

Results of the Meeting of Unites Work Place Representatives in the Network Rail Maintenance Function. Held in Euston on the 21<sup>st</sup> January 2010, Conducted by the industrial officer for Rail, Mick Stevens.

**UNITE'S Response to Working Practice Change. Doc v0.1 Dated 21<sup>st</sup> January 2010.**

**Unite's Comments are annotated in Red.**

**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.

This document outlines details of the changes to the specific elements of existing Terms and Conditions of the affected employees within the Infrastructure Maintenance Function and will take effect from *(Date to be agreed)*.

Full details of the specific grade groups covered by this agreement are shown within separate documentation and these changes will also apply to all new employees within the Infrastructure Maintenance Function with effect from *(Date to be agreed)*.

The following changes to Terms and Conditions of employment will supersede and replace all existing National, Regional and local agreements covering these aspects.

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## **1. JOB DESCRIPTIONS**

- 1.1 Standard templated job descriptions will apply throughout the Infrastructure Maintenance Function and these are shown as an Appendix to this 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 (**Accountabilities**)? In connection with their job description that they are competent to undertake in compliance with health and safety requirements. (**In line with the competency matrix and a role profile**). **No duties listed in the JD.**
- 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. **Are duties going to be put in the JD?**
- 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 and renewal activities and incident management. These changes will require some joint working and an element of overlapping skills. **As long as development of a role or skill is agreed.**
- 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. **We need written assurances to prevent staff being moved great distances, define which delivery units and which routes.**
- 1.7 The Home Station to which employees are assigned will be detailed in their letter of appointment. **“On Call” is your home station your home address? Please add Home Station/Depot.**

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## **2. COMPETENCY FRAMEWORK**

2.1 The competency framework will be aligned to the competencies covered by the assessment in the line (AitL) process. These will be grouped in 17 separate sections each of which will be defined as either core competencies or specialist competencies and shown as:

(a) **Core competencies:** those that may equally apply to any of the engineering disciplines and include the following sections:

- Track Safety
- Health, Safety and Environment
- On-Track Plant
- Operations Response
- OTP Operators
- Portable Plant
- CDM

(b) **Specialist competencies:** those that are more specific in nature to a particular engineering discipline and include the following sections:

- Civil Engineering
- DC Conductor Rail Engineering
- Fixed Plant Engineering
- IRSE License
- Non Destructive Testing
- OLE Engineering
- Signal Engineering
- Track Engineering
- Traction Power and Distribution
- Welding

\*Wherever you use abbreviations specify the full meaning first.

Unite are concerned about the dumbing down of specialist skills through the use of Assessment in the Line, the company appears to be reducing trades qualifications. We believe ultimately to suppression of salaries, while still maintaining productivity outputs.

2.2 The entire schedule of the competencies contained within each section is provided in the attached 'Framework Details' document.

2.3 It will be possible for specialist competencies to be held by an employee outside the engineering discipline to which they belong. These will be classified as overlapping competencies. **These skills must be used on a regular basis to maintain proficiency. How will**

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the company maintain or ensure this? We have no confidence in the AITL process.

- 2.4 The core, specialist and overlapping competencies applicable to each post of Team Leader, Technician and Operative which report to each Section Manager within each engineering discipline are set out in the schedules contained within the attached 'Competency Matrix document.  
Regional Variations exist therefore they are specified by Section Manager/Engineers area. Capex work? What method will be used to specify skills when considering building and installation works?
- 2.5 The reference numbers contained in the Competency Matrix schedules are short codes referenced in the AitL process. These can be checked against the Framework Details document to obtain details of each competence.
- 2.6 The type and number of competencies held by any individual employee will be determined by local management based on business requirements. For each employee, the competencies shall only be selected from those shown in the Competency Matrix schedules pertinent to the post that they hold. This contradicts 2.3 above.
- 2.7 When determining the competencies for any individual post, due cognisance must be taken of the employees' ability to retain such competence and the ability to be able to show practical application in its use at sufficiently regular intervals for knowledge and expertise to be retained. This is to be reviewed through the assessment in the line process. Unite believes AITL does not measure practical ability, so is not fit for this purpose.
- 2.8 Where there is a business need and it is in the interest of an employee for developmental reasons, an individual employee may hold competencies outside those shown on the Competency Matrix schedules, pertinent to the post that they hold, provided always, that this is done by mutual agreement and careful consideration is taken account of the employee's capabilities, attitude and behaviours.  
We want to remove subjectivity; we need transparency and progression for staff, preferably with objective measures and tests.
- 2.9 The Competency Matrix attached excludes any competencies or training that may be required to carry out the role of Team Leader, Technician or Operative which is not recorded in AitL. Where additional competency or training is required these will be identified by local management and recorded against the individual role.

