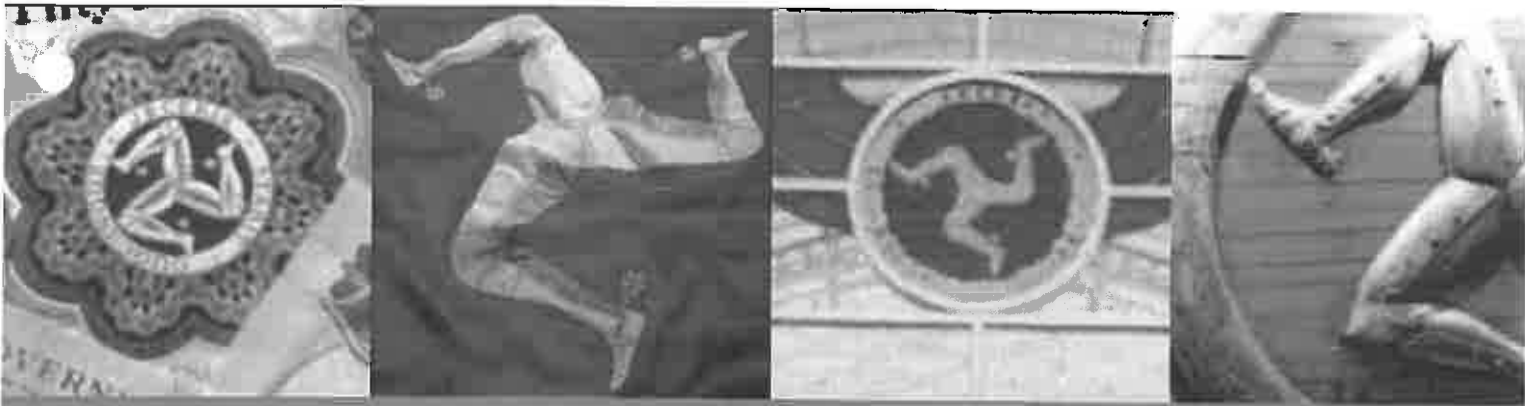




**Isle of Man
Government**

Reiltys Ellan Vannin



Public Services Commission

**New Starters and Promotions
Agreement**

1st April, 2016

Introduction

The Terms and Conditions of Service set out in this Agreement apply to all new employees contracted on Public Services Commission Terms and Conditions of service by the Public Services Commission after the effective date of the Agreement or in employment groups which are directly analogous to Civil Service or Manual and Craft Workers pay scales, but are not Public Services Commission employees. Existing Employees are protected under the provisions outlined in Annex 3

Specific provisions of this agreement also apply to employees of the Public Services Commission who, prior to the effective date of the Agreement, were appointed or employed (either directly or by-analogy) in accordance the Civil Service Regulations or the Whitley Council Memorandum of Agreement and after the effective date of the Agreement are promoted or regraded.

For further information on the precise scope of this Agreement, please refer to Scope on Page 6.

For Terms and Conditions of Service not covered in this Agreement please refer, as appropriate, to either:

- The Public Services Commission Civil Service Regulations 2015, or
- The Public Services Commission Manual and Craft Workers Memorandum of Agreement 2015

If you require clarification regarding these terms and conditions of service, or their application, please contact the Office of Human Resources.

Effective Date of the Agreement

This Agreement has been made by the Public Services Commission, Unite the Union and Prospect, in accordance with the provisions of the Public Services Commission Joint Negotiating Committee Constitution 2015, and takes effect from 1 April 2016.

Review

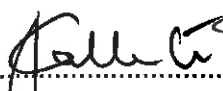
This Agreement will be formally reviewed by the Public Services Commission Joint Negotiating Committee within 12 months of commencement, but may also be subject to modification in advance of any formal review, by agreement of the JNC, should any issues arise which require amendments to be made.

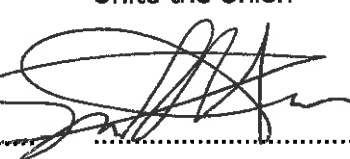
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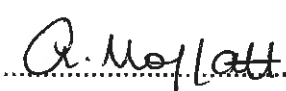
Public Services
Commission

Unite the Union

Prospect


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Date: 23/3/16


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Date: 31/3/16


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Date: 24/3/16

Glossary of Terms

New Employee: employees contracted on, or by-analogy to, Public Services Commission terms and conditions of service by the Public Services Commission on or after the effective date of the Agreement, in a job role where the terms of this Agreement applied at the time of recruitment.

