



**Department of Infrastructure**

**Transport Services Division**

***bus vannin***

**BUS DRIVERS**

**(Driving Entitlement D)**

**WORKING AND CONDITIONS ARRANGEMENTS  
FOR NEW DRIVERS**

**As at 7<sup>th</sup> September 2020**

# Index

1. Definitions
2. Guarantee Of Payment
3. Hours Of Work And Related Matters
4. Attendance at work
5. Bus Driving Staff Pay Arrangements
6. Schedules And Rotas
7. Depots And Depot Transfers
8. Annual Holidays
9. Public Holidays
10. Termination Of Employment
11. Trade Union Matters
12. Special Leave
13. Training And Licences
14. Uniforms And Equipment
15. Lost Property
16. Reporting Of Incidents/Accidents/Occurrences

## **Appendices applicable to this arrangement**

(Available for inspection via your line manager)

- 'A' Scheme for Sickness & Maternity Leave
- 'B' Grievance Procedure April 2010
- 'C' Disciplinary Procedure July 2015
- 'D' IOM Government Unified Scheme 2011
- 'E' Management of Sickness & Absence Policy and procedures October 2019
- 'F' Capability Procedure December 2010
- 'H' Employee Handbook
- 'I' Applicable 'Supplemental Conditions Agreement'

**Department of Infrastructure  
Transport Services Division**

*bus vannin*

**Bus Driving Staff**

**CONDITIONS ARRANGEMENT**

*This document is intended to bring together all agreements and understandings applicable to the above and is correct at 7<sup>th</sup> September 2020 for new employees as of this date and those staff transferring from previous contracts, their written terms and conditions of employment apply.*

*The workings of this arrangement shall be reviewed during the first six months so that any unforeseen difficulties may be resolved to mutual satisfaction.*

**1. DEFINITIONS**

- 1.1 All references to "Driver" refer equally to Full Time and Part Time staff, except in relation to Staff Pass issues (see page 23).
- 1.2 The Appendices "A" to "I" listed on page 2 form part of the arrangement.
- 1.3 Any alterations to these conditions except where explicitly shown or individually agreed shall be subject to three months' notice on either side and be agreed mutually.

## **2. GUARANTEE OF PAYMENT**

- 2.1 Full time drivers shall be guaranteed payment of 37 hours basic pay each week, and this shall be the payment used for superannuation purposes. The scheduled rota week shall be a minimum of 37 hours with a maximum of 45 hours and shall be any 5 days from 7 days over the period of Monday to Sunday.
- 2.2 The Guarantee shall be subject to the following:
  - a. The driver shall be capable of and available for work at the appointed time.
  - b. The driver is willing to perform duties other than bus driving which they may be asked reasonably to perform subject to local agreement.
- 2.3 The basic hourly rate shall apply for all hours worked Monday to Sunday (this covers basic hours and overtime).
- 2.4 Part time, school term, drivers shall be guaranteed an annualised payment of 20 hours basic pay, and this payment is calculated over 52.2 weeks. The scheduled rota week shall reflect the number of hours agreed with the individual over the appropriate days that that is agreed from any period from Monday to Sunday.

### **3. HOURS OF WORK AND RELATED MATTERS**

3.1 The overall maximum length of a day's work shall not exceed 14 hours subject to all of the following Rota duties shall be inclusive of a signing on allowance of 15 minutes including bus checks, defect card completion with a signing off allowance of 10 minutes.

- Rota duties shall contain a meal break of one hour, which shall be unpaid, said meal break to be taken at any suitable facility the meal break must be provided no later than 5 hours after the commencement of driving where necessary, more than one meal break may be provided, the second and subsequent meal breaks being paid through.
- For every day that a driver (Category D) completes their rostered or allocated shift a shift disturbance payment will be made, for the complete day £6 per shift. This payment will not be paid where the duty is not completed or where sick has been paid.
- Driving is permitted for a maximum of 4 hours 30 minutes, after which a meal break of at least one hour's duration between completion of one journey and the commencement of the next must be provided. Where a driving period is extended to 5 hours then a facility break of 20 minutes will be provided within the 5 hour period between the completion of one journey and the commencement of the next.
- The maximum length of a scheduled working day shall not exceed 11 hours inclusive of allowances for signing on and signing off and the minimum length shall be 8 hours inclusive of unpaid meal break.
- A minimum of 9 hours rest must be taken between the sign off time of one duty and the sign on time of the next day's duty.
- Drivers must take at least one rest day each alternate week. A rest day is precisely that, a day of rest, not a sick day, spare duty, voluntary duty, private hire or any other activity involving bus vanning or any other paid work. Rest days may be postponed for up to 3 days with drivers' agreement.
- Guaranteed rest day working may be included in rotas, the numbers of actual days allocated at any one time to be decided by management in consultation with the Trade Union. Staff not wishing to work such guaranteed rest day working must give 7 day's notice in writing of their intention not to do so, otherwise they will be counted as missed duty.

