


Whitley Council for the Isle of Man Public Service (Manual Workers)

The Employers' and Employees' Sides of the Whitley Council for the Isle of Man Public Service (Manual Workers) are agreed that the Local Agreement for Flexible Working and Basic Pay between the Fleet Services Section of the Department of Infrastructure (the Employer) and the Employees' represented by Unite and the Employees' Side of Whitley Council, is ratified.

The operative date of the agreement is 1st November 2014

Signed on behalf of the
Employers' Side



Signed on behalf of the
Employees' Side



Date 27 Oct 2014

**Whitley Council for the Isle of Man Public Service
(Manual Workers)
Local Agreement**

Department / Local Authority and Division

Department of Infrastructure, Highway Services Division, Fleet Services Section.

Title

Flexible Working and Basic Pay Agreement.

Scope of the Local Agreement

This forms a Local Agreement for Flexible Working and Basic Pay between the Fleet Services Section of the Department of Infrastructure (the Employer) and the Employees represented by Unite and the Employees' Side of Whitley Council. Both parties will act reasonably to support these working practices and the spirit of this agreement. This agreement will not come into force until it has been signed by a representative of both the Employers' and Employees' Side of the Whitley Council.

Background / Rationale for Local Agreement

Under this agreement flexible working will be introduced as well as increasing the Engineering Craftsman basic pay to align with the rates paid to Public Transport Bus Fitters (currently £27,985 per annum). This agreement is based on the Draft Flexible Working Agreement (Version 4.4) which is currently being negotiated with the unions. The purpose of this agreement is to provide greater workshop cover through flexible six day working, reduce the current over dependence on overtime and harmonise the Department's Craftsman basic pay.

Duration of the Local Agreement

The agreement is due to commence on 1st November 2014.

1 Parties to this Agreement

- 1.1 This local agreement applies to all Whitley Council staff employed by the Fleet Services Section.
- 1.2 This agreement will come into force on the 1st November 2014.

2 Objectives

- 2.1 The Main objectives of this agreement are to:
 - 2.1.1 Reduce employment costs;
 - 2.1.2 Allow flexibility in the working hours and working days for the employee and the employer;
 - 2.1.3 Protect basic pay.

3 Working Arrangements

- 3.1 Employees can request a change to their Working Day.
- 3.2 Employees will be given Reasonable Notice of a change to their Working Day following consultation.
- 3.3 An Employee's Working Day will be within Working Hours.

- 3.4 Working Hours will be paid at basic time.
- 3.5 Additional Hours worked can be taken as Flexible Time or paid.
- 3.6 Overtime undertaken outside Working Hours will be paid at Basic Pay x 1.5.
- 3.7 If the employee requests to work outside of the Working Hours then it will be paid at Basic Time
- 3.8 Working hours will be annualised. (See Appendix A)
- 3.9 Employees currently working a 40 hour week under the Shorter Working Week agreements will continue to work an average of 40 hour per week and accrue 3 hours of Flexible Time, which can be paid or taken as time-off-in-lieu. [Only relevant to employees currently working a normal 40 hour week]
- 3.10 Dirt Money, Milk Money and Welders Allowance will no longer be paid and are assumed to have been amalgamated into the new basic pay rate.

4 Breaks

- 4.1 Meal and tea breaks are to be taken at reasonable times to suit the operational needs. Meal breaks remain unpaid.
- 4.2 For the avoidance of doubt the Whitley Memorandum of Understanding, Article 11, Clause c) will not be paid.

5 Flexible Time

- 5.1 No more than 40 hours of Flexible Time can be carried over each month. Any time above this will be automatically paid to the employee.

6 Place of Work

- 6.1 All employees place of work will become the Isle of Man.
- 6.2 The Working Day will start and finish on site. (i.e. an employee will not return to a depot or travel home prior to the end of the Working Day)
- 6.3 Travelling time and private mileage to travel to Site will not be paid.

7 Callouts

- 7.1 A minimum of 2 hours will be paid in respect of any single callout at Basic Pay x 1.5.
- 7.2 A callout ends when the employee's Working Day starts. (A minimum of an additional two hours will be paid for the callout)
- 7.3 All hours worked during a callout will be paid at Basic Pay x 1.5.

