

**CHILDREN AND YOUNG PEOPLE'S SERVICE**

**Human Resources Team (Education)**

**REVISED  
LOCAL CONDITIONS OF SERVICE  
FOR  
PREMISES OFFICERS**

	<b>DATE</b>
<b>Agreed with Trade Unions and Professional Associations</b>	<b>22/11/2006</b>
<b>Signed by HR</b>	
<b>Adopted by the Governing Body of</b>  ..... <b>School/College</b>	

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## **SCOPE.**

The agreement covers all School/College based employees, whose role is defined within the Premises Officer Family in the Job Evaluation Guide including all those whose job descriptions have been/are associated with this Family during the Job Evaluation process, hereinafter called 'Premises Officer'.

The agreement covers the following areas,

1. Lettings
2. Additional Hours.
3. Overtime.
4. Contractual Overtime
5. Heating Care and Security
6. Emergency Call Outs
7. Health & Safety.

This agreement is recommend to all School and College Governing Bodies for adoption.

### **1. LETTINGS.**

#### **DEFINITION.**

**Lettings** – Any preplanned activity i.e. Educational, Community, Sports Based that is undertaken outside of normal School/College hours.

**1.1.** There are two methods by which reimbursement for undertaking a Letting can be made, which are

**1.1.1.** Based on the payment for additional hours worked.

**Or**

**1.1.2.** Based on the payment of a letting fee.

The method of payment to be used should be agreed at the commencement of employment) or prior to individual pieces of work being undertaken..

**1.2.** Good practice have established under normal circumstances the Premises Officer is notified at least one week in advance about activities that are being undertaken within the establishment or on the premises.

**1.3.** It is strongly recommended that agreement is reached between the Premises Officer and the Head Teacher/Principal before a letting is undertaken (preferably at the time of the letting being booked) as to the amount of additional time, if any, to be worked.

**1.4.** When a letting overruns the booked time the Premises Officer must inform the Head Teacher/Principal as soon as practicable. It will be the responsibility of the School/College to inform the Organizing Body of any additional cost. The Premises Officer will claim for the all the

additional hours she/he is required to work or the additional Letting fee (the payment of either additional hours or letting fee should be agreed in advance).

**1.5.** On no account must a Premises Officer accept 'payment in kind' or cash for additional hours worked from the Hirer.

**1.6.** Lettings may be deemed to be 'contractual' if they meet the criteria of the definition of Contractual Overtime (Paragraph 4).

**1.7. Payment for additional hours worked.**

**1.7.1.** Additional hours worked allied to a letting are to be paid at enhanced overtime rates in accordance with the LCC Agreement on Overtime (Appendix A), at the rate of Pay Point 13.

**1.7.2.** On occasions when more than one member of the Premises Support Team are required to undertake a Letting it would be appropriate for this method to be used.

**1.7.3.** The hours to be worked must be agreed in advance.

**1.8. Payment by Letting Fee.**

**1.8.1.** All rates will be subject to any pay award adjustment to Pay Point 13 on the Leicestershire County Council pay scales.

**1.8.2.** The fee payable is a flat rate fee, and is not enhanced in any way by the number or type of rooms in use during the period of the letting.

**1.8.3. Unattended** - The fee payable for a letting will be for opening, closing and up to **ONE** hours work allied to the letting. This one hour of work can only be done before or after the letting, not whilst the letting is in progress. The Premises Officer is not required to remain on the premises or be 'on-call' during the period of the letting.

**1.8.4. Attended** The fee payable for a letting will be for opening, closing and up to **ONE** hours work allied to the letting, also included is the requirement for the Premises Officer to be in attendance for the duration of the letting to ensure the safe keeping of the property and being available to the Hirers at all times or in case of an emergency.

The one hour of work, included in the letting fee, can only be done before or after the letting, not whilst the letting is in progress..

NB. If there is a requirement for Premises Officers to undertake their normal duties whilst in attendance at a Letting their normal rate of pay and overtime enhancements (subject to paragraphs 2 & 3 below) should be paid instead of the letting payments.

**1.8.5.** Additional hours worked over and above the one hour included in the letting fee will be paid at the appropriate overtime rate in accordance with the LCC Agreement on Overtime (Appendix A) and at the rate of Pay Point 13.

**1.8.6. Unattended Letting Fees.**

Monday to Friday	Up to 4 hours finishing before 10.00 p.m. Up to 2 hours finishing after 10.00 p.m.	£15.82 for 4 hour block £15.82 for 2 hour block	2 Units 2 Units
Saturday	Up to 4 hours between 6.00 a.m. and 10.00 p.m. Up to 2 hours after 10.00 p.m.	£23.73 for 4 hour block £15.82 for 2 hour block	3 Units 2 Units
Sunday	Up to 2 hours between 6.00 a.m. and 0.00 a.m. and 5.00 and 6.00 a.m. Monday	£15.82 for 2 hour block	2 Units
Sunday	Up to 2 hours between 0.00 a.m. and 5.00 a.m. Monday (includes night time enhancement)	£19.77 for 2 hour block	2.5 Units

