



**Department of Community, Culture and Leisure**  
**Public Transport Division**  
**Bus Vannin**

**Bus Fueller/Cleaner/Drivers**  
**Conditions Agreement**

**20 May 2013**

**Final version**

This document supercedes all existing agreements and understandings applicable to the above group of staff and is correct at 21 May 2013.

This agreement comes into force on Monday 27 May 2013.

## **1. DEFINITIONS**

- 1.1 This Agreement applies to staff employed as fueller/cleaner/drivers within Bus Vannin/Isle of Man Public Transport .
- 1.2 The term "fueller/cleaner/driver" means an employee who is engaged to clean the interior and exterior of buses, fuel; check for oil, coolant, screenwash etc, to operate the bus wash in connection with public service and other Department vehicles, and position vehicles within the depot. He will carry out a superficial visual check of external condition, lights etc. He will hold a driving entitlement for a bus, but not necessarily a full PPV licence, and be capable and prepared to drive buses on the public highway when necessary.
- 1.3 All reference to the masculine may also read for the feminine and vice versa.
- 1.4 Any alterations to these conditions except where explicitly shown or individually agreed shall be subject to three months' notice on either side.

## **2. GUARANTEE**

Employees covered by the Agreement shall be guaranteed payment for their contracted hours (normally 37 but variable on appointment) hours each week exclusive of meal breaks. The guarantee is subject (inter alia) to the following provisions:-

- 2.1 That the employee is, during rostered working hours, capable of and available for work at the appointed times and shall have completed the duties allotted to him on each day.
- 2.2 That the employee is, during rostered working hours, willing to perform services outside his normal duties which in the circumstances he could reasonably be asked to perform.
- 2.3 That the employee will clock-in at the beginning of each working day and clock-out at the end of the working day using the time clock and cards provided. Payment will be made from the clock cards. Failure to clock-out at the end of the working day could lead to the loss of some payment for that day.
- 2.4 The 30 minute unpaid meal break shall be taken during each shift at a mutually convenient time.

### **3. RATES OF PAY AND PAY ARRANGEMENTS**

- 3.1 Pay rates as at 21 May 2013 for existing fueller/cleaner/drivers are £12.32 per hour basic rate and £17.84 per hour enhanced rate. The basic hourly rate shall apply for any and all hours worked on Mondays to Fridays. The enhanced rate shall apply on Saturdays, Sundays and Public Holidays.
- 3.2 From the date of this agreement all new fueller/cleaner/drivers will be paid at £8.00 per hour for all hours worked.
- 3.3 Pay rates will be subject to annual review and effective from 1 April each year.
- 3.4 The weekly payroll operates on a Monday to Sunday basis. From the effective date of this agreement wages will be paid monthly by BACS. Arrears to be paid one month following. Existing employees will retain their current pay arrangements.

### **4. HOURS OF WORK**

- 4.1 The normal working week will run from Monday to Saturday and the paid hours under section 2 shall include signing on and signing off time. The working week shall consist of the days shown on the rota at Appendix 1.
- 4.2 Each rota line will show clearly by reference to a duty schedule the attendance times required of each cleaner and his rest days.

### **5. OVERTIME**

- 5.1 All time in excess of the guarantee shall be paid at the rate appropriate to the day in question.
- 5.2 Overtime will be worked only when authorised by the Garage Foreman or Bus Maintenance Manager. In the absence of these individuals, the depot operations supervisor will be empowered to authorise additional hours of duty.

### **6. CLOTHING ALLOWANCE**

- 6.1 Each fueller / cleaner / driver shall be entitled to receive the following items annually:
  - 1 pair of work trousers
  - 1 work jacketThe clothing issue will be made annually during September.
- 6.2 Each fueller/cleaner/driver shall receive an annual clothing allowance in September each year. As at 21 May 2013 this is £124.15. Fueller/Cleaner/Drivers must use this to purchase additional workwear including safety footwear. The purpose of this allowance

is to ensure that a serviceable pair of safety boots or shoes is available. Failure to have appropriate footwear available when on duty shall deem the individual unfit for duty.

- 6.3 Appropriate waterproofs, high visibility vests and other safety items are issued as necessary and must be worn as instructed.

## **7. ANNUAL HOLIDAYS**

7.1 Annual Holidays are paid at the rate of 37 hours per week at the rostered weekly rate appropriate to the individual. Odd days are paid at the rate applicable to the day.

