

Drivers Handbook



Introduction

This handbook applies to all Lothiancity Bus Drivers. It was reviewed and updated in collaboration with ACAS (the Advisory, Conciliation and Arbitration Service) and agreed with Unite in January 2020. This version was reviewed and updated, in partnership with Unite, in March 2023.



Foreword

Welcome to Lothian – we're delighted to have you on board!

We know that starting a new job is an exciting time, with lots of new information to take in. You may not need all of the information contained within this Lothiancity Driver Handbook straight away but it's a great place to find employment related information as and when you do need it.

This handbook is specifically for Lothiancity Drivers and will be reviewed and updated from time to time, with our Unite colleagues.

All that remains is for me to wish you a long and happy career with Lothian!

A handwritten signature in black ink, appearing to read 'Sarah Boyd', written in a cursive style.

Sarah Boyd
Managing Director

C O N T E N T S

1 GUARANTEES

DOUBLE DECK AGREEMENT

2 HOURS OF WORK & SCHEDULES

3 PAY

4 HOLIDAY

5 SICKNESS

SINGLE DECK AGREEMENT

6 HOURS OF WORK & SCHEDULES

7 PAY

8 HOLIDAY

9 LICENCES & MEDICAL EXAMINATIONS

10 CASH HANDLING SECURITY

11 BUSINESS PENSION SCHEME

12 TRAVEL TIMES

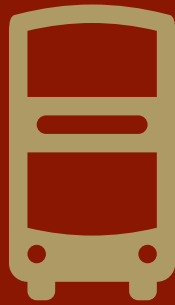
1. Guarantees

Drivers are guaranteed 39 hours per week for 5 days subject to the following conditions:

- 1.1 Drivers must report for work at their scheduled starting time each day.
- 1.2 Drivers must complete their scheduled duty each day.
- 1.3 Drivers failing to complete any scheduled duty will only be paid for the hours worked, except in the case of an assault on duty or an accident at work requiring the driver to be taken to hospital. In the event of an assault on duty/accident at work, payment may be extended to include time off required for emergency dental/medical treatment as sanctioned by management on production of confirmation of attendance. Routine appointments are excluded; these should be made outwith working hours.
- 1.4 Drivers reporting within 5 minutes of their scheduled signing-on time for an early duty will be entitled to work that duty.
- 1.5 Drivers on an early shift reporting late for work will be guaranteed a shift provided they report at the Garage no later than 0730.
- 1.6 This clause will only apply on one occasion in the scheduled week.
- 1.7 Drivers reporting late for their scheduled sign-on time after 0730 hours will have no guarantee of work being allocated. Where the driver is placed on stand-by and is subsequently given a duty, the stand-by time will be paid in addition to the duty worked. Retention as a stand-by in this instance is not guaranteed.
- 1.8 Most 5 over 7 rota lines will show two days off. Drivers who voluntarily work these days will be paid the appropriate day off rate.
- 1.9 Any driver working a day off/report day will be guaranteed no less than 4 hours 16 minutes pay and, if work is performed no less than 6 hours 8 minutes pay. A scheduled duty should be paid no less than 7 hours 48 minutes.

- 1.10** The day off on which a driver might be requested to work will be shown as RD on the rota. Some rotas may also contain an element of pre-allocated Rest Days referred to as Shaded Days.
- 1.11** The overtime duties will be reflective of the overall work pattern in the Garage and in order to ensure fairness of allocation on the rotas, the Trade Union representative will be fully consulted prior to new rotas being posted.
- 1.12** Drivers will be required to work these pre-allocated duties unless they permanently opt out of overtime or notify the Business at least 3 days prior of non-availability.
- 1.13** In recognition that the Business is guaranteeing to maintain a minimum level of available overtime, the Trade Union agree that these pre-allocated duties would be treated as “scheduled work”.
- 1.14** If a driver is not fit to undertake their role, but could undertake alternative duties and a suitable temporary redeployment option is available they will be paid the appropriate rate for that role.
- 1.15** Drivers may agree a mutual exchange of duties. This must be processed through the Duty Allocation System for approval. On occasion this may not be possible, in which case management will advise accordingly.





Double Deck (DD) Agreement

2. Hours of Work & Schedules

2.1 The guaranteed minimum day will be 7 hours 48 minutes for payment purposes subject to compliance with clauses 1.1, 1.2 and 1.3.

