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**Department of Infrastructure**

**Public Transport Division**

*bus vannin*

**BUS DRIVERS**

**CONSOLIDATED CONDITIONS AGREEMENT**

**As at 11<sup>th</sup> Oct 2019**

**Version 9 Final Draft**

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**Department of Infrastructure  
Public Transport Division**

***bus vannin*  
Bus Driving Staff**

**CONDITIONS AGREEMENT**

*This document is intended to bring together all existing agreements and understandings applicable to the above and is correct at TBC*

*It is understood that the workings of this agreement shall be reviewed during the first six months so that any unforeseen difficulties may be resolved to mutual satisfaction.*

**1. DEFINITIONS**

- 1.1 All references to "Driver" equally to Full Time, Part Time and Casual staff, except in relation to Staff Pass issues (see page 21).
- 1.2 All references to the masculine may also read for the feminine and vice versa.
- 1.3 The Appendices "A" to "L" listed on page 2 form part of the agreement.
- 1.4 Any alterations to these conditions except where explicitly shown or individually agreed shall be subject to three months' notice on either side and be agreed mutually.

## **2. GUARANTEE OF PAYMENT**

- 2.1 Drivers shall be guaranteed payment of 37 hours basic pay each week, and this shall be the payment used for superannuation purposes. The scheduled rota week shall be a minimum of 37 hours with a maximum of 45 hours and shall be any 4 or 5 days from 6 over the period Monday to Saturday with Sunday being classed as a separate day.
- 2.2 The Guarantee shall be subject to the following:
- a. The driver shall be capable of and available for work at the appointed time.
  - b. The driver is willing to perform duties other than bus driving which he may be asked reasonably to perform subject to local agreement.
  - c. In the event of a driver being absent from work for part of the week for reasons which are accepted by Management, payment will be made to the value of 7 hours 24 minutes per day.
- 2.3 The basic hourly rate shall apply for all hours worked Monday to Fridays. A higher rate will apply for all hours worked on Saturdays, Sundays and public holidays (except for drivers on the new starter agreement).

### 3. HOURS OF WORK AND RELATED MATTERS

3.1 The overall maximum length of a day's work shall not exceed 14 hours subject to all of the following AND ONLY WITH UNION CONSENT ON THE DAY Rota duties shall be inclusive of a signing on allowance of 15 minutes and signing off allowance of 10 minutes.

- a. Rota duties shall contain a meal break of one hour, which shall be unpaid, said meal break to be taken at any suitable facility. It is recognised that on some occasions the meal break will be away from the home depot. The meal break must be provided no later than 5 hours after the commencement of driving and sign off time must be no later than 5 hours from the end of the meal break. Where necessary, more than one meal break may be provided, the second and subsequent meal breaks being paid through.

For every day that a driver completes his rostered or allocated shift a shift disturbance payment will be made. This payment will not be paid where the duty is not completed or where sick pay has been paid for the complete day. The payment will be £6 per shift from 1<sup>st</sup> April 2013, when the payment will become linked to the hourly rate and as such will be reviewed at the same time as the hourly rate.

- b. Driving is permitted for a maximum of 4 hours 30 minutes, after which a meal break of at least one hour's duration, between completion of one journey and the commencement of the next must be provided. Where a driving period is extended to 5 hours then a facility break of 20 minutes will be provided within the 5 hour period between the completion of one journey and the commencement of the next. It is recognised that the number of duties actually driving for 4 hours 30 minutes is a concern to the Trade Union.

Management will ensure that the percentage of such duties driving over 4 hours without a 20 minute facility break will not exceed:

Monday to Friday	one quarter of the total
Saturdays, Sundays and Bank Holidays	one third of the total.

- c. The maximum length of a scheduled working day shall not exceed 11 hours inclusive of allowances for signing on and signing off and the minimum length shall be 8 hours 24 minutes, inclusive of unpaid meal break.
- d. A minimum of 8 hours 15 minutes rest must be taken between the sign off time of one duty and the sign on time of the next day's duty.
- e. Drivers must take at least one rest day each alternate week. A rest day is precisely that, a day of rest, not a sick day, spare duty, voluntary duty, private hire or any other activity involving the company and work.
- f. Each rota week's work shall contain a duty that has a finishing time no later than 16:40 hours. This duty shall be known as an "Early Finish" and shall be marked in the rota with the symbol (E). Four day rota lines of work and the late rotas are excluded from this section.
- g. No rota week shall contain more than one late duty. A "late duty" is defined as one which has a finishing time later than 20:10 hours. The late rotas are excluded from this section.