What does this mean? Please explain

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- 2.10 It is a requirement that all tasks are carried out by a competent person or under the direction of a competent person, where a specific competency is not required, in accordance with the Network Rail Safety Management Systems. **Examples please.**
- 2.11 A review will be undertaken of the Competency Matrix at regular intervals to align with business needs and changing technology. This may result in competencies contained within each section being amended. These changes will be consulted with the Trades Unions at national level as they arise.

**We required the above to be negotiated and not merely consulted.**

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

#### **3.1 Principles and Framework**

3.1.1 Changes are required to working practices to allow Network Rail to continue to improve the way it undertakes maintenance and renewal work, inspection and incident management. These changes will require joint working between engineering disciplines, Section Managers, Works Delivery Managers, Delivery Units and Routes 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.

**What specialist training specify? How will it be delivered and by whom?**

#### **3.2 Skills and Competencies**

3.2.1 Skills and competencies for each engineering discipline will be divided into three categories, core, overlapping and specialist. Core skills and competencies will be those that equally apply to each engineering discipline, Section Manager, Works Delivery Manager, Delivery Unit and Route. 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.

#### **3.3 Joint Working**

3.3.1 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 core, overlapping or specialist.

#### **3.4 Overlapping Skills and Competencies**

3.4.1 Overlapping skills and competencies will be introduced where there is a business benefit to do so in terms of safety, efficiency or productivity. These will be identified as such in the national schedule of competencies.

**As long as this is agreed at national level.**

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- 3.4.2 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.  
**As long as the national schedule is negotiated and agreed at national level.**

#### **4. TEAM SIZE BY TASK**

##### **4.1 Principle**

4.1.1 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 the appropriate skill sets and employee numbers are deployed on each occasion.

##### **4.2 Safety**

4.2.1 The safety of employees remains paramount. Safe systems of work shall be clearly defined when planning work. 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.

##### **4.3 Resource Level**

4.3.1 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.

Welfare policy needs to be included here (toilet/facilities etc).  
Include company fatigue policy here. Would like to take into account lone working. Unite considers it, unsafe to work alone.

4.3.2 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.

4.3.3 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.

4.3.4 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.

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- 4.3.5 All agreements which specify staffing levels such as the Overhead Line 4-man agreement will be superseded upon introduction of these new arrangements.

## **5. HOURS AND ROSTERING ARRANGEMENTS**

### **5.1 Rostering Principles**

- 5.1.1 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.

- 5.1.2 The following rostering arrangements will apply:

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

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

- 5.2.1.1 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.
- 5.2.1.2 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.
- 5.2.1.3 Then an alternative roster must be submitted by the representatives for consideration by the line manager/supervisor within 48 hours of the 'Stage 1' meeting.
- 5.2.1.4 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.

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

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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.

5.2.3 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.

5.2.4 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.

5.2.5 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.

5.2.6 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.

Paragraphs 5.2 we want to discuss and negotiate the above at national level, following the current Collective bargaining agreement. (Local/ Area/ National)

5.3 **Working Hours**

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- 5.3.1 The basic working week will be 35 hours averaged over the length of the agreed roster cycle.
- 5.3.2 Hours rostered for work may include any period during the 7 day week.
- 5.3.3 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.
- 5.3.4 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.  
**Unite suggests Minimum of 13 weeks due to staff work/life balance.**
- 5.3.5 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.
- 5.3.6 The maximum rostered turn length, including travelling time, will be 12 hours.  
**Have the company considered vehicle driving time in their considerations? Company should not expect the 2 hour exceedence in emergency situations, in this case.**
- 5.3.7 The minimum rostered turn length, including travelling time, will be 6 hours.  
**Unite prefers 7 hours minimum shift length**
- 5.3.8 No more than five turns will be rostered in any week.
- 5.3.9 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.  
**Unite wants all days off to be recorded as rest days.**
- 5.3.10 Rest Days, once published, can only be altered by agreement.
- 5.3.11 Excluding voluntary overtime, the maximum number of consecutive shifts which may be rostered is ten.  
**Unite would agree to 10 straight back to back shifts on days 0600 to 1800 only. Unite would agree to 5 night shifts back to back only between 1800- 0600.**
- 5.3.12 The minimum rest interval between any rostered turn of duty will be 12 hours.

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5.3.13 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. See 5.3.11 above.

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

Unite want to remove the word normally, to “will be”, but would accept individuals agreeing locally.

#### **5.4 Weekend working**

5.4.1 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. Unite will not accept the use of “commencing”, want to replace it with “operating within the hours” and delete all after Monday.

5.4.2 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.

Unite want a sliding scale system for the number of weekends to account for the unsocial hours. This would provide employees with incentives and volunteers should be sought first for these shifts.

5.4.3 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. Unite wants them all called Rest days.

#### **5.5 Night working**

5.5.1 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.

Unite are against this, it is too much. We are prepared to accept 1 week of nights in 4. If the company is serious about 3 weeks of nights in 4, we need some incentives and some protection against unscrupulous managers misusing the roster principles, for this to work.