Existing Employee: employees who, prior to the effective date of the Agreement, were appointed or employed or under the offer of employment (either directly or by-analogy) in accordance the Civil Service Regulations or the Whitley Council Memorandum of Agreement

Department: the Department, Board, Office, or other public sector organisation to which employees are deployed.

Public Services Commission (PSC): The employing authority of civil servants and manual and craft workers employed in accordance with the Public Services Commission Act 2015.

Local Government: Local Authorities (including joint committees) within the meaning of the Local Government Act.

Government Employee: employees who are employed in accordance with all public sector Terms and Conditions excluding Civil Service and Whitley Council.

Casual Worker: a worker who is employed on an "as and when required" basis, where there is no mutuality of obligation. Includes workers engaged on bank, relief and zero hours contracts.

Seasonal Worker: a worker who is employed to carry out work which is only carried out during certain seasons of the year e.g. TT-related support staff or conductors on IOM Railways

Joint Negotiating Committee (JNC): PSC negotiating forum for pay, terms and conditions.

Conditioned Hours: The number of hours that employees are required to work per week are called 'conditioned hours.' These hours may vary depending on the terms of appointment i.e. whether employees are employed on a full or part time basis.

Conditioned Overtime

This is guaranteed overtime which the employer is contractually obliged to offer to the employee and which the employee is contractually obliged to perform.

Overtime

Overtime working is paid work carried out, at the request of the employer, by the employee in excess of conditioned hours.

Former pay scales: Refers to pay scales in operation immediately before the effective date of this Agreement, for existing employees and includes all allowances and local agreements in place at that time.

Time Off in Lieu

As an alternative to payment for overtime, employees may be granted time-off in lieu equal to the overtime hours worked. Time off in lieu may be taken, hour for hour, subject to management approval.

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1. Scope

1.1. Existing Employees

Where existing employees are promoted, new pay rates under this Agreement will be applied, but, unless otherwise stated, no other changes of terms and conditions will apply.

Existing employees who are promoted on or after the effective date of the Agreement (in a job role where the terms of this Agreement applied at the time of recruitment) will be assimilated onto the pay scales contained within this Agreement. However, existing provisions relating to sickness, annual leave allowances and overtime remain unchanged for these employees, unless otherwise agreed by the Public Services Commission JNC. Existing pay, terms and conditions will be permanently protected for existing employees that stay on the same grade, unless in future through negotiations with unions, any further changes are agreed.

Where posts are advertised prior to the effective date of the Agreement, as Civil Service Commission and Whitley Council posts with the former scales, and where appointment commences after 1st April 2016, the former scales and other pay arrangements will apply.

1.2. Individuals who become employees of the Public Services Commission as a result of a Transfer of Undertakings, a Redeployment Procedure or being on analogous terms

In these circumstances, the individuals will be treated as existing PSC employees and retain their terms and conditions enjoyed prior to becoming PSC employees.

1.2.1. A Transfer of Undertakings

Government employees who transfer in to the PSC as part of a transfer of undertakings after the new arrangements commence, will transfer to the new scales (with no detriment to pay), and where their existing terms and conditions are the same or similar, or where local agreements would apply, to either Civil Service or manual and craft workers employed in accordance with the PSC Act*, then these provisions would be protected in accordance with normal processes for such transfer. As a rule the PSC will be sensitive to individual cases and would ensure wherever possible that whatever protection arrangements apply, are achieved by agreement. Employees transferred into the PSC as part of a transfer of undertakings will retain continuity of employment for employment law purposes, in accordance with Schedule 5 of the Employment Act 2006.

*Section 8 of the Public Services Commission Act 2015 states:

Protection of rights of public sector employees who become employees of the Commission

- (1) A public sector employee who becomes an employee of the Commission by virtue of an order made under section 7 is employed on the same terms and conditions that applied immediately before he or she becomes an employee of the Commission.*
- (2) Subsection (1) is subject to section 4(10)(b).*
- (3) Nothing in subsection (1) prevents the Commission from implementing any change to the terms and conditions of employment of any of its employees*

following any collective bargaining or other arrangements applicable to the employee.

