



**PRINCIPAL STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT**  
**(Issued in accordance with the Employment Rights Act 1996)**

**NEW DRIVERS FROM OCTOBER 2004 PERMANENT CONTRACT**

**NAME OF EMPLOYEE:**

**JOB TITLE:** PCV Driver

**EMPLOYING DIVISION:** Busways Travel Services Ltd – T/A Stagecoach North East

**PLACE OF WORK:**

**DATE OF COMMENCEMENT OF EMPLOYMENT:**

**CONTINUOUS SERVICE DATE:** N/A

**DURATION OF CONTRACT:** Permanent

**RATE OF PAY:** As per local agreement.

**NORMAL PAY DATE:** Weekly one week in arrears Thursday

**HOURS OF WORK AND WORKING HOURS PER WEEK:** A weekly minimum guarantee of 37 paid hours for a 5-day week. The maximum hours worked as per roster and subject to drivers hour's regulations. A week will consist of any 5 from 7 duties. Starting and finishing times in relation to duties will be subject to the requirements of driver's hours regulations. These duty constraints need to be applied to achieve maximum flexibility unless modified constraints for new drivers are subsequently agreed. Breaks within duties will be unpaid. Employees shall move flexibly between compatible jobs or areas of the Company (including place of work) for sound business reasons or career development. Due regard will be taken by Management of individual Employee's skills and aptitudes and also health and safety requirements.

**OVERTIME AND PREMIUM PAYMENTS:** Overtime is voluntary and details of your entitlement to any payments relating to these are contained in the Annual Pay and Conditions Agreement.

**PROBATION PERIOD:** Throughout your career with Stagecoach your performance and way you conduct yourself individually and as a member of the Depot will be monitored to ensure you comply with the publicised policies and procedures. This will apply particularly during your first 6 months of employment. Particular attention will be paid during this time to your general conduct, time keeping, attendance and your attitude towards work, customers and colleagues. If you do not comply with the aforementioned areas we reserve the right to dismiss you from employment, this process will be outside the normal disciplinary procedures.

**TRAINING BOND:** You are expected to sign a Training Bond at the commencement of your employment which will be payable throughout your first 100 weeks for training provided, if after this time you are still employed by the company you will receive this back in a lump sum. If you leave employment with the company you will be expected to reimburse the company the full training bond figure.

**CASH:** You are responsible for paying in the correct revenue collected and for keeping the money safe, taking all reasonable precautions against the possibility of theft or loss of your takings. Cash shortages of any kind will be deducted from your wages except in the case of assault or on the grounds of safety for yourself or

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passengers. Persistent cash shortages/over will lead to disciplinary action.

**VARIATION OF TERMS:** The Company reserves the right to make reasonable changes to any terms and conditions of employment after consultation. You will normally be notified of minor changes of detail by way of a general notice. Such changes will have effect from the date of the notice and will be deemed to be acceptable due to the Collective Bargaining within the Company

**MEDICALS:** Stagecoach reserves the right to require you to be examined at any time by an independent doctor at its expense. Should you refuse to attend as required by your contract of employment, your company sick pay will cease with immediate effect until such time as this requirement is complied with.

**STATUTORY HOLIDAYS:** You will be entitled to time off on public holiday or a day off in lieu if required to work on a public holiday. 8 days statutory holidays are granted with pay. Normally extra statutory days will be accumulated and taken consecutively up to a maximum of 5 days and granted at the discretion of the manager.

**WORKING ARRANGEMENTS:** Drivers can be directed to operate any type of vehicle for which they have been trained and appropriately qualified.

**HOLIDAYS AND HOLIDAY PAY:** The holiday year runs from 1 April to 31 March.

**FULL TIME EMPLOYEES:** Holiday entitlements for full time Traffic/Platform employees are as follows:

For employees with at least 12 months qualifying service at the start of the annual leave year (1 April) the entitlement will be 20 days.

Leave is accrued in accordance with the table below for every complete calendar month worked during the leave year.

Service (months)	Entitlement (days)
1	2
2	3.5
3	5
4	7
5	8.5
6	10
7	12
8	13.5
9	15
10	17
11	18.5
12	20

Entitlement is rounded up to the nearest half day.

Holiday allocations are agreed on a local divisional basis and are taken on a rota system to ensure that staff holidays are reasonably spaced throughout the year.

**HOLIDAY ALLOCATION PROCEDURE:** Every effort is made to honour pre-booked holidays for **new employees** and additional days may be added to allocated leave by changing rest days, exchanging holidays with colleagues or in exceptional circumstances, by local agreement subject to the submission of a request giving at least 14 days notice and production of proof of travel arrangements.

**ILLNESS WHILST ON LEAVE:** Employees who fall sick whilst on annual leave, whose sickness is supported by a medical certificate shall be regarded as being on sick leave from the date on the certificate.

**TRAINING:** You agree to undertake such training as the Company deems necessary to develop and maintain your skills to enable you to perform your duties as a PCV Driver. Such training will include, but is not restricted to, an average of 35 hours approved training over every 5 years, as directed by the company, in order to obtain/maintain the driver certificate of Professional Competence

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(Driver CPC) qualification which must be renewed every 5 years.

You will be required to obtain a National Vocational Qualification (NVQ Level 2) relevant to your job in the bus industry if requested to do so by the Company.