7.2 The holiday year shall run from 1<sup>st</sup> October. 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 forfeit unless a prior application for extended holiday leave has been granted. No payment in lieu of holidays will be made.

7.3 Annual holiday entitlement shall be on the following scale:

Less than 5 years service: 20 days holiday.

For each additional 3 years of continuous service 1 day additional holiday entitlement shall be granted for each holiday year up to a maximum of 24 days.

7.4 Staff with less than one complete year's service shall be subject to the entitlement as set out in clause 7.4<sup>5</sup> below.

7.5 Holiday entitlement for part year service shall be accrued at the rate of 1½ days for each complete calendar month.

7.6 On cessation of employment with Public Transport, staff shall be entitled to the full balance of any holidays outstanding as shown in the above paragraphs of this section. This shall be liable to alteration only in the event of staff being dismissed under the provisions of the agreed disciplinary procedure for monetary reasons when, subject to proper cause being proven, monies may be withheld.

7.7 Any employee who has been granted and who has taken holidays over and above their due entitlement and then leaves the employment of Public Transport shall be required to make the appropriate refund. Such refund will be withheld from any monies due to him on the termination of his employment.

7.8 Application for Annual Holidays must be made in writing to the Bus Maintenance Manager on the prescribed form. Applications shall be considered on a first come first served basis, and Public Transport shall determine at its sole discretion having regard to the requirements of the service how many applications may be granted for any given week.

7.9 An employee who is certified by a medical practitioner as being ill whilst on annual holiday shall be entitled to holidays in lieu of such up to the individual's entitlement.

## **8. PUBLIC HOLIDAYS**

8.1 There shall be an entitlement to one day's holiday 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
- May Day
- Late Spring Bank Holiday
- Senior Race Day
- Tynwald Day
- August Bank Holiday
- Christmas Day
- St Stephen's Day
- Any other day declared by the Isle of Man Government as a Public Holiday after the date of this Agreement.

8.2 Additionally each employee shall be entitled to an additional concessionary day holiday which shall be nominated by management and fall between St Stephens Day and New Years Day. Where operational flexibility permits the date of this may be agreed between management and the employee.

8.3 Any employee who is required to work on any Public Holiday shall be entitled to the full duty hours at the appropriate rate subject to all conditions relating to attendance at work etc listed in 2.1 above. Additionally, the employee so working shall accrue lieu leave to the value of the duty hours. Clauses 8.4, 8.5 and 8.6 apply to Lieu days.

8.4 Where a Public Holiday falls on a Saturday or Sunday, the next normal working day shall be recognised as the holiday.

8.5 An employee who is sick on a Public Holiday shall not be entitled to a holiday in lieu of such Public Holiday.

8.6 If a Public Holiday arises when an employee is on Annual Leave that employee shall accrue one day in lieu.

8.7 Payment in respect of Lieu days shall be one day at the appropriate rate of pay for the day.

8.8 Application to take a day in Lieu must be made in writing to the Bus Maintenance Manager on the prescribed form. Applications shall be considered on a first come first served basis, and Public Transport shall determine at its sole discretion having regards

to the requirements of the service how many applications may be granted for any given day or days.

## **9. TERMINATION OF EMPLOYMENT**

### **9.1 By Public Transport:**

Less than 2 years complete service	two 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.

### **9.2 By the employee:**

Notice to leave the employment of Public Transport shall be by the employee giving at least two weeks' notice in writing to the Bus Maintenance Manager.

### **9.3 In the event of certain types of Gross Misconduct, summary dismissal may apply and the above notice requirement may be waived.**

## **10. ATTENDANCE AT WORK AND OTHER MATTERS**

10.1 Where a duty commences before 0800hrs an employee must report within one and a half hours that he will be taking up duty at an agreed later time or that he will be off duty due to illness, otherwise he will be booked off duty for that day.

10.2 Where a duty commences after 0800hrs an employee must report within 1 hour that he will be taken up duty at an agreed later time or that he will be off duty due to illness otherwise he will be booked off duty for that day.

10.3 An employee shall not be entitled to claim an allowance under the sick pay scheme except for reasons acceptable to management as being justifiable at the time the claim is made. This is only to take account of any special circumstances arising through illness which prevents an employee from notifying management or supervisory staff within the aforesaid time limits.