- h. Some rest days are marked in the rota with a star (\*). These rest days will be worked unless the driver so allocated refuses the work in writing so as to be received by the Duty Transport Supervisor no later than 12:00 hours on the Thursday of the week concerned.
- i. Core Duties must start at or after 06:00 hours and finish at or before 00:20 hours inclusive of signing on and off time. Non-Core Duties (00:20-06:00) shall be worked by Local Agreement.
- j. Where construction of a duty cannot be achieved within the working agreement but the duty is considered reasonable then that duty may be included in the rota (this excludes current late roster) but offered as a star day. Duties commencing between the start of service and 06:00 hours will for this purpose be considered within the Working Agreement (see 3.3). Those duties outside the Agreement worked by Rest day can choose not to work these duties on a voluntary basis -  
\*not classed as refusal
- 3.2 Overtime in excess of the scheduled duty or a 4/5 days rota week shall be paid at the normal hourly rate appropriate for that day. All overtime in excess of the scheduled duty of a 4/5 days rota week shall be voluntary save that starred duties must be explicitly declined as detailed above.
- 3.3 Any runs which exceed the "core hours", i.e. between 00:20 hours and 06:00 hours, shall be paid at the agreed higher rate.
- 3.4 In the event of a driver working time in excess of a rota duty, that duty being defined as an "early finish", there shall be a payment of 1 hour for time worked up to 1 hour, 2 hours for time worked up to 2 hours, and the total time worked for time over 2 hours, paid at the hourly rate appropriate for that day. This does not apply in cases covered under 3.5 below.
- 3.5 In the event of an unavoidable delay to any service due to reasons beyond the control of management (e.g. snow, fog, breakdown, accident etc.), any time worked in excess of rota duty shall be paid at the hourly rate applicable to that day, with a minimum payment of 10 minutes or greater.
- 3.6 To ensure service reliability, Casual and non-driving staff may be used to cover part or all of a driving duty. This will apply only after all available drivers have been offered the opportunity to accept or decline such work on an overtime basis.
- 3.6a All duty reassignments must be agreed with the trade union.
- 3.7 In the first instance each depot shall over its own allocation within its own 'spare' Depot capacity. Thereafter the order of priority for rest day Working is as follows, Ramsey and Port Erin complete allocation remaining duties will be allocated centrally from Douglas II in rota order, as follows:
- 1<sup>st</sup> 4 or 5 day week drivers who have not exchanged rest days, refused during the week or given up a starred duty.#
  - 2<sup>nd</sup> 6 day week drivers who have not exchanged rest days, refused during the week or given up a starred duty.#
  - 3<sup>rd</sup> 4 or 5 day week drivers who have exchanged rest days, refused during week, or given up a starred duty.#

- 4<sup>th</sup> 6 day week drivers who have exchanged rest days, refused during week, or given up a starred duty.#
- 5<sup>th</sup> Full time drivers who have been sick.
- 6<sup>th</sup> Part time drivers in rota order (weekdays, schooldays only).
- 7<sup>th</sup> Part time drivers who have been sick.
- 8<sup>th</sup> Casual drivers in rota order.

# Complete line swaps do not affect the above priority order when submitted one week in advance of exchange. Roster position remains only work moves.

A driver who refuses work offered 'on the day' will not be construed as having refused work for the purposes of this clause. A driver can give up a starred duty and be offered work for the same day in accordance with the priorities in this clause, moving to priority group 4.

If work is selected out of home depot no travelling expenses will be paid.

Late rota drivers do not get priority from the 'line' but fall into place at the end of each section. Late rota drivers will have priority for duties normally allocated to that rota when those duties are hanging. These drivers will have the option of accepting the late duty with priority, or taking their place at the end of each section.

Sunday coverage will not be undertaken until Saturday coverage is completed.

- After the Duty Transport Supervisor has unsuccessfully rung the mobile and home numbers of the next available driver for additional work, this shall be considered as a Refusal of work and recorded as such. Drivers who wish to work should ensure that their phones are in order and that their provided details held by the Company are up to date and correct. No driver on a rest day will be contacted for work for the following day until 10.00 at the earliest.

3.7b Allocation of work to spares to follow priority set out below.

1st spare has priority for all work available.

Remaining spares to be allocated remaining duties in roster order.

Out of depot duties will only be offered if the number of spares exceed the number of duties

available in the home depot.

In this case the out of depot duties to be offered in roster order.

3.8 No driver may work seven days in any one week when another driver in the same depot is working 5 days and complies fully with all the clauses in this section. An exception to this would be when a driver on 5 days is bypassed because of operational or scheduling requirements.

3.9 In the event of a driver being "called out" to cover an unforeseen requirement (i.e. it was not planned during the preparation of the daily schedule for the day in question or for work "out of the ordinary"), he/she shall be guaranteed a minimum payment of 2 hours and 45 minutes at the rate applicable to the day.

3.10 Any driver who is suspended from duty on either disciplinary grounds or precautionary grounds forfeits all rights to consideration for rest day working during the period of suspension.