**QUALIFICATIONS:**

It is a condition of your employment that you hold and continue to hold a current PCV driving licence and a Driver Certificate of Professional Competence and you undertake upon request to produce such licence or CPC card for inspection by the Company as required.

The Company reserves the right to terminate your employment in the event that you;

- Lose your driving licence for any reason whatsoever, or
- Fail to undertake training as directed in order to obtain/maintain your Driver CPC without reasonable excuse, or
- You fail to achieve the NVQ qualification (if requested to obtain this qualification) within a reasonable time

You must inform the Operations Manager at the earliest opportunity in the event that you:

- are convicted of any motoring offence, or
- incur any potential civil or criminal liability whilst driving, or
- have points endorsed on your licence, or
- are diagnosed with an illness or prescribed medication which may affect your ability to drive PCV vehicles

**ARRANGEMENTS ON TERMINATION OF EMPLOYMENT:**

Overtaken Leave – If an employee terminates his/her contract and has overtaken leave then he/she will have to pay it back to the company.

Undertaken Leave – If an employee terminates his/her contract without taking accrued leave then he/she will be entitled to receive the appropriate number of days pay.

Employees who are dismissed for misconduct could lose their entitlement to current outstanding holidays (up to the statutory minimum) dependent on the circumstances of dismissal.

**PENSION:**

During your employment a death in service lump sum benefit of one times your annual basic pay (as determined by the Company) at date of death will be provided at no cost to you, via an HMRC Registered Pension Scheme operated for employees of the Company.

At the start of the tax week following completion of 12 months' continuous employment you will become a member of a defined contribution HMRC Registered Pension Scheme operated for employees of the Company, subject to the governing documentation of that scheme in force from time to time. When you join the scheme you will contribute at a rate of 4% of annual basic pay (as determined by the Company when you join the scheme and at each following 6 April), unless you notify the Company in writing that you do not wish to join or that you wish to contribute at an alternative rate. On completion of 12 months' continuous employment, if you are a member of the scheme and contribute at least 4% of annual basic pay, the Company will match your contribution to the scheme (up to a maximum of 6% of your annual basic pay) and the death in service lump sum death benefit referred to above will increase to 4 times your annual basic pay.

Although the Company will not contribute towards the scheme during your first 12 months' continuous employment you are free to join the scheme and contribute at any rate you wish during this period.

The Company can, at any time, discontinue or change these pension and death benefit arrangements and shall be under no

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obligation to contribute towards any pension arrangement in respect of your employment, but this would not affect any benefits you may have already earned under any scheme. In addition you should note that the payment of any death benefits is subject to any restrictions that may apply under any insurance arrangements put in place to cover them.

No contracting-out certificate under the Pension Schemes Act 1993 is in force in respect of your employment

**SICK AND INDUSTRIAL INJURIES PAY:**

Entitlement to Company sick pay is after 12 months continuous service and is only payable after the first three days of any period of sickness absence. Industrial injury pay is subject to the details set out in the collective agreements, copies of which are available from the Personnel Office.

**REFERENCE DOCUMENTS:**

Various terms and conditions of employment appropriate to your job apply in addition to those referred to in this statement. The Company negotiates them and the GMBU and the TGWU are trade unions recognised to represent traffic/platform staff. The collective agreements applicable to this statement include Company Sick Pay Scheme, Disciplinary Rules and Procedures, Grievance Procedures, Company Redundancy Agreement, and Pay and Conditions Agreements, Attendance policy and procedure, Dignity at Work, Harassment policy and Equal Opportunities policy.

**CHANGES TO TERMS OF EMPLOYMENT:**

From time to time variations in your terms and conditions of employment will result from negotiations and agreement with the trade unions recognised by the Company to negotiate for and represent traffic/platform staff. Any changes will be notified to you in a statement of change and incorporated in collective agreements within one month of the change.

**NOTICE TO TERMINATE EMPLOYMENT:**

You are required to give one week written notice to the Company should you wish to terminate your employment. You are entitled to receive notice in accordance with the provisions contained within the Employment Rights Act 1996. These rights do not affect the Company's right to terminate your employment summarily without pay in lieu of notice in cases of gross misconduct.

**COMPANY UNIFORM:**

Company uniform items will be provided and you are required to wear these items whilst on duty.

**TIME OFF FOR PUBLIC DUTIES:**

Time off for public duties will be granted with management approval, and the company will pay the difference, if any, between all **claimable** allowances and average daily pay.

**GRIEVANCE PROCEDURE:**

If you have a grievance related to your employment you should raise this in the first instance with the Assistant Operations Manager, in accordance with the grievance procedure attached to this statement.

**DISCIPLINARY RULES AND PROCEDURES:**

A breach of disciplinary rules will render you liable to disciplinary action.

A copy of the disciplinary procedure relating to your employment is annexed to this statement. It explains to whom and how you can apply if dissatisfied with any disciplinary decision relating to you.

This Principal Statement is applicable to all new drivers (new starters) at Busways Travel Services Ltd T/A Stagecoach North East in Newcastle, Sunderland and South Shields with effect from 1 October 2004.

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I acknowledge receipt of my Statement of Terms and Conditions of Employment of which this is a copy and confirm that the particulars are accepted as forming the base of my Contract of Employment with Busways Travel Services T/A Stagecoach North East.

SIGNED: .....

DATE: .....

