

## Members' Library Service Request Form

Date of Document	27/10/14
Originator	Gillian Neil
Originator's Ref (if any)	
Document Title	ELC Home Care Service – Implementation of Revised Working Agreement and New Rota Pattern 13th October 2014

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East Lothian Council
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Additional information:

Authorised By	Murray leys
Designation	Head of Service - Adult Wellbeing
Date	17/11/14

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Bulletin	Nov14

**REPORT TO:** Members' Library Service

**MEETING DATE:**

**BY:** Head of Adult Social Care

**SUBJECT:** ELC Home Care Service – Implementation of Revised Working Agreement and New Rota Pattern 13<sup>th</sup> October 2014

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## **1 PURPOSE**

- 1.1 To advise members that a Revised Working Agreement and New Rota Pattern were implemented within the Home Care Service on 13 October 2014.

## **2 RECOMMENDATIONS**

- 2.1 Members should note the changes made to the rota pattern and working agreement to improve the delivery of an effective and efficient workforce and Home Care Service.

## **3 BACKGROUND**

- 3.1 The Home Care Service provides support for people in East Lothian to live at home. The service is registered with the Care Inspectorate.
- 3.2 In April 2013 a 5/7 rota and new working agreement were implemented. Following a review of the Home Care Service, Care Inspectorate visits and consultations with staff and service users over the last 12 months, it became apparent that these changes were impacting on efficient and effective service delivery.
- 3.3 Following a period of consultation with Management, Unison, HR and staff representatives, it was agreed that a 5/4 rota pattern would be implemented in October 2014. This rota will improve work patterns for staff and once fully embedded, will improve continuity of carers for service users.

- 3.4 In line with the 5/4 rota pattern, the working agreement was revised (See attached) and was balloted to trade union members at the beginning of October 2014.
- 3.5 The revised working agreement was agreed by a majority and this allowed the new 5/4 rota to progress and commence on 13/10/2014.
- 3.6 Implementation of the new rota pattern on 13/10/14 will be monitored on a regular basis by Management and will be reviewed by the Care Inspectorate at further visits later in the year.

**4 POLICY IMPLICATIONS**

- 4.1 None arising from this report

**5 EQUALITIES IMPACT ASSESSMENT**

- 5.1 Not required

**6 RESOURCE IMPLICATIONS**

- 6.1 Financial – None arising from this report
- 6.2 Personnel - revised working agreement signed off by HR
- 6.3 Other - None

**7 BACKGROUND PAPERS**

- 7.1 Revised Working Agreement effective from 13/10/14

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<b>DESIGNATION</b>	Area Manger
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<b>DATE</b>	27/10/2014



**East Lothian**  
Council

# **HOMECARE SERVICE**

## **DEPARTMENT OF SERVICES TO PEOPLE**

### **ADULT WELLBEING DIVISION**

#### **WORKING AGREEMENT**

**Final Implemented 13/10/14**

## **1 Introduction**

- 1.1 The new working arrangement, a collective agreement with the Trades Union replaces the Guaranteed Working Hours Scheme which was implemented in 1999 and the current New Working Arrangement implemented on 1 April 2013.
- 1.2 The new working arrangement will take effect from 13 October 2014.
- 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.
- 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 may result in the employees pay being restricted to hours worked.
- 2.7 At the end of a 4 week cycle any over hours will be paid.
- 2.8 Any under hours will be rolled over and management will review these on a 4 weekly basis and ensure they are utilised within a reasonable timescale

### **3 The Guarantee**

- 3.1 New employees to the service will be employed on contracts with a guarantee which reflects the need in the service.
- 3.2 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.
- 3.3 The guarantee will be worked over a rolling 4 week cycle e.g. an employee contracted for 20 hours will work their 80 guaranteed hours over a 4 week period. Any rolled hours will be limited to a maximum of 50% of the guarantee e.g. if employees is guaranteed 20 hours maximum they will be required to work is an additional 10 hours.
- 3.4 Within the employee's rota days will be allocated as cover days, these are days when the employee must be available to undertake their duties, while on some occasion this may be planned i.e. annual leave cover on some occasion they may be called upon at shorter notice within their rotaed working week to cover sickness, etc.
- 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.
- 3.6 When service user allocation isn't available, in order to ensure that the employee's contractual hours are used, 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 their contractual guarantee, subject to 3.2 above.
- 3.7 The employees guaranteed hours will include attendance at team meeting, mandatory training requirements, supervision, travel time, etc.
- 3.8 Additional hours worked will be paid monthly in arrears.

### **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 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**

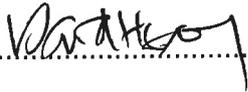
- 5.1 To ensure maximum efficiency in the service employees will work predominantly in a designated area (i.e. East, Central, West or whichever designation of areas is in place at the time) but will be required to work flexibly and cover anywhere in East Lothian to ensure effective use of the guaranteed 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 predominant work area where possible. However on occasion employees will be required to travel outwith their predominant 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 predominant 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 normal work base, covering clients in West.
- 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**

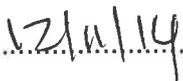
- 7.1 The agreement will be kept under constant review and any changes made in consultation with the Trades union
- 7.2 The Council reserves the right to changes the terms of this agreement following consultation with the recognised trades unions.

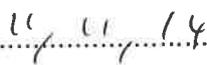
Signed: .....  .....

David Heaney  
Acting Head of Adult Wellbeing

Signed: .....  .....

John Nisbet  
UNISON Branch Secretary

Date: .....  .....

Date: .....  .....