- 3.11 If a driver reports that he/she is unavailable for duty the following day after publication of the Daily Sheet and the duty concerned starts before 07:00 hours and is capable of being worked by one or more spare drivers within the terms of this agreement, then there will be no requirement to contact any rest day driver.
- 3.12 Should a driver report sick whilst on duty or be absent from duty for any other reason and spare drivers have already been used or cannot cover the required duty within the terms of this agreement, and the work content exceed 4 hours from the next scheduled journey then a rest day driver will be contacted for rest day working and will receive payment subject to the daily minimum guarantee. In other circumstances or when no driver on rest day is available to operate the next scheduled journey the work may be covered with spare time within other duties and voluntary overtime.
- 3.13 In the event that a driver is overlooked for rest day working through the fault of *bus vannin* in the allocation of rest day work, the driver so overlooked shall have the right to be supplied with a duty of 7 hours 24 minutes with a sign on time of 07:00 and meal break of 11:00 – 12:00. Such duty to be taken by agreement on a day when the driver concerned would not, in normal circumstances, be asked to work his rest day. This procedure shall not affect normal procedures with regard to rest day working.
- 3.14 Where the next day's work sheet has been posted and, subject to all other parts of this agreement, where a duty has arisen through late sickness etc., a driver who has been allocated a spare duty may be expected to cover the duty where it is reasonable for him to do so. This must be done prior to the end of the driver's duty for the previous day.
- 3.15 Subject to all other parts of this agreement, where there is no spare driver and no rest day driver available, a duty may be broken up and offered to other drivers with spare time within duties or as voluntary overtime. Where overtime is used, the work shall be offered so far as is practical first to the driver on the duty whose finishing time is closest to the start time of the extra work having regard to the requirements of extra payments, breaks, maximum length of day etc. Where the work is prior to duty, the same procedure will be followed with the driver whose start time is closest to the end of the extra time being asked first with the same caveats.
- 3.16 It is not acceptable to exchange (swap) weekday duties or rest days (Monday to Friday) with a Sunday (Sunday being classed as a separate day).

It is acceptable to exchange (swap) Saturday and Sunday work.

N.B. This could affect pension payments.

N.B. If a driver refuses Sunday work it will not be classed as a refusal for Weekday work.

#### 4. ATTENDANCE AT WORK

- 4.1 In the event of a driver being ill, the full benefits of the Sick Pay Scheme as outlined in Appendix 'A' shall be available.
- 4.2 A driver who is ill and cannot attend work must report by telephone to the Duty Transport Supervisor as soon as practical and in normal circumstances at least one hour prior to the commencement of his duty. This may be varied only in exceptional circumstances which are accepted as justified by Management, and failure to comply may cause delay or loss of benefits.
- 4.3 When reporting late for duty, the employee must report by telephone before he/she is one hour late that he/she will be able to take up duty at an agreed later time or (if he/she has not made contact already) that he/she will be absent due to illness. Failure to do so will result in the employee being booked "absent" for that day. An employee shall not be entitled to claim an allowance under the Sick Pay Scheme except for reasons acceptable to Management as being justified at the time the claim is made. This is to take account only of any special circumstances arising through illness which prevents the employee from notifying the Department within the aforesaid time limits.
- 4.4 An employee on spare duty must report as above. If accepted for duty, the maximum deduction of pay shall be 2 hours.
- 4.5 Where a driver arrives late for his duty, he may at the discretion of the Duty Transport Supervisor, be accepted for duty at a time suitable for the next relief point with relevant loss of time, or he can be counted as unavailable for work for a maximum of 3 hours. No pay will be deducted if the driver reports for duty less than 10 minutes late. In all of these circumstances the driver will be marked as "late".
- 4.6 Where a driver fails to report for duty without reporting sick or subsequently being certified as sick, he will be marked "absent". In this case no payment will be made and the requirements with regard to notifying availability as detailed in paragraph 4.8 below shall apply.
- 4.7 A driver who has reported sick using the procedure set out above or otherwise must report either his availability or non-availability for work on successive days to the Duty Transport Supervisor as soon as possible, but in any event prior to 10:00 hours. Failure to comply may cause delay or loss of benefits or result in the driver not being posted for work if fit. This procedure is to be followed in all circumstances where absence is not certified by a medical practitioner in advance.
- 4.8 The first period of sickness will be self-certified, and drivers on return to work will be required to complete a self-certification form. Sickness lasting 4 days or more will require the completion also of form SC1. These forms must be completed in full as soon as practicable and usually no later than the end of the first week of absence or on return to work at the Back to Work Interview, whichever is the earlier. Failure to comply may cause delay or loss of benefits.
- 4.9 Any period of sickness in excess of one week must be on the certification of a qualified medical practitioner. It is required that staff on this form of certification will ensure that *bus vannin* is kept fully informed as to future availability or otherwise for work and failure to comply may cause delay or loss of benefits.

- 4.10 Justified sickness absence will be paid at 7 hours 24 minutes per day up to 37 hours per week at the basic (Monday to Friday) hourly rate.
- 4.11 If a driver falls sick during duty the balance of hours will be paid up to 7 hours 24 minutes for that day.
- 4.12 If a driver falls sick for or during duty and that duty comprises rest day working, no sick pay is payable for the time not worked. This shall be taken to include starred duties.
- 4.13 Any driver who by his pattern of sickness absence gives grounds for concern may be asked to attend a medical practitioner appointed by *bus vannin* to determine the cause. This will not be done until the employee has been afforded the opportunity of discussing the issue with the Transport Operations Manager or his delegated deputy.
- 4.14 In certain circumstances, *bus vannin* may require that the driver provides a Doctor's Certificate for periods of sickness absence of less than a week. In such circumstances, any charge made to the driver by a general practitioner for the issue of a certificate will be reimbursed through wages on production of a valid receipt which must include the employee's name. Any absence through ill health which extends beyond a week (i.e. 7 consecutive days) **must** be covered by a medical certificate signed by a medical practitioner.
- 4.15 No employee may leave his place of duty without the authority of the Duty Transport Supervisor. The only exception to this shall be during the designated meal break(s) of a duty.

