

**Department of Tourism and Leisure**

**Public Transport Division**

**Isle of Man Transport**

**SKILLED AND SEMI-SKILLED BUS MAINTENANCE STAFF**

**CONDITIONS AGREEMENT**

*This document is intended to bring together all existing agreements and understandings applicable to the above and is correct at February 18, 2004.*

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

**1. DEFINITIONS**

1.1 This Agreement applies to staff employed to maintain Isle of Man Transport's bus fleet.

1.2 The term 'skilled maintenance worker' means an employee exceeding the age of 19 years who has served and completed a skill based apprenticeship or the equivalent to the trade in which he is employed and is capable of doing and may be required to do any overhaul, repair and/or maintenance work in connection with public service vehicles without supervision.

1.3 All references to the masculine may also read for the feminine and vice versa

1.4 The Appendices "A" to "E" attached hereto form part of the agreement

1.5 Any alterations to these conditions except where explicitly shown or individually agreed shall be subject to three months' notice on either side.

## **2. GUARANTEE OF HOURS WORKED**

Full-time employees covered by this Agreement (including persons employed seasonally on a full working week in like grades) shall be guaranteed payment for 37 hours each week. This guarantee is subject (inter alia) to the following provisions:-

- (i) That the employee is, during normal working hours, capable of and available for work at the appointed times and shall have completed the duties allotted to them on each day.
- (ii) That the employees are, during normal working hours, willing to perform any services outside their usual occupation, which in the circumstances they could reasonably be asked to perform during any period when work is not available for them in their usual occupation in the undertaking.
- (iii) That in the event of employees being absent for a part of a week for reasons which are accepted as justifiable by the Department they shall be guaranteed, for the remainder of that week (subject to otherwise fulfilling their obligations) pay to the extent of the duties previously allocated to them for the remainder of that week.
- (iv) 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.
- (v) No deduction will be made from pay for the first 15 minutes recorded as late reporting each day, but time over this 15 minutes will be deducted. Staff reporting late will nevertheless be liable to action under the disciplinary code.
- (vi) Failure to "clock out" at the end of the working day could lead to the loss of some payment for that day.

## **3. RATES OF PAY**

*Check what Education do*

- 3.1 For the purpose of revisions to basic agreed hourly rates, the analogue for all staff covered by this agreement shall be any per centage review awarded to employees covered by the Whitley Council Agreement.
- 3.2 In the event of semi-skilled staff being employed at any given time, the rate of pay shall be determined in line with job requirements and as a percentage of the skilled staff rate of pay.
- 3.3 An agreed higher rate of pay shall apply to all hours worked outwith the normal 37 hours detailed below subject to the employee having worked 37 hours or being absent for reasons acceptable to management including holiday, public holiday, certified sickness or any other authorised absence from work.

#### 4. HOURS

- 4.1 The normal working week shall consist of 37 working hours between 0800 hrs and 1600 hrs on Monday to Thursday and between 0800 hrs and 1530 hrs on Friday with a half hour unpaid meal break.
- 4.2 A minimum of two members of staff covered by this agreement who must be Mechanical Fitters or Electricians shall report for duty each day at 0700 hrs and work until 1430 hrs Monday to Thursday and 1400 hrs on Friday inclusive of a paid 30 minute meal break. This meal break is to be taken at any flexible time within the paid duty time.

#### 5. OVERTIME

- 5.1 Overtime shall be time worked outside the above hours.
- 5.2 Should it be necessary to ask a member of Bus Engineering Staff to attend a breakdown outside the working day, a minimum payment of 4 hours at the higher rate will be made, and any work over and above 4 hours will continue to be paid at the same rate. Attendance at a breakdown in excess of four hours shall be entitle staff attending a paid break of 30 minutes.
- 5.3 All overtime shall be voluntary, and payment for attendance at a breakdown shall be dependent on the individual being prepared to attend as requested. The prescribed form must be completed before any claim for all out can be paid.
- 5.4 Overtime is paid at the Higher Rate as defined in a. 3.3 above.

## 6. ANNUAL HOLIDAYS

- 6.1 Annual holidays are paid at the rate of 37 hours per week at the basic hourly rate appropriate to the individual.
- 6.2 The holiday year shall run from the first Monday in April. 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 allocated or lost unless a prior application for extended holiday leave has been granted. No payment in lieu of holidays will be made.
- 6.3 Annual holiday entitlement shall be on the following scale:
- 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).
- 6.4 Staff with less than one complete year's service shall be subject to the entitlements as set out in clause 6.5 below
- 6.5 Holiday entitlement for part year service shall be accrued at the rate of 2 days for each completed calendar month.
- 6.6 On cessation of employment with Isle of Man Transport, staff shall be entitled to the full balance of any holidays outstanding as shewn in the above clauses of section 6. 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 monetary reasons when, subject to proper cause being proven, moneys may be withheld.
- 6.7 Prior employment with Government or the Department from time to time responsible for Isle of Man Transport will not be regarded as Continuous Employment unless specifically agreed beforehand.
- 6.8 Any employee who has been granted and who has taken holidays over and above their due entitlement and then leaves the employment of Isle of Man Transport 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.
- 6.9 An employee who is certified by a medical practitioner as being ill whilst due or on Annual Holiday shall be entitled to holidays in lieu of such annual holidays up to the maximum of six weeks or 30 days.
- 6.10 Application for Annual Holidays must be made in writing to the Head of Buses on the prescribed form and handed to the Garage Foreman. Applications shall be considered on a first come first served basis, and Isle of Man 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.
- 6.11 Payment in respect of Annual Holidays shall be 7 hours 24 minutes at the basic Monday to Friday hourly rate applicable to the individual per diem and 37 hours at the same rate per week.

## 7. PUBLIC HOLIDAYS

7.1 There shall be an entitlement to one day's holiday at the agreed rate of pay for each of the following days which, for the purpose of this agreement are regarded as Public Holidays:

- New Year's Day
- January 2<sup>nd</sup>
- Good Friday
- Easter Monday
- May Day
- 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.

7.2 Any employee who is required to work on any public holiday shall be entitled to the full duty hours at the higher rate subject to all conditions relating to attendance at work etc. Listed in 2(ii) above. Additionally, the employee so working shall accrue one day's holiday in lieu. Clauses 6.6, 6.7 and 6.8 apply to Lieu Days.

7.3 Where a public holiday falls on a Saturday or Sunday, the next normal working day shall be recognised as the holiday.

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

7.5 If a Public Holiday arises when an employee is on Annual Leave, that employee shall accrue a day off in lieu of said Public Holiday

7.6 Payment in respect of Lieu Days shall be 7 hours 30 minutes at the basic Monday to Friday hourly rate applicable to the individual.

7.7 Application to take a Day in Lieu must be made in writing to the Head of Buses on the prescribed form and handed to the Garage Foreman. Applications shall be considered on a first come first served basis, and Isle of Man Transport 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.

## **7. APPRENTICE TRAINING AGREEMENT**

Where Isle of Man Transport at its sole discretion wishes to engage an Apprentice Tradesman, he shall be paid as follows:

- 1st Year - 45% of skilled maintenance workers rate of pay.
- 2nd Year - 60% of skilled maintenance workers rate of pay.
- 3rd Year - 70% of skilled maintenance workers rate of pay.
- 4th Year - 80% of skilled maintenance workers rate of pay.

In every case, advancement from one rate to the next shall be subject to satisfactory progress.