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5.5.2 For employees already rostered to work permanent nights, or where this is subsequently agreed locally, clause 5.5.1 does not apply.

5.5.3 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). Unite want to remove all after “1800 hours”, and insert “and 05.59 hours.”

## 5.6 Overtime

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

## 5.7 Alteration of shifts

5.7.1 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
10 weeks	50	7
12 weeks	60	9
13 weeks	65	10
17 weeks	85	13
26 weeks	130	20
39 weeks	195	30
52 weeks	260	40

Unite may be agreeable for use in emergency or exceptional circumstances only. However as written it appears to be a safety net for bad management, to cover all eventualities (poor planning/ rostering etc). Negotiation necessary here. We do not like the 15% of shifts changes.

5.7.2 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.

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Unite will accept a change of like shift for a like shift only change and volunteers sort. The minimum notice to change shifts is currently in some Ts and Cs, but the changes in paragraph 5.7.1 make this infinitely more unattractive to Unite members.

- 5.7.3 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-authorized in advance by the relevant line manager/supervisor and subject to business requirements.
- 5.7.4 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.

## **5.8 Bank & Public Holidays**

- 5.8.1 Employees can be rostered to work on any day throughout the year, including Bank and Public Holidays.
- 5.8.2 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.
- 5.8.3 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.

Paragraph 5.8.2 and 5.8.3 create a two tier system and is unacceptable to Unite. Negotiation required. Christmas Day, Boxing Day and New Years Day should be entirely voluntary.

- 5.8.4 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.

Unite want to delete "the majority of"

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5.8.5 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.

5.8.6 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.

## **5.9 Meal Breaks**

5.9.1 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<sup>th</sup> and 9<sup>th</sup> hour of the shift.

Unite want to see improvement, in line with Balfour Beatty & Serco Ts & Cs (agreed locally).

5.9.2 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.

## **5.10 Requirement to work at times of disruption**

5.10.1 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;

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(e) Attendance at a major incident.

Unite believes a turn of duty must never exceed 12 hours, including travelling time. As per this document, if this paragraph is utilised we want to be paid at an enhanced premium rate which needs negotiation. This will minimise misuse by unscrupulous members of management.

## **6. INTRODUCTION OF NEW TECHNOLOGY, PROCESSES & PROCEDURES**

### **6.1 Principles**

6.1.1 In order that new technology can be introduced, consistent with the efficient and effective management of the infrastructure and delivery of work, the following procedures will apply.

6.1.2 Processes and procedures that are required to be introduced or amended to support and modify existing working practices that do not necessarily involve the introduction of new technology, are also included within the requirements of this section.

6.1.3 Where such new technology, processes and procedures substantially change a job description, job evaluation will be undertaken to assess the impact this may have on the responsibilities and grading of the post.

### **6.2 Definition**

6.2.1 New technology is defined as “any new or modified equipment identified to support the improved safety, quality or efficiency of a task”.

### **6.3 Process**

6.3.1 A framework for the seamless introduction of new technology, processes and procedures, will be used.

6.3.2 Where modified equipment, processes and procedures are introduced, for which updated training or briefing only is required, this will be treated as an equivalent skill, requiring no change in the job description for the post.

6.3.3 Where new technology and equipment, processes and procedures are introduced that are either novel or significantly different from existing technology, the following arrangements will apply:

(a) Such changes will be subject of discussions and resolution at the National Maintenance Council.

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- (b) The skills required to operate the new technology will be benchmarked against existing skill sets already in use within the business
- (c) The benchmark will inform the appropriate skill level required of the operative, which will be set against the identified role(s) required to adopt the new skill
- (d) Where the current skill set for the identified role is at the same level or lower than the skill required for the new technology, no further review is required and the new technology will be adopted
- (e) Where the skill set required is at a higher level, the job description of the intended role will be updated to reflect the revised skill level and then a separate joint evaluation of the revised job description will be carried out to determine if the banding of the job requires amendment
- (f) In the event an amendment to the job description is required, the new technology will be adopted, (subject to training), whilst the evaluation is completed
- (g) In the event that introduction of new technology, processes and procedures alters manpower requirements, resulting in the need to amend agreed staffing numbers; this will be subject to formal consultation. (Where such changes result in redeployment only, refer to Section 19 of this document).

## **6.4 Safety**

- 6.4.1 Appropriate risk assessments will be carried out prior to the introduction of any new technology, processes and procedures.
- 6.4.2 In all cases, the required training and briefing must be given, prior to the use of the new technology, and/or introduction of revised polices and procedures.
- 6.4.3 Where applicable, method statements will be updated to reflect the changes in working practices, consequent on the introduction of the new technology, processes and procedures.

Unite has no problem embracing new technology. The banding of the job May need to be amended depending upon the skill sets.

## **On Call**

Unite wants to renegotiate a new on call package for all. There will be more

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Pressure on the distribution and plant organisation with the likely hood Of a reduction in staff on the horizon.