## 5. BUS DRIVING STAFF PAY ARRANGEMENTS

- 5.1 The duty rota will show the duties that each driver will be expected to undertake and the provisional hours for pay calculation.
- 5.2 To ensure that there is no delay in payments, drivers should undertake to check the OmniDAS system that any extra work has been correctly entered. Any enquiries relating to pay should be made initially with the Transport Supervisor.
- 5.3 The basic rate of pay will be reviewed annually (April) by local agreement.
- 5.4 Wages to be paid weekly in the form of a BACS payment on the Thursday, following the end of the week for which payment is being made, into a bank account whose details must be provided by and are the responsibility of the Driver.
- 5.5 Drivers may elect to have the pay advice slip available at a different depot by application to the Duty Transport Supervisor. Whilst every effort will be made to comply with this application, a change from the Driver's home depot is not guaranteed to be actioned in time. Drivers may request to have their payslips posted to their home address, and should complete the form in the Supervisors Office for this to take effect. N.B. This cannot be reversed once in place.
- 5.6 Shift allowance on completion of duty is paid at the rate of £6.00 per shift (linked to future pay negotiations)

## 6. SCHEDULES AND ROTAS

Each depot will have one roster covering all the duties except there will be an option for late duties and those that drive mini buses being in separate short rotas.

- 6.1 Weekly duty schedules on which rest days and early finish days are marked clearly and which include a provisional assessment of paid hours for each week's work shall be posted at each depot by 16:00 hours on the Thursday of the preceding week. These duties will be confirmed or amended as operationally necessary by a daily sheet posted at each depot as close to 14:30 hours on the previous working day (Friday in the case of Sunday and Monday sheets) as is practicable.
- 6.2 For a substantive change in the duty schedules, the revised schedules shall be posted not less than 10 days prior to the introduction provided that in the event of an important alteration where said alteration is contingent upon sanction by other authorities and thereby delayed, the new schedules shall be posted 6 clear days prior to introduction except where otherwise agreed locally, but an intimation that such an alteration is intended shall be given as soon as practicable to the recognised Trade Union representatives. Changes shall be subject to agreement prior to implementation.
- 6.3 Minor changes to duty schedules should be made in consultation with the Trade Union Representative(s) affected, and applied by mutual consent.
- 6.4 Variations of a temporary nature will be notified in advance where possible, but in view of the unpredictable surges in traffic which may occur, it is accepted that immediate amendments may be necessary if the travelling public is not to suffer inconvenience including delays in movement. Where known additional work is available, driver's required to work extra hours to the scheduled duty will be asked and all work under this section shall be voluntary.
- 6.5 Each driver shall be required to make himself fully conversant with the Weekly and Daily Duty Sheets, with the details of his duty as set out with or without the amendments on the Daily Duty Sheet and with Traffic Notices. Failure to observe posted notices and instructions will not be taken as a valid reason for failure to comply.
- 6.6 In the event of a full week of spares appearing on a rota, this may be substituted by a complete week of duties vacated by holiday, sickness or otherwise before the rota for the week in question is published. This complete week may or may not include Saturday or starred duties. Where a week of duties is not substituted for the week of spare duties or where odd spare duties appear, all matters under paragraph 3.1 shall apply. Spare duties not allocated to a rostered or temporary duty (e.g. TT specials) will be allocated a sign on time, and may be allocated a sign off time.
- 6.7 The number of spares available each day will be dependent on holidays, sickness, lieu day requests granted, special leave or other reasons. After the rota has been issued, duties may arise which are not covered. These duties are left at the bottom of the list, and the highest priority spare driver shall have first choice of duty within the terms of this agreement. All spare drivers must be allocated to a duty before any duty is offered for rest day working unless *bus vannin* at its sole discretion wishes to permit spare duties on the day in question. The spare driver may not elect to "report spare" at any

time unless *bus vannin* at its sole discretion wishes to permit spare duties on a given day or days. The only exception to this would be where there is an excess of spare drivers over the duties to be covered at all depots in which case *bus vannin* in consultation with staff representatives will decide what time any spare duty will commence having due regard to operational requirements. Drivers may be encouraged to take "lieu days" as required to reduce the number of surplus spares.

- 6.8 The spare duty shall be paid at 7 hours and 24 minutes. If the duty available is greater than 7 hours 24 minutes the driver can choose to work up to 7 hours 24 minutes or complete the duty and be paid its value.

If the duty requiring coverage is in excess of this time the driver shall have the option of working the full duty and paid in excess time or elect to work in excess of 7 hours 24 minutes and work from the scheduled start time of the available duty to achieve, as close as, possible to 7 hours 24 minutes.