1.2.2. A Redeployment Procedure

As a consequence of a restructure which results in an employee moving from an Isle of Man Government employer to the Public Services Commission following redeployment to avoid redundancy, their terms and conditions of employment enjoyed prior to the restructure will be protected in the same way as existing employees, but subject to any restrictions imposed by the Employment Act 2006 in respect of continuity of service.

1.2.3. Being on terms and conditions analogous to either Civil Service or Manual and Craft Workers' terms and conditions of employment

If the employee is currently employed on terms and conditions which are analogous to either Civil Service or Manual and Craft Workers' terms and conditions (now PSC terms and conditions) they would be treated as an existing PSC employee but subject to any restrictions imposed by the Employment Act 2006 in respect of continuity of service.

1.3 Open Recruitment

If individuals are employed on terms and conditions which are not analogous and they voluntarily become an employee of the PSC through an open recruitment process after 1 April, 2016 they will be treated as new starters and all the provisions for new starters will apply.'

However, in exceptional circumstances consideration may be given to the protection of an individual's terms and conditions of employment.

1.4 Manx Utilities Authority

New terms for new starters will also apply to Civil Service and analogous Civil Service posts and former Whitley Council posts within the Manx Utilities Authority (MUA) until such time as any other terms and conditions for these groups are negotiated and agreed by the MUA.

1.5 Local Government Manual and Craft Workers

Local Government manual and craft workers will not be PSC employees; however their terms and conditions of service will apply by-analogy to the PSC terms and conditions of service, including this Agreement, as appropriate, for both existing and new employees.

1.6 Workers

In the case of bank, relief, seasonal, casual and zero hours contracts¹, most of which are re-advertised each year, if there is a break in service as provided for by the

¹ See Also 3.16

Employment Act 2006, these roles will be advertised with the new scales and other new terms and conditions. However, the Employer will continue to monitor the impact this has on recruitment, to ensure that such roles remain competitive.

Apprentices who are appointed to a permanent role will retain their former terms and conditions, but will go onto the new salary scales as if they were a promotee, unless there is a break in service in accordance with the Employment Act 2006 or they are appointed as apprentices after the effective date.

1.7 Opting In

At any time, an existing employee may opt to transfer permanently to the New Terms and Conditions in their entirety. Employees may not subsequently transfer back to their old Terms and Conditions.

2. Hours of Work

2.1. Conditioned Hours

The normal conditioned working week (that is the hours of duty which pay is calculated to cover and, for employees who are eligible for overtime payments, the hours which must be worked before such payments are paid) is 37 hours (excluding meal breaks) except where alternative local agreements apply.

2.2. Working Patterns

Generally, these hours will be spread over any 5 days out of 7, but each Department has responsibility for determining normal weekly attendance patterns for groups of employees, agreed in conjunction with union representatives. Attendance will be based on operational requirements, taking account of hours of business.

Standard office hours are: Monday-Thursday 9.00 - 17.30 and Friday 9.00 – 17.00.

Permanent variations to the working week will be subject to negotiation and notice. Ad hoc variations to the working week pattern will attract additional payment, where such payment is not currently reflected in any consolidated rate for the role.

Where employees are required to work weeks of unequal length, for example on:

- a) rosters
- b) shifts
- c) 10 1/2 day fortnights

or if they work more hours in the summer than in the winter, their weekly average hours worked over a reasonable and appropriate period, should equal their conditioned hours.

2.3. Flexible Working

A scheme of flexible working hours (FWH) may be introduced by any Department subject to meeting the minimum requirements of the Flexible Working Hours Model Scheme.

(<http://www.gov.im/lib/docs/hr/iomcs/Handbook/flexibleworkinghours.pdf>)

3. Pay

3.1. Pay Scales

The pay system will consist of pay scales covering spine points, together with Corporate Leadership Pay Scales. Illustrative examples are shown at Annex 1 until finalised pay scales are developed for all roles within the PSC, by agreement with the PSC and unions. The determination of where job roles assimilate on the new scales, after the effective date of the Agreement will be made in accordance with the Assimilation and Verification Process at Annex 2

Within each pay scale there will be three spine points (Minimum, Mid and Maximum points respectively) with 8% incremental intervals to allow pay progression in post. The normal starting pay for all new employees will be the minimum point on the relevant pay scale. Employees will progress incrementally on an annual basis to the maximum point in their pay scale, provided their performance is satisfactory and they demonstrate the agreed knowledge and appropriate skills.

