

Members' Library Service Request Form

Date of Document	05/02/13
Originator	Executive Director (Services For People)
Originator's Ref (if any)	
Document Title	Domiciliary Care Changes in Working Agreement

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East Lothian Council

Additional information:

New Working Agreement attached

Authorised By	Murray Leys
Designation	Head of Adult Wellbeing
Date	11/03/13

For Office Use Only:	
Library Reference	58/13
Date Received	14/03/13
Bulletin	Mar13

REPORT TO: Members' Library Service

MEETING DATE:

BY: Executive Director (Services for People)

SUBJECT: Domiciliary Care Changes in Working Agreement

1 PURPOSE

- 1.1. To inform members of the change in terms and conditions for domiciliary and home help staff and to inform elected members of the successful ballot of the workforce

2 RECOMMENDATIONS

- 2.1. That Council notes the changes to the terms and conditions for Care Support and home help employees and the implementation date of the new working arrangements from 1 April 2013.
- 2.2. That Council note the actions identified to write off the accumulated banked hours generated under the previous working agreement

3. BACKGROUND

- 3.1. A period of negotiation with trade union and staff representatives has resulted in agreement being reached on changes to terms and conditions. These are required to allow greater flexible working and to address the issue of banking unworked hours within the service which has resulted in increased costs to the council and detriment to staff.
- 3.2. The key elements of the new terms and conditions are contained in the working agreement (Appendix 1) and include the following principles:
 - East Lothian Council and UNISON wish to secure the future employment of the Homecare Service and retain the provision in-house.
 - The arrangements will ensure maximum value for the public pound and to ensure maximum flexibility in the contract of employment.

- The service will be a flexible and responsive service available to meet service user needs.
 - The overriding principle is that though employees will be given a guaranteed working week, refusal to work contracted hours means the employee will only be paid for hours worked in any week.
 - In order to ensure that guaranteed hours are used in any week employees will be required to work across Adult Wellbeing service area.
- 3.3. The working arrangements agreement maintained the current guaranteed hours of employees in the service. Management will have the opportunity to review contracts on a rolling 12 weekly pattern and adjust the contractual hours either up or down based on the work pattern. This will develop a flexible and viable contract that will improve the recruitment and retention of staff now and in the future so we are best placed to meet the changing needs of clients across East Lothian.
- 3.4. This arrangement will provide the opportunity for Care Support Workers to work more hours than they currently have available to them under existing arrangements. Staff who are working consistently over 20 hours now should be able to access this level of work due to the demand predicted within the service. In the future the staff will have the opportunity if they wish to sustain their commitment of hours where possible dependent on the actual long term service need.
- 3.5. It is expected that staff will cover at times outside their normal rotated working arrangements and undertaking split shifts in order to ensure that all available hours of work are delivered .This action together with the rolling contract review is expected to remove unworked hours from the service. Refusal to undertake hours offered within the guarantee will result in the employee being paid only for the hours worked.
- 3.6. New employees to the service who commence after the implementation date (i.e. 31st March 2013), will be employed on contracts with a guarantee which reflects the need in the service.
- 3.7. The practice of banking unworked hours will cease following the transition to new working arrangements.
- 3.8. This cost will be borne within the Adult Well being savings accrued through efficiencies achieved in year 2012 -13.

4. POLICY IMPLICATIONS

- 4.1. None

5. EQUALITIES IMPACT ASSESSMENT

- 5.1. This report is not applicable to the well being of equalities groups and an Equalities Impact Assessment is not required.

6. RESOURCE IMPLICATIONS

- 6.1. Financial -
- 6.2. Personnel - The Trades Unions have been party to the agreement have been consulted regularly throughout the implementation process.
- 6.3. Other -

7. BACKGROUND PAPERS

- 7.1. Copy of the new working agreement

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DATE	5 February 2013



**East Lothian
Council**

HOMECARE SERVICE

**DEPARTMENT OF SERVICES
TO PEOPLE**

ADULT WELLBEING DIVISION

NEW WORKING AGREEMENT

1 Introduction

- 1.1 The new working arrangement, a collective agreement with the Trades Union replaces the existing Guaranteed Working Hours Scheme which was implemented in 1999.
- 1.2 The new working arrangement will take effect from 1 April 2013.
- 1.3 The new arrangement applies to all permanent and temporary employees employed within the Homecare Service i.e. Care Support Workers and Home Helps.
- 1.4 All new recruits to the service will have this agreement incorporated into their contractual terms and conditions of employment.

2 Principles

- 2.1 East Lothian Council and UNISON wish to secure the future employment of the Homecare Service and retain the provision in-house.
- 2.2 To ensure maximum value for the public pound and to ensure maximum flexibility in the contract of employment.
- 2.3 The service will be a flexible and responsive service available to meet service user needs.
- 2.4 The overriding principle is that though employees will be given a guaranteed working week, refusal to work contracted hours means the employee will only be paid for hours worked in any week.
- 2.5 In order to ensure that guaranteed hours are used in any week employees will be required to work across Adult Wellbeing service area.
- 2.6 There is a responsibility on the employee to check with the office on rota days when hours have not been allocated. Failure to do so and where no hours worked/allocated may result in the employees pay being restricted to hours worked in that week.