**1.8.7. Attended Letting Fees.**

Monday to Friday	Up to 4 hours finishing before 10.00 p.m. Up to 2 hours finishing after 10.00 p.m.	£23.73 for 4 hour block £23.73 for 2 hour block	3 Units 3 Units
Saturday	Up to 4 hours between 6.00 a.m. and 10.00 p.m. Up to 2 hours after 10.00 p.m.	£35.60 for 4 hour block £23.73 for 2 hour block	4.5 Units 3 Units
Sunday	Up to 2 hours between 6.00 a.m. and 0.00 a.m. and 5.00 and 6.00 a.m. Monday	£23.73 for 2 hour block	3 Units
Sunday	Up to 2 hours between 0.00 a.m. and 5.00 a.m. Monday (includes night time enhancement)	£27.68 for 2 hour block	3.5 Units

**NB The rate used is based on multiples of Pay Point 13 (currently £7.91 per hour).**

**2. ADDITIONAL HOURS.**

**DEFINITION - hours worked following on at either the end of a shift or the beginning of a shift when at least 30 minute break is not taken before the beginning of the shift or after the end of a shift, that are in excess of the normal daily working hours.**

**2.1.** Additional hours are those worked either immediately before or after a normal shift.

**2.2.** The Premises Officers individual hourly rate will be paid for the hours worked unless attending an 'emergency call-out' or undertaking a letting..

2.3. Enhancements to the rate of pay will only be applied to those hours in excess of the normal weekly working hours (currently 37 hours). Any enhancement will be based on those which are contained within the LCC Agreement on Overtime (Appendix A).

2.4. Additional hours worked will be deemed to be 'contractual' if it meets the criteria of the definition of Contractual Overtime.

### 3. OVERTIME.

#### **DEFINITIONS - hours worked outside of normal working hours when there is at least 30 minutes break before the beginning of the shift or after the end of a shift.**

3.1. Overtime is normally worked outside of normal hours. In general this would mean that the Premises Officer has left their place of work at the end of their normal working shift, or had a break at the end of their normal working shift, before beginning the overtime.

3.2. The Premises Officers individual hourly rate will be paid for the hours worked unless attending an 'emergency call-out' or undertaking a letting.

3.3. Enhancements to the rate of pay will only be applied to those hours in excess of the normal weekly working hours (currently 37 hours). Any enhancement will be based on those which are contained within the LCC Agreement on Overtime (Appendix A),

3.4. Overtime may be deemed to be 'contractual' if it meets the criteria of the definition of Contractual Overtime.

### 4. CONTRACTUAL OVERTIME.

4.1. To include additional hours, overtime and lettings as defined above

4.2. Eligibility to receive contractual overtime is if it occurs as part of a programmed/rostered requirement on a regular basis (e.g.. weekly) for a minimum of one term.

4.3. The earnings from contractual overtime will be taken into account for the payment to be made when the Premises Officer is on sick leave or annual holiday only if the Premises Officer had been rostered to work the overtime during the period of sickness or annual leave. The payment for overtime would need to be claimed by the employee.

4.4. In circumstances where there is more than one Premises Officer in the Premises Support Team the senior member of the Team will ensure that the overtime is covered.

**4.5.** All overtime will be deemed to be contractual to the rostered member of the Team who undertakes the role of the responsible person. Others undertaking cover duties or required to provide assistance do not have a 'contractual' entitlement.

## **5. HEATING CARE AND SECURITY DUTIES.**

**5.1.** On appointment the Premises Officer will be advised of the amount of hours claimable, including frequency of visits and the duties to be undertaken. These duties will normally be worked at weekends, bank holidays and during school closure periods.

**5.2.** Hours worked in excess of those agreed will be claimed as overtime.

**5.3.** Payment for heating care and security duties' can only be claimed by Premises Officers attending solid fuel boilers.

**5.4.** Heating care and security duties are usually undertaken during the period 1<sup>st</sup> October to 30<sup>th</sup> April inclusive.

**5.5.** The required duties must be undertaken on each visit and the hours claimed must be worked.

**5.6.** The Premises Officers individual hourly rate will be paid for the hours worked.

**5.7.** Enhancements to the rate of pay will be applied to the hours worked and will be based on those which are contained within the LCC Agreement on Overtime (Appendix A).

**5.8.** Overtime may be deemed to be 'contractual' if it meets the criteria of the definition of Contractual Overtime.

**5.9.** Where there is a requirement of heating care and security duties to be undertaken outside of the heating season (1<sup>st</sup> October to 30<sup>th</sup> April) this will be identified on appointment.

## **6. EMERGENCY CALL OUTS.**

**6.1.** On appointment the Premises Officer will be advised as to whether they are to be a contact point for 'emergency call-outs'. Whilst this is deemed to be part of the role of the Premises Officer there is no requirement for the Premises Officer to be 'on-call' or contactable at all times as the 'emergency call-out' list should contain a minimum of four names.