2.2 The guaranteed day will not be deemed the maximum day for duty scheduling purposes. As previously agreed, up to a maximum of 40% of all Garage duties can be scheduled up to a maximum of 8 hours 15 minutes.

2.3 The maximum day for a standard report duty commencing prior to 1300 hours will be 9 hours. For reports commencing from 1300 hours, the maximum day will be 9 hours 30 minutes.

2.4 Future Rota and Duty Changes

2.4.1 The Business has a recognised agreement with Unite regarding any proposed changes to duties and rotas.

2.4.2 All duties and rotas will be created and compiled in line with the legal framework outlined in the Domestic Drivers Hours Regulations – Section 2, (the business does not currently have any duties where EU Drivers Rules apply) and Working Time Directive Regulations.

2.4.3 Drivers who are subject to the GB domestic rules on drivers' hours are affected by four provisions under the UK's Working Time Regulations 1998 (as amended).

2.5 Duties signing on and taking a bus out of a Garage will contain an allowance of 15 minutes for signing on and checking the bus. Duties finishing and returning a bus to the Garage will be allowed 10 minutes to check and sign off the bus.

If a bus is returned to the Garage part way through a duty, an allowance of 8 minutes will be allowed to check and sign off the bus.

Duties starting and picking up on the street will contain 5 minutes sign on time plus the agreed travel time to the relief point.

Duties finishing on the street will receive no signing off time with the exception of Airlink services which receive 5 minutes cashing-in time.

- 2.6 Rotas may be comprehensive or a combination of a general rota and route specific rotas as required for the operation of the Garage following consultation with the Trade Union. Report duties will not be used in these rota compilations.
Split-duties will be compiled into a separate rota.
- 2.7 Holiday and sickness cover will be provided from a general spare pool rota or a combination of pool rotas if more than one rota exists in the Garage. The number of pool drivers will not normally exceed 20% of total rota lines unless in agreement with the Trade Union.
- 2.8 A minimum paid meal break of 30 minutes will be included in all standard duties with travelling time as agreed to and from a Garage or recognised relief facility.
- 2.9 A travelling time allowance is made between Garages and certain relief points. The agreed travel times are listed in Appendix 1.

3. Pay

- 3.1 Wages are calculated on a Sunday to Saturday basis and paid on the second Thursday after the week worked via BACS transfer.
- 3.2 Individual pay rates are available on request.
- 3.3 Second Weekend
Where a Sunday and a Saturday are scheduled within the same week on a rota Drivers will receive a second weekend provided both scheduled weekend duties are completed.
- 3.4 Overtime
- 3.4.1 There will be overtime rates applicable to time worked in excess of the standard day or on rest days as follows:
- a) Weekday overtime rates.
 - b) Weekend overtime rates.
 - c) Weekday night off overtime rates.
 - d) Weekend night off overtime rates.

- 3.4.2** In the event of a permanent night bus driver undertaking overtime outwith the scheduled night shift duties they would be paid the appropriate day shift overtime rate.
- 3.4.3** Overtime worked out with a scheduled duty will be paid at the rate applicable to the day worked subject to the following:
- a) If the break between the scheduled duty and the additional work is 29 minutes or less this will be paid straight through.
 - b) If the break between the scheduled duty and the additional work is greater than 29 minutes a payment of not less than 2 hours 48 minutes (Monday to Friday) or 2 hours 52 minutes (Saturday or Sunday) will be paid.
- 3.4.4** Special services – Hogmanay after 2330 hrs will be paid the New Year bank holiday rate (regular night bus drivers excepted).
- 3.5** Public Holidays:
A public holiday rate will be paid for all hours worked on the locally agreed public holidays.
A separate Christmas and New Year rate will be paid for all hours worked on Christmas Day and New Years' Day.
- 3.5.1** A penalty payment of one hour at basic rate will be paid to drivers running their buses into Garages on instruction, out with their scheduled duty finishing times, from relief points with 8 or more minutes travelling time.
- 3.5.2** If a driver is required to remain on duty due to the failure of a relief driver to take over the bus and, as a consequence, is required to work additional service mileage, these will be paid a minimum of two hours at the prevailing rate.
- 3.5.3** A driver reporting late for duty by more than 30 minutes, or after 0730 hours, or on the second occasion in a week, and retained as a standby driver will be paid for the standby time. If subsequently allocated another duty the stand-by time will be paid in addition to the duty worked. It will not however count towards overtime. Retention as a standby in this instance is not guaranteed.

