

ANNEX B

LOCAL AGREEMENT IN RESPECT OF MANUAL WORKERS EMPLOYED AT THE NATIONAL SPORTS CENTRE

SCOPE OF THE LOCAL AGREEMENT

This Local Agreement applies to all Manual Workers employed at the National Sports Centre (NSC) on a full-time or part-time basis.

This Local Agreement does not apply to students employed on a seasonal basis even though they may work full-time hours.

For the purposes of this Local Agreement the terms "National Sports Centre" and "NSC" include any operations undertaken by the NSC outside the NSC site.

The group of workers to whom this Local Agreement applies shall be known as the Whitley Leisure Group (NSC).

VARIATION TO TERMS AND CONDITIONS FOR FULL-TIME WORKERS

The following variations to the Memorandum of Agreement will apply in respect of the Whitley Leisure Group (NSC):-

Working Week

37 hours per week averaged over 4 weeks (i.e. 148 hours in any four week period).

By mutual agreement hours may be carried forward (as a debit or a credit) to the next period; or surplus hours may be added to annual leave.

Rates of Pay

All posts are to be graded under the Whitley Council Grading Scheme. Rates of pay are to be adjusted to take account of terms and conditions by a payment of an allowance of 15% of the basic rate for the Grade (excluding Interim Productivity Payments and Shift Allowances.)

There will be no enhancement to basic pay in respect of shift work, unsocial hours, Saturday or Sunday working provided that the basic criteria set out herein are complied with (or breached by mutual agreement with the employee).

Rostered Hours

All work will be on the basis of rosters meeting the following basic criteria:-

no more than 7 days work in any 8 day period

no more than 22 days work in any 4 week pay period

no more than 10 late shifts in any 4 week pay period
(N.B. late shifts end after 2000)

working day not to exceed 10 hours with at least 1 hour break (unpaid)

no more than 4 Saturday or Sunday shifts in any 4 week pay period

at least 1 free weekend (Saturday and Sunday) in each 4 week pay period
(N.B. this may not necessarily apply when annual leave is taken in a pay period)

no work before 0600 or after 2330.

The rules apply to rostered hours only and overtime could be outside the rules

All amendments to approved rosters and requirements for overtime will be subject to mutual agreement with the individuals concerned.

Split Shifts

In the event of staff being required under the roster to work split shifts (as defined in the Memorandum of Agreement) the arrangements set out in the Memorandum of Agreement will apply.

Any introduction of split shifts for an existing worker would be subject to consultation with the worker concerned.

Overtime

All overtime will be paid at time and a half. The basic rate for the calculation of overtime will be the rate for the equivalent Whitley Council Grade plus the uplift of 15% and a proportion of the Interim Productivity Payment as set out in Article 41 of the Memorandum of

Agreement, but excluding any shift allowance.

Annual Leave

As defined in the Memorandum of Agreement (except see Public Holidays).

Where annual leave is taken it counts as a reduction of 7.4 hours (37 + 5) per day taken to rostered hours.

Where a worker takes one week of leave (37 hours) he/she is guaranteed seven days clear of rostered duties.

It is the intention that, whilst all leave would be by mutual agreement. Management and employees would endeavour to ensure that each employee with a five week entitlement had:-

1 block of 2 weeks (pre-booked well in advance)

2 blocks of 1 week (pre-booked well in advance)

odd days

Priority in the allocation of leave will be given to the longer blocks

Public Holidays

The only Public Holidays on which the NSC will automatically be closed will be

25 December	Christmas Day
26 December	Boxing Day
1 January	New Years Day

There will, however, be an option for the Department to declare up to a further 5 days as holidays during the Christmas and New Year period, on which the NSC would close. The annual leave entitlement will automatically increase by 3 days and if the number of days declared is less than 5 then the annual leave entitlement will further increase by the difference.

The declaration of days on which the NSC is closed to the public will be undertaken not later than the end of February for the next financial year, following consultation with the staff.

If any worker is required to work on a public holiday (i.e. Christmas Day, Boxing Day, New Years Day or a declared holiday) he/she will be paid double time and get a day off in lieu.

All public holidays (including a declared holiday) will automatically fall on a day when a staff member is not rostered to work and, clearly, there will be no compensation (i.e. in any month containing a public holiday (including a declared holiday) the rostered number of hours would simply be reduced by 7.4 hours ($37 \div 5$) per holiday but the staff member would still be paid for the full 148 hours).

Training/Staff Meetings

Included within rostered hours (or overtime will be paid)

Secondary Employment Etc.

No secondary employment will be permitted without permission.

Whilst such permission would not be unreasonably withheld, management would need to be satisfied that the secondary employment would not interfere with the primary employment and that in the event of any clash the primary employment would take absolute priority. The operation would not be conducive to staff serving as members of the reserve forces, retained fire service, coastguard or lifeboat crew, or similar. Article 19 (h) of the Memorandum of Agreement would not apply.

Staff Uniform

All staff will be required to wear and maintain to an appropriate standard the staff uniform provided (suitable items will be provided for dry sports/pool/outdoor duties).

VARIATIONS TO TERMS AND CONDITIONS FOR PART-TIME WORKERS

Subject to the following variations Part-Time workers will be employed on the same terms and conditions as Full-Time workers.

Hours of work would be by mutual agreement.

Annual leave entitlement would be calculated on the basis of $1\frac{1}{2}$ days (11.1 hours) paid leave per complete 148 hours worked.

By mutual agreement part-time staff could receive pay in lieu of holiday entitlement at plain time rate.

MISCELLANEOUS

No Smoking Policy

Smoking within the building or grounds when on duty or in uniform will be prohibited. Non compliance therewith would be a disciplinary offence.

Alcohol Policy

Non compliance with the Alcohol Policy could constitute gross misconduct. This Policy provides that:-

- Consumption of alcoholic drinks within the building or grounds whilst on duty or in uniform will be prohibited.
- Working under the influence of alcohol (wherever consumed and at whatever level) will also be prohibited.

TRANSITIONAL ARRANGEMENTS

The following transitional arrangements will apply:-

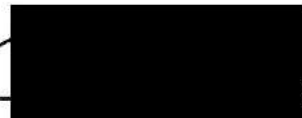
Staff who immediately prior to the coming into operation of this Local Agreement are employed by the Department at the Derby Castle Aquadrome and who have accepted appointment to a post at the NSC covered by this Local Agreement will transfer to Whitley Leisure Group (NSC) terms and conditions with immediate effect; notwithstanding that their employment may, in whole or part, continue to be at the Aquadrome.

Staff who prior to the coming into operation of this Local Agreement have been employed by the Department specifically in relation to Phase 2A of the National Sports Centre will be deemed to have been employed on the terms and conditions of the Whitley Leisure Group (NSC) from the date of their commencement of such employment; notwithstanding that this may predate the date of implementation of this Local Agreement.

Agreed this 1st day of September 1997



Director of Leisure
Department of Tourism & Leisure



Vice - Chairman,
for Employees' Side,
Whitley Council