3.2 In the event of an unavoidable delay to any service due to reasons beyond the control of management (e.g. snow, fog, breakdown, accident etc.), any time worked in excess of rota duty shall be paid at the hourly rate applicable to that day, with a minimum payment of 10 minutes or greater.

3.3 To ensure service reliability, Casual and non-driving staff may be used to cover part or all of a driving duty. In the first instance each depot shall cover allocation within its own 'spare' Depot capacity. Thereafter the order of priority for rest day working is as follows, Ramsey and Port Erin complete allocation remaining duties will be allocated centrally from Douglas in rota order, as follows:

No later than midday Tuesday each week, rostered drivers will be issued with an Overtime Allocation Form. Any driver, wishing to make themselves available for

overtime or wishing to cancel their starred rest day for the following week should submit this form to the Allocations Supervisor no later than the date shown on the form. As soon as a spare driver has been detailed their work for the week, they should liaise with the Operations/Allocations Supervisor to signify their overtime and starred day availability.

Overtime will then be allocated on a first come first served basis. Priority will be given to those drivers who have completed the Overtime Allocation Form.

If any driver either reports sick, misses duty or has any other unauthorised absence at any time, then the next period of overtime allocated to that driver will automatically be withdrawn.

- 3.4 No driver may work seven days in any one week when another driver in the same depot is working 5 days and complies fully with all the clauses in this section. An exception to this would be when a driver on 5 days is bypassed because of operational or scheduling requirements e.g. rest periods.
- 3.5 In the event of a driver being "called out" to cover an unforeseen requirement (i.e. it was not planned during the preparation of the daily schedule for the day in question or for work "out of the ordinary"), they shall be guaranteed a minimum payment of 2 hours and 45 minutes at the rate applicable to the day.
- 3.6 Any driver who is suspended from duty on either disciplinary grounds or precautionary grounds forfeits all rights to consideration for rest day working during the period of suspension.
- 3.7 If a driver reports that they are unavailable for duty the following day after publication of the Daily Sheet and the duty concerned starts before 07:00 hours and is capable of being worked by one or more spare drivers within the terms of this arrangement, then there will be no requirement to contact any rest day driver.
- 3.8 Should a driver report sick whilst on duty or be absent from duty for any other reason and spare drivers have already been used or cannot cover the required duty within the terms of this arrangement, and the work content exceed 4 hours from the next scheduled journey then a rest day driver will be contacted for rest day working and will receive payment subject to that driver working no less than 7 hours if required "the daily minimum guarantee".
- 3.9 In other circumstances or when no driver on rest day is available to operate the next scheduled journey the work may be covered with spare time within other duties and voluntary overtime.
- 3.10 In the event that a driver is overlooked for rest day working through the fault of bus vanning in the allocation of rest day work, the driver so overlooked shall have the right to be supplied with a duty. Such duty to be taken by agreement on a day when the driver concerned would not, in normal circumstances, be asked to work their rest day. This procedure shall not affect normal procedures with regard to rest day working.
- 3.11 Where the next day's work sheet has been posted and, subject to all other parts of this arrangement, where a duty has arisen through late sickness etc, a driver who has

been allocated a spare duty may be expected to cover the duty where it is reasonable for him to do so.

- 3.12 Subject to all other parts of this arrangement, where there is no spare driver and no rest day driver available, a duty may be broken up and offered to other drivers with spare time within duties or as voluntary overtime. Where overtime is used, the work shall be offered so far as is practical first to the driver on the duty whose finishing time is closest to the start time of the extra work having regard to the requirements of extra payments, breaks, maximum length of day etc. Where the work is prior to duty, the same procedure will be followed with the driver whose start time is closest to the end of the extra time being asked first with the same caveats.