Should it become apparent that it is not practically possible to arrange the above then consideration should be given to arranging a suitable swap. This can be achieved either by the driver concerned or by indicating to the Transport Supervisor what is required and allowing them to make the necessary arrangements (paragraph 7.6 of the agreement).

If no duties are available finishing no later than 16:40 hours at the home depot but there are duties finishing in the following hour then no travelling time or expenses will be paid if a driver chooses the earlier finish from another depot.

- 6.9 Any spare position left on the rota during school holidays after the allocation of duties may elect to report spare for timings equivalent to those applicable to the school day duty on the master rota.
- 6.10 Coverage of duties should be achieved on the most cost effective basis in accordance with the terms and conditions found in this agreement.

## **7. DEPOTS AND DEPOT TRANSFERS**

- 7.1 Any permanent transfer between depots shall be mutually agreed and on a voluntary basis. Applications should be made in writing to the Transport Operations Manager.
- 7.2 Where it is necessary on a temporary basis for a driver to sign on at a depot other than his home depot for the purpose of taking up a duty at that depot, and he uses his own vehicle to travel there, he shall be paid a travelling allowance based on the mileage between his home depot and the new depot. This allowance shall be at the rate set by Government and should be claimed by the driver on the appropriate form. Payment of a valid claim will be made through wages as soon as possible.
- 7.3 Where it is necessary on a temporary basis for a driver to sign on at a depot other than his home depot for the purpose of taking up a duty at that depot, he shall be paid an allowance in respect of travelling time on the basis of the mileage between his home depot and the new depot. This travelling time will be paid at the rate of 3 minutes per mile.
- 7.4 Each depot shall use the spare drivers at its own depot before drivers are asked to work out of another depot. Where a spare driver is to be used in a depot other than his home depot, his work allocation is to be any duty other than a late duty. Any late duty must be covered by the home depot.
- 7.5 If a late duty requires to be covered by an out of depot spare driver where there is no spare driver available at the home depot, it shall be the responsibility of the home depot to provide an exchange of duty for the out of depot spare driver with a home depot driver who firstly does not have a "late" duty over the course of that week and secondly has the latest finish (excepting the driver detailed on an "early finish").
- 7.6 In the event that duties require to be covered by a driver from another depot, any such work shall be of a voluntary nature. Spare drivers not wishing to work out of depot will be assisted in obtaining a reasonable exchange using the same priority order as applies for rest day working.
- 7.7 A maximum speed of 10 mph must be observed within the confines of the Banks Circus Transport Headquarters site or any depot premises. This applies equally to buses and any other vehicle.
- 7.8 Permits for parking are required for any driver who wishes to park the vehicle he has used for his journey to work at Banks Circus. Issue of a permit does not guarantee any or any particular parking space, and vehicles are parked at owner's risk. Vehicles must be parked within designated parking bays. Drivers are not permitted to park personal vehicles within the confines of the Banks Circus site unless an authorised permit is displayed in the windscreen.
- 7.9 Depot transfers must be mutually agreed by both parties and requests to transfer should be in writing to Management. New recruits will initially join the late roster thus allowing the agreed order of allocation of staff to the day roster. The exception to this would be when a vacant position exists on the day roster and no requests from existing staff to transfer to the day roster have been received from any depot.

**Day line allocation is as follows.**

1A) A part time driver on the day roster wishing to exchange roles with a full time driver from the day roster in the same depot.

1B) A driver wishing to exchange with a driver from another depot in the same role. (both day line drivers)

2) A driver wishing to transfer from the late roster to the day roster in the same depot.

3) A driver from the late roster in another depot if no requests to take up the role from staff in the depot where the vacancy exists .

4) A new recruit in the case that there are no known requests to fill that position by existing staff from any depot.

**The same principles should be applied to the allocation of Late lines**

7.10 A late driver has priority to change to a day line in their own depot first. Depot transfers come after the above and via the priority list. Any refusal of transfer to another depot on that list falls to the bottom of the transfer list.

7.10A Should a driver wish to transfer from a section of a depot roster to another section then the position left vacant must be filled with a permanent replacement prior to transfer.

