

## **Network Rail Additional Money Offer for the Enclosed Working Practice Changes**

Tuesday 12<sup>th</sup> January 2010, Room, 9 1<sup>st</sup> Floor, 1 Eversholt St , Euston, London.

This afternoon The National Maintenance Council I met the Human Resources director of Network Rail, Peter Bennett, and Steve Featherstone the director of Infrastructure Maintenance Network Rail, to discuss yet more changes to the monetary package originally offered on the 22<sup>nd</sup> December 2009.

The changes were initially for the Employees in the Infrastructure Maintainer grades, (future Team Leaders, Technicians or Operatives). Later in the meeting the Section Managers, Section Supervisors, Works Delivery Managers and Works Delivery Supervisors were added to the deal.

The monetary package is still being offered in return for the acceptance of the revised terms and conditions plus an improved productivity deal .

### **The original offer:**

Over an 18 month period and this is expected to achieve by the end of 2011;

**Stage 1.** Should members accept the revised terms and conditions, set out in this document, it will attract a one off payment of £750 or 3% of basic salary whichever is greater. Payable on 1<sup>st</sup> April 2010.

**Stage 2.** Upon reaching a trigger level of productivity targets (full details to be published during the first week in January 2010, which will include Time on Tools divided by Time Available) a further payment of £750 or 3% of Basic Salary will be paid as a lump sum, based around a delivery unit achieving the productivity targets mentioned above.

**Stage 3.** Having achieved the targets set out above, then having maintained the target for a period of 3 months, upon a delivery unit basis, staff will receive a 3% additional salary increase on top of any normal collective bargaining salary increase or general bonus scheme payments that you will still be entitled to.

The company expects all Delivery Units to achieve this within 18 months of 1<sup>st</sup> April 2010.

### **Revisions to the original offer tabled 12<sup>th</sup> January 2010 as follows;**

**Stage 1** as set out above unchanged.

**Stage 2 is amended from that set out above;** Each Delivery unit has individual productivity targets set (to be given to the Trade Unions in the next 48 hours). When these targets are achieved for three consecutive periods, between the 1<sup>st</sup> October 2010 and 31<sup>st</sup> March 2012, it will trigger a one off lump sum payment of 5% of basic salary, or £1250 whichever is greater.

Should the target not be achieved and maintained by the Individual Delivery Units within the time frame, then on 31<sup>st</sup> March 2012, a one off payment of £750 or 3% of salary, whichever is greater will be paid to all IM grades within the Delivery Unit.

**Stage 3 is revised as follows:** The period set for the achievement of preset National Targets is 31<sup>st</sup> October 2011 to 31<sup>st</sup> March 2013. At the end of this period once the target is met then a 5% salary increase on Base Rates will be paid to each of the IM Grades. Should the target not be met then the 3% mentioned in the original stage 1 applies. The company stated this was a potential of £45,000,000 to be spent on this deal, instead of the original offer of around £30 million.

### **REDUNDANCY SITUATION**

Approximate numbers who have accepted Voluntary Redundancy are about 850, some of these have already left the company, the VR scheme is still open in the short term, and should anyone else wish to volunteer.

An additional 200 or so people have left the company since the original head count was done in July 2009, through normal retirement and natural wastage, this has reduced the quantity that may still need to be made redundant down to around the 500 mark.

The headline is that the company have decided to carry the remaining 500 or so staff until the end of 2010. This will make achieving the productivity targets harder, but this maybe helped by those 500 staff being used to fulfill Works Delivery or Capex roles, on a temporary basis in the short term.

The Director of Infrastructure Maintenance has stated he and his team will actively pursue Capex work so as to keep the 500 or so posts employed within the company. It was further stated the company has no wish to make compulsory redundancies, and by keeping the 500 or so staff it hopes to remove the need to make anyone compulsorily redundant.

#### **Note:**

The majority of the updated details are taken from your representative's notes. We await the company's detailed offer in writing with full details of the productivity requirements that will trigger the payments outlined.

## **RESTRUCTURING INFRASTRUCTURE MAINTENANCE**

### **DETAIL OF INFRASTRUCTURE GRADED EMPLOYEE WORK PRACTICE CHANGES**

#### **INTRODUCTION**

As part of the Restructuring Infrastructure Maintenance organisational change the company is proposing a number of associated work practice changes that are set out below.

#### **1. JOB DESCRIPTIONS**

1.1 Standard templated job descriptions will apply throughout the Infrastructure Maintenance Function and these are shown in a separate document.

1.2 The content of the templated job descriptions or subsequent amendments to these must be referred to the National Maintenance Council for discussion and agreed with the trades unions in line with the Procedure Agreement: General Collective Bargaining.

1.3 All employees will be required to carry out any duties set out in their job description that they are competent to undertake in compliance with health and safety requirements.