3.5.4 If a driver is required to finish a duty at a Garage other than where they signed on they will be paid 30 minutes at their basic rate.

3.6 Split-duties:

3.6.1 These are defined as any duty in which the period from sign on to sign off exceeds 9 hours 30 minutes. (excludes 4 day Rota)

3.6.2 The maximum split-duty will not exceed 12 hours. The maximum unpaid break will not exceed 3 hours.

3.6.3 All scheduled hours within a split-duty in excess of 7 hours 48 minutes will qualify for the appropriate overtime rate.

3.6.4 The maximum number of split-duties will not exceed 10% of the main line duties in each Garage.

3.6.5 Split-duties will normally be worked by volunteers, however in the event of insufficient volunteers they can be allocated to new drivers or drivers transferring from the Single Deck (SD) agreement. If a volunteer wishes to revert to standard duties at least 4 weeks' notice must be given and may be granted subject to availability.

3.7 Rates of pay are dependent on the working pattern, i.e. weekday or combination including weekend working.

3.8 Rest days will not be payable unless 5 scheduled duties have been completed in the relevant week.

4. Holidays

4.1 The holiday year runs from 1 January to 31 December. Holiday entitlement, inclusive of agreed public holidays, is detailed within individual contracts of employment.

- 4.2 While on holiday drivers will receive an enhanced hourly rate of pay, which applies to all holidays taken as part of the driver's annual holiday entitlement. This is a benefit provided by the business. Separately, and to ensure legal compliance when calculating holiday pay for each of the first 20 days holiday, a driver's total earnings during the 52 weeks prior to their holiday will be calculated to establish their average hourly rate of pay during that period. If this hourly rate is greater than the enhanced rate paid by the business, they will receive the higher hourly rate. If the hourly rate is lower, the driver will receive the agreed enhanced hourly rate.
- 4.3 On termination of employment any holidays accrued and not taken will be paid. Any holidays paid in advance but not accrued will be deducted from final pay.
- 4.4 A driver retiring on the grounds of permanent ill health or choosing to retire upon reaching State Retirement Age and who has completed 10 years' service will be granted full annual holidays (unless such days have already been taken). This entitlement also applies to a driver who dies in service irrespective of age or service. The allocation of annual holidays is based on a rotating cycle and all drivers will be allocated a cycle number on commencement of employment.
- 4.5 Unless required to work, drivers will be granted a holiday with pay for each of the agreed public holidays as detailed within individual contracts of employment.

Lieu Days (where applicable)

- 4.5.1 To qualify for a day in lieu, the driver must work any of the agreed public holidays or be certified sick, or on a scheduled rest day or annual holiday.
- 4.5.2 Part-time drivers or drivers on fixed shift patterns under flexible working etc. who would not normally work on the day these public holidays fall do not qualify for a day in lieu.
- 4.5.3 Drivers who are absent without justifiable cause on any public holiday will not be entitled to a holiday in lieu.

- 4.5.4** Drivers temporarily seconded to another department will follow the public holiday pattern of that department.
- 4.5.5** Drivers employed on a permanent Monday to Friday basis will have the nationally nominated day substituted for a public holiday should such a day fall on a Saturday or Sunday.
- 4.6** Any lieu day can be taken at any time after accrual subject to the needs of the business and by agreement with management provided at least 14 days' notice has been given.
- 4.7** Saturday lieu days (Backshift).
Priority for Saturday back shift lieu days will be given to drivers commencing holiday the following day. Any such application must be at least 28 days in advance if not other drivers may be allocated days up to the agreed Saturday maximum (Central-16, Longstone-15 and Marine-13).
- 4.8** Drivers on holiday may attach lieu days up to a maximum of 2 before or after their holiday subject to the needs of the business and agreed with management.
- 4.9** Any lieu days which have not been applied for by 16 November and taken by 30 November in the lieu day year will be allocated by management.
- 4.10** Drivers are permitted to sell to the Business (also referred to as cashing-in) a proportion of their outstanding lieu days, only with management approval and once the driver has taken the legal minimum of 28 days.
- 4.11** Management will be permitted to change rest days on weeks in which an agreed local holiday occurs (i.e. only those holidays quoted in clause 4.1 or as subsequently amended by agreement). Any Drivers affected by the change of rest day will be given a comparable duty on the day which would have been their normal rest day.
- 4.12** Drivers transferring to another Garage or between rotas within a Garage may be required to change their holiday cycle to maintain the balance of holidays of their new rota. This would not normally occur until the following holiday year and any pre-booked holidays already confirmed would be honoured.