10.4 If the duty concerned cannot be covered, an off duty fueller/cleaner/driver may be offered the duty provided it is considered necessary to call in a replacement. If no off duty fueller/cleaner/driver is available other employees may be used.

10.5 All absence due to illness must be covered by self-certification procedures and / or doctor's certificate. In the absence of a doctors certificate being submitted on the first day of absence covering that or any other days of absence, an employee must indicate to Management (if such is the case) that illness is likely to result in the possibility of non-attendance for duty extending up to 3 days. This provision is intended to cover initial / advance notification to Management of the possibility of the employee concerned being absent for up to 3 days in the first instance. Initial / advance



notification to Management will be subject to further notification to Management of any absence which extends beyond the period of absence notified in the first instance.

10.6 Subsections 10.1 and 10.2 covers failure to report absence from duty i.e.

'unauthorised absence' subsection 10.3 affords some flexibility around the need or otherwise to report absence on a daily basis in the case of sickness. An employee shall not be entitled to claim an allowance except for reasons acceptable to Management as being justifiable at the time the claim is made. This is only to take account of any special circumstances arising through illness which prevents an employee from notifying Management within the aforesaid time limits.

10.7 Management can require an employee to produce a doctors' certificate / statement covering any day/s of absence through illness in order to establish entitlement to claim sickness benefit / allowance and / or deal with any circumstances of alleged abuse of the self-certification procedures. This provision is not intended and therefore does not prevent an employee (who has given advance notice under the provisions of that subsection) from returning to work at an earlier date / time if the employee concerned recovers from self-certificated illness earlier than originally anticipated. Neither should any employee construe this note on returning to work earlier than anticipated as imposing any obligation on an employee to return to work before the employee concerned is fit to do so. In this respect, all employees are reminded of the fact that self-certification procedures are not to be regarded as indicating that there is no requirement to obtain proper medical advice during periods of self-certification. Employees must not unduly delay obtaining medical advice from a general practitioner and should act on that advice accordingly.

## **11. SICKNESS AND SICK PAY**

11.1 Sickness benefit shall be paid in accordance with the provisions of the Sickness Scheme.

11.2 The procedures for reporting sickness are detailed in Paragraphs 10.1 to 10.3 above.

11.3 Any employee who by his pattern of uncertified sickness absence gives grounds for concern may be asked to attend a medical practitioner appointed by Public Transport to determine the cause. This will not be done until the employee has been afforded the opportunity of discussing the issue with the Bus Maintenance Manager or his delegated deputy.

11.4 In certain circumstances, Public Transport may require that the employee provides a doctors' certificate for periods of sickness absence of less than a week. In such

circumstances a self-certification form will not be required. Any absence through ill health which extends beyond a week must be covered by a medical certificate signed by a medical practitioner.

- 11.5 Certified and Uncertified Sickness will be paid at the normal Monday to Friday hourly rate subject to the above.

## **12. MATERNITY LEAVE**

Maternity benefits shall be paid in accordance with the provisions of the Maternity Leave Scheme.

## **13. SPECIAL LEAVE**

- 13.1 Special Leave without loss of scheduled earnings will be granted for attendance at meetings of the Joint Consultative Committee / Negotiating Committee but the Department will not reimburse subsistence or travelling expenses.
- 13.2 If called for Jury Service, Public Transport shall guarantee to ensure that payment will be made at 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.
- 13.3 A member of staff 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 employee will not suffer any loss of earnings (exclusive of overtime), but Public Transport shall take into account any payment made in respect of such duties when assessing the allowance.
- 13.4 Periods of Special Leave with pay will 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
- 13.5 An extension to the normal period of 3 days may be appropriate on the death of a parent, parent in law, husband, wife, child or sibling when long or difficult travelling is involved.
- 13.6 Paternity Leave with pay would be appropriate up to a maximum of 5 days in any 5 year period and also in special circumstances in connection with care of young children and for other valid reasons on compassionate grounds. Leave granted under this clause is granted at the discretion of Management.
- 13.7 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 13.4 above. This will not apply to cases of family bereavement as outlined in 13.5 above but will apply in all other cases of "compassionate" or "humanitarian" leave. Leave granted under this Clause is granted at the discretion of Management.