3.2. Incremental Date

The incremental date shall be the first day of the month in which the anniversary of the appointment date falls.

3.3. Pay Awards

Any increases and any other changes to the pay structure are by negotiation within the JNC and any increases to the scales will be applied to all PSC and analogous employees.

3.4. Pay Arrangements in respect of shift disturbance, weekend premium, unsocial hours and public holidays

Roles which are required to work shifts, weekends, unsocial hours and public holidays will attract either a consolidated hourly rate to cover all hours worked or an additional premium allowance to cover all hours worked, in accordance with local agreements, agreed in conjunction with union representatives.

3.5. Standby & On-Call Allowances

All standby on-call allowances in operation prior to the effective date of the Agreement, will apply to all employees of the PSC (including new starters) until such time as any changes are negotiated through the JNC.

3.6. Pay on Appointment

The normal starting pay for all new entrants will be the minimum point on the relevant salary scale.

3.7. Overtime and Premium Payments

Overtime working should, in general, only occur during periods of exceptional pressure of work and only then, at the request of management. It should be worked on Monday to Friday if feasible and not over the weekends except as a last resort. Overtime working should be undertaken by volunteers. If PSC employees are required to work excess hours, it is expected that at least 48 hours' notice will be given to those concerned, other than in exceptional circumstances.

Existing employees who are promoted or re-graded after the effective date of the Agreement, and assimilate onto the new pay scales, retain the overtime multipliers appropriate to their grade.

New employees in eligible pay scales will receive overtime payments. There is a single harmonised rate of plain time for the first 10 hours of overtime worked and, subsequent to that, the rate of time-and-one-half of basic salary will be paid. There are no premium payments for new employees, such as additional pay for Public Holidays, except where this is varied in local agreements e.g. on-call payments and consolidated pay arrangements. All overtime must be agreed with management prior to it being worked. All overtime is worked on a voluntary basis, unless it is conditioned overtime agreed locally.

All Grades are eligible for overtime with the following exceptions:

Corporate Leadership Group posts as these grades are classed as 'All Hours Worked' grades.

These overtime rates will apply to all posts, except those in pay scales 26 and above, where overtime rates are capped at point 36 (top of pay band 25), and posts attracting consolidated pay in accordance with section 3.4, where local agreements apply.

Part-time employees will receive payments for additional hours at plain time rate up to the standard working week of 37 hours, and thereafter payment will apply at the rates set out above.

3.8. Time off in Lieu

The overtime rates will apply whenever excess hours are worked over full time hours unless time is taken off in lieu.

Employees not covered by a flexible working hours scheme may request to take time off in lieu as an alternative to overtime payments. Employees who, for operational reasons, are unable to take requested time off in lieu within three months must, if they wish, be paid at the appropriate overtime rate, detailed in 3.7 above, for hours worked.

Employees in All Hours Worked Grades, or subject to All Hours Worked Agreements, will not be entitled to overtime payments but may request to take time off in lieu of extra hours worked, where they are not covered by a flexible working hours scheme.

Time off in lieu of additional hours worked will be taken at plain time (hour for hour) and only with the prior agreement of both the employee and their line manager.

3.9. Recruitment and Retention Premium

It is intended that mechanisms for recruitment and retention premiums will be developed by agreement between the employer and unions, as is currently the case. Nothing in this Agreement precludes the ability of employer or employee side to develop market based pay enhancements as and when the situation demands. Current recruitment and retention premiums will remain in place, except where they are reviewed via the usual negotiation mechanisms.

3.10. Promotion and Pay Progression

A promotion is the progression of an employee to a new role with a separate and higher pay scale. A promotion does **not** occur when a progression to a new pay scale takes place as part of the regrading or assimilation to a new or extended pay scale of a whole grade or group in a Department or throughout the Public Service.