- 4.13** Drivers who by reason of sickness are unable to take their scheduled holidays will be allocated alternative dates by management with a minimum of 3 weeks' notice unless a mutual arrangement has been agreed.
- 4.14** Any driver falling sick while on holiday and producing a doctor's certificate will be deemed to be on sick leave from the date of notification to the business. Any holiday days covered by the medical certificate from notification to the business will be reimbursed and allocated by management with at least 3 weeks' notice unless a mutual arrangement has been agreed.
- 4.15** Drivers can submit a mutual exchange of holidays provided they give at least 21 days' notice. Drivers on specialist rotas can only change holidays from within their rota e.g. Airlink and Night Shift and other limits may be applied to other specialist rotas following consultation with the Trade Union.
- 4.16** From time-to-time drivers may wish to accumulate their holidays in order to take a year's entitlement at one time. This should be discussed with management as soon as possible.
- 4.17** On resignation or retirement any accrued annual holidays or lieu days outstanding will be paid.

5. Sickness

- 5.1** To be eligible for benefits under this clause a driver must have completed 12 months continuous service.
- 5.2** A driver's entitlement to sick pay, along with the relevant terms, are detailed in their contract of employment.

Sick pay rates can be found in the relevant pay table.



Single Deck (SD) Agreement

These Terms and Conditions of Employment are those set out in the 1999 ACAS agreement and subsequently amended by mutual agreement between 7/21 Branch Unite and Lothian Buses Limited in December 2019 and again in November 2022.

These terms and conditions apply to drivers employed on single deck rotas under the GB Domestic Drivers Hours rules.

6. Hours of Work & Schedules

6.1 The minimum scheduled guaranteed week is 39 hours. These 39 hours may be spread over 4 or 5 days e.g. 5 x 7 hours 48 minutes = 39 hours, 4 x 9 hours 45 minutes = 39 hours. There will be separate rotas for 4 or 5 day working.

6.1.1 In the first instance new drivers will be allocated to a 5-day rota. Subject to a vacancy, they may be able to transfer to a 4-day SD rota or to apply to transfer to DD.

6.1.2 The maximum scheduled week for 5-day SD rotas is 46 hours 15 minutes. The maximum scheduled week for 4-day SD rotas is 48 hours.

6.1.3 The minimum daily shift payment is 5.5 hours. The maximum daily shift length is 12 hours (4 day). 5 day maximum daily shift length is 9 hours 15 minutes.

6.1.4 At the start of each duty a 10 minute sign on allowance will be included if taking a bus from the Garage, if picking up on the street the sign on allowance will be 5 minutes. If returning a bus to the Garage a 5 minute allowance will be incorporated.

6.2 No shift will have more than 2 unpaid breaks. If a shift has more than two breaks then the longest two will be unpaid.

6.3 If a driver is required by the business to travel between a Garage and a changeover point or vice versa, travel time will be paid.

6.4 During breaks travel time back to the garage will be applied.

- 6.5 In the event of a driver reporting late for duty there is no guarantee that work will be allocated to them however if retained they would be paid for the hours worked on that day.
- 6.6 There is no guaranteed minimum payment for work in addition to a duty worked on any day.
- 6.7 In the event of a standby driver being allocated a part duty if the Supervisor has not allocated an unpaid meal break prior to the portion of work (30 minutes minimum) then a meal break must be given, at the latest, 6 hours after clock on or 5.5 hours driving.
- 6.8 SD drivers will not be allocated to main rota work except on agreed portions which are part of the SD schedule.