#### **4. ATTENDANCE AT WORK**

- 4.1 In the event of a driver being ill, the full benefits of the Sick Pay Scheme as outlined in Appendix 'A' shall be available.
- 4.2 A driver who is ill and cannot attend work must report by telephone to the Duty Transport Supervisor as soon as practical and in normal circumstances at least three hours prior to the commencement of their duty. This may be varied only in exceptional circumstances which are accepted as justified by management, and failure to comply may cause delay or loss of sick pay benefits.
- 4.3 When reporting late for duty, the employee must report by telephone before they are one hour late that they will be able to take up duty at an agreed later time or (if they have not made contact already) that they will be absent due to illness. Failure to do so will result in the employee being booked "absent" for that day. An employee shall not be entitled to claim an allowance under the Sick Pay Scheme except for reasons acceptable to management as being justified at the time the claim is made. This is to take account only of any special circumstances arising through illness which prevents the employee from notifying the Division within the aforesaid time limits.
- 4.4 An employee on spare duty must report as above. If accepted for duty, the maximum deduction of pay shall be 2 hours.
- 4.5 Drivers are required to register their attendance on the ticket machine depot reader no later than the signing on time shown on the duty. Any driver who reports late for duty, for any reason, will remain off pay until such time as they are able to take over their allocated duty. Alternatively, they may be offered a duty which starts and finishes later than their original duty and will then be paid in full for the duty actually worked, but will still be recorded as "late" on their attendance record. Unauthorised absence may result in disciplinary action and/or salary withheld.
- 4.6 Guaranteed rest day working may be included in rotas, the numbers of actual days allocated at any one time to be decided by management in consultation with the Trade Union. Staff not wishing to work such guaranteed rest day working must give 7 clear days' notice in writing of their intention not to do so, otherwise they will be counted as missed duty.
- 4.7 Where a driver fails to report for duty without reporting sick or subsequently being certified as sick, they will be marked "absent". In this case no payment will be made.
- 4.8 A driver who has reported sick using the procedure set out above or otherwise must report either their availability or non-availability for work on successive days to the Duty Transport Supervisor as soon as possible, but in any event prior to 10.00 hours. Failure to comply may cause delay or loss of benefits or result in the driver not being posted for work if fit. This procedure is to be followed in all circumstances where absence is not certified by a medical practitioner in advance. A back to work interview will be conducted immediately on return to work or as soon as is practicable thereafter.



- 4.9 Any period of sickness in excess of one week must be on the certification of a qualified medical practitioner. It is required that staff on this form of certification will ensure that bus vinnin is kept fully informed as to future availability or otherwise for work and failure to comply may cause delay or loss of sick pay benefits.
- 4.10 Justified sickness absence will be paid at 7 hours 24 minutes per day up to 37 hours per week at the basic hourly rate.
- 4.11 During your first 12 months, the first 3 days of any period of sickness will be unpaid, after the first 3 days of each separate absence, sick pay arrangements within the working agreement for existing staff will apply.
- 4.12 If a driver falls sick during duty the balance of hours will be paid up to 7 hours 24 minutes for that day of proportionate to the contracted hours.
- 4.13 If a driver falls sick for or during duty and that duty comprises rest day working, no sick pay is payable for the time not worked. This shall be taken to include starred duties.
- 4.14 Any driver who by their pattern of sickness absence gives grounds for concern may be asked to attend a medical practitioner appointed by bus vinnin to determine the cause. This will not be done until the employee has been afforded the opportunity of discussing the issue with the Senior Transport Supervisor or delegated deputy.
- 4.15 In certain circumstances, bus vinnin may require that the driver provides a Doctor's Certificate for periods of sickness absence of less than a week. In such circumstances, any charge made to the driver by a general practitioner for the issue of a certificate will be reimbursed through wages on production of a valid receipt which must include the employee's name. Any absence through ill health which extends beyond a week (i.e. 7 consecutive days) must be covered by a medical certificate signed by a medical practitioner.
- 4.16 No employee may leave their place of duty without the authority of the Duty Transport Supervisor. The only exception to this shall be during the designated meal break(s) of a duty.