1.4 All employees will be expected to undertake relevant training for duties in accordance with their job descriptions and also in line with future changes as required by the business.

1.5 Changes to the organisation and the way that work is undertaken are regularly required to allow the company to provide a seamless service in respect of maintenance activities and incident management. These changes will require some joint working and an element of overlapping skills and these aspects will also be incorporated within the job description.

1.6 Where necessary, employees will be required to work at other locations (i.e. in other Delivery Units or on other Routes) to meet business needs.

1.7 The Home Station to which employees are assigned will be detailed in their letter of appointment.

## **2. JOINT WORKING AND OVERLAPPING SKILLS**

### **2.1 Principles and Framework**

2.1.1 Changes are required to working practices to allow Network Rail to continue to improve the way it

Undertakes maintenance work, inspection and incident management. These changes will require joint working between engineering disciplines within the Infrastructure Maintenance Function and an element of overlapping skills between engineering disciplines. Specialist training will continue to be provided to each of the engineering disciplines and this will remain the core activity for individual employees. Network Rail wish to see a system evolve that allows the business to react to changing needs but equally reassures and protects the future prospects of employees.

### **2.2 Skills and Competencies**

2.2.1 Skills and competencies for each engineering discipline will be divided into three categories, generic, overlapping and specialist. Generic skills and competencies will be those that equally apply to each engineering discipline. Overlapping skills and competencies are those that may be appropriate to more than one engineering discipline. Specialist skills and competencies are those that are relevant to each particular engineering discipline.

### **2.3 Joint Working**

2.3.1 Joint Working is defined as bringing together teams and/or individuals from different engineering disciplines to work together. The skills and competencies of the combined team will be used to best effect to undertake work in the most safe and efficient way possible. Individuals will only undertake tasks for which they hold the appropriate skills and competencies whether they are generic, overlapping or specialist.

### **2.4 Overlapping Skills and Competencies**

- 2.4.1 Overlapping skills and competencies will be introduced where there is a business benefit to do so in terms of safety, efficiency or productivity. A national schedule of overlapping skills and competencies will be defined.
- 2.4.2 The exact requirement and number of overlapping skills will be subject to consultation at Area Council level but always within the defined national schedule of overlapping skills.

### **3. TEAM SIZE BYTASK**

#### **3.1 Principle**

- 3.1.1 This section outlines the requirements for resource planning to determine the required number of employees for a given task or group of tasks. It provides for the effective resourcing of all tasks so that that the appropriate skill sets and employee numbers are deployed on each occasion.

#### **3.2 Safety**

- 3.2.1 The safety of employees remains paramount. Safe systems of work must clearly be defined when planning work and systems of work must take due cognisance of the nature of the task, the method of working, the associated risks and the environment in which the task is to be undertaken.

#### **3.3 Resource Level**

- 3.3.1 Where planned work is to be undertaken, the resource level will be determined taking into account:

- a) The nature, duration and complexity of the work
- b) The skills and competencies required to undertake the task
- c) The arrangements to protect employees from rail traffic
- d) The environment in which the task is to be undertaken and associated hazards
- e) The method of working and the associated risks.

- 3.3.2 Where work is of an unplanned or reactive nature the team size for the task may need to be adjusted to cater for factors that may not be apparent until a site assessment is made of the work to be undertaken.
- 3.3.3 For any task, planned, unplanned or reactive, where there is insufficient resource to carry out the task safely or to the required technical standards the work shall not be undertaken.
- 3.3.4 Where such work cannot be undertaken by the team intended so to do then, where required, any control measures necessary to protect the integrity of the infrastructure and the safe operation of trains must be implemented until the work is completed or the control measure is no longer necessary for some other reason.

## **4. HOURS AND ROSTERING ARRANGEMENTS**

### **4.1 Rostering Principles**

4.1 .1 The hours of cover to meet workload will be determined by local management following consultation with the employee representatives concerned. Suitable rosters will be the subject of negotiation with local representatives and in the event of a disagreement, will be dealt with in accordance with the process laid down below.

4.1 .2 The following rostering arrangements will apply:

### **4.2 The process for agreeing a roster**

#### **4.2.1 Stage 1 (Local level)**

4.2.1.1 In accordance with the provisions of the General Collective Bargaining Procedures, all new rosters must be issued to the recognised local representatives by the line manager/supervisor responsible for preparing it at least six weeks before the commencement of the roster.

4.2.1.2 If at the meeting between the local employee representatives and the line manager/Supervisor, the two sides encounter difficulties in agreeing a roster and in particular if the recognised local representatives do not agree with the proposal, the representatives must identify a cost effective alternative.

4.2.1 .3 The alternative roster must be submitted by the representatives for consideration by the line manager/supervisor within 48 hours of the 'Stage 1' meeting.