**6.2.** In the event when a Premises Officer is called out a minimum payment of 2 hours at Pay Point 13 should be paid (currently £15.82p). The minimum payment for 2 hours will include travel to and from the School/College. In circumstances where the Premises Officer is unable to conclude the work related to the emergency call-out, including

traveling to and from the School/College overtime will be payable at the individual's rate of pay for the additional time worked only.

- 6.3.** Enhancements to the rate of pay will be applied to the hours worked and will be based on those which are contained within the LCC Agreement on Overtime (Appendix A),

## **7. HEALTH & SAFETY.**

- 7.1.** Whilst employers do have a duty of care to ensure that their employees work as far as reasonably practicable in a healthy and safe environment all employees have a duty to ensure that they undertake their duties in accordance with all policies, practices and procedures as defined within the various conditions of service that apply to them or the duties they undertake.

- 7.2.** As a Premises Officer is required to work at times when the premises is unoccupied, good practices have established that a policy on Lone Working should be established at each School/College following an assessment of risks and should take note of the following,

- 7.2.1.** When attending the premises for heating care and security duties a Premises Officer should take due care in ensuring their safety and must ensure that they do not undertake any activity that will endanger their physical well being.

- 7.2.2.** The role of the Premises Officer is not to confront intruders or trespassers, the Police should be called on every occasion, as the Premises Officer should take due care in ensuring their own safety and should avoid confrontation with members of the public.

- 7.2.3.** Ensure that an employee, required to attend 'emergency call-outs', undertake heating care and security duties, or who works alone or in isolated buildings, should include access to the use of a mobile telephone and/or reimbursed for work related usage.

- 7.2.4.** The emergency call-out list contains a minimum of four names. Additional arrangements should be made during holiday periods to ensure that cover is provided.

- 7.2.5.** When attending an 'emergency call-out' an employee should not enter the premises until it can be established that there is no danger of attack or accident.

- 7.2.6.** When attending an 'emergency call-out' an employee should ensure that a second person is aware that they are going to their workplace and make arrangements to report back to the second person within a specified time period i.e. 60 minutes. In circumstances where it is impracticable for the employee to identify a second person the employer should give consideration to an alternative arrangement i.e. the Alarm Company used by the School/College.

*NB. A similar arrangement should exist for Premises Officers who have to maintain the bunkers of solid fuel boilers both during and outside of working hours.*

**7.2.7.** When attending an 'emergency call-out' an employee should not be accompanied by family member(s) or friend(s). The only individuals who should be in attendance at a 'call out' are, another employee of the County Council working at the establishment or the Police or a Security Officer from the schools/colleges alarm company

**7.2.8.** When establishing the hours of work of a Premises Officers, account should be taken of the requirements of the Working Time Regulations.

Agreement was reached by the following parties on the 22<sup>nd</sup> November 2006 that this document be adopted as a Local Condition of Service within Leicestershire Schools and Colleges.

Harry Dowling HR Manager (Education) .....  
On behalf of the Children & Young People's Service, Leicestershire County Council

Keith Libetta, Regional Organisior .....  
On behalf of UNISON

Jed Perkis, Organiser .....  
On behalf of GMB - Midland & East Coast Region

Harish Patel, Organiser  
.....  
On behalf of T & G

## EXTRACT FROM LCC CONDITIONS OF SERVICE.

### SECTION C PARAGRAPHS 3 & 4

#### CONDITION OF SERVICE NOT SANCTIONED BY THE TRADE UNION SIDE

#### 3. Overtime Working

'Overtime' is defined as hours worked in excess of 37 per week.

From 1 May 2003 the rates set out below will be paid for all overtime worked by both existing and new employees (except employees contracted to work overtime – see below):

#### Grades 1-9

Day	Rate	
	On a day the employee is contracted / rostered to work #	On a day the employee is not contracted / rostered to work or the employee is called out +
Monday-Friday	Day: plain time Night : Time + 25% of pay point 10	Day: Time + 1/4 Night* Time + 1/2
Saturday	Day: plain time Night : Time + 25% of pay point 10	Time + 1/2 (all times)
Sunday	Day: plain time Night : Time + 25% of pay point 10	Time + 1/2 (all times)
Public Holidays	Double time	Double time

#The rates for overtime worked on a day the employee is already contracted / rostered to work are the rates payable for working on that day or at that time as part of the normal working week.

+Call out - If there is a break of at least half an hour between the end of the employee's contracted/rostered hours and the time the manager requires the overtime hours to begin (or between the time the manager requires the overtime to end and the beginning of the employee's contracted/rostered hours).

**\*Night** - If the overtime worked is for a shift that includes the period midnight to 5 am, then the whole shift may be claimed at time + 1/2. If the overtime does not include this whole period hours then the night rate will only be paid for hours claimed between midnight and 5am. The balance will be paid at the appropriate day rate.

#### **4. Overtime Payments For Senior Employees**

##### **Grades 10-14**

Where overtime has been authorised by the line manager, time off in lieu (TOIL) at plain time will be granted. If TOIL cannot be taken for operational reasons, payment at plain time may be made.

##### **Grades 15-20**

There will be no entitlement to payment or TOIL in respect of hours worked in excess of 37 per week