3 The Guarantee

- 3.1 Employees in permanent posts at implementation of this agreement will retain their current guaranteed hours, which will be reviewed over the first 6 weeks from implementation, and may be adjusted either up or down immediately following the review.

- 3.2 Following implementation, management will have the opportunity to review contracts on a rolling 12 weekly pattern and adjust the contractual hours either up or down based on the work pattern. The change will take effect from the end of the 12 weekly review period.
- 3.3 New employees to the service will be employed on contracts with a guarantee which reflects the need in the service.
- 3.4 Employees will be offered work up to a minimum of their contractual guarantee. Employees who refuse to take work offered within the guarantee will only be paid for hours worked in that week, i.e. if an employee has already worked 18 hours of their 20 hour contractual guarantee and their service user allocation is unavailable the Council will offer the additional 2 hours in a reasonable alternative work location on the contracted working day. If the employee refuses this offer they will only be paid for 18 hours in that week.
- 3.5 There is an obligation on the employee to ensure they make contact with the office to check any changes in their shifts when on leave or days off and be available during normal service hours to undertake work offered. Employees are supplied with mobile phones and they should ensure that they respond to contact. The nature of the service is that client allocation may change at short notice. Employees found to be deliberately ignoring contact may have their pay restricted to the hours worked in the week.
- 3.6 When service user allocation isn't available, in order to ensure that the employee's contractual hours are used in the week, the employee will be required to undertake commensurate duties in another Adult Wellbeing service area. If the Council is unable to utilise these hours the employee will be paid for the contractual guarantee, subject to 3.4 above.
- 3.7 If employees refuse to work their guarantee on any 3 or more occasions without good reason they will be given contractual notice and their guarantee will be reduced to the appropriate level i.e. average worked over previous 12 weeks.
- 3.8 The employees guaranteed hours will include attendance at team meeting, mandatory training requirements, supervision, travel time, etc.,.
- 3.9 Additional hours worked will be paid monthly in arrears.
- 3.10 Employees will have the ability to increase their hours subject to an increase in service availability. This may be done on a temporary or permanent basis and is subject to 3.4 and 3.6 above.

- 3.11 Any employee who wishes to reduce their contractual hours can submit a written request to the Homecare Service Manager for consideration dependent on service needs.

4. Service Hours

- 4.1 The service will operate over 365 days per year, from 7.00 am until 10.00 pm. The Home Help service operates Monday to Friday 8.00 am to 5.00 pm.
- 4.2 Where possible employees will be allocated to either a morning or evening working arrangement. However in order to use the guarantee employees will be required to be flexible and respond to where and at what time the service need is. This may include i.e. cover at times outside their normal rotaed working arrangements and undertaking split shifts.
- 4.3 New employees to the service will be allocated a predominant working arrangement but will be required to be flexible and respond to where and at what time the service need is. Failure to accept work offered will be treated in accordance with the arrangements detailed in this agreement.

5. Area

- 5.1 To ensure maximum efficiency in the service employees will work predominantly in a designated area (i.e. East 1, West 1, West 2 or whichever designation of areas is in place at the time) but will be required to work flexibly and cover anywhere in East Lothian to ensure effective use of the guaranteed hours.

6. Travel Between Clients

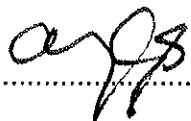
- 6.1 Employees are responsible for their travel costs and time from home to their first client of the day and from their last client of the day.
- 6.2 In order to ensure maximum client time and efficiency of the service work will be allocated in the normal work area where possible. However on occasion employees will be required to travel outwith their normal area of work to respond to service requirements or to use guaranteed hours. Travel between clients on this basis will be reimbursed at the Councils travel rate which is in place at that time and treated as a business journey.
- 6.3 On occasion employees will be required to cover outwith their normal area. In these situations where it is the first client of the day or on the

way home from the last client of the day, employees will be eligible to claim their excess travel i.e. the excess between home and normal workplace to home and new workplace at public transport rate. This would be on the basis of the employee having to cover in a different area i.e. East 1 normal work base, covering clients in West 1.

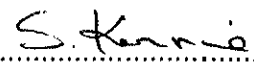
- 6.4 Employees who are required to work a split shift are responsible for their travel costs and time from their last client on the split shift to their first client on the split shift as these are viewed as home to work journeys.

7. Review of Arrangement

- 7.1 The agreement will be kept under constant review and any changes made in consultation with the Trades union
- 7.2 The Council reserves the right to changes the terms of this agreement following consultation with the recognised trades unions.

Signed: 

Murray Leys
Head of Adult Wellbeing

Signed: 

Sandra Kennie
UNISON Branch Secretary

Date: 14/12/12

Date: 14.12.12