7. Pay

- 7.1 Wages are calculated on a Sunday to Saturday basis and paid on the second Thursday after the week worked.
- 7.2 All hours worked on a scheduled day shift are paid at the basic rate.
- 7.3 A scheduled night shift duty is one that operates a night service (i.e. prefixed N) and charging night service fares between 2345 hours and 0500 hours. The first 6 hours worked on the duty will be paid at the enhanced night shift basic rate with the remaining hours paid at the basic day shift rate.
- 7.4 If a rest day is worked all hours will be paid at the appropriate enhanced rate i.e. day shift or night shift day off rate.
- 7.5 Public holidays worked will be paid at double time plus a cash supplement (no lieu day accrual).
- 7.6 Public holidays not worked are paid 7 hours 48 mins at the holiday pay rate (or as appropriate for 4 day week) i.e. paid at source.

- 7.7 A driver's entitlement to sick pay, along with the relevant terms, are detailed in their contract of employment.

Sick pay rates can be found in the relevant pay table.

8. Holiday Entitlement

- 8.1 The holiday year runs from 1 January to 31 December. Holiday entitlement, including public holidays, is as detailed within individual contracts of employment.
- 8.2 Drivers will be allocated a holiday rota based on a 52-week cycle, subject to the requirements of the business.

9. Licences & Medical Examinations

- 9.1 All Passenger Carrying Vehicle (PCV) medical examinations will be conducted by a Medical Doctor of the business' choosing.
- 9.2 Examination appointments will be arranged through the People Function and appropriate time off with pay allowed.
- 9.3 Failure to attend an appointment without a valid reason may result in a fee being charged to cover the cost of the medical.
- 9.4 Any applicant for the renewal of a PCV driving licence will require to be medically examined as required by the DVLA.
- 9.5 With the exception of photocard renewals, the Business will be responsible for all payments in respect of PCV medical examinations and PCV licences.
- 9.6 It is the responsibility of each driver to complete and return renewal forms to the business by the time stipulated. Drivers must notify the Business and their Union promptly of any change of address.
- 9.7 Any failure by the driver which results in a licence not being renewed in time, or the application being submitted late, will result in the driver not being paid for the relevant period without work.
- 9.8 In order to ensure compliance all driving licences will be checked regularly against the DVLA database via an approved third party as appointed by the Business.
- 9.9 The business and the driver have a legal requirement to notify the Traffic Commissioner of any relevant convictions or offences pertaining to any person holding a PCV licence.
Drivers are therefore required to notify their General Manager within 48 hours of any event which could lead to potential prosecution or conviction, including matters not related to driving offences, or in the course of employment. Failure to do so may result in dismissal.

10. Cash Handling Security

All drivers apart from those employed on cash handling services as agreed with the Trade Union must not handle money tendered for fares by customers. Those required to handle cash will receive appropriate training.

- 10.1 Drivers on cash handling services are responsible for all monies received for fares and must follow all instructions relating to cash handling as set out in the relevant procedures.
- 10.2 Drivers will be responsible for any cash shortages, which will be deducted from wages.
- 10.3 Failure to comply with the cash handling procedures may lead to dismissal.

11. Business Pension Scheme

11.1 DRIVERS EMPLOYED PRIOR TO 31 DECEMBER 2007

The Business provided access to the Local Government Pension Scheme up to 31 December 2007.

Full details of the scheme are available from Payroll.

Any driver whose employment ceases and is subsequently re-employed will have no right to re-join the Local Government Pension Scheme.

They may choose to participate in the Auto Enrolment Scheme as defined in section 11.3.

11.2 DRIVERS EMPLOYED FROM 1 JANUARY 2008

The Business provides access to a Defined Contribution Pension Scheme which is available to drivers between the ages of 18 and 65.

Drivers can join the scheme once they have completed at least 3 months service with the business and contribute the minimum of eligible earnings.

The scheme is not contracted out of the State Second Pension. Drivers can elect to contract out on an individual basis.

11.3 DRIVERS EMPLOYED FROM 1 SEPTEMBER 2013

From 1 September 2013 the business implemented pension auto-enrolment scheme with Scottish Widows.

This scheme is governed by the following criteria:

- a) Aged between 22 and State Pension age
- b) Earn more than £10,000 a year
- c) Usually work in the UK

11.4 Full details of the scheme including the business's variable contribution rate are available from Payroll.

12. Travel Times

12.1 A travelling time allowance is made between the Garages and certain relieving points. These time allowances vary and are shown on duty schedules but not included in the duties. Drivers must check duty schedules for actual relief point codings.