8 Definitions

- 8.1 **Working Day** is an employee's normal hours of work on a given day.
- 8.2 **Basic Pay** is the normal hourly rate of the employee without any enhancements but including supervisory percentages.
- 8.3 **Working Hours** fall between 5:00 am- 10:30 pm Monday- Saturday. (See Appendix A)

LOCAL AGREEMENT

- 8.4 **Flexible Time** is Additional Hours worked by the employee during Working Hours. The employee can elect to be paid for this time or take it off as time off-in-lieu.
- 8.5 **Additional Hours** are hours worked in addition to the employees Working Day and within the Working Hours.
- 8.6 **Site** is the place of work identified by line management and supervision. It will change on a job-by-job basis for some employees.
- 8.7 **Reasonable Notice** for long term and permanent changes 3 months' notice will be given. Short term changes may have less notice depending on operational need and the impact.
- 8.8 **Overtime** is hours worked outside the Working Hours and hours worked on callouts.

Appendix A- Anticipated working hours at the start of this agreement:

No.	Employee Group & Current Location	Description of working arrangements at the start of this agreement
11 + 2 Vacancies	Fleet Engineering Craftsman (Fitters) Ellerslie	Rota system to cover 8am to 7pm Monday to Friday, 8am to 5pm Saturday. 4.30 pm to 7pm Monday to Friday minimum of 2 Engineering Craftsman (Fitters). 8am to 5pm Saturday minimum of 3 Engineering Craftsman (Fitters) + 1 Working Chargehand.
3	Engineering Craftsman (Apprentice Fitters) Ellerslie	Rota system to cover 8am to 7pm Monday to Friday, 8am to 5pm Saturday.
2	Engineering Craftsman (Fitters) Fire HQ	8am to 4.30pm.
1	Engineering Craftsman (Fitters) Police HQ	8am to 4.30pm.
1	Engineering Craftsman (Apprentice Fitter) Police HQ	8am to 4.30pm.
1	Engineering Craftsman (Painter) Ellerslie	8am to 4.30pm.
1	Engineering Craftsman (Tyre Fitter) Ellerslie	8am to 4.30pm.
3	Engineering Craftsman (Blacksmiths) Ellerslie	Rota system to cover 8am to 7pm Monday to Friday. 4.30pm to 7pm Monday to Friday 1 to cover workshop.
2	Maintenance Manager & Senior Supervisor Ellerslie	Rota system to cover 8am to 7pm Monday to Friday. 4.30pm to 7pm Monday to Friday 1 to cover workshop.
1	Site Operative (Labourer) Ellerslie	8am to 4.30pm.

Signature on behalf of Unite the Union

Signature on behalf of Department

Date:

Date:

23/10/14

23/10/14.

**Whitley Council for the Isle of Man Public Service (Manual Workers)
Local Agreement - Flexible Working and Basic Pay Agreement**

This Local Agreement to introduce flexible working and increase the Engineering Craftsman basic pay, signed 27th October 2014 and effective 1st November 2014, provides for:

- the following allowances (see 3.10) to be amalgamated within basic pay: Dirt Money (Local Agreement 2001), Milk Money (Local Agreement 1983) and Welders Allowance (including Welding Qualification, MOA Article 36(b)), and
- existing supervisory percentages (MOA Appendix 2) to be included within the basic pay (see 8.2)
- First Aid Allowance and Stand-by Duty Allowance (MOA Article 16) to still be paid.

The revised annual rates of pay, including the 2014 pay award, are as follows but will be subject to increase in line with any future annual pay award agreed by Whitley Council for the Isle of Man:

Role	Revised Annual Pay Rate
Apprentice Engineering Craftsman	As current (MOA Appendix 12 ,Article 5)
Assistant Engineering Craftsman	£20,902.29
Engineering Craftsman	£28,467.81
Mobile Engineering Craftsman	£29,867.01
Chargehand (Satellite Workshops)	£29,867.01
Chargehand (Main Workshop)	£31,266.33
Senior Supervisor	£34,064.85
Workshop Manager	£35,464.05
Maintenance Superintendent	£39,102.09

Signature on behalf of the Department:

Dated:

14/11/2014

Signature on behalf of Unite the Union:

Dated:

9/12/2014