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

- 8.1 An employee must notify Management before rostered/normal duty starting time, or within 1 hour after the rostered or normal time the employee concerned is expected to report for work, giving the reasons for inability to report for duty and (1) request permission from Management to commence duty at an agreed later time on the day in question if such is the case, or (2) inform Management of inability to report for duty during any part of the day in question or days likely to be affected by further inability to report for duty due to reasons of illness etc. Failure on the part of the employee to give adequate notice of day/s or part of a day actually (or likely to be) affected by inability to report for duty will be deemed 'unauthorised absence' and will result in loss of pay.
- 8.2 All absence due to illness must be covered by self-certification procedures and/or doctors 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 three days. This provision is intended to cover initial/advance notification to Management of the possibility of the employee concerned being absent for up to three 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 - see subsection (d).
- 8.3 Subsection 8.1 covers failure to report absence from duty i.e. 'unauthorised absence' subsection 8.2 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.
- 8.4 Employees are instructed to note that self-certification procedures do not over-ride the provisions of section 18(a) of the sick-pay scheme. 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.

## **9. SICKNESS AND SICK PAY**

- 9.1 Sickness benefit shall be paid in accordance with the provisions of the Sickness Scheme which is set out as APPENDIX "A" to this Agreement.
- 9.2 The procedures for reporting illness are detailed in para. 8.1 above
- 9.3 Any employee who by his pattern of uncertified sickness absence gives grounds for concern may be asked to attend a medical practitioner appointed by Isle of Man Transport to determine the cause. This will not be done until the employee has been afforded the opportunity of discussing the issue with the Head of Buses or his delegated deputy.
- 9.4 In certain circumstances, Isle of Man Transport may require that the employee provides a Doctor's 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.
- 9.5 Certified and Uncertified Sickness will be paid at the normal Monday to Friday hourly rate appropriate to the individual subject to all of the above and to compliance with Appendix "A".

## **10. MATERNITY LEAVE**

Maternity benefits shall be paid in accordance with the provisions of the Maternity Leave Scheme which is set out as APPENDIX 'A' to this Agreement. (Sick Pay Scheme)

## **11. DISCIPLINE PROCEDURES**

Discipline procedures will be in accordance with the Code of Practice set out as APPENDIX 'C' to this Agreement.

## **12. GRIEVANCE PROCEDURES**

Grievance procedures will be in accordance with the Code of Practice set out as APPENDIX 'B' to this Agreement.



### 13. TRADE UNION MATTERS

- 13.1 Isle of Man Transport will recognise the right of individuals to decide whether or not to become a member of a trade union. For this purpose, Isle of Man Transport recognises the Transport and General Workers' Union. There are two accredited Trade Union representatives for garage staff and employees may consult either person on any queries or problems they might have.
- 13.2 If agreement is not reached between Management and the accredited representatives on any matter, reference shall be made to the appropriate full time officers of the Union.
- 13.3 Subject to prior application submitted in writing to the Director, staff representative shall be permitted to attend approved Trade Union Courses. This guideline may be varied in special circumstances.
- 13.4 Requests for time off work for Trade Union duties or activities must be made in writing to the Head of Buses. Requests should be received normally at least 10 days prior to the date of the activity.
- 13.5 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. SPECIAL LEAVE

- 14.1 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.
- 14.2 If called for Jury Service, the employee must claim the appropriate allowance from the Court for loss of earnings. Isle of Man Transport shall guarantee to ensure that any such moneys 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.
- 14.3 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 driver will not suffer any loss of earnings (inclusive of rostered overtime), but Isle of Man Transport shall take into account any payment made in respect of such duties when assessing the allowance.
- 14.4 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.
- 14.5 An extension to the normal period of 3 days will usually be appropriate on the death of a parent, parent in law, husband, wife, child or sibling when long or difficult travelling is involved.
- 14.6 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 any other valid reason on compassionate grounds. Leave granted under this clause is granted at the discretion of Management.
- 14.7 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. This will not apply to cases of family bereavement as outlined in 12.4 and 12.5 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.
- 14.8 Time off for medical, dental, optical and other appointments may be granted without loss of pay only if to do so does not involve the Department in additional expense. The availability of staff to cover the Department's requirements and exigencies of the service shall be the key to this.
- 14.9 Application for Special Leave must be made on the appropriate form available from each depot office.

**15. TRAFFIC AND FUELLING DUTIES**

15.1 Staff covered by this agreement who are in possession of a PSV or PPV Driver's Licence may be asked from time to time to assist with the coverage of Traffic, cleaning or fuelling requirements either within or outwith the normal working day. Requests during the working day shall be covered by clause 2 (ii) above. Any work outwith agreed normal working hours shall be classed as Voluntary Overtime.

15.2 When engaged on such duties, the rate of pay appropriate to the individual shall apply.

15.3 When engaged on Traffic, Fuelling or other Duties, all the terms of the Agreement except those relating to payment (including whether meal breaks should be paid) relating to those duties shall apply.

**16. PENSIONS**

Superannuation benefits shall be in accordance with the provisions of Isle of Man National Transport Limited Pension Scheme 1978 - See Appendix 'D' to this Agreement.

**17. RETIREMENT**

The normal age of retirement is 65

**18. TERMINATION OF EMPLOYMENT**

By the Employer

- Less than 2 years service - two weeks notice.
- 2 years or more but less than twelve years ) - one week's notice for each year of continuous service.
- 12 years or more ) - not less than 12 weeks notice.

By the Employee

- Less than 2 years service - one week's notice.
- Over two years service - two week's notice.

Note: An employee can be summarily dismissed without notice for gross misconduct or misbehaviour - see Appendix "C" (Disciplinary Procedure).

## 19. PAY ARRANGEMENTS

- 19.1 The pay week is reckoned as Monday to Sunday in respect of calculating entitlement to overtime. In all other matters, the pay period is reckoned as a Calendar month and wages are paid on the 25<sup>th</sup> of each month as outlined below.
- 19.2 For those whose wages are paid by cheque, this will be available for collection on the 25<sup>th</sup> of each month or the last working day before the 25<sup>th</sup> if the 25<sup>th</sup> is a non - banking day or as otherwise applicable for all other employees of Isle of Man Government.
- 19.3 For those whose wages are paid monthly, this will be in the form of a BACS transfer made normally so that funds are available in the individual's account by the 25<sup>th</sup> of each month or the last working day before the 25<sup>th</sup> if the 25<sup>th</sup> is a non - banking day or as otherwise applicable for all other employees of Isle of Man Government.

## 20. CLOTHING ALLOWANCE

- 20.1 Staff covered by this agreement shall be entitled to a clothing allowance payable annually on September 1<sup>st</sup>. The purpose of this allowance is to ensure that staff are equipped with suitable Safety footwear, and the provision of the allowance is conditional on at least one pair of safety work shoes or boots being obtained.
- 20.2 The allowance is paid in the form of a voucher or official Government Order issued in respect of a designated supplier. No cash payment shall be made in lieu of clothing, and if the individual wishes to obtain garments in excess of the value provided, any difference must be paid by the employee direct to the supplier.
- 20.3 The allowance may be used only for workware and the items supplied must be used wholly or principally in the course of the employee's duties with the Department.
- 20.4 The clothing allowance (£94.95 per annum at September 2003) shall be reviewed annually in line with any change to the basic hourly wage in per centage terms under clause 3.1 above.
- 20.5 Isle of Man Transport shall supply suitable overalls, high visibility vests etc. Isle of Man Transport shall be responsible for the cleaning of overalls. High visibility vests (or other high Visibility clothing) will be replaced as needed for reasons of Health & Safety.
- 20.6 It is recognised that staff will wish to use their own hand tools. Whilst Isle of Man Transport will make every effort to ensure the security of the Workshop, it is the responsibility of the owner of any tools to ensure that they are locked away carefully when not in use.