On promotion, an employee will enter the higher scale at:-

- a) the minimum point of the new scale or if this does not yield a higher salary;
- b) the mid or maximum point on the new scale

Increment date normally changes to first day of month of promotion to new post.

3.11. Minimum Promotion Increase Guarantee (MPIG)

Employees in post prior to the effective date of this Agreement who are promoted will be guaranteed to achieve an increase of no less than 50% of what they would otherwise have received on the former scales (from the top of the old scale to the top of the new scale). This will be achieved either through progression to a higher scale point or via an agreed percentage uplift, as necessary. This will apply only to their first permanent promotion, and not to any subsequent promotions. See Annex 4 (include link)

3.12. Substitution and Temporary Promotion

The rules governing pay progression for substitutions and temporary promotions (i.e. limited term appointments at a higher grade) are the same as for permanent promotions.

Employees in post prior to the effective date of the Agreement on former pay rates and who are temporarily in a higher grade retain the former pay rates and other terms and conditions if they:

- a) are permanently promoted to the same grade which they held temporarily, with a break of service of one month or less or
- b) return to their former substantive position/grade in which case they will be credited for any increments earned during the period of the LTA.

3.13. Transfers, Reversion and Downgrading

After consultation with the Departments and the employee concerned, a PSC employee may, in their own or in the interests of the Service, be transferred from one Department to another by the Public Service Commission.

New employees who for redeployment or any other reasons, are transferred (by agreement or otherwise) to a role at the same or lower grade, will receive the terms and conditions appropriate to the grade, subject to the pay protection rules specified in paragraph 3.14 below.

Existing employees, who for redeployment or any other reasons, are transferred (by agreement or otherwise) to a role at the same or lower grade, will retain the former pay and terms appropriate to the grade, subject to the pay protection rules, if any, which applied prior to the effective date of the Agreement.

3.14. Personal protection for New Employees

Where the duties of a whole grade disappear and are merged with a lower grade, employees on the higher (former) grade will be afforded personal protection under the provisions of the Agreement which provides for the restructuring of the scales. Pay Protection does not apply to downgrading for capability or disciplinary reasons.

If, following a review of the grading of the duties of any post it is found that the post should be re-graded, and this results in a lower salary maximum, or are redeployed to a lower grade, the employee will be eligible for personal protection. Personal protection enables the employee to retain the existing salary scale / spine points for the former grade (at the rate applicable at the time of the re-grading), which will be afforded for a period of 3 years from the date that the re-grading comes into effect.

3.15. Re-graded Posts

When a post is re-graded this will be backdated to the date that the job evaluation was formally claimed. If the formal claim was made prior to the effective date of the Agreement, the employee will assimilate to the former pay scale for the grade.

Any re-grades formally claimed in writing after the effective date of the Agreement, will assimilate to the scales at Annex 1.

3.16. Miscellaneous

Employees who take an approved break of service return to the terms and conditions which applied at the commencement of the career break.

Employees who prior to the effective date of the Agreement occupied a relief, bank or casual post and are subsequently appointed, without advertisement, to a permanent post will be eligible to receive the former terms and conditions of that post.

4. Annual Leave and Public Holidays

Full time employees appointed to a post after the effective date of the Agreement will receive the following entitlement to Annual Leave. Part time employees will be entitled to the same allowances proportionate to their working patterns.

Length of Service	Annual Leave (Days)
On appointment	21
After 3 years	22
After 5 years	23
7 years	24
9 years	25
10 years	26

What was referred to as the 'Privilege Day' at Christmas is now included in the Annual Leave entitlement as shown above. Where workplaces are closed on the privilege day, the employee will be required to utilise annual or flexi leave (where applicable).

In addition to annual leave, employees will be entitled to public holidays as laid down by the Treasury.

Any employee who is employed on shifts providing 365/366 (in the case of a leap year) days a year cover may apply to take time off for hours worked on bank holidays at any time during the year. The granting of time off for public holidays will be subject to management agreement, taking into account the needs of the service and time off requested by other employees. In general the same principles will be applied when considering requests for time off on public holidays as are applied in considering requests for annual leave.