## **5. BUS DRIVING STAFF PAY ARRANGEMENTS**

- 5.1 The duty rota will show the duties that each driver will be expected to undertake.
- 5.2 To ensure that there is no delay in payments; drivers should undertake to check the OmniDAS system that any extra work has been correctly entered. Any enquiries relating to pay should be made initially with the Senior Transport Supervisor.
- 5.3 The basic rate of pay will be reviewed annually (April) by local agreement.
- 5.4 Wages to be paid weekly in the form of a BACS payment on the Thursday (or as soon as possible thereafter), following the end of the week for which payment is being made, into a bank account whose details must be provided by and are the responsibility of the Driver. Such detail, along with new address etc. can be done via People Information Programme (PiP).

## **6. SCHEDULES AND ROTAS**

Each depot roster(s) are constructed based on the Depot allocation of services.

N.B. The current shift pattern set out in section 3 will be reconsidered during the six month review, as it is recognised that having duties commencing early and finishing late is not conducive to short term fatigue, long term general health and wellbeing.

- 6.1 Weekly duty schedules on which rest days and early finish days are marked clearly and which include a provisional assessment of paid hours for each week's work shall be posted at each depot by 16:00 hours on the Wednesday of the preceding week. These duties will be confirmed or amended as operationally necessary by a daily sheet posted at each depot as close to 14:30 hours on the previous working day (Friday in the case of Sunday and Monday sheets) as is practicable.
- 6.2 Duty Schedules shall be posted in advance of any changes. Normally, 10 days' notice will be given but it is accepted that commercial requirements may result in less notice being given. Only in very exceptional circumstances will less than 6 days' notice be given. Bus vannin will draw up duty schedules and the Trade Union will be given a reasonable opportunity to examine the duties and suggest alterations. The Trade Union will not normally withhold their agreement to the schedules.
- 6.3 Minor changes to duty schedules should be made in consultation with the Trade Union Representative(s) affected.
- 6.4 Variations of a temporary nature will be notified in advance where possible, but in view of the unpredictable surges in traffic which may occur, it is accepted that immediate amendments may be necessary if the travelling public is not to suffer inconvenience including delays in movement. Where known additional work is available, driver's required to work extra hours to the scheduled duty will be asked and all work under this section shall be voluntary.
- 6.5 Each driver shall be required to make themselves fully conversant with the Weekly and Daily Duty Sheets, with the details of their duty as set out with or without the amendments on the Daily Duty Sheet and with Traffic Notices. Failure to observe posted notices and instructions will not be taken as a valid reason for failure to comply.
- 6.6 In the event of spares appearing on a rota, this may be substituted by duties vacated by holiday, sickness or otherwise before the rota for the week in question is published. Any remaining spare drivers must be allocated to a duty before any duty is offered for rest day working unless bus vannin at its sole discretion wishes to permit spare duties on the day in question. Where a week of duties is not substituted for the full week of spare duties or where odd spare duties appear, all matters under paragraph 3.1 shall apply.
- 6.7 The number of spares available each day will be dependent on holidays, sickness, lieu day requests granted, special leave or other reasons.

- 6.8 Spare duties not allocated to a rostered or temporary duty (e.g. TT specials) will be allocated a sign on time, and may be allocated a sign off time.
- 6.9 Coverage of duties should be achieved on the most cost effective and efficient basis in accordance with the terms and conditions found in this arrangement.

