document

### WITHOUT PREJUDICE

### LOCAL COLLECTIVE AGREEMENT

**AN AGREEMENT** made on the (date) **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 (“GMB”); and
- (3) **UNISON** of Commerce House, Wade Lane, LS2 8NJ (“Unison”); and
- (4) **UNITE** of Transport House, 55 Call Lane, LS1 7BW (“Unite”).

**IT IS AGREED** as follows :-

- (i) Unless stated otherwise, references to “the Unions” refers collectively to GMB, Unison and Unite.
- (ii) Both the Council and the Unions recognise the benefit of positive industrial relations and are committed to continuing to work together in consultation.
- (iii) This Agreement outlines the main areas on which the Unions and the Council are agreed.
- (iv) 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 in the job roles specified in paragraph 1.1.
- (v) This Agreement will come into effect on 1st February 2013 (“the Implementation Date”)

## **1.0 Scope of the Agreement**

1.1 This Agreement applies to the community support assistants in the following service areas

- Reablement (SkILs)
- Mental Health Reablement
- Long Term Mental Health
- Long Term Generic
- Woodview Extra Care Housing
- Rossfield Extra Care Housing

1.2 The employees specified in 1.1. above will, unless stated otherwise, be referred to individually as “Community Support Assistant” or collectively as “Community Support Assistants” in this Agreement:

## **2.0 Vision for the Service**

2.1 Delivery of a flexible, high quality, efficient and effective specialist community support service that meets existing and future customer needs and expectations and delivers effective outcomes for older people and vulnerable adults in the city.

## **3.0 Terms and Conditions of Service**

3.1 All terms and conditions of employment including additional payments, as they relate to basic and normal pay, including irregular and overtime working will 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the National Joint Council (NJC) for Local Government Services Terms and Conditions of Service (“the Green Book”) or as superseded by this Agreement and or any future local collective agreement.

3.2 Employees who are unable to fulfil the working arrangements as set out in this agreement will have their individual circumstances considered in accordance with relevant employment polices for example ‘Flexible Working Policy’ or ‘Reasonable Adjustment’ under the Equality Act.

## **4.0 Normal Monthly Pay (Fixed)**

4.1 The basic pay for the Community Support Assistants contained within this Agreement is determined by reference to the Green Book, Job Evaluation Scheme and the Council’s Pay & Grading Structure.

4.2 Basic pay will be pro-rata based on contracted hours.

4.3 In addition to basic pay, fixed payments to reflect the Saturday, Sunday and unsocial hours / night work requirements will be made where applicable. The payments will be calculated using an average based on the 3 / 4 rota pattern (or 14 / 21 rota if adopted) and be averaged to provide 12 equal monthly salary payments and will be paid 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.

4.4 These two payments at 4.2 and 4.3 will make up the “normal” fixed payments each month.

## **5.0 Incremental progression**

5.1 Subject to paragraphs 4.2 and 4.3 increments will be paid on 1<sup>st</sup> April each year until the maximum of the pay range is reached.

5.2 Employees with less than six months service in the grade by the 1<sup>st</sup> April will receive their increment six months following appointment, promotion or regrading, except where their salary on the 1st of April following appointment, promotion or regrading would be less than one spinal column point in excess of the salary they would have received in their old grade.

5.3 An increment may be withheld following an adverse report on an employee (subject to that employee's right of appeal). Any increment withheld may be paid subsequently if the employee's service becomes satisfactory.

## 6.0 Working Hours

6.1 The Community Support Assistants will work a normal full time working week exclusive of breaks of 37 hours and one of the rota patterns below will be adopted.

### Pattern 1 - 3 / 4 Rota Pattern

| Week | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------|--------|---------|-----------|----------|--------|----------|--------|
| 1    | X      | X       | -         | -        | -      | X        | X      |
| 2    | -      | -       | X         | X        | X      | -        | -      |

### Pattern 2 - 3 / 4 Rota Pattern

| Week | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------|--------|---------|-----------|----------|--------|----------|--------|
| 1    | X      |         |           |          | X      | X        | X      |
| 2    |        | X       | X         | X        |        |          |        |

### Pattern 3 - 14 / 21 Rota Pattern

Worker 1:

| Week | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------|--------|---------|-----------|----------|--------|----------|--------|
| 1    |        | X       | X         | X        |        | X        | X      |
| 2    | X      | X       |           |          | X      | X        | X      |
| 3    | X      |         | X         | X        | X      |          |        |

Worker 2:

| Week | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------|--------|---------|-----------|----------|--------|----------|--------|
| 1    | X      |         | X         | X        | X      |          |        |
| 2    |        | X       | X         | X        |        | X        | X      |
| 3    | X      | X       |           |          | X      | X        | X      |

Worker 3:

| Week | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------|--------|---------|-----------|----------|--------|----------|--------|
| 1    | X      | X       |           |          | X      | X        | X      |
| 2    | X      |         | X         | X        | X      |          |        |
| 3    |        | X       | X         | X        |        | X        | X      |