5. Sickness Absence

Refer to the Management of Sickness Absence Policy and Guidance at www.gov.im/lib/docs/hr/Sickness_Absence/managementofsicknessabsenceendor.pdf

Employees absent from work owing to illness will be eligible, to receive sick pay in accordance with the following scale

- during the first year of service – one month's full pay and one months' half pay.
- during the second and third years of service – two months' full pay and two months' half pay.
- after completing three years of service – three months' full pay and three months' half pay in any 12 month period.

Sick pay will be limited to a maximum of six months' pay in the four year period preceding the date of the commencement of the absence.

The calculation date will be the first day of the current absence.

In the event of employment coming to an end, eligibility to sick pay ceases from the last day of employment. Sick pay is calculated on the basis of basic pay. Full pay needs to be inclusive of any statutory benefits (so as not to make sick pay greater than normal working pay). The combined addition of incapacity benefit to half pay must not exceed full pay.

Sickness for any reason resulting from an accident at work will not count for the employee's sickness and absence record, however, the period taken will be recorded as a separate sickness due to industrial injury once it has been proven the injury is a direct result of an accident in the workplace.

An employee on authorised absence with reduced pay or no pay because of an injury or disease wholly or mainly attributable to their employment may qualify for Temporary Injury Allowance (TIA). TIA is subject to income tax and National Insurance deductions. Entitlement to TIA is decided by the claimant's employer. Applications for TIA should be made by the employee to their line manager. In the event that a claim is rejected an appeal against any decision can be referred to the Public Sector Pensions Authority.

5.1. Sick Pay

Provided there is a reasonable prospect of eventual recovery and return to duty, employees who have 3 or more years of continuous service will be entitled to a maximum of 3 months full pay and 3 months half pay in total during any period of 12 months and not to exceed a maximum of six months paid sick leave in any period of four years or less. **Note** There is flexibility and discretion for Accounting Officers to extend periods of full and half pay sick pay on an individual case basis. In all instances where sick pay is extended the rationale for the extension must be clearly documented. Examples of where it may be appropriate to extend sick pay include instances such as life threatening illness, terminal illness, or unable to access treatment

5.2. Employee has had Six Months Sick Pay in a Four Year Period

When an employee has had a total of six months' paid sick leave in any period of four years or less, no further sick pay should be allowed (unless such an extension is supported by the Department). When full pay or half pay has ceased, it should not be restored during the same four year period.

Unpaid sick leave during any period of four years or less does not reckon for incremental progressive, pension or annual leave.

5.3. Sick Absence Record is Giving Cause for Concern

If an employee's sick absence record is giving cause for concern the line manager or supervisor should review the case and consider whether it may be appropriate to refer the matter to the relevant Occupational Health Advisor. The line manager/supervisor must discuss with and inform the employee of the concern and that the matter may be referred to the Occupational Health Service.

The Department may at any time require an employee absent from work due to illness to attend an examination at Occupational Health, at a mutually agreed time, with the option to be accompanied if they wish. Employees need not have exhausted their paid sick leave, nor do employees need to be on sickness absence to be referred by their employer for a medical examination. For further guidance, refer to the Management of Sickness Absence Policy and Guidance. In the event of a difference in medical opinion between the GP and the Occupational Health Advisor as to the employee's fitness for work, the matter should be referred back to Occupational Health in the first instance.

5.4. Calculation of Sick Absence Period Weekends and public and privilege holidays

In calculating any sick absence, Saturdays, Sundays (or 2 rest days in the 5 from 7 arrangement) public and privilege holidays should be treated as follows: -

- those occurring within a period of sick absence should be included and reckoned as part of the absence (payment for these days should be only that to which the member of employees is entitled under the sick absence rules and not ordinary pay); and
- those occurring at the beginning, or at the end, of a period of sick absence should not be included or reckoned.

5.5. Annual Leave and Sickness Absence

Where an employee is on a period of annual leave and becomes unfit for duty during the leave, the period of sickness will be counted towards the employee's sickness record, only if certified by a Medical Practitioner and only if the period of incapacity seriously interrupts the period of leave (i.e. 4 or more days of illness). The equivalent annual leave days compared to the period of certified sickness will be re-credited to the employee's annual leave entitlement.

5.6. Conditions for contractual sick pay

Employees will not be entitled to an additional day off if sick on a public holiday.

An employee who is absent from work as the result of an injury caused by the negligence of a third party may receive an advance which will be recoverable from damages received should their claim be successful.