## **22. PRIVATE USE OF DEPARTMENTAL FACILITIES**

- 22.1 Any staff wishing to use facilities owned by the Department must make Application to the Bus Workshop Foreman on the prescribed form. Details of the nature of the work to be done, which employee(s) will attend, the equipment to be used and the date and time of the work must be provided. Permission may be granted but Isle of Man Transport reserves the right at its sole discretion to prohibit a particular activity or individual from participating.
- 22.2 It is accepted that any employee using the Department's facilities for personal use does so at his own risk, and no commercial activity is to be undertaken under any circumstances.
- 22.3 Any employee working on Government premises on his own account or otherwise must comply with all Health & Safety requirements from time to time in force.
- 22.4 No materials, including cleaning materials, oil or fuel are to be used under any circumstances.

## **25. PART TIME EMPLOYEES**

Part-time employees i.e. employees contracted to work for less than 37 hours per week, will have entitlement to the appropriate weekly wage, holiday and other benefits (set out above) calculated on a pro rata basis - by reference to the job title in the first instance.

## **26. GARAGE FOREMAN**

When a Garage or Bus Workshop Foreman is employed, he will be governed by all of the conditions in this agreement. The rate of pay applicable to such foreman shall be enhanced by 10%

## **27. DIVISIONAL PREMISES**

- 27.1 A maximum speed of 10 mph must not be exceeded within the confines of the Banks Circus Transport Headquarters site or any other premises controlled by Isle of Man Transport. This applies equally to buses and any other vehicle.
- 27.2 Permits for parking are required for any employee 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. No other personal vehicle is to be parked on the premises.
- 27.3 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

APPENDIX 'A'

**ISLE OF MAN TRANSPORT BUS DIVISION**

**SCHEME FOR SICKNESS AND MATERNITY LEAVE**

**SICKNESS SCHEME PROVISIONS**

**1. APPLICATION**

- (a) This is a scheme to supplement State Insurance Benefit by the payment of allowances during absence from work through sickness, disease or disablement arising either in the normal course or through accident not associated with employment with Isle of Man Transport (hereinafter called 'normal sickness'), or out of and in the course of such employment, but not attributable to an employee's own misconduct (hereinafter referred to as 'industrial disease or accident'). Absence shall be regarded as due to industrial disease or accident when it accords with the provisions of Paragraph 25.
- (b) The Scheme is intended to secure that, during such absence and for the periods referred to in Paragraph 5, the employee shall receive by way of the allowance and State Insurance Benefit not more than the sum of his normal earnings, as defined in Paragraph 7. Any other state benefit or pension which an employee would receive when at work is not affected by this Scheme.

**2. CONDITIONS FOR ADMISSION TO SCHEME**

**(a) Medical Examination**

- (i) As a condition of admission to the Scheme, Isle of Man Transport may require an employee, on engagement, to submit to a medical examination by a registered medical practitioner nominated by Isle of Man Transport and to be recommended by such medical practitioner for admission, provided that this condition shall not apply to an employee who had, prior to the commencing date of this Scheme, been admitted to the Whitley Council Manual Workers Scheme and had remained continuously employed with a Public Authority. Isle of Man Transport shall notify the employee in writing, if after such a medical examination, he is not admitted to the Scheme.
- (ii) In the absence of such a requirement or such a notice by Isle of Man Transport, an employee shall be deemed to be admitted to the Scheme subject to his having established the qualification for benefit referred to in Paragraph (b) below.

**(b) Service**

- (i) The following shall count for service for the purpose of qualifying for entitlement:-
  - a) Service with any Public Authority to which the Superannuation Interchange Rules apply.
  - b) Periods of unpaid sickness absence or other unpaid leave of absence so long as the engagement continues.
- (ii) 'Service' means continuous service, save that a break in service of less than 6 weeks shall be disregarded. If any one break in service extends to more than six weeks, service prior to such break and any other service which has been disallowed for the purpose of sick pay entitlement shall not be taken into account for the purpose of calculating continuous service.
- (iii) Any break in service before taking up employment with Isle of Man Transport must not exceed six weeks.

**3. SICKNESS AND ACCIDENT ALLOWANCES TO BE TREATED AS SEPARATE ENTITLEMENTS**

The allowances in respect of (a) normal sickness and (b) absence due to industrial disease or accident are entirely separate, and periods of absence in respect of one shall not be set against the other for the purpose of Paragraph 6 of the Scheme.

**4. EMPLOYEES EXCLUDED FROM THE SCHEME ON MEDICAL GROUNDS**

Where an employee, excluded from the Scheme on medical grounds, is absent due to industrial disease or accident, the employee shall be entitled to an allowance as if he or she had been admitted to the Scheme.

## 5. ALLOWANCE

(a) Within any span of twelve months payment of allowance shall be for the following periods according to length of service:

- During 1st year of service - 1 month's full pay and (after completing 4 month's service) 2 month's half pay.
- During 2nd year of service - 2 month's full pay and 2 month's half pay.
- During 3rd year of service - 4 month's full pay and 4 month's half pay.
- During 4th and 5th years - 5 month's full pay and 5 month's half pay
- After 5 years - 6 month's full pay and 6 month's half pay.

provided that Isle of Man Transport may, at its discretion, extend the period of allowance in an individual case if the circumstances so justify.

(b) In the case of 'full pay' periods the allowance shall be of an amount which, when added to:

- (i) Sickness benefit receivable under the I.o.M. Social Security Acts;
- (ii) compensation payments under the Workmen's Compensation Acts and/or the Employers' Liability Acts; or
- (iii) any payments under any Acts amending, altering or affecting those Acts or at Common Law.

will secure to the employee the equivalent of his normal weekly earnings as defined in Paragraph 7 of the main agreement.

(c) In the case of 'half pay' periods the allowance is:

- (i) where an employee is entitled to State Insurance Benefits, a sum equal to half normal earnings as defined in Paragraph 7 plus an amount equivalent to the State Insurance Benefits entitlement and other benefits receivable under Paragraph 5(b) (ii) and (iii), so long as the total sum does not exceed normal earnings as defined in Paragraph 7.

**Note:** The words 'state insurance benefit' and 'sickness benefit' shall be deemed to include invalidity benefit under the I.o.M. Social Security Acts, where receivable.

## 6. CALCULATION OF PERIOD OF ALLOWANCE

(a) The period during which the allowance shall be paid in respect of any period of absence shall be ascertained by deducting from the employee's entitlement any period, or the aggregate of periods, of paid absence during the twelve months immediately preceding the first day of absence. As provided in Paragraph 3 of this Appendix, sickness absence and absence due to industrial disease or accident shall be treated separately for this purpose.

(b) A period of absence due to injury sustained by an employee for which damages are recovered from a third party shall be treated in terms of Paragraph 16 of the Scheme.



## **7. NORMAL EARNINGS**

(a) For the purposes of this section normal earnings are earnings that would be paid during a period of normal working.