- 6.2 With effect from the Implementation Date all Community Support Assistants will adopt one of the above patterns to ensure optimum working.
- 6.3 With effect from the Implementation Date Community Support Assistants with a substantive contract of employment of 16 hours or more per week (currently providing assistance to Long Term Generic or Long Term Mental Health customers) or 17.5 hours or more per week (in Reablement (SkILs) / Mental Health Reablement (SkILs) ) will adopt one of the above rota patterns and will be required to work the rota patterns in daily split shifts as described in section 7.0 below.
- 6.3.1 With effect from the Implementation Date, Community Support Assistants with a substantive contract of employment of 16 hours or more per week who currently work on a split shift rota providing assistance to customers in Woodview and Rossfield Extra Care Housing will be required to work the rota pattern 1 as described in paragraph 6.1 and remain on a split shift. Leeds City Council reserves the right to move Community Support Assistants who are contracted to work 16 hours or more per week and who provide assistance to customers in Woodview and Rossfield Extra Care Housing who do not currently work on a split shift rota pattern onto work pattern 1 with a split shift as described in paragraph 6.1 following a reasonable period of notice according to the needs of the service.
- 6.4 The default position is for the Community Support Assistants to adopt one of the 3 / 4 rota patterns set out in 6.1 above. However, the same 3 / 4 rota pattern must be adopted by all Community Support Assistants within the same supervisor's team with equal numbers of staff working on week 1 and week 2 so back to back working can be applied.
- 6.5 The 14/21 rota pattern can be adopted where there are three Community Support Assistants within the same supervisor's team who volunteer to work this pattern and their weekly hours match.
- 6.6 Without prejudice to his or her statutory rights, any request by any of the Community Support Assistants for either a permanent or temporary variation to his or her working hours and/or working pattern will be given full and fair consideration by the Council.

## **7.0 Split Duty**

- 7.1 With effect from the Implementation Date the Community Support Assistants who work the hours as described in paragraph 6.3 above will be required to work their daily hours in two separate shifts in accordance with the needs of the service and its customers.
- 7.1.1 Employees who are contracted to work 16 hours or more (providing assistance to Long Term Generic or Long Term Mental Health customers) / 17.5 hours or more (in Reablement (SkILs) / Mental Health Reablement (SkILs) ) on a 3 / 4 rota will be

required to work a split shift. Any employees working less than these hours will not be required to work a split shift arrangement and therefore, will not qualify for a Split Shift Payment.

7.1.2 Employees who work 16 hours or more on a split shift rota providing assistance to customers in Woodview and Rossfield Extra Care Housing will qualify for a split shift payment.

7.1.3 Employees working on a 14/21 rota who are contracted to work 18.5 hours or more (providing assistance to Long Term Generic or Long Term Mental Health customers) / 21.5 hours or more (in Reablement (SkILs) / Mental Health Reablement (SkILs) ) will be required to work a split shift. Any employees working less than these hours will not be required to work a split shift arrangement and therefore, will not qualify for a Split Shift Payment

7.2 The Community Support Assistants who work in accordance with clause 7.1 above shall be entitled to an additional payment (the "Split Shift Payment") of £0.15 (fifteen pence) (gross) per hour.

7.3 The Split Shift Payment shall be paid in respect of all hours worked on any day (in their role as a Community Support Assistant) on which a Community Support Assistant attends work (under the same employment contract) on two or more occasions separated by a continuous break of not less than one hour, excluding lunch and /or rest breaks.

7.4 The Split Shift Payment shall apply to full-time and part-time employees (up to 37 hours per week) in accordance with the arrangements set out in paragraph 7.1 above, but shall not apply to additional hours worked voluntarily in excess of 37 hours.

7.5 The Split Shift Payment will not be paid for any hours of work for which a Community Support Assistant is in receipt of enhanced rates for :-

a) Unsocial Hours

Or

b) Night Work

The Split Shift payment, as detailed in 7.3 will be paid for any hours of work for which a Community Support Assistant is in receipt of an enhanced rate for hours worked on a weekend and/or Bank Holiday as part of their normal working week.

## **8.0 Travel Arrangements**

8.1 Community Support Assistants will be designated as attracting an "Essential Car User Allowance" (in line with the eligibility defined under the heading Travelling & Subsistence in paragraph 63 of Section 6 of the Local Conditions of Service) A

locality base in respect of each Community Support Assistant will be identified which will be used for their travel claims.

8.2 Community Support Assistants who travel by bus from their notional base to and between service users and back to their notional base will be able to make monthly travel claims up to the value of a Bus Only Metro Card.

8.3 Community Support Assistants will be advised to purchase a Bus Only Metro Card through the Council which will be paid for by monthly salary deductions. The Metro Card can also be used for personal use.

## 9.0 Annual Leave

9.1 The following formula for calculating annual leave for part time employees will be used:

$$\frac{\text{Annual leave entitlement in days for full time employee}}{37} \times \text{contracted hours} = \text{Entitlement in days}$$

$$\text{Entitlement in days} \times 7.4 \text{ hours (standard day)} = \text{Entitlement in hours}$$

$$\frac{\text{Entitlement in hours}}{\text{Their Normal Shift Hours}} = \text{Entitlement in their Days}$$

## 10.0 Commitments

10.1 The Parties agree to actively participate in consultations concerning the development of an efficient and effective public sector specialist community support service.

10.2 In order to achieve this the Parties will work together to develop the specialist community support services including reviewing the role and responsibilities of employees affected together with ways and methods of working.

10.3 There is a commitment by the Parties to ensure that the transformation of the Community Support Service to one of specialist community support, as a whole, is fair and equitable. It will be subject to continual review through Joint arrangements.

10.4 In the first three months of this Agreement the Parties will agree key targets and milestones for full transformation to Specialist Community Support Service.

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

[Enter name and position]

For and on behalf of the Council.

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

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

[Enter name and position]  
For and on behalf of GMB.

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

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

[Enter name and position]  
For and on behalf of Unison.

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

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

[Enter name and position]  
For and on behalf of Unite

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