4.2.1.4 If the roster submitted by the recognised local representatives is accepted by the line manager/supervisor this will be implemented. If the roster submitted by the recognised local representatives is still not accepted by the line

manager/supervisor, the differences need to be identified and a 'Failure to Agree' will be recorded. This matter will immediately progress to the next stage.

#### 4.2.2 Stage 2 (Delivery Unit Engineer level, or equivalent)

At this stage, a meeting will take place involving the local manager, relevant employee representatives and an HR representative. The purpose of the meeting is to consider the minutes of the 'Stage 1' meeting and objections raised, details of the workload, the

Proposed roster from the line manager/supervisor and the proposed alternative roster submitted by the employee representatives.

This meeting will normally take place at least five weeks before the proposed commencement date of the roster. If agreement is reached at this stage, the roster will be implemented. If agreement on a roster cannot be reached, this matter will progress to the next stage at the earliest opportunity.

#### 4.2.3 Stage 3 (Delivery Unit level)

At this stage, a meeting will take place involving the Infrastructure Maintenance Delivery Unit Manager, (or nominated deputy), relevant employee representatives and the appropriate HR Manager. The purpose of this meeting is to consider the minutes of the previous meetings and objections raised, details of the workload, the proposed roster from the line manager/supervisor and the proposed alternative roster submitted by the relevant employee representatives.

This meeting will take place no later than four weeks before the proposed commencement date of the roster. If having exhausted this procedure and agreement cannot be reached, management reserve the right to implement a roster as long as this complies with the agreed rostering arrangements.

4.2.4 The 'status quo' will remain until the three stage process, as outlined above, has been concluded. This does not, however, preclude further discussions in accordance with the General Collective Bargaining Procedure, Annex 2, Clause 27.

4.2.5 Whether or not an agreement is reached, provided that these are compliant, rosters will be posted no later than 4 weeks before the commencement of the roster cycle.

4.2.6 The current roster may be amended by local management giving six weeks notice of the intention to do so and in such circumstances, the above process will be adopted.

### **4.3 Working Hours**

- 4.3.1 The basic working week will be 35 hours averaged over the length of the agreed roster cycle.
- 4.3.2 Hours rostered for work may include any period during the 7 day week.
- 4.3.3 For payroll and rostering purposes, a standard working week means a calendar week from 00.01 hours on a Friday morning until 24.00 hours on Thursday. Turns commencing in one week and finishing in another, (i.e. Thursday/Friday turns), will count as a Thursday turn.
- 4.3.4 The length of the roster period may be up to a maximum of 52 weeks, or a minimum of 8 weeks, provided that the roster equates to an average of 35 hours per week.
- 4.3.5 Unless agreed locally, variable turns of duty may be rostered in the cycle ranging from a total week free from duty to a maximum in any week of 48 hours, excluding voluntary overtime.
- 4.3.6 The maximum rostered turn length, including travelling time, will be 12 hours.
- 4.3.7 The minimum rostered turn length, including travelling time, will be 6 hours.
- 4.3.8 No more than five turns will be rostered in any week.
- 4.3.9 Unless agreed locally, one Rest Day is to be identified on the roster within each week, (00.01 hours on a Friday morning until 24.00 hours on Thursday). Other days within the week that are not rostered will be shown as a day free from duty.
- 4.3.10 Rest Days, once published, can only be altered by agreement.
- 4.3.11 Excluding voluntary overtime, the maximum number of consecutive shifts which may be rostered is ten.

4.3.12 The minimum rest interval between any rostered turn of duty will be 12 hours.

4.3.13 Where employees have a Rest Day there should be a minimum interval of 32 hours between the rostered booking off and booking on times, or less if this is agreed locally. At the end of a period of consecutively rostered shifts, (maximum ten), there will be at least one period of 32 hours where individuals will be rostered free from duty.

4.3.14 Where two days or more are rostered off in the same week, these will normally be rostered consecutively.

#### **4.4 Weekend working**

4.4.1 A weekend shift is defined as any shift commencing on or after 18.00 hours on a Friday evening and before 05.59 hours on a Monday and where the greater part of the shift is between these times.

4.4.2 Employees cannot be rostered for more than 39 weekends comprising of 2 or more turns throughout the year (i.e. a maximum of 91 shifts per annum).

4.4.3 13 weekends are to be rostered free from duty throughout the year, although this will not prevent employees from working additional shifts on a voluntary basis, if requested by the company to do so.

#### **4.5 Night working**

4.5.1 With the exception of those aged under 18, who are not permitted to work night shifts, employees can be rostered to work a maximum of 3 weeks of nights in a 4 week period. Subject to business need and workload, employees may volunteer to be rostered for additional night work on a voluntary basis.

