



**Isle of Man  
Government**

*Retiys Eilan Vannin*

Whitley Council for the Isle of Man

Public Service

(Manual Workers)

*Coonceil Whitley*

Employers' Side Secretary  
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**IN CONFIDENCE**

Mr S Dawson  
General Manager  
Villa Marina & Gaiety Complex  
Unit 12, Villa Marina Arcade  
DOUGLAS  
IM1 2HJ

Our ref: MT 3s  
Your ref:

12 November 2003



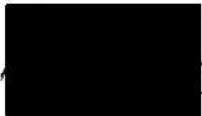
Dear Mr Dawson

**VILLA MARINA & GAIETY COMPLEX - LOCAL AGREEMENT**

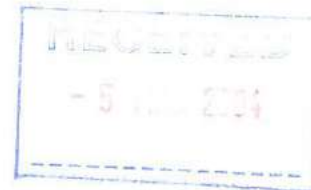
I write to confirm that at the Joint Sub-Committee meeting held on 10 November 2003 the Chairman and Vice Chairman of the Whitley Council, under delegated authority, ratified the local agreement between the Department and the TGWU in accordance with the Council's agreed procedures.

I enclose a copy of the agreement for your information.

Yours sincerely



for Secretary Employers' Side Whitley Council



# LOCAL AGREEMENT IN RESPECT OF MANUAL WORKERS EMPLOYED AT THE VILLA MARINA & GAIETY THEATRE COMPLEX

## SCOPE OF THE LOCAL AGREEMENT

Subject to the following exemptions, this Local Agreement applies to all Manual workers employed at the Villa Marina & Gaiety Theatre Complex (hereinafter referred to as "the Complex") on a full-time or part-time basis.

This local agreement comes into operation on Thursday 1<sup>st</sup> January 2004.

This Local Agreement apart from the sections headed "Alcohol Policy", "No Smoking Policy" and "Transitional Arrangements" does **not** apply to Maintenance Craftsmen and Maintenance Staff employed at the Complex who will be employed on the standard terms and conditions applicable to the Whitley Council for the Isle of Man Public Service (Manual Workers)

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 term "Villa Marina & Gaiety Theatre Complex" includes any operations undertaken by the Complex outside its boundaries. The group of workers to whom this Local Agreement applies shall be known as the Whitley Leisure Group (Villa Marina & Gaiety Theatre Complex):-

## 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 (Villa Marina & Gaiety Theatre Complex):-

### Working Week

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

By mutual agreement a maximum of up to 37 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.

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. any shift that finishes after 2100 is a late shift)

working day not to exceed 11 hours which includes at least 1 hour break (unpaid)

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

no work before 06.00 or after 23.30 unless by mutual agreement

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.

### 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.

### Overtime

All overtime will be paid at time and a half unless otherwise agreed. The basic rate for the calculation of overtime will be the rate for the equivalent Whitley Council Grade plus the uplift of 15%, where applicable, 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 leave (37 hours) he/she is guaranteed 7 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 has: -

1 block of 2 weeks (pre-booked well in advance) i.e. 74 hours

2 blocks of 1 week (pre-booked well in advance) i.e. 2 @ 37 hours

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

### **Public Holidays**

The only Public Holidays on which the Complex will normally be closed will be

25 December Christmas Day  
1 January New Years Day

Since the staff will receive 9 days less Public Holidays than a worker subject to normal Whitley Council terms and conditions the Annual Leave allowance will increase by 9 days.

If any worker is required to work on Christmas Day or New Years Day they will be paid at double time and receive a day off in lieu. If any worker is rostered to work on any other Public Holiday they will not receive any additional payment.

For certain special occasions (e.g. New Years Eve) an enhanced rate of pay may be agreed between the employee and the employer.

No member of staff will be rostered to work on Christmas Day or New Years Day and the rostered hours for the pay period including these days would be reduced by 14.8 hours (i.e. that pay period the worker would be rostered for 133.2 hours and paid for 148 hours)

### **Training/Staff Meetings**

Included within rostered hours (or overtime will be paid). There is no special rate of pay for training.

### **Secondary Employment Etc**

No secondary employment will be permitted without permission from the General Manager, Villa Marina & Gaiety Theatre Complex or a nominated Deputy.

Whilst such permission would not be reasonably 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.

Secondary employment within the Complex may be permitted with the permission of the General Manager, Villa Marina & Gaiety Theatre Complex or nominated deputy.

If agreed, these hours would be under the same terms and conditions as Casual Employees

### 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 outdoor duties).

## **VARIATION 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.

Working hours will be set by mutual agreement.

Annual leave will accrue in proportion to the full time equivalent entitlement, calculated as actual hours worked to date/total full time hours in a year (1932) x full time leave entitlement (based on 7.4 hours per day)

#### For Example

*An employee working 18.5 hours per week with an annual leave of 20 days would be entitled to receive 74 hours holiday pay for a full year worked.*

$$(966 \text{ hours} / 1932 \text{ hours} \times 148 \text{ hours} = 74 \text{ hours})$$

Annual leave can only be taken on the basis of hours already worked.