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

- 7.1 Any permanent transfer between depots shall be mutually agreed and on a voluntary basis. Applications should be made in writing to the Senior Transport Supervisor.
- 7.2 Where it is necessary on a temporary basis for a driver to be asked to sign on at a depot other than their normal place of work, for the purpose of taking up a duty at that depot, and they use their own vehicle to travel there, they shall be paid a travelling allowance based on the mileage between their home depot and the new depot. This allowance shall be at the rate set by Government and should be claimed by the driver on the appropriate form. Payment of a valid claim will be made through wages as soon as possible. This travelling time will be paid at the rate of 3 minutes per mile. If a driver wishes to work temporarily at another depot no travel time will be paid.
- 7.3 If a late duty requires to be covered by an out of depot spare driver where there is no spare driver available at the home depot, it shall be the responsibility of the home depot to provide an exchange of duty for the out of depot spare driver with a home depot driver who firstly does not have a "late" duty over the course of that week and secondly has the latest finish (excepting the driver detailed on an "early finish").
- 7.4 In the event that duties require to be covered by a driver from another depot, any such work shall be of a voluntary nature. Spare drivers not wishing to work out of depot will be assisted in obtaining a reasonable exchange using the same priority order as applies for rest day working.
- 7.5 Permits for parking are required for any driver who wishes to park the vehicle they used for their journey to work at Banks Circus. Issue of a permit does not guarantee any or any particular parking space, and vehicles are parked at owner's risk. Vehicles must be parked within designated parking bays. Drivers are not permitted to park personal vehicles within the confines of the Banks Circus site unless an authorised permit is displayed in the windscreen.
- 7.6 Depot transfers must be mutually agreed by both parties and requests to transfer should be in writing to management. New recruits will initially join the late roster thus allowing the agreed order of allocation of staff to the day roster. The exception to this would be when a vacant position exists on the day roster and no requests from existing staff to transfer to the day roster have been received from any depot or in such circumstances whereby a transfer to the day roster would constitute a reasonable adjustment in accordance with the Equality Act 2017.

Day line allocation is as follows:

- 1a) A part time driver on the day roster wishing to exchange roles with a full time driver from the day roster in the same depot.
- 1b) A driver wishing to exchange with a driver from another depot in the same role (both day line drivers).

- 2) A driver wishing to transfer from the late roster to the day roster in the same depot.
- 3) A driver from the late roster in another depot if no requests to take up the role from staff in the depot where the vacancy exists.
- 4) A new recruit in the case that there are no known requests to fill that position by existing staff from any depot.

The same principles should be applied to the allocation of late lines.

- 7.7 Any refusal of transfer to another depot on that list falls to the bottom of the transfer list.

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

- 7.8 If it is unfortunately found that as a result of reduction in work a depot has too many drivers volunteers will be requested to transfer to another depot. If there are no volunteers to make this transfer then the last person in will be transferred.

## **8. ANNUAL HOLIDAYS**

- 8.1 Annual holidays are paid at the rate of 37 hours per week for full time drivers and pro rata for part time drivers at the basic hourly rate.
- 8.2 The holiday year shall run from the first Monday in October. In certain circumstances and by mutual agreement between staff and management, a maximum of 9 days' holiday entitlement (including any lieu days) may be carried forward to the following year. Any holiday in excess of 9 days not taken will be arranged by mutual agreement unless a prior application for extended holiday leave has been granted. No payment in lieu of holidays will be made.

For those commencing employment after 7<sup>th</sup> September 2020 holiday entitlement for the first full year is 22 days, second year 23 days and one further day each year until 25 days are accrued after 5 years' service.

For those in employment prior to 7<sup>th</sup> September 2020 and transferring to this arrangement, their existing annual holiday entitlement shall apply

- 8.3 During the first year of appointment, holiday entitlement shall be at approximately 1.83 days for each complete calendar month of the holiday year.
- 8.4 On cessation of employment with bus vannin, staff shall be entitled to the full balance of any holidays not taken. This shall be liable to alteration only in the event of staff being dismissed under the provisions of the agreed disciplinary procedure (Appendix "C") for pecuniary loss when, subject to proper cause being proven, moneys may be withheld.
- 8.5 Any driver who has been granted and who has taken holidays over and above their due entitlement and then leaves the employment of bus vannin shall be required to make the appropriate refund. Such refund may be withheld from any moneys due to them on the termination of their employment.
- 8.6 A driver who is certified by a medical practitioner as being ill whilst on annual holiday shall be entitled to holidays in lieu of such annual holidays up to the contracted maximum. These deferred holidays must be arranged as soon as possible on the employee's return to work and by mutual agreement.
- 8.7 A day's holiday is 7 hours 24 minutes at the basic hourly rate. Holidays may be taken as complete weeks or may be split into periods, as required.
- 8.8 Application for annual holidays must be made in writing to the Senior Supervisor on the prescribed form. Applications shall be considered on a first come first served basis, and bus vannin shall determine at its sole discretion having regard to the requirements of the service how many applications may be granted for any given week. Applications can be made from 1<sup>st</sup> April each year for the holiday year starting in October and any driver who has failed to apply for annual holidays by the 15<sup>th</sup> September shall have their entitlement allocated ad-hoc. The normal allocation will be one week spring, one week autumn and 2 week summer. The remaining days are available to be requested by mutual agreement, subject to the requirements of the service.