(b) Where an employee is conditioned to a working week of more than 37 hours as a normal feature of his employment, the normal weekly wage shall be the weekly rate ordinarily payable to him in respect of such a working arrangement.

(c) Where an employee on the day immediately prior to absence due to sickness is, and has been, receiving, for a period of not less than four consecutive weeks, a group or grade rate of wages which is higher than his normal rate of wages, such higher rate shall be taken as the normal weekly wage.

## **8. NATIONAL INSURANCE BENEFIT.**

The National Insurance Benefit to be taken into account for the calculation of allowance shall be the full benefit to which the employee is entitled on the basis that he has satisfied, so far as is possible, the contribution conditions and, so far as he is required by Isle of Man Transport to do so, the conditions for the reporting of sickness and the claiming of benefit under the relevant legislation. The employee shall be under an obligation to declare his entitlement to benefit and any subsequent alterations in his circumstances affecting such entitlement.

## **9. WIDOWS AND MARRIED WOMEN OPTING OUT OF NATIONAL INSURANCE**

Widows and married women exercising their right to be exempted from the payment of full rate National Insurance contributions shall be deemed to be insured in their own right for all National Insurance benefits detailed.

## **10. DISABLEMENT PENSIONS - TREATMENT ALLOWANCES**

Where an employee enters hospital and receives a treatment allowance, the dependency element only of the treatment allowance shall be taken into account for the calculation of the allowance and the employee's personal element shall be ignored.

## **11. WIDOWS, WIDOWED MOTHERS ALLOWANCE - N.I. CONTRIBUTIONS OPTIONS**

Where the total of State benefits paid to an employee exceeds the amount of benefits received by an employee during a week of full normal employment that excess shall be taken into account in calculating an allowance under the Sick Pay Scheme. However, where a widow or widowed mother has opted out of paying full National Insurance contributions the amount taken into account when calculating an allowance under the sick pay scheme will be the amount by which total state benefit receivable had full contributions been paid exceeds the benefit received by an employee in a week of full normal employment.

**12. EMPLOYMENT NOT ATTRACTING NATIONAL INSURANCE (HEALTH) CONTRIBUTIONS**

Where an employment does not attract a National Insurance contribution it shall nevertheless be regarded as attracting State Benefit for the purpose of calculating an allowance under the Scheme.

**13. EMPLOYEE WHOSE WIFE IS WORKING**

When, as a result of his wife being at work, a husband receives no allowance for her in the calculation of his State Benefit, only the benefit actually receivable shall be taken into account in the calculation of the allowance.

**14. SICKNESS DURING HOLIDAYS**

(a) Where an employee is receiving sickness pay the employee should continue to receive such pay if a public/privilege or extra-statutory holiday occurs during sick leave. Where an employee has exhausted entitlement to sickness pay, no payment should be made in respect of a public/privilege or extra-statutory holiday occurring during the period of sick leave.

(b) An employee absent on unpaid sickness leave is not entitled to payment in lieu of a public or extra-statutory holiday falling during such absence, save in the case of an employee excluded from this Scheme under Paragraphs 2(a) or 2(b) on medical grounds. An employee excluded on medical grounds shall be entitled to holiday pay in respect of public or extra-statutory holidays occurring during the portion of sickness absence in respect of which, had the employee been admitted to the Scheme, he or she would have received an allowance.

(c) An employee who falls sick during the course of annual leave shall be regarded as being on sick leave from the date of a doctor's statement and shall be entitled to take the balance of holiday at a later date after return to work, provided the balance of holiday is taken before the 31st March following the absence.

**15. EXCLUSION FROM BENEFIT**

- (a) An employee whose absence on account of sickness is due to or attributable to:
- (i) his own misconduct or
  - (ii) active participation in sport as a professional, or
  - (iii) injury whilst working in his own time on his account for private gain, or another employer.

shall not be entitled to an allowance under this Scheme, except at the discretion of Isle of Man Transport.

- (b) Where the absence is due to participation in sport as an amateur, the employee shall be entitled to an allowance. Where the employee is covered for this risk by a form of Insurance or other benefit which includes an element in respect of loss of wages, Isle of Man Transport shall be entitled, if desired, to take account of such element in assessing the allowance.

**16. ACCIDENT - THIRD PARTY CLAIM**

- (a) An employee who is absent as a result of an accident shall not be entitled to an allowance if damages may be receivable from a third party. In this event, Isle of Man Transport may, having regard to the circumstances of the case, advance to the employee a sum not exceeding the allowance provided under this Scheme, subject to the employee undertaking to refund, from any damages received, the total amount of such allowance or such part thereof as Isle of Man Transport may, having regard to the amount of damages recovered, determine after consultation with the employee or his representative.

- (b) In the event of an employee being dissatisfied at the determination by Isle of Man Transport, the matter be referred, either jointly or at the request of either party, to the Joint Secretaries of the Whitley Council for the Isle of Man Public Service (Manual Workers) for advice. Any period of absence in such a case where a refund of the monies advanced is made in full shall not be taken into account for the purpose of Paragraph 6 of the Scheme. Where however, the refund is made in part only, Isle of Man Transport may at its discretion decide to what extent, if any, the period of absence shall be taken into account for the purpose of Paragraph 6 above.

## 17. CERTIFICATION OF SICKNESS

- (a) An employee shall not be entitled to claim an allowance unless:
- (i) notification is made immediately to the officer prescribed for this purpose by Isle of Man Transport.
  - (ii) a further notification is furnished to Isle of Man Transport as may be required by it but not later than the fourth day of absence.
  - (iii) a doctor's statement is furnished to Isle of Man Transport not later than the eighth calendar day of absence.
  - (iv) subsequent doctor's statements are submitted to Isle of Man Transport at the same intervals as they are required for National Insurance purposes in those cases where sickness absence extends beyond the period covered by the initial statement.
  - (v) on return to work a statement is signed detailing the reasons for absence for all absences up to and including seven days.
- (b) In cases where the first doctor's statement covers a period exceeding fourteen days or where more than one statement is necessary the employee must, before returning to work, obtain a final statement as to his fitness to resume duties.

### **Notes:**

- (a) Production to Isle of Man Transport of the official statement(s) required by the Department of Health & Social Security shall be permissible.
- (b) Isle of Man Transport may, at its discretion, accept a statement of a Christian Science practitioner in a particular case according to its merits.
- (c) Absence on account of sickness on the day before or day following a public, extra-statutory or privilege holiday must be supported by a self-certificate.

**18. MEDICAL EXAMINATION DURING PERIOD OF ABSENCE**

(a) An employee shall, if required by Isle of Man Transport at any time submit to a medical examination by a registered medical practitioner nominated by Isle of Man Transport. In the event of a difference in medical opinion as to the employee's fitness for work, the matter shall, at the request of Isle of Man Transport, or of the employee, be submitted to an independent medical referee chosen jointly by Isle of Man Transport and the employee.

(b) In the event of the referee pronouncing the employee as fit to resume work, the allowance under the Scheme shall cease with effect from the date on which the referee determines that the employee should return to work.

**19. PAYMENTS NOT TO ADMIT LIABILITY UNDER WORKMEN'S COMPENSATION**

**ACTS, ETC.**

Any payment under this Scheme shall not be an admission of liability under the Workmen's Compensation Acts, the Employer's Liability Acts and Acts amending, altering or affecting those acts or at Common Law.