*(i.e. As the holiday year runs from the 1<sup>st</sup> April until 31st March, a part time employee with an annual leave of 20 days who has worked 18.5 hours per week for the first six months of the year would be entitled to at that time:-*

$$(483 \text{ hours} / 1932 \text{ hours} \times 148 \text{ hours} = 37 \text{ hours})$$

## **VARIATION TO TERMS AND CONDITIONS FOR CASUAL WORKERS**

For the purposes of this Agreement "Casual Worker" means a worker who is part of a pool of persons available to work but where there is no obligation for the employer to offer work or for the employee to accept the offer of work.

The Memorandum of Agreement will apply in respect of casual workers within the Whitley Leisure Group (Villa Marina & Gaiety Theatre Complex) to the extent set out below; and only to that extent:-

### Working Hours

All working hours will be by mutual agreement between the employee and the employer.

### Rates of Pay

All hours worked, regardless of time or day, will be paid at a flat hourly rate which is equivalent to the basic hourly rate of the equivalent Grade within the Whitley Council Leisure Group (Villa Marina & Gaiety Theatre Complex) as set out in the following table:-

Casual Workers	Equivalent Grade
Cleaners	Grade 1
Bar Sales Staff/Glass Collectors	Grade 3
Play Area Assistants	Grade 3
Cinema Attendants	Grade 3
Café Attendants	Grade 3
Shop Sales Staff	Grade 3
Receptionist/Box Office Attendant	Grade 3
Security	Grade 5 + 21%
Head of Security	Grade 5 + 36%

These rates of pay are all encompassing and no other allowances are applicable.

Where a rate of pay for an Equivalent Grade is increased the corresponding Casual Rate will be increased with effect from either

The pay week in which first day of the month following issue of the new pay rates falls; or

The date of implementation of the pay award for the Equivalent Grade

Whichever is the later.

### Enhanced Rates of Pay

For certain special occasions (e.g. New Years Eve) an enhanced rate of pay may be agreed between the employee and the employer.

### Junior Employees

In respect of persons under the age of 18 years, the reductions in hourly rates specified in the Memorandum of Agreement will apply.



## MISCELLANEOUS

### No Smoking Policy

No smoking will be permitted within the Complex. Non compliance may be considered a disciplinary offence.

### Alcohol Policy

This Policy provides that: -

- Consumption of alcohol within the building or grounds whilst on duty or in uniform is not allowed, unless agreed previously by a Senior Manager.
- Working under the influence of alcohol or drugs is also prohibited

Non compliance with the Alcohol Policy could constitute gross misconduct.

## 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 Summerland Leisure Complex and the Gaiety Theatre and who have accepted appointment to a post at the Villa Marina & Gaiety Theatre Complex covered by this Local Agreement will transfer to Whitley Leisure Group (Villa Marina & Gaiety Theatre Complex) terms and conditions with immediate effect; notwithstanding that their employment may, in whole or part, continue to be at the Summerland or the Gaiety Theatre.

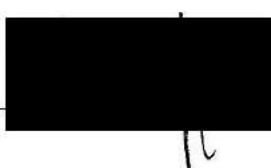
Staff who, prior to the coming into operation of this Local Agreement, have been employed by the Department specifically in relation to the Villa Marina & Gaiety Theatre Complex will immediately transfer to the terms and conditions of the Whitley Leisure Group (Villa Marina & Gaiety Theatre Complex).

Staff who prior to the coming into operation of this Local Agreement have been employed by the Department at the Summerland Leisure Complex and the Gaiety Theatre Complex will not be required to work split shifts except by mutual agreement.

Agreed this 28 day of October 2003.

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Director of Leisure  
Department of Tourism and Leisure

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Signed on behalf of the  
Transport & General  
Workers Union

WHITLEY COUNCIL FOR THE ISLE OF MAN PUBLIC SERVICE  
MANUAL WORKERS

1. The Employers' and Employees' Side of the Whitley Council previously agreed the creation of a Leisure Group under the auspices of the Council. In creating this group it was recognised by both management and staff that, although the principles contained in the Whitley Council Memorandum of Agreement are still appropriate, the terms and conditions of employment should reflect more closely the needs of the leisure industry.
2. The Leisure Group will now be extended to incorporate all permanent manual workers at the Villa Marina and Gaiety Complex employed by the Department of Tourism and Leisure. However, maintenance staff at the Villa Marina and Gaiety Complex will remain on standard Whitley terms and conditions as applicable to the Craft Group.
3. The articles of the Memorandum of Agreement will therefore still apply to employees within the Leisure Group except where it is specifically indicated to the contrary in which case the local arrangements agreed between management and staff of the Department will apply.
4. The local agreement concluded in respect of employees at the Villa Marina and Gaiety Complex is attached as Annex A to this Agreement as confirmation that it has been ratified by the Whitley Council.
5. The date of implementation of this agreement shall be 1 January 2004.

Signed on behalf of the  
Employers' Side

Signed on behalf of the  
Employees' Side

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[Redacted Signature]  
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[Redacted Signature]  
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Date.....10.11.03.....