**The Trade Union Branch Secretary should be party to any transfer list.**





## 8. ANNUAL HOLIDAYS

- 8.1 Annual holidays are paid at the rate of 37 hours per week at the basic (Monday to Friday) hourly rate.
- 8.1A Holiday pay is calculated on the average of the 12 weeks pay prior to holiday, it can be extended to 13 weeks if sickness falls within that period.
- 8.2 The holiday year shall run from the first Monday in October. In certain circumstances and by mutual agreement between staff and Management, a maximum of 9 days' holiday entitlement (including any lieu days) may be carried forward to the following year. Any holiday in excess of 9 days not taken will be arranged by mutual agreement unless a prior application for extended holiday leave has been granted. No payment in lieu of holidays will be made.
- 8.3 For those commencing employment after 1<sup>st</sup> April 2014 holiday entitlement for the first year is 20 days, second year 22 days and one further day each year until 25 days are accrued after 5 years' service.
- For those in employment prior to 1<sup>st</sup> April 2014, the following annual holiday entitlement scale shall apply:
- |                       |                                 |
|-----------------------|---------------------------------|
| 0 - 5 years' service: | 5 weeks holiday (25 days paid). |
|-----------------------|---------------------------------|
- For each additional 3 years of continuous service, one additional day's holiday entitlement shall be granted for each holiday year up to a maximum of 6 weeks (30 days paid).
- 8.4 During the first year of appointment, holiday entitlement shall be 2 days for each complete calendar month of the holiday year.
- 8.5 Holiday entitlement for part year service shall be accrued at the rate of 2 days for each completed calendar month.
- 8.6 On cessation of employment with *bus vannin*, staff shall be entitled to the full balance of any holidays not taken. This shall be liable to alteration only in the event of staff being dismissed under the provisions of the agreed disciplinary procedure (Appendix "C") for pecuniary loss when, subject to proper cause being proven, moneys may be withheld.
- 8.7 Any driver who has been granted and who has taken holidays over and above their due entitlement and then leaves the employment of *bus vannin* shall be required to make the appropriate refund. Such refund may be withheld from any moneys due to him on the termination of his employment.
- 8.8 A driver who is certified by a medical practitioner as being ill whilst on annual holiday shall be entitled to holidays in lieu of such annual holidays up to the maximum of 6 weeks or 30 days. These deferred holidays must be arranged as soon as possible on the employee's return to work and by mutual agreement.
- 8.9 A day's holiday is 7 hours 24 minutes at the basic (Monday to Friday) hourly rate. Holidays may be taken as complete weeks or may be split into periods, as required (see 8.1)



- 8.10 Application for annual holidays must be made in writing to the Transport Operations Manager on the prescribed form. Applications shall be considered on a first come first served basis, and *bus vannin* shall determine at its sole discretion having regard to the requirements of the service how many applications may be granted for any given week. Drivers failing to apply for annual holidays by the 1<sup>st</sup> January shall have their entitlement allocated ad-hoc.
- 8.11 Once annual holidays have been submitted and the weekly rota has been produced, this leave has to be taken and cannot be reverted or claimed back.

## 9. PUBLIC HOLIDAYS

- 9.1 There shall be an entitlement to one day's holiday at the agreed rate of pay (7 hours 24 minutes) for each of the following days which, for the purpose of this agreement are regarded as Public Holidays:
- New Year's Day
  - Good Friday
  - Easter Monday
  - Early May Bank Holiday
  - Late May Bank Holiday
  - TT Bank Holiday
  - Tynwald Day
  - Summer Bank Holiday
  - Christmas Eve
  - Christmas Day
  - St Stephen's Day (Boxing Day)
  - Any other day declared by the Isle of Man Government as a Public Holiday after the date of this agreement.
- 9.2 Any driver who works part of a duty on any public holiday up to 4 hours shall accrue ½ a day's holiday in lieu (3 hours 42 minutes). A driver working in excess of 4 hours shall accrue one full day's holiday in lieu. Payment in respect of lieu days shall be 7 hours 24 minutes at basic (Monday to Friday) rate.
- 9.3 On cessation of employment with *bus vannin*, staff shall be entitled to the full balance of any lieu days outstanding. This shall be liable to alteration only in the event of staff being dismissed under the provisions of the agreed disciplinary procedure (Appendix "C") for pecuniary loss when, subject to proper cause being proven, monies may be withheld.
- 9.4 Any driver who has been granted and who has taken lieu days over and above his due entitlement and then leaves the employment of *bus vannin* shall be required to make the appropriate refund. Such refund may be withheld from any moneys due to him on the termination of his employment.
- 9.5 Where a public holiday falls on a Saturday or Sunday, the next normal working day shall be recognised as the holiday. *bus vannin* does not operate services on Christmas Day. When Christmas Day falls on a Saturday, all drivers will have rest days moved to this day and no payment will be made. The official public holiday will be the following Monday.

- 9.6 A driver who is sick on a public holiday shall not be entitled to a holiday in lieu of such public holiday.
- 9.7 If a public holiday arises when a driver is on annual leave, that driver shall accrue a day off in lieu of said public holiday.
- 9.8 Application to take a day in lieu must be made in writing to the Transport Operations Manager on the prescribed form. Applications shall be considered on a first come first served basis, and *bus vannin* shall determine at its sole discretion having regard to the requirements of the service how many applications may be granted for any given day or days. Requests to have the public holiday should be received prior to the issue of the weekly rota; failure to do this will result in the driver having to arrange a swap.



## 10. TERMINATION OF EMPLOYMENT

### 10.1 By *bus vannin*:

Less than 2 complete years of service:	2 weeks' notice.
2 or more years but less than 12 years' service:	one week's notice for each completed year of service
12 complete years or more:	not less than 12 weeks

### 10.2 By the employee:

Notice to leave the employment of *bus vannin* shall be by the employee giving at least 2 weeks' notice in writing to the Transport Operations Manager.