**20. PART-TIME EMPLOYEES**

(a) This Scheme shall apply also to a part-time employee in regular employment with Isle of Man Transport as the employee's sole employment.

(b) Isle of Man Transport may apply the Scheme to a part-time employee with other employment on such terms, including deduction of National Insurance benefit, as it may decide. This provision is not intended to exclude such part-time employees from the Scheme, but rather as a form of protection to Isle of Man Transport against the risk incidental to other employment and as cover for the position in relation to National Insurance benefits.

There will be a presumption in favour of inclusion in the Scheme if consent to other employment is given by Isle of Man Transport and if satisfactory arrangements are made with the other employer, if necessary, as to recovery of benefit for the days in respect of which allowance under the Scheme is paid: if the employee works for another employer concurrently and the employment is separate and distinct, there is a liability for the employee's contribution in each employment and the contributions are payable in each regardless of the amount paid in other employments. (Each employment has its own earnings period, for example weekly contributions may be paid in one and monthly contributions in the other). Where, however, an employee receives separate entitlements to State Insurance Benefit under more than one contract of employment, Isle of Man Transport will off-set any such payments only in respect of the contract(s) of employment with that employee to which it is a party. Where Isle of Man Transport decides not to admit such a part-time employee to the Scheme, notice in writing to that effect shall be given to him.

## **21. PERSONAL INJURY ALLOWANCE TO MERGE**

Any allowance under this Scheme shall be reduced by an amount equivalent to any monies received by an employee under any scheme made under the Personal Injuries (Emergency Provisions) Acts.

## **22. CONTACT WITH INFECTIOUS DISEASES, ETC. - PERSON DEEMED TO BE INCAPABLE OF WORK**

(a) An employee who is not incapable of work, but who is deemed in accordance with the Social Security Acts 1975-1982 to be incapable of work, shall be entitled to an allowance under the Scheme; for this purpose Paragraph 2(b) of this Scheme shall not apply.

(b) A period of absence on this account shall not be reckoned against the employee's entitlement to allowance during the absence due to normal sickness or industrial disease or accident.

## **23. VICTIMS OF CRIMES OF VIOLENCE**

(a) Where an employee is absent from work because of an injury in respect of which a claim will lie to the Criminal Injuries Compensation Board and where the employee is otherwise qualified to receive sickness and accident allowances in accordance with the Scheme, an accident allowance shall be disbursed to the employee without a requirement to refund any portion of it from any sum which the Compensation Board may award.

(b) Where an award has been made by the Compensation Board, Isle of Man Transport may discount, wholly or partly, the period of absence occasioned by the injury in calculating the employee's future entitlement to sickness and accident allowances as Isle of Man Transport may see fit on consideration of all the material circumstances.

### **Notes:**

Hospital Out-patients

Isle of Man Transport does not propose to make any regulations covering the payments to be made to employees required to attend hospital as out-patients after the expiration of periods of sick leave. Isle of Man Transport will sympathetically consider cases of this kind on their respective merits.

## **24. REIMBURSEMENT OF COST OF DOCTORS' STATEMENTS**

Where for the purpose of qualifying for an allowance under this Scheme Isle of Man Transport requires a doctor's statement from an employee, Isle of Man Transport shall reimburse the cost of such a statement on provision of a receipt.

## **25. INDUSTRIAL DISEASE OR ACCIDENT**

Where an employee is absent from work as a result of an industrial disease or accident (as defined in Paragraph 1(a)) the employee shall be entitled to the provisions of the sickness pay scheme relating to the industrial disease or accident, provided that the employee, has complied with the following conditions:

- (a) Any accident arising out of and in the course of employment with Isle of Man Transport must be reported and recorded in accordance with the procedures laid down by Isle of Man Transport. The accident will be subject to investigation and report by an officer authorised for the purpose by Isle of Man Transport.
- (b) Where an employee seeks medical advice about an illness which is suspected or alleged to result from the nature of his or her employment the employee reports accordingly to Isle of Man Transport at the first opportunity.
- (c) Certification of absence due to industrial disease or accident is made as required under the provisions of Paragraph 17.
- (d) In the case of the first, and any subsequent absence, due to industrial disease or accident an employee shall submit, at any time during such absence, if so required by Isle of Man Transport to a medical examination by a registered medical practitioner nominated by the authority. In the event that Isle of Man Transport's doctor is not satisfied that the absence is due to an industrial disease or accident the employee shall have the right of appeal to an independent medical referee chosen jointly by Isle of Man Transport and the employee.
- (e) Failure to meet these conditions will render the employee liable to exclusion from the provisions of the occupational sickness pay scheme relating to industrial disease or accident. However, the employee shall have right of appeal through the normal machinery where differences arise out of application of this paragraph.

## **26. Option to Draw Unabated Sick or Maternity Pay**

To avoid as far as possible the work of adjusting sick or maternity pay, employees who would qualify for full pay when absent through illness will receive sick or maternity pay without abatement, within the limit of their normal entitlement. In return, the employee would not draw sickness, injury, or invalidity benefit or maternity allowance under the Social Security Acts. Under this agreement, the Department of Health & Social Security is authorised to pay such benefit or allowance direct to Isle of Man Transport.

## 27. SELF-CERTIFICATION OF SICKNESS ABSENCE

1. The procedure referred to as self-certification, is specific to personal illness and does not apply to other reasons for absence (i.e. compassionate leave, bereavement leave etc.).
2. All employees must note that self-certification does not affect the existing requirement that on first becoming sick an employee must notify the Department (via appropriate Department/Supervisor) of inability to report for duty.
3. With the exception of the situation outlined in 5 below, claims for sickness benefit involving absences of less than a week and the first week of longer absences on account of illness, will not be approved unless a self-certification form has been satisfactorily completed. Every effort must, therefore, be made to complete and submit self-certification forms as soon as possible. In the case of week-end absence from duty in particular, self-certification forms should, where practicable, be submitted no later than 12 Noon on the Monday following the week in which the absence occurs. In most cases there should be little difficulty in complying with this instruction for the prompt submission of self-certification forms which, in turn, will assist in preventing undue delay in the payment of sickness benefit.
4. Absence through sickness for four or more days but less than a week, will require the employee to complete a Department of Social Security self-certification form in addition to this Department's self-certification form, (SC1) to ensure payment of sickness benefit.
5. Employees can and in certain circumstances must supply a medical certificate for periods of sickness absence. In such circumstances a self-certification form will not have to be completed. Any absence due to ill health which extends beyond seven days must be covered by a medical certificate signed by a medical practitioner.
6. All employees are reminded that disciplinary action in line with the Department's disciplinary procedures, can be taken against any employee who deliberately makes a fraudulent claim for sickness benefit.

**NOTE:** Self-certification forms are available at your Depot/Garage/Office. Failure to complete same will affect entitlement to sickness benefit.



## 28. MATERNITY LEAVE

Female employees shall be granted maternity leave on the following conditions:

- (a) An employee must have at least 12 months continuous service at the date of application for Maternity Leave.
- (b) An employee will be allowed 18 weeks' leave of absence with pay subject to the provisions which follow. Leave without pay in excess of this period may be allowed at the discretion of Isle of Man Transport.
- (c) Notification of the expected confinement shall be made by the employee to the Head of Buses as soon as it is practicable, and in any event not less than three months before the expected date of confinement.
- (d) The employee shall absent herself from duty at least 11 weeks before the expected date of confinement and shall remain absent for the period of 18 weeks or, if the child does not live, until one month after the confinement. She shall not in any event return to duty before she has been certified as medically fit to do so.