4.5.2 For employees already rostered to work permanent nights, or where this is subsequently agreed locally, clause 4.5.1 does not apply.

4.5.3 For the purposes of this agreement, a night shift is defined as any shift commencing on or after 18.00 hours and where the greater part of the shift is between 22.00 hours and 05.59 hours (inclusive).

#### **4.6 Overtime**

4.6.1 Voluntary overtime turns may be worked to meet business requirements, provided that no more than 13 turns are worked in a 14 day period.

#### 4.7 Alteration of shifts

4.7.1 The number of changes which can be made by management to a roster without agreement on an individual basis will be limited according to the length of the roster. This is to be a maximum of 15% of the total number of turns rostered in the agreed cycle. (I.e. if an individual is rostered 130 turns in a 26 week roster pattern then a maximum of 20 turns could be altered). Additional alterations can be made by joint agreement with the line manager/supervisor responsible for preparing the roster and the individual. (See Point of Interpretation).

<u>Length of the roster</u>	<u>Number of rostered shifts within the roster (Average 5 shifts per week)</u>	<u>Maximum number of permitted changes within the roster cycle</u>
8 weeks	40	6
10weeks	50	7
12 weeks	60	9
13weeks	65	10
17weeks	85	13
26 weeks	130	20
39 weeks	195	30
52 weeks	260	40

4.7.2 A minimum of 48 hours notice, (or previous turn of duty where this is not consecutive), will be given by management of the intention to alter a single rostered turn of duty.

4.7.3 Employees wishing to change a single rostered turn of duty, including the taking of leave, will be expected to give a minimum of 56 hours notice to do so, (except under personal exceptional circumstances). Such changes must be pre-authorised in advance by the relevant line manager/supervisor and subject to business requirements.

4.7.4 Mutual exchanges of shifts will be permissible but the responsibility for arranging such cover will remain that of the employee and must be at no additional cost to the business. All such changes must be agreed in advance by the local manager and the individuals concerned must hold the necessary competencies needed to cover the role that they are covering as a result of the exchange.

#### 4.8 Bank & Public Holidays

**4.8.1 Employees can be rostered to work on any day throughout the year, including Bank and Public Holidays.**

4.8.2 Management will initially seek volunteers in preference to rostering employees on Christmas Day, Boxing Day, New Years Day and 2<sup>nd</sup> January (Scotland only), but where there are insufficient volunteers; employees will be rostered to work on these days, if required.

4.8.3 Those Infrastructure Maintainers who are employed on (*Date of implementation*), the requirement to work on Christmas Day, Boxing Day and New Years Day will be voluntary, except where these turns can already be rostered. For those Infrastructure Maintainer grades who are employed/appointed after (*Date of implementation*), the requirement to work on these days will not be voluntary, but will be according to the workload.

4.8.4 Employees who are rostered to work a turn of duty which commences, or where the majority of hours are worked, between 00.01 hours and 24.00 hours on a Bank or Public Holiday will receive a credit of one day lieu leave to their leave entitlement.

4.8.5 Any lieu leave which is accrued as a consequence of working on a Bank or Public Holiday must be taken at a mutually agreeable time, but no later than one year of this being accrued. Any lieu leave not taken within this period will be forfeited.

4.8.6 When a Rest Day falls on a Bank or Public Holiday, employees will receive a credit of one day lieu leave to their leave entitlement.

**4.9 Meal Breaks**

4.9.1 Meal breaks will be agreed locally in line with legislation. Meal breaks will be of 30 minutes duration and will be unpaid, but where there is a potential for teams to be called to incidents, a 20 minute paid break will be taken typically between the 3<sup>rd</sup> and the 5<sup>th</sup> hour of a standard shift. In the case of 12 hour working, a second 20 minute paid break can be taken between the 7 and 9<sup>th</sup> hour of the shift.

4.9.2 Workers under the age of 18 are entitled to an unpaid minimum rest break of 30 minutes during any day or shift that lasts more than four-and-a-half hours.

**4.10 Requirement to work at times of disruption**

4.10.1 In addition to the average 35 rostered hours there will be a requirement when operations are disrupted or in an emergency situation, to work up to an additional 2 hours at the end of a shift or turn, up to a maximum of 8 additional hours per week when one of the following exceptional circumstances arises:

- (a) Overrun of work planned for completion in rostered shift including;
  - (i) commissionings, and
  - (ii) work associated with possessions;
  
- (b) Continued attendance at priority 3 or higher fault whilst waiting for relief to arrive on site;
  
- (c) Attention to failures occurring within 1 hour prior to the completion of rostered turn where there is no provision for relief within the base roster;
  
- (d) Failure of relief to attend for rostered duty;
  
- (e) Attendance at a major incident.