13.8 Application for Special Leave must be made to the Bus Maintenance Manager on the appropriate form.

**NOTE:** Sections 11, 12 and 13 shall be paid in accordance with the Memorandum of Agreement, of The Whitley Council for the Isle of Man Public Service (Manual Workers).

#### **14. TRADE UNION MATTERS**

14.1 Public Transport recognises the right of individuals to decide whether or not to become a member of a trade union. Management will recognise accredited Trade Union or locally elected representatives for fueller/cleaner/drivers and employees may consult these on any queries or problems they might have.

14.2 Subject to prior application submitted in writing to the Director, staff representatives shall be permitted to attend approved Trade Union courses. This guideline may be varied in special circumstances.

14.3 Requests for time off work for Trade Union duties or activities must be made in writing to the Bus Maintenance Manager. Requests should be received normally at least 10 days prior to the date of the activity.

14.4 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.

14.5 A Staff Representative attending a meeting convened by Management outside normal working hours shall receive a minimum payment of 4 hours at base rate. A Staff Representative attending a meeting convened by Management during a holiday period shall receive 1 day in lieu .

#### **15. PENSIONS**

Superannuation benefits shall be in accordance with the provisions of Isle of Man Government Unified Scheme 2011 and membership in the Standard Section is

automatic from your first day of service/employment. The scheme is administered by the Public Sector Pensions Authority (PSPA).

## **16. RETIREMENT**

The age of retirement is 65.

## **17. PART TIME EMPLOYEES**

Part time employees, i.e. employees contracted to work for less than 37 hours per week, will be paid for actual hours worked at the appropriate rate.

## **18. DIVISIONAL PREMISES**

- 18.1 A maximum speed of 10pmh must not be exceeded within the confines of the Banks Circus Transport Headquarters site or any other premises controlled by Public Transport. This applies equally to buses and any other vehicles.
- 18.2 The maximum permitted speed within the maintenance and washing areas is 5pmh.
- 18.3 Permits for parking are required for any employee who wishes to part 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. Employees are not permitted to park personal vehicles within the confines of the Banks Circus site unless an authorised permit is displayed in the windscreen. Vehicles must be parked within designated parking bays. No other personal vehicle is to be parked on the premises.
- 18.4 Any personal property of any employee is brought onto or left on the premises entirely at the risk of the employee and Public Transport cannot be held liable for any loss or damage to employees' property howsoever caused.

## **19. SMOKING POLICY:**

Employees must comply with legislation (the Public Health (Tobacco) Act 2006) and any additional provision provided by policy by the Isle of Man Government or Department.

## **20. DRUG AND ALCOHOL POLICY**

Employees must comply with the Isle of Man Government Drug and Alcohol Policy

Bus Fueller/Cleaner/Driver roster

Appendix 1

Tony  
Eric  
Ken  
Gordon

	Start	Finish	Overall	Meal	Paid
Monday	E 09:15	19:00	09:45	00:30	09:15
	L 14:30	00:15	09:45	00:30	09:15
	R 09:00	15:00	06:00	00:30	05:30
Tu to Th					
E 09:15	19:00	09:45	00:30	09:15	
L 14:30	00:15	09:45	00:30	09:15	
R 09:00	15:00	06:00	00:30	05:30	
Fri					
E 09:15	19:00	09:45	00:30	09:15	
L 14:30	00:15	09:45	00:30	09:15	
R 09:00	15:00	06:00	00:30	05:30	
Sat					
E 09:15	19:00	09:45	00:30	09:15	
L 14:30	00:15	09:45	00:30	09:15	
Sun					
L 16:00	00:00	08:00	00:30	07:30	

	M	T	W	Th	F	Sa	Su
1			E	E	E	E	
2	E	E			L	L	
3	L	L	L	L			L

Rota Hours							
M	T	W	TH	F	SA	SU	
00:00	00:00	09:15	09:15	09:15	09:15	00:00	
09:15	09:15	00:00	00:00	09:15	09:15	00:00	
09:15	09:15	09:15	09:15	00:00	00:00	07:30	

Week	
37.00	
37.00	
44.50	

Basic	Enh	OT
27.75	9.25	0.00
27.75	9.25	0.00
37.00	0.00	7.50
92.50	18.50	7.50

R	R	R	R	R	R		
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05:30	05:30	05:30	05:30	05:30	00:00	00:00
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27.50
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27.50	0.00	0.00
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