- (e) (i) The employee shall be entitled to payment as follows:

For the first 4 weeks of absence - Full pay with the deduction of

- (f) Maternity Allowance and any other additions which may accrue, or
- (g) In the case of employees qualifying for sickness benefit during the period such sickness benefit (including Earnings Related Supplement) and / or maternity allowances and other additions as may accrue.

For the remaining 14 weeks of absence - Half pay without deductions of maternity Allowances provided that the combined total does not exceed full pay.

- (ii) Employees who do not pay contributions to be deemed to be insured and the allowance mentioned to be deducted as if full contributions had been paid.
- (f) Payments by Isle of Man Transport during the period of Maternity Leave shall be made on the understanding that the employee will return to duty for a period of at least three months, which may be varied by Isle of Man Transport on good cause being shewn, and in the event of her not doing so, she shall refund the moneys so paid, or such part thereof, if any, as Isle of Man Transport at its sole discretion may decide. Payments for the last four weeks of such absence shall be withheld unless and until the woman has completed one month's service after resuming duty (except that any payment shall not be withheld in the event of the death of the child).
- (g) Maternity Leave will not be treated as Sick Leave and will not therefore be taken into account for the calculation of periods of Sick Leave entitlement in accordance with Para 2(b) above subject however to the right of Isle of Man Transport to take into account for the purposes of the said paragraph any period of Maternity Leave granted in excess of the 18 weeks.
- (h) Absence on account of illness attributable to the pregnancy which occurs outside of the 18 week period shall be treated as absence on Sick Leave provided it is covered by a Doctor's Statement and shall be subject to the provisions of Para 2(b) above. Such absence not covered by a Doctor's Statement will be treated as Leave without Pay.

APPENDIX "B"

GRIEVANCE PROCEDURE

INTRODUCTION

The purpose of the procedure is to ensure that machinery exists for the speedy resolution of individual or collective grievances. The procedure itself cannot guarantee the resolution of any grievance as this depends on all concerned adopting a reasonable attitude when a grievance is raised and attempts are being made to arrange a solution of the problem. The procedure is therefore designed to deal speedily with problems which may arise. Grievances should be dealt with without undue delay at a time when it is more likely to be possible to arrange a solution than may be the case if the grievance is not addressed speedily. The provisions of this procedure forms part of the Statement of Employment in compliance with S.1(5)(b) of the Employment Act 1991.

The following procedure is to be applied to all bus employees of Isle of Man Transport for the resolution of grievances with the exception of the following matters which are not regarded as being in the purview of the Grievance Procedure:

- a. Disciplinary matters (separate procedures)
- b. Matters relating to Income Tax, National Insurance and other Statutory Deductions from Pay.

All references to "he" or "him" are to be taken to include female employees also.

Before instigating the formal procedure, employees may raise any matter informally with his immediate supervisor as it may be possible to resolve minor issues without recourse to the formal procedure.

**STAGE 1**

(a) An employee with a grievance relating to his employment should discuss the matter first with the Bus Engineering Manager. He may choose whether to be accompanied at this stage by a representative of a registered Trade Union or another representative from amongst his colleagues. A request for a discussion is to be met within three working days.

(b) The Bus Engineering Manager should reply orally as soon as possible and in any event within three working days of the grievance being discussed with him.

(c) An employee who remains dissatisfied with the reply given at this stage and who has chosen not to be accompanied by a representative from the Registered Trade Union or other representative may now approach the representative who may then take up the matter on his behalf with the Bus Engineering Manager. The Bus Engineering Manager will then comply with the procedure outlined in 1(b) above except that the reply should be confirmed to the employee in writing.

(d) An employee who remains aggrieved after completion of all of the above may move to Stage 2 (below).

## **STAGE 2**

- (a) The Employee or his Representative should submit the grievance in writing to the Bus Engineering Manager for onward transmission to the Head of Buses or other senior officer authorised for this purpose.
- (b) The Head of Buses (or other senior officer) should hold a meeting with the interested parties, within 5 working days of receipt of the written grievance. The employee may be accompanied by his chosen representative as detailed in Stage 1 above, and the Head of Buses may be accompanied by any other authorised representative of Management who he considers, at his sole discretion, may be able to assist with the resolution of the matter.
- (c) After hearing the grievance, the Head of Buses (or other senior officer) should give his decision verbally to the employee at the meeting. A short adjournment may be necessary, and he may defer his decision for up to three days, for him to consider the position. The decision must be confirmed in writing within three working days of verbal notification being given. If the employee has been accompanied, his representative will receive a copy of the decision at the same time.
- (d) An employee who remains aggrieved in respect of his original grievance after completion of Stage 1 and Stage 2 should, as soon as practicable and in any event within 3 days of the written decision being issued notify the Head of Buses in writing for onward transmission to the Director of Public Transport. If the Head of Buses has not been so notified within this three day period that he remains aggrieved, the grievance will be deemed to have been settled to the satisfaction of the employee.

### **STAGE 3**

- (a) The Director of Public Transport should arrange a time and place for the hearing of the grievance. The parties attending the meeting shall be the Director of Public Transport, the Employee, his Representative as defined above (if desired by him) and the Head of Buses. The meeting must ordinarily be held within 5 working days of the grievance being notified to the Director of Public Transport.
- (b) The decision of the Director should be notified to the employee at the meeting and should be confirmed in writing to all parties attending within three working days of the meeting. In the event that the Director is unable to reach a satisfactory settlement of the grievance or if the matters under consideration raise important principles of general application to employees on which the Director or the employee (or his representative) wishes to obtain advice or guidance, the meeting may be adjourned for three working days or longer if agreed between the parties.
- (c) Stage 3 of this procedure is the final level of appeal.

### **DELEGATION**

At any stage of the procedure, the Director, Head of Buses or Bus Engineering Manager may delegate his authority to a subordinate or to an officer of similar rank as he considers appropriate with the guidance of his immediate superior.

### **STATUS QUO**

No pressures or actions will be taken by the Department or any employee or employees prior to this procedure being exhausted in full.

APPENDIX "C"

ISLE OF MAN TRANSPORT (BUSES)

DISCIPLINARY PROCEDURE

1. The subject of disciplinary action

It should be quite positively understood that disciplinary action, whenever it becomes necessary, is not so much punishment as a measure for ensuring better future service from the employee concerned. The aim is to encourage the member of staff to become a better employee - one who will do the job in the way expected of him (her). The ultimate action of dismissal is only used where the Department sees no hope of achieving that objective.

Disciplinary action will of course be determined by the facts and merits of each particular case.

At all stages of the procedure, it will be competent for the named official of Isle of Man Transport to delegate his authority.