### 10.3 For more information please refer to the Disciplinary Procedure at Appendix C.



## 11. TRADE UNION MATTERS

- 11.1 *bus vannin* will recognise the right of individuals to decide whether or not to become a member of a Trade Union. For this purpose, *bus vannin* recognises UNITE the Union. There is at least one accredited Trade Union representative in each depot, and drivers may consult the relevant UNITE representative on any queries or problems they might have.
- 11.2 Staff representatives shall be enabled to meet together bi-monthly and alternate bi-monthly with Management or as required when they will be released from whole duty. This guideline may be varied in special circumstances.
- 11.3 Subject to prior application submitted in writing to the Transport Operations Manager, staff representative shall be permitted to attend approved Trade Union Courses. This guideline may be varied in special circumstances.
- 11.4 A staff representative attending a meeting with Management when he/she would be scheduled "rest day" shall be paid a minimum of 4 hours pay at the agreed daily rate and if required to attend a meeting held whilst he is on leave, be granted a day in lieu of such holiday..
- 11.5 Requests for time off work for Trade Union duties or activities must be made in writing to the Transport Operations Manager. Requests should be received normally at least 10 days prior to the date of the activity.
- 11.6 Staff representatives shall be enabled to meet any one or more members of Management at any reasonable time during the working day on urgent business. Staff representatives should be aware however **both** that the requested member of Management may not be available at any given time **and** that the exigencies of the service may dictate that a request for an immediate meeting will be declined. In either of these circumstances, every effort will be made to convene a meeting as soon as practicable and Staff Representatives will be informed promptly of the date and time.
- 11.7 In the event that a late duty requires to be covered due to Trade Union duties, the duty shall be offered out in the normal manner to all spare drivers on an optional basis and then to rest day men. Refusal to operate shall not be counted as a refusal as defined under paragraph 3.7
- 11.8 Representatives on an Accredited Union course authorised by Management will be paid for the time of that course, if the course passes through a rest day from the Monday to Friday that rest day will be paid and the rest day moved to Saturday. The representative will have first choice if he/she wishes to work that said rest day.

## 12. SPECIAL LEAVE

- 12.1 Paid leave, without loss of scheduled earnings, will be granted to drivers required to attend meetings such as pay negotiations with the recognised negotiating body Committee or any other appropriate body, but the Department will not reimburse subsistence or travelling expenses.
- 12.2 If called for Jury Service, a driver must claim the appropriate allowance from the Court for loss of earnings. *bus vannin* shall guarantee to ensure that any such monies are increased to the normal rostered hours in respect of time served whilst engaged on such duties. This guarantee shall not take into account any further allowance from the Court for Travel, Subsistence etc.
- 12.3 A driver engaged on Magisterial or Local Government duties will be granted up to 18 day's special leave in any calendar year in addition to his normal holiday entitlement. Such leave shall be granted on the principle that the driver will not suffer any loss of earnings (inclusive of rostered overtime), but *bus vannin* shall take into account any payment made in respect of such duties when assessing the allowance.
- 12.4 Periods of special leave with pay may be granted up to a maximum of 3 days in the case of urgent domestic distress (i.e. bereavement etc.), but since much depends on individual circumstances, extensions to this norm (up to a maximum of 5 days) might be allowed in cases of special hardship on humanitarian grounds. Leave granted under this clause is granted at the discretion of Management and will be on the basis of 7 hours 24 minutes per day.
- 12.5 Bereavement leave is granted in respect of the death of a parent, parent in law, husband, wife, child, sibling or grandparent. An extension to the normal period of 3 days will usually be appropriate on when long or difficult travelling is involved.
- 12.6 Paternity leave with pay would be appropriate up to a maximum of 5 days in any 2 year period, and also in special circumstances in connection with care of young children and for any other valid reason on compassionate grounds. Leave granted under this clause is granted at the discretion of Management.
- 12.7 Special Leave without pay may be appropriate in certain circumstances not covered by the above or where the employee concerned has exhausted his entitlement to days off in lieu of public holiday working or has taken special leave up to the limits outlined in 12.6 above. Leave granted under this clause is granted at the discretion of Management.
- 12.8 Time off for medical, dental, optical and other appointments will be granted without loss of pay only for appointments scheduled to commence between the hours of 09:30 and 13:30 (Mondays to Fridays only) and only when drivers return to duty by 15:00 hours, so as to reduce the impact of these appointments at peak service times. Any request for time off outside these hours will depend upon the circumstances and drivers should endeavour to exchange duties or accept loss of pay depending on the circumstances and the availability of staff to cover the Department's traffic requirements. The only exception to this would be where the appointment is with a clinical specialist where there shall be no loss of pay. Appointment letters or cards

must be shown at the time any request for time off is made, and time off with pay may be declined if an appointment card cannot be produced.