8.9 Once annual holidays have been submitted and the weekly rota has been produced, this leave has to be taken and cannot be reverted or claimed back.



## **9. PUBLIC HOLIDAYS**

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

to the requirements of the service how many applications may be granted for any given day or days. Requests to have the public holiday should be received prior to the issue of the weekly rota; failure to do this will result in the driver having to arrange a swap.

## **10. TERMINATION OF EMPLOYMENT**

### **10.1 By bus vannin:**

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

### **10.2 By the employee:**

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

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

## **11. TRADE UNION MATTERS**

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

## **12. SPECIAL LEAVE**

- 12.1 Paid Special leave without loss of scheduled earnings will be granted to drivers required to attend meetings in respect of pay negotiations with the Joint Consultative Committee / Negotiating Committee or any other appropriate body, but the Department will not reimburse subsistence or travelling expenses.
- 12.2 If called for Jury Service, a driver must claim the appropriate allowance from the Court for loss of earnings. Bus vannin shall guarantee to ensure that any such monies are increased to the normal rostered hours in respect of time served whilst engaged on such duties. This guarantee shall not take into account any further allowance from the Court for Travel, Subsistence etc.
- 12.3 A driver engaged on Magisterial or Local Government duties will be granted up to 18 day's unpaid special leave in any calendar year in addition to their normal holiday entitlement. Such leave shall be granted on the principle that the driver will not suffer any loss of earnings (inclusive of rostered overtime), but bus vannin shall take into account any payment made in respect of such duties when assessing the allowance.
- 12.4 Periods of special leave with pay may be granted up to a maximum of 3 days in the case of urgent domestic distress (i.e. bereavement etc.), but since much depends on individual circumstances, extensions to this norm (up to a maximum of 5 days) might be allowed in cases of special hardship on humanitarian grounds. Leave granted under this clause is granted at the discretion of management and will be on the basis of 7 hours 24 minutes per day.
- 12.5 Bereavement leave is granted in respect of the death of a parent, parent in law, husband, wife, child, sibling or grandparent. An extension to the normal period of 3 days will usually be appropriate on when long or difficult travelling is involved.
- 12.6 Paternity leave would be appropriate up to a maximum of 1 week or 2 consecutive weeks without pay 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 and in line with Statutory Paternity Provisions.
- 12.7 Special Leave without pay may be appropriate in certain circumstances not covered by the above or where the employee concerned has exhausted their entitlement to days off in lieu of public holiday working or has taken special leave up to the limits outlined in 12.6 above. Leave granted under this clause is granted at the discretion of the Director of Transport Services.
- 12.8 Time off for medical, dental, optical and other appointments will be granted without loss of pay only for appointments scheduled to commence between the hours of 09:30 and 13:30 (Mondays to Fridays only) and only when drivers return to duty by 15:00 hours, so as to reduce the impact of these appointments at peak service times. Any request for time off outside these hours will depend upon the circumstances and drivers should endeavour to exchange duties or accept loss of pay depending on the circumstances and the availability of staff to cover the Department's traffic requirements. The only exception to this would be where the appointment is with a

clinical specialist where there shall be no loss of pay. Appointment letters or cards must be shown at the time any request for time off is made, and time off with pay may be declined if an appointment card cannot be produced.

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

### **13. TRAINING AND LICENCES**

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

## **14. UNIFORMS AND EQUIPMENT**

14.1 The following items of uniform will be issued every 12 months:

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

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

14.3 All drivers shall wear uniform properly whilst on duty.

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

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

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

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

14.8 The use of USB ports and interfaces must not be used on any piece of ancillary equipment mounted on a bus (such as CCTV, ticket machine or destination equipment) this is strictly prohibited, as it may inhibit the safe working of that system.

14.9 All instances of ticket machine failure (particularly including screen freeze) must be reported to the Supervisor on duty immediately and recorded on the Vehicle Defect Card.



## **15. LOST PROPERTY**

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

## 16. REPORTING OF INCIDENTS/ACCIDENTS/OCCURRENCES

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

  
Nick Black  
Chief Executive Officer  
Department of Infrastructure

Date : 

Ian Longworth  
Director of Transport Services Division

Date : \_\_\_\_\_