## 2. Timekeeping, Attendance and Cash Shortages.

- a) Poor timekeeping and attendance are two of the most frequent reasons necessitating a disciplinary interview.
- b) The essence of our business is that we should operate our services promptly on time, and those employees whose timekeeping and attendance for duty is not satisfactory, thereby interfere with the proper conduct of Isle of Man Transport's business.
- c) Cash shortages and overs against the value of tickets issued will be recorded and the amount paid in or deducted immediately on receipt of notification.
- d) The only acceptable record is one without instances of non-attendance, late reporting for duty or cash discrepancy.
- e) However, it is accepted that mitigating circumstances may exist and therefore any member of staff failing, reporting late for duty or responsible for cash shortage may be required to attend an informal interview with the Head of Buses (or a deputy) to provide an explanation.
- f) Dependent upon the explanation of the employee the Head of Buses may decide to issue a form P.T.2. and arrange a disciplinary hearing. The Head of Buses may decide at the hearing that the facts of the case warrant the imposition of one of the sanctions outlined on page 37. In the first instance the sanction will normally consist of a caution to the employee.
- g) However, any further instance of poor timekeeping, non-attendance or cash discrepancy within the following eight weeks which is not explained to the satisfaction of the Head of Buses will result in a further P.T.2. being issued and the possibility of a more severe sanction imposed. Any employee whose record necessitates a further interview within the following four weeks may expect dismissal.
- h) It should not be assumed that the above procedure indicates that instance of poor timekeeping, non-attendance, or cash discrepancies separated by more than the above are acceptable, as this is not the case. The Head of Buses may decide to issue a P.T.2. and subsequently interview any employee whose instances of non or late attendance, or cash discrepancies are regular and therefore detrimental to the interests of Isle of Man Transport.
- i) Where an employee reports for duty late the procedures outlined under Section 8 of the main agreement shall apply.

## 3. Smoking

Statutory regulations state that a driver when acting as such shall not smoke in or on a vehicle during a journey or when it has passengers on board. This can be taken to include driving for the purpose of a Road Test or on journeys to and from the Testing Station and other out of service journeys. Anybody who drives a bus is a driver in law whether he is acting as such in the course of his employment or not.

Any penalty imposed by a Court of Law for this offence is of course out of the control of Isle of Man Transport.

#### 4. Careless Work

All staff employed under this agreement have demonstrated competence in their given field both with Isle of Man Transport and elsewhere as evidenced by formal qualifications or verified experience. A good standard of professional workmanship is required therefore as the safety of the individual, other staff, our passengers and other road users may depend on it.

Anybody can make a mistake, and engineering staff should not fail to report a genuine error in work done for fear of disciplinary action being taken. A more charitable view is likely to be taken if a genuine mistake is admitted rather than if an engineer or other garage staff member attempts to conceal the error.

#### 5. Accidents

At interviews in respect of accidents and damage to vehicles, the Bus Engineer or Garage Foreman may be called to attend in an advisory capacity if technical aspects are involved.

#### 6. Other irregularities

The appropriate form of disciplinary action for other irregularities will be decided on the facts and merits of each case.

Examples of offences which will not normally be regarded as gross misconduct but which may lead to disciplinary action up to and including dismissal in repeated or continual cases are as follows:

Unsatisfactory attendance and / or timekeeping.

Unauthorised absence from duty.

Cash shortages.

Smoking where this is not permitted

Leaving bus unattended without adequate reason.

Unauthorised running of routes.

Blameworthy accidents.

Unacceptable standard of driving.

Failure to observe health & safety rules.

Failure to carry out instructions.

Breaches of Road Traffic or PSV Licensing Regulations.

Discourteousness.

Misuse of equipment or property.

Failure to wear appropriate safety shoes or other safety related clothing

Unauthorised use of Departmental facilities.

The offences listed above are not exhaustive and their comparative seriousness will obviously vary according to the particular circumstances of the case.

## 7. Gross Misconduct.

As will be appreciated, no fixed penalty can be laid down for any offence. However, the following examples of offences are the kind which may result in summary dismissal. This list is not taken to be exhaustive.

- a) Taking of intoxicants whilst on duty, or taking up duty under the influence.
- b) Entering licensed premises whilst on duty.
- c) Mis-appropriation of the Department's cash or property.
- d) Serious cases of insubordination.
- e) Assaults and serious cases of the use of threatening behaviour or abuse in the course of employment.
- f) Conviction in a Court of Law for an offence which renders the employee unsuitable for a continued employment as a public servant.
- g) Taking up other employment concurrently with the employment with Isle of Man Transport which has not previously been notified to and approved by the Head of Buses. Approval will not be withheld unreasonably
- h) Dangerous Working Practices

### NOTE:

Disciplinary measures for related offences under various clauses in the discipline procedure are applicable to clerical and other staff who may, from time to time, hold a driving and/or conducting public service vehicles licence/s.



## DISCIPLINARY PROCEDURE

1. Where Isle of Man Transport receives reports of alleged misconduct, neglect of duty, or other irregularity or breach of discipline, the employee will be informed in writing of the nature of his alleged offence as early as practicable after the matter becomes known to Management and required to submit an authenticated report within 24 hours. The time of dispatch to be noted on the form P.T.1.

Should the Head of Buses be dissatisfied with the explanation of the employee a form P.T.2. will be issued and a disciplinary hearing arranged.

2.

a) Disciplinary interviews will be conducted by a Head of Department (or a deputy) of Isle of Man Transport.

b) An employee will know that he/she is being called for an interview as the Head of Buses will send written notification of the interview (on form P.T.2.) prior to the date of the interview. The notification will:

- state the date, time and place at which the interview will be conducted.
- briefly describe the nature of the matter which has given rise to the interview being arranged.
- remind the employee that he/she may be accompanied by an accredited Trade Union Representative at the interview.

3. The disciplinary interview will result in:

- a) The explanation of the employee being accepted (no entry will be made on the Conduct Record Sheet.) or
- b) The Head of Buses (or a deputy) reaching a decision to impose disciplinary action.
- c) The forms of disciplinary action which may be applied are outlined below.
- d) At the conclusion of any disciplinary interview the employee shall be informed of the decision which shall be later confirmed on form P.T.3.
- e) Disciplinary action will not be implemented until the employee has had an opportunity of exercising any available right of appeal. However, the disciplinary action consisting of dismissal or summary dismissal will be implemented notwithstanding the fact that this decision may be changed at any appeal stage.
- f) Any suspension awarded must be implemented within one month of the date of the decision, unless sickness intervenes.

#### 4. Appeal Procedure

All employees who consider that any disciplinary action taken against them is not justified shall have the right of appeal as follows:

- a) An appeal against the disciplinary decision of the Head of Buses will be heard by the Director of Public Transport.
- b) At appeals the employee may be accompanied by a representative of a Trade Union recognised by Isle of Man Transport.
- c) At the conclusion of any interview conducted as part of an appeals procedure the employee shall be informed of the decision which shall be later confirmed on form P.T.3. within 3 days.

#### 5. Method of Appeal

- a) With reference to the disciplinary interview the written decision will be given on a form P.T.3. Any appeal must be made in writing within seven days of notification of the disciplinary decision setting out a brief description of the grounds of appeal.
- b) Isle of Man Transport undertakes to process appeals with the minimum possible delay, having due regard to the employees having sufficient time to arrange suitable representation is desired.
- c) The decision regarding the appeal will be given in writing on a form P.T.3. which shall be considered final.

#### 6. Precautionary Suspension in Cases of Gross Misconduct.

In cases where a report is made by an Official (including an Inspector) the employee may in circumstances where it is deemed to be a necessary precaution, be suspended from duty with pay by that official until the report can be dealt with. Such action which is termed precautionary suspension is not in itself a disciplinary action and is without prejudice to the outcome of the disciplinary hearing.