12.9 Application for special leave must be made on the appropriate form available from each depot office.

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### 13. TRAINING AND LICENCES

- 13.1 A new driver shall be paid the normal agreed rate of pay whilst training, and the length and mode of such training shall be at the discretion of Management.
- 13.2 Established drivers whilst being engaged on training duties shall receive the normal rate of pay plus an allowance of 10%.
- 13.3 As part of his duties, staff shall be expected to undertake any further training as required during the course of their employment.
- 13.4 Trainee drivers shall receive the following:
- A driver card and P.I.N.
  - A driver bag
  - A cash dispenser
  - A timetable
  - A float of £20.00 if requested
- 13.5 It shall be the responsibility of the driver to ensure that his licence is renewed in good time and kept up to date. Any driver who allows his licences to expire without renewal in time shall not be entitled to work nor to any payment from *bus vannin*. Drivers are advised to carry licences whilst on duty and must produce a valid licence to *bus vannin* on request.
- 13.6 Charges incurred in renewing the appropriate licences may be reclaimed by completion of the appropriate claim form and production of the new licence. This is taken to include costs of any medical examination required as part of the renewal process.
- 13.7 Drivers must inform *bus vannin* in writing of any permanent change of address as soon as practicable. Drivers must also inform the Authorities responsible for the issue of driving licences of a permanent change and produce any new licence issued as a consequence for inspection.
- 13.8 *bus vannin* Free Travel Permits will be issued on request to each driver. Full time drivers, his/her spouse or domestic partner and any dependent children aged between 5 and 16 years are entitled to HQS and HQF smartcards. Part time drivers are given the same entitlement, while casual staff are only entitled to the HQS pass for themselves.



## 14. UNIFORMS AND EQUIPMENT

14.1 The following items of uniform will be issued every 12 months (reviewed annually):

- 3 in 1 jacket
- Two pairs of uniform issue trousers, shorts or skirts, or a combination
- Five shirts (long sleeve or short sleeve)
- One tie or cravat
- One pullover (classic or nato style) or slipover
- One cap or hat (on request).

14.2 One pair of suitable shoes will be issued every 12 months to the value of £45.00.

14.3 All drivers shall wear uniform properly whilst on duty.

14.4 When the tie is removed, only the top button of the shirt may be unfastened.

14.5 A driver is responsible at all times for the safe custody of the Department's money and equipment including uniform issue.

14.6 Electronic Ticket Machine information will not be utilised to initiate disciplinary measures in the first instance except in cases of possible fraud, misuse, tampering or deliberate damage, where information from the ticket system may be used as primary evidence.

14.8 A driver must ensure that each passenger purchasing ticket(s) obtains a new ticket issued from the ticket machine indicating the correct date, stage boarded and the fare paid.

14.9 The use of USB ports on any piece of equipment mounted on a bus (such as a ticket machine or destination equipment) is strictly prohibited, as it may inhibit the safe working of that system.

14.10 All instances of ticket machine failure (particularly including screen freeze) must be reported to the Supervisor on duty immediately.

## 15. LOST PROPERTY

- 15.1 Lost property shall be dealt with in accordance with the issued instructions, and the Conditions of Carriage currently in force.
- 15.2 Each driver must search his bus for lost property at all terminal points. Any lost property found must be handed into any depot or office at the first opportunity.



## **16. REPORTING OF INCIDENTS/ACCIDENTS/OCCURRENCES**

- 16.1 The reporting of incidents, accidents and occurrences shall be dealt with in accordance with the issued instructions.
- 16.2 First users are expected to perform a First Use Check and complete the Vehicle Defect Report as per instruction given.
- 16.3 A bus failure in service must be reported in writing on the vehicle defect form by the driver concerned as soon as is practicable. Such forms are available at all depot offices.
- 16.4 Any other incident such as misbehaviour on a school bus, service delay due to accident, missed connection, dispute on a journey or as a result of a journey or other occurrence which Management may require to be reported or which the driver in his opinion should be brought to the attention of Management must be reported using an "Occurrence Report" form. Such forms are available at all depot offices.
- 16.5 Any road traffic incident in which a driver is involved or any accident involving a passenger on his bus or whilst entering or leaving his bus must be reported by the driver on the prescribed forms. Such forms are available at all depot offices and should be submitted within 12 hours of the incident or as soon as practical thereafter.
- 16.6 Drivers must inform the Transport Operations Manager in writing if they receive any notice of intended prosecution from the Police or any other agency for any alleged offence incurred in the course of their employment.
- 16.7 Drivers must inform the Transport Operations Manager in writing of any conviction for any offence. This is to be taken to include any motoring offence whether in the course of duty or otherwise and to include any "fixed penalty" imposed in lieu of a court conviction. It will not be necessary to notify parking offences subject to fixed penalty.
- 16.8 Any vehicle defect discovered during the daily vehicle check or during duty must be reported in the prescribed manner. This may include a requirement to report that the vehicle is apparently free from defects.



**Department of Infrastructure  
Public Transport Division  
*bus vannin***

**BUS DRIVERS**

**ACCEPTED:  
CONSOLIDATED CONDITIONS AGREEMENT  
As at 11<sup>th</sup> November 2019  
Version 9**

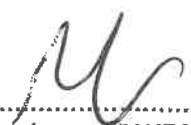
**Signed on behalf of Unite the Union:**

**Date:**

 ..... Carl Vernon ..... 19-NOV-19

 ..... Carlton Mealin ..... 19-11-19

 ..... Carl Hine ..... 19-11-19

 ..... Mike Swales ..... 19-11-19

Branch: NW/587 Unite the Union.

**Signed on behalf of Management:**

**Date:**

 ..... Ian Bates ..... 11/11/19

Director of Transport Services

GRT/IB 11/11/19