APPENDIX 1

CENTRAL

Relief Point	Duty Schedule Abbreviation	Base Travel Time
Beaverbank	beav	10
Bellevue Crescent	bc	5
Canonmills	can	13
Central Garage	gar	0
Charlotte Square	chsq	20
Easter Road (Top)	lond	13
Elm Row	er	5
Fredrick Street	fred	15
Granton Harbour	ghar	15 (Van)
Foot of the Mound	mound	15
George Street (Assembly Rooms)	geoa	15
George Street (Book Shop)	geob	15
George Street (East End)	geoe	14
Goldenacre	gold	8 (Van)
Hanover Street	hano	15
Hanover Street at Thistle Street	hant	15
Frederick St, at Hill St	hil1	15
Fort Kinnaird	kin	25 (Van)
Leith Street	lst	8
Leopold Place	leop	6
North Bridge	nb	14 (4 Van)
Royal Infirmary	ri	28 (van)
Regent Road	reg	15
Princes Street (East End) / Waverley Steps	wavs	13
St Andrew Square	sas	13
South St. David Street	sas9	15
Waterloo Place	wat	13
Waverley Bridge	wavb	15
York Place	york	8

LONGSTONE

Relief Point	Duty Schedule Abbreviation	Base Travel Time
Balgreen	balg	7 (Van)
Broomhouse	br	5 (Van)
Clovenstone	clov	5 (Van)
Craiglockhart Campus	glen	8 (Van)
Edinburgh Park Station	eps	12 (Van)
Greenbank	gbnk	12 (Van)
Gyle Centre	gyle	15 (Van)
Hailesland Road	hail	5 (Van)
Haymarket	hd / hm / hs	25
Hermiston Gait	hg	12 (Van)
Lanark Road (at Kingsknowe Park)	kp	7 (Van)
Lanark Road Foot	lanf	7 (Van)
Longstone Crescent	lc	2 (3 at mealbreak)
Longstone Garage	garl	0 (2 at mealbreak)
Longstone Inn	linn	5
Longstone Road	loro	5
Murrayburn Road	muro	1 (2 at mealbreak)
Parkhead Terrace	pt	5
Riccarton Avenue(Lay-by)	ricca	10 (Van)
Riccarton Campus	ricc	10 (Van)
Stenhouse Drive	sd	15 (7 Van)
Saughton Mains	sm	6
Saughton Road at Saughton Mains	sr	5
Stenhouse Grove	stgro	15 (7 Van)
Water of Leith Centre	wlc	14 (6 Van)
Westside Plaza	whc	14 (4 Van)

MARINE

Relief Point	Duty Schedule Abbreviation	Base Travel Time
Asda, The Jewel	asdje	8 (Van)
Brunstane	brun	8 (Van)
Duddingston Park South	jewe	8 (Van)
Duke Street	duke	12 (Van)
Seafield Street	egh2	7 (Van)
Findlay Gardens	fin	7 (Van)
George Street (Assembly Rooms)	geoa	30
Hanover Street	hano	30
Portobello, King's Road	k	5
Kinnaird Park	kin	10 (Van)
Links Gardens	links	10 (Van)
Lochend	loch	14
Marine Roundabout	maro	1
North Bridge	nb	25
Northfield	norf	14 (4 Van)
Ocean Terminal	ot	15 (Van)
Pirniefield	pirn	8 (Van)
Restalrig Avenue	rest	15 (6 Van)
Wakefield Avenue	wapt	5
Waterloo Place	wat	15 (Van)
Waverley Bridge	wav	30 (13 Van)

SHANDWICK PLACE

Relief Point	Duty Schedule Abbreviation	Base Travel Time
West Approach Road	exch	7
Frederick Street	fred	9
Foot of the Mound	mound	11
Hanover Street	hano	11
EICC	ecc1/2	10
Frederick St, at Hill St	hil1	9
George Street	geoe	11
Haymarket	hd / hm	10
Haymarket Station	hs	11
Howe Street	how	14
Lothian Road (foot)	we	4
Melville Street	melv	7
Mound (foot)	mound	11
Morrison Street	morr1	10
North Bridge	nb	18
Queen St Gardens West	qsgw	9
Queensferry Street	qsl	3
Semple Street	semp	10
Shandwick Place	shan	2
Torphichen Street	torp	8
Princes St (west end)	prinw1/zprin	5
Drumshuegh Gardens	dgh	6
Lothian Road, Usher Hall	loth	6