## 7. Nature of Disciplinary Action

The normal sanctions imposed upon staff held as being responsible for misconduct, neglect of duty or other breach of discipline, and of which a record will be kept in the employees Conduct Record Sheet will be:-

- a) 'Cautioned' - this means that the official conducting the interview has found cause to be critical of the employee, particularly in view of experience, training etc. and is warning him/her that this form of conduct is not acceptable.
- b) 'Reprimanded' - indicates that the conduct of the employee is such that the case must be considered as serious.
- c) 'Severely Reprimanded' - any employee so dealt with must understand that his/her conduct is such that any repetition could well lead to very serious disciplinary action, which might even include dismissal.
- d) 'Suspended' - this means that an employee will be suspended from duty without pay for a specified consecutive period. It should be regarded as a very serious measure and one which again indicates that any repetition could well lead to further serious disciplinary action which most likely would be dismissal.

Periods of suspension will be taken in consecutive working days commencing on the Monday in the week following the expiration of the 7 day period allowed for notice of appeal.

Any employee who is suspended from duty on disciplinary grounds forfeits the right to be considered for Rest Day working during any week of suspension.

- e) 'Dismissed' - this means dismissal with notice.

The termination of employment (Clause 8 of the Union Agreement) penalty does not apply to staff dealt with under the disciplinary code.

- f) 'Summarily Dismissed' - this means an employee is considered as having committed gross industrial misconduct and accordingly is being dismissed without notice.

The appeal procedure shall be available to all these measures described in (a) to (f) above. It is accepted that any discipline sanctioned against any employee should not be permanently held against him/her.

If following a caution, no further cause for dissatisfaction with the employee's work or conduct occurs within a period of 6 months the caution will not be taken into account in any subsequent proceedings. The commensurate period following a reprimand will be 9 months and 1 year after a severe reprimand.

APPENDIX "D"

GUIDE TO THE ISLE OF MAN TRANSPORT PENSION SCHEME 1978

A. **MEMBERSHIP** of the scheme is automatic for all men and women who join Isle of Man Transport subject to passing a Medical Examination. Employees are allowed three months from commencing employment to decide whether to remain in membership. Thereafter, an employee may choose to leave the scheme and the procedures described in "I" below will apply. Having left, the employee may elect to rejoin provided he is under 55 and in good health. Having rejoined, if the employee then elects to leave again, he will not have another opportunity to rejoin

B. **CONTRIBUTIONS** of 5% are deducted from basic pay for 37 hours. Isle of Man Transport contributes a sum equivalent to 7% of an employees basic pay for 37 hours. Additional voluntary contributions may be made in order to "purchase" additional pension rights. This may be by either periodic deduction from salary or by lump sum. Lump sum contributions must be made within 21 months of joining the scheme

C. **RETIREMENT PENSION AND LUMP SUM**

1. To qualify for Pension and lump sum, payable at age 65 for men and 60 for women, a worker must have completed at least 5 years' service normally. If a worker resigns after more than 5 years' service, the benefits will be paid when retiring age is reached calculated on the period actually served.

2. (a) **PENSION** - For each year of reckonable service subject to a maximum of 40 years,  $1/80^{\text{th}}$  of pensionable pay received during the last 21 months of service less £1.70 per annum for each year of service subject to a maximum deduction of £67.75 per annum. Service after 40 years up to 45 years counts for reckoning final salary on which pension entitlement is paid, but the amount paid can never be more than  $40/80^{\text{th}}$ . This amount is then reviewed annually in line with changes to the cost of living

(b) **LUMP SUM** - For each year of reckonable service,  $3/80^{\text{th}}$  of pensionable pay received during the last 21 months of service less any outstanding widow's or widower's contributions due for any service prior joining the scheme which may be reckonable.

3. **EARLY RETIREMENT** is permitted at any time within 10 years of normal retirement age. Pension entitlements are reduced to take account of the likely longer period the pension benefits will be drawn. If early retirement is for Management reasons, benefits may be paid without actuarial reduction or even with enhancement.

D. **WIDOW'S PENSION**

1. To qualify for a pension, a widow must have been legally married to a worker when in service and at the time of his death, and the worker must have completed 5 years' service. The pension will cease if the widow remarries or co-habits.

2. The same conditions apply to a widower's pension except that, in addition to those given above, the husband must be incapable of work because of permanent illness and be financially dependant on his wife and his wife must have nominated him for a widower's pension.

3. **AMOUNT** - For the first three months of widowhood - at the rate of the deceased worker's basic pay as defined in this appendix if death is in service or at the rate of the worker's pension if death is in service. If death is in retirement or from the fourth month if death is in service, at the rate of 1/160<sup>th</sup> of pensionable pay for each complete year of reckonable service.
4. Depending on the circumstances, reckonable service may be extended by up to a maximum of 6 years and 8 months if death is in service.

F. **DEATH IN SERVICE** - A death gratuity irrespective of service length is payable to the estate of the worker or to his widow or widower if he or she has been nominated to receive it. The amount is *EITHER* a minimum of two years' pensionable pay *OR* the lump sum which would have been paid on retirement or resignation whichever is the greater *LESS* any outstanding widow's contributions.

G. **RETIREMENT ON ILL HEALTH**

1. TO QUALIFY for an ill health pension and lump sum, a worker must have completed at least 5 years' service and must be permanently incapable of working through infirmity of mind or body
2. **AMOUNT** - As set out in C.2. above except that, depending on the circumstances, reckonable service may be extended by up to a maximum of 6 years and 8 months.
3. Short service ill health payments are payable if service is more than two years but less than five years.

H. **RECKONABILITY OF SERVICE**. Previous service, providing it was continuous, with any other board of Tynwald, reckons at half actual length. All service rendered from the date of joining the scheme is reckonable in full.

I. **SHORT SERVICE PAYMENTS**. On leaving with at least two years but less than five years' service, a payment will be made of either 3/80<sup>th</sup> of pay for each year of service or a return of contributions net of Income Tax, whichever is the greater.

J. **TRANSFERS**. Arrangements exist for transferring pension rights to certain other public authorities. Similarly, pension rights may be brought in from another pension scheme.

K. **PRESERVED BENEFITS** can be paid if the before retirement age even if the employee has left the service of the Department if:

- a. The beneficiary's health breaks down so that retirement on the grounds of ill health would have occurred had the beneficiary remained in the Department's employ
- b. The beneficiary is within 10 years of normal retirement age and there are personal reasons preventing the employee from seeking re-employment.
- c. The beneficiary is within 10 years of normal retirement age and asks for benefits to be paid early on an actuarially reduced basis.

The foregoing is not an exhaustive list of benefits and restrictions but merely a guide. Additional information on pension rights may be obtained from the Personnel Officer.

APPENDIX 'E'

**PROCEDURAL AGREEMENT**

Where final agreement between the Departments Management and staff cannot be reached during the course of a reasonable period of time by negotiation and the employee (or section of employees in the case of matters associated with terms and conditions of employment) continues to be aggrieved it is agreed that a failure to agree shall be formally recorded. It shall then be open to either side (or both sides jointly) to secure a settlement of the grievance by recourse to third parties. Reference to third parties means the matter in dispute be referred to the Industrial Relations Service under the provisions of the Trades Dispute Act 1985 but shall not exclude reference to other named third parties provided agreement is reached by both sides and formally recorded accordingly. This agreed procedure includes a pledge that no industrial action will be taken whilst recourse to named third parties is being followed.

Accepted on behalf of Isle of Man Transport .....

Accepted on behalf of the Transport & General Workers' Union .....

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