

NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

LOCAL AGREEMENT

DIRECT LEISURE SERVICES CONDITIONS OF SERVICE

MARCH 2003

This agreement replaces the appropriate paragraphs detailed below in the nationally agreed terms and conditions of service for Local Government Services and replaces any previous local agreements.

1. OVERTIME WORKING

Replaces Part 3, Section 2.3(a)

Overtime working will be aggregated over a calendar month and paid at plain time. Officers in receipt of a basic or all inclusive salary in excess of spinal column point 28 will remain excluded from overtime payments as previously detailed in the National Conditions of Service.

2. WEEKEND WORKING

Replaces Part 3, Section 2.3(b)

Weekend working will be paid at plain time basic rate.

3. BANK AND CONCESSIONARY HOLIDAYS

Replaces Part 3, Section 2.3(d)

For work on a bank holiday or a concessionary holiday, employees will receive their choice of either:

- (a) Double time basic rate for all hours worked in full recompense.
- OR
- (b) Plain time basic rate for all hours worked plus an equivalent number of hours as time off in lieu.

A schedule of Bank and concessionary holiday working will be agreed with management.

4. SHIFT WORKING, NIGHT WORK, IRREGULAR HOURS, SPLIT DUTY AND UNSOCIAL HOURS

Replaces Part 3, Section 2.3(c)

All the above working practices will be paid at plain time basic rate in full recompense.

5. RETURN TO WORK

Included within Part 3, section 2.3(f)

Designated key holders who are called upon to return to work, in accordance with Manual Employees' conditions Section 5(A) paragraph 7(a) and Section 5(A) paragraph 7(b) will qualify for a minimum payment as for two hours at plain basic rate.

6. ANNUAL LEAVE YEAR

The holiday year runs from 1 April to 31 March

7. TRAINING

The Council will continue to encourage employees to seek further professional qualifications and pay approved expenditure in accordance with the agreed training policy. Time off work for attendance at such training courses will be negotiated.

8. WORK LOCATION

Wherever possible, employees will be expected to work at any contract location.

NOTE: It is not envisaged that staff will be frequently required to change work areas. Wherever possible, 24 hours notice will be given. Special dispensation may be given to individuals who would have severe transportation difficulties.

9. UNSOCIAL HOURS PAYMENT

An annual unsocial hour's payment of £250.00 (pro rata for part-time employees) will be paid to employees who meet one of the following criteria:

- (a) Staff who are contracted to work both Saturdays and Sundays every week.
- (b) Staff who are contracted to work changing shift times and days over a 7 day period, i.e. over a two, three, or four week rota the individual must work on each of the 7 days of the week, with varying start and finish times.
- (c) Staff who are contracted to work changeable shift times and days over a 7 day rota due to seasonal demands.

10. SURPLUS SHARE

The Council's Executive Board will, no less frequently than annually, determine what proportion of any surplus made, if any, is available for distribution to employees of the Direct Leisure Services.

The surplus will be distributed to all registered employees of the Direct Leisure Services employed under the terms of this Local Agreement on the day that any such surplus is declared by the Board in accordance with the following:

- (a) The operating period is the contract year.

- (b) Full time employees will be allocated an index of 100 (whether 37 hours or 36¼ hours).
- (c) Part time employees will be allocated an index pro rata to their full time equivalent. Casual employees will be allocated a pro rata based on the aggregated number of hours worked in the year divided by 52.
- (d) For every 4 complete hours lost through sickness or absence, after the loss of the equivalent of each individual's weekly contracted hours, one index point will be deducted. Employees subject to food handling regulations will lose one index point after the equivalent of 2 weeks' contracted hours. Deductions of index points due to sickness and absence will not reduce index points to less than 30% of the beginning year figure.
- (e) For every 10 hours additional overtime worked, (over and above contracted hours), one index point will be added. For every 10 hours worked at weekends - Saturdays or Sundays - one index point will be added.
- (f) The total index points of all qualifying employees will be divided into the total declared share of the surplus and distributed to employees in direct proportion to their index points.
- (g) A bonus of 10 index points will be allocated to anyone with a 100% attendance record throughout the full financial year.

11. ANNUALISED HOURS

- (a) Individual employees may be offered the opportunity to work under an annualised hour's scheme. Each may choose to retain their present number of contractual hours per week or to increase their hours by an agreed amount over the working year which will be paid at plain time.
- (b) The working year is from 1 April to 31 March
- (c) Monthly pay will be calculated on the basis of annual hours divided by 12.
- (d) New employees who are contracted to work regular hours through the year will work a simple proportion based on the remaining working days in the year. New employees who work irregular hours would be allocated a mutually agreed number of hours for the remainder of the working year.
- (e) Employees who leave the service of the Council will be paid for hours worked above the level for which payment had been made on the annualised hour's basis. Hours not worked prior to leaving will be deducted from the final pay calculation.
- (f) Working upon an annualised hour's contract will not preclude individuals from paid overtime working above their contracted annual hours.
- (g) Those working upon an annualised hour's contract may not work in excess of 25% above their agreed weekly hours or less than 25% less than their agreed weekly hours except for holiday and sickness leave.

- (h) Pay rises will take effect on the nationally agreed date in direct proportion to the contracted days remaining in the contract year.
- (i) Seven days' notice must be given when a rostered shift is not to be worked.
- (j) Bank and concessionary holidays have not been included as working days.
- (k) At the contract year end, a balance of plus or minus 1% of the agreed annual hours can be carried forward to the next contract year. Excess hours worked above this level will be paid at plain time. Any shortage of hours (outside this level) other than refusal to work additional shifts will be written off.
- (l) An individual's agreed annualised hours may be reviewed after lengthy periods of sickness, 3 refusals to work additional shifts at 72 hours' notice or by mutual agreement.
- (m) This annual scheme may be reviewed by the Head of Sport & Leisure in consultation